

BIRMINGHAM CITY COMMISSION AGENDA
OCTOBER 4, 2021
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. **Oakland County is now at the HIGH level of community transmission for COVID-19.** The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- The City Clerk's office encourages voters wishing to vote absentee for the November 2, 2021 election to return their absentee ballot applications as soon as possible. Precinct 6 voters are reminded that their new polling location is the Baldwin Public Library.
- Due to the ongoing pandemic and increased amount of positive cases locally, the 2021 Fire Department Open House will be cancelled.
- Commissioner Sherman's Birthday.
- Present Alex Calderone with the "Pat Nagel Community Award."
- Legislative Update from Sen. McMorrow.
 - Topics city staff wishes to have Sen. McMorrow address:
 - Virtual Meetings
 - Noise, Traffic Control, Walkability & Safety on Woodward
 - MDOT Intelligent Transportation Systems
 - Road Funding
 - Stormwater Utility Legislation (currently in Senate, S.B. 593)
 - Storm Drainage on Woodward to City Combined Sewers
 - Firework Regulations

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a

commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution to approve the City Commission workshop meeting minutes of September 13, 2021.
- B. Resolution to approve the City Commission regular meeting minutes of September 13, 2021.
- C. Resolution to approve the City Commission regular meeting minutes of September 20, 2021.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 22, 2021, in the amount of \$1,715,367.22.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 29, 2021, in the amount of \$484,824.36.
- F. Resolution approving the appointment of election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 2, 2021 General Election pursuant to MCL 168.674(1) and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.
- G. Resolution authorizing the City Manager to cast a vote, on the City's behalf, for the three candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2022.
- H. Resolution to approve \$19,760 in Municipal Credits and \$30,962 in Community Credits from fiscal year 2022 to Next in support of their specialized transportation program; and further to direct the Finance Director to sign the Municipal Credit and Community Credit contract for fiscal year 2022 on behalf of the City.
- I. Resolution to purchase eight (8) APX6000 portable radios and four (4) APX6500 desk top control stations with required accessories, including installation costs, associated with the purchase from ComSource Inc. in the amount of \$99,794.30 from the State of Michigan MiDeal purchasing contract number 190000001544. Further, to authorize these budget expenditures from account number 101-336.000-971.0100.
- J. Resolution to approve the FY 2022 Emergency Management Performance Grant Work Agreement and accept the awarded FY 2021 EMPG funds totaling \$30,036.00. Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub recipient authorized representative in order to sign any related EMPG documents on the City's behalf.
- K. Resolution to set a public hearing date of October 25, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 210 S. Old Woodward – Zana – to

allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.

- L. Resolution to set a public hearing date of October 25, 2021 to consider the Special Land Use Permit Amendment at 34977 Woodward – Hazel’s – to allow a name change from “Hazel, Ravines & Downtown” to “Hazel’s”.
- M. Resolution to approve the purchase and planting of one hundred one (101) trees from Davey Tree Expert Company for the Fall 2021 Tree Purchase and Planting Project for a total project cost not to exceed \$45,543.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.
- N. Resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.
- O. Resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.
- P. Resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.

VI. UNFINISHED BUSINESS

None

VII. NEW BUSINESS

- A. Public Hearing of Necessity for the Lakeview Ave Project #2-20(P) Water and Sewer Lateral Special Assessment District
 - 1. Resolution that there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the district of 30 parcels as listed in the staff report.

AND

That the Commission shall meet on Monday, October 25, 2021, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of water and sewer laterals within the Lakeview Ave. Paving Project area.

(see full resolution in packet)

B. Public Hearing for 160 W. Maple – Dick O’ Dows – Special Land Use Permit Amendment, Final Site Plan & Design Review

1. Resolution to **APPROVE** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows – to allow changes to the front façade and outdoor dining plan.

OR

Make a motion to **POSTPONE** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows.

OR

Make a motion adopting a resolution to **DENY** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows.

C. Resolution to adopt the proposed Ordinance to amend Chapter 54, Section 32 to require the installation of Emergency Power Shutdown Devices.

D. Resolution awarding the audit services contract to Plante & Moran, PLLC, for fiscal years 2022-2026 with optional years 2027 and 2028 and authorizing the Mayor to sign the contract on behalf of the City pending a mutually agreed upon contract.

E. Resolution providing consent to the City Manager to appoint the law offices of Beier Howlett, P.C. as the City’s attorney, and acknowledging receipt of the Appointment Agreement the City Manager intends to enter into with the law offices of Beier Howlett, P.C.

F. Commission discussion on items from prior meeting.

- None

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 1. Notice of intention to appoint to the Board of Review
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation

- E. City Staff
1. Weingartz – Announcement of Hire
 2. Staff Report – Phase III Old Woodward

INFORMATION ONLY

XI. ADJOURN

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

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

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

**Birmingham City Commission - Special Workshop Meeting Minutes
Monday, September 13, 2021**

6:00 p.m.

Municipal Building, 151 Martin

Vimeo Link: <https://vimeo.com/591369155>

Workshop Session

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to participate in a discussion regarding Staff Recommendations for Moving Forward with Unimproved Roads Program.

I. Call to Order

Pierre Boutros, Mayor

II. Roll Call

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Consulting City Engineer Surhigh

III. Presentation & Discussion

CM Markus introduced the item. CCE Surhigh presented the item.

In reply to Commission inquiries, CCE Surhigh explained:

- There may be some occasions where the Engineering Department recommends that lower-priority areas be improved at the same time as higher-priority areas for a variety of reasons including continuity between the areas, water and sewer condition, resident preferences or other possible reasons;
- Even the green areas require a lot of work since they are unimproved;
- Sewer liners are evaluated as a option for all streets, but the costs are often comparable to a full sewer replacement and it is often more efficient to just replace sewers if construction is already being done on the road;

- To address stormwater runoff and flooding, pipe capacity is evaluated as one of the factors for unimproved streets' sewer rankings;
- The Engineering Department will also be continuing maintenance work on improved streets during the whole process of improving unimproved roads; and,
- He would consider replacing the high-ranking water and sewer pipes a health, safety, and welfare issue, noting that pipes in particularly poor condition can lead to water main breaks and contamination issues.

In reply to Commission inquiries, CM Markus explained:

- The City would seek an expression of interest from residents to determine their interest in potentially improving their street before initiating final engineering design;
- Much of this process will be dependent on the Commission having the political will to pursue the improvements even in the face of some resident opposition;
- The Commission will have to decide whether resident enthusiasm for improving a street should cause a street to be improved sooner. Since all the streets need to be improved eventually, it might not be a bad criterion to consider, and Staff would advise the Commission about the circumstances to consider in each particular case;
- His objective is to put the structure for the process in place in Fall 2021 so expression of interest can be solicited from residents in Summer 2022;
- The City will need to be strategic about continuing to use cape seal while also improving roads in order to avoid doing both to a street in quick succession and thus double-assessing residents;
- Improving 2.5miles of roads per year would be a realistic expectation; and,
- Next steps will include City Attorney Kucharek recommending ordinance changes and CCE Surhigh recommending procedural changes.

Commissioner Hoff stated that the majority of residents enjoy living on improved streets even if there was prior resident opposition to the improvements.

Commissioner Host thanked Staff for their work on the project. He said he appreciated CM Markus saying the City might be able to improve 2.5 miles of road per year, and said he was glad to see that deep-strength asphalt might be permitted as an option in some cases.

Mayor Pro Tem Longe stated that when the expression of interest postcards are sent out to residents the City should let them know if their water and sewer systems are particularly high-ranking on the Engineering Department's list, noting that they may not be otherwise aware. She suggested that the City consider having the ranking systems weigh health, safety and welfare conditions more heavily than surface conditions.

Commissioner Nickita commended the AHUSSC for their work on the item. He listed a number of factors that dictate the pace of street improvements, including Birmingham having more streets per mile than other nearby communities, Birmingham having older streets, the process of both community and committee reviews for all improvement proposals, the demand on Staff time while other projects continue and the demand on outside resources such as construction companies and materials. He cautioned that improving 2.5 miles of road per year would be aggressive. He also stated that flooding is an Oakland County issue that has been occurring for years, and that fixing municipal infrastructure alone will not resolve the issue. He explained it needed to continue to be a county-wide effort.

The Mayor thanked everyone involved for their work on the project.

IV. Public Comment

Anthony Long described his experience of initiating the petition process to improve Cummings Ave. He stated that the two residents who were not in favor called him after the work was completed to thank him for pursuing the improvement. He also stated that the City should improve roads with concrete since new home construction cuts into the street and concrete repairs better.

Andrew Haig suggested that the weather of the last 18 months showed that the ten year storm calculation of a one-hour, 1.7 inch rainfall, used to measure pipe capacity, is now out-of-date due to climate change. He recommended the City consider adding a buffer to that amount. He asked if the City could pursue bonding through the federal infrastructure bill to get better preferential rates and bond payments, or whether the City could use the federal government as the bank. He then asked whether the cost breakdown for improving a street should consider gas lines, laterals, and possibly moving electric lines subsurface. Continuing, he asked what would happen to fiber, cable, and phone lines.

CM Markus noted that Birmingham has access to bonds at a lower interest rate than the revolving loan bonds that are available. CM Markus said he was also in the process of meeting with DTE and that he was pushing the issue of moving the power lines underground. He explained that the cost of improving the roads, sewers and water lines was already nearly prohibitive, and ventured that attempting to add more items to the improvement process would derail the project.

Katie Schafer thanked the Commission for continuing to work on the issue. She stated that she had also initiated a petition process to improve her street but that it had resulted in contention between neighbors. She explained that experience was what led her to join the Ad Hoc Unimproved Streets Study Committee (AHUSSC). She concluded by saying that more public education would result in more favorable responses from residents.

The Mayor thanked Dr. Schafer for her work on the AHUSSC and said it had been a pleasure to work with her on the Committee.

David Bloom asked if the City could bond for a special assessment for the properties in the hopes of getting a better special interest rate or a longer paydown period to help the homeowners. He agreed with Mr. Haig about evaluating whether more sewer capacity would be appropriate given an increase in rain and possibly increased strain on the sewer system due to larger homes being constructed. He said the public would need more engagement, not just education. He asked whether sewer linings ultimately decrease sewer capacity.

V. Adjourn

Mayor Boutros adjourned the meeting at 7:28 p.m.

Birmingham City Commission Minutes
September 13, 2021
7:30 p.m.
Municipal Building, 151 Martin
Vimeo Link: <https://vimeo.com/591369155>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

Administration: City Manager Markus, City Clerk Bingham, City Planner Cowan, City Planner Dupuis, Operations Commander Grewe, City Attorney Kucharek, Consulting City Engineer Surhigh

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

ANNOUNCEMENTS

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is now at the HIGH level of community transmission for COVID-19. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- Rail Safety Week 2021 Proclamation

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

V. CONSENT AGENDA

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

09-226-21 Consent Agenda

The following items were pulled from the Consent Agenda:

- Commissioner Hoff: Item L – 2021 Parking Structure Repairs – Construction Period Services
- Commissioner Baller:
 - Item F – Election Commission Designation of Representatives – Public Accuracy Tests for the November 2021 Election
 - Item G – Regional Urban Deer Management Plan – Oakland County

Mayor Pro Tem Longe noted she would abstain from voting on Item I because her spouse has a business relationship with the applicant.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the Consent Agenda with the exception of Items F, G, and L and noting Mayor Pro Tem Longe’s abstention on Item I.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of August 23, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 25, 2021, in the amount of \$11,448,905.61.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 1, 2021, in the amount of \$1,427,355.50.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 8, 2021, in the amount of \$1,241,819.32.
- E. Resolution delegating 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 2, 2021 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 election supplies and ballot containers; and
 - Preliminary logic and accuracy testing.
- H. Resolution authorizing the IT department to convert the City’s Zoom subscription from a monthly payment plan to a yearly payment plan with a total yearly cost of \$6717.60. Funds are available in

the IT Connectivity fund account # 636-228.000-993.0700 This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

- I. Resolution to set a public hearing for October 4, 2021 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows – to allow changes to the front façade and outdoor dining plan.
- J. Resolution setting a public hearing on Monday, October 4, 2021, at 7:30 P.M., for the purpose of determining the necessity for the replacement of sewer and water services within the Lakeview Ave Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, October 25, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing to Confirm the Assessment Roll for the replacement of sewer and water services in the Lakeview Ave Paving project area.

- K. Resolution to award the 2021 Concrete Sidewalk Repair Program #3-21(P), to JB Contractors, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$312,625.00, to be charged to the following accounts;

General Sidewalk	101-444.001-981.0100	\$ 156,312.50
Major Streets Fund	202-449.001-981.0100	\$ 18,757.50
Local Streets Fund	203-449.001-981.0100	\$ 75,030.00
Sewer Fund	590-536.001-811.0000	\$ 31,262.50
Water Service Fund	591-537.005-811.0000	\$ 31,262.50
Total		\$ 312,625.00

Also, to authorize the Mayor to sign the contract on behalf of the City.

09-227-21 (Item L) 2021 Parking Structure Repairs – Construction Period Services

Ops. Cmdr. Grewe confirmed for Commissioner Hoff that WJE would be overseeing the work on the parking structures. He stated that WJE’s evaluation process was reviewed in the structural assessment reports which were provided to the Commission at a previous meeting.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita: To enter into an agreement with WJE for construction period services in an amount not to exceed \$117,200.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

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

Nays, None

09-228-21 (Item F) Election Commission Designation of Representatives – Public Accuracy Tests for the November 2021 Election

Commissioner Baller pulled this item to highlight the City complying with State election law and maintaining the integrity of elections.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the designation of Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the November 2, 2021 election.

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

Nays, None

09-229-21 (Item G) Regional Urban Deer Management Plan – Oakland County

Commissioner Baller pulled this item to highlight the City’s involvement in the new regional urban deer management plan.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Hoff:
To seek the establishment of a regional urban deer management plan for Oakland County.

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

Nays, None

VI. UNFINISHED BUSINESS

09-230-21 Agreement for Managed Assigned Counsel Coordinator (MACC)

CA Kucharek presented this item.

Commissioner Hoff thanked CA Kucharek for her provision of the red line copies and said it was very helpful for understanding what changes were made.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To approve the Agreement for the Managed Assigned Counsel Coordinator (MACC) Under the Michigan Indigent Defense Commission (MIDC) between the City of Birmingham as the Lead Community for the District Control Units of the 48th District Court and Stephanie Ann Achenbach for the period of time from October 1, 2021 through September 30, 2022 and, to authorize the City Manager to sign on behalf of the City.

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

Nays, None

09-231-21 NEXT Interlocal Agreement

CA Kucharek presented this item.

Cris Braun, Director of NEXT, was also present.

Commissioner Hoff thanked CA Kucharek for meeting with appropriate representatives from the other involved municipalities. She also said the changes made from the last meeting improved the clarity of the agreement.

CA Kucharek stated that the City has no governance jurisdiction for NEXT since it is a 501(c) organization.

In reply to Commissioner Nickita, Ms. Braun stated that Birmingham increased its contribution to NEXT around 2014, and perhaps once again after that.

Commissioner Hoff noted that NEXT provides the City with statements regarding how funds are used.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Longe:
To approve the City of Birmingham's participation in an Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.

Public Comment

Gordon Rinschler stated that this was a positive foundational step in documenting how the four participating municipalities have been contributing to NEXT and added that more work would be needed to continue supporting seniors in the community.

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

Nays, None

09-232-21 Amended Contract with SP Plus Corporation

Ops. Cmdr. Grewe reviewed the item. In reply to Commissioner Hoff, he stated that all fee structure remained the same from the previous contract to the proposed amended contract.

In reply to Commission comment, CA Kucharek confirmed that 'SP Plus' had been written in erroneously instead of 'the City' in at least one location in the contract. She said she would review the entire document and make any required corrections. She also said she found the current fee structure troublesome and would work with the new Parking Manager, once hired, to make revisions.

Commissioner Hoff asked CA Kucharek to also review the dollar amounts included in the contract to ensure there were no discrepancies.

In reply to Commissioner Baller, Ops. Cmdr. Grewe stated that the City was not currently being charged for the mobile app. He stated that the City was also not charged the remote management fee while there was free parking in the decks due to Covid-19.

CM Markus recommended that the Commission take no action to allow CA Kucharek to make the requisite changes.

CA Kucharek confirmed for Mayor Pro Tem Longe that the amended contract would change the term of the agreement in the City's favor.

The Commission took no action.

VII. NEW BUSINESS

09-233-21 Art on Loan Application for "Steel Horse" by Barry Harrison

CP Cowan presented the item and stated that the City received a majority positive responses from the poll conducted via Engage Birmingham about the sculpture and the placement of the sculpture.

Commissioner Hoff noted that there were almost 150 responses to the aforementioned poll.

In reply to Commissioner Hoff, CP Cowan noted the sculpture was being installed away from the sports field and parking area, but said there were some sharp edges. He stated that three of the sculpture's legs

would be bolted into the ground, and that installation would be reviewed and approved by the Engineering Department.

CP Cowan noted that the statue was confirmed to be appropriately insured by the City Attorney.

Both CP Cowan and CM Markus noted that the City cannot control whether individuals may attempt to climb art, trees, or other structures in City parks. CM Markus stated that the statue would be checked for sharp edges.

Mayor Boutros said he shared Commissioner Hoff's concern.

CP Cowan stated that DPS had reservations about providing lighting for the sculpture.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Host:
To approve the installation application of "Steel Horse" in Poppleton Park at Madison Ave and Woodward Ave under the City's Call-For-Entry program and to approve the payment of a \$2,000 stipend; \$1,000 is to be paid upon installation of the sculpture and an additional \$1,000 to be paid out at the end of the 3-year term, to be charged to the Public Arts Board account #101-299-000-811-0000.

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

Nays, None

09-234-21 2021 North Old Woodward Structure Repair Award

Ops. Cmdr. Grewe reviewed the item. He noted that most of the recommended repairs were immediate and near-term recommendations.

Commissioner Nickita estimated that between the repairs done since 2019 and the repairs recommended by WJE over the next five years the City's investment in repairs to the N. Old Woodward deck will be around \$5 million.

CM Markus noted that the amounts provided for the upcoming repairs are only estimates.

Commissioner Host noted that the structural assessment report provided to the Commission in 2019 found the N. Old Woodward deck was already \$6.5 million behind in normal maintenance at that time. He noted that estimate was two years prior to the current discussion.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To award the contract to Smith's Waterproofing for the proposed work at the North Old Woodward Parking Structure in the amount of \$891,303.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

Automobile Parking Enforcement Fund

Revenues:

Draw from Fund Balance	<u>\$891,303.00</u>
(Account #585-000.000-400.0000)	
Total Revenues	<u>\$891,303.00</u>

Expenditures:

Capital Outlay – Buildings	<u>\$ 891,303.00</u>
(Account #585-538.005-977.0000)	
Total Expenditures	<u>\$891,303.00</u>

Commissioner Baller stated that it was imperative to begin the process of planning for that parcel. He said he was surmising that Commissioner Nickita’s questions stemmed partially from a concern about continuing to invest in a structure the City may not plan to maintain long-term, and said these decisions would be easier if the Commission had more clarity about its plans for the deck and the parcel.

Public Comment

Chris Shlark, Marketing Director of the Laborers International Union of North America (LiUNA), stated that all the bidders on this project except for Smith’s Waterproofing utilize LiUNA’s Department of Labor Certified Training and Apprenticeship program. He said that may be why Smith Waterproofing’s timing estimate for the project was 150 days instead of the 98 days proposed by the second lowest bidder, Ram Construction. He noted that LiUNA members also have healthcare and retirement benefits. He encouraged the Commission to “accept the most responsible bid to perform the work”.

Bobby Mazur, Ram Construction, disputed the award of the project to Smith’s Waterproofing, citing the fact that Smith’s Waterproofing is a non-union contractor. He stated that employees of Ram Construction pass drug tests and background checks. He stated that he did not believe that Smith’s Waterproofing has shown that they have done similar projects with the same scope of work and magnitude. He requested the Commission reconsider its award of the project, and recommended the City re-review Smith’s Waterproofing’s similar project list. He also echoed Mr. Shlark’s comment about Ram Construction’s shorter proposed project duration.

Daniel Libo, Ram Construction, echoed Mr. Shlark’s comment about Ram Construction’s shorter proposed project duration.

William Miller, Political Director for the Operation Engineers Local 324 and Oakland County Commissioner, said that as an Oakland County Commissioner he goes not just go with the lowest bidder, but with the lowest responsible bidder in order to be a good steward of taxpayer dollars. He asked the Commission to reconsider its award of the project.

Mr. Bloom echoed Commissioner Baller’s comment.

Commissioner Nickita noted that the N. Old Woodward deck is the oldest of the City's decks, and said he has always felt that there would be a better use for that site. He said he would reluctantly support the motion because he felt the City had already invested too much to repurpose the parcel in the near future. He said it was an unfortunate set of circumstances not in the best interest of the Downtown or in the development of that particular area.

Commissioner Baller spoke in favor of having a further discussion of Commissioner Nickita's points. He said he was interested in the City Manager's perspective as well.

CM Markus said his view was that the project should move ahead, and that the City needs the deck for the time being. He said that a lot of projects could potentially be developed there that would still require parking in that area.

The Mayor said the deck needed to be repaired in order to continue being operational while waiting for a potential future development.

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

Nays, None

09-235-21 Asphalt Resurfacing Project Contract #5-21 (P) Contract Award

CCE Surhigh was present regarding the item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To award the 2021 Asphalt Resurfacing Project #5-21(P) to Pamar Enterprises Inc. contingent upon execution of the agreement and meeting all insurance and bonding requirements in the amount of \$1,476,831.04, to be charged to the accounts as listed in the report.

Commissioner Nickita said that while the repairs were necessary he would like to see the City also address some of the pedestrian, vehicular, visibility and adjacency issues in the area.

Commissioner Hoff said she was glad to see that residents of Latham were polled on Engage Birmingham about the project and that green space would be added to the area.

In reply to Commissioner Baller, CCE Surhigh said that if the City pursues the installation of sidewalks along Latham after this project, it would likely only require removing the section of the curb where the ramp needs to go. He explained that the resurfacing project should not rely on the addition of sidewalks since the road surface needs repair presently.

CM Markus said that reconstruction projects tend to be more conducive to adding sidewalks than resurfacing projects.

CCE Surhigh estimated that the project would begin Fall 2021 and continue into Spring 2022.

Commissioner Nickita recommended that the City engage in an ongoing, intentional discussion of how to get sidewalks installed, noting that it is a complex process.

Public Comment

Dr. Schafer noted that a number of Latham residents mentioned sidewalks in their feedback to the City regarding the project. She noted that the Multi-Modal Transportation Board (MMTB) discussed sidewalks along Latham as well. She said that while the resurfacing project needs to occur, she was unsure when else the issue of sidewalks along Latham could be addressed.

Mr. Haig echoed Dr. Schafer's comments. He said that many children use Latham, and recommended that the City begin engaging in Commissioner Nickita's recommendation about having an intentional dialogue about how to get more sidewalks in the City.

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

Nays, None

09-236-21 Commission discussion on items from prior meeting.
1. Ad Hoc Joint Senior Services Committee

Mayor Pro Tem Longe provided introductory comments.

After discussion, the Commission requested that CM Markus meet with Ms. Braun, NEXT Director, and Embekka Roberson, Birmingham Schools Superintendent, sometime in the next few months to discuss the option for leasehold improvements and an expansion of the space at Midvale.

Ms. Braun said she was in favor of that plan. She said that while NEXT serves the community in a number of ways, more space would allow NEXT to serve the community even more effectively. She stated that while Dr. Roberson is very familiar with NEXT's role in the community, the Superintendent may have a lot on her plate currently from beginning her role as Superintendent and managing how Covid-19 impacts school operations. Consequently, she said waiting a few months to propose a meeting would be appropriate.

Ms. Braun also told the Commission that NEXT has a number of subcommittees engaged in ten-year strategic planning, and said she would work to provide information from those subcommittees more regularly to the Commission moving forward.

Commissioner Nickita said he was proud of the City's investment in seniors via its support of NEXT, and said he wanted more residents to be aware of the City's support of NEXT's work.

09-237-21 Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Baller:
To discuss sidewalks as a policy issue.

Commissioner Baller recommended a joint meeting with the Multi-Modal Transportation Board.

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

Nays, None

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Board of Zoning Appeals
 - 2. Notice of intention to appoint to the Birmingham Shopping District Board
- B. Commissioner Comments

Commissioner Host thanked Staff for addressing the sidewalk safety issues on the south side of Oak between Lakeview and Lakeside.

Commissioner Host then referenced an article from the September 6, 2021 issue of Businessweek suggesting that parking should be priced according to market value, time of day, and the number of open spaces, and that the revenue should be spent on initiatives to better the surrounding community. He stated that there is no such thing as free parking, and thanked the City Manager for his attention to the matter of parking and the Parking Assessment District when the City Manager is also working on a number of other projects.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff

CM Markus stated that Nick Dupuis was elevated to the role of Planning Director and Brooks Cowan was elevated to the role of Senior Planner. He explained that the City would now be looking for an Assistant

City Planner and a Planning Intern. He stated that ACM Ecker would also continue working with the Planning Department in an advisory role over the next several months.

The Mayor congratulated PD Dupuis and SP Cowan on their appointments.

1. Public Hearings Memo
2. **Clerical Error in Zoning Ordinance Article 2, Section 2.40 MX (Mixed Use) Table 2.40.3 – Maximum Total Floor Area**

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 9:32 p.m.

Birmingham City Commission Minutes

September 20, 2021

7:30 p.m.

Municipal Building, 151 Martin

Vimeo Link: <https://vimeo.com/event/3470/videos/604426064/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Pierre Boutros, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

Administration: City Manager Markus, City Clerk Bingham, Planning Director Dupuis, Operations Commander Grewe, City Attorney Kucharek, Consulting City Engineer Surhigh

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

- The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. **Oakland County is now at the HIGH level of community transmission for COVID-19.** The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.
- The City Clerk's office encourages voters wishing to vote absentee for the November 2, 2021 election to return their absentee ballot applications as soon as possible. The City Clerk's office will begin mailing ballots out to voters who have submitted an application by the end of this week. Precinct 6 voters are reminded that their new polling location is the Baldwin Public Library, all precinct 6 voters should be receiving new voter ID cards in the mail soon with their updated precinct assignment.
- CM Markus reviewed the circumstances of a fatal pedestrian accident which occurred on the evening of September 17, 2021 when a pedestrian crossed against a signal. He expressed the City's sympathy and condolences to the family for the loss of their loved one. He reminded the community that a family is in mourning and advised the community to be mindful of that fact when using social

media. He advised the community that MDOT is entirely responsible for the area in which the accident occurred. He noted that the City has repeatedly expressed concerns to MDOT regarding the safety of the intersection at Woodward and Brown/Forest and outlined the safety improvements the City had requested for said intersection. He noted that a meeting with MDOT was scheduled, prior to the accident, for the upcoming week to discuss the safety of this intersection. He stressed that all concerned Michigan residents should reach out to their State representatives, Senators, and the Governor's Office to ask them to direct MDOT to prioritize funding along Woodward for the improvement of the pedestrian environment and specifically for safety improvements at the intersection of Woodward and Brown/Forest.

09-238-21 Public Comment on the Baldwin House

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Sherman:
To allow members of the public to speak for three minutes each regarding the Baldwin House announcement.

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

Nays, None

Tina Marzlof, Chief Operating Officer, Nicole Lumberg, Executive Director, Rob Gillette, CEO, and Jim Nichols, co-owner, all of Baldwin House, were present.

Ms. Marzlof stated that the ownership of the Baldwin house has not changed. She explained that there had initially been resistance in the City to allowing low-income housing at the Baldwin House and that a case regarding the matter went to the U.S. Supreme Court and the Court found in the Baldwin House's favor. She stated that having low-income housing at the Baldwin House has only been beneficial to the community. She noted that the term limit for low-income housing at the Baldwin House expires in 2025 with a grandfather-in period expiring in 2028.

Mr. Nichols explained that the Baldwin House will be asking the City and State if they would be willing to continue providing financial assistance to offset the costs of maintaining low-income housing. He confirmed that any low-income residents established in the Baldwin House by 2025 would be welcome to stay at those rates until 2028, and that the matter of rates beyond 2028 is not yet decided.

CM Markus briefly reviewed the history of the consent judgment that helped establish the Baldwin House and the successful recall of some Birmingham elected officials launched in response to the Court's finding that Birmingham had been discriminatory. He noted that none of the fears of declining property values or other potential issues from allowing low-income housing were realized, and said the Baldwin House has had an immensely positive impact on the community. He stated he would encourage the City to pursue ways of helping the Baldwin House maintain its low-income offerings.

Commissioner Hoff expressed concern that senior low-income residents are being told they may have to move within four to seven years if they will no longer be able to afford the rent at the Baldwin House. She explained that asking someone to move at that age is prohibitive, and that even if they were able to move they would be unlikely to find another place to live in Birmingham.

In reply to Commissioner Baller, Mr. Nichols stated that the Baldwin House received a beneficial mortgage, a payment-in-lieu-of-taxes agreement, and tax credits for providing low-income housing.

CM Markus noted that the City's settlement with the Baldwin House also helped offset costs in a way that allowed low-income housing.

Public Comment

Linda Buchanan spoke as a City resident and the Vice-President of the Baldwin House Board of Directors. She stated that the Board was not notified by ownership of the potential changes, that the Board was dismayed to hear that the low-income housing may not continue, and that the Board is interested in potentially assisting residents who may be displaced in the future find other housing. She said the Board was unsure about the future of its own existence beyond 2025.

David Bloom expressed displeasure that the owners entered into a mortgage that would seemingly require the raising of the rental rates for residents.

APPOINTMENTS

09-239-21 Appointment of Patrick Rock to the Martha Baldwin Park Board

The Commission interviewed Patrick Rock for the appointment.

MOTION: Nomination by Commissioner Hoff:
To appoint Patrick Rock as a regular member to the Martha Baldwin Park Board to serve the remainder of a four-year term to expire May 1, 2024.

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

Nays, None

09-240-21 Appointment of Thomas Loafman to the Historic District Study Committee

The Commission interviewed Thomas Loafman for the appointment.

MOTION: Nomination by Commissioner Nickita:
To appoint Thomas Loafman as a regular member to the Historic District Study Committee to serve the remainder of a three-year term to expire June 25, 2022.

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

Nays, None

09-241-21 Appointment of Patricia Lang to the Historic District Commission

The Commission interviewed Patricia Lang for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Patricia Lang to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

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

Nays, None

09-242-21 Appointment of John W. Henke III to the Historic District Commission

The Commission interviewed John W. Henke III for the appointment.

MOTION: Nomination by Commissioner Sherman:
To appoint John W. Henke III to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

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

Nays, None

09-243-21 Appointment of Gigi Debbrecht to the Historic District Commission

The Commission interviewed Gigi Debbrecht for the appointment.

MOTION: Nomination by Commissioner Baller:
To appoint Gigi Debbrecht to the Historic District Commission as a regular member to serve a three-year term to expire September 25, 2024.

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

Nays, None

09-244-21 Appointment of Patricia Lang to the Design Review Board

MOTION: Nomination by Commissioner Host:
To appoint Patricia Lang as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2024.

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

Nays, None

09-245-21 Appointment of Julijana Rasawehr to the Design Review Board

The Commission interviewed Julijana Rasawehr for the appointment.

MOTION: Nomination by Commissioner Hoff:
To appoint Julijana Rasawehr as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2024.

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

Nays, None

09-246-21 Appointment of John W. Henke III to the Design Review Board

MOTION: Nomination by Commissioner Sherman:
To appoint John W. Henke III as a regular member of the Design Review Board to serve a three-year term to expire September 25, 2024.

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

Nays, None

City Clerk Bingham swore in the present appointees, and the Mayor noted that any appointees attending via Zoom would be sworn in in person at a later date.

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

Joan Schloop spoke about the danger of the Woodward and Brown/Forest intersection. She said that some organized effort on the part of the City would be more persuasive to MDOT than individual residents writing their representatives. She volunteered to participate in any organized effort the City puts forth.

John Hoeffler echoed Ms. Schloop’s comments and offer to volunteer in an organized effort. He thanked the Commission and Staff for their efforts.

The Mayor emphasized the City’s historic and ongoing efforts to improve the safety of Woodward and its intersections in Birmingham.

Anthony Long said Staff was accurately representing their ongoing efforts to communicate the dire situation on Woodward to MDOT in terms of pedestrian safety. He recommended that flashing lights be considered for pedestrian crossings on Woodward.

Heather Carmona spoke about the City’s planned improvements to the Oak-Lakeview-Lakeside area. She described the pedestrian improvements as critically important. She asked the Commission to meet with the Multi-Modal Transportation Board (MMTB) and to move the long-term improvements forward as quickly as possible. She thanked the MMTB for their work. She said she would continue to be involved in the conversations about improving the area.

CM Markus said he would recommend that the MMTB and the Greenwood Cemetery Advisory Board study the addition of a sidewalk along Greenwood Cemetery to improve the pedestrian safety in the the Oak-Lakeview-Lakeside area.

The Commission concurred with CM Markus’ recommendation.

V. CONSENT AGENDA

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

09-247-21 Consent Agenda

The following items were pulled from the Consent Agenda:

Commissioner Baller:

Item B – 2022 Village Fair – June 1 – June 5, 2022

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To approve the Consent Agenda with the exception of Item B.

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

Nays, None

**Minutes from the September 13, 2021 workshop and regular meeting will be included in the October 4, 2021 packet for approval.*

- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 15, 2021, in the amount of \$36,958,844.23.
- C. Resolution approving a special event permit as requested by Ascension of Christ Lutheran Church to erect the 2021 Nativity Display in Shain Park on Saturday, Nov. 27 through Friday, December 31, 2021, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- D. Resolution authorizing the City’s compliance with the provisions of State of Michigan Public Act 152 of 2011, by exercising the City’s option to exempt itself from the requirements of the Act; and further, to direct the Assistant City Engineer and Finance Director to sign and submit the required from to MDOT.

09-248-21 (Item B) 2022 Village Fair – June 1 – June 5, 2022

Commissioner Baller reported speaking with Joe Bauman, President of the Birmingham Bloomfield Chamber, about potentially opening the Fair to the service recipients of local non-profits on the Wednesday before the Fair is open to the general public for Fairs in 2023 and beyond. Commissioner Baller explained it would be a charitable sponsorship opportunity to underwrite the costs of opening up the Fair a day early to those the service recipients of those organizations.

Mr. Bauman stated organizations like Orchard Children’s Services, Variety Children’s Charity, Haven and Lighthouse were some groups that might be considered.

In reply to Commissioner Sherman, Commissioner Baller confirmed that he is both a vendor for the Chamber and a member of the Chamber.

In reply to the City Attorney, Commissioner Baller stated that there he had no fiduciary relationship to the Village Fair, and that he received no gain from the Village Fair.

CM Markus said that if tickets could be purchased with a credit card then there was a financial connection between Commissioner Baller and the Village Fair.

Mr. Bauman confirmed that tickets could be purchased with a credit card.

Commissioner Baller suggested that the fees he pays to the Chamber more than offset whatever proceeds he receives from credit card sales of Village Fair tickets.

The City Attorney reiterated that if there is any gain a Commissioner should recuse themselves from the relevant vote.

Commissioner Baller maintained his position that there is no gain.

CM Markus said that a recommendation should be made by the City Attorney after an appropriate review and that presently was not the time for the City Attorney to make the determination.

It was emphasized that these disclosures should occur in advance of meetings whenever possible to give the City Attorney enough time to review a potential conflict-of-interest.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Host:
To approve a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 57th Annual Village Fair and private party in Shain Park and on the surrounding streets and sidewalks, June 1 through June 5, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event due to public health and safety measures.

Commissioner Nickita reiterated that the conversation regarding the potential conflict-of-interest should not have been conducted during the meeting and said he trusted the City Attorney to conduct an appropriate review.

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

Nays, None
Abstain, Commissioner Baller

VI. UNFINISHED BUSINESS

09-249-21 Amended Contract with SP Plus Corporation

Ops. Cmdr. Grewe summarized the item.

Commissioner Hoff raised concerns that the figures in the memo did not align with the figures in the contract.

Mayor Pro Tem Longe noted that the figures in the memo may have been the bid amount, which may have changed when the final contract was negotiated.

CM Markus noted that none of the figures had been changed from when the City entered into the contract in 2019. He reiterated that the changes to the contract only added protections so that SP Plus employees could not be considered City employees. He stated that the contract, and the figures therein, takes precedence over the memo and the minutes from that time. He stated he would have Staff review the figures in the contract again to ensure that there were no inaccuracies.

In reply to Mayor Pro Tem Longe, CM Markus stated that it was understood that the City was not paying the \$1500/month mobile application fee at this time since the associated mobile application had not yet been implemented.

MOTION: Motion by Commissioner Nickita, seconded by Mayor Pro Tem Longe: To approve the amended contract with SP Plus Corporation for Parking Management Services for the five City owned parking structures. Furthermore, to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

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

Nays, None

VII. NEW BUSINESS

09-250-21 Public Hearing for 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 9:18 p.m.

PD Dupuis summarized the item.

Kevin Biddison, architect, and Aaron Belen, owner, were present on behalf of the project.

Mr. Biddison confirmed that the dining deck could be used until the close of business each night. He stated that the dining deck tends not to get much use later in the evening since the evening entertainment occurs inside the restaurant. He stated that The Morrie was aware of the prohibition on propane storage.

Commissioner Hoff said she was reluctant to approve the deck given the importance of maintaining parking in the downtown area.

In reply to Commissioner Sherman, Mr. Belen confirmed that that Bianchi Salon and Lucido, the adjacent businesses, were supportive of a larger parking deck as the foot traffic generated helps support their businesses.

Commissioner Baller asked the City Attorney whether the present public hearing was proceeding according to her recommendation on best practices from her August 23, 2021 memo which was included in the September 13, 2021 agenda packet.

The City Attorney said it was not. She briefly reiterated how public hearings should be conducted.

Given the City Attorney's recommendations, and seeing no public comment, the Mayor closed the public hearing at 9:38 p.m.

Commissioner Host recommended that the Commission postpone this decision until it had an opportunity to discuss it with the Planning Board at the upcoming joint meeting.

While Commissioners Sherman and Nickita thought it might be beneficial to allow the use of a fifth parking space for the dining deck, Mayor Pro Tem Longe thought it more prudent to adhere to the Advisory Parking Committee's recommendation of using only four parking spaces since establishments across the street might also be requesting dining decks in the near future. She suggested that doing so would still allow for increased foot traffic while maintaining some parking in the area.

Mr. Belen stated that allowing the use of a fifth parking space for the dining deck would allow the addition of one or two more two-top tables.

CM Markus opined that the fifth parking space would have greater benefit as a parking space than as an addition to the dining platform given that only two tables maximum could be added.

Commissioner Baller said he was disappointed that the dining deck would occupy four parking spaces all day while The Morrie was not serving lunch. He also said that the City should review the cost to operators to lease parking spaces more generally.

Commissioner Nickita noted that dining decks have both traffic calming and street activation benefits, and that this is a relatively under-activated area of the City. He said that while it would be good if The Morrie could eventually open for lunch, the Covid-19 pandemic has made staffing restaurants very difficult at this time. He also stated that the Commission should not apply bistro expectations of activating the street to Class C licensees.

The Mayor concurred with Commissioner Nickita.

After brief discussion of how to include an end date to the SLUP in order to anticipate potential future recommendations from the Planning Board regarding outdoor dining standards, the City Manager

recommended that the Commission table the remainder of the present discussion to the end of the evening's New Business to allow the City Attorney time to formulate appropriate language for the motion.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To table the remainder of the discussion on the present item to the end of the evening's New Business.

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

Nays, None

09-251-21 Public Hearing for Amendments to Article 7, Sections 7.01 and 7.29 of Chapter 126, Zoning – Public Notice

The Mayor opened the public hearing at 10:12 p.m.

PD Dupuis summarized the item.

Seeing no public comment, the Mayor closed the public hearing at 10:14 p.m.

CM Markus stated it would most benefit the public to have their comments on City projects solicited at a public hearing where they have the opportunity to hear summaries of the matters under consideration from Staff. He said that adding other ways of soliciting feedback would unnecessarily complicate the process.

Commissioner Nickita said that streamlining the process via these proposed ordinance amendments was appropriate.

MOTION: Motion by Commissioner Nickita, seconded by Commissioner Sherman:
To adopt ordinance amendments to Chapter 126, Zoning:
1. Article 7, Section 7.01 (General) to add general public notice requirements; and,
2. Article 7, Section 7.29 (Site Plan Review: Hearing on Review; Notice) to remove and relocate public notice requirements.

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

Nays, None

09-252-21 2021 Park, Peabody, and Chester Structure Repair Award

The City Manager requested a brief pause to the meeting at 10:24 p.m.

The meeting reconvened at 10:29 p.m.

Ops. Cmdr. Grewe summarized the item.

Commissioner Baller said he hoped that occupancy in the structures continues to be tracked regularly so trends can be established.

Ops. Cmdr. Grewe confirmed occupancy would continue to be tracked.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita:
To award the contract to Pullman SST for the proposed work at the Park, Peabody, and Chester parking Structures in the amount of \$523,800.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

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

Nays, None

CM Markus stated that the City owed Ops. Cmdr. Grewe and PC Clemence a debt of gratitude for their stewardship of the parking system over the last number of months.

The Mayor agreed and offered both Ops. Cmdr. Grewe and PC Clemence thanks on behalf of the City.

**09-253-21 Contract Award for 2021 Sewer Rehabilitation Program
City Contract #8-21(P)**

CCE Surhigh summarized the item.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Host:
To award the 2021 Sewer Rehabilitation Program #8-21(S), to D.V.M. Utilities, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements, in the amount of \$1,045,323.50, to be charged to the following accounts;

Major Streets Fund	202-449.001- 981.0100	\$ 73,448.40
Sewer Fund	590-536.001- 981.0200	\$ 971,875.10
Total		\$ 1,045,323.50

To approve the appropriation and amendment to the fiscal year 2021-2022 budget as follows:

Sewer Fund:

Revenues:

590-000.000-400.0000	Draw from Net Position	\$ 471,880
Total Revenue		<u>\$ 471,880</u>

Expenses:

590-536.001-981.0200	Sewer Improvement	\$ 471,880
Total Expenses		<u>\$ 471,880</u>

And, to authorize the Mayor to sign the contract on behalf of the City.

In reply to Commissioner Nickita, CCE Surhigh clarified that the contract encompasses an analysis of the condition of the sewers and minor rehabilitation work. He also confirmed that that the Engineering Department and the City was continuing its work on addressing flooding and sewer capacity issues.

In reply to Commissioner Baller, CCE Surhigh said about 15% of the City's sewer system would be included in this contract.

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

Nays, None

09-254-21 Recission of Motion Naming October 18, 2021 as the date for the Joint Commission and Planning Board Meeting

MOTION:

Motion by Mayor Pro Tem Longe, seconded by Commissioner Hoff:

To rescind the prior resolution approved on September 14, 2020 naming Monday, October 18, 2021 as the date for the Joint Commission and Planning Board meeting.

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

Nays, None

09-255-21 Motion Naming October 11, 2021 as the date for the Joint Commission and Planning Board Meeting

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Longe:
To change the Joint Commission and Planning Board meeting date to Monday, October 11, 2021 as published in the City Calendar.

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

Nays, None

09-256-21 Public Hearing for 260 N. Old Woodward – The Morrie – Special Land Use Permit Amendment, Final Site Plan & Design Review

MOTION: Motion by Mayor Pro Tem Longe, seconded by Commissioner Baller:
To adopt a resolution to approve the Special Land Use Permit amendment, Final Site Plan and Design Review application for 260 N. Old Woodward – The Morrie – to allow the addition of a new outdoor dining platform in the N. Old Woodward right-of-way, through November 15, 2022, and continuing on a yearly basis, unless there are changes to the Zoning Ordinance at Article 4, 4.44, Outdoor Dining Standards, which then, the Special Land Use Permit will end on November 15 of the year in which the Zoning Ordinance changes.

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

Nays, Commissioner Hoff
Commissioner Host

09-257-21 Commission discussion on items from prior meeting

1. Sidewalk Policy

Commissioner Nickita stated that the City should develop a stronger and more clear policy on how sidewalks will be added as part of the City's infrastructure improvements.

CM Markus noted that the City has exemplary sidewalk maintenance in order to avoid trip-hazards. He explained that adding sidewalks would add to the City's maintenance costs, and that the adjoining properties would be assessed for the installation of sidewalks. He estimated it would cost approximately \$1 million per mile to add sidewalks.

CM Markus and Commissioner Nickita concurred that focusing sidewalk additions in areas where there is more pedestrian traffic would be the prudent next step.

After Commission discussion, CM Markus said he would request that the MMTB rank which areas of the City should be considered for sidewalk installation first.

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

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Host stated that the memorial for Pat Andrews would be on November 5, 2021 at Holy Name at 10 a.m.

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

CM Markus reviewed his report.

The Commission said they were in favor of the Birmingham Shopping District creating a Birmingham Gateway Committee as outlined in the City Manager's Report.

INFORMATION ONLY

XI. ADJOURN

Mayor Boutros adjourned the meeting at 11:15 p.m.

City of Birmingham
Warrant List Dated 09/22/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
281472	*	MISC	790 LAKEVIEW AVENUE LLC	156.00
281473		MISC	A & R LAWN & LANDSCAPE SERVICES INC	200.00
281474		MISC	A.M. LEONARD INC.	277.14
281475	*	MISC	AARON HOLDINGS COMPANY LLC	1,387.50
281476		MISC	ACTION CONSTRUCTION	1,000.00
281477		003708	AIRGAS USA, LLC	244.79
281478		MISC	ALIMOFF BUILDING & DEVELOPMENT LLC	2,500.00
281479	*	MISC	ALVIN C SALLEN	130.00
281480		009253	ANDRUS ARCHITECTURE INC	4,797.85
281481		MISC	ANTHONY BRANHAM	100.00
281482	*	006759	AT&T	390.46
281483	*	006759	AT&T	108.53
281484	*	006759	AT&T	221.13
281486		MISC	BASEMENT CRACKS & LEAKS/METRO	200.00
281487		MISC	BASIMA B CACCOZ REVOC LVNG TRUST	200.00
281488		007540	BIO SYSTEMS, INC.	990.00
281490		003526	BOUND TREE MEDICAL, LLC	213.64
281491		MISC	BRANDYWINE CONSTRUCTION LLC	1,000.00
281492	*	008334	DAVID BUTTIGIEG	117.60
281493		003907	CADILLAC ASPHALT, LLC	475.83
281495		000571	CAR TRUCKING INC	10,600.00
281496		MISC	CASWELL MODERNIZATION CO INC	500.00
281497		MISC	CENTIMARK ROOFING CORP.	200.00
281498		009137	CGS, INC	875.00
281499		MISC	CHERNOW, DAVID	100.00
281500		000605	CINTAS CORPORATION	105.20
281501	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,325.92
281502		MISC	COLLISTER COMPANY LLC	100.00
281503	*	008955	COMCAST	65.11
281504	*	000627	CONSUMERS ENERGY	403.79
281505		001367	CONTRACTORS CONNECTION INC	721.70
281506	*	007638	MARSHALL CRAWFORD	219.00
281507		MISC	CREGGER SERVICES INC	279.58
281508		MISC	DANFORTH INDUSTRIES, INC.	100.00
281509		008005	DE LAGE LANDEN FINANCIAL SVCS INC	173.75
281510		009309	DEALER AUTO PARTS	358.00
281511		MISC	DETROIT BUILD INC	100.00
281512	*	MISC	DEVON TITLE	7,390.70
281513		008641	DINGES FIRE COMPANY	137.67
281514		MISC	DIVERSIFIED CONSTRUCTION MGMT	200.00
281515		MISC	DONALD A BOSCO BUILDING INC	900.00
281516	*	MISC	DONALD CRAWFORD	5,329.01

City of Birmingham
Warrant List Dated 09/22/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281517	*	007538	EGANIX, INC.	720.00
281518		004671	ELDER FORD	77.15
281520		003942	ENABLEPOINT, INC	2,999.00
281521	*	000936	FEDEX	27.20
281522		MISC	FOUR SEASONS GARDEN CENTER	100.00
281523		006384	GEOGRAPHIC INFORMATION SERVICES, IN	261.05
281524		MISC	GLOSSMANN, TOBIAS	300.00
281525		MISC	GRAY, ERIKA J	500.00
281526		MISC	GREAT OAKS LANDSCAPE	600.00
281528		001531	GUNNERS METER & PARTS INC	5,070.00
281529		001377	HAGOPIAN CLEANING SERVICES	497.00
281530		001447	HALT FIRE INC	740.19
281531	*	001956	HOME DEPOT CREDIT SERVICES	391.33
281532		MISC	HOMES WITH DISTINCTION LLC	200.00
281533		000948	HYDROCORP	600.00
281543		000344	J.T. EXPRESS, LTD.	3,976.02
281544	*	009299	JACK D. PESHA	7.38
281545	*	MISC	JACK TODD- PETTY CASH	71.24
281546		009322	JACKIE'S TRANSPORT INC	875.00
281547		008564	JERRY'S TIRE INC	5,761.92
281548		MISC	JOBECK'S CUSTOM DESIGN	200.00
281549		MISC	KEN JACKSON CLEAN-UP, INC	500.00
281550	*	000362	KROGER COMPANY	37.90
281551	*	MISC	LAURA L. JOHNSON	475.00
281553		MISC	LEXIPOL	2,312.00
281554		MISC	MASSIMO D AGOSTINO	100.00
281555		MISC	MATTHEW GRECH	200.00
281556		000888	MCKENNA ASSOCIATES INC	33,464.70
281557	*	004738	MGFOA	120.00
281558		MISC	MICHIGAN ASPHALT PAVING	100.00
281559	*	007659	MICHIGAN.COM #1008	89.23
281562		007163	MOBILE HEALTH RESOURCES	2,199.74
281563		MISC	MORGAN JACOBSEN	1,000.00
281564		MISC	MOSHER DOLAN	300.00
281566		MISC	NOELLE CASSEL	100.00
281567		MISC	NORTH WINDS BUILDING AND CONST	100.00
281568		MISC	OAKES ROOFING SIDING & WINDOWS INC	200.00
281569		002853	OAKLAND COMMUNITY COLLEGE	930.00
281570		000919	OAKLAND COUNTY TREASURER	30.00
281571	*	003461	OBSERVER & ECCENTRIC	314.94
281573	*	000481	OFFICE DEPOT INC	280.20
281575	*	008858	PODS ENTERPRISES, LLC	522.00
281576	*	000801	POSTMASTER	2,035.32

City of Birmingham
Warrant List Dated 09/22/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281577	*	000801	POSTMASTER	4,000.00
281578		MISC	RENEWAL BY ANDERSEN	500.00
281579		MISC	RICHARD NADJARIAN REV LVNG TRUST	200.00
281580		MISC	ROBERTO PELINI	100.00
281581	*	007142	SHERWIN-WILLIAMS COMPANY	99.35
281582	*	008252	SHERWIN- WILLIAMS COMPANY	95.97
281583		001104	STATE OF MICHIGAN	54,418.57
281584		MISC	SUPERB CUSTOM HOMES	2,400.00
281585		MISC	TEMPLETON BUILDING COMPANY	200.00
281586		MISC	THREE C'S LANDSCAPING	1,320.00
281587		MISC	TRESNAK CONSTRUCTION INC	100.00
281589	*	004379	TURNER SANITATION, INC	1,385.00
281590		MISC	UNITED BUILDING SERVICE	200.00
281591		MISC	VANGUARD BUILDING GROUP LLC	360.00
281592	*	000158	VERIZON WIRELESS	308.16
281593	*	000158	VERIZON WIRELESS	495.28
281594	*	000158	VERIZON WIRELESS	49.26
281595		MISC	W.DANIEL MONAHAN	500.00
281596		MISC	WALLSIDE WINDOWS	100.00
281597		006762	WATCHGUARD VIDEO	615.00
281598	*	000299	WEINGARTZ SUPPLY	50.93
281599		001490	WEST SHORE FIRE INC	1,448.33
281600	*	005794	WINDSTREAM	883.78
281601		MISC	WINDY CITY CONSTRUCTION	1,000.00
281602		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	21,075.00
SUBTOTAL PAPER CHECK				\$206,185.04
<u>ACH TRANSACTION</u>				
4255	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	44,961.75
4256		009126	AMAZON CAPITAL SERVICES INC	35.95
4256	*	009126	AMAZON CAPITAL SERVICES INC	61.28
4258		006683	BIRMINGHAM LAWN MAINTENANCE	24,620.00
4259	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	500,868.77
4260		007875	CANFIELD EQUIPMENT SERVICE INC.	359.77
4261		009181	DELTA TEMP SERVICES INC	2,158.73
4262		000213	FIRE DEFENSE EQUIP CO INC	139.67
4263		000217	FOUR SEASON RADIATOR SERVICE INC	1,024.30
4264	*	000243	GRAINGER	477.18
4266		000331	HUBBELL ROTH & CLARK INC	5,825.00
4267	*	007870	J.C. EHRLICH CO. INC.	53.00
4268		000261	J.H. HART URBAN FORESTRY	85,492.42
4269	*	004085	KONE INC	2,086.45
4270	*	005550	LEE & ASSOCIATES CO., INC.	3,032.24
4273	*	006359	NYE UNIFORM COMPANY	182.00

City of Birmingham
Warrant List Dated 09/22/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
4274	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	745,394.93
4275	*	002767	OSCAR W. LARSON CO.	1,094.76
4276	*	006853	PAUL C SCOTT PLUMBING INC	290.00
4277	*	000478	ROAD COMM FOR OAKLAND CO	2,264.08
4278	*	001181	ROSE PEST SOLUTIONS	466.00
4279		000254	SOCRRA	69,994.00
4279	*	000254	SOCRRA	362.50
4280	*	004355	SYMETRA LIFE INSURANCE COMPANY	17,861.40
4281	*	000969	VIGILANTE SECURITY INC	96.00
SUBTOTAL ACH TRANSACTION				\$1,509,202.18
GRAND TOTAL				\$1,715,387.22

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 09/29/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
281603	*	000855	48TH DISTRICT COURT	300.00
281604	*	006965	7UP DETROIT	234.15
281606	*	007266	AETNA BEHAVIORAL HEALTH LLC	493.35
281608		MISC	ALLEN BROTHERS INC.	100.00
281609		007622	ALLSTAR PRO GOLF	825.98
281611		MISC	ANTHONY NEPHI TAORMINA	100.00
281612		000500	ARTECH PRINTING INC	64.00
281613	*	006759	AT&T	3,156.11
281614	*	006759	AT&T	221.13
281615	*	003703	AT&T MOBILITY	622.86
281616	*	004027	AUTOMATED BENEFIT SVCS INC	21,075.69
281618	*	003839	MATTHEW J. BARTALINO	595.04
281620		002231	BILLINGS LAWN EQUIPMENT INC.	17.56
281621		MISC	BIRMINGHAM PLBG CO INC	120.00
281622	*	MISC	BRENDEN MEREDITH	200.00
281623		MISC	BRYAN GRULKE	205.00
281624		003907	CADILLAC ASPHALT, LLC	1,010.57
281625		009078	CANON SOLUTIONS AMERICA INC	188.14
281626	*	000444	CDW GOVERNMENT INC	969.33
281627		MISC	CHRISTOPHER BROCAVICH	5,000.00
281628		007710	CINTAS CORP	294.90
281629		002234	CMP DISTRIBUTORS INC	19.75
281630	*	004026	COFINITY	1,538.50
281631	*	008955	COMCAST	868.32
281632	*	000627	CONSUMERS ENERGY	267.02
281633		001367	CONTRACTORS CONNECTION INC	1,785.00
281634		MISC	CREATIVE BRICK PAVING & LANDSCAPING	720.00
281636	*	006999	CHRISTOPHER DEMAN	25.00
281637	*	006907	DENTEMAX, LLC	169.20
281638		008641	DINGES FIRE COMPANY	1,570.29
281640	*	000179	DTE ENERGY	24.41
281641	*	000180	DTE ENERGY	2,907.01
281642		000274	E-Z-GO DIVISION OF TEXTRON INC	21.25
281644	*	007366	FIRST ADVANTAGE OCCUPATIONAL	528.00
281645		MISC	FISHMAN, JEREMY	171.25
281646		MISC	FUSION CONTRACTING LLC	200.00
281647	*	MISC	GEORGE WILSON	500.00
281648	*	004604	GORDON FOOD	1,902.03
281649		009275	GREAT LAKES COCA-COLA DISTRIBUTION	283.80
281650	*	008007	GREAT LAKES WATER AUTHORITY	8,090.67
281652		000249	GUARDIAN ALARM	259.05
281654	*	001956	HOME DEPOT CREDIT SERVICES	757.39

City of Birmingham
Warrant List Dated 09/29/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
281656		MISC	HUNTER ROBERTS HOMES	800.00
281657	*	009299	JACK D. PESHA	7.38
281658	*	MISC	JACK TODD- PETTY CASH	1,381.35
281659		005291	KAESER & BLAIR INC	1,166.86
281660		004088	KGM DISTRIBUTORS INC	155.00
281661	*	MISC	KIRILL LIEBERMAN	150.00
281662	*	000362	KROGER COMPANY	10.36
281663		MISC	LAKEPOINTE COS	100.00
281664		MISC	LIVE WELL CUSTOM HOME LLC	100.00
281665		000972	MCKESSON MEDICAL-SURGICAL	2,901.03
281666	*	000369	MCFI	1,300.50
281667		004738	MGFOA	120.00
281668	*	002022	MICHIGAN ASSN. OF FIRE CHIEFS	250.00
281669		006459	MICHIGAN SHOOTING CENTERS INC	990.00
281670		008319	MKSK INC	14,103.73
281672		MISC	OAKES ROOFING SIDING & WINDOWS INC	300.00
281673		MISC	PELLA WINDOWS & DOORS, INC.	1,000.00
281674	*	001753	PEPSI COLA	936.13
281675		008901	PLANTE & MORAN CRESA, LLC	11,200.00
281676	*	008342	RAIN MASTER CONTROL SYSTEMS	29.85
281677	*	002556	CITY OF ROYAL OAK	255,375.81
281678		000221	RUSSELL HARDWARE COMPANY	8.74
281679		MISC	SCHOENHERR HOMES LLC	100.00
281680		MISC	SINGH CONSTRUCTION	10,900.00
281681		MISC	STONE, ALEXIS E	300.00
281682		MISC	TECHHOME BUILDING CO., LLC	2,500.00
281683		MISC	TEMPLETON BUILDING COMPANY	200.00
281684		MISC	THOMAS JAMES O'LEARY	100.00
281685		MISC	THOMAS SEBOLD & ASSOCIATES, IN	500.00
281686	*	003173	TIFFANY FLORIST	76.95
281687		MISC	TOWN BUILDING COMPANY	500.00
281688		MISC	TOWN BUILDING COMPANY	800.00
281689	*	009198	TROY LASER & FAB LLC	1,975.00
281690		007226	VALLEY CITY LINEN	508.25
281691	*	000158	VERIZON WIRELESS	934.11
281692		MISC	WALLSIDE INC	500.00
281694		MISC	WINNICK HOMES LLC	2,500.00
281695	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	23,462.60
281696	*	009254	THOMAS M MARKUS	500.00
SUBTOTAL PAPER CHECK				\$397,145.40
<u>ACH TRANSACTION</u>				
4284	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	25,000.40
4285	*	002284	ABEL ELECTRONICS INC	1,450.99

City of Birmingham
Warrant List Dated 09/29/2021

Meeting of 10/04/2021

Check Number	Early Release	Vendor #	Vendor	Amount
4286		000394	AERO FILTER INC	1,150.00
4287		009126	AMAZON CAPITAL SERVICES INC	(248.84)
4288	*	007345	BEVERLY HILLS ACE	360.63
4289	*	006683	BIRMINGHAM LAWN MAINTENANCE	570.00
4290	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	135.94
4291	*	008044	CLUB PROPHET	540.00
4292		006181	FIRST CHOICE COFFEE SERV	208.72
4293	*	007870	J.C. EHRLICH CO. INC.	39.00
4294		000261	J.H. HART URBAN FORESTRY	23,801.25
4295	*	002576	JAX KAR WASH	109.00
4296		009298	JCR SUPPLY INC	919.69
4297	*	003458	JOE'S AUTO PARTS, INC.	229.72
4298		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	377.07
4299		004085	KONE INC	3,672.50
4300	*	005876	KROPF MECHANICAL SERVICE COMPANY	3,269.39
4301	*	008158	LOGICALIS INC	9,700.00
4303		001864	NOWAK & FRAUS ENGINEERS	16,363.50
4304	*	006359	NYE UNIFORM COMPANY	30.00
SUBTOTAL ACH TRANSACTION				\$87,678.96
GRAND TOTAL				\$484,824.36

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

City Clerk's Office

DATE: September 28, 2021
TO: Thomas M. Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Appointment of Election Inspectors

As the official Election Commission for the City of Birmingham, election law requires the City Commission to appoint at least three election inspectors and at least one election inspector from each major political party for each precinct. Under MCL 168.16 only the Republican and Democratic parties qualify as a "major party".

The deadline to appoint election inspectors for the November 2, 2021 General Election is October 12, 2021. Attached is a list of inspectors that have been assigned to serve for the November 2, 2021 General Election. In the event that a sufficient number of Election Inspectors have not been appointed, the Clerk's Office was designated by the City Commission to act on its behalf by resolution # 09-226-21 on September 13, 2021 in order to appoint additional Election Inspectors as needed.

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a Resolution approving the appointment of election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 2, 2021 General Election pursuant to MCL 168.674(1) and granting the City Clerk authority to make emergency appointments of qualified candidates should circumstances warrant to maintain adequate staffing in the various precincts, counting boards and receiving boards.

Draft minutes from September 13, 2021

09-226-21 Consent Agenda

The following items were pulled from the Consent Agenda:

- Commissioner Hoff: Item L – 2021 Parking Structure Repairs – Construction Period Services
Commissioner Baller:
Item F – Election Commission Designation of Representatives –
Public Accuracy Tests for the November 2021 Election
Item G – Regional Urban Deer Management Plan – Oakland County

Mayor Pro Tem Longe noted she would abstain from voting on Item I because her spouse has a business relationship with the applicant.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Hoff:
To approve the Consent Agenda with the exception of Items F, G, and L and noting Mayor Pro Tem Longe's abstention on Item I.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of August 23, 2021.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 25, 2021, in the amount of \$11,448,905.61.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 1, 2021, in the amount of \$1,427,355.50.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 8, 2021, in the amount of \$1,241,819.32.
- E. Resolution delegating 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 2, 2021 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 election supplies and ballot containers; and
 - Preliminary logic and accuracy testing.
- H. Resolution authorizing the IT department to convert the City's Zoom subscription from a monthly payment plan to a yearly payment plan with a total yearly cost of \$6717.60. Funds are available in

the IT Connectivity fund account # 636-228.000-993.0700 This purchase is considered a sole source purchase pursuant to section 2-280(d) of the City Code.

- I. Resolution to set a public hearing for October 4, 2021 to consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows – to allow changes to the front façade and outdoor dining plan.
- J. Resolution setting a public hearing on Monday, October 4, 2021, at 7:30 P.M., for the purpose of determining the necessity for the replacement of sewer and water services within the Lakeview Ave Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, October 25, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing to Confirm the Assessment Roll for the replacement of sewer and water services in the Lakeview Ave Paving project area.

- K. Resolution to award the 2021 Concrete Sidewalk Repair Program #3-21(P), to JB Contractors, Inc., contingent upon execution of the agreement and meeting all insurance and bonding requirements. In the amount of \$312,625.00, to be charged to the following accounts;

General Sidewalk	101-444.001-981.0100	\$ 156,312.50
Major Streets Fund	202-449.001-981.0100	\$ 18,757.50
Local Streets Fund	203-449.001-981.0100	\$ 75,030.00
Sewer Fund	590-536.001-811.0000	\$ 31,262.50
Water Service Fund	591-537.005-811.0000	\$ 31,262.50
Total		\$ 312,625.00

Also, to authorize the Mayor to sign the contract on behalf of the City.

09-227-21 (Item L) 2021 Parking Structure Repairs – Construction Period Services

Ops. Cmdr. Grewe confirmed for Commissioner Hoff that WJE would be overseeing the work on the parking structures. He stated that WJE’s evaluation process was reviewed in the structural assessment reports which were provided to the Commission at a previous meeting.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Nickita: To enter into an agreement with WJE for construction period services in an amount not to exceed \$117,200.00; further, to approve the appropriation and amendment to the 2021-2022 Automobile Parking System Fund budget as outlined. Furthermore, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

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

Nays, None

09-228-21 (Item F) Election Commission Designation of Representatives – Public Accuracy Tests for the November 2021 Election

Commissioner Baller pulled this item to highlight the City complying with State election law and maintaining the integrity of elections.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the designation of Finance Director Mark Gerber, Assistant Finance Director Kim Wickenheiser, DPS Director Lauren Wood, Building Official Bruce Johnson, Assistant Building Official Mike Morad, Birmingham Museum Director Leslie Pielack, and Police Commander Scott Grewe as representatives for Election Commission members Mayor Pierre Boutros, Mayor Pro Tem Therese Longe, and Commissioners Clinton Baller, Rackeline Hoff, Brad Host, Mark Nickita and Stuart Sherman for the purpose of conducting the Public Accuracy Tests of the electronic tabulating equipment which will be used to count votes cast at the November 2, 2021 election.

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

Nays, None

09-229-21 (Item G) Regional Urban Deer Management Plan – Oakland County

Commissioner Baller pulled this item to highlight the City’s involvement in the new regional urban deer management plan.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Hoff:
To seek the establishment of a regional urban deer management plan for Oakland County.

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

Nays, None

VI. UNFINISHED BUSINESS

09-230-21 Agreement for Managed Assigned Counsel Coordinator (MACC)



MEMORANDUM

City Clerk's Office

DATE: September 9, 2021

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Election Commission Delegation of Duties for November 2, 2021 Election to City Clerk and Authorized Assistants

INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties. The law allows the Election Commission to delegate certain of those duties to the City Clerk and her authorized assistants.

BACKGROUND:

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 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 to the City Clerk and her authorized assistants. The BOE recommends that the election commission document the delegation of its duties.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUMMARY

It is recommended that the Birmingham City Commission, acting as the Election Commission, delegate to the City Clerk and her authorized assistants certain election duties as allowed by the Michigan BOE and State law.

ATTACHMENTS:

Excerpt from the Election Officials' Manual of the Michigan Bureau of Elections listing duties that may be delegated.

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution delegating 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 2, 2021 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 election supplies and ballot containers; and
- Preliminary logic and accuracy testing.

CITY AND TOWNSHIP ELECTION COMMISSIONS:

City	Township	Charter Township
<ul style="list-style-type: none">• Clerk• Attorney• Assessor	<ul style="list-style-type: none">• Clerk• Supervisor• Treasurer	<ul style="list-style-type: none">• Clerk• Two Trustees Appointed by the Township Board

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	4
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

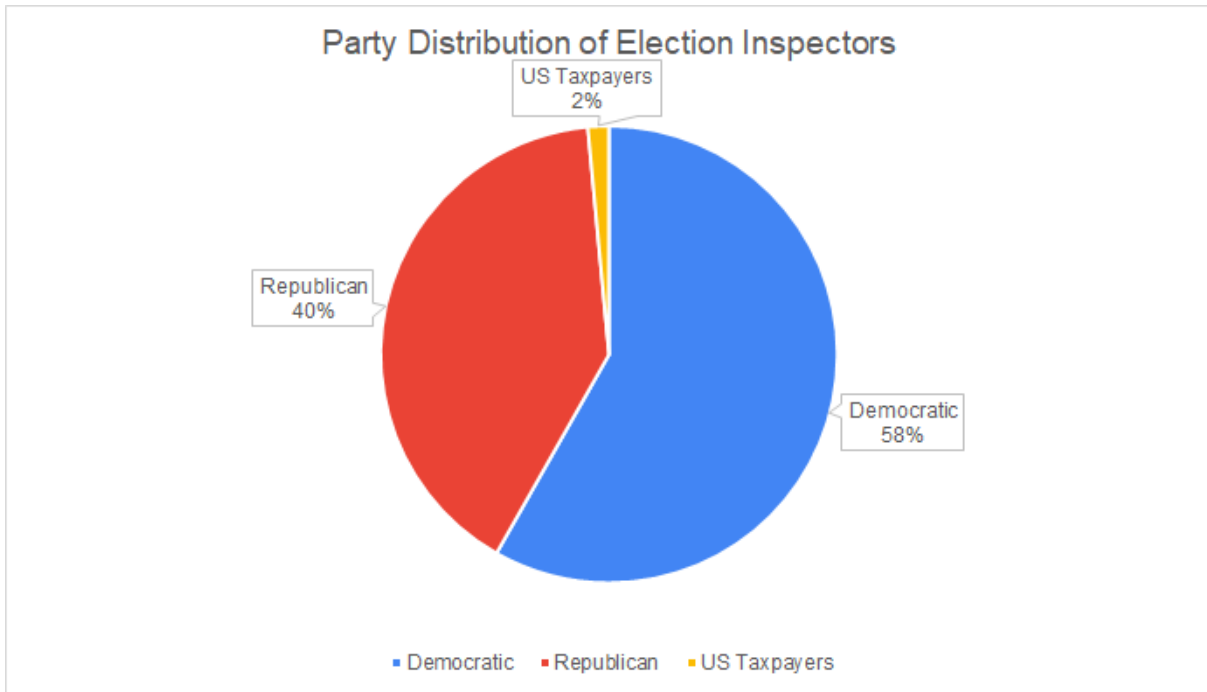
Proofing ballots is a tedious and time-consuming task – but the problems and embarrassment a complete proofing job can save on Election Day makes the task well worth the effort. If the Commission delegates ballot proofing to members of the clerk's staff, the task should be assigned to those in the office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

	First Name	Last Name	What is your political party affiliation? (required)	
1	Jean	Barnes	Republican	
2	Webb	Barnes	Republican	
3	Gabe	Boyce	Democratic	
4	Loran	Brooks	Democratic	
5	Margaret	Brooks	Democratic	
6	John (Jack)	Burns	Republican	
1	Alicia	Chandler	Democratic	
2	Judith	Christie	Democratic	
3	Barbara	Collins	Democratic	
4	Thomas	Connery	Democratic	
5	Gail	Corcoran	Republican	
6	Martha	Coyne	Democratic	
7	Annemarie (Annie)	Cwikel-Glavin	Democratic	
8	Mary Ann	Davison	Republican	
9	Patricia	Fisher	Democratic	
10	Andrea	Flores-Velasco	Democratic	
11	Lucetta	Franco	Democratic	
12	Bret	Gallaway	Republican	
13	Maria Alejandra	Gonzalez	Democratic	
14	karen	guenther	Republican	
15	Kristen	Harrison	Republican	
16	Carol	Head	Republican	
17	William	Johnson jr	Republican	
18	Vivian	Johnston	Democratic	
19	Andy	Killiary	Republican	
20	Laura	Kline	Republican	Oakland County AVCB
21	Ann	Kushner	Democratic	
22	Victoria	Lahar	Republican	
23	Tina M	Larson	Democratic	
24	Melissa	LeDuc	Democratic	
25	Taneka	Martin	Democratic	
26	Connie	Martin	Democratic	
27	Pamela	Moceri	Democratic	
28	Courtney	Morrison	Democratic	
29	Jennifer	Nickita	Republican	
30	Julie	Nummer	Republican	
31	Thomas	O'Connor	Democratic	
32	Susan	O'Connor	Democratic	
33	Edmond	OSullivan	Democratic	
34	Charles	Otis	Democratic	
35	Gary	Oudersluys	Republican	
36	Patricia	Paquette	Democratic	
37	Don	Peasley	Democratic	
38	Stanley	Pieprzyk	Republican	
39	Janice	Pinson	Republican	
40	David	Proctor	Republican	
41	Kathleen	Rafferty	Democratic	
42	Susan	Reno	Democratic	
43	Eileen	Roff	Republican	
44	Constance	Romanelli	Democratic	
45	Cindy	Rose	Democratic	
46	Marty	Roush-Logue	Republican	
47	Peter	Ruseckas	Democratic	
48	Laura Ann	Schreiner	Republican	
49	Arban	Shala	Democratic	
50	Shira	Shapiro	Democratic	

51	Cynthia	Shaw	Democratic	
52	Shaun	Shaya	Republican	
53	Rachel	Stafeil	Democratic	
54	Paul	Taros	Republican	
55	Merridy	Toepfer	Republican	
56	Curtis	Trimble	Democratic	
57	barbara STACY	Vail	U.S. Taspayers	
58	Maria	VanHees	Republican	
59	Gisela	von Storch	Republican	
60	Olivia	Wenzel	Democratic	
61	Timothy	Wittlinger	Democratic	





MEMORANDUM

Office of the City Manager

DATE: September 20, 2021

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant to the City Manager

SUBJECT: Michigan Municipal League Liability and Property Pool Board of Directors Election

The City of Birmingham is a member of the Michigan Municipal League Liability and Property Pool. The Michigan Municipal League is the state's leading provider of municipal workers' compensation and risk management services.

The Michigan Municipal League Liability and Property Pool is holding an election for this year's Board of Directors. One of the Board's incumbent Directors has agreed to seek re-election and two appointees are seeking election. A brief biographical sketch of each of the candidates is attached for your review. They are:

Robert Clark, Mayor, City of Monroe
Thad Beard, Manager, City of Rockford
Dan Swallow, Manager, City of Tecumseh

A resolution is required to authorize the City of Birmingham's vote to be cast for the above candidates to serve as Directors of the Michigan Municipal League Liability and Property Pool Board. They are the only candidates seeking election to this Board.

SUGGESTED COMMISSION ACTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the three candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2022.

To: Members of the MML Liability & Property Pool
From: Michael J. Forster, Fund Administrator
Date: September 13, 2021
Subject: Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. One (1) incumbent Director has agreed to seek re-election and two (2) appointees are seeking election to their first term. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 5. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability & Property Pool*; the link to the ballot form is in the yellow banner.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Pool Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES

Three-year terms beginning January 1, 2022

Robert Clark, Mayor, City of Monroe, Current Pool Board Chair



Robert has more than eight years' experience as a municipal official, serving as the mayor in the City of Monroe since 2010. He is a member of the Michigan Association of Mayors. Robert retired as Major, Michigan State Police after thirty years of service. He is active in several local civic organizations, including the River Raisin National Battlefield Park Foundation and Monroe County Business Development Corporation. He also serves as First Vice-Chair for the Southeast Michigan Council of Governments (SEMCOG). Robert is seeking re-election to his fourth term.

Thad Beard, Manager, City of Rockford



Thad has over 23 years' experience in municipal government and has been the city manager of Rockford since 2017. He previously served as the City of Otsego's manager for 17 years and as the City of Wayland's assistant manager for three years before that. He is a member of the Michigan Municipal Executives and former member of its Board of Directors. Thad grew up in Kalamazoo, received an undergraduate degree from Great Lakes Christian College and a master's degree from Western Michigan University. Thad is seeking election to his first term.

Dan Swallow, Manager, City of Tecumseh



Dan has more than 18 years' experience as a municipal official and has been the City Manager of Tecumseh since 2015. Previously, his government career included tenures with the Toledo Metropolitan Area Council of Governments, Van Buren Township, and as the Economic & Community Development Director for the City of Monroe. He has credentials from the American Institute of Certified Planners (AICP) and actively participates in the Michigan Association of Planning and Michigan Municipal Executives. Dan grew up in the small northeastern Michigan community of Alpena. Dan is seeking election to his first term.

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2021

Vote for three Directors by marking the line to the left of the name for three-year terms beginning January 1, 2022.

___ Robert Clark, Current Pool Board Chair
Mayor, City of Monroe

___ Thad Beard, Appointee
Manager, City of Rockford

___ Dan Swallow, Appointee
Manager, City of Tecumseh

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability and Property Pool.

Official Signature

Date:

Ballot deadline:
November 5, 2021



MEMORANDUM

Finance Department

DATE: September 22, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: SMART Fiscal Year 2022 Municipal and Community Credit Funds Contract

INTRODUCTION:

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

BACKGROUND:

The City will receive \$19,760 in Municipal Credits and \$30,962 in Community Credits this year for a total of \$50,722 under a program administered by SMART. This is a \$546 increase from the prior year. Municipal Credits are derived from money collected by the state, mainly from gasoline taxes, and distributed by SMART directly to local communities for transit needs. Community Credits are derived from taxes levied to support SMART. A share of these millage dollars collected by SMART is returned to communities to support or expand current transportation programs. Funds received under the Municipal Credits program must be spent within 2 years. Funds received under the Community Credits program must be spent within 3 years.

Last year the City received \$50,176 in Municipal and Community Credits and allocated \$39,176 in support of Next's specialized transportation service. The remaining \$11,000 was earmarked for a purchase of a bus shelter.

This year it is recommended that the entire allocation of \$50,722 be allocated in support of Next's specialized transportation service. The change in allocation is based on a request from Next for additional funding for their transportation service especially due to COVID. The last few years, they have had to draw on other resources to fund the transportation service, which takes funding away from other programs.

LEGAL REVIEW:

No legal review needed.

FISCAL IMPACT:

No fiscal impact to the City as no bus shelters are planned for this year.

SUMMARY:

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

ATTACHMENTS:

1. SMART Municipal Credit and Community Credit Contract for FY 2022

SUGGESTED RESOLUTION: To approve \$19,760 in Municipal Credits and \$30,962 in Community Credits from fiscal year 2022 to Next in support of their specialized transportation program; and further to direct the Finance Director to sign the Municipal Credit and Community Credit contract for fiscal year 2022 on behalf of the City.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2022

I, **MARK GERBER**, as the **DIRECTOR of FINANCE** of the **CITY of BIRMINGHAM** (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2021** through **June 30, 2022** (Section 1 below), and **Community Credits** available for the period **July 1, 2021** to **June 30 2022** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **19,760.00** in **Municipal Credit** funds as follows:

- | | | |
|-----|---|-------------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor
<u>NEXT</u>
<small>(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)</small> | At the cost of: \$ <u>19,760.00</u> |

Total \$ 19,760.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2023**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **30,962.00** in **Community Credit** funds available as follows:

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

(e) Services Purchased from Subcontractor

At the cost of: \$ 30,962.00_____

NEXT

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$ 30,962.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY 2022**, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2024** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

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

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY of BIRMINGHAM

Signature

Signature

Printed Name

MARK GERBER

Printed Name

Title

DIRECTOR of FINANCE

Title

Date

Date

EXHIBIT A *(NEXT)*

PROJECT DESCRIPTION

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

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

Service Area *(Provide geographic boundaries):*

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

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

Fare Structure *(Cost to use service):*

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

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **CITY of BIRMINGHAM**

Contract Period: **July 1, 2021 – June 30, 2022**

Account Number: **48206**

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds)

Driver Wages

Fringe Benefits

Gasoline & Lubricants

Vehicle Insurance

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other *(Specify)*

Sub-Total (Operating Expenses)

\$0

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (NEXT)

\$50,722.00

Sub-Total (Purchased Service)

\$50,722.00

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

\$0

TOTAL EXPENSES:

**Operating Expenses, Purchased Service,
and Capital Equipment:**

\$50,722.00

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$ 19,760.00
Community Credit Funds	\$ 30,962.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (<i>Contracted Service</i>)	
Other (<i>Specify</i>)	

TOTAL REVENUE:

\$50,722.00

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

DATE: September 27, 2021

TO: Thomas M. Markus, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: Purchase of Motorola Portable and Mobile Radios

INTRODUCTION:

The radio system utilized by the fire department was last updated as part of the Oakland MA/com radio project in 2007. The State of Michigan and Oakland County have executed contracts with Motorola Solutions to replace the aging countywide MA/com radio system with a new ASTRO 25 land-mobile radio (LMR) system that will interface with the statewide Michigan Public Safety Communication System (MPSCS). The new system will improve the ability of firefighters to communicate with each other during emergencies and will provide interoperability with other county, state, and federal agencies. The fire department is a mandatory participant in this project in order to maintain interoperability on the network. The new radio system will improve public safety in our community and within the region by enhancing communications between personnel responding to emergencies and critical incidents. The Fire Department is requesting additional radios and supportive equipment to maintain our current level of radio equipment inventory.

BACKGROUND:

Although this project is primarily funded by Oakland County utilizing 911 surcharge money as mandated by the 911 Services Act (Public Act 32 of 1986), the City will be required to purchase eight (8) APX6000 portable radios and four (4) APX6500 desk top control stations to be used in fire department vehicles and inside both fire stations. In addition, the City is responsible for costs associated with the purchase of required portable radio accessories such as charging units, carrying cases, remote speaker microphones, spare batteries, as well as the installation of all desk top control stations.

An additional ten (10) APX6000 portable radios have been requested through an Assistance to Firefighters Grant (AFG) with several surrounding local fire departments valued at \$60,000. If this grant does not get awarded, the fire department will request funds in the 2022-2023 budget in order to purchase the additional portable radios.

LEGAL REVIEW:

The City attorney has reviewed this report and has no objection to this equipment purchase required for the Oakland County public safety radio system upgrade.

FISCAL IMPACT:

Funding for the upgraded radio project of \$100,000 was included in the approved 2021-2022 General Fund fire capital outlay budget.

PUBLIC COMMUNICATIONS:

None required.

SUMMARY:

In summary, the City will be required to purchase eight (8) APX6000 portable radios and four (4) APX6500 desk top control stations to be used in fire department vehicles and inside both fire stations. This equipment is available from ComSource, Inc. via the State of Michigan MiDeal purchasing contract number 190000001544. The MiDeal contract provides for a 30% discount on most radio equipment and a 25% discount on accessories.

ATTACHMENT:

1. ComSource Inc. Motorola radio and accessory quote.

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to purchase eight (8) APX6000 portable radios and four (4) APX6500 desk top control stations with required accessories, including installation costs, associated with the purchase from ComSource Inc. in the amount of \$99,794.30 from the State of Michigan MiDeal purchasing contract number 190000001544. Further, to authorize these budget expenditures from account number 101-336.000-971.0100.



MOTOROLA

Date September 10, 2021
Prepared For: Robert Abraham Jr./Chief Paul Wells
Entity Birmingham Fire Department
 572 S. Adams Rd
 Birmingham, MI 48009
Phone (586) 690-0570 rabraham@bhamgov.org

Prepared BY: ED HORVATH
 313-218-3450 Cell
edhorvath@comsourcemi.com

Equipment Details and Pricing

<u>Item</u>	<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>MSRP</u>	<u>MiDeal Disc. %</u>	<u>Unit Price</u>	<u>Total Price</u>
FY 2021 PURCHASE							
APX6000XE PORTABLE RADIO							
1	8	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 3,026.00	30%	\$ 1,968.20	\$ 15,745.60
1A	8	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	30%	\$ 360.50	\$ 2,884.00
1B	8	H38	ADD: SMARTZONE OPERATION	\$ 1,200.00	30%	\$ 840.00	\$ 6,720.00
1C	8	Q361	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	30%	\$ 210.00	\$ 1,680.00
1D	8	QA00580	ADD: TDMA OPERATION	\$ 450.00	30%	\$ 315.00	\$ 2,520.00
1E	8	QA01771	ENH: ENHANCEMENT LEVEL 2	\$ 200.00	30%	\$ 140.00	\$ 1,120.00
1F	8	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION	\$ 150.00	30%	\$ 105.00	\$ 840.00
1G	8	QA02006	ENH: APX6000XE RUGGED RADIO	\$ 800.00	30%	\$ 560.00	\$ 4,480.00
1H	8	QA01427	ALT: IMPACT GREEN HOUSING	\$ 25.00	30%	\$ 17.50	\$ 140.00
1I	8	Q58	ENH: 3 YR Sfs LITE	\$ 206.00	30%	\$ 144.20	\$ 1,153.60
1J	8	H122	ALT: 1/4- WAVE 7/800 GPS STUBBY (NAR6595A	\$ 24.00	30%	\$ 16.80	\$ 134.40
1K	8	H799	ADD: TEST RESULTS / PRINTOUT	\$ 10.00	30%	\$ 7.00	\$ 56.00
1L	8	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	30%	\$ 518.00	\$ 4,144.00
1M	8	Q629	ENH: AES ENCRYPTION	\$ 475.00	30%	\$ 332.50	\$ 2,660.00
1N	8	QA09001	ADD: WIFI CAPABILITY	\$ 300.00	30%	\$ 210.00	\$ 1,680.00
1O	8	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$ -	30%	\$ -	\$ -
APX6000XE PORTABLE RADIO SUB TOTAL				\$ 8,421.00		\$ 5,744.70	\$45,957.60
APX6000 XE ACCESSORIES							
2	4	NNTN8860A	Single Unit Charger	\$ 165.00	25%	\$ 123.75	\$ 495.00
3	1	NNTN8844A	MULTI-UNIT, IMPRES 2, 6-DISP,	\$ 1,375.00	25%	\$ 1,031.25	\$ 1,031.25
4	3	NNTN7624C	VEHICULAR CHARGER PERMANENT MOUNT	\$ 565.00	25%	\$ 425.00	\$ 1,275.00
5	18	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	\$ 169.00	25%	\$ 126.75	\$ 2,281.50
4	16	NNTN8575A	IMPRES XE RSM XT CABLE GREEN	\$ 538.00	25%	\$ 403.50	\$ 6,456.00
APX6000 PORTABLE ACCESSORIES SUB TOTAL							\$11,538.75

Ed Horvath
 ComSource Inc
 41271 Concept Dr.
 Plymouth, MI 48170
 313-218-3450 Cell
 734-459-0769 Fax

APX6500 DESK TOP CONTROL STATION							
5	4	M25URS9PW1BN	APX 6500 700/800 MHZ-ENHANCED	\$ 2,738.00	30%	\$ 1,766.60	\$ 7,066.40
5A	4	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ 515.00	30%	\$ 360.50	\$ 1,442.00
5B	4	G51	ENH: SMARTZONE OPERATION APX6500	\$ 1,200.00	30%	\$ 840.00	\$ 3,360.00
5C	4	G361	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	30%	\$ 210.00	\$ 840.00
5D	4	GA00580	ADD: TDMA OPERATION APX	\$ 450.00	30%	\$ 315.00	\$ 1,260.00
5E	4	GA01771	ENH: ENHANCEMENT LEVEL 2	\$ 200.00	30%	\$ 140.00	\$ 560.00
5F	4	GA01670	ADD: E5 CONTROL HEAD	\$ 572.00	30%	\$ 400.40	\$ 1,601.60
5G	4	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ -	30%	\$ -	\$ -
5H	4	G66	ADD: DASH MOUNT APXM	\$ 125.00	30%	\$ 87.50	\$ 350.00
5I	4	W382	ADD: CONTROL STATION DESK GCAI MIC	\$ 169.00	30%	\$ 118.30	\$ 473.20
5J	4	G142	ADD: NO SPEAKER NEEDED	\$ -	30%	\$ -	\$ -
5K	4	G91	ADD: CONTROL STATION POWER SUPPLY	\$ 269.00	30%	\$ 188.30	\$ 753.20
5L	4	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$ 740.00	30%	\$ 518.00	\$ 2,072.00
5M	4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$ 799.00	30%	\$ 559.30	\$ 2,237.20
5N	4	W665	ADD: CONTROL STATION OPERATION	\$ 70.00	30%	\$ 49.00	\$ 196.00
5O	4	GA00270	ADD: GPS ANTENNA GLASS MT	\$ 33.00	30%	\$ 23.10	\$ 93.40
5P	4	GA09001	ADD: WI-FI CAPABILITY	\$ 300.00	30%	\$ 210.00	\$ 840.00
5Q	4	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING		30%	\$ -	\$ -
5R	4	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 335.00	0%	\$ 335.00	\$ 1,340.00
5S	4	G799	ADD: PRINTED TEST RESULTS APX	\$ 10.00	30%	\$ 7.00	\$ 28.00
5T	4	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$ 5.00	30%	\$ 3.50	\$ 14.00
5U	4	GA00179	ADD: NO REMOTE CABLE NEEDED	\$ -	30%	\$ -	\$ -
5V	4	HLN6042	MOBILE DESK TRAY	\$ 77.00	30%	\$ 57.75	\$ 230.00
5W	4	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869	\$ 348.00	15%	\$ 295.80	\$ 1,183.20

APX6500 CS SUB TOTAL \$ 9,255.00 \$ 6,485.05 \$ 25,940.20

MCD5000 DESK SETS							
6	7	F2380A	MCD 5000 DESKSET	\$ 1,500.00	25%	\$ 1,125.00	\$ 7,875.00
7	3	F7879B	SM, RADIO GATEWAY UNIT (RGU). 1 PER RADIO	\$ 1,500.00	25%	\$ 1,125.00	\$ 3,375.00
8	3	FKN8695AS	ETHERNET CABLE 10'. 1 FOR EACH RGU	\$ 47.00	25%	\$ 35.25	\$ 105.75
9	10	FHN7469A	DESKSET / RGU POWER SUPPLY. 1 FOR EACH DEVI	\$ 106.20	25%	\$ 79.70	\$ 797.00
10	1	FVN5847A	MCD 5000 DESKSET SYSTEM CONFIG TOOL	\$ 250.00	25%	\$ 187.50	\$ 187.50
11	1	FHN7394A	MCD 5000 DESKSET WALL MOUNT KIT	\$ 50.00	25%	\$ 37.50	\$ 37.50

MCD5000 DESK SETS SUB TOTAL \$ 12,377.75

INSTALLATION SERVICES					
12	7	LSV00Q00203A	DEVICE INSTALLATION MCD DEVICES	\$ 280.00	\$1,960.00
13	4	LSV00Q00203A	DEVICE INSTALLATION CONTROL STATION	\$ 280.00	\$1,120.00
14	12	LSV00Q00202A	DEVICE PROGRAMMING ALL RADIOS	\$ 75.00	\$900.00
INSTALLATION SUB TOTAL					\$3,980.00
SYSTEM GRAND TOTAL					\$99,794.30

1. Quotes are **exclusive** of installation and programming charges unless expressly stated herein.
2. Prices quoted are exclusive of all applicable Federal Excise Taxes, State Sales and Use Taxes.
3. Prices are valid FOR 90 DAYS.
4. Standard Equipment Warranty Applies Unless Otherwise Specified
5. Standard Terms are: Net 30 Days from shipment
6. Shipment is approximately 2-4 weeks from receipt of order.
7. Prices are based on State of Michigan Contract # 190000001544
8. The purchase order will need to provide payment terms (Net 30), shipping address



MEMORANDUM

Fire Department

DATE: September 28, 2021
TO: Thomas M. Markus, City Manager
FROM: Paul A. Wells, Fire Chief
SUBJECT: Emergency Management Performance Grant (EMPG)

INTRODUCTION:

The City of Birmingham operates an emergency management program. The Emergency Management Performance Grant (EMPG), through the Department of Homeland Security Appropriations Act, has granted the city \$30,036.00 for performance period 10/1/2020-9/30/2021. These funds are for the development and maintenance of the City's emergency management program.

BACKGROUND:

The City of Birmingham is one of five cities in Oakland County that operate their own emergency management program. This program falls under the Michigan Emergency Management Act, 390 of 1976. All other cities, in the case of a large-scale emergency, fall under Oakland County's emergency management plan and response. The advantages of Birmingham having its own program is that the City has direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to directly control all emergency response, and much more. The City still has the support of the Oakland County emergency management division and maintains regular training with the County and State.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain capabilities of the emergency management program. The core areas the money supports are prevention, protection, mitigation, response, and recovery. This year the grant is awarding \$30,036.00 to the City of Birmingham.

Each year the City is required to sign paperwork for the previous FY in order to accept the awarded EMPG funds, as well as sign paperwork for the following FY covering the EMPG work agreement. The work agreement details the program's plan for activities, training, reporting, etc.

LEGAL REVIEW:

A legal review was conducted and no legal issues exist.

FISCAL IMPACT:

This grant was included in the 2021-2022 budget.

PUBLIC COMMUNICATIONS:

None Required

SUMMARY:

It is recommended that the City Commission accept the FY 2022 Emergency Management Performance Grant Work Agreement and the FY 2021 EMPG funds of \$30,036.00. The funds will be used to support the City's Emergency Management program.

ATTACHMENTS:

1. State of Michigan FY 2022 Emergency Management Performance Grant Work Agreement
2. State of Michigan FY 2021 Emergency Management Performance Grant Award

SUGGESTED COMMISSION ACTION:

Recommend the City Commission to make a motion to approve the FY 2022 Emergency Management Performance Grant Work Agreement and accept the awarded FY 2021 EMPG funds totaling \$30,036.00. Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
City of Birmingham	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004664	EMC-2021-EP-00003	8/30/2021
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
074239450		10/1/2020 9/30/2021
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$30,036
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$30,036
None on file	Total Amount of Federal Award	\$9,036,574
FEDERAL AWARD PROJECT DESCRIPTION		
2021 Emergency Management Performance Grants		
DETAILS		
The 2021 EMPG allocation is 32.86% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.		
FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2021 Emergency Management Performance Grant Grant Agreement

October 1, 2020 to September 30, 2021

CFDA Number: 97.042 Grant Number: EMC-2021-EP-00003

This Fiscal Year (FY) 2021 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF BIRMINGHAM
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2021 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2021 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2021 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2020 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2021 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021*, (Pub. L. No. 116-260).

The Subrecipient agrees to comply with all FY 2021 EMPG program requirements in accordance with the FY 2021 EMPG NOFO, and the FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance> the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2021 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2021 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. FEMA Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **City of Birmingham** is awarded **\$30,036** or 32.86% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2021 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2021 EMPG covers eligible costs from October 1, 2020 to September 30, 2021. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for other allowable organization costs.** No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2021 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.
The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2021 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

The EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2021 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2021 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2021 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2021 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2021 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record

access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2021 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2021 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2021 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2021 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2020 to September 30, 2021. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Birmingham	074239450
_____ Subrecipient Name	_____ Subrecipient's DUNS Number

For the Chief Elected Official

Pierre Boutros	Mayor
_____ Printed Name	_____ Title

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


For the Local Emergency Manager

Paul A. Wells	Fire Chief/Emergency Manager
_____ Printed Name	_____ Title

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

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander	Deputy State Director of Emergency Management and Homeland Security
_____ Printed Name	_____ Title

	9-22-2021
_____ Signature	_____ Date

City of Birmingham
Emergency Management
Fiscal Year 2022
Emergency Management Performance Grant (EMPG)
Work Agreement/Quarterly Report

Initial Work Agreement

<input type="checkbox"/> 1 st Quarter	<input type="checkbox"/> 2 nd Quarter	<input type="checkbox"/> 3 rd Quarter	<input type="checkbox"/> 4 th Quarter
SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE

Purpose

This survey functions as the 2022 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

Planned Activities	Action Taken (Local EM Status Report)
<p>1st</p> <ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 1/10/22. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p>



MEMORANDUM

Planning Division

DATE: October 4th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 210 S. Old Woodward – Zana – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a new food and drink establishment serving alcoholic liquors for on premise consumption and associated interior/exterior renovations in an existing first floor tenant space in Downtown Birmingham.

BACKGROUND:

On September 23, 2021, the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 210 S. Old Woodward with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;
2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;
3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and
4. The applicant must comply with the requests of all City Departments.

In addition to the Planning Board, the applicant must go before the Historic District Commission for Design Review, as the building is located within the Central Business Historic District. The applicant is scheduled for Design Review at the Historic District Commission on October 6, 2021.

The Planning Division will work with the applicant to ensure that all approval conditions are satisfied before the public hearing.

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the September 23, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on October 25, 2021.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of October 25th, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 210 S. Old Woodward – Zana.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Planning Division Reports
- Site/Design Plans
- Application & Supporting Documents
- Meeting Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of October 25, 2021 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 210 S. Old Woodward – Zana – to allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.

Zana
210 S. OLD WOODWARD
Special Land Use Permit 2021

WHEREAS, A Special Land Use Permit application was filed in September 2021 for approval of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations at 210 S. Old Woodward;

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

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit 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 September 23, 2021 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission to allow a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;
2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;
3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and
4. The applicant must comply with the requests of all City Departments.

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed ZANA'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 ZANA'S application for a Special Land Use Permit, Final Site Plan and Design Review at 210 S. Old Woodward is hereby approved;

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

1. ZANA shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, ZANA 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 ZANA to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that ZANA is recommended for the operation of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 25, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: September 23rd, 2021

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 210 S. Old Woodward – Zana – Special Land Use Permit, Final Site Plan & Design Review

The subject site, 210 S. Old Woodward, is currently a vacant 1st floor tenant space within an existing two-story commercial building fronting S. Old Woodward. The applicant has submitted a Special Land Use and Final Site Plan and Design Review application proposing a new restaurant serving alcoholic beverages for on premise consumption, extensive interior renovations, and changes to the front façade.

The new proposal for the front of the restaurant involves the introduction of a Nana Wall system in the existing openings that will create a flexible indoor/outdoor dining area, glass canopies, exterior lighting, signage, and annual plantings. A full review of ordinances and design is provided in the relevant sections below.

The applicant has stated that Zana will serve modern causal American cuisine. The tenant space will contain a 114 seat restaurant in the front, with a 130 seats in a banquet facility located in the rear. The applicant is proposing to be open from 11:30 AM to 11 PM, Tuesday through Sunday.

Finally, due the subject sites location within the Central Business Historic District, the applicant is required to submit a Design Review application to the Historic District Commission for approval of these changes. The applicant is scheduled to go before the Historic District Commission on October 6th, 2021.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

1. Existing Land Use – Two-story commercial building.
2. Zoning – B4 (Business-Residential) and D4 (Downtown Overlay)
3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

3.0 Screening and Landscaping

1. Dumpster Screening – There are no changes proposed to the dumpster or screening on site.
2. Parking Lot Screening – There are no changes proposed to the parking conditions on site or associated screening.
3. Mechanical Equipment Screening – The applicant has submitted a rooftop plan detailing the replacement of 3 existing exhaust fans and 1 existing makeup air unit in the middle of the rooftop. The applicant has advised that this is a like-for-like replacement which will not significantly alter the mechanical conditions on the roof. Thus, the Planning Division did not require the applicant to provide screening for the units. **The Planning Board may wish to discuss the disposition of the rooftop units and whether or not the applicant should be required to install screening.**
4. Landscaping – There are no changes proposed to landscaping on site.

5. Streetscape – There are no changes proposed to the newly constructed streetscape along S. Old Woodward

4.0 Parking, Loading and Circulation

1. Parking – There are no changes to the parking requirements on site.
2. Loading – There are no changes to the loading requirements.
3. Vehicular Circulation and Access – There are no changes proposed to the vehicular circulation and access.
4. Pedestrian Circulation and Access – There are no changes proposed to pedestrian access on site.

5.0 Lighting

The applicant is proposing several new light fixtures to accent the proposed signage, canopies, building columns, and entryway. A summary of the new fixtures can be found in the following table:

Fixture	Type	Location	Lumens
Kalypso IP67	Linear LED	Edge of Sign	775
El Capitan	LED Wall Sconce	Top of Columns	?
PUKLED	LED Downlights	Entryway Canopy	176
Kalypso IP67	Internal LED	Glass Canopies	?

Each of these fixtures proposed appears to be fully cutoff as required by Article 4, Section 4.21 (D) of the Zoning Ordinance.

In addition to specifications for each light fixture, the applicant has also submitted a photometric plan detailing the illuminance levels on the site with the new fixtures. Article 4, Section 4.21 (E) requires the intensity of light on a site to be no greater than 1.5 maintained foot-candles at any property line for commercially zoned properties. In addition, the intensity of light on a site, which provides a front setback of less than 5 ft., shall be measured from 5 ft. beyond the front property line. The photometric plan indicates illuminance levels of 0.2 maintained foot-candles at the 5 ft. boundary along S. Old Woodward.

6.0 Departmental Reports

1. Engineering Division – Please see attached Engineering Division Comments.

2. Department of Public Services – The Department of Public Services has provided the comment that landscape bed protection will be required as a part of this project to prevent damage to the landscaping and tree in front of the space.
3. Fire Department – Please see attached Fire Department comments.
4. Police Department – The Police Department has no concerns at this time.
5. Building Division – Please see attached Building Division comments.

7.0 Design Review

The proposed façade renovations include a new Nana Wall window system, canopies, annual plantings, and signage. Please see the following table for a list of all proposed materials:

Material	Location	Color
Nana Wall Window System	Front facade	Black/Clear
Stainless Steel Planters (3)	Base of columns	Steel
Sculptural Rods	Columns	Steel
Laminated Glass	Canopies (3)	-
Insulated Glass Storefront	North/south facades	Black/Clear

As the building is located in the Downtown Overlay, there are certain architectural standards that must be met in regards to façade materials and design in relation to the proposed façade renovations:

1. At least 90% of the exterior finish material on all facades that face a street shall be limited to the following: glass, brick, cut stone, cast stone, coarsely textured stucco, or wood. Dryvit or E.F.I.S is prohibited.
2. The primary colors of building exteriors shall be compatible with the colors of adjacent buildings and in character with the surrounding area, although the trim may be of a contrasting color.
3. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.
4. Clear glazing is required on the first floor. Lightly tinted glazing is permitted on upper floors only. Windows shall not be blocked with opaque materials or the back of shelving units or signs.
5. Facade openings, including porches, windows, and colonnades, shall be vertical in proportion.
6. Sliding doors and sliding windows are prohibited along frontage lines.

At this time, it appears as though the applicant meets the majority of the Downtown Overlay Architectural Standards. The façade is predominantly brick (existing), stone

(existing) and glass, the proposal contains façade openings that are vertically proportioned, and the color scheme appears to be compatible with the building and its surrounding area. The storefront is accessible from the S. Old Woodward right-of-way, which takes patrons up stairs or a ramp and into the reception area for the restaurant. Previous tenants at the space have kept the front portion of the tenant space open and accessible from the outside, whereas this proposal creates a permanent storefront at the north side that now limits access to the space through the main entrance. Finally, the Planning Division has determined that the Nana Wall system is a bi-fold door system and is not considered a "sliding door" in reference to the Downtown Overlay Architectural Standards.

Signage

The applicant is proposing to install one new 51.4 sq. ft. (25.7 sq. ft. per side) projecting sign spanning from the sign band to the top of the 2nd floor windows that reads "Zana." There are several issues with the sign as proposed:

1. Although the text alone is a much smaller dimension, Article 2, Section 2.03 (A) of the Sign Ordinance states that the area of a sign face (one face) shall be computed by means of the smallest square or rectangle that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed.
2. Table B of the Sign Ordinance permits projecting signs to be 7.5 sq. ft. per side for a maximum of 15 sq. ft. total.
3. Projecting signs must be placed within the Sign Band, which is defined as a horizontal band extending the full width of the building facade and located between the highest first floor windows and the bottom of the second floor windows.
4. There are several other signs located on the building that need to be included in the calculation for permitted combined sign area. The applicant has not submitted to total linear length of the building to determine the maximum combined sign area, and subsequently whether or not the proposed sign exceeds such.

Thus, **the applicant must submit revised sign plans that meet the requirements of the Sign Ordinance.**

Glazing

As the applicant is proposing to renovate the existing storefront, which includes new windows, the applicant will be required to meet the Glazing standards outlined in Article 3, Section 3.04 of the Zoning Ordinance which requires transparent areas equal to 70% of its portion of the facade, between one and eight feet from the ground. Additionally, only clear glazing is required on the first floor, which is currently defined as 80% Visual Light Transmittance.

The applicant has submitted specifications for the proposed glass which indicate an 80% visual light transmittance. In addition, the applicant has also submitted glazing

calculations from grade equaling 64%. Due to the unique condition on site and the elevated placement of the 1st floor, the applicant has also submitted glazing calculations from the 1st floor plane equaling 83%. Although the applicant does not meet the 70% glazing requirement, the Planning Division finds the existing conditions on site unique enough to consider a modification of this standard per Article 4, Section 4.90, which states that:

To allow flexibility in design, these standards may be modified by a majority vote of those appointed and serving on the appropriate reviewing body including the Planning Board, Design Review Board, and/or Historic District Commission for architectural design considerations provided that the following conditions are met:

- a. The subject property must be in a zoning district that allows mixed uses;
- b. The scale, color, design and quality of materials must be consistent with the building and site on which it is located;
- c. The proposed development must not adversely affect other uses and buildings in the neighborhood;
- d. Glazing above the first story shall not exceed a maximum of 70% of the façade area;
- e. Windows shall be vertical in proportion.

At this time, the applicant appears to meet the conditions listed above. Thus, **the Planning Board should consider modifying the glazing requirement for the subject site, reducing the required glazing from 70% to 64%.**

Projections into the Right-of-Way

The applicant is proposing two laminated glass canopies that project 4 ft. S. Old Woodward right-of-way. Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The sidewalk in front of Zana is 9.5 ft. wide, which permits a maximum 5 ft. awning projection. The proposed 4.6 ft. awning meets these requirements. Thus, **the applicant must receive approval from the Planning Board for the projections into the S. Old Woodward right-of-way.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Photometric Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- 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.

10.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 210 S. Old Woodward – Zana – with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;
2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;
3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and
4. The applicant must comply with the requests of all City Departments.

11.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 210 S. Old Woodward – Zana – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 210 S. Old Woodward – Zana – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 210 S. Old Woodward – Zana – for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 210 S. Old Woodward – Zana – with the following conditions:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;
2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;
3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and
4. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 210 S. Old Woodward – Zana – pending receipt of the following:

1. The applicant must submit revised sign plans that meet the requirements of the Sign Ordinance;
2. The Planning Board approves the proposed 64% glazing citing Article 4, Section 4.90 (E) of the Zoning Ordinance;
3. The Planning Board approves the projections into the S. Old Woodward right-of-way; and
4. The applicant must comply with the requests of all City Departments.

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 210 S. Old Woodward – Zana – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
Special Land Use Permit, Final Site Plan and Design Review
210 S. Old Woodward - Zana**

Existing Site: 2-Story Commercial Building

Zoning: B4 (Business-Residential) & D4 (Downtown Overlay)

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

Land Area: Existing: 0.723 ac.
Proposed: 0.723 ac. **(no changes proposed)**

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: 100% for commercial, office
Proposed: 100% Commercial (900 sq. ft.)

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A
Proposed: N/A

Front Setback:	Required:	0 ft.
	Proposed:	0 ft. (no changes proposed)
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft. (no changes proposed)
Rear Setback:	Required:	Equal to adjacent buildings
	Proposed:	0 ft. (no changes proposed)
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	80 ft., 5 stories
	Proposed:	37 ft., 2-stories (no changes proposed)
Min. Eave Height:	Required:	58 ft.
	Proposed:	37 ft. (no changes proposed)
Floor-Ceiling Height:	Required:	12 ft.
	Proposed:	None listed
Front Entry:	Required:	On frontage line
	Proposed:	On frontage line (no changes proposed)
Absence of Bldg. Façade:	Required:	32 in. screenwall
	Proposed:	N/A
Opening Width:	Required:	25 ft.
	Proposed:	N/A
Parking:	Required:	0 spaces
	Proposed:	0 spaces (no changes proposed)
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 10 feet of any building facade on a frontage line or between the building facade and the frontage line.
	Proposed:	No parking in 1st story (no changes proposed)
Loading Area:	Required:	None
	Proposed:	None
Screening:		

Parking: Required: 32 in. masonry screen wall
Proposed: N/A

Loading: Required: Minimum 6 ft. screen wall
Proposed: N/A

Rooftop Mechanical: Required: Fully screened from public view
Proposed: None **(no changes proposed)**

Elect. Transformer: Required: Obscured from public view
Proposed: N/A

Dumpster: Required: 6 ft. masonry w/ wood gate
Proposed: None **(no changes proposed)**



Restaurant
 Historic District Commission Review
 210 South Old Woodward
 Birmingham, Michigan



Luckenbach|Ziegelman|Gardner
 Architects
 555 S. Old Woodward Ave., Suite 27L
 Birmingham, Michigan 48009

Architect's Project Number 020:2021



Perspective

Zoning Information Building Area / Building Criteria

Zoning	
- Zoning = B4	
- Downtown Overlay District = D4	
- Part of Downtown Birmingham Parking Assessment District	
- Downtown Historic District	
Building Code	
- Use Group: A3 - Restaurant	
- Number of Stories Proposed Restaurant Space Renovation	1
- Existing Level 1 Restaurant Net Area	11,100 sf net interior area
- Occupant Load (Actual Number, See A1.02)	353
- Construction Type	2B
Legal Description:	
See Site Plan - Sheet S-1	

ARCHITECT'S PROJECT NUMBER 020:2021

Sheet Schedule

NO.	TITLE
1.00	TITLE SHEET SCHEDULE AND GENERAL INFORMATION
1.01	PARTIAL SECTION AND SITE INFORMATION
S.1	SECTION
1.02	EXTERIOR PHOTOGRAPHY PROPOSED INTERIOR PHOTOGRAPHS
1.03	PARTIAL EXTERIOR PHOTOGRAPHS AND SECTION
1.04	INTERIOR SECTION DETAILS AND PHOTOGRAPHS
1.05	WALL SECTION DETAILS
M.00	MISCELLANEOUS PAGES

HISTORIC DISTRICT COMMISSION REVIEW SPECIAL LAND USE PLANNING REVIEW

email:
gardner-arch1@sbcglobal.net
 tele:
248.642.3990

ISSUE	DATE
SLUP Review	9/23/2021
HDC Review	10/07/2021

Sheet Title:
 Title Sheet
 Sheet Schedule
 Information

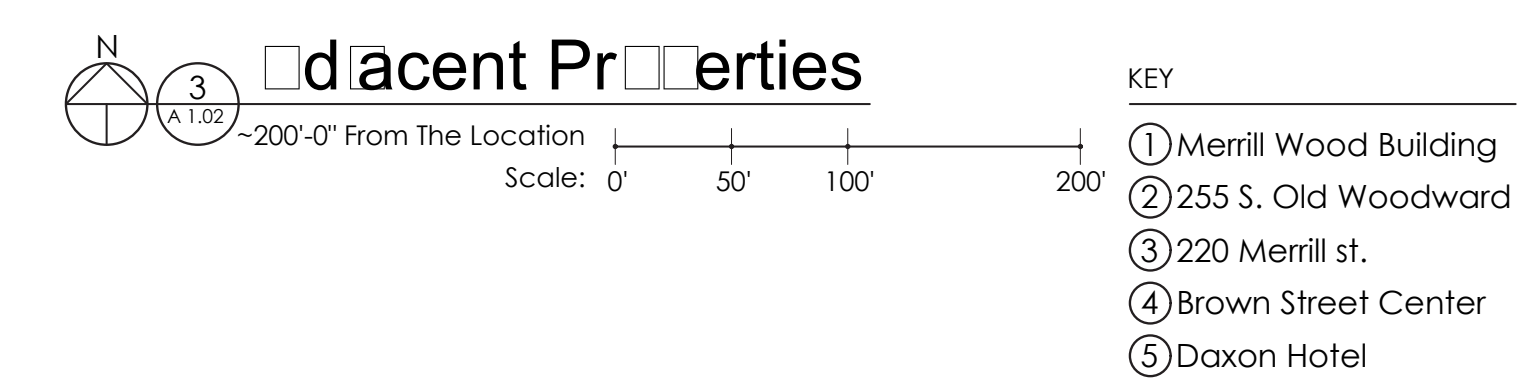
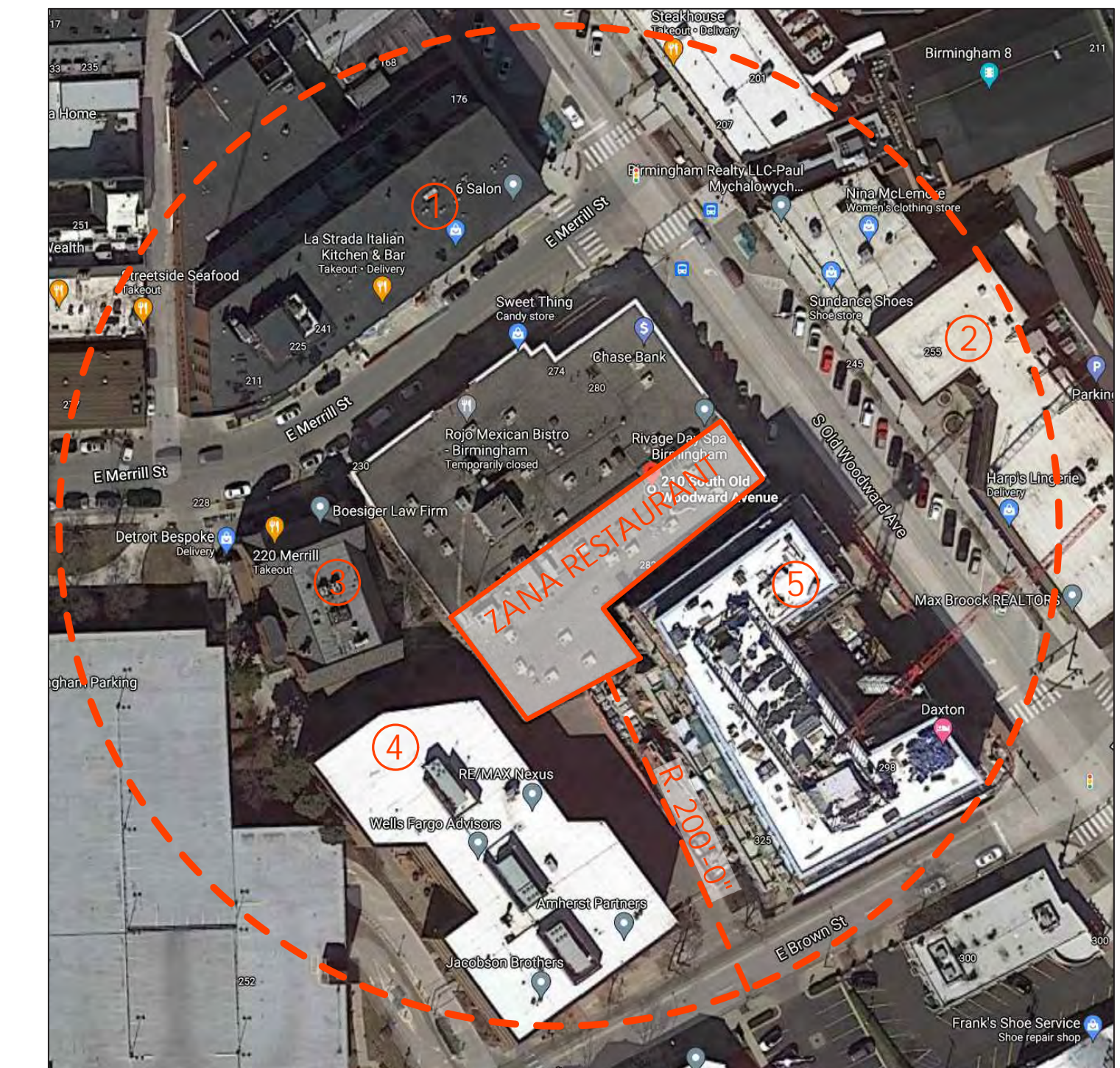
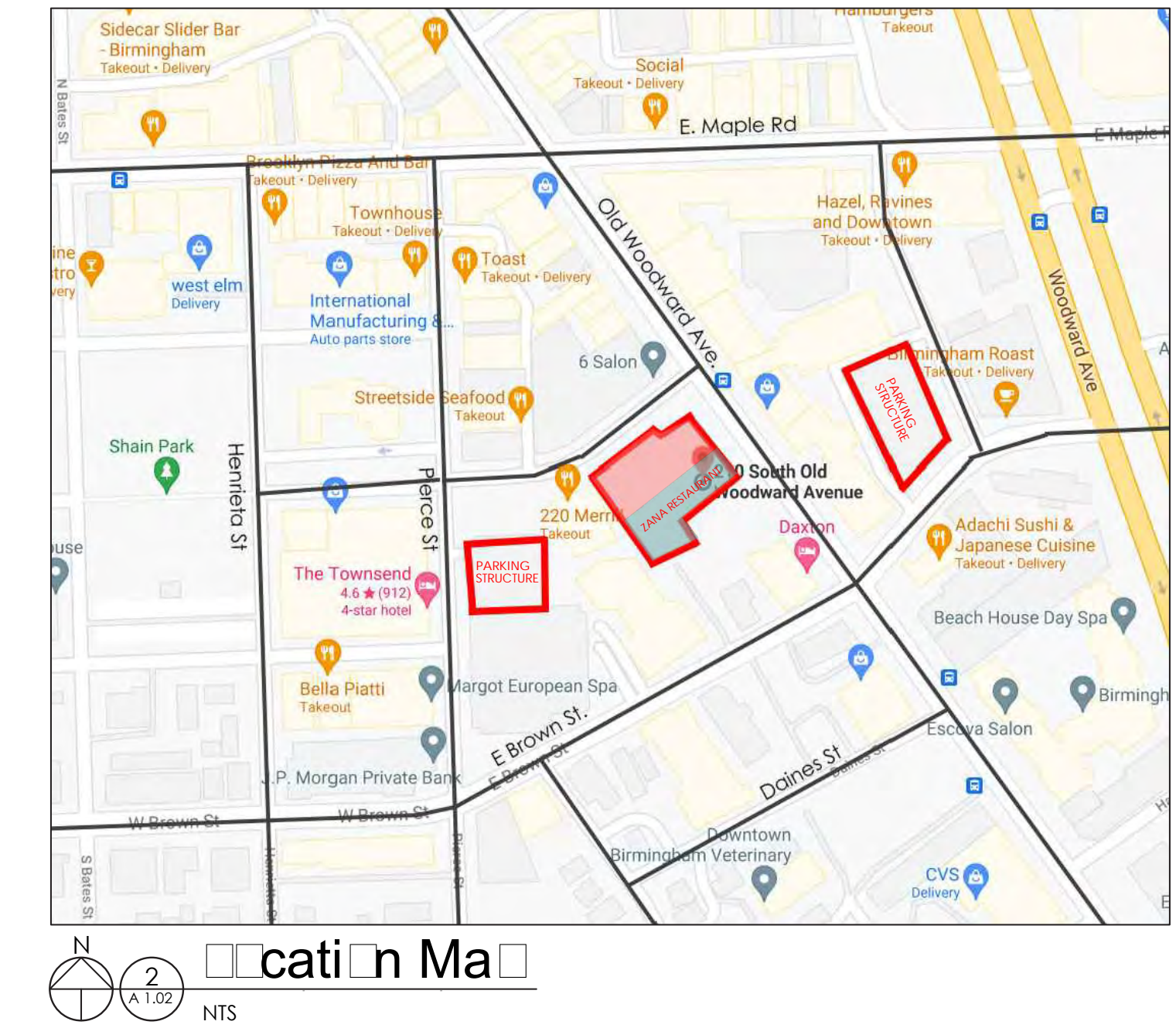
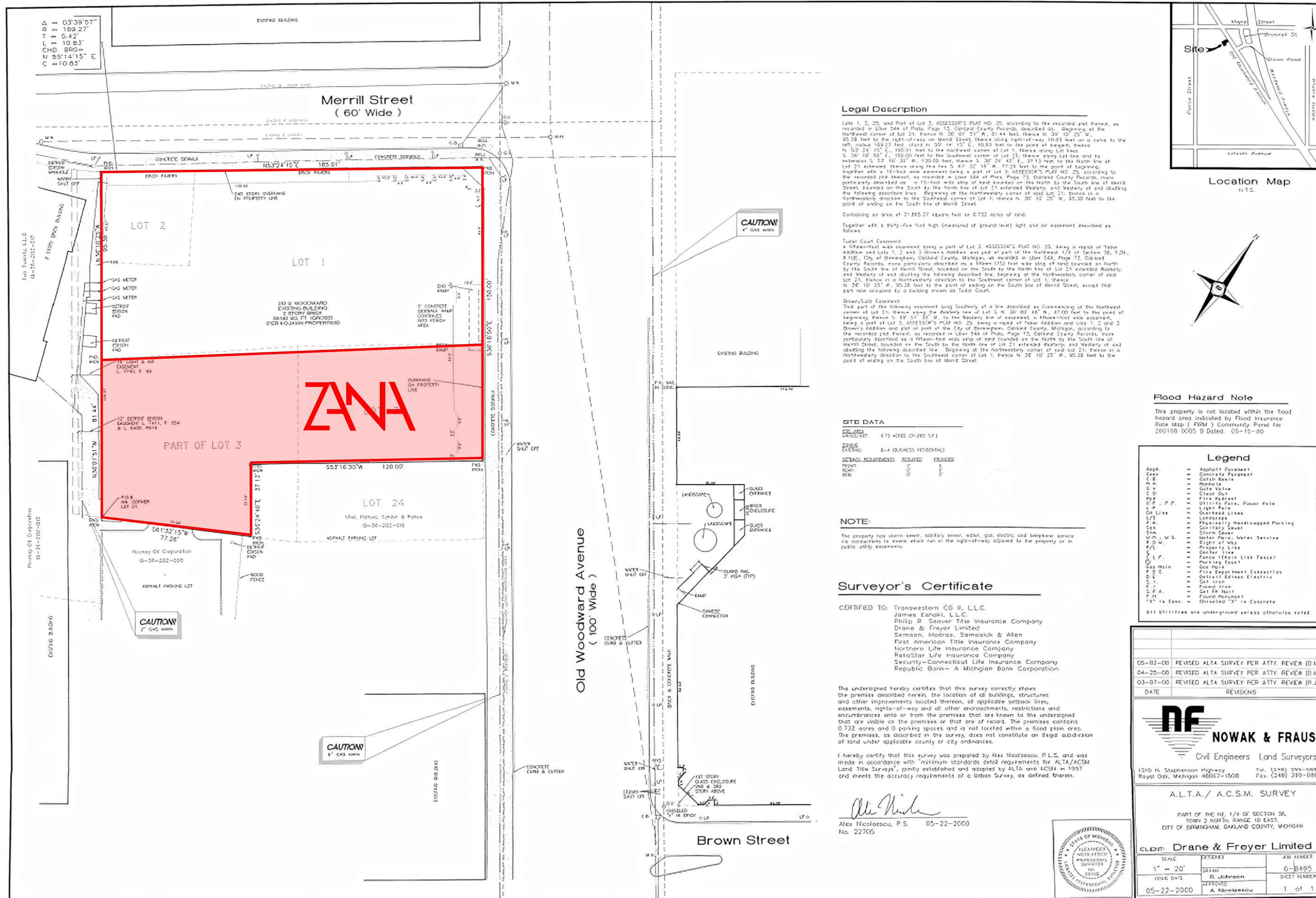


Project Address:
 210 South Old Woodward
 Birmingham, Michigan

Designed:
 Drawn:
 Coordination checked:
 Checked: a

Project Number: 020:2021

Sheet Number: 1.00



Site Plan
210 South Old Woodward Ave.
NTS

L|Z|G Architects
Luckenbach/Ziegelman/Gardner Architects
555 S. Old Woodward Ave., Suite 27L
Birmingham, Michigan 48009

email: gardner-arch1@sbcglobal.net
tele: 248.642.3990

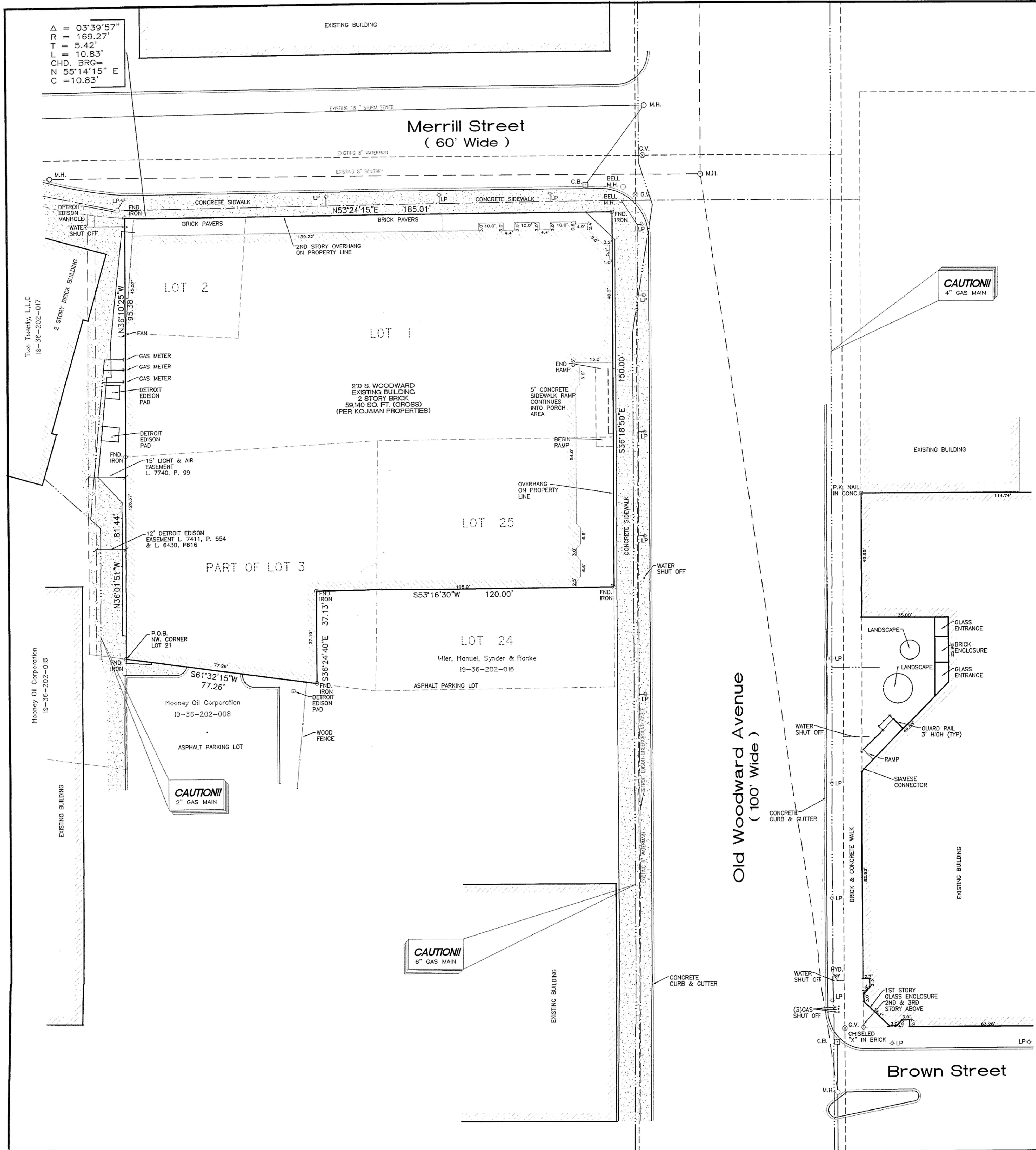
ISSUE date
SLUP Review 9/23/2021
HDC Review 10/07/2021

Sheet title:
Site Information
Site Information

Project address:
ZANA
210 South Old Woodward
Circumference

Project number:
020/2021

Sheet number:
1.01



Legal Description

Lots 1, 2, 25, and Part of Lot 3, ASSESSOR'S PLAT NO. 25, according to the recorded plat thereof, as recorded in Liber 54A of Plats, Page 73, Oakland County Records, described as: Beginning at the Northwest corner of Lot 21; thence N. 36° 01' 51\" W., 81.44 feet; thence N. 36° 10' 25\" W., 95.38 feet to the right-of-way on Merrill Street; thence along right-of-way 10.83 feet on a curve to the left, radius 169.27 feet, chord N. 55° 14' 15\" E., 10.83 feet to the point of tangent; thence N. 53° 24' 15\" E., 185.01 feet to the Northeast corner of Lot 1; thence along Lot line S. 36° 18' 50\" E., 150.00 feet to the Southeast corner of Lot 25; thence along Lot line and its extension S. 53° 16' 30\" W., 120.00 feet; thence S. 36° 24' 40\" E., 37.13 feet to the North line of Lot 21 extended; thence along this line S. 61° 32' 15\" W., 77.26 feet to the point of beginning, together with a 15-foot wide easement being a part of Lot 3, ASSESSOR'S PLAT NO. 25, according to the recorded plat thereof, as recorded in Liber 54A of Plats, Page 73, Oakland County Records, more particularly described as: a 15-foot wide strip of land bounded on the North by the South line of Merrill Street, bounded on the South by the North line of Lot 21 extended Westery; and Westery of and abutting the following described lines: Beginning at the Northwesterly corner of said Lot 21; thence in a Northwesterly direction to the Southwest corner of Lot 1; thence N. 36° 10' 25\" W., 95.38 feet to the point of ending on the South line of Merrill Street.

Containing an area of 31,865.27 square feet or 0.732 acres of land.

Together with a thirty-five foot high (measured at ground level) light and air easement described as follows:

Tudor Court Easement:

A fifteen-foot wide easement being a part of Lot 3, ASSESSOR'S PLAT NO. 25, being a replat of Taber Addition and Lots 1, 2 and 3 Brown's Addition and plat of part of the Northeast 1/4 of Section 36, T.2N., R.10E., City of Birmingham, Oakland County, Michigan, as recorded in Liber 54A, Page 73, Oakland County Records, more particularly described as a fifteen (15) foot wide strip of land bounded on North by the South line of Merrill Street; bounded on the South by the North line of Lot 21 extended Westery; and Westery of and abutting the following described line: beginning at the Northwesterly corner of said Lot 21; thence in a Northwesterly direction to the Southwest corner of Lot 1; thence N. 36° 10' 25\" W., 95.38 feet to the point of ending on the South line of Merrill Street, except that part now occupied by a building known as Tudor Court.

Brown/Lutz Easement:

That part of the following easement lying Southerly of a line described as Commencing at the Northwest corner of Lot 21; thence along the Westery line of Lot 3, N. 36° 00' 48\" W., 47.00 feet to the point of beginning; thence S. 69° 51' 30\" W., to the Westery line of easement; a fifteen-foot wide easement, being a part of Lot 3, ASSESSOR'S PLAT NO. 25, being a replat of Taber Addition and Lots 1, 2 and 3 Brown's Addition and plat of part of the City of Birmingham, Oakland County, Michigan, according to the recorded plat thereof, as recorded in Liber 54A of Plats, Page 73, Oakland County Records, more particularly described as a fifteen-foot wide strip of land bounded on the North by the South line of Merrill Street, bounded on the South by the North line of Lot 21 extended Westery; and Westery of and abutting the following described line: Beginning at the Northwesterly corner of said Lot 21; thence in a Northwesterly direction to the Southwest corner of Lot 1; thence N. 36° 10' 25\" W., 95.38 feet to the point of ending on the South line of Merrill Street

SITE DATA

SITE AREA	0.73 ACRES (31,865 S.F.)
GROSS/NET:	
ZONING	B-4 (BUSINESS RESIDENTIAL)
EXISTING:	
SETBACK REQUIREMENTS	REQUIRED PROVIDED
FRONT:	0' 0'
REAR:	0' 0'
SIDE:	0' 0'

NOTE:

The property has storm sewer, sanitary sewer, water, gas, electric and telephone service via connections to mains which run in the right-of-way adjacent to the property or in public utility easements.

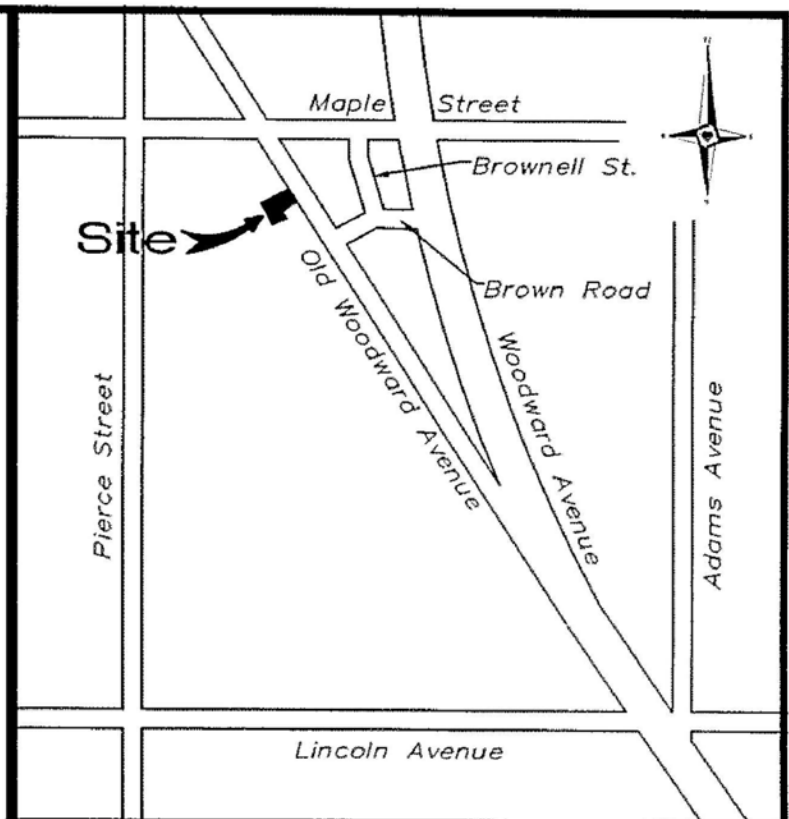
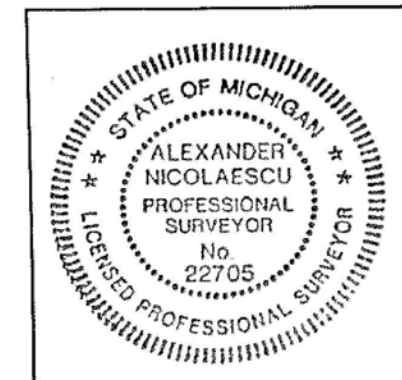
Surveyor's Certificate

CERTIFIED TO: Transwestern CG II, L.L.C.
 James Eshaki, L.L.C.
 Philip R. Seaver Title Insurance Company
 Drane & Freyer Limited
 Semaan, Modras, Samosiuk & Allen
 First American Title Insurance Company
 Northern Life Insurance Company
 ReliaStar Life Insurance Company
 Security-Connecticut Life Insurance Company
 Republic Bank— A Michigan Bank Corporation

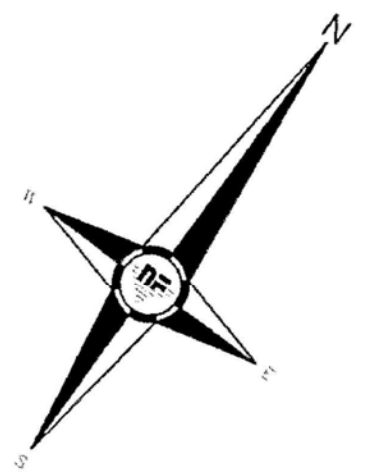
The undersigned hereby certifies that this survey correctly shows the premises described herein, the location of all buildings, structures and other improvements located thereon, all applicable setback lines, easements, rights-of-way and all other encroachments, restrictions and encumbrances onto or from the premises that are known to the undersigned that are visible on the premises or that are of record. The premises contains 0.732 acres and 0 parking spaces and is not located within a flood plain area. The premises, as described in the survey, does not constitute an illegal subdivision of land under applicable county or city ordinances.

I hereby certify that this survey was prepared by Alex Nicolaescu, P.L.S. and was made in accordance with "minimum standards detail requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and ACSM in 1997 and meets the accuracy requirements of a Urban Survey, as defined therein.

Alex Nicolaescu
 Alex Nicolaescu, P.S. 05-22-2000
 No. 22705



Location Map
N.T.S.



Flood Hazard Note

This property is not located within the flood hazard area indicated by Flood Insurance Rate Map (FIRM) Community Panel No. 260168 0005 B Dated: 05-15-80

Legend

Asph.	Asphalt Pavement
Conc.	Concrete Pavement
C.B.	Catch Basin
M.H.	Manhole
G.V.	Gate Valve
C.O.	Clean Out
Hyd.	Hydrant
U.P.; P.P.	Utility Pole; Power Pole
L.P.	Light Pole
OH Line	Overhead Lines
L/S	Landscape
P.H.	Physically Handicapped Parking
San.	Sanitary Sewer
Stm.	Storm Sewer
W.M.; W.S.	Water Main; Water Service
R.O.W.	Right of Way
P/L	Property Line
C.L.	Center Line
F.L.F.	Fence (Chain Link Fence)
P	Parking Count
G.M.	Gas Main
F.D.C.	Fire Department Connection
D.E.	Detroit Edison Electric
S.I.	Set Iron
F.I.	Found Iron
S.P.K.	Set PK Nail
F.M.	Found Monument
"X" in Conc.	Chiseled "X" in Concrete

All Utilities are underground unless otherwise noted.

05-02-00	REVISED ALTA SURVEY PER ATTY. REVIEW (D.M.)
04-25-00	REVISED ALTA SURVEY PER ATTY. REVIEW (D.M.)
03-07-00	REVISED ALTA SURVEY PER ATTY. REVIEW (R.J.)
DATE	REVISIONS



1310 N. Stephenson Highway Royal Oak, Michigan 48067-1508 Tel. (248) 399-0866 Fax. (248) 399-0805

A.L.T.A./ A.C.S.M. SURVEY

PART OF THE NE. 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN

CLIENT:	Drane & Freyer Limited
SCALE	DESIGNED
1" = 20'	DRAWN
ISSUE DATE	APPROVED
05-22-2000	A. Nicolaescu
JOB NUMBER	SHEET NUMBER
6-B495	1 of 1

S.1

issue	date
SLUP REVIEW	SEPT 23, 2021
HDC REVIEW	OCT 07, 2021

sheet title:
Level One Floor Plan
Project Images

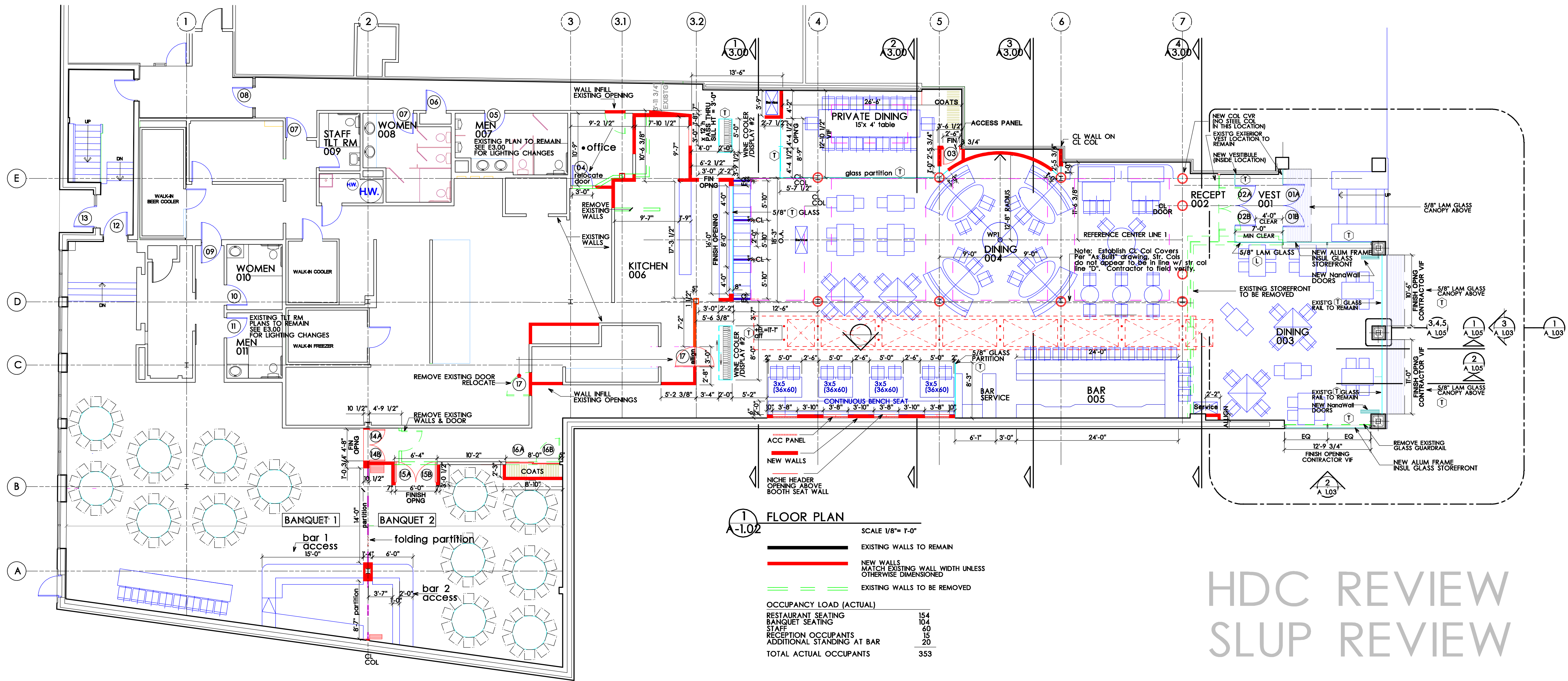


project address:
210 South Old Woodward
Birmingham, Michigan

designed: JHG
drawn: JG
coordination checked:
checked: approved

project number:
003-2021

sheet number:
A-1.02



HDC REVIEW
SLUP REVIEW

EXTERIOR



A EXISTING EXTERIOR
South Portion of Plaza Bldg - Looking West



B EXISTING EXTERIOR
South Elevation - Looking NW (Alley Side View Between Daxton)



C EXISTING EXTERIOR
Old Woodward Avenue Looking Southwest



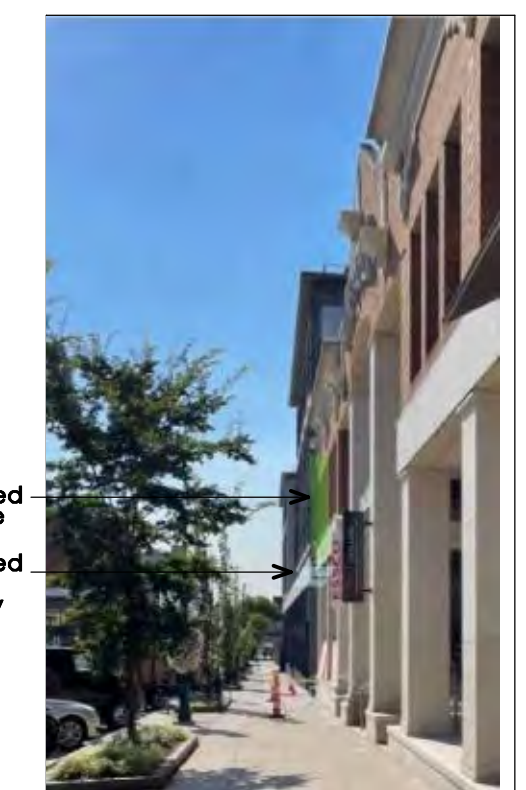
D PROPOSED EXTERIOR
Old Woodward Avenue Looking Southwest - Evening Scene



D EXISTING EXTERIOR
Old Woodward / Merrill Street Chase Bank - Glass Canopy

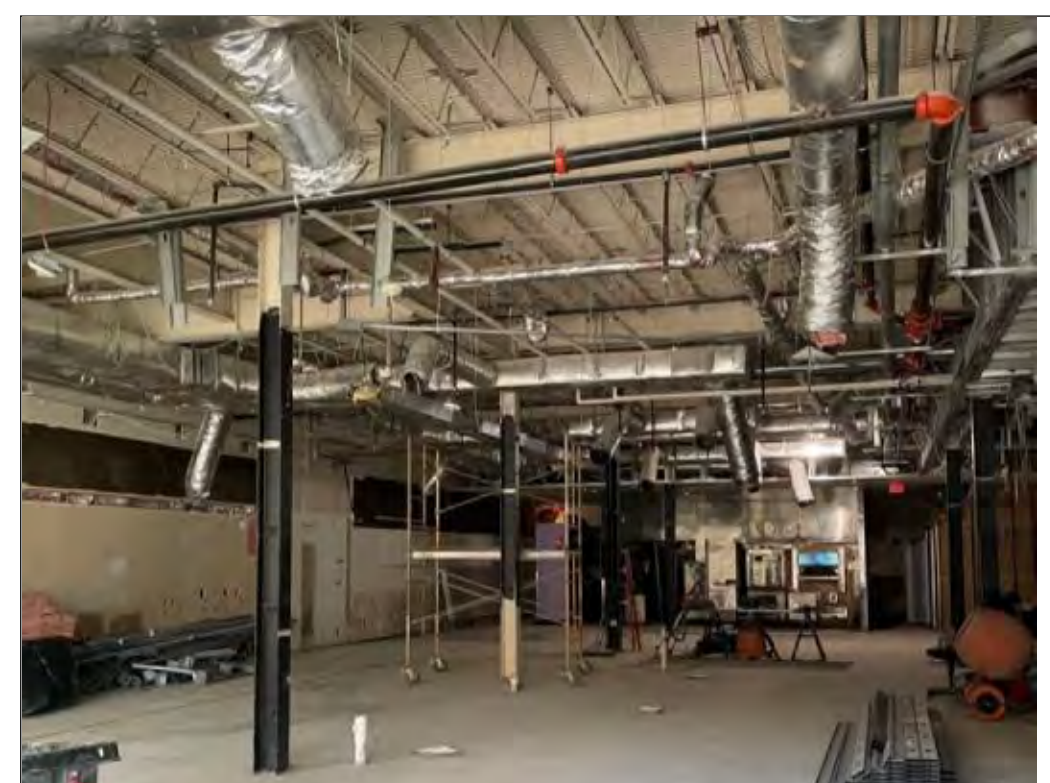


E.1 EXISTING EXTERIOR
Old Woodward / Merrill Street Plaza Bldg - Looking South



E.2 PROPOSED EXTERIOR
Old Woodward / Merrill Street Plaza Bldg - Looking South

INTERIOR



F EXISTING INTERIOR
Main Dining Room Looking West



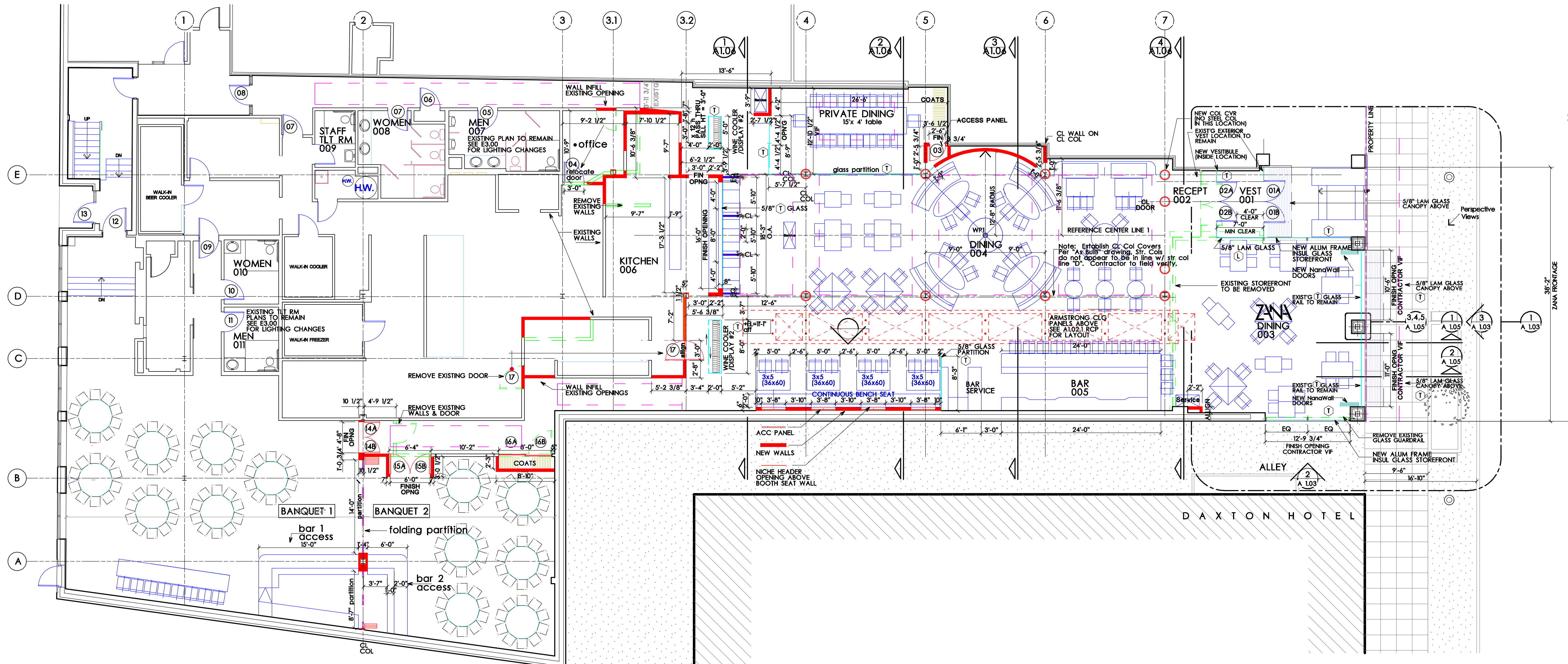
G PROPOSED INTERIOR
Main Dining Room Looking West



H PROPOSED INTERIOR
Looking West Main Dining Room to Right Bar Area to Left



J PROPOSED INTERIOR
Main Dining Room Looking North



FLOOR PLAN
SCALE 1/8" = 1'-0"

- EXISTING WALLS TO REMAIN
- NEW WALLS MATCH EXISTING WALL WIDTH UNLESS OTHERWISE DIMENSIONED
- EXISTING WALLS TO BE REMOVED

OCCUPANCY LOAD (ACTUAL)	
RESTAURANT SEATING	154
BANQUET SEATING	104
STAFF	60
RECEPTION OCCUPANTS	15
ADDITIONAL STANDING AT BAR	20
TOTAL ACTUAL OCCUPANTS	353

SLUP REVIEW
HDC REVIEW

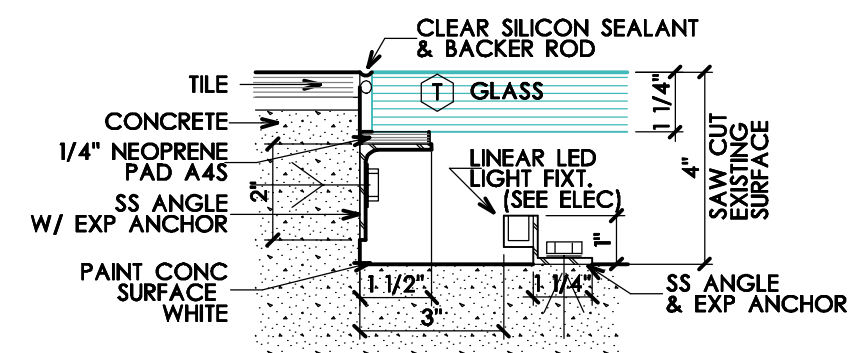
SOUTH OLD WOODWARD AVE



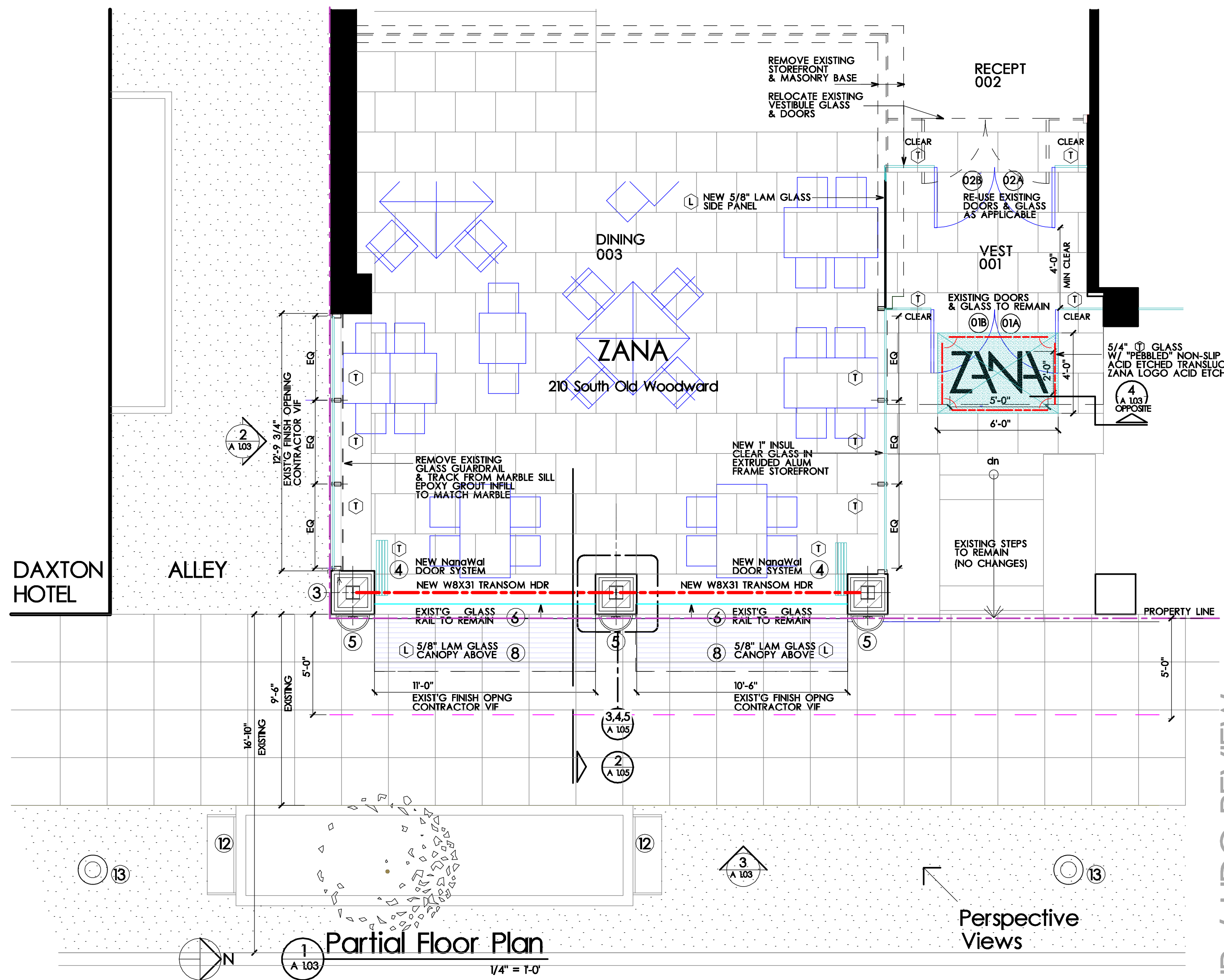
P1
A 103 Exterior Perspective
Day Time



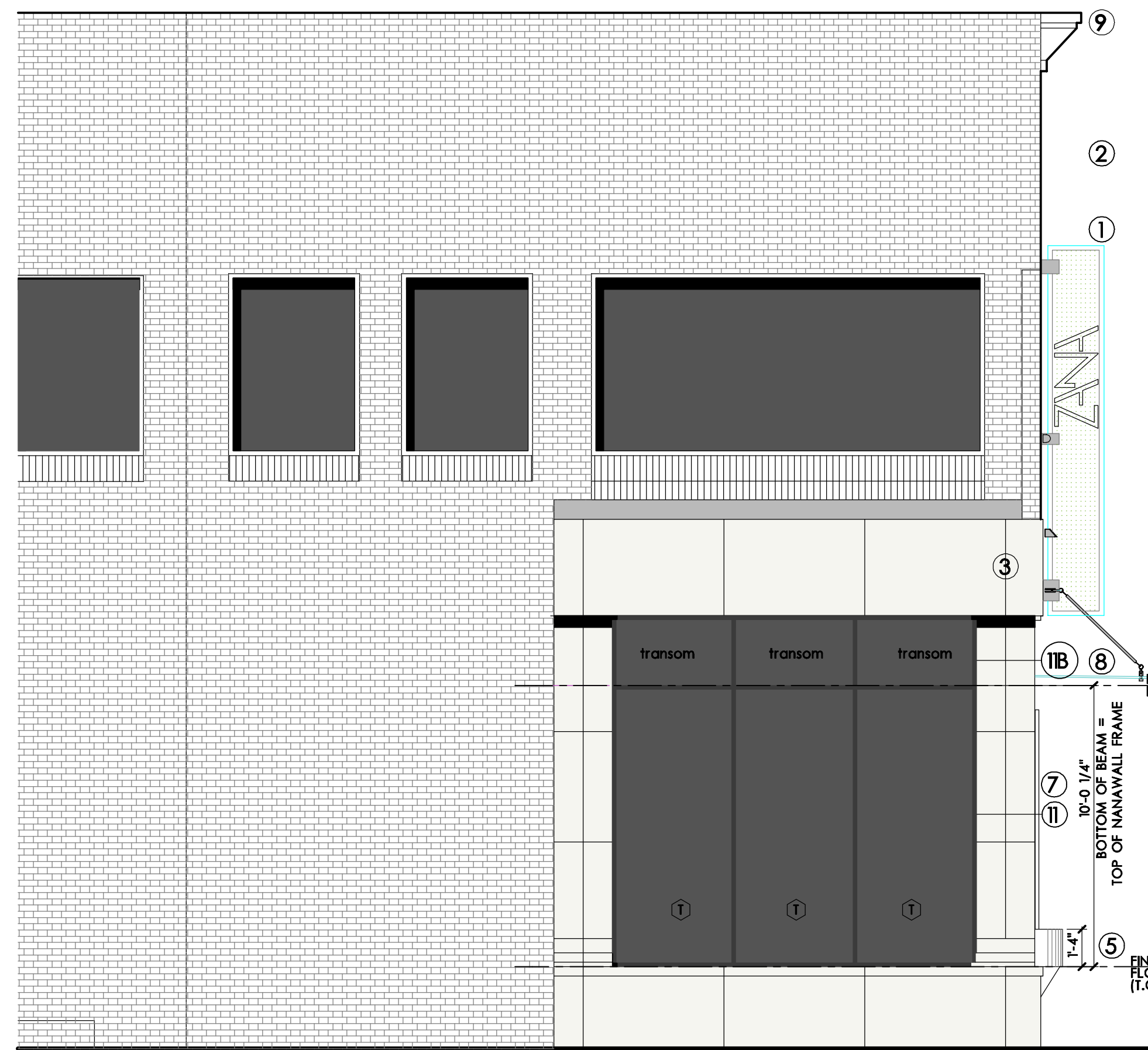
P1
A 103 Exterior Perspective
Night Time



4
A 103 Section Detail
Glass Entry "Mat" 1/2" = 1'-0"



Partial Floor Plan
1/4" = 1'-0"



2
A 103 Partial South Elevation
1/4" = 1'-0"

- DRAWING KEY**
- 1 New Laminated Glass Signage
 - 2 Existing Building Material = Brick
 - 3 Existing Building Material = Marble
 - 4 Operable Glass & Aluminum Frame Door System (NanaWall / Color = Black)
 - 5 16 GA Stainless Steel Planters with Annual Plantings (See Plan Det - A 105)
 - 6 Existing Tempered Glass Guard Rail to Remain
 - 7 1/2" x 1/2" Stainless Steel Sculptural Rods - Plant Climbing Lattice
 - 8 Laminated Glass Canopy / Awning w/ Threaded Stainless Steel Rod Support
 - 9 Existing Building Cornice
 - 10 New Light Fixtures
 - 11 New 1" Clear Insulated Tempered Glass in Extruded Aluminum Storefront Framing System
 - 11B 1" Insulated Glass Transom (Clear)
 - 12 Existing City of Birmingham Planter, Street Tree, & Bench
 - 13 Existing Street Light

PERFORMANCE CALCULATOR
NEW GLASS SPECIFICATIONS:

Make-up Name	Glass 1 & Coating	Glass 2 & Coating	Visible Light				Solar Energy		Thermal Properties	
			Transmittance	Reflectance	Transmittance	Reflectance	U-Value	SHGC		
Default Make-up 01	Clear Float (North America)	Clear Float (North America)	80	15	15	67	13	0.74	0.47	0.90
Calculation Standard: NFRC 2010										
Default Make-up 01	Outdoors									
GLASS 1	Clear Float (North America)	Thickness = 1/4" (6mm)	#1							
GAP 1	100% Air, 1/2" (12.7mm)		#2							
GLASS 2	Clear Float (North America)	Thickness = 1/4" (6mm)	#3							
Total Unit (Nominal) = 1 in										
Estimated Nominal Glazing Weight: 5.75 lb/ft ²										
Indoors										

G
A 103 Clear Glass
Specification



3
A 103 Partial East Elevation
1/4" = 1'-0"

--- % GLAZING FROM GRADE LEVEL: 168 SF GLASS / 262 SF TOTAL AREA = 64% GLAZING
 - - - % GLAZING FROM FLOOR LEVEL: 217 SF GLASS AREA / 262 SF TOTAL AREA = 83% GLAZING

seal:

L|Z|G
Architects

Luckenbach|Ziegelman|Gardner
Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

email:
gardner-arch@sbglobal.net

tele:
248.642.3990

issue date

SLUP Review	9/23/2021
HDC Review	10/07/2021

sheet title:
**Partial Floor Plan
Renderings
& Exterior
Elevations**

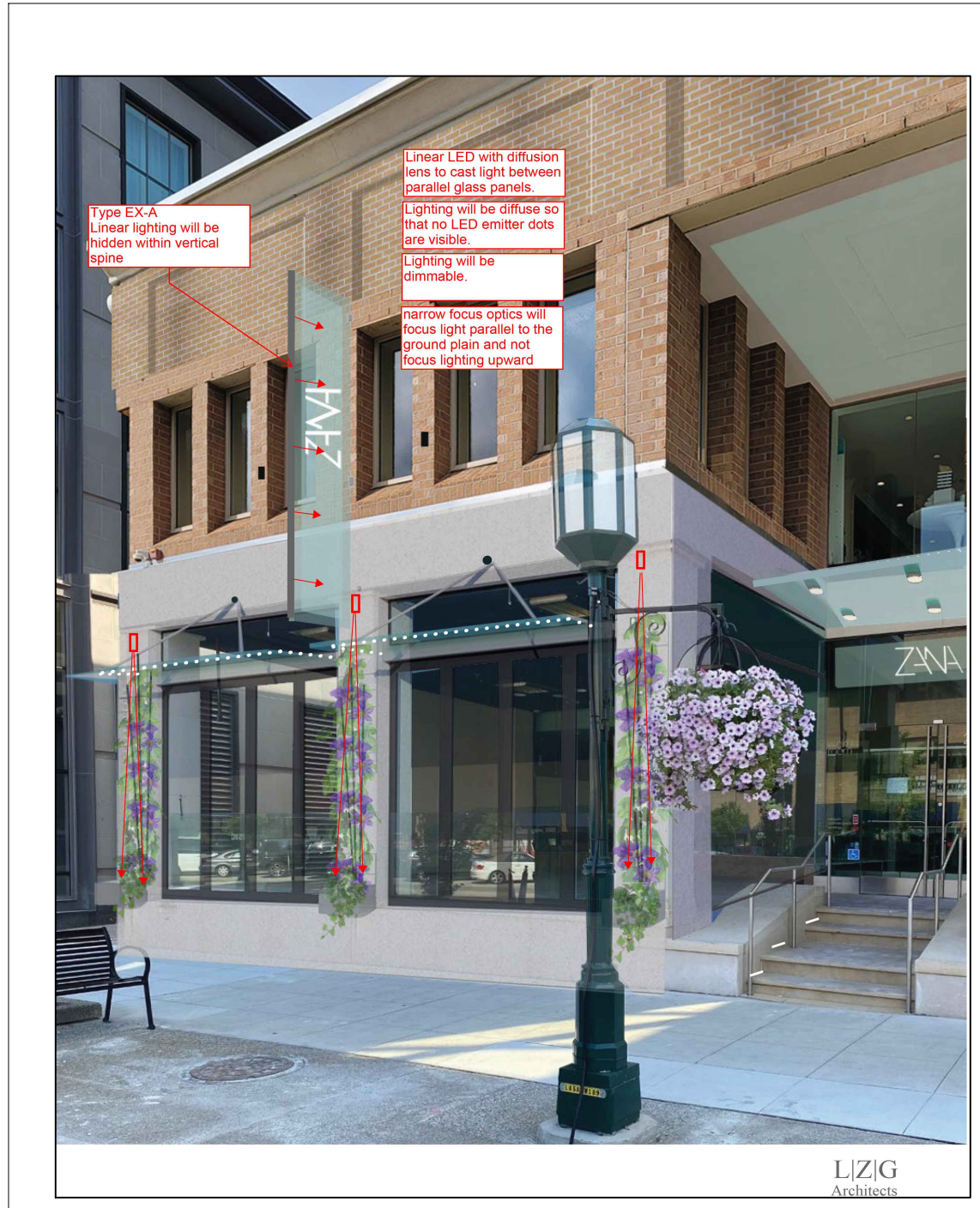
project:
ZANA

project address:
210 South Old Woodward
Birmingham, Michigan

designed
drawn
coordination checked
checked **approved**

project number:
020-2021

sheet number:
A-1.03



KALYPSO IP67 Static White/Tunable White/RGB LED LINEAR

Ordering Process

Step 1: Luminaire Photo
Step 2: Mounting Accessories Photo
Step 3: Cables and Connectors Photo
Step 4: Drivers and Controllers Photo

Luminaire Order Code

Color Temperature	Color Rendering	Color Temperature	Color Rendering	Order Length	Beam	IP67
Static White	90	2700K	90	1.18m (38.9ft)	Ø12mm (0.47in)	IP67
Static White	90	2700K	90	2.36m (7.74ft)	Ø12mm (0.47in)	IP67
Static White	90	2700K	90	3.54m (11.61ft)	Ø12mm (0.47in)	IP67
Tunable White	90	2700K-6500K	90	1.18m (38.9ft)	Ø12mm (0.47in)	IP67
Tunable White	90	2700K-6500K	90	2.36m (7.74ft)	Ø12mm (0.47in)	IP67
Tunable White	90	2700K-6500K	90	3.54m (11.61ft)	Ø12mm (0.47in)	IP67

1

4

Lighting Details



EL CAPITAN LED TYPE EX-B

DATE	PROJECT	TYPE

CATALOG NUMBER LOGIC

Example B: EC - LED - e66 - SP - A6 - MAC - 12 - 11 - B

MATERIAL

Category - Aluminum B - Brass S - Stainless Steel

SERIES

EC - El Capitán

SOURCE

LED - with integral Dimming Driver (25W min. load when dimmed?)

LED TYPE

e64 - 7W LED/2700K e66 - 7W LED/4000K
e65 - 7W LED/2000K e68 - 7W LED/Amber

OPTICS

NSP - Narrow Spot (30°) MFL - Medium Flood (20°)
Spot (0°) WFL - Wide Flood (30°)

ADJUST-E-LUME OUTPUT INTENSITY**

A - Onboard (A6, A7, A8, A9, A1, A2, A3)

FINISH (See page 2 for full-color swatches)

Standard Finishes (SP, SDZ, BLK, WHP, WHV, SAP, VER)
Premium Finishes (AMP, ANGL, AZOR, BCM, BCM, BPP, CAP, CMU, CRI, CRM, HUG, MGS, NBP, COP, RMO, SCS, SMG, TWP, WCP, WTP)

Also available in RAL Finishes
Brush Finishes (MAC, POL, MAT)

Stainless Steel Finishes (SAC, PCL)

LENS TYPE

12 - Soft Focus 13 - Rectilinear

SHIELDING

11 - Honeycomb Baffle

CAP STYLE

A - 40°
B - 90°
C - Flush
D - 40° Less Weep-hole (Interior use only)
E - 90° Less Weep-hole (Interior use only)
F - 90° with Flush Lens

2

5



PUKLED® TYPE EX-C

PROJECT NAME: TYPE

ORDERING INFORMATION AND DRAWINGS - FIXTURE

ROBE	RING	LENSEBOX	CO2	FINISH	ALTERNATE EFFECTS DEVICE
LPK		SELDA			
LPK - Lenses PK010	1 - Ø1/2 in 2 - Ø1/2 in 3 - Ø1/2 in 4 - Ø1/2 in 5 - Ø1/2 in	SELDA - Ø1-1/2 in x 2.5 in Lenses Ø1-1/2 in x 2.5 in Ø1-1/2 in x 2.5 in Ø1-1/2 in x 2.5 in Ø1-1/2 in x 2.5 in	25 - 2700K 30 - 3000K 35 - 3500K 40 - 4000K 45 - 4500K	W White Wash B Black Wash A Amber Wash	OPTIONAL COVERING LED - Linear Wash H2 - Wash H3 - Wash H4 - Wash H5 - Wash

LUMINAIRE

LED - Machine aluminum back body with 4.3 watt AC constant current LED.

EFFECTS DEVICES

Fixture is limited to 2 effect devices; 1 lens and 1 film. Consult factory for custom color gel options.

LPK-1 features diffusing frosted lens. Consult ordering information for alternate effects devices.

LPK-2 Wet location fixture includes sealed diffusing frosted lens. Consult ordering information for alternate effects devices.

LPK-3 In-grade Wash Light fixtures include sealed, impact resistant clear polycarbonate lens and 0.8 A-03-05. Fixtures are not submersible.

Note: D-rings are included with LPK-2 and LPK-3.

RETENTION

Mounting screws included; use BACK BOX ASSEMBLY for Wet location and Wash-light applications.

FACE PLATE COVER

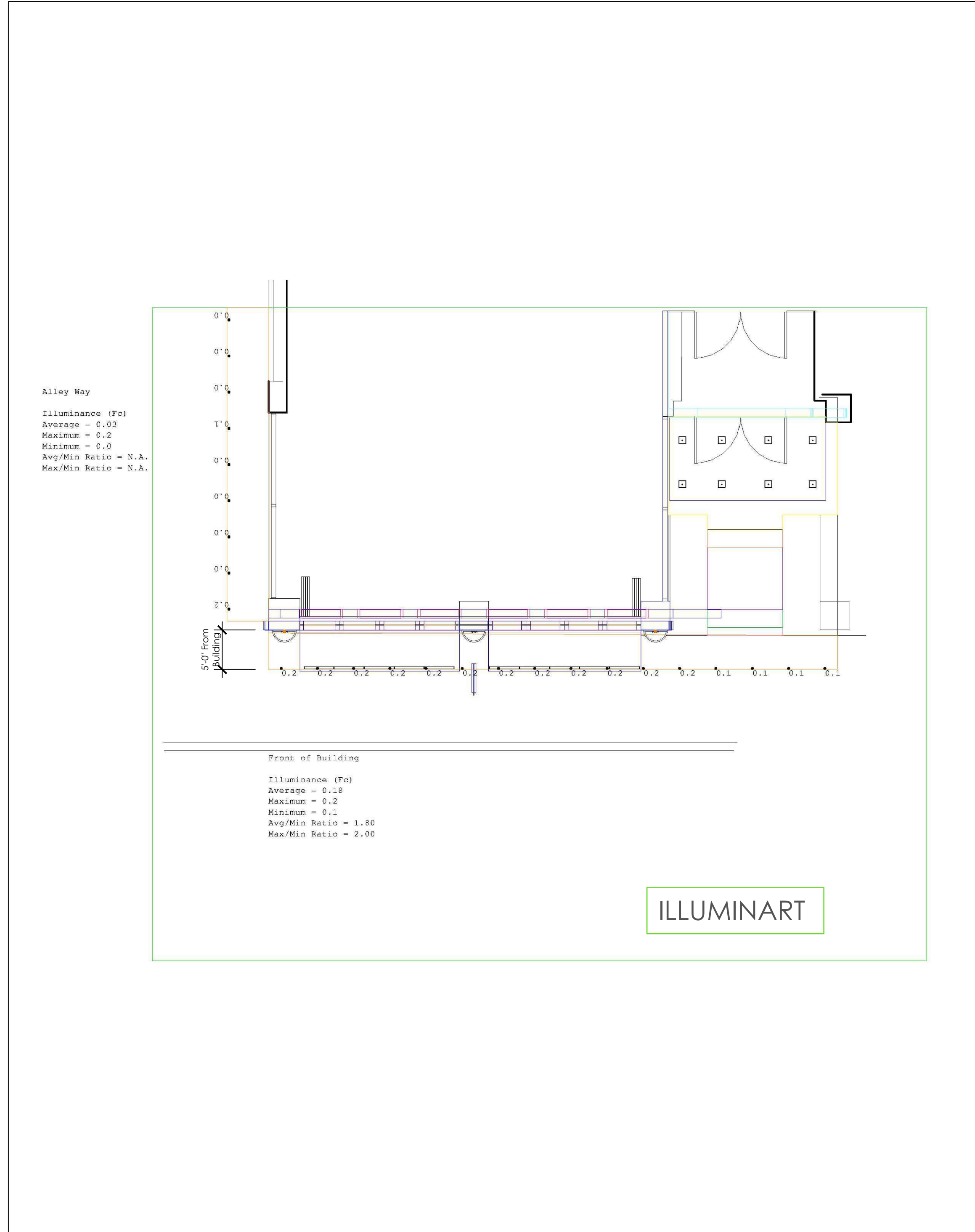
Screw-on 2.1" (53mm) thickness cover used to conceal mounting hardware.

DIMENSIONS / DRAWINGS

Ø1.75" D-ring
Ø1.68" D-ring
Ø2.40"

3

6



Photometric Plan

NTS

HDC REVIEW
SLUP REVIEW

seal:

L|Z|G Architects

Luckenbach/Ziegelman/Gardner Architects

555 S. Old Woodward Ave, Suite 27L
Birmingham, Michigan 48009

ILLUMINART
BASSO

email: garchner-arch1@sbcglobal.net

tele: 248.642.3990

issue	date
Permit Review	9/15/2021
SLUP Review	9/23/2021
HDC Review	10/07/2021

sheet title:

Lighting Details Photometrics

project:

ZANA

project address:
210 South Old Woodward
Birmingham, Michigan

designed
drawn
coordination checked
checked approved

project number: 020-2021

sheet number:
A-1.04

issue	date
SLUP Review	SEPT. 23, 2021
HDC Review	OCT. 07, 2021

sheet title:
Building + Wall Sections
Plan & Section Details

project:

ZANA

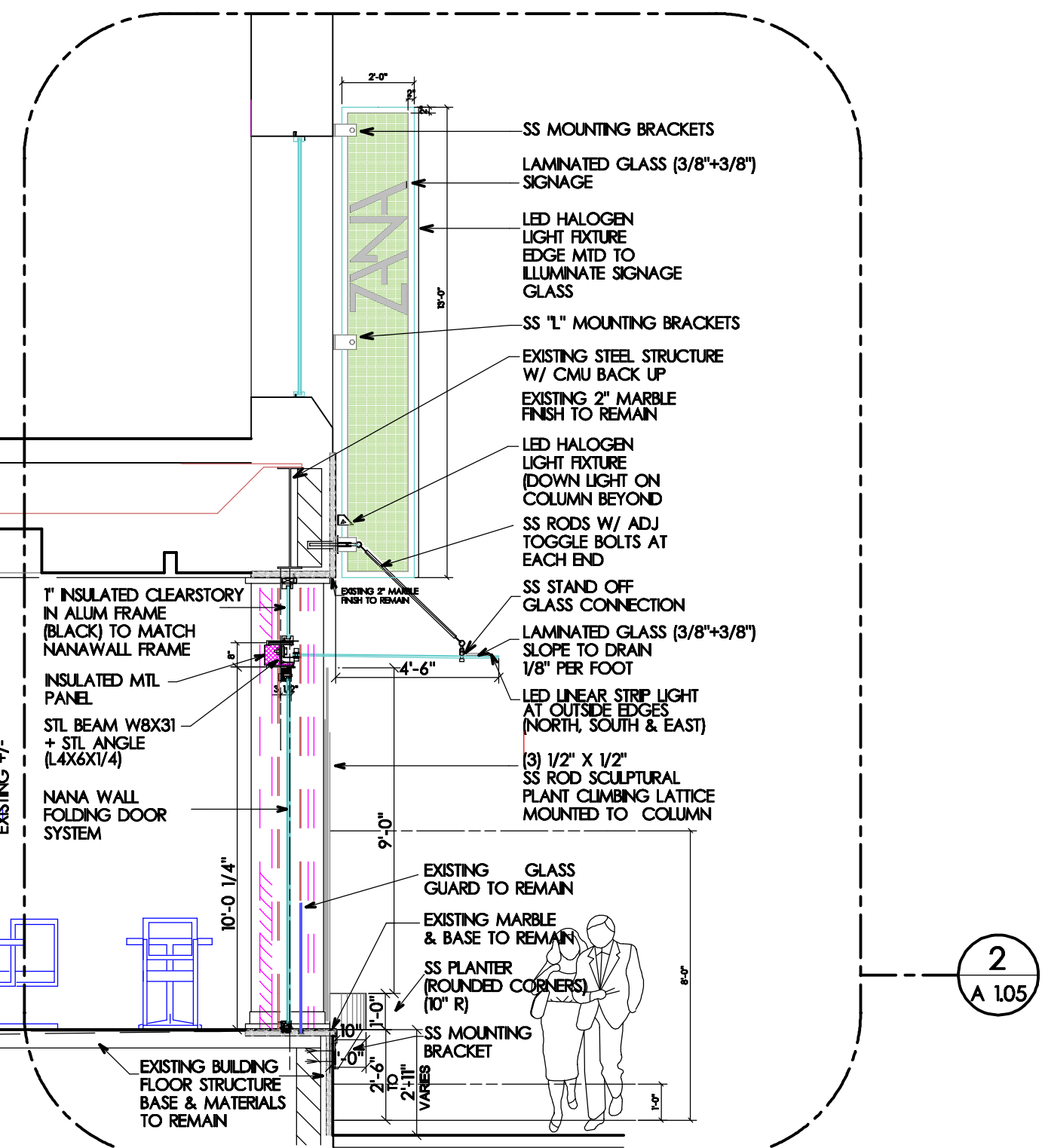
project address:
210 South Old Woodward
Birmingham, Michigan

designed: JHG
drawn: JG
coordination checked:
checked: approved

project number:
003-2021

sheet number:
A-1.05

NANA WALL DETAILS



1
A 105
E-W Building Section
1/4" = 1'-0"

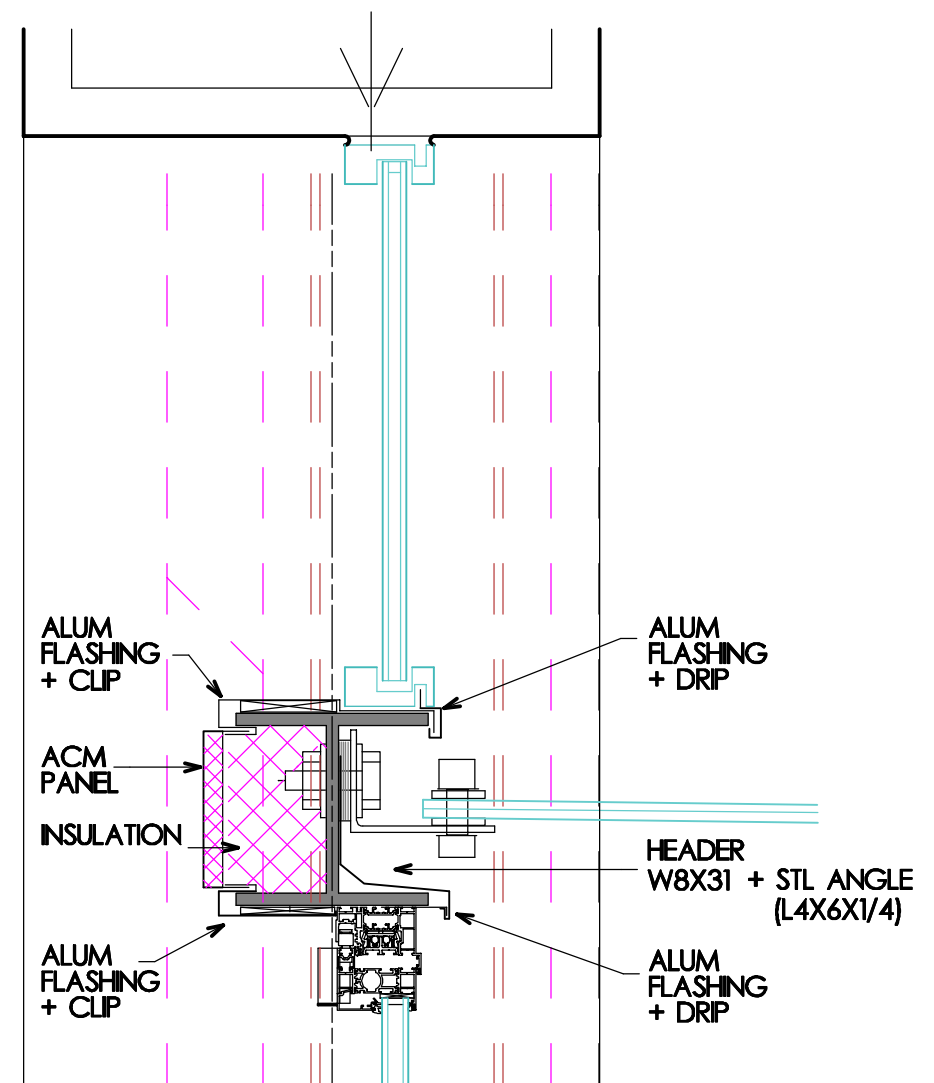


1
A 105
ALOEO VERA SUCCULENT PLANT
VERTICAL ELEMENT

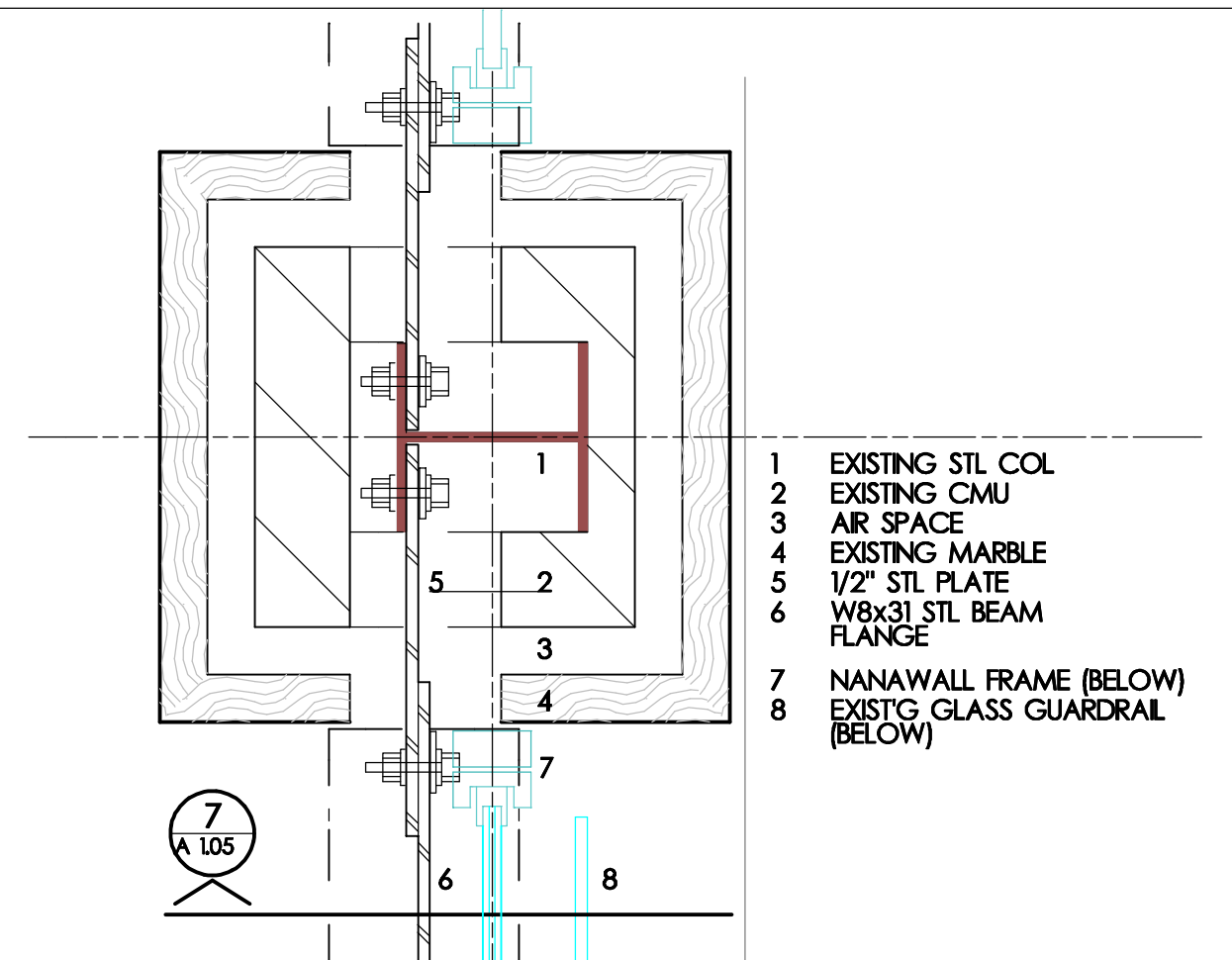


2
A 105
RED PAGODA / SHARKS TOOTH
SUCCULENT PLANT
LOW GROWING PLANTED AT BASE OF ALOEO PLANT

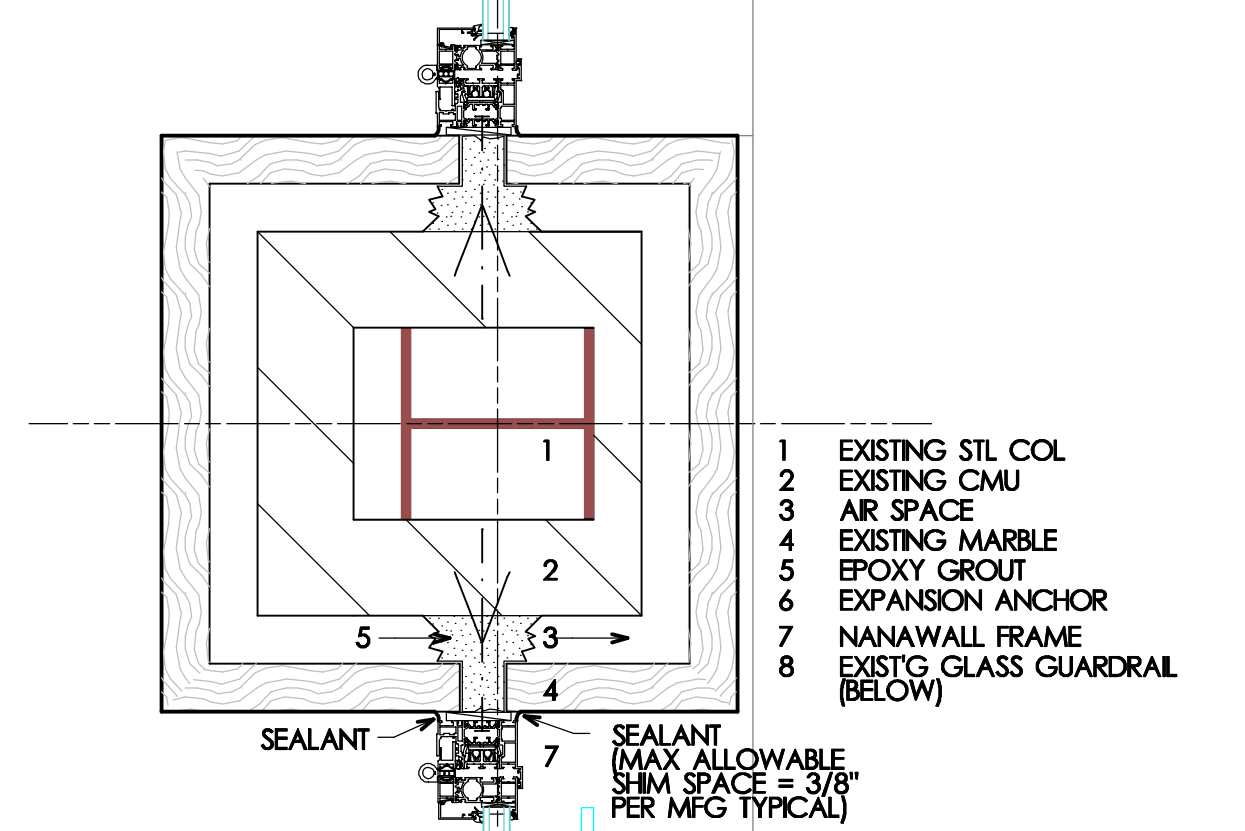
12
A 105
Plant Details



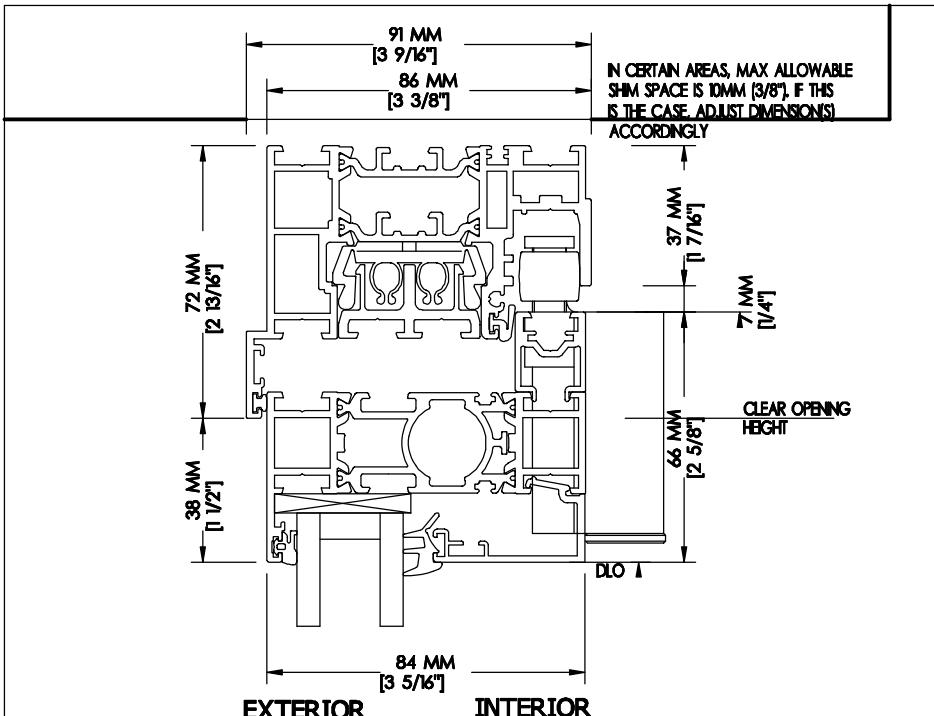
7
A 105
Section Detail
Steel Transom Header
3" = 1'-0"



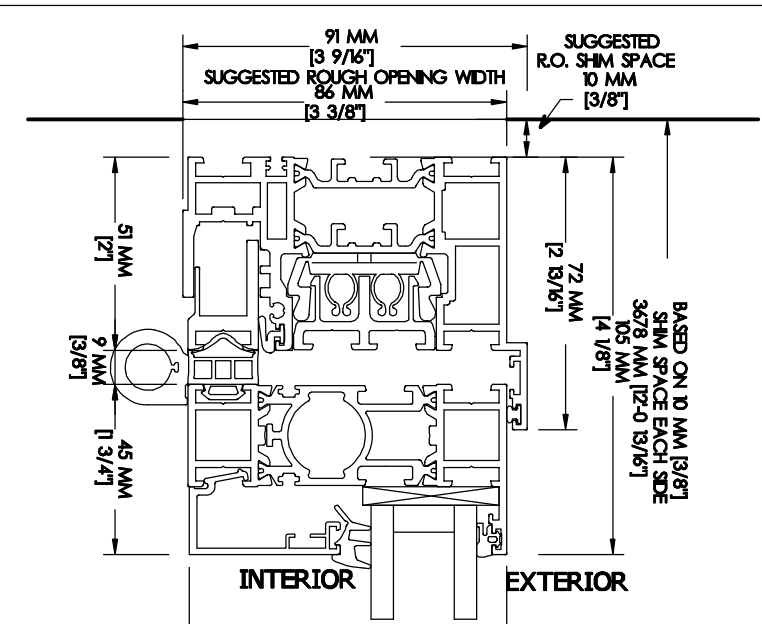
5
A 105
Plan Detail
Header Detail
1 1/2" = 1'-0"



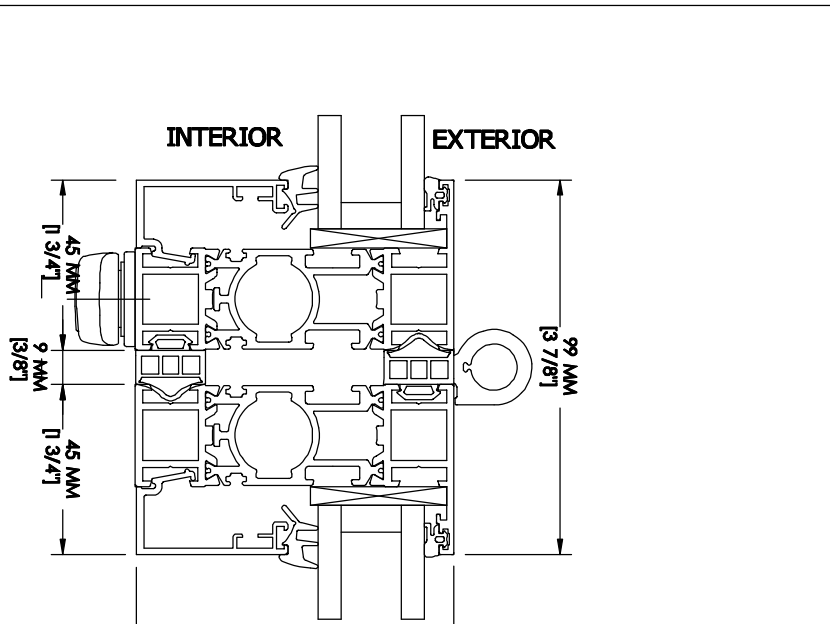
4
A 105
Plan Detail
Jamb
1 1/2" = 1'-0"



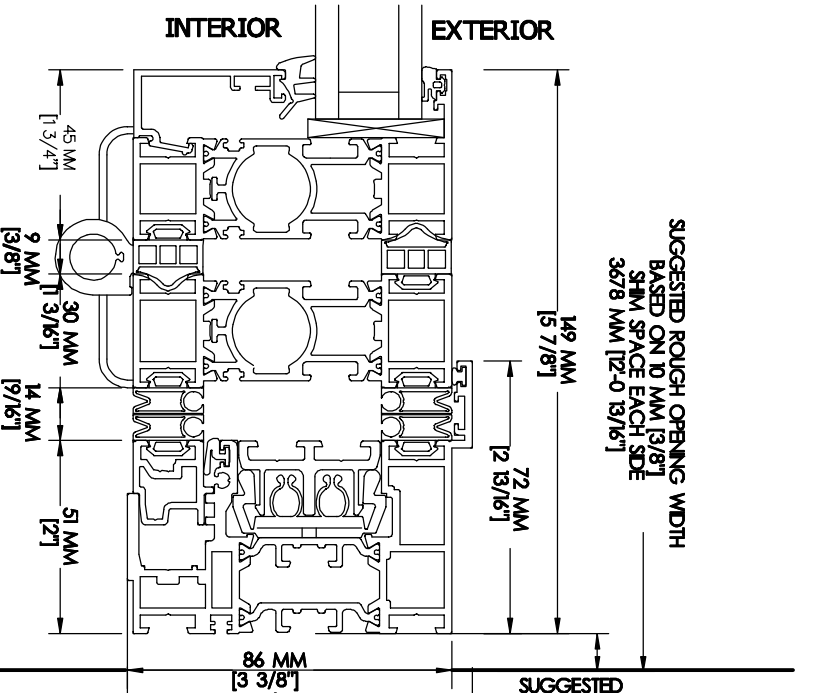
6
A 105
Section Detail
Header



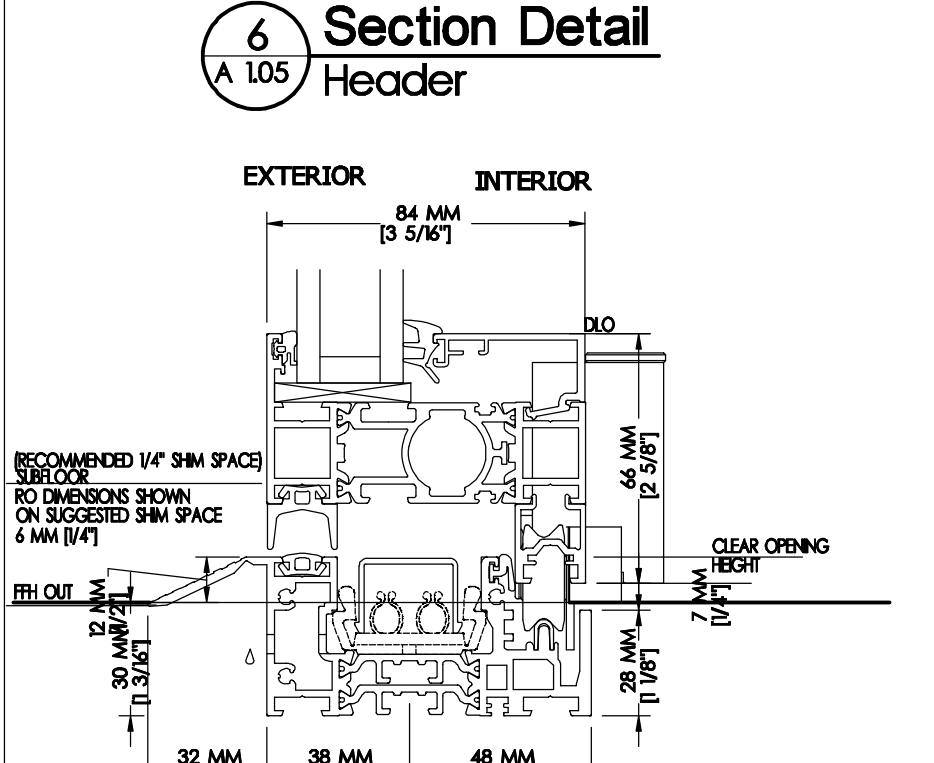
8
A 105
Plan Detail
Jamb



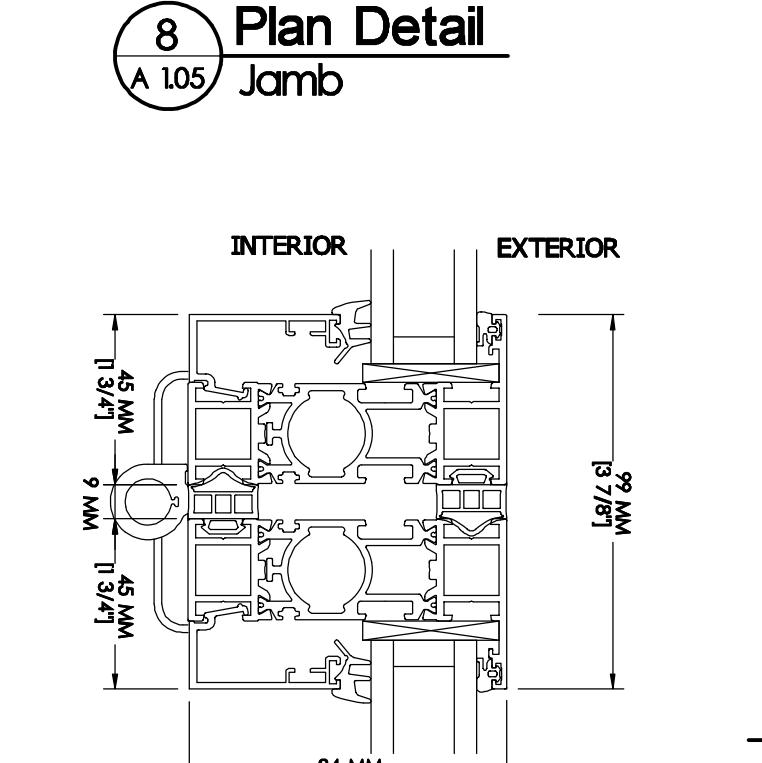
10
A 105
Plan Detail
Jamb



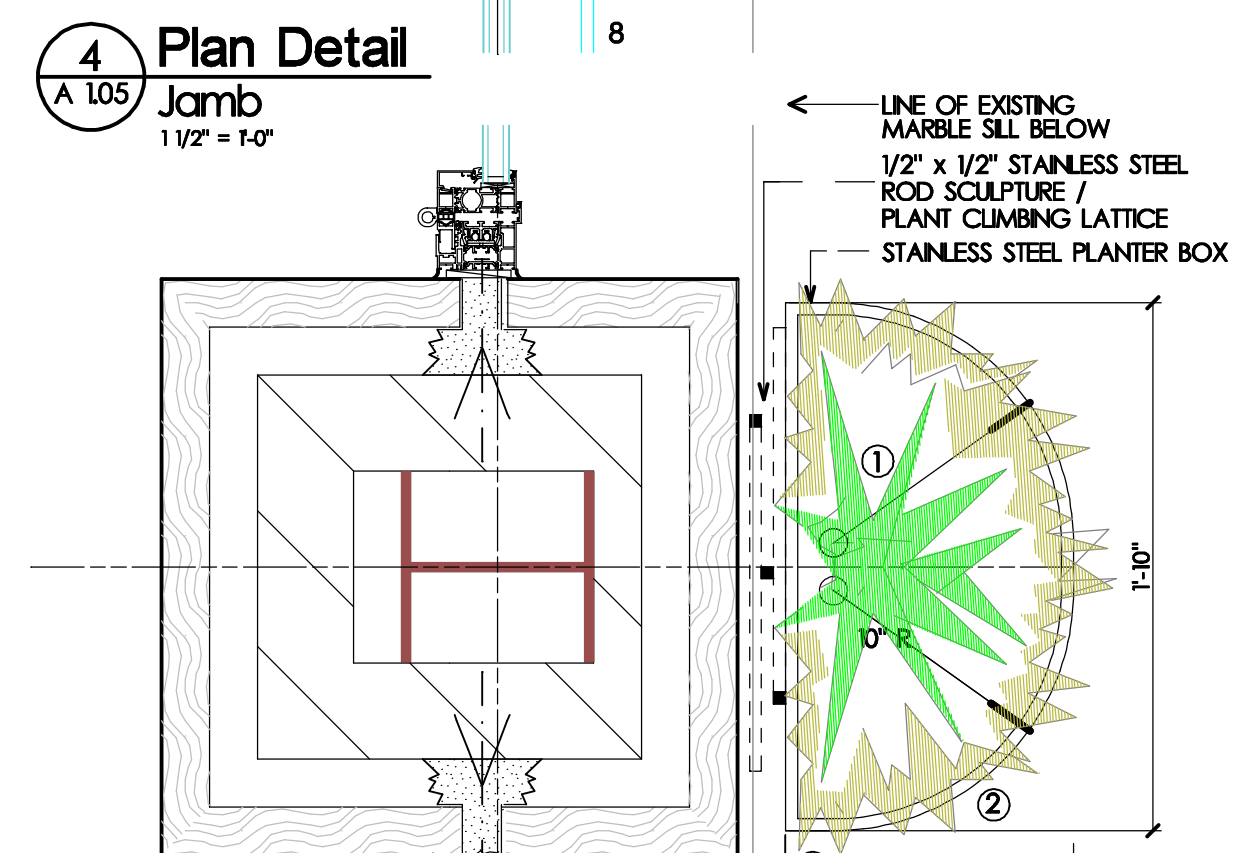
11
A 105
Plan Detail
Jamb
1/2" Actual Size



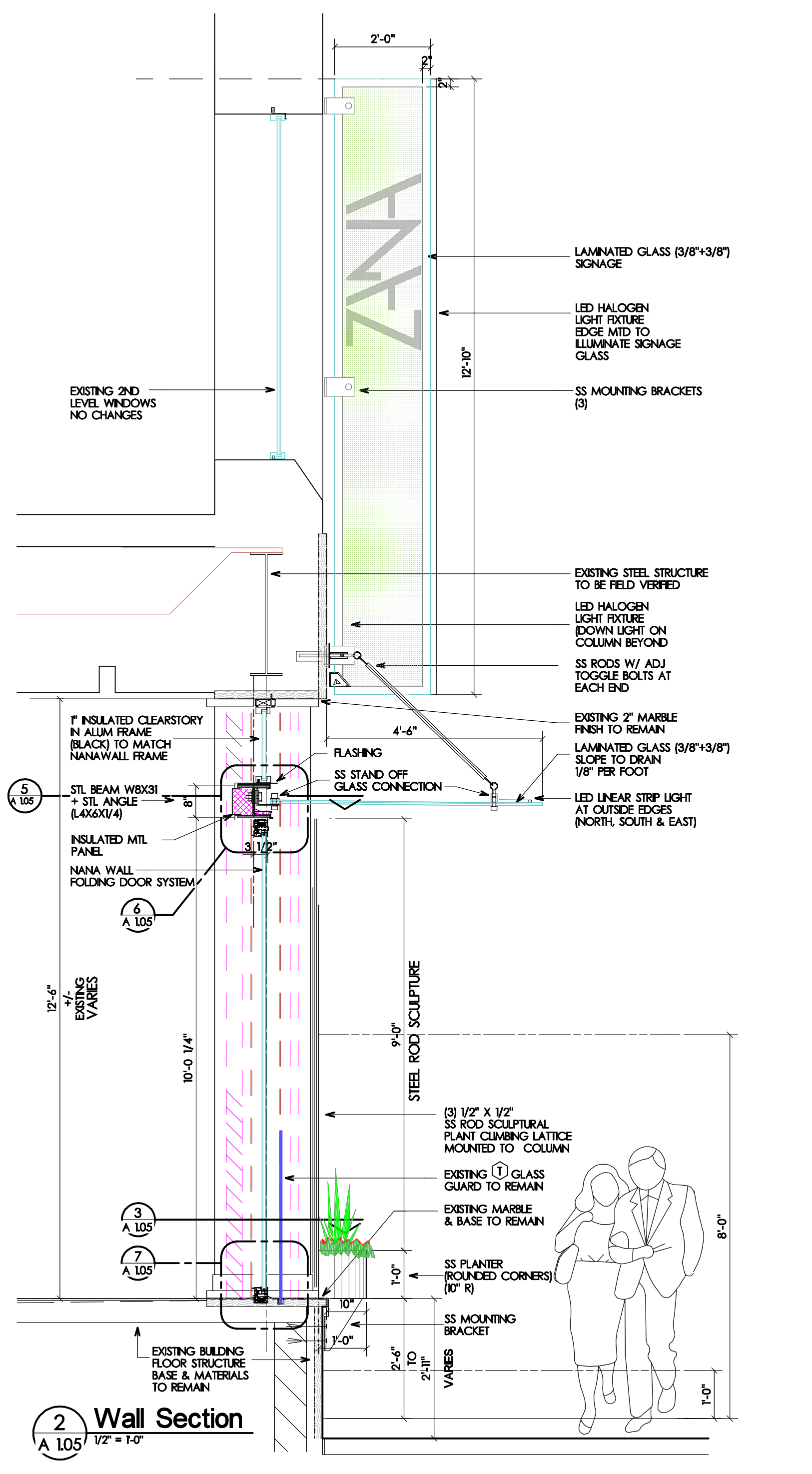
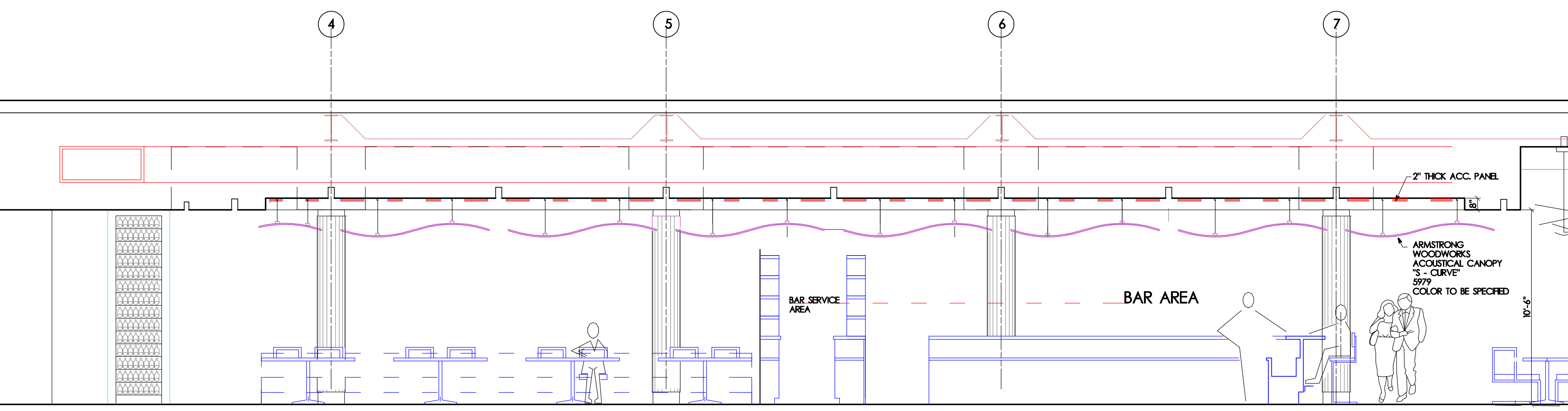
7
A 105
Section Detail
Sill



9
A 105
Plan Detail
Jamb



3
A 105
Plan Detail
@ Planter
1 1/2" = 1'-0"



seal:

Luckenbach|Ziegelman|Gardner
Architects

555 S. Old Woodward Ave., Suite 27L
Birmingham, Michigan 48009

email:
gardner-archi@sbcglobal.net

tele:
248.642.3990

issue	date
SLUP REVIEW	SEPT 23, 2021
HDC REVIEW	OCT 07, 2021
PERMIT REVIEW	SEPT 15, 2021

sheet title:
BUILDING SECTIONS
South-North

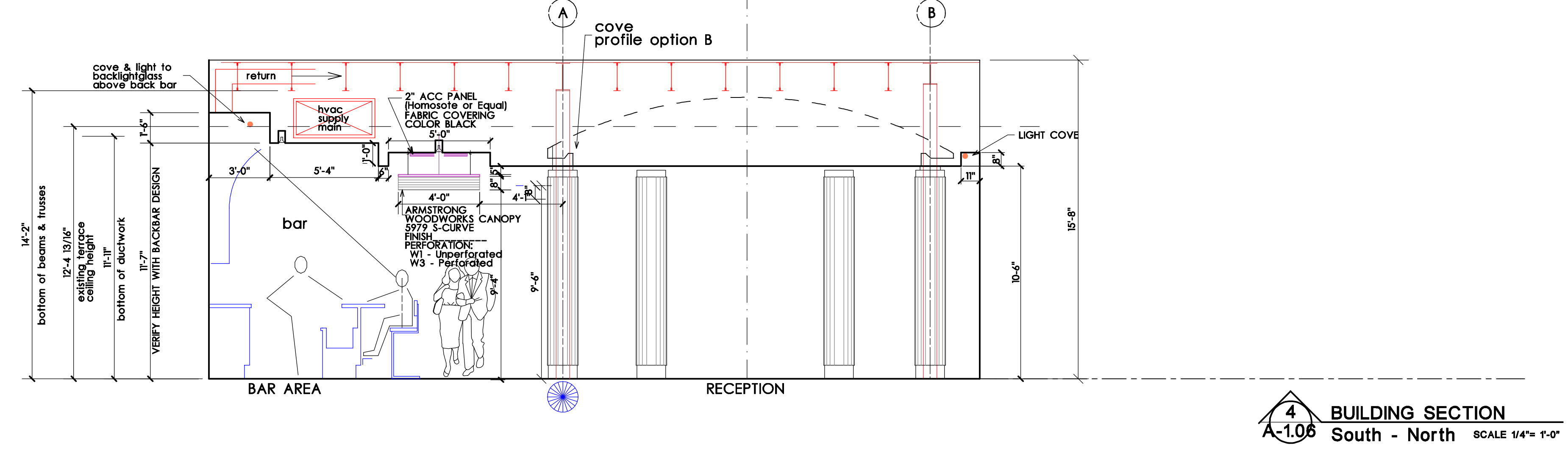
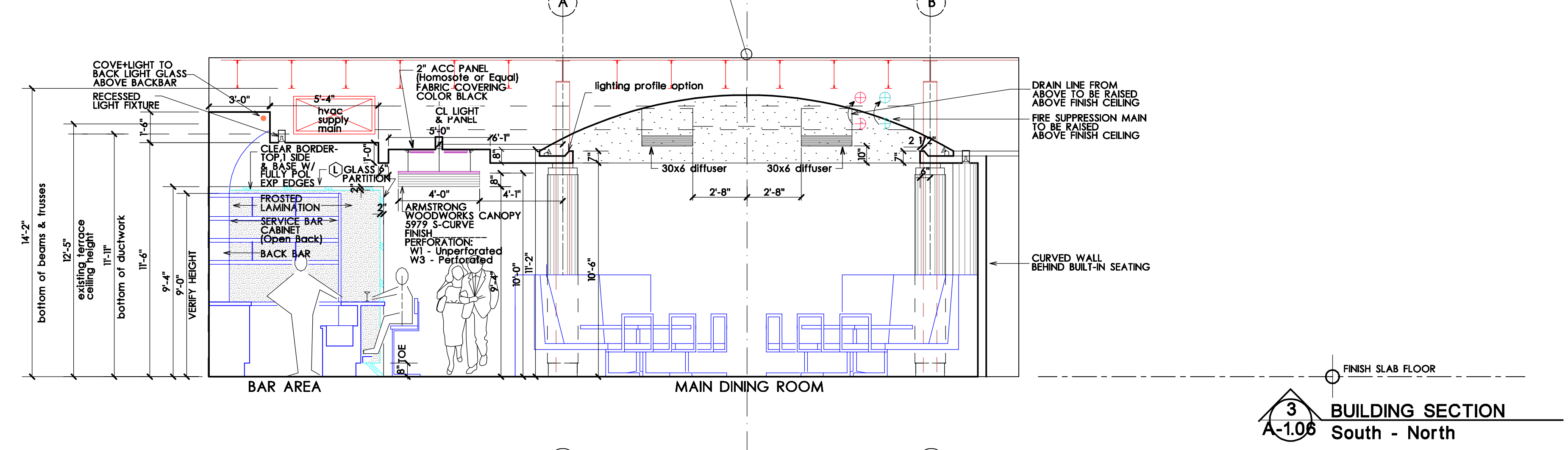
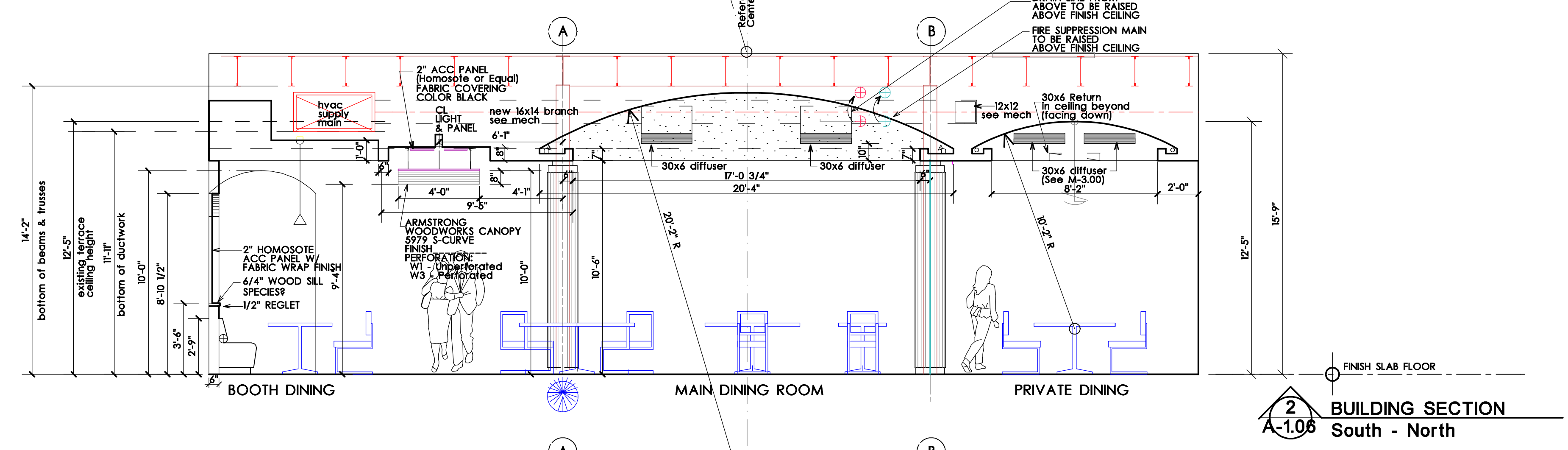
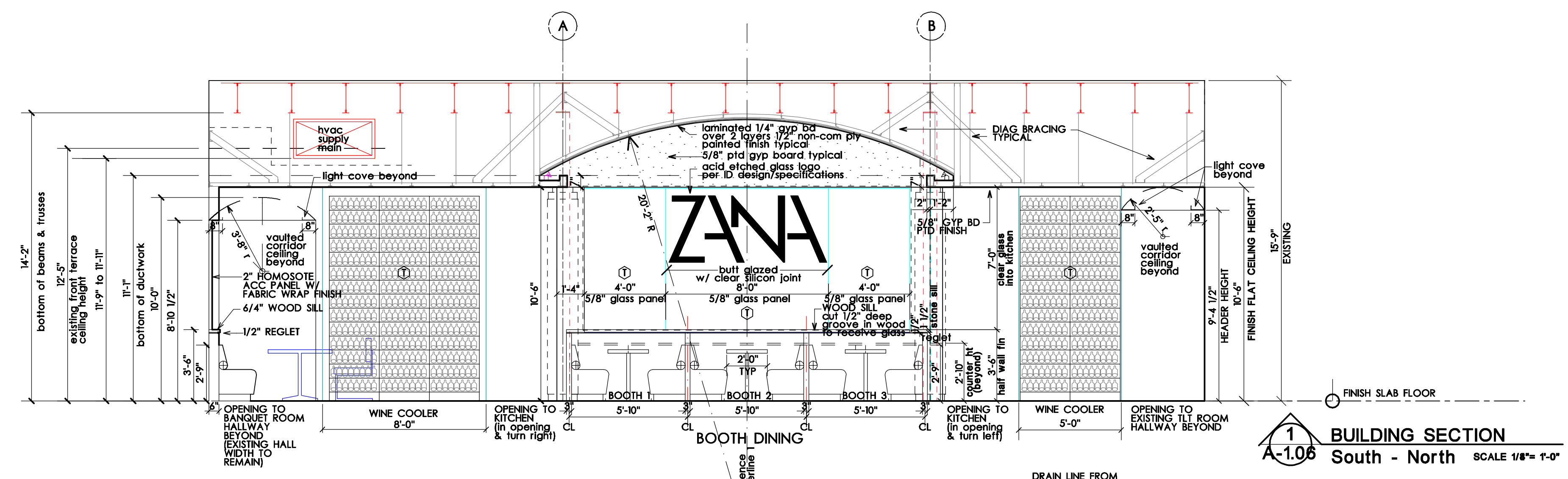
project:

project address:
210 South Old Woodward
Birmingham, Michigan

designed JHG
drawn JG
coordination checked
checked approved

project number:
003-2021

sheet number:
A-1.06



SLUP / HDC REVIEW

HVAC DEMOLITION GENERAL NOTES:

1. ANY INTERRUPTION OF EXISTING SERVICES AND/OR EQUIPMENT SHALL BE PERFORMED AT A TIME APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE.
2. THESE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL EXTENT OF THE WORK. MAJOR DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL EXISTING CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
3. THE EXACT EXTENT OF DEMOLITION SHALL BE AS REQUIRED BY THE NEW WORK.
4. ALL MECHANICAL ITEMS TO BE REMOVED SHALL BE REMOVED COMPLETE, INCLUDING ALL RELATED ITEMS SUCH AS HANGERS, SUPPORTS, CONTROLS, ETC.

HVAC DEMOLITION KEY NOTES:

1. DISCONNECT EXISTING GAS PIPING FOR MAU-1 PREPARE THE AREA FOR NEW CONNECTION.
2. DISCONNECT, REMOVE AND DISPOSE OF EXISTING MAKE UP AIR UNIT. REMOVE EXISTING POWER SOURCE OUT OF THE WAY OF DEMO TO RECONNECTED TO NEW UNITS. (CHECK ELECTRICAL REQUIREMENTS ON ELECTRICAL SHEETS)
3. DISCONNECT, REMOVE AND DISPOSE OF EXISTING EXHAUST FANS (EF-1, EF-2 & EF-3). REMOVE EXISTING POWER SOURCE OUT OF THE WAY OF DEMO TO RECONNECTED TO NEW UNITS. (CHECK ELECTRICAL REQUIREMENTS ON ELECTRICAL SHEETS)

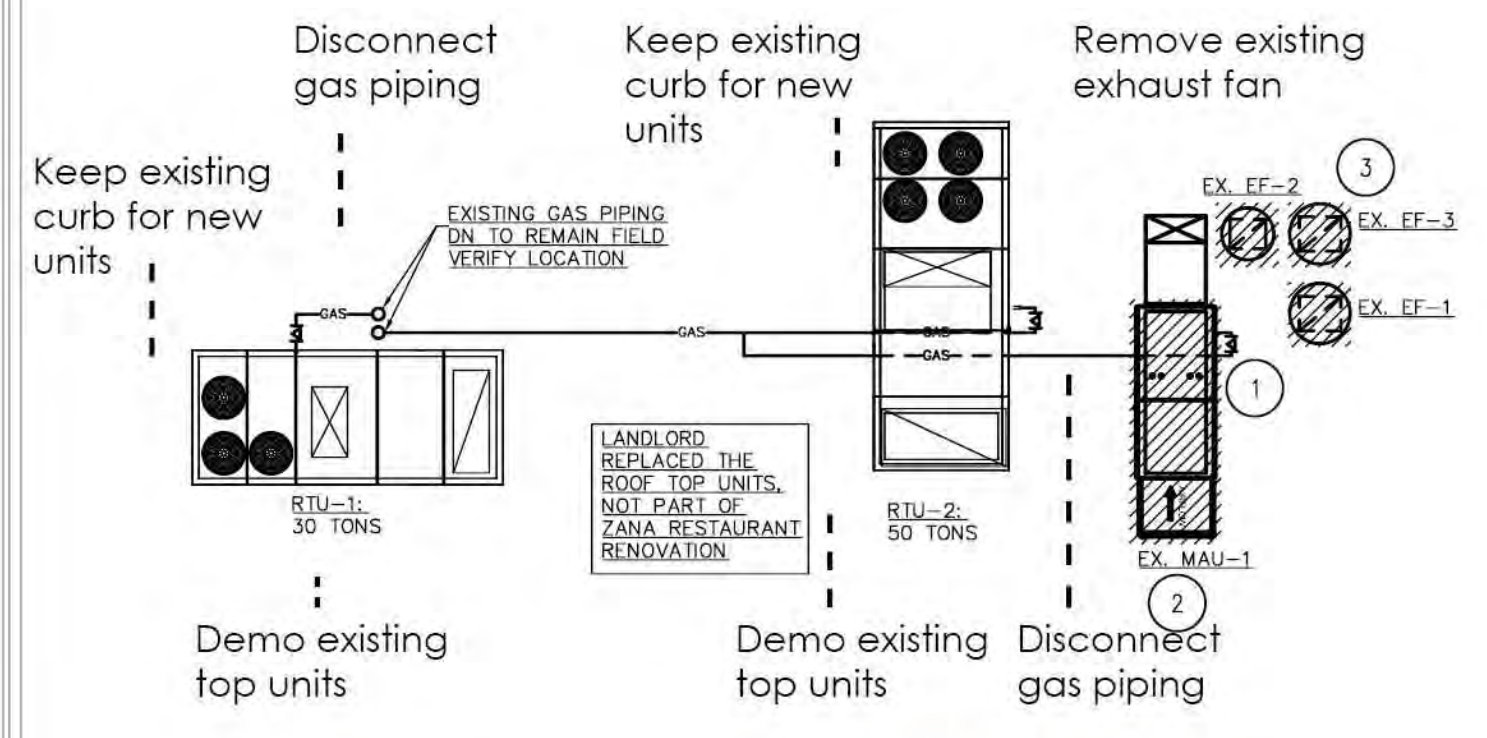


PHOTO 1

□ New □ Existing □ Gas Piping
 □ New Make Up Air Unit

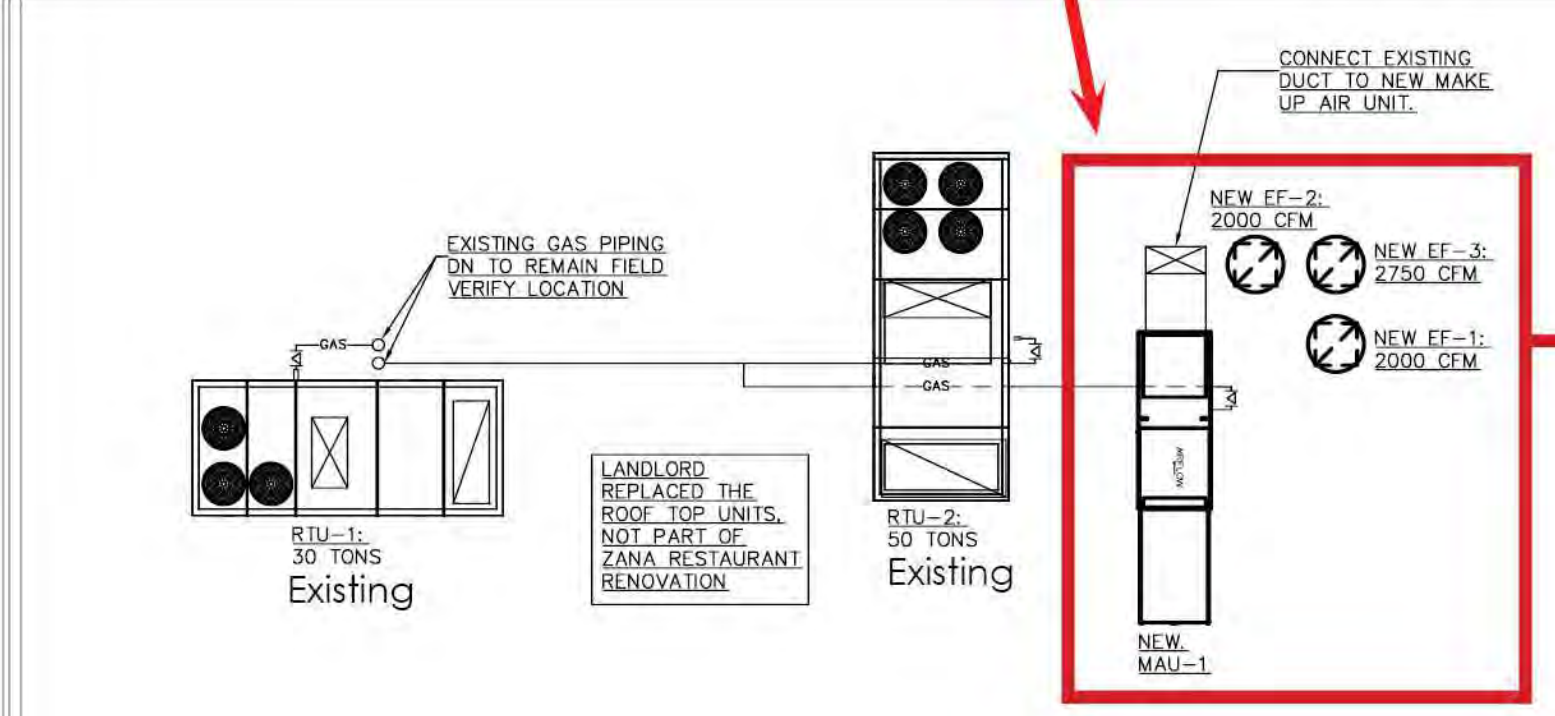


100% SLUP REVIEW
 100% SLUP REVIEW
 100% SLUP REVIEW
 100% SLUP REVIEW

PARTIAL MECHANICAL ROOF PLAN-DEMOLITION
 SCALE: 3/32"=1'-0"

HVAC NEW WORK GENERAL NOTES:

1. COORDINATE THE INSTALLATION OF THE MECHANICAL SYSTEMS WITH OTHER TRADES TO ENSURE A NEAT AND ORDERLY INSTALLATION. INSTALL DUCTWORK AND PIPING AS TIGHT TO STRUCTURE AS POSSIBLE. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS. COORDINATE INSTALLATION OF DUCTWORK AND PIPING TO AVOID CONFLICTS WITH ELECTRICAL PANELS, LIGHTING FIXTURES, ETC. ANY MODIFICATIONS REQUIRED DUE TO LACK OF COORDINATION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.
2. ALL NEW MECHANICAL EQUIPMENT SHOWN ON THE MECHANICAL PLANS SHALL BE PROVIDED BY OWNER AND RECEIVED BY THE MECHANICAL CONTRACTOR UNLESS OTHERWISE NOTED.
3. OVERHEAD HANGERS AND SUPPORTERS FOR EQUIPMENT, DUCTWORK, AND PIPING SHALL BE FASTENED TO BUILDING JOISTS OR BEAMS. DO NOT ATTACH HANGERS AND SUPPORTS TO THE ABOVE FLOOR SLAB OR ROOF EXCEPT WHERE CONCRETE INSERTS IN CONCRETE SLABS ARE ALLOWED BY THE SPECIFICATIONS.
4. SEAL PENETRATIONS THROUGH THE BUILDING COMPONENTS IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS. FIREPROOF PENETRATIONS THROUGH FIRE RATED COMPONENTS IN ACCORDANCE WITH U.L. REQUIREMENTS.



New Work Associated with Zana

PARTIAL MECHANICAL ROOF PLAN-NEW WORK
 SCALE: 3/32"=1'-0"

L|Z|G
 Architects

SLUP REVIEW
 HDC REVIEW
 NOT FOR CONSTRUCTION

PROJECT NUMBER MEP # 2107-14		ISSUE DESCRIPTION	
DATE		9-1-2021	REVIEW
DATE		9-7-2021	100% REVIEW
DATE		9-23-21	SLUP REVIEW
DATE		10-9-21	HDC REVIEW
DESIGN: JM.			
DRAWN: JK.			
SHEET		M.300	

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

September 14, 2021

RE: Special Land Use Permit Review Comments
210 S. Old Woodward, Zana

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

Applicable Building Codes:

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

Review Comments:

1. The proposal seems to be very similar to the prior tenant. No building code concerns at this time.



MEMORANDUM

(Engineering)

DATE: September 17, 2021
TO: Nicholas Dupuis, Planning Director
FROM: Scott Zielinski, PE, Assistant City Engineer
SUBJECT: Zana, HDC Review Dawing Comments

As requested the engineering department has conducted a review of the latest drawings for the planned Zana Restaurant.

1. The renovation of the space appears to be mostly interior with minor façade changes, engineering does not observe any items that need comment in regards to the plans at this time. The facility appears to be using existing water and sewer services.
2. Obstruction permits will be required for any of the following activities;
 - a. Dumpster placement
 - b. Any work being performed in the City Right-Of-Way (sidewalk space or roadway)



CITY OF BIRMINGHAM FIRE DEPARTMENT

572 SOUTH ADAMS • BIRMINGHAM, MICHIGAN 48009 • 248.530.1900 FAX 248.530.1950

210 S. Old Woodward

Zana Restaurant

Plan Review

The following comments are from the Birmingham Fire Department and are in reference to:

Preliminary site plan submittal initial comments

1. Install Knox key box on exterior of building on the S. Old Woodward side. Contact Fire Marshal for ordering and installation.
2. Fire alarm and suppression systems to be intact during all phases of this project.
3. Full fire alarm system with revised plans to be installed. Submit plans to AHJ for approval.
4. Full fire suppression plans to be submitted to AHJ for review and approval.
5. Submit commercial hood plans to AHJ for review and approval.
6. Occupant load to be determined by Assistant Building Official and Fire Marshal
7. Private dining area and banquet rooms require separate occupant load if enclosed. Doors shall be egress compliant for these rooms.
8. Utility closet door and walk in cooler door in kitchen are in path of egress when swung open. These doors shall not impede path of egress any time. **Disapproved.**
9. Install hand rails on 4 step stairs, near rear egress.
10. Exterior glass canopies require fire suppression protection in all areas (canopies and door entry).

Jack D. Pasha

Fire Marshal

Birmingham Fire Department



Special Land Use Permit Application Planning Division

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

1. Applicant

Name: JAMES ESSHAKI
Address: 210 SOUTH OLD WOODWARD
BIRMINGHAM, MICHIGAN
Phone Number: 248 645 5900
Fax Number:
Email address: JESSHAKI@ESSCODEVELOPMENT.COM

2. Property Owner

Name: JAMES ESSHAKI
Address: 210 SOUTH OLD WOODWARD
BIRMINGHAM, MICHIGAN
Phone Number: 248 645 5900
Fax Number:
Email address: JESSHAKI@ESSCODEVELOPMENT.COM

3. Applicant's Attorney/Contact Person

Name: JOHN H. GARDNER, AIA Architect
Address: 555 South Old Woodward Ave. #27L
Birmingham, Michigan
Phone Number: 248 642 3990
Fax Number: NA
Email address: GARDNER-ARCH1@SBCGLOBAL.NET

4. Project Designer/Developer

Name: Luckenbach|Ziegelman|Gardner Architects pllc - John H. Gardner, AIA
Address: 555 SOUTH OLD WOODWARD #27L
BIRMINGHAM, MICHIGAN
Phone Number: 248 642 3990
Fax Number: NA
Email address: GARDNER-ARCH1@SBCGLOBAL.NET

5. Required Attachments

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

6. Project Information

Address/Location of the property: 210 SOUTH OLD WOODWARD
Name of development: ZANA Restaurant
Sidwell #: 38-3577595
Current Use: VACANT - Previous Vinotechia Restaurant Space
Proposed Use: NEW RESTAURANT, BANQUET, KITCHEN, TLT RMS = 11,100 SF
Area of Site in Acres: .732 ACRES
Current zoning: B2 D4
Is the property located in the floodplain? NO
Name of Historic District Site is located in: DOWNTOWN
Date of Historic District Commission Approval:
Date of Application for Preliminary Site Plan:
Date of Preliminary Site Plan Approval:

Date of Application for Final Site Plan:
Date of Final Site Plan Approval:
Date of Application for Revised Final Site Plan:
Date of Revised Final Site Plan Approval:
Date of Design Review Board Approval:
Is there a current SLUP in effect for this site?
Date of Application for SLUP:
Date of SLUP Approval:
Date of Last SLUP Amendment:
Will proposed project require the division of platted lots?
NO
Will proposed project require the combination of platted lots?
NO

7. Details of the Proposed Development (attach separate sheet if necessary)

PROPOSED NEW RESTAURANT TO BE LOCATED IN EXISTING VACANT LEASE SPACE. FORMER LOCATION OF VINOTECHIA.
PROJECT SCOPE: RENOVATED 'STOREFRONT', ENCLOSING EXISTING EAST OUTSIDE TERRACE AREA W/ OPERABLE NANA WALL DOORS ALONG OLD WOODWARD FRONTAGE.
CLEAR GLASS STOREFRONT GLAZING ON THE NORTH & SOUTH SIDES OF OLD TERRACE. COMPLETE NEW RENOVATION OF INTERIOR. DINING & BAR TO BE LOCATED IN THE EAST AREA OF THE SPACE.
TWO BANQUET ROOM AREAS ARE AVAILABLE FOR FUNCTIONS AT THE REAR (WESTERN) PORTION OF THE INTERIOR SPACE.
THE REMAINDER OF THE SPACE IS DEVOTED TO KITCHEN AND PUBLIC RESTROOM AREAS.
RESTAURANT USES EXISTING COMMON ENCLOSED DUMPSTER AREA LOCATED WITHIN EXISTING GARAGE SPACE ACCESSIBLE FROM MERRILL STREET THROUGH OVERHEAD GARAGE DOORS.

8. Buildings and Structures

Number of Buildings on Site: 1 (ONE) / Existing Cornice Height = 37'
Height of Buildings & # of Stories: @ ZANA Locallon / 2 Stories- No Changes.

Use of Buildings: 1ST LEVEL RETAIL, 2ND LEVEL SPA & OFFICE
Height of Rooftop Mechanical Equipment: EXIST'G HEIGHT = Varies, 2-10 feet.

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: NO BASEMENT
Number of square feet per upper floor: 27,375 SF Main Level Floor Area
Total floor area: PROPOSED RESTAURANT FLOOR AREA = 11,100 SF NET
Floor area ratio (total floor area ÷ total land area):
Open space:
Percent of open space:

Office Space: NA
Retail Space: NA
Industrial Space: NA
Assembly Space: NA
Seating Capacity: RESTAURANT = 144 / BANQUET AREA = 120
Maximum Occupancy Load: CALCULATE

Proposed Residential Structures:

Total number of units: NA
Number of one bedroom units: NA
Number of two bedroom units: NA
Number of three bedroom units: NA
Open space: NA
Percent of open space: NA

Rental units or condominiums? NA
Size of one bedroom units: NA
Size of two bedroom units: NA
Size of three bedroom units: NA
Seating Capacity: NA
Maximum Occupancy Load: NA

Proposed Additions:

Total basement floor area, if any, of addition: NA
Number of floors to be added: 0
Square footage added per floor: 0
Total building floor area (including addition): 59,140 SF
Floor area ratio (total floor area ÷ total land area):
Open Space:
Percent of open space:

Use of addition: NA
Height of addition: NA
Office space in addition: NA
Retail space in addition: NA
Industrial space in addition: NA
Assembly space in addition: NA
Maximum building occupancy load (including addition): NA

10. Required and Proposed Setbacks

Required front setback: 0'
Required rear setback: 0'
Required total side setback: 0'
Side setback: 0'

Proposed front setback: 0' - No Changes Proposed
Proposed rear setback: 0' - No Changes Proposed
Proposed total side setback: 0' - No Changes Proposed
Second side setback: NA

11. Required and Proposed Parking

Required number of parking spaces: 0 (PARKING ASSESSMENT DISTRICT)
Typical angle of parking spaces: NA
Typical width of maneuvering lanes: NA
Location of parking on site: NA
Location of parking off site: NA
Number of light standards in parking area: NA
Screenwall material: NA

Proposed number of parking spaces: NA
Typical size of parking spaces: NA
Number of spaces <180 sq. ft.: NA
Number of handicap spaces: NA
Shared parking agreement? NA
Height of light standards in parking area: NA
Height of screenwall: NA

12. Landscaping

Location of landscape areas: SMALL STAINLESS STEEL PLANTERS ATTACHED TO BUILDING 20 INCHES X 8 INCHES WITH ROUNDED CORNERS.

Proposed landscape material: ANNUAL PLANTINGS. SEE ATTACHED PLANTING DETAIL SHEET

13. Streetscape

Sidewalk width: 16'-10" FROM CURB TO BUILDING FACADE
Number of benches: 1 EXISTING CITY BENCH
Number of planters: 1 EXISTING CITY PLANTER
Number of existing street trees: 1 CITY TREE
Number of proposed street trees: ENGLISH OAK (Quercus robur)
Streetscape plan submitted? Yes

Description of benches or planters: EXISTING CITY TO REMAIN
Species of existing trees: ENGLISH OAK
Species of proposed trees: NO NEW TREES PROPOSED

14. Loading

Required number of loading spaces: 3 LOADING SPACES ON SITE
Typical angle of loading spaces: LOADING ON MERRILL STREET
Screenwall material: ENCLOSED IN EXISTING MASONRY GARAGE
Location of loading spaces on site: INSIDE BUILDING/MERRILL STREET SIDE

Proposed number of loading spaces: NO CHANGES
Typical size of loading spaces: EXISTING- NO CHANGES
Height of screenwall: COMPLETELY ENCLOSED W/IN BUILDING
Typical time loading spaces are used: MORNINGS

15. Exterior Waste Receptacles

Required number of waste receptacles: NA
Location of waste receptacles: _____
Screenwall material: _____

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

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: NA
Size of transformers (L•W•H): NA
Number of utility easements: NA
Screenwall material: NA

Location of all utilities & easements: West Side of Building In Alley.
See attached survey for location
Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: NA
Size of ground mounted units (L•W•H): NA
Screenwall material: NA

Location of all ground mounted units: NA
Height of screenwall: NA

Rooftop Mechanical Equipment:

Number of rooftop units: NA - EXISTING TO REMAIN
Type of rooftop units: 3 New Exhaust Fans Proposed to Replace Existing
Approx 2' in diameter & 2' tall. See Attached Specification Sheet
Screenwall material: Currently no screen walls exist
Location of screenwall: _____

Location of all rooftop units: SEE ATTACHED ROOF PLAN
Size of rooftop units (L•W•H): 2'X2'X2'
Percentage of rooftop covered by mechanical units: 5% (1800 sf)
Height of screenwall: No screenwalls exist
Distance from rooftop units to all screenwalls: NA

17. Accessory Buildings

Number of accessory buildings: NA
Location of accessory buildings: NA

Size of accessory buildings: NA
Height of accessory buildings: NA

18. Building Lighting

Number of light standards on building: SEE ATTACHED LIGHTING A1.04

Type of light standards on building: Surface Mounted & Recessed
Existing on Building. No Changes proposed to existing.

Size of light fixtures (L•W•H): SEE SHEET A1.04
Maximum wattage per fixture: 7 WATTS
Light level at each property line: NTE 1.5 FT CANDLES

Height from grade: 9' & 12'
Proposed wattage per fixture: 1.5 & 7 WATTS

19. Site Lighting

Number of light fixtures: 1 Streetlight in front of ZANA - NO CHANGES
Size of light fixtures (L•W•H): Existing City of Birmingham
Maximum wattage per fixture: Existing City of Birmingham
Light level at each property line:

Type of light fixtures: Existing City of Birmingham
Height from grade: Approx 10' above grade
Proposed wattage per fixture:
Holiday tree lighting receptacles:

20. Adjacent Properties

Number of properties within 200 ft.: See attached Map / Diagram Sheet A-1.01

Property #1

Number of buildings on site: MERRILLWOOD BUILDING (1)
Zoning district: B4/D5
Use type: MIXED USE
Square footage of principal building: -
Square footage of accessory buildings: NA
Number of parking spaces: NA

Property Description: Office / Retail / Restaurant w/ Apartments/Condominiums on upper levels

North, south, east or west of property? NORTH

Property #2

Number of buildings on site: 255 SOUTH OLD WOODWARD (1)
Zoning district: B4/D4
Use type: OFFICE
Square footage of principal building:
Square footage of accessory buildings:
Number of parking spaces:

Property Description: RETAIL & OFFICE AT GRADE, OFFICES AT UPPER LEVELS

North, south, east or west of property? EAST

Property #3

Number of buildings on site: 220 MERRILL STREET (1)
Zoning district: B4/D4
Use type: RESTAURANT
Square footage of principal building:
Square footage of accessory buildings:
Number of parking spaces:

Property Description: RESTAURANT

North, south, east or west of property? WEST

Property #4

Number of buildings on site: BROWN STREET CENTER (1)
Zoning district: B4/D4
Use type: OFFICE
Square footage of principal building:
Square footage of accessory buildings:
Number of parking spaces:

Property Description: OFFICES AT GRADE AND UPPER LEVELS

North, south, east or west of property? SOUTHEAST

Property #5

Number of buildings on site: DAXON HOTEL (1)
Zoning district: B4 /D4
Use type: HOTEL / RETAIL
Square footage of principal building:
Square footage of accessory buildings:
Number of parking spaces:

Property Description: HOTEL LOBBY, RECEPTION, RESTAURANT AND RETAIL SPACES AT GRADE LEVEL. HOTEL ROOMS ON UPPER LEVELS.

North, south, east or west of property? SOUTH

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

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

Signature of Owner: James Esshaki Date: 9-1-2021

Print Name: James Esshaki

Signature of Applicant: James Esshaki Date: 9-1-2021

Print Name: James Esshaki

Signature of Architect: John H. Gardner Date: 9/1/2021

Print Name: John H. Gardner

<i>Office Use Only</i>		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Accepted by: _____



Notice Signs - Rental Application Community Development

1. Applicant

Name: JAMES ESSHAKI
Address: 210 SOUTH OLD WOODWARD

Phone Number: 645 5900
Fax Number: _____
Email address: JESSHAKI@ESSCODEVELOPMENT.COM

Property Owner

Name: JAMES ESSHAKI
Address: 210 SOUTH OLD WOODWARD

Phone Number: 645 5900
Fax Number: _____
Email address: JESSHAKI@ESSCODEVELOPMENT.COM

2. Project Information

Address/Location of Property: 210 SOUTH OLD WOODWARD
Name of Development: ZANA RESTAURANT
Area in Acres: EXISTING BUILDING SITE = .73 A

Name of Historic District site is in, if any: DOWNTOWN
Current Use: VACANT
Current Zoning: B4/D4

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

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

Signature of Applicant: *James Eshaki* Date: 9-1-2021

Office Use Only

Application #:	Date Received:	Fee:
Date of Approval:	Date of Denial:	Reviewed by:



MEMORANDUM

Planning Division

DATE: October 4th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 34977 Woodward – Hazel’s – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment for a name change at an existing food and drink establishment serving alcoholic beverages for on premise consumption in Downtown Birmingham. The establishment is proposing a change from “Hazel, Ravines & Downtown” to “Hazel’s”.

BACKGROUND:

No changes are proposed to the layout, design, ownership or operation of the restaurant. Minor sign changes are proposed, which may be approved through the Planning Division per Article 7, Section 7.32 (A).

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

Notices will be sent out to advertise the public hearing at the City Commission on October 25, 2021.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of October 25th, 2021 to consider the Special Land Use Permit Amendment for 34977 Woodward – Hazel’s.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Site/Design Plans
- Application & Supporting Documents

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of October 25, 2021 to consider the Special Land Use Permit Amendment at 34977 Woodward – Hazel's – to allow a name change from "Hazel, Ravines & Downtown" to "Hazel's".

Hazel's
34977 Woodward
Special Land Use Permit Amendment 2021

WHEREAS, A Special Land Use Permit Amendment application was filed in September 2021 for approval of a name change from "HAZEL, RAVINES & DOWNTOWN" to "HAZEL'S" at 34977 Woodward;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the southwest corner of Woodward Ave. and Maple Rd.;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic beverages for on premise consumption with a Special Land Use Permit;

WHEREAS, The Planning Board on May 23, 2018 reviewed an application for a Special Land Use Permit, Final Site Plan and Design Review for HAZEL, RAVINES & DOWNTOWN and recommended approval to the City Commission to allow a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations with the following conditions:

1. The applicant must remove the evergreen shrub letter sign, as it is in the public right-of-way;
2. The applicant must bring the signage into compliance in regards to size, and reduce the number of signs to one or obtain a variance from the Board of Zoning Appeals;
3. The applicant must correct the indoor/outdoor dining area plan to show 20 seats, or adjust the seating calculation to include a 22 seat patio;
4. The applicant must provide the location of all new lighting fixtures prior to City Commission approval; and
5. The applicant addresses the requests of all City Departments.

WHEREAS, The City Commission on June 25, 2018 reviewed the application for Special Land Use Permit, Final Site Plan and Design Review for HAZEL, RAVINES & DOWNTOWN and granted the Special Land Use Permit to allow the new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations;

WHEREAS, The Special Land Use Permit Amendment application was filed in September 2021 to change the name from "HAZEL, RAVINES & DOWNTOWN" to "HAZEL'S" with no changes to the layout, design, ownership or operation of the restaurant;

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Planning Division has reviewed the application and approved the revised sign plan per Article 7, Section 7.32 (A) of the Zoning Ordinance;

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

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that HAZEL'S' application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 34977 Woodward is hereby approved;

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

1. HAZEL'S shall abide by all provisions of the Birmingham City Code; and
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, HAZEL'S 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 HAZEL'S to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that HAZEL'S is recommended for a name change from "Hazel, Ravines, & Downtown" to "Hazel's", above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 25, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: October 4th, 2021
TO: Thomas Markus, City Manager
FROM: Nicholas Dupuis, Planning Director
SUBJECT: 34977 Woodward – Hazel’s – Signage Review

The applicant is proposing a name change from “Hazel, Ravines & Downtown” to “Hazel’s” at an existing food and drink establishment in Downtown Birmingham. With the name change, the applicant has submitted a revised signage plan for the exterior of the building, which involves a recovering of the existing signs (7), which are located on canopies at the northeast corner of the building, as well as the main entrance canopy on Peabody. The principle building frontage measures roughly 119 linear feet, which permits 178.5 square feet of signage. The former signage for “Hazel, Ravines & Downtown” measured 31.1 square feet. A detailed signage review for the building is provided below:

Sign Content	Sign Type	Location	Area (Sq. Ft.)
Coastal Seafood Casual (4)	Canopy	Northeast Corner	4.16 (1.04 each)
Hazel's	Canopy	Northeast Corner	0.58
Hazel's Seafood	Canopy	Peabody Entrance	3.86
Anchor Graphics (7)	Canopy	Interior of Canopies	14.9
Greenleaf Trust (3, Existing)	Name Letter	Woodward/Peabody	67.8 (22.6 each)
Ogletree Deakins (2, Existing)	Name Letter	Woodward/Peabody	28.6 (14.3 each)
Finnea Group (2, Existing)	Name Letter	Woodward/Peabody	28.6 (14.3 each)
TOTAL PROPOSED	-	-	148.5
TOTAL PERMITTED	-	-	178.5



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
KATHERINE A. TOMASIK

September 9, 2021

Via Electronic Mail

Jana Ecker, Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48009

**Re: Hazel & Ravines, LLC
34977 Woodward Avenue #400
Request for Amendment to Special Land Use Permit**

Dear Ms. Ecker:

Hazel & Ravines, LLC requests an amendment to its Special Land Use Permit which was approved by the City in 2018. This request is made to change the assumed name of the business to "Hazel's" and to change the name on the canopy signs.

Attached are the Special Land Use Permit Application form, renderings, and dimensions of the proposed signs, and the Certificate of the Assumed Name.

The fee of \$200 will be hand delivered to the Planning Department.

If you have any questions or need any further information, please do not hesitate to contact my office.

As always, we appreciate you, Nick, and Brooks!

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

KAA/kjp
Enclosures



**Special Land Use Permit Application – Economic Development License
Planning Division**

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

1. Applicant

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

2. Property Owner

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

3. Applicant's Attorney/Contact Person

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

4. Project Designer/Developer

Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email address: _____

5. Required Attachments

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

6. Project Information

Address/Location of the property: _____

Name of development: _____
Sidwell #: _____
Current Use: _____
Proposed Use: _____
Area of Site in Acres: _____
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is Located in: _____
Date of Historic District Commission Approval: _____

Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____
Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____

7. Details of the Proposed Development (attach separate sheet if necessary)

8. Buildings and Structures

Number of Buildings on Site: _____
Height of Buildings & # of Stories: _____

Use of Buildings: _____
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Structures:

Restaurant Space: _____
Office Space: _____
Retail Space: _____

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

10. Proposed Restaurant Operation

Number of Indoor Seats: _____
Number of Outdoor Seats: _____
Entertainment Proposed: _____
Previous LCC Complaints? _____
Number of Tables along Street Façade: _____
Type of Cuisine: _____

Bar Area? _____
Number of Seats at Bar: _____
Full Service Kitchen? _____
Percentage of Glazing Proposed: _____
Years of Experience in Birmingham: _____
Years of Experience Outside Birmingham: _____

11. Proposed Setbacks

Required Front Setback: _____
Required Rear Setback: _____
Required Total Side Setback: _____

Proposed Front Setback: _____
Proposed Rear Setback: _____
Proposed Total Side Setback: _____

12. Outdoor Dining Facility

Location (sidewalk right-of-way or on-street parking space): _____
Hours of Operation: _____
Width of unobstructed sidewalk between door and café? (5 ft. required): _____
Platform Proposed: _____
Trash Receptacles: _____

Number of Tables/Chairs: _____
Material of Tables/Chairs: _____
Tables Umbrellas Height & Material: _____
Number and Location of Parking Spaces Utilized: _____
Screenwall Material: _____
Enclosure Material: _____

13. Required and Proposed Parking

Required number of parking spaces: _____
Location of parking on site: _____
Screenwall material: _____

Shared Parking Agreement? _____
Location of parking off site: _____
Height of screenwall: _____

14. Landscaping

Location of landscape areas: _____

Proposed landscape material: _____

15. Streetscape

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape plan submitted? _____

Description of benches or planters: _____

Species of existing trees: _____

Species of proposed trees: _____

16. Loading

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

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

17. Exterior Waste Receptacles

Required number of waste receptacles: _____
Location of waste receptacles: _____
Screenwall material: _____

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

18. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

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

19. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

20. Building Lighting

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

Type of light standards on building: _____

Height from grade: _____
Proposed wattage per fixture: _____

21. Site Lighting

Number of light fixtures: _____
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

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

22. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #6

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____


North, south, east or west of property? _____


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

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

Signature of Owner: Patricia M. Owens Date: 9.8.2021

Print Name: Patricia M. Owens

Signature of Applicant: 

Date: 9/7/2021 

Print Name: _____

Signature of Architect: _____ Date: _____

Print Name: _____

<i>Office Use Only</i>		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Accepted by: _____

HAZEL'S

SEAFOOD

SEAFOOD CASUAL

COASTAL SEAFOOD CASUAL

FROM THE
COAST

FROM
FRESH
FROM


MAINE
LOBSTER
COAST



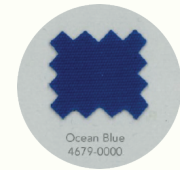
HAZEL'S

COASTAL **SEAFOOD** CASUAL

COASTAL **SEAFOOD** CASUAL

COASTAL **SEAFOOD** CASUAL





GRAPHICS IN
PMS YELLOW 5%



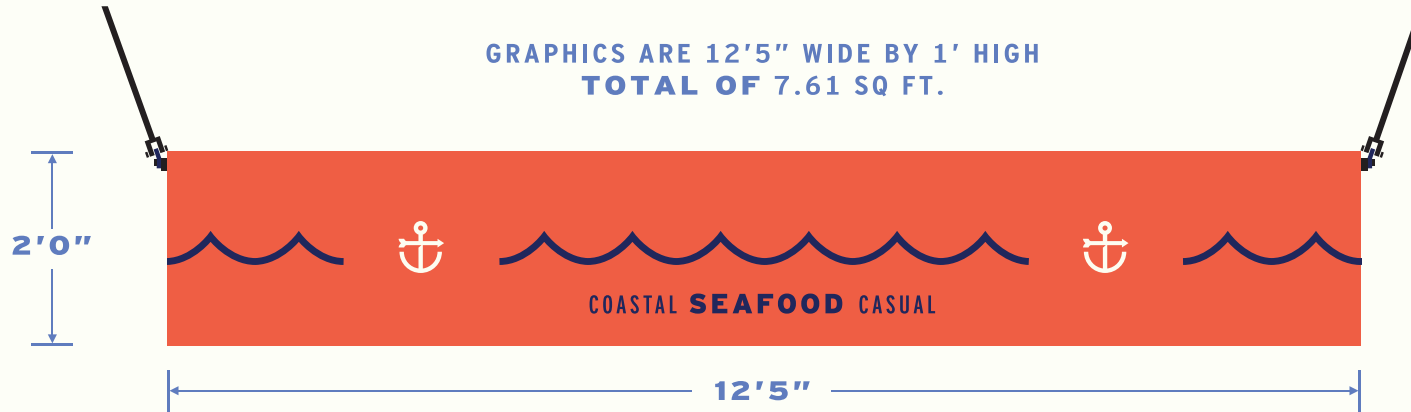
GRAPHICS ARE 4'2" WIDE BY 3" HIGH
TOTAL OF 1.04 SQ FT.

GRAPHICS ARE 2'3" WIDE BY 3" HIGH
TOTAL OF .58 SQ FT.

GRAPHICS ARE 4'2" WIDE BY 3" HIGH
TOTAL OF 1.04 SQ FT.

EXTERIOR

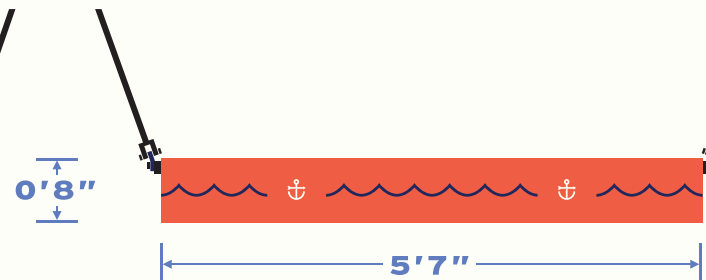
TOTAL OF 6.52 SQ FT.



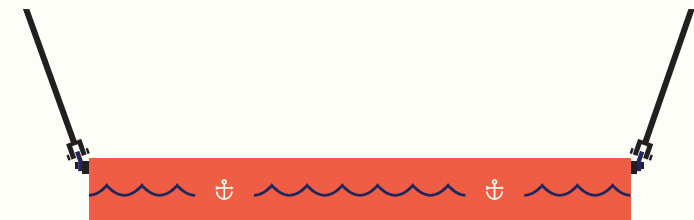
GRAPHICS IN
 PMS YELLOW 5%
 PMS 2758U



GRAPHICS ARE 5'5" WIDE BY 3" HIGH
TOTAL OF 1.21 SQ FT.



GRAPHICS ARE 5'5" WIDE BY 3" HIGH
TOTAL OF 1.21 SQ FT.



GRAPHICS ARE 5'5" WIDE BY 3" HIGH
TOTAL OF 1.21 SQ FT.

INTERIOR

TOTAL OF 11.24 SQ FT.



Form Revision Date 07/2016

CERTIFICATE OF ASSUMED NAME For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is:	<input type="text" value="802177569"/>
2. The name of the limited liability company is:	<input type="text" value="HAZEL & RAVINES, LLC"/>

3. The assumed name under which business is to be transacted is:

HAZEL'S

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 3rd Day of September, 2021 by:

Signature	Title	Title if "Other" was selected
Kelly A. Allen	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

HAZEL & RAVINES, LLC

ID Number: 802177569

to transact business under the assumed name of
HAZEL'S

received by electronic transmission on September 03, 2021 , **is hereby endorsed.**

Filed on September 03, 2021, **by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2026



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of September, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



MEMORANDUM

Department of Public Services

DATE: September 28, 2021

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Fall 2021 Tree Purchase and Planting Project

INTRODUCTION:

Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on Thursday, September 9, 2021 for the cost to provide and plant one hundred one (101) trees. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-way and parks during the fall of 2021.

BACKGROUND:

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

Six (6) bidders responded to the request for proposals. The result of the sealed bids follows in the table below.

Bidder	Base Bid	Deviations?
KLM Landscape	\$49,450.00	No
Rolling Green Lawn Care, LLC	\$108,849.80	No
Agroscaping, Inc.	\$55,795.00	No
Premier Group Associates, LC	\$111,296.50	No
Davey Tree Expert Company	\$45,543.00	No
Crimboli Nursery, Inc.	\$50,975.00	No

Davey Tree Expert Company is able to supply all trees and perform all work as requested.

LEGAL REVIEW:

The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:

This project was included in the 2021-2022 Approved Budget. Funds are available from the Local Streets Fund-Forestry Service Contract account, the Major Streets Fund-Forestry Service Contract account, the Local Streets Fund-Operating Supplies account, and the Major Streets

Fund-Operating Supplies account for these services. In addition, the Department of Public Services (DPS) has received two grants to help supplement this planting: \$4,000 from the 2021 DTE Energy Tree Planting Grant Program and \$1,500 from a 2020 Alliance of Rouge Committees Forest Service Grant.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The RFP requires bidders to provide references, completed projects similar in scope, size and purpose, and written plan/timeline for the project. After reviewing all submitted materials, checking references, and conducting an interview, the Department of Public Services recommends awarding the fall 2021 tree purchase and planting project to Davey Tree Expert Company. They have worked with the city on other projects such as inventory updates and the creation of a tree manual. In addition, they are the lowest responsible and responsive bidder for the "Fall 2021 Tree Purchase and Planting Project."

There is an industry wide shortage of trees. The high demand for larger size trees has driven the price up considerably.

This project consisting of 101 trees averages \$450.92 per tree. Some recent planting costs compare as follows:

- Spring 2021: \$421.33
- Fall 2020: \$458.65
- Spring 2020: \$595.00
- Fall 2019: \$399.11

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

ATTACHMENTS:

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

SUGGESTED COMMISSION ACTION:

To make a motion to approve the purchase and planting of one hundred one (101) trees from Davey Tree Expert Company for the Fall 2021 Tree Purchase and Planting Project for a total project cost not to exceed \$45,543.00. Funds are available from the Local Streets Fund-Forestry Service Contract account #203-449.005-819.0000, the Major Streets Fund-Forestry Service Contract account #202-449.005-819.0000, the Local Streets Fund-Operating Supplies account #203-449.005-729.0000, the Major Streets Fund-Operating Supplies account #202-449.005-729.0000 for these services. Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City upon receipt of the required insurance coverage.

ATTACHMENT A - AGREEMENT
For 2021 Fall Tree Purchase and Plant

AGREEMENT
For 2021 Fall Tree Purchase and Plant

This AGREEMENT, made this _____ day of _____, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter called "City"), and PAVET TREE EXPERT COMPANY, Inc., having its principal office at 5509 GANLICKS RD, WOODSTOCK, OH 44691 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Department of Public Services, is desirous of purchase and install (101) trees in various street right-of-ways and city parks and properties in the City of Birmingham (list to be provided upon award of contract).

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to purchase and install (101) trees in various street right-of-ways and city parks and properties, 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 purchase and install (101) trees in various street right-of-ways and city parks and properties.

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 purchase and install (101) trees in various street right-of-ways and city parks and properties and the Contractor's cost proposal dated Sept. 9, 2021 shall be incorporated herein by reference (Exhibits B - E) 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 \$45,543.00, to perform the scope of work in its' entirety (p. 9-12 of the RFP), as set forth in the Contractor's Sept. 9, 2021 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 applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent 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: **Additional Insureds:** The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers

thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$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.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 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. The City shall be the owner of all the drawings, specifications or other documents prepared by the Contractor. 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.

17. Notices shall be given to:

City of Birmingham
c/o Ms. Lauren Wood
851 S. Eton Rd.
Birmingham, MI 48009

With copies to:

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste.
#200 Troy, MI 48064

CONTRACTOR

DAVEY TREE EXPERT CO.
5509 CONGRESS RD
WILSON, OH 44691

18. 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.

19. 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.

I WITNESS: Contractor:

[Signature]

By: [Signature]
Its: James F. Stief, Executive Vice President

STATE OF ~~MICHIGAN~~ OHIO)

ss: COUNTY OF ~~CARLENE~~ PORTAGE

On this 14th day of September, 2021, before me personally appeared James F. Stief, who acknowledged that with authority on behalf of The Davey Tree Expert Company to do so he/she signed this Agreement.

[Signature]

Notary Public

Summit County, ~~Michigan~~ Ohio
Acting in Portage County, ~~Michigan~~ Ohio



HEATHER LYNNE MICOZZI
Notary Public, State of Ohio
My Commission Expires
April 22, 2023


My commission expires: 4/22/2023

CITY OF BIRMINGHAM


By: _____
Pierre Boutros
Its: Mayor

By: _____
Alexandria D. Bingham
Its: City Clerk

APPROVAL (Sec 2-289 City Code)



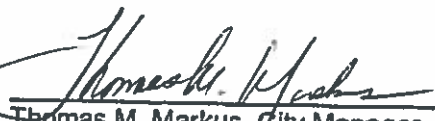
Lauren Wood, Director of Public Services
(Approved as to substance)



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



Mary Kucharek, City Attorney
(Approved as to form)



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

ATTACHMENT B - BIDDER'S AGREEMENT
For 2021 Fall Tree Purchase and Plant

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

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

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

<hr/> Richard Hanshaw PREPARED BY (Print Name) Branch Manager	<hr/> 9-7-2021 DATE
<hr/> TITLE	<hr/> 9-7-2021 DATE
<hr/> 	<hr/> rick.hanshaw@davey.com
<hr/> AUTHORIZED SIGNATURE	<hr/> E-MAIL ADDRESS
<hr/> The Davey Tree Expert Company	
<hr/> COMPANY	
<hr/> 751 Orchard Lake Road Pontiac, MI 48341	<hr/> 330-264-3533
<hr/> ADDRESS	<hr/> PHONE
<hr/> The Davey Tree Expert Company	<hr/> 800-445-8733
<hr/> NAME OF PARENT COMPANY	<hr/> PHONE
<hr/> 1500 N. Mantua Street Kent, Ohio 44240	
<hr/> ADDRESS	

ATTACHMENT C - COST PROPOSAL
For 2021 Fall Tree Purchase and Plant

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

SPECIES	QUANTITY	STOCK PRICE (VALUE OF TREES ONLY)	INSTALLED PRICE (W/ 2-YEAR WARRANTY, INSTALLATION, ETC)	TOTAL PRICE (INSTALLED PRICE x QTY)	NOTES (VARIETY IF APPLICABLE, ETC)
D/R ELM (Princeton, Patriot, etc.)	51 @ 3"-3.5"	\$238.00	\$193.00	\$21981.00	
'Accolade' ELM	10 @ 3"-3.5"	\$238.00	\$193.00	\$4310.00	
Hackberry	1 @ 3"-3.5"	\$238.00	\$193.00	\$431.00	
SWAMP WHITE OAK	2 @ 3"-3.5"	\$248.00	\$193.00	\$882.00	
FLOWERING DOGWOOD	10 @ 2"-2.5"	\$180.00	\$155.00	\$3350.00	
Honeylocust	1 @ 2"-2.5"	\$150.00	\$155.00	\$305.00	
IVORY SILK LILAC	8 @ 3"-3.5"	\$238.00	\$193.00	\$3448.00	
SERVICEBERRY	4 @ 3"-3.5"	\$248.00	\$193.00	\$1764.00	
ZELKOVA 'Musashino'	11 @ 3"-3.5"	\$248.00	\$193.00	\$4851.00	
SWEETGUM (Male Clone Only)	10 @ 2.5"-3"	\$208.00	\$172.00	\$3800.00	
LONDON PLANE	1 @ 3"-3.5"	\$228.00	\$193.00	\$421.00	
TOTAL:	101	\$		\$45,543.00	

Firm Name The Davey Tree Expert Company

Authorized signature  Date 9-7-2021

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 2021 Fall Tree Purchase and Plant

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

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

Rick Hanshaw 9-7-2021
PREPARED BY **DATE**
(Print Name)

Branch Manager 9-7-2021
TITLE **DATE**

 rick.hanshaw@davey.com
AUTHORIZED SIGNATURE **E-MAIL ADDRESS**

The Davey Tree Expert Company
COMPANY

751 Orchard Lake Road 330-264-3533
ADDRESS **PHONE**

The Davey Tree Expert Company 800-445-8733
NAME OF PARENT COMPANY **PHONE**

1500 N. Mantua Street Kent, Ohio 44240
ADDRESS

34-0176110
TAXPAYER I.D.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2021

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

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

PRODUCER Marsh USA Inc. 200 Public Square, Suite 3760 Cleveland OH 44114-1824 Attn: Cleveland.CertRequest@marsh.com 143901 COMM Cole	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	NAIC # 24147
INSURED The Davey Tree Expert Company 1500 N. Mantua Street Kent, OH 44240	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-006787862-01 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MWZY 314042 21	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		MWTB 314041 21	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		MWC 314040 21 (AOS)	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers Compensation		MWXS 314043 21 (NC, OH, PA, WA)	09/01/2021	09/01/2022	Workers Compensation Statutory
A	SIR. \$5,000,000		MWXS 316391 21 (CA)	09/01/2021	09/01/2022	Employer's Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof is (are) included as Additional Insured(s) as respects General Liability where required by written contract or agreement and only as respects operations performed on their behalf by the Named Insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract, subject to policy terms and conditions. Coverage includes contractual liability as respects above referenced General Liability policy.

CERTIFICATE HOLDER

City of Birmingham
 Parks and Forestry Foreman, 851 S. Eton
 Birmingham, MI 48009

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

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED The Davey Tree Expert Company 1500 N Mantua Street Kent, OH 44240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota Employers Liability is covered by policy number MWC 314040 21.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NOTICE OF CANCELATION, NONRENEWAL OR MATERIAL CHANGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

SCHEDULE

NUMBER OF DAYS OF ADVANCE NOTICE: 30

**DESIGNATED ENTITY: ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY
CONTRACT OR AGREEMENT**

ADDRESS:

**IN THE EVENT OF CANCELATION, NONRENEWAL OR MATERIAL COVERAGE CHANGE
THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS POLICY, WE
AGREE TO PROVIDE ADVANCE WRITTEN NOTICE AS SHOWN IN THE SCHEDULE
ABOVE.**

MWC 314040 21

09/01/21 TO 09/01/22

FORM P



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2021

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

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

PRODUCER Marsh USA Inc. 200 Public Square, Suite 3760 Cleveland OH 44114-1824 Attn: cleveland_certrequest@marsh.com 143901 COMM Cole	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Allied World Assurance Company (U.S.) Inc.		19489
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
The Davey Tree Expert Company
1500 N Mantua Street
Kent, OH 44240

COVERAGES **CERTIFICATE NUMBER:** CLE-006787866-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		0313-0522 Deductible \$100,000	09/01/2021	09/01/2024	Each Incident 15 000 000 Each Aggregate 15 000 000

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

CERTIFICATE HOLDER City of Birmingham Parks and Forestry Foreman, 851 S. Eton Birmingham, MI 48009	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 <i>Marsh USA Inc.</i>
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MEMORANDUM

Department of Public Services

DATE: September 23, 2021
TO: Thomas M. Markus, City Manager
FROM: Lauren A. Wood, Director of Public Services
SUBJECT: Vehicle #62 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of the 2012 GMC 2500 4x4 vehicle. The current mileage is 45,648 miles. This pick-up is used year round for various assignments including snow plowing, salting, and other heavy-duty work. The body has significant rust due to its intense usage.

We are requesting a 2022 GMC Sierra 2500 4x4 from Todd Wenzel GMC of Westland under the State of Michigan MiDEAL pricing.

BACKGROUND:

Vehicle #62 is identified for replacement and listed in the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget. It qualifies for replacement as illustrated by the assessment below:

#62 – 2012 GMC Truck

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	9
Miles/Hours	1 point each 10,000 miles of usage	5
Type of Service	Type 4 – Vehicle involved in snow removal	4
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	2
M & R Costs	Level 4 – Maintenance costs are 61-80% of replacement cost	4
Condition	Level 4 – Poor paint and body condition, rust, bad interior	4
Total points 28+, poor, needs priority replacement		28

This vehicle qualifies under the replacement guidelines for “priority replacement”, its age and condition warrant replacement at this time. Once ordered the lead-time is uncertain and on delay due to the chip shortages.

The Department of Public Services recommends replacing this vehicle with a 2022 GMC Sierra 2500 HD 4x4 through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 awarded to Todd Wenzel Buick GMC of Westland, Westland, MI 48185.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$40,226.10, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

PUBLIC COMMUNICATIONS

This does not apply to this purchase.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #62 with a 2022 GMC Sierra 2500 HD 4x4. Upon delivery of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.



MEMORANDUM

Department of Public Services

DATE: September 24, 2021

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #99 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of the 2011 GMC 2500 4x4 vehicle. The current mileage is around 40,000 miles. This pick-up is used year round for various assignments including snow plowing, salting, and other heavy-duty work.

We are requesting a 2022 GMC Sierra 2500 4x4 from Todd Wenzel GMC of Westland under the State of Michigan MiDEAL pricing.

BACKGROUND:

Vehicle #99 was on the 2019-2020 Vehicle Replacement Schedule and was being evaluated since such time. In addition, the pandemic delayed this replacement until now. This purchase will be added to the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget. Vehicle purchases will not exceed the projected budget amount for this fiscal year. It now qualifies for replacement as illustrated by the assessment below:

#99 – 2011 GMC Truck

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	10
Miles/Hours	1 point each 10,000 miles of usage	4
Type of Service	Type 4 – Vehicle involved in snow removal	4
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	2
M & R Costs	Level 4 – Maintenance costs are 41- 60% of replacement cost	4
Condition	Level 4 – Poor paint and body condition, rust, bad interior	4
Total points 28+, Needs priority replacement		28

This vehicle qualifies under the replacement guidelines as “priority replacement”, its age and condition warrants replacement at this time. Once ordered the lead-time is uncertain and on delay due to the chip shortages.

The Department of Public Services recommends replacing this vehicle with a 2022 GMC Sierra 2500 HD 4x4 through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 awarded to Todd Wenzel Buick GMC of Westland, Westland, MI 48185.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$40,226.10, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

PUBLIC COMMUNICATIONS

This does not apply to this purchase.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #99 with a 2022 GMC Sierra 2500 HD 4x4. Upon delivery of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.



MEMORANDUM

Department of Public Services

DATE: September 24, 2021

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Vehicle #169 Replacement

INTRODUCTION:

Due to age and condition, the Department of Public Services recommends replacement of the 2011 GMC 2500 4x4 vehicle. The current mileage is 37,498 miles. This pick-up is used year round for various assignments including snow plowing, salting, and other heavy-duty work. The body has significant rust due to its intense usage.

We are requesting a 2022 GMC Sierra 2500 4x4 from Todd Wenzel GMC of Westland under the State of Michigan MiDEAL pricing.

BACKGROUND:

Vehicle #169 was on the 2019-2020 Vehicle Replacement Schedule and was being evaluated since such time. In addition, the pandemic delayed this replacement until now. This purchase will be added to the Vehicle/Equipment Replacement Schedule, as published in the FY 2021-2022 budget. Vehicle purchases will not exceed the projected budget amount for this fiscal year. It now qualifies for replacement as illustrated by the assessment below:

#169 – 2011 GMC Truck

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	10
Miles/Hours	1 point each 10,000 miles of usage	4
Type of Service	Type 4 – Vehicle involved in snow removal	4
Reliability	Level 2 – In shop one time within three month period, one breakdown within same period	2
M & R Costs	Level 3 – Maintenance costs are 41- 60% of replacement cost	3
Condition	Level 4 – Poor paint and body condition, rust, bad interior	4
Total points 27, qualifies for replacement if budget allows		27

This vehicle qualifies under the replacement guidelines as “satisfactory”, and qualifies for replacement this year if the budget allows. Its age and condition warrants replacement at this time. Once ordered the lead-time is uncertain and on delay due to the chip shortages.

The Department of Public Services recommends replacing this vehicle with a 2022 GMC Sierra 2500 HD 4x4 through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 awarded to Todd Wenzel Buick GMC of Westland, Westland, MI 48185.

LEGAL REVIEW:

This purchase does not require legal review.

FISCAL IMPACT:

Funds for this purchase, totaling \$40,226.10, are available in the Auto Equipment Fund, account #641-441.006-971.0100.

PUBLIC COMMUNICATIONS

This does not apply to this purchase.

SUMMARY

Based on age and condition, the Department of Public Services recommends replacement of vehicle #169 with a 2022 GMC Sierra 2500 HD 4x4. Upon delivery of the replacement vehicle, the old vehicle will be listed on the Michigan Governmental Trade Network (MITN) for public auction.

ATTACHMENTS:

No attachments are included with this report.

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to purchase one (1) 2022 GMC Sierra 2500 HD 4x4 from Todd Wenzel Buick GMC of Westland through the State of Michigan MIDEAL extendable purchasing contract #071B7700184 in the amount not to exceed \$40,226.10. Funds for this purchase are available in the FY 2021-2022 Auto Equipment Fund account #641-441.006.971.0100.

DATE: September 27, 2021

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Lakeview Ave Project #2-20(P)
Water & Sewer Lateral Special Assessment District
Public Hearing of Necessity

INTRODUCTION:

At the City Commission meeting of September 13, 2021, the City Commission set a date of October 4, 2021 to hold a public hearing of necessity for the replacement of water and sewer laterals located within the limits of the Lakeview Ave. paving project. Also, at that meeting, the City Commission set the date for a public hearing to confirm the assessment roll on October 25, 2021 should the special assessment district be authorized.

BACKGROUND:

In 2020, Lakeview Ave was reconstructed between Oak Ave and Harmon Street from an un-improved street to an improved street. With that project, improvements to the sewer and water system were made. A special assessment district was authorized to defray the costs of the road construction to the benefitting property owners. However, the special assessment district was not officially created for the necessary sewer and water lateral replacements associated with the project.

In Accordance with current policy, the Engineering Dept. replaced all older sewer laterals (50 years or older) underneath the new proposed pavement for the Lakeview Ave project. In addition, in accordance with current policy, all water services less than 1 inch diameter were replaced with a 1 inch diameter service. When these services are replaced, the costs for replacement are paid for by the benefitting property owner at the unit rate quoted by the contractor for the project.

Lead water services were also replaced as part of the project in accordance with rules established by the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal and replacement of lead water services between the connection of the Main and the water meter at the residence. Property owners requiring lead water service replacement are not part of this SAD, as the City is required to pay for this work, in accordance with EGLE rules.

In total, 30 properties in the project area were determined to have an older sewer lateral meeting the requirements for replacement, of which, 5 additionally had a water service meeting the requirements for replacement. All property owners in the district have been sent public hearing notice. To date, our office has taken a number of calls asking for clarifications about the upcoming project. We are not aware of any objections at this time.

LEGAL REVIEW:

The suggested Special Assessment District is consistent with the City Charter, and past precedence, with the exception that the homes that had a lead water service that were replaced between the connection to the water main and to the water meter in the home are excluded from the SAD, in accordance with the revised requirements of the Michigan Dept. of Environmental, Great Lakes and Energy (EGLE). No legal review is required.

FISCAL IMPACT:

The costs being charged will defray the City's costs that were paid to the contractor associated with the pipe installation for the sewer and water service laterals that needed to be replaced. As has been done traditionally, the City is subsidizing this program to a small degree in that inspection and restoration costs are covered by the City as a part of the overall cost of the project.

SUMMARY:

The Engineering Department recommends that the City Commission conduct the public hearing of necessity, and authorize the special assessment district to defray the cost of the installation of new water and sewer laterals completed within the project area of the Lakeview Ave Paving Project #2-20(P).

ATTACHMENTS:

- Map of proposed Special Assessment District
- Notice of Public Hearing from the City Clerk
- Memo presented to City Commission at meeting on September 13, 2021, recommending setting the public hearing dates for the special assessment for water and sewer lateral replacements

SUGGESTED COMMISSION ACTION:

Conduct the Public Hearing of Necessity and make a motion to adopt the resolution establishing necessity for the Lakeview Ave. paving project water and sewer lateral replacement special assessment district.

WHEREAS, The City Commission has established a policy requiring the replacement of undersized or lead water lateral lines and sewer laterals in excess of fifty years old when the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission is of the opinion that replacement of water and sewer laterals not meeting current criteria as a part of the planned road paving project is declared a necessity; and

WHEREAS, Formal bids have been received and the actual cost per foot for replacement of the water and sewer laterals has been determined,

RESOLVED, That all sewer and water laterals not meeting current criteria located within the limits of the following streets shall be replaced as a part of the Lakeview Ave. Paving Project (Contract #2-20(P)): Lakeview Ave., between Harmon and Oak Street.

RESOLVED, That at such time as the Assessor is directed to prepare the assessment roll, of which 100% of the contractor's charge to replace water and sewer lateral (calculated at the rate of \$53.00 per foot for water laterals and \$65.00 per foot for sewer laterals) shall be charged to the adjoining property owners benefiting from the said laterals,

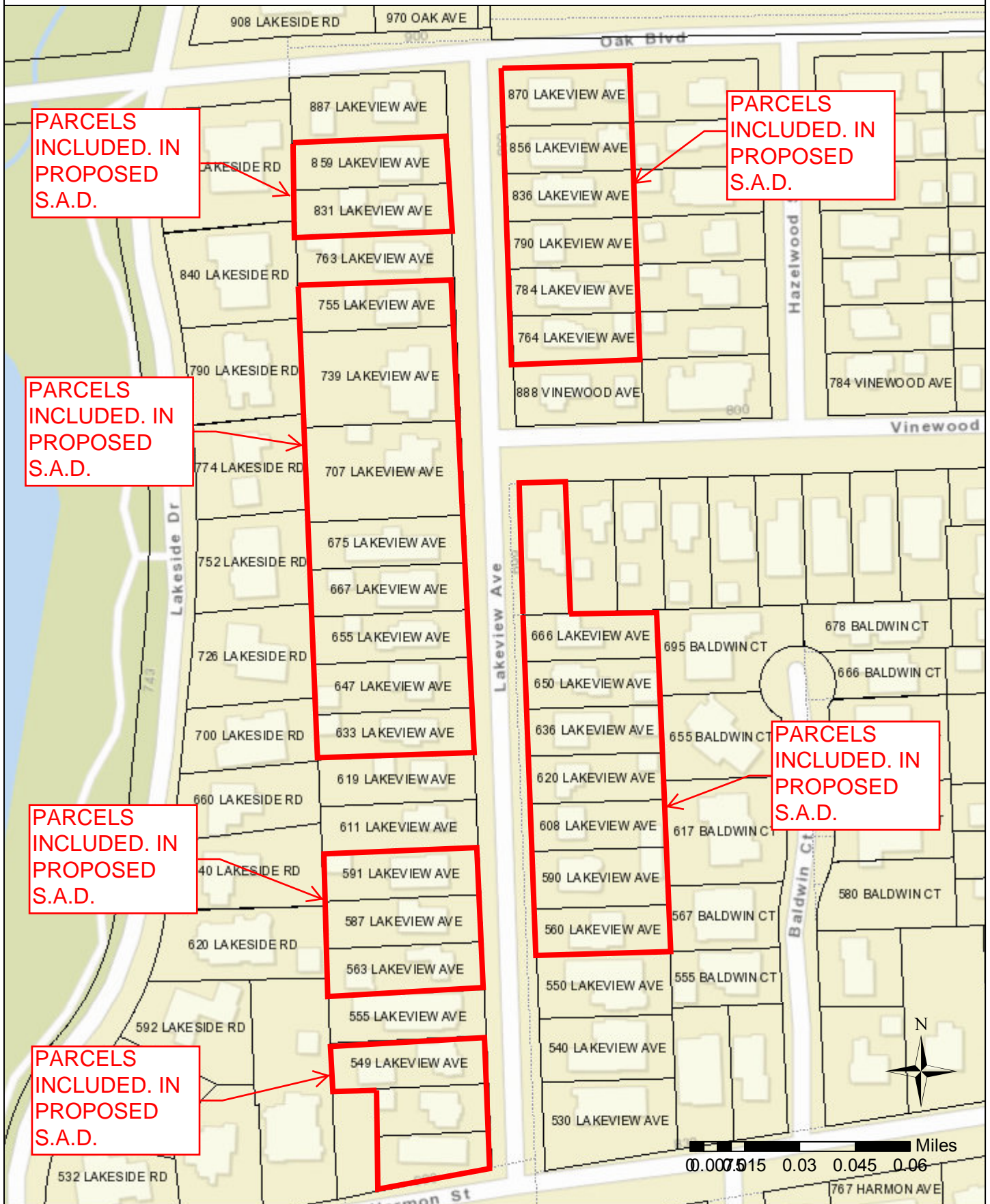
RESOLVED, That there be a special assessment district created and special assessments levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the district of 30 parcels as listed in the following table:

SIDWELL NO.	ADDRESS	SEWER LATERAL LENGTH	SEWER LATERAL COST	WATER LATERAL LENGTH	WATER LATERAL COST	TOTAL ASSESSED COST
19-25-301-001	870 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-301-002	856 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-301-003	836 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-301-004	790 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-301-005	784 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-301-006	764 LAKEVIEW	24	\$1,560.00	0	0	\$1,560.00
19-25-304-001	684 LAKEVIEW	22	\$1,430.00	0	0	\$1,430.00
19-25-304-009	666 LAKEVIEW	25	\$1,625.00	36	\$1,908.00	\$3,533.00
19-25-304-010	650 LAKEVIEW	14	\$ 910.00	0	0	\$ 910.00
19-25-304-011	636 LAKEVIEW	19	\$1,235.00	0	0	\$1,235.00
19-25-304-012	620 LAKEVIEW	22	\$1,430.00	0	0	\$1,430.00
19-25-304-013	608 LAKEVIEW	22	\$1,430.00	0	0	\$1,430.00
19-25-304-014	590 LAKEVIEW	17	\$1,105.00	34.5	\$1,828.50	\$2,933.50
19-25-304-046	560 LAKEVIEW	27	\$1,755.00	0	0	\$1,755.00
19-26-427-016	859 LAKEVIEW	37	\$2,405.00	0	0	\$2,405.00
19-26-427-017	831 LAKEVIEW	25	\$1,625.00	0	0	\$1,625.00
19-26-427-019	755 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00
19-26-427-020	739 LAKEVIEW	25	\$1,625.00	0	0	\$1,625.00
19-26-427-023	675 LAKEVIEW	20	\$1,300.00	0	0	\$1,300.00
19-26-427-024	667 LAKEVIEW	25	\$1,625.00	0	0	\$1,625.00
19-26-427-025	655 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00
19-26-427-026	647 LAKEVIEW	44	\$2,860.00	24.5	\$1,298.50	\$4,158.50
19-26-427-027	633 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00
19-26-427-030	591 LAKEVIEW	39	\$2,535.00	0	0	\$2,535.00
19-26-427-031	587 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00
19-26-427-032	563 LAKEVIEW	24	\$1,560.00	31	\$1,643.00	\$3,203.00
19-26-427-034	549 LAKEVIEW	37	\$2,405.00	25	\$1,325.00	\$3,730.00
19-26-427-036	523 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00
19-26-427-037	507 LAKEVIEW	37	\$2,405.00	0	0	\$2,405.00
19-26-427-038	707 LAKEVIEW	38	\$2,470.00	0	0	\$2,470.00

RESOLVED, That the Commission shall meet on Monday, October 25, 2021, at 7:30 P.M., for the purpose of conducting a public hearing to confirm the roll for the replacement of water and sewer laterals within the Lakeview Ave. Paving Project area.

LAKEVIEW PAVING #2-20(P)

SPECIAL ASSESSMENT DISTRICT FOR SEWER & WATER LATERAL REPLACEMENT



CORRECTED NOTICE

The previously mailed notice of this public hearing misidentified the project name in the title heading.
The city clerk's office apologizes for any confusion from the prior notice.

NOTICE OF PUBLIC HEARINGS

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY PUBLIC HEARING OF CONFIRMATION

FOR THE REPLACEMENT OF SEWER & WATER SERVICES WITHIN THE LAKEVIEW PAVING PROJECT AREA

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, October 4, 2021, at 7:30 p.m. Municipal Building, 151 Martin Birmingham, MI
Meeting Date, Time, Location:	HEARING OF CONFIRMATION FOR SPECIAL ASSESSMENT DISTRICT Monday, October 25, 2021, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI
Location:	Within the Lakeview Avenue Paving Project Area - specifically between Oak Ave and Harmon Street
Nature of Improvement:	Replacement of sewer and water services within the Lakeview Ave Paving project area
City Staff Contact:	Jim Surhigh, 248.530.1839 cityengineer@bhamgov.org
Notice Requirements:	Mailed to affected property owners Published September 19, 2021
Approved minutes may be reviewed at:	City Clerk's Office

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

However, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

DATE: September 8, 2021

TO: Tom Markus, City Manager

FROM: Jim Surhigh, Consultant City Engineer
Scott Zielinski, Assistant City Engineer

SUBJECT: Lakeview Ave Project #2-20(P)
Water & Sewer Lateral Special Assessment District
Public Hearing of Necessity and Assessment Roll

INTRODUCTION:

In 2020, Lakeview Ave was reconstructed between Oak Ave and Harmon Street from an un-improved street to an improved street. The Special Assessment District (SAD) associated with the necessary replacement of Water and Sewer Laterals not meeting current City standards as part of the project was not formally established prior to construction. The Engineering Department is requesting the Public Hearing Dates for the sewer and lateral replacement SAD be set.

BACKGROUND:

In Accordance with current policy, the Engineering Dept. replaced all older sewer laterals (50 years or older) underneath the new proposed pavement for the Lakeview Ave project. In addition, per current policy, all water services less than 1 inch diameter were replaced with a 1 inch diameter service. Services are replaced and are paid for by the property owner at the unit rate quoted by the contractor. This work was part of the improvement project that was to be paid for by special assessment against the benefiting properties.

Lead water services were also replaced as part of the project in accordance with rules established by the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal and replacement of lead water services between the connection of the Main and the water meter at the residence. Property owners requiring lead water service replacement are not part of this SAD, in accordance with EGLE rules.

LEGAL REVIEW:

The suggested Special Assessment District is consistent with the City Charter, and past precedence, with the exception that the homes that had a lead water service that were replaced all the way to the water meter are excluded from the SAD, in accordance with

the revised requirements of the Michigan Dept. of Environmental Quality (MDEQ). No legal review is required.

FISCAL IMPACT:

The costs being charged will defray the City's costs that were paid to the contractor relative to the pipe installation for the sewer and water service laterals that needed to be replaced. As has been done traditionally, the City is subsidizing this program to a small degree in that inspection and restoration costs are covered by the City as a part of the overall cost of the project.

SUMMARY:

It is recommended that the City Commission set the public hearing, and authorize the Special Assessment District to defray the cost of the installation of new water and sewer laterals within the project area of the Lakeview Ave Project #2-20(P).

ATTACHMENTS:

- Map of proposed assessment district.

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution setting a public hearing on Monday, October 4, 2021, at 7:30 P.M., for the purpose of determining the necessity for the replacement of sewer and water services within the Lakeview Ave Paving project area.

Be it further RESOLVED, that the City Commission meet on Monday, October 25, 2021 at 7:30 P.M. for the purpose of conducting a Public Hearing to Confirm the Assessment Roll for the replacement of sewer and water services in the Lakeview Ave Paving project area.





MEMORANDUM

Planning Division

DATE: October 4th, 2021

TO: Thomas Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 160 W. Maple – Dick O’ Dows – Special Land Use Permit Amendment, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit Amendment, Final Site Plan and Design Review for façade renovations and changes to the approved outdoor dining in the front and rear of the existing Dick O’ Dows restaurant in Downtown Birmingham.

BACKGROUND:

On August 4th, 2021, the applicant went before the Historic District Commission (HDC) for a Design Review due to the site location within the Central Business Historic District. The HDC postponed the review pending the receipt of some outstanding information.

On August 25th, 2021, the applicant went before the Planning Board with a request for Special Land Use Permit Amendment, Final Site Plan and Design Review. The Planning Board moved to recommend approval to the City Commission with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
2. The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;
3. All outdoor activity must cease at the close of business;
4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;
5. The applicant must comply with the requests of all City Departments; and,
6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.

On September 1st, 2021, the applicant received approval from the Historic District commission for the changes in relation to their effect on the Central Business Historic District with the following condition:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

The applicant has since submitted revised site/design plans with glazing calculations totaling 52%.

On September 23rd, the Planning Board moved to modify the glazing requirements from 70% to 52% glazing for the storefront facade citing article 4, Section 4.90 (E) of the Zoning Ordinance. Additionally, the applicant has submitted specification sheets indicating an 80% Visual Light Transmittance for the new glazing, and has included the planters in the rear and the tables and chairs in front within the confines of the existing private property.

LEGAL REVIEW:

The City Attorney has reviewed this application and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 25th, 2021 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. Notices were also provided for the Design Review at the Historic District Commission. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission for October 4th, 2021.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows.

ATTACHMENTS:

Please find attached the following documents for your review:

- Draft Special Land Use Permit Resolution
- Planning Division Reports
- Site/Design Plans
- Applications & Supporting Documents
- Meeting Minutes

MANAGERS NOTE:

Upon reviewing the plans for 160 W. Maple – Dick O’ Dows – the City Manager provided a suggestion to the applicant that (1) a painted line be provided in the rear delineating the extent of the proposed outdoor dining patio to prevent further encroachment into Willits Alley, and (2) that a hard, fixed barrier be provided across the opening of the outdoor patio in the front to prevent encroachments into the public sidewalk and 5 ft. clear walking path along W. Maple. The applicant has not proposed either condition at this time. This type of request is becoming more commonplace with outdoor dining proposals, as the City has observed many instances where outdoor dining patios encroach and begin to obstruct required clear paths and public space.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to **APPROVE** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows – to allow changes to the front façade and outdoor dining plan.

OR

Make a motion to **POSTPONE** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows.

OR

Make a motion adopting a resolution to **DENY** the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 160 W. Maple – Dick O’ Dows.

DICK O' DOWS
160 W. MAPLE
Special Land Use Permit Amendment 2021

WHEREAS, DICK O' DOWS filed an application in 2017 pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment serving alcoholic liquors in the B4 (Business-Residential) zoning district in accordance with Article 2, Section 2.37 (C)(2)(a) of Chapter 126, Zoning, of the City Code;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2021 for approval of façade renovations and changes to the outdoor dining plan;

WHEREAS, the land for which the Special Land Use Permit amendment is sought is located on the north side of W. Maple, west of Old Woodward;

WHEREAS, The land is zoned B4, which permits the operation of food and drink establishments serving alcoholic liquors for on premise consumption with a Special Land Use Permit;

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

WHEREAS, The Planning Board on August 25, 2021 reviewed the application for a Special Land Use Permit amendment, Final Site Plan and Design Review and recommended approval to the City Commission to allow façade renovations and changes to the outdoor dining plan with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
2. The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;
3. All outdoor activity must cease at the close of business;
4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;
5. The applicant must comply with the requests of all City Departments; and,
6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.

WHEREAS, The Historic District Commission on September 1, 2021 reviewed an application for Design Review for the changes in relation to their effect on the Central Business Historic District and approved the changes with the following condition:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

WHEREAS, The Planning Board on September 23, 2021 modified the glazing

requirements from 70% to 52% citing Article 4, Section 4.90 (E);

WHEREAS, The applicant has agreed to provide all requested information and to comply with the requests of all City departments;

WHEREAS, The Birmingham City Commission has reviewed DICK O' DOWS' Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that DICK O DOWS' application for a Special Land Use Permit Amendment, Final Site Plan and Design Review at 160 W. Maple 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. DICK O' DOWS shall maintain a valid annual Outdoor Dining License and must enter into an Outdoor Café License Agreement for the use of public property.
2. DICK O' DOWS will close outdoor dining areas at the end of business each day of the week;
3. DICK O' DOWS shall abide by all provisions of the Birmingham City Code; and
4. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, DICK O' DOWS 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 DICK O' DOWS to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that DICK O' DOWS is recommended for the operation of an outdoor dining patio in the front and rear of the existing food and drink establishment serving alcoholic beverages on premises, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 4, 2021.

Alexandria Bingham
City Clerk



MEMORANDUM

Planning Division

DATE: August 25th, 2021

TO: Jana Ecker, Planning Director

FROM: Nicholas Dupuis, City Planner

SUBJECT: 160 W. Maple – Dick O’ Dows – Special Land Use Permit
Amendment, Final Site Plan & Design Review

The subject site, 160 W. Maple, is currently used as a restaurant within an existing one-story commercial building fronting W. Maple. The applicant has submitted a Special Land Use and Final Site Plan/Design Review application requesting changes to the front façade, the outdoor dining patio in the front of the building, and the rear dining area in the Willits Alley.

As far as the rear dining patio, the applicant was approved by the City Commission on April 6, 2020 for a 5-table, 20-chair patio on private property in the Willits Alley to replace their front dining deck that was interrupted by the Maple Rd. construction project. This patio was approved on a temporary basis from April 1 through November 15, 2020 during construction on Maple. In June, 2020, the applicant was approved for a temporary COVID-19 outdoor dining expansion which increased the dining platform to 9 tables and 36 chairs. The applicant has submitted the Special Land Use Permit amendment application, in part, seeking approval on a permanent basis for the 9-table patio in the Willits Alley.

At the front of the building, the applicant installed a newly redesigned outdoor dining platform in the W. Maple right-of-way through Administrative Approval on July 12th, 2021. The new platform is within the same area (one parking space) as it previously existed, and contains 6 tables and 24 chairs.

The new proposal for the front of the restaurant is a remodel that brings the storefront back roughly 12 ft. to create a new recessed outdoor dining patio with 5 tables, 20 chairs, a ventless fireplace, television, and new façade materials. A full review of ordinances and design is provided in the relevant sections below.

Finally, due the subject sites location within the Central Business Historic District, the applicant is required to submit a Design Review application to the Historic District Commission for approval of these changes. The applicant went before the Historic District Commission on August 4th, 2021 and was postponed to September 1st, 2021 pending the receipt of some outstanding information.

The Birmingham Code of Ordinances states that a contract for transfer and a Special Land Use Permit are required for all licenses approved under Chapter 10 – Alcoholic Liquors. The licensee must comply with all provisions of the contract and Special Land Use Permit, and any amendments thereto as a condition of granting of a requested transfer. Accordingly, the applicant must obtain a recommendation from the Planning Board on the Special Land Use and Final Site Plan/Design Review application, which is then reviewed for final consideration by the City Commission.

1.0 Land Use and Zoning

1. Existing Land Use – One-story commercial building.
2. Zoning – B4 (Business-Residential) and D4 (Downtown Overlay)
3. Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Mixed Use	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Setback and Height Requirements

Please see the attached zoning compliance summary sheet for details on setback and height requirements. There are currently no issues with bulk, height or placement with the Special Land Use Permit, Final Site Plan/Design Review application submitted.

3.0 Screening and Landscaping

1. Dumpster Screening – There are no changes proposed to the dumpster or screening on site.
2. Parking Lot Screening – There are no changes proposed to the parking lot or associated screening.
3. Mechanical Equipment Screening – There are no changes proposed to the mechanical equipment or screening on site.

4. Landscaping – There are no changes proposed to landscaping on site.
5. Streetscape – There are no changes proposed to the streetscape along W. Maple.

4.0 Parking, Loading and Circulation

1. Parking – There are no changes to the parking requirements on site.
2. Loading – There are no changes to the loading requirements.
3. Vehicular Circulation and Access – There are no changes proposed to the vehicular circulation and access.
4. Pedestrian Circulation and Access – There are no changes proposed to pedestrian access on site.

5.0 Lighting

The applicant is proposing two new light fixtures at the entry columns along Maple Rd. and two of the same fixtures on the feature wall on the north side of the recess. The applicant has submitted specification sheets for the proposed fixtures, and it appears as though the fixtures will not significantly alter the light distribution or illuminance on a site. Thus, a photometric plan was not required by the Planning Division pursuant to Article 4, Section 4.21 (C) of the Zoning Ordinance. Additionally, these lighting elements appear to be fully cutoff as defined by Article 9, Section 9.02.

6.0 Departmental Reports

1. Engineering Division – The Engineering Division has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.
2. Department of Public Services – The Department of Public Services has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.
3. Fire Department – The Fire Department has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.
4. Police Department – The Police Department has not provided any comments at this time. All comments received will be provided to the Planning Board on August 25th, 2021.

5. Building Division – The Building Division has no concerns at this time.

7.0 Design Review

The proposed façade renovations include a removal of a portion of the existing storefront and interior dining area to create a new outdoor dining area in a recessed entryway. The building would retain the existing façade above 9 ft. 3 in., although the existing sign is proposed to be restored and relocated and an awning is proposed above the storefront. In general, the applicant is proposing to match the existing style and color of the existing façade. Please see the following table for a list of all proposed materials:

Material	Location	Color
Sunbrella Canvas	Awning above storefront	Black
Wood & Glass Bi-Fold Doors	Storefront	Black Magic
Wood & Glass Entry Door	New storefront	Black Magic
Glass	New storefront	Clear 66% VLT
Limestone	Feature wall (north)	Natural
Mosaic Wall Tile	Feature wall (north)	White
Ventless fireplace	North side of recess	-
Wood	Column enclosure	Black Magic

As the building is located in the Downtown Overlay, there are specific architectural standards that must be met in regards to façade materials and design:

1. At least 90% of the exterior finish material on all facades that face a street shall be limited to the following: glass, brick, cut stone, cast stone, coarsely textured stucco, or wood. Dryvit or E.F.I.S is prohibited.
2. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.
3. Facade openings, including porches, windows, and colonnades, shall be vertical in proportion.
4. Sliding doors and sliding windows are prohibited along frontage lines.
5. Facades may be supplemented by awnings, which shall be straight sheds without side flaps, not cubed or curved. Awnings shall be between 8 and 12 feet above sidewalk grade at the lower drip edge.

At this time, it appears as though the applicant meets the majority of the Downtown Overlay Architectural Standards. The façade is predominantly wood and glass, the proposal contains façade openings that are vertically proportioned, and the awning is a straight shed with no side flaps and is 8 ft. above grade.

Additionally, the design plans submitted contain a note at the new window system indicating that they could be sliding or swing doors. Slider doors are not permitted in

the Downtown Overlay along frontage lines. Frontage line is defined as "all lot lines that abut a public street." The applicant has submitted specification sheets for bi-fold sliding doors located at the recessed storefront roughly 12 ft. from the frontage line. Thus, the applicant meets the requirements.

Signage

As noted above, the applicant is proposing to restore and relocate the existing signage, which reads "Dick O' Dows" with the words "Irish Pub" flanking either side. The principle building frontage measures 24 ft. wide, which permits 24 sq. ft. of signage. The existing sign measures roughly 48.3 sq. ft. in area. However, because the applicant is proposing a restoration of the sign and not a new sign, the applicant may maintain this nonconformity pursuant to Article 2, Section 2.01 (B) of the Sign Ordinance, which states "the maintenance and/or repair of a properly licensed sign shall not require a sign permit, unless changing the advertising material and/or copy." Additionally, the applicant is proposing to utilize the existing four gooseneck light fixtures to illuminate the sign, which is permitted within the Central Business Historic District.

Glazing

As the applicant is proposing to renovate the existing storefront, which includes new windows within the recess, the applicant will be required to meet the Glazing standards outlined in Article 3, Section 3.04 of the Zoning Ordinance which requires transparent areas equal to 70% of its portion of the facade, between one and eight feet from the ground. Additionally, only clear glazing is required on the first floor, which is currently defined as 80% Visual Light Transmittance.

The applicant has not submitted glazing calculations for the new storefront at this time. Additionally, the applicant has noted on the storefront elevation that the glass will contain a Visual Light Transmittance of 66% minimum, which does not meet the current ordinance of 80%. **Thus, the applicant must submitted glazing calculations and specification sheets with clarity figures for the new storefront glazing.**

Projections into the Right-of-Way

The applicant is proposing an awning that projects 3 ft. 4 in. into the W. Maple right-of-way. Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Historic District Commission to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The sidewalk in front of Dick O' Dows is 6 ft. wide, which permits a 4 ft. awning projection. The proposed awning meets the requirements and applicant obtained approval from the Historic District Commission for the projections into the right-of-way.

Outdoor Dining

As the applicant is proposing to add a new outdoor dining area, the requirements of Article 4, Section 4.44 must be met, including the following:

- Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
- All outdoor activity must cease at the close of business.
- All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.
- In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 ft.

In the front of the building, the outdoor dining plan shows a trash receptacle located behind the entry column within the patio. Furthermore, the site plan contains a dimension of the sidewalk, as well as the width of the clear walking path between the existing approved dining platform and the chairs that encroach upon the sidewalk at 5 ft. as required. Finally, the applicant has submitted specification sheets for the proposed tables and chairs to ensure their construction meets the outdoor dining standards of wood and metal.

As for the rear, the plans submitted show a trash receptacle at the north end of the patio, and the existing patio line versus the new patio line. The applicant submitted a document with the dimensions of the alley with the new patio installed showing a dimension of 16 ft. 4 in. at the slimmest. The proposed expansion from the originally approved 5-table temporary patio will extend 4 ft. beyond the property line into the Willits Alley. Article 3, Section 3.16 (D)(1) states that "to maintain access for service vehicles, a 10 foot wide clear zone (extending 22 feet in height), must be maintained for all Active Vias." The proposed 16 ft. 4 in. travel lane meets this requirement. As for tables and chairs, the applicant has submitted specification sheets detailing a wood and metal construction, meeting the requirements.

The Willits Alley is classified as an Active Via. An Active Via is defined as an alley with a mix of uses and activities used by pedestrians/bicyclists for travel, some commercial activities, pausing for respite, outdoor dining, etc. with shared use by service vehicles (deliveries, trash removal, etc.). However, Article 3, Section 3.16 (A) states that the following uses are permitted within Active, Connecting and Destination Vias:

1. Retail sales and display;
2. Public plazas and informal gathering spaces;
3. Art display; and
4. Community Gardens.

In addition, the following uses are also permitted within Connecting and Destination Vias:

1. Outdoor dining; and
2. Special Events.

It would appear as though there is a conflict between the definition of Active Via, which includes outdoor dining, and the permitted uses of each classification of Via, which seems to preclude outdoor dining in Active Vias. **The Planning Board should discuss this inconsistency in the context of the original intent of the Activation Overlay District.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Land Survey	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Floor Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

In addition, Article 7, Section 7.26 requires applications for a Special Land Use Permit to meet the following criteria:

- The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- 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.
- The use is consistent with the public health, safety and welfare of the city.
- The use is in compliance with all other requirements of this Zoning Ordinance.
- The use will not be injurious to the surrounding neighborhood.
- The use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plan submitted, the Planning Division recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use and Final Site Plan/Design Review application for 160 W. Maple – Dick O’ Dows – with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing;
2. The Planning Board approves outdoor dining in the Willits Alley Active Via;
3. All outdoor activity must cease at the close of business;
4. The applicant must comply with the requests of all City Departments.

11.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review for 160 W. Maple – Dick O’ Dows – with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;
2. The Planning Board approves outdoor dining in the Willits Alley Active Via;
3. All outdoor activity must cease at the close of business;
4. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 160 W. Maple – Dick O’ Dows – pending receipt of the following:

1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;

OR

Motion to recommend the **DENIAL** to the City Commission the Final Site Plan & Design Review for 160 W. Maple – Dick O’ Dows – for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language (*Special Land Use Permit*)

Motion to recommend **APPROVAL** to the City Commission the Special Land Use Permit for 160 W. Maple – Dick O’ Dows – subject to the conditions of Final Site Plan & Design Review approval.

OR

Motion to **POSTPONE** the Special Land Use Permit for 160 W. Maple – Dick O’ Dows – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend **DENIAL** to the City Commission the Special Land Use Permit for 160 W. Maple – Dick O’ Dows – for the following reasons:

1. _____
2. _____
3. _____

**Zoning Compliance Summary Sheet
Final Site Plan Review
160 W. Maple – Dick O’ Dows**

Existing Site: 1-Story Commercial Building

Zoning: B4 (Business-Residential) & D4 (Downtown Overlay)

Land Use: Commercial

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Mixed Use	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

Land Area: Existing: 0.02 ac.
Proposed: 0.02 ac.

Dwelling Units: Existing: 0 units
Proposed: 0 units

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: 100% for commercial, office
Proposed: 100% Commercial (900 sq. ft.)

Min. Open Space: Required: N/A
Proposed: N/A

Max. Lot Coverage: Required: N/A
Proposed: N/A

Front Setback:	Required:	0 ft.
	Proposed:	0 ft. (no changes proposed)
Side Setbacks	Required:	0 ft.
	Proposed:	0 ft. (no changes proposed)
Rear Setback:	Required:	Equal to adjacent buildings
	Proposed:	5 ft. (no changes proposed)
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	80 ft., 5 stories
	Proposed:	16 ft., 1 story (no changes proposed)
Min. Eave Height:	Required:	58 ft.
	Proposed:	14 ft. (no changes proposed)
Floor-Ceiling Height:	Required:	12 ft.
	Proposed:	None listed
Front Entry:	Required:	On frontage line
	Proposed:	On frontage line (no changes proposed)
Absence of Bldg. Façade:	Required:	32 in. screenwall
	Proposed:	N/A
Opening Width:	Required:	25 ft.
	Proposed:	N/A
Parking:	Required:	0 spaces
	Proposed:	0 spaces (no changes proposed)
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	N/A
Parking in Frontage:	Required:	Off-street parking contained in the first story shall not be permitted within 10 feet of any building facade on a frontage line or between the building facade and the frontage line.
	Proposed:	No parking in 1st story (no changes proposed)
Loading Area:	Required:	None
	Proposed:	None
Screening:		

Parking: Required: 32 in. masonry screen wall
Proposed: N/A

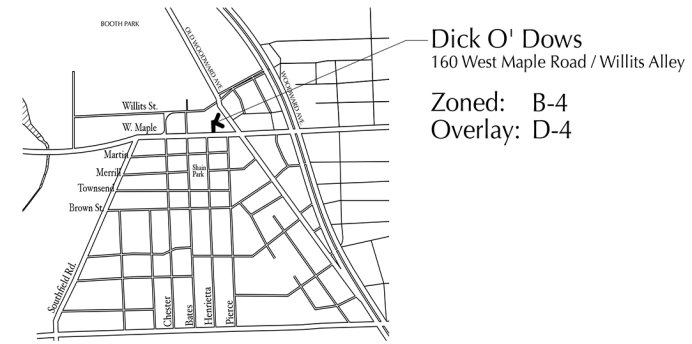
Loading: Required: Minimum 6 ft. screen wall
Proposed: N/A

Rooftop Mechanical: Required: Fully screened from public view
Proposed: None (no changes proposed)

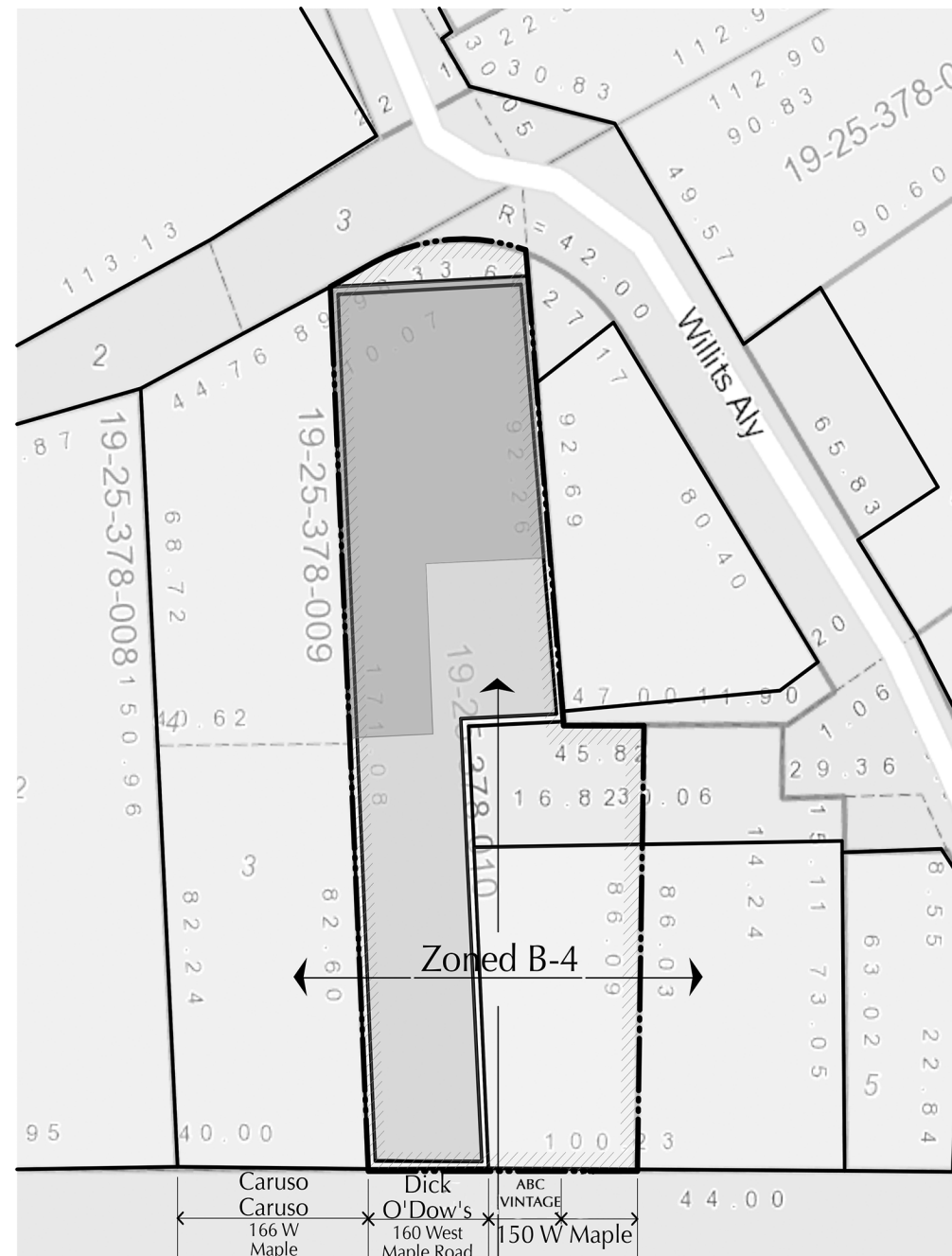
Elect. Transformer: Required: Obscured from public view
Proposed: N/A

Dumpster: Required: 6 ft. masonry w/ wood gate
Proposed: None (no changes proposed)

Dick O'Dows
160 West Maple
Birmingham, Michigan 48009



Location Map



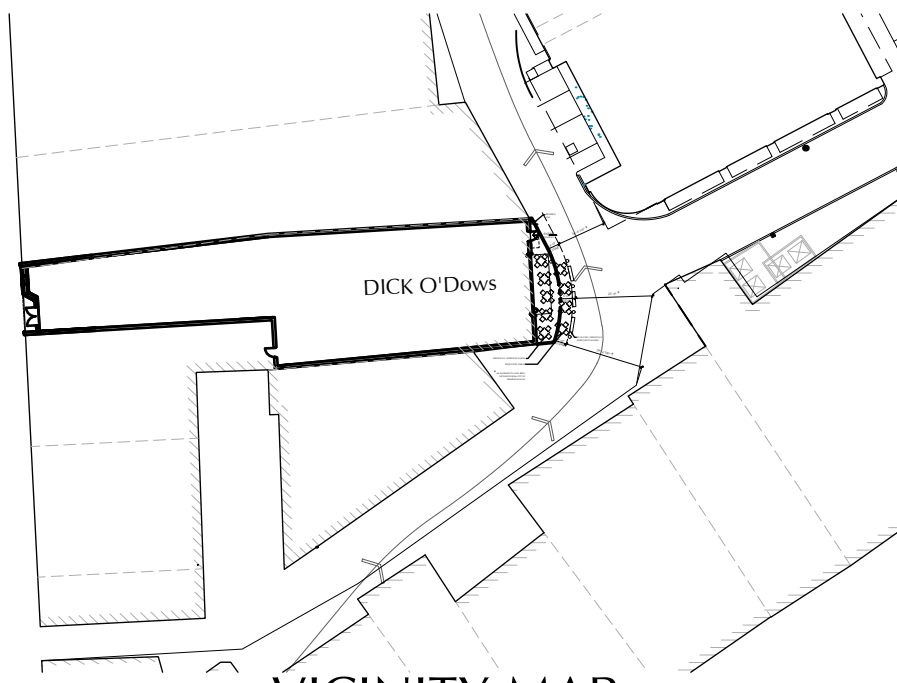
West Maple Road
Site Plan



Dick O'Dows
 160 West Maple
 Birmingham, Michigan 48009

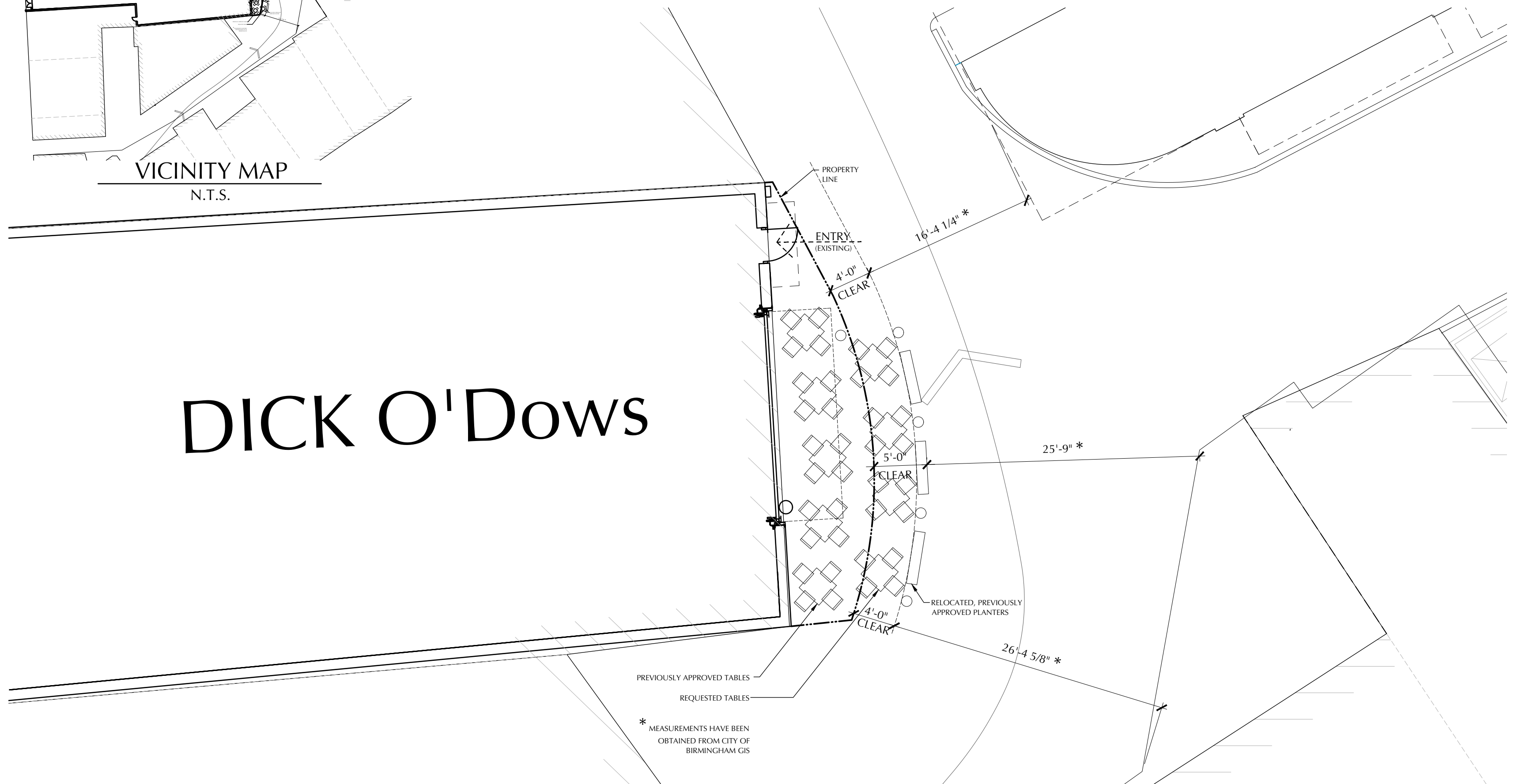
SEAT COUNT:

TABLE TYPE	No. OF TABLES	No. OF SEATS
4-TOP TABLE	5 (PREVIOUSLY APPROVED)	20 SEATS
	4 (REQUESTED)	16 SEATS
TOTAL	9	36 SEATS



VICINITY MAP
 N.T.S.

DICK O'DOWS



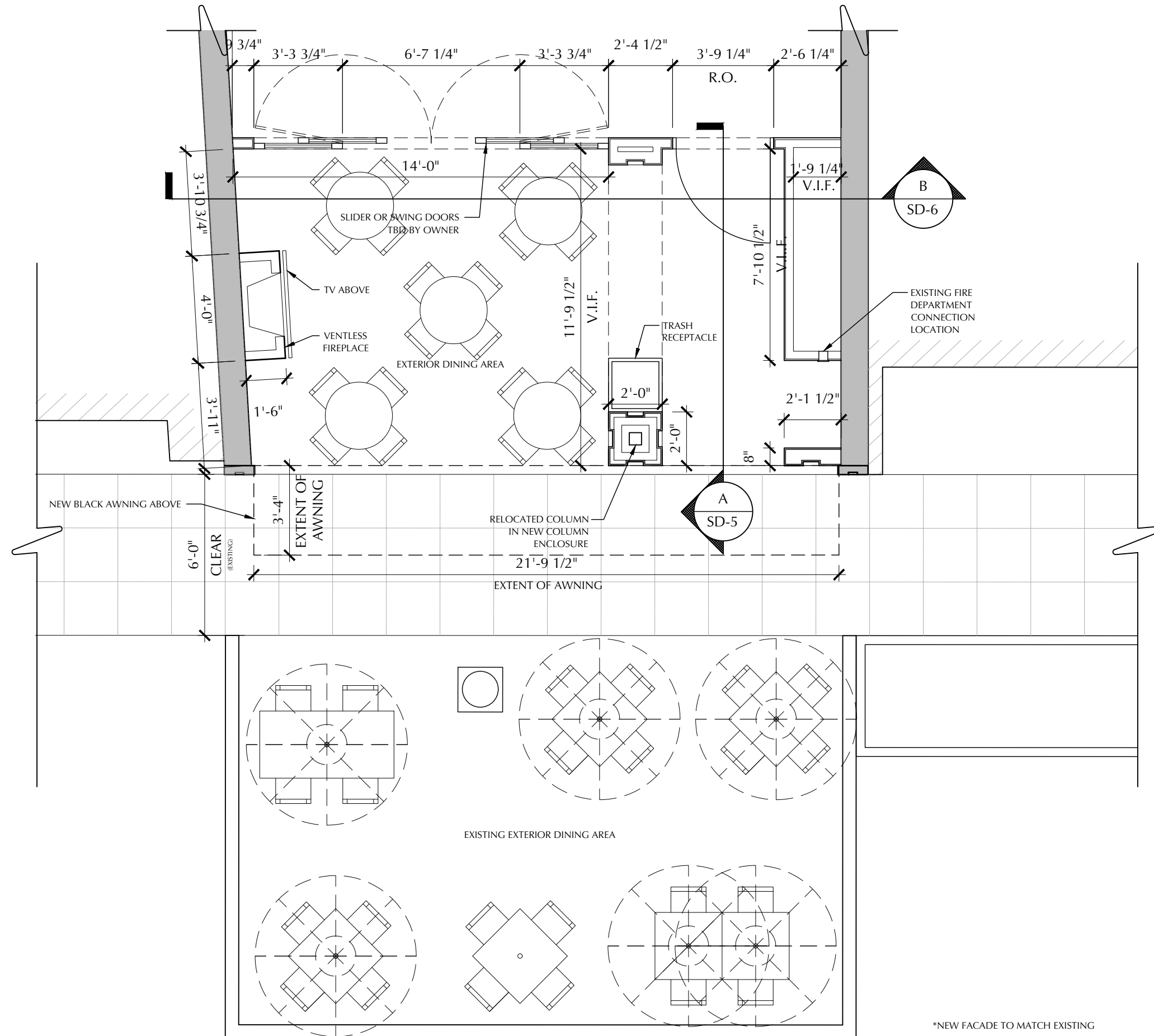
PROPOSED EXTERIOR DINING PLAN

SCALE: 1/8" = 1'-0"

CHRISTOPHER J LONGE AIA
 ARCHITECTURE
 INTERIORS
 124 Peabody, Birmingham, Michigan 48009 248.258.6940

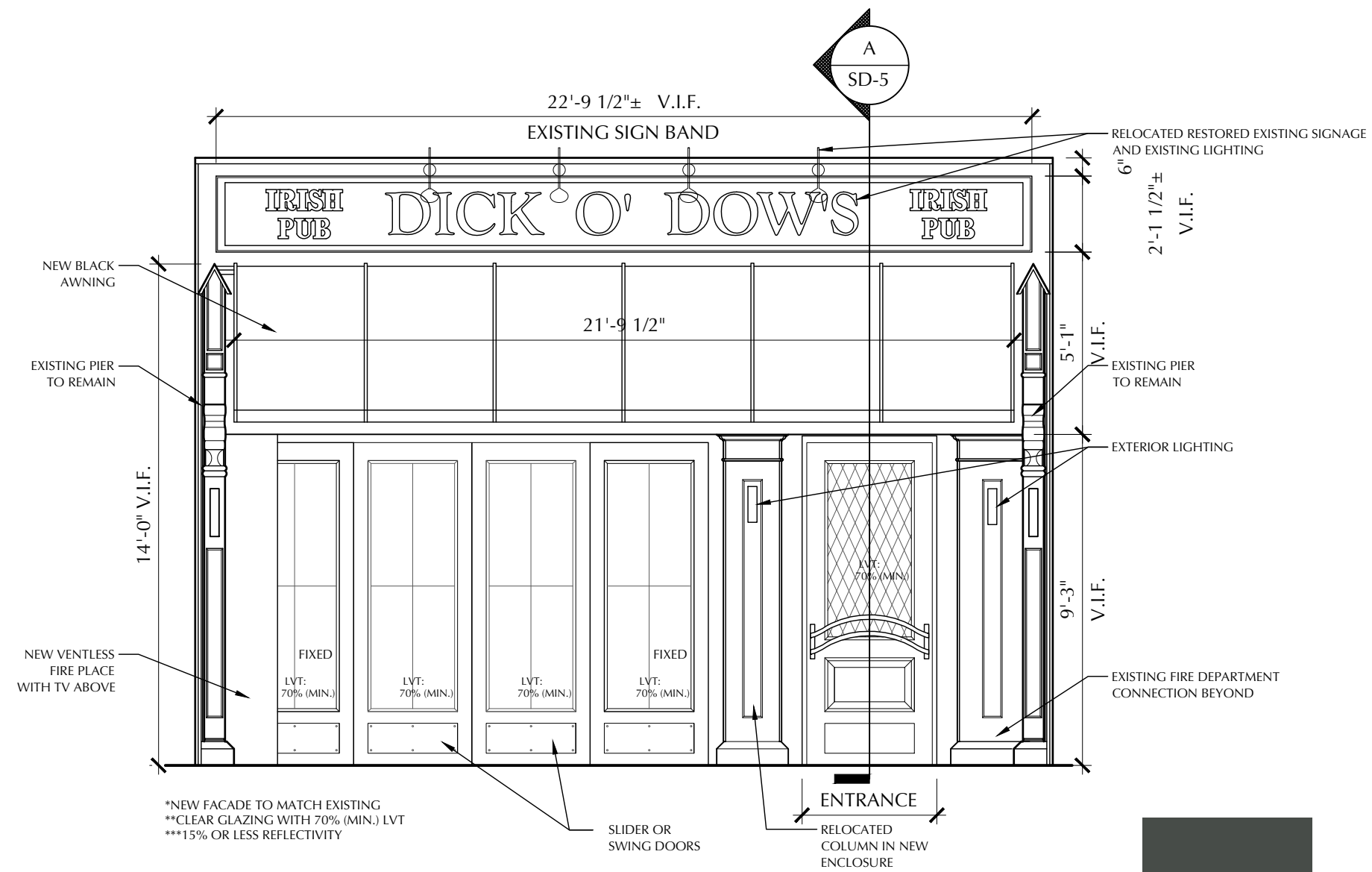
09.07.2021
 SD.1

Dick O'Dows
 160 West Maple
 Birmingham, Michigan 48009

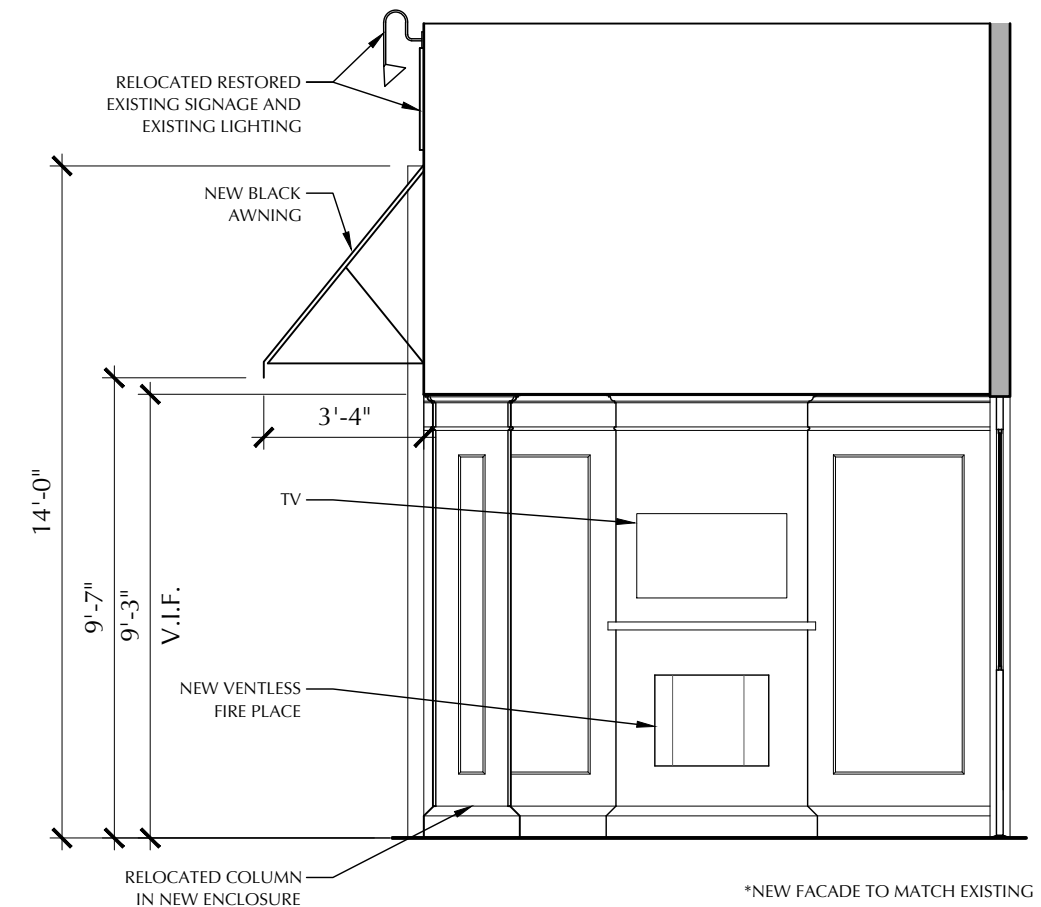


PROPOSED FLOOR PLAN

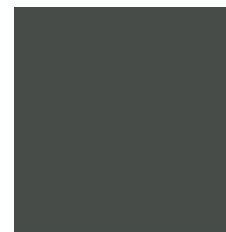
Dick O'Dows
160 West Maple
Birmingham, Michigan 48009



ELEVATION: A

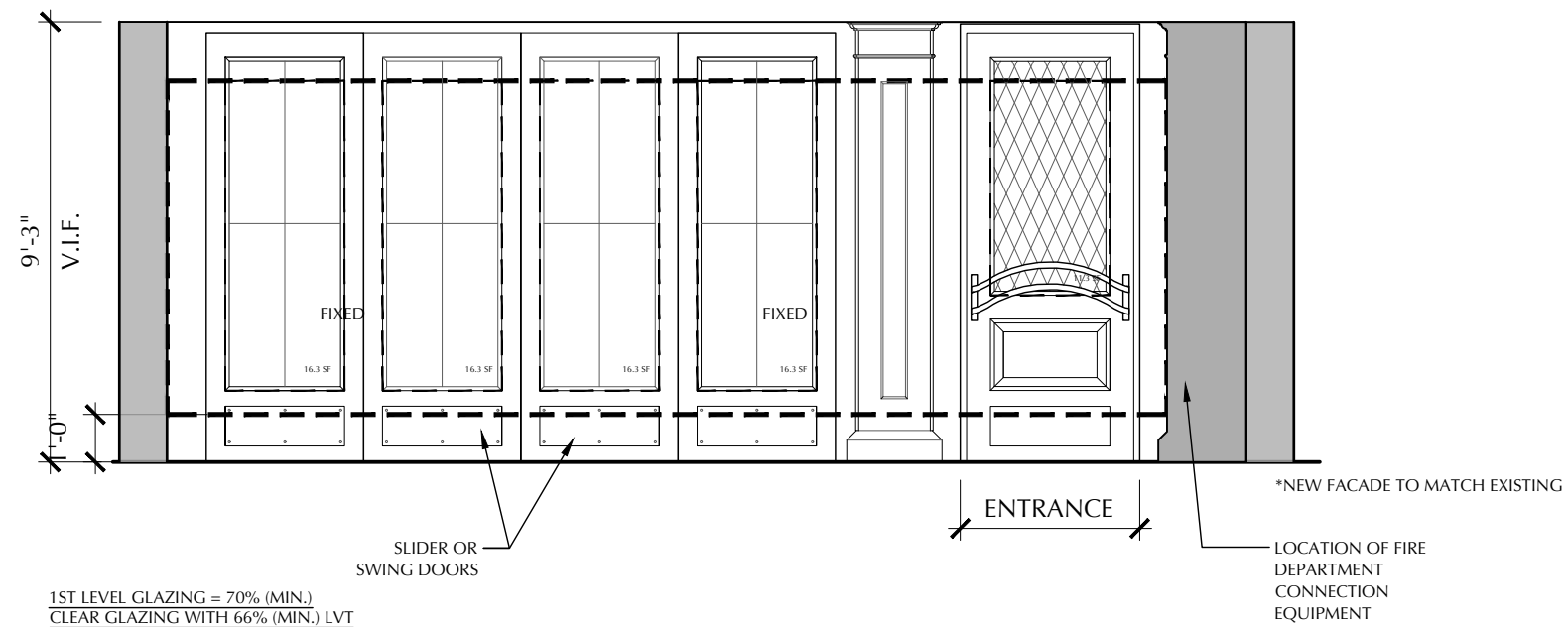


SECTION: A



EXISTING COLOR SAMPLE FOR NEW FACADE

Dick O'Dows
160 West Maple
Birmingham, Michigan 48009



1ST LEVEL GLAZING = 70% (MIN.)
CLEAR GLAZING WITH 66% (MIN.) LVT
15% OR LESS REFLECTIVITY

MAPLE STREET GLAZING FROM 1'-0" TO 8'-0"

ABOVE GRADE IN ACCORDANCE WITH THE ORDINANCE:

GLASS SF = 76.5 SF SOLID = 147 SF

76.5 SF / 147 SF = 52%

SECTION B

CHRISTOPHER J LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

SCALE: 1/4" = 1'-0"

09.22.2021
SD.6

Transmittal Memorandum

To: Nicholas J. Dupuis **From:** Erica King

Re: 160 West Maple - Dick O-Dows - Design Review

Date: September 20, 2021

Project No: CJLA-2108

Project Title: Dick O-Dows Renovation & Rear Exterior Dining

160 West Maple
Birmingham, Michigan 48009

Transmitted: (2) Printed revised sheets

Notes / Comments:

Please see the revised sheets for the Dick O Dows Renovation and rear dining.

Revision are based on the August 25, 2021 Planing Board Meeting

Rear Dining:

SD-1: Relocated/previously approved planters have been added to plan

Storefront Renovation:

SD-4: Table have been placed within the property line.

SD-5: The LVT value has been changed.

SD-6: Glazing calculations have been added.

Also included is the glazing specification.

160 West Maple Dick O'Dows

Make-up Name	Glass 1 & Coating	Glass 2 & Coating	Visible Light				Ultraviolet	Solar Energy						Thermal Properties			Light to Solar Gain (LSG)	Sound Transmission Class (STC)	
			Transmittance	Reflectance		Color Rendering Index (R _a)		Trans UV (τ _{UV} %)	Transmittance	Reflectance		Absorbance	Solar Heat Gain Coefficient (SHGC)	Shading Coefficient (sc)	Relative Heat Gain (RHG)	U-Value			R-Value Winter Night (hr-ft ² -F/Btu)
				Visible (τ _v %)	ρ _v % out		ρ _v % in			Solar (τ _e %)	ρ _e % out					ρ _e % in	Solar (α _e %)	Winter Night (Btu/hr-ft ² -F)	
160 West Maple Renovation	Guardian Clear Glass (North America)	Guardian Clear Glass (North America)	80	15	15	96.9	51	67	13	13	20	0.74	0.85	178	0.473	0.498	2.11	1.09	34

Calculation Standard: NFRC 2010

160 West Maple Renovation

Outdoors

GLASS 1	Guardian Clear Glass (North America)		#1 ----
	Thickness = 1/4" (6mm)		#2 ----
GAP 1	100% Air, 1/2" (12.7mm)		
GLASS 2	Guardian Clear Glass (North America)		#3 ----
	Thickness = 1/4" (6mm)		#4 ----
Total Unit (Nominal) = 1 in			Slope = 90°
Estimated Nominal Glazing Weight: 5.75 lb/ft ²			Window Height = 1 meter

Indoors

Important Notes

Calculations and terms in this report are based on NFRC 2010. The performance values shown above represent nominal values for the center of glass with no spacer system or framing.

Laminated products:

The Performance Calculator allows the user to model a wide variety of laminated glass makeups using different float glass substrates, coatings and interlayer material, including those makeups where the coating faces the interlayer. It is the user's responsibility to assess whether the laminated glass makeup meets relevant regional standards and complies with applicable laminated glass safety regulations.

In addition, when the laminated glass makeup includes a coating facing the interlayer material, there may be a loss of thermal insulation performance and a color change compared to non-embedded coated glass.

Non-specular products (translucent or diffuse):

The performance measurement for non-specular (translucent or diffuse) materials such as translucent interlayers or acid etched glass surface, or surface with ceramic frit is limited by the current experimental technologies. Since measurements capture physically only a part of the resulting radiation, calculated performance results provided herein and based on such measurements are not compliant with any standard (including EN 410) and may only be used as a general reference. Actual values may vary significantly based upon exact fabrication process, as well as type, thickness and color of used non-specular material.

Please note that the Thermal Stress Guideline is only a general guide to the thermal safety of a glazing, and it is not a replacement for detailed thermal stress analysis.

Explanation of Terms

Visible Light Transmittance (Tv, %) is the percentage of incident light in the wavelength range of 380 nm to 780 nm that is transmitted by the glass.

Ultraviolet (UV) Transmittance (Tuv, %) is the percentage of the incident solar radiation transmitted by the glazing in the 300 nm to 380 nm range.

Solar Energy Direct Transmittance (Te, %) is the percentage of incident solar energy in the wavelength range of 300 nm to 2500 nm that is directly transmitted by the glass.

Visible Light Reflectance Outdoors/Indoor (Rv out/in, %) is the percentage of incident visible light directly reflected by the glass.

Solar Direct Reflectance Outdoors/Indoors (Re out/in, %) is the percentage of incident solar energy directly reflected by the glass.

Solar Energy Absorptance (Ae, %) is the percentage of the sun's energy that is absorbed by glass.

U-Value is the glazing parameter that characterizes the heat transfer through the central part of the glazing, i.e. without edge effects, and expresses the steady-state density of heat transfer rate per temperature difference between the environmental temperatures on each side. US Standard units are Btu/hr-ft²-F and SI / Metric units are W/m² K.

Relative Heat Gain (RHG) is the total net heat gain to the indoors due to both the air-to-air thermal conductance and the solar heat gain. US Standard units are Btu/hr.ft² and SI / Metric units are W/m².

Shading Coefficient (sc) is Solar Factor divided by 0.87. It is a measure of the solar heat gain referenced to 3 mm clear glass which has the designated value of 1.00.

Solar Heat Gain Coefficient (SHGC) is the sum of the solar direct transmittance and the secondary heat transfer factor of the glazing towards the inside, the latter resulting from heat transfer by convection and longwave IR-radiation of that part of the incident solar radiation which has been absorbed by the glazing.

Light-to-Solar Gain (LSG) is the ratio of visible light gain to solar gain. $LSG = (\text{Visible Transmittance}) / (\text{SHGC})$

Color Rendering Index in transmission, D65 (Ra) is the change in color of an object as a result of the light being transmitted by the glass.

Weighted Sound Reduction Index (Rw) is a single-number quantity which characterizes the airborne sound insulation of a material or building element over a range of frequencies.

Sound Transmission Class (STC) is a single-number quantity which characterizes the airborne sound insulation of a material or building element over a range of frequencies.

Disclaimer

This performance analysis is provided for the limited purpose of assisting the user in evaluating the performance of the glass products identified on this report.

Spectral data for products manufactured by Guardian reflect nominal values derived from typical production samples or CE Initial Type Testing and subject to variations due to manufacturing and calculation tolerances. Spectral data for products not manufactured by Guardian were derived from the LBNL International Glazing Database and have not been independently verified by Guardian. Guardian recommends a full-size mock-up be approved.

The values provided herein are generated according to established engineering practices and applicable calculation standards. Many factors may affect glazing characteristics, including glass size, building orientation, shading, wind speed, type of installation, production process and others. The applicability and results of the analysis are directly related to user inputs and any changes in actual conditions can have a significant effect on the results. It is the responsibility of the users of the analysis to ensure that the intended application is appropriate and complies with all relevant laws, regulations, standards, codes of practices, processing guidelines and other requirements. Guardian makes no guarantee that any glazing modeled herein is available from Guardian or any other manufacturer. The user has the responsibility to check with the manufacturer regarding availability of any glass type or make-up.

While Guardian has made a good faith effort to verify the reliability of the tools used for this analysis, they may contain unknown programming errors that could result in inaccurate results. The user assumes all risk relating to the results provided and is solely responsible for selection of appropriate products for user's application. Guardian makes no express or implied warranty of any kind with respect to the tools used by Guardian and this analysis. There are no warranties of merchantability, non-infringement or fitness for a particular purpose with respect to the tools used by Guardian and this analysis and no warranty shall be implied by operation of law or otherwise. The only warranties applicable to Guardian products are those separately provided in writing for each product. In no event shall Guardian be liable for direct, indirect, special, consequential or incidental damages of any kind relating to or resulting from

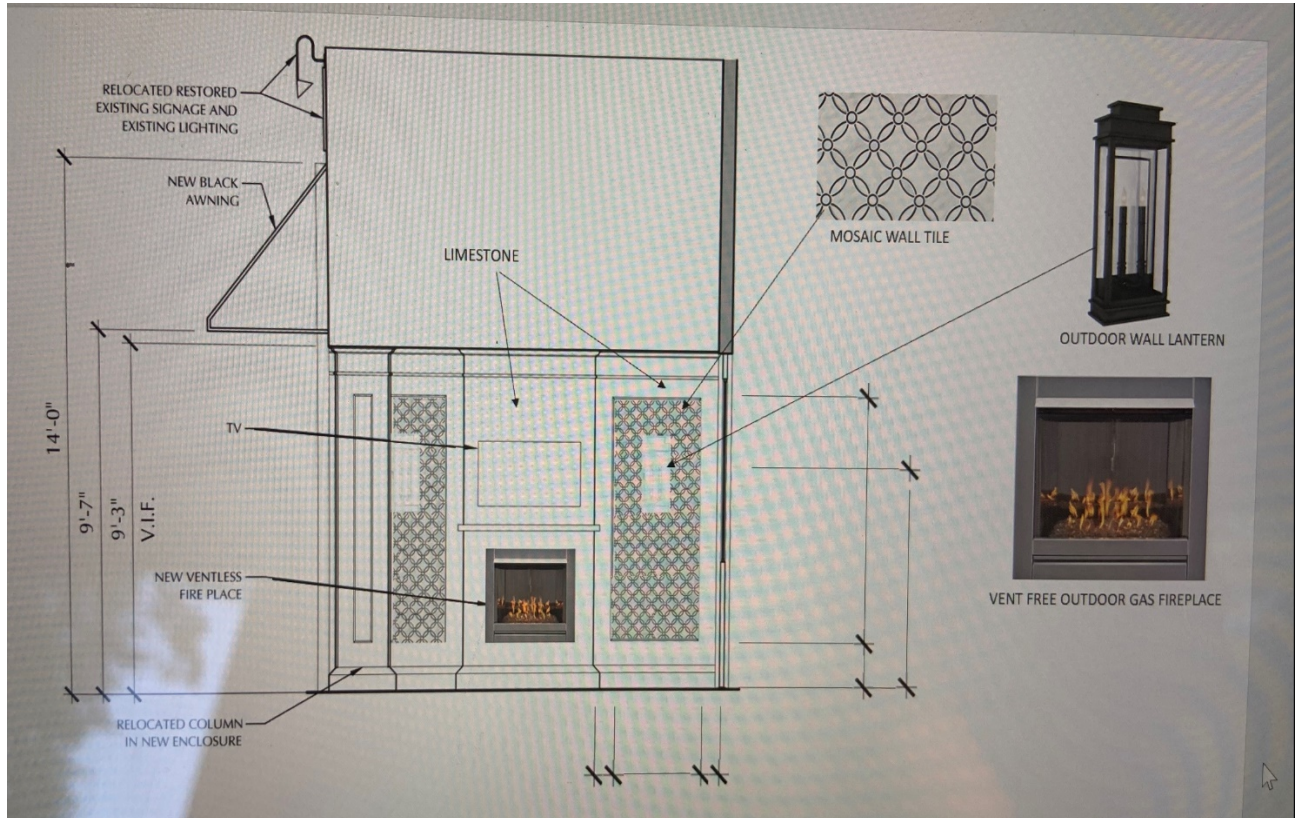
use of Guardian tools and analyses.

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Program Version: 4.1.0.9193

Database Version: 20210914

FEATURE WALL



FIREPLACE-FEATURE WALL



Primeless Chimney-Free Stainless
Outdoor Gas Fireplace Insert With
Reflective Crystalline Glass Media 20000
BTU Manual Control Mode
30000SS

The Primeless Chimney-Free stainless steel outdoor gas fired fireplace insert is the first affordable fireplace designed to resist the elements for outdoor use. The outdoor zero-clearance fireplace insert uses parts and materials that are made from 304 grade stainless steel sourced in the US. This assures a long and reliable life in the outdoor environment.

The reflective and airtight fire glass corner seats a most efficient for a classed modernized element to an outdoor space. The best stunning effect is created as the reflective glass emits a mesmerizing sparkle

to protect the fireface insert. The smoothed corner is made from 304 stainless steel and reduces 2000 BTU.

The fireface front panel has a brushed stainless finish that will enhance any kitchen or outdoor living room. The inner fireface panels are made from a bright reflective stainless steel that will irreflex the flames on all sides of the fireface allowing the entire room to glow with fireface room carriers and less.

Men and women alike can relax and enjoy their new outdoor living space while watching the flames dancing throughout the large red reflective crystal fire glass media that comes standard with our fireface.

This Product Is Proudly Assembled in the USA Using Parts Manufactured in the USA!

- Designed and engineered, assembled and Tested in the USA.
- Staffed by American workers in an American factory, assembled and test our products.
- On our website, all materials and parts are used in the American production of our products.
- Our factory features state of the art American production equipment.
- Product sales from our domestic warehouse in Pennsylvania.

Product Features:

- 20000 BTU Max Output.
- Controlled Air Intake as Operation
- Solid Propane LP Conversion Kit Included
- Manual On/Off as Control Panel
- 304 Stainless Steel Smoothed Corner
- Zero Clearance Fireface Insert Design
- Stainless Steel Draw Screen Carrier
- Viewing Area 20 1/2" W x 20 1/8" H
- Venting Through Vent Free
- No Chimney or Venting required
- Reflective Stainless Steel Fireface Panels
- Glass Media Corner Pan creates a beautiful large red glowing effect

- Space saving design of the siphon grille of the fire inserts takes less in space
- Includes a drain trap to direct any water or moisture that collects beneath the fire
- The saving design less than 100 lbs weight maintaining an ideal effect
- Easy start ignition with a battery assisted Piezo igniter
- ISI 21.9 listed PPS Certified
- Product Dimensions 19" Front Width with front panel installed 21.8" Rear Width 19" Height 11" Depth
- Product Weight lbs.
- Outdoor vent free fireplace Model 0SS
- Some assembly required
- Manufactured in the USA
- 1 Year Limited Warranty

10 lbs. Pre-ignition Reflective Ceramic Green Model 1RMM
 Comes Standard with Model 0SS Outdoor fireplace

LOG & GRATE UPGRADE

lbs. Concrete Set for Stainless Outdoor fireplace with
 Stainless Steel grate Model 0SS

FIBER BRICK LINERS

lb. Fiber liner Intake Red Model 0R

lb. Fiber liner Sandstone Model 0S

lb. Fiber liner Slate Gray Model 0S

FEATURE WALL LIGHTING



SP CI IC TIO S

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9" 20" Rectan e

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- **APPROX SIZE**
- 11 x 11

- **BRAND**
- Rush River

- **EDGE**
- Rectified

- **FINISH**
- Polished

- **MATCHING TRIM**
- No

- **MATERIAL TYPE**
- Marble

- **PIECE PER BOX**
- **10**

C

CEILING AND SECOND WALL

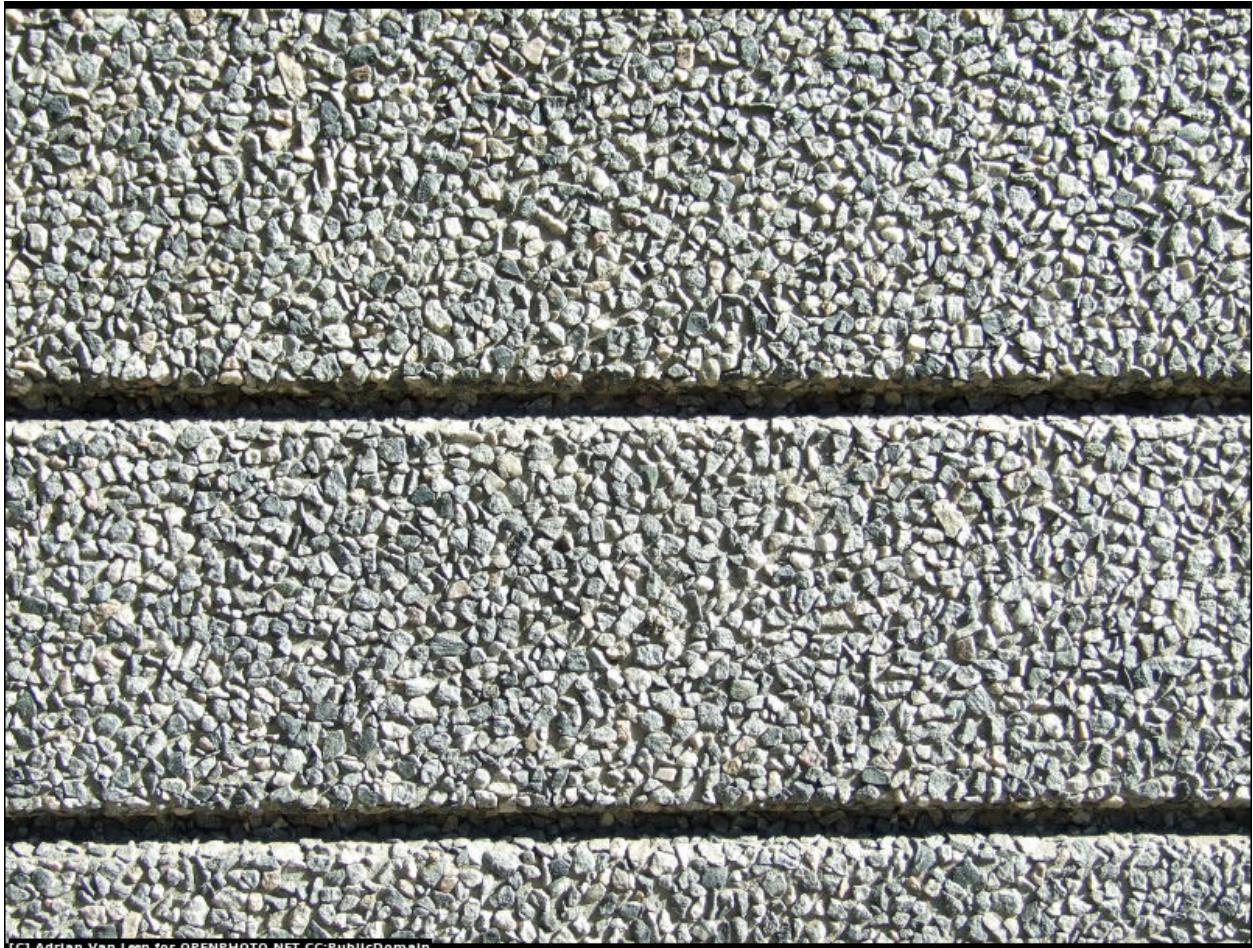


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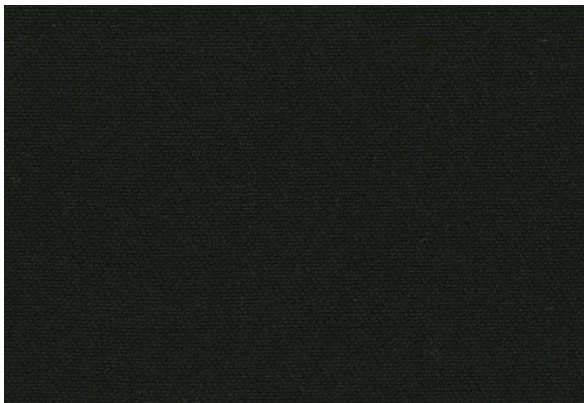
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- This fabric has passed impact resistance testing in accordance with AATCC 42 and 12.

Level	Test	Liquid Challenge	Result
1	AATCC 42 Impact Penetration	Water	≤4.5g
2	AATCC 42 Impact Penetration AATCC 127 Hydrostatic Pressure	Water Water	≤1.0g ≥20cm
3	AATCC 42 Impact Penetration AATCC 127 Hydrostatic Pressure	Water Water	≤1.0g ≥50cm

DOOR WINDOW ORIGINAL BI-FOLD DOOR

Origin Bi-Fold Door

Unlike any other door, our bi-folds provide a completely uninterrupted view when open, and the flexibility to enjoy your indoor and outdoor space as one. The large expanses of glass sit within an ultra-strong aluminium profile.



Profile Specification Features Options and extras Outer Frame Depth 75mm Sash Depth 59mm Individual Sash Sightline 49mm Hingestile Glass to Glass Sightline 110mm Track Height (not including rebate) 50mm Weathered Threshold Height (including 18mm upstand) 67mm (including rebate) Non-weathered Threshold Height 50mm Mobility Threshold Height 20mm Up to a 20-year guarantee** Hafi stainless steel handle as standard The doors are bottom running and incorporate a unique free glide carriage

assembly, which uses acetal rollers with sealed SKF stainless steel bearings on an 8mm hardened stainless steel axle Square bead internally Packaged in kit form for easy transportation and installat



Interior Paint color See new Mac Magic

<https://www.serwinwifa.com/owners-center/index.html#recommendsaintcolors>
[a SW 991 Mac Magic](#)



Recessed Recessed Heater in ceiling



18R Recessed Electric In-Patio Heater R-Dtec

\$80.00

Wattage 1800W

Voltage 220/240V

Gas 8" x 8"

Power Type Piped Hard Wired

Power Source Direct Connection

IP Water Resistant Protected Against Spas in Water

Remote Control Included

Mounting Kit Materials Included

On-Demand in Mac

FURNITURE-SAME AS EXSITING ON MAPLE PATIO

New England Collection Outdoor Side Chair with Barn Wood-Inspired Poly Slats

East Coast Chair & Barstool

(No reviews yet) [Write a Review](#)

SKU: W-NEWEN-SCH-BLK-BARN

Shipping: [LTL Freight](#)

Usage: Outdoor

[Spec Sheet](#)

- Black Powder Coated Frame
- Barn Wood-Inspired Poly Lumber Slats
- Ribbed Legs Offer Additional Support



New England Collection Outdoor Round Table Top with Barn Wood-Inspired Poly Slats

East Coast Chair & Barstool

(No reviews yet) [Write a Review](#)

SKU: W-NEWEN-R-BLK-BARN

Shipping: [LTL Freight](#)

Usage: Outdoor

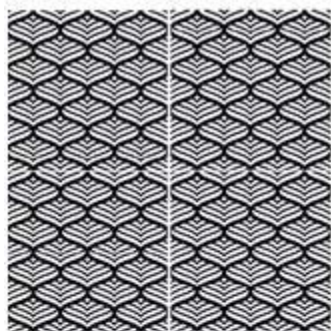
[Spec Sheet](#)

- Black Powder Coated Frame
- Barn Wood-Inspired Poly Lumber Slats
- Umbrella Hole Optional for 36" Table Top



DICK O DOWS TILE ACCENT WALL _ORIGINAL C

ACCENTS (Shown as a group of 4 pieces)



Feathers
Black & White
ELO DEBW FEATHERS



Original B
Black, Grey & White
ELO DEBG ORIGINALB



Original B
Light Blue
ELO DELB ORIGINALB



Original C
Grey
ELO DEGR ORIGINALC



Original D
Grey
ELO DEGR ORIGINALD



Original D
Taupe
ELO DETA ORIGINALD



Original Z
Black & White
ELO DEBW ORIGINALZ



Restored M
Black, Grey & White
ELO DEBG RESTORED M

TECHNICAL INFORMATION

V2 Slight Variation

Suitable for all residential applications as well as medium commercial and light institutional.

Full Cartons Only

Frost Resistant

DCOF: ≥ 0.42

Value Priced Product

FINISH

Matte

See for full collection. Lead times may vary.

DECO ANTHOLOGY STOCK PORCELAIN CERAMIC TILES INTERNATIONAL

CTI.DECO-ANTHOLOGY.PORCELAIN.MAIN.jpg

TECHNICAL INFORMATION

V1 Uniform Appearance

Black is suitable for countertops, walls and floors for normal foot traffic.

Grey, Light Blue, Taupe and all decos are suitable for all residential applications as well as medium commercial and light institutional.

White is suitable for all residential and heavy commercial and institutional foot traffic.

Full Cartons Only

Frost Resistant

DCOF: ≥ 0.42

SIZE/DESCRIPTION

8" x 8"

ACCENTS

8" x 8" Feathers

8" x 8" Original B

8" x 8" Original C

8" x 8" Original D

8" x 8" Original Z

8" x 8" Restored M

8" x 8" Starlight

FINISH

Matte

See for full collection. Lead times may vary



INDIANA GEOLOGICAL SURVEY

611 N. Walnut Grove Ave., Bloomington, IN 47405-2208 · (812) 855-7636
<http://igs.indiana.edu> · IGSinfo@indiana.edu

July 23, 2015

Tim Sproull

Indiana Limestone Company

The Indiana Geological Survey performed standard ASTM test C97 Absorption and Bulk Specific Gravity, C99 Modulus of Rupture, C170 Compressive Strength, C241 Abrasion Resistance of Stone Subjected to Foot Traffic, and C880 Flexural Strength of Dimension Stone on specimens of stone known as Salem Limestone originating from the Indiana Limestone Company Central (Victor) quarry. Analysis of stone in this report was completed on July 23 2015. The results are included below.

C99, C170, and C880 specimens were tested with a model 60 BTE Baldwin-Satec hydraulic press using the required fixtures and ASTM procedures for these tests. Standard ASTM E4 is used to calibrate this press on a yearly basis. The required balance and water bath were used for ASTM C-97 specimens. The accuracy of load values for test specimens was +/- 0.5% for C99, C170, and C880.

Sincerely,

Drew M. Packman

Materials Testing Facility Coordinator

Indiana Geological Survey



INDIANA UNIVERSITY



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BUFF

C97 – Absorption and Bulk Specific Gravity

	Absorption (%)	Bulk Specific Gravity
001	4.91	2.27
002	4.79	2.28
003	4.84	2.27
	AVG=4.84	AVG= 2.27
	Low=4.79	Low= 2.27
	High=4.91	High= 2.28

C99 – Modulus of Rupture

	Wet Perpendicular (psi)
004	663
005	712
006	609
007	634
008	648
AVG	653
	Wet Parallel (psi)
009	704
010	744
011	764
012	658
013	763
AVG	727
	Dry Perpendicular (psi)
014	776
015	806
016	832
017	797
018	1004
AVG	843
	Dry Parallel (psi)
019	809
020	776
021	794
022	743
023	801
AVG	784





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C170 – Compressive Strength

Wet Perpendicular (psi)

024	6317
025	4612
026	6745
027	5527
028	5476
AVG	5735

Wet Parallel (psi)

029	4257
030	4423
031	6243
032	3396
033	5150
AVG	4693

Dry Perpendicular (psi)

034	4325
035	7615
036	7261
037	7083
038	6622
AVG	6581

Dry Parallel (psi)

039	6552
040	3155
041	6366
042	6184
043	6972
AVG	5845

C241 – Abrasion Resistance to Foot Traffic

Dry Perpendicular (%)

047	6.7
048	7.2
049	7.1
AVG	7.0

Dry Parallel (%)

044	7.0
045	7.1
046	7.2
AVG	7.1





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C880 – Flexural Strength

	Wet Perpendicular (psi)
050	462
051	611
052	489
053	564
054	598
AVG	544

	Wet Parallel (psi)
055	562
056	555
057	577
058	521
059	569
AVG	556

	Dry Perpendicular (psi)
060	745
061	702
062	562
063	728
064	816
AVG	716

	Dry Parallel (psi)
065	682
066	661
067	708
068	791
069	692
AVG	706





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GRAY

C97 –Absorption and Bulk Specific Gravity

	Absorption (%)	Bulk Specific Gravity
001	4.62	2.31
002	4.57	2.32
003	4.60	2.32
	AVG=4.60	AVG= 2.32
	Low=4.57	Low= 2.32
	High=4.62	High= 2.32

C99 – Modulus of Rupture

	Wet Perpendicular (psi)
004	819
005	808
006	816
007	769
008	752
AVG	793
	Wet Parallel (psi)
009	729
010	814
011	778
012	747
013	750
AVG	764
	Dry Perpendicular (psi)
014	966
015	932
016	859
017	857
018	867
AVG	793
	Dry Parallel (psi)
019	940
020	943
021	946
022	913
023	871
AVG	922





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C170 – Compressive Strength

	Wet Perpendicular (psi)
024	6254
025	5962
026	5677
027	5410
028	5009
AVG	5662

	Wet Parallel (psi)
029	4230
030	4339
031	3995
032	3862
033	3649
AVG	4015

	Dry Perpendicular (psi)
034	6431
035	7550
036	4763
037	7115
038	7060
AVG	6583

	Dry Parallel (psi)
039	5414
040	6297
041	5969
042	4801
043	3892
AVG	5274

C241 – Abrasion Resistance to Foot Traffic

	Dry Perpendicular (%)
047	10.1
048	10.6
049	10.5
AVG	10.4

	Dry Parallel (%)
044	8.5
045	9.0
046	8.7
AVG	8.7





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C880 – Flexural Strength

	Wet Perpendicular (psi)
050	648
051	573
052	552
053	548
054	605
AVG	585
	Wet Parallel (psi)
055	614
056	635
057	539
058	589
059	579
AVG	591
	Dry Perpendicular (psi)
060	672
061	648
062	616
063	683
064	727
AVG	669
	Dry Parallel (psi)
065	844
066	800
067	838
068	745
069	742
AVG	793











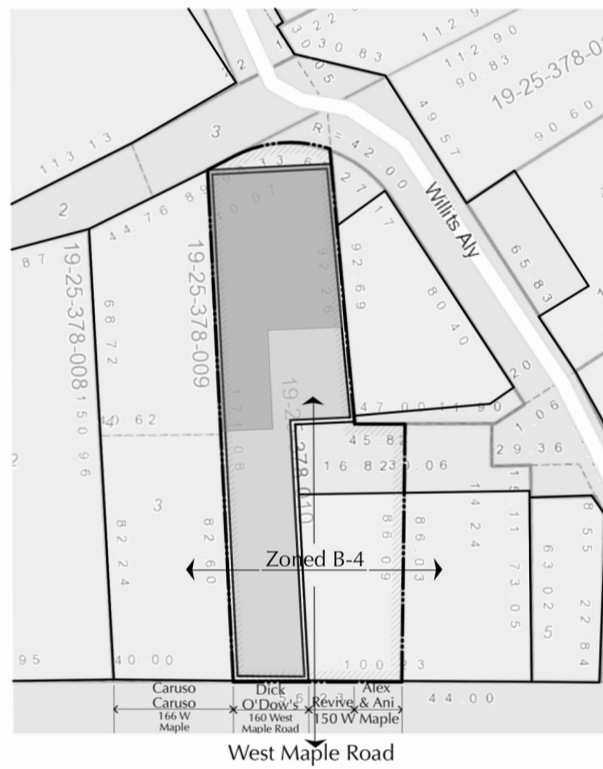
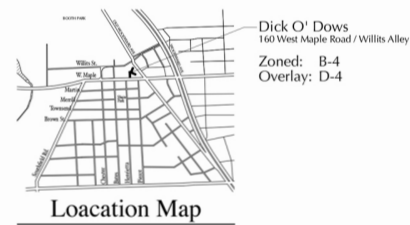






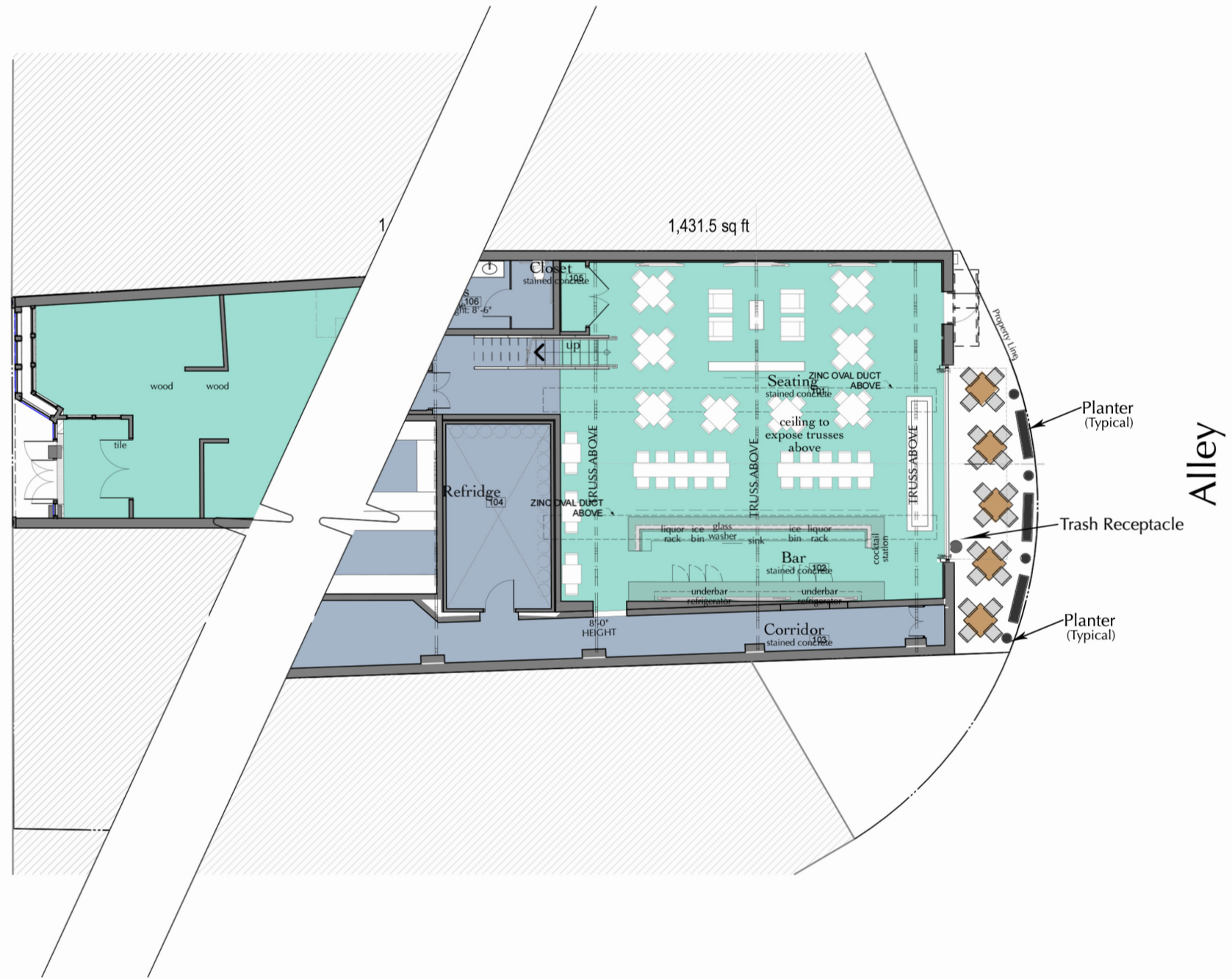
O' Dow's Exchange

160 West Maple Road / Willis Alley
Birmingham, Michigan 48009



Site Plan

West Maple



1st Floor - Proposed

1/8" = 1'-0"



CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940





Special Land Use Permit Application Planning Division

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

1. Applicant

Name: Mitchell Black
Address: 160 W. Maple Rd
Birmingham MI 48009
Phone Number: _____
Fax Number: _____
Email address: _____

2. Property Owner

Name: Dave Levinson
Address: 2816 Hudders Cove
Beverly Hills MI
Phone Number: 248-766-2226
Fax Number: _____
Email address: N/A

3. Applicant's Attorney/Contact Person

Name: _____
Address: N/A
Phone Number: _____
Fax Number: _____
Email address: _____

4. Project Designer/Developer

Name: Chris Long
Address: Birmingham MI 48009
Phone Number: 248-330-9595
Fax Number: _____
Email address: Cjlonge@cjlong@aiaa.com

5. Required Attachments

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

6. Project Information

Address/Location of the property: 160 W. Maple
Birmingham MI 48009
Name of development: Pack. 0 rows
Sidwell #: _____
Current Use: _____
Proposed Use: patio
Area of Site in Acres: 900 sq ft
Current zoning: _____
Is the property located in the floodplain? _____
Name of Historic District Site is located in: _____
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? _____
Date of Application for SLUP: _____
Date of SLUP Approval: _____
Date of Last SLUP Amendment: _____
Will proposed project require the division of platted lots? _____
Will proposed project require the combination of platted lots? _____

7. Details of the Proposed Development (attach separate sheet if necessary)

We would like to add an addition 4 tables with an addition 22 seats. We are requesting to use 5ft of city property in the Willits Alley which we used the same area during COVID

8. Buildings and Structures

Number of Buildings on Site: 1
Height of Buildings & # of Stories: 1

Use of Buildings: _____
Height of Rooftop Mechanical Equipment: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: _____
Number of square feet per upper floor: _____
Total floor area: _____
Floor area ratio (total floor area ÷ total land area): _____
Open space: _____
Percent of open space: _____

Office Space: _____
Retail Space: _____
Industrial Space: _____
Assembly Space: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Residential Structures:

Total number of units: _____
Number of one bedroom units: _____
Number of two bedroom units: _____
Number of three bedroom units: _____
Open space: _____
Percent of open space: _____

Rental units or condominiums? _____
Size of one bedroom units: _____
Size of two bedroom units: _____
Size of three bedroom units: _____
Seating Capacity: _____
Maximum Occupancy Load: _____

Proposed Additions:

Total basement floor area, if any, of addition: _____
Number of floors to be added: _____
Square footage added per floor: _____
Total building floor area (including addition): _____
Floor area ratio (total floor area ÷ total land area): _____
Open Space: _____
Percent of open space: _____

Use of addition: _____
Height of addition: _____
Office space in addition: _____
Retail space in addition: _____
Industrial space in addition: _____
Assembly space in addition: _____
Maximum building occupancy load (including addition): _____

10. Required and Proposed Setbacks

Required front setback: _____
Required rear setback: _____
Required total side setback: _____
Side setback: _____

Proposed front setback: _____
Proposed rear setback: _____
Proposed total side setback: _____
Second side setback: _____

11. Required and Proposed Parking

Required number of parking spaces: _____
Typical angle of parking spaces: _____
Typical width of maneuvering lanes: _____
Location of parking on site: _____
Location of parking off site: _____
Number of light standards in parking area: _____
Screenwall material: _____

Proposed number of parking spaces: _____
Typical size of parking spaces: _____
Number of spaces <180 sq. ft.: _____
Number of handicap spaces: _____
Shared parking agreement? _____
Height of light standards in parking area: _____
Height of screenwall: _____

12. Landscaping

Location of landscape areas: _____

Proposed landscape material: _____

13. Streetscape

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape plan submitted? _____

Description of benches or planters: _____
Species of existing trees: _____
Species of proposed trees: _____

14. Loading

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on site: _____

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

15. Exterior Waste Receptacles

Required number of waste receptacles: _____
Location of waste receptacles: _____
Screenwall material: _____

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

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Size of transformers (L•W•H): _____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____

Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Size of ground mounted units (L•W•H): _____
Screenwall material: _____

Location of all ground mounted units: _____

Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____

Screenwall material: _____
Location of screenwall: _____

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

17. Accessory Buildings

Number of accessory buildings: _____
Location of accessory buildings: _____

Size of accessory buildings: _____
Height of accessory buildings: _____

18. Building Lighting

Number of light standards on building: _____

Type of light standards on building: _____

Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Height from grade: _____
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: _____
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

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

20. Adjacent Properties

Number of properties within 200 ft.: _____

Property #1

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #2

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #3

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #4

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

Property #5

Number of buildings on site: _____
Zoning district: _____
Use type: _____
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: _____

North, south, east or west of property? _____

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

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

Signature of Owner: David C Levinson Date: 7/1/2021
Print Name: DAVID LEVINSON

Signature of Applicant: _____ Date: _____
Print Name: _____

Signature of Architect: C. Lange Date: _____
Print Name: CHRIS LANGE

<i>Office Use Only</i>		
Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Accepted by: _____



MEMORANDUM

Planning Division

DATE: September 1st, 2021
TO: Historic District Commission
FROM: Nicholas Dupuis, City Planner
SUBJECT: 160 W. Maple – Dick O’ Dows – Design Review

Zoning: B4 (Business-Residential) & D4 (Downtown Overlay)
Existing Use: Commercial

Introduction

The applicant has submitted a Design Review application for façade renovations to the existing Dick O’ Dows restaurant in Downtown Birmingham. The subject site is located on the north side of Maple, west of Pierce St. The building is not a designated historic resource in the City. However, the building is located within the Central Business Historic District, and is directly adjacent to the historic Leonard Building.

Building Exterior

The proposed façade renovations include a removal of a portion of the existing storefront and interior dining area to create a new outdoor dining area in a recessed entryway. The building would retain the existing façade above 9 ft. 3 in., although the existing sign is proposed to be restored and relocated and an awning is proposed above the storefront. In general, the applicant is proposing to match the existing style and color of the existing façade. Please see the following table for a list of all proposed materials:

Material	Location	Color
Sunbrella Canvas	Awning above storefront	Black
Wood & Glass Swing Doors	Storefront	Black Magic
Wood & Glass Entry Door	New storefront	Black Magic
Glass	New storefront	Clear 66% VLT
Limestone	Feature wall (north)	Natural
Mosaic Wall Tile	Feature wall (north)	White Mosaic
Ventless fireplace	North side of recess	-
Wood	Column enclosure	Match existing

As the building is located in the Downtown Overlay, there are specific architectural standards that must be met in regards to façade materials and design:

1. At least 90% of the exterior finish material on all facades that face a street shall be limited to the following: glass, brick, cut stone, cast stone, coarsely textured stucco, or wood. Dryvit or E.F.I.S is prohibited.
2. Storefronts shall be directly accessible from public sidewalks. Each storefront must have transparent areas, equal to 70% of its portion of the facade, between one and eight feet from the ground. The wood or metal armature (structural elements to support canopies or signage) of such storefronts shall be painted, bronze, or powder-coated.
3. Facade openings, including porches, windows, and colonnades, shall be vertical in proportion.
4. Sliding doors and sliding windows are prohibited along frontage lines.
5. Facades may be supplemented by awnings, which shall be straight sheds without side flaps, not cubed or curved. Awnings shall be between 8 and 12 feet above sidewalk grade at the lower drip edge.

At this time, it appears as though the applicant meets the majority of the Downtown Overlay Architectural Standards. The existing façade is predominantly wood and glass, the proposal contains façade openings that are vertically proportioned, and the awnings are straight shed with no side flaps and is 8 ft. above grade.

Additionally, the design plans submitted contain a note at the new window system indicating that they could be sliding or swing doors. Slider doors are not permitted in the Downtown Overlay along frontage lines. Frontage line is defined as "all lot lines that abut a public street." The applicant has submitted specification sheets for bi-fold sliding doors located at the recessed storefront roughly 12 ft. from the frontage line. Thus, the applicant meets the requirements.

Signage

As noted above, the applicant is proposing to restore and relocate the existing signage, which reads "Dick O' Dows" with the words "Irish Pub" flanking either side. The principle building frontage measures 24 ft. wide, which permits 24 sq. ft. of signage. The existing sign measures roughly 48.3 sq. ft. in area. However, because the applicant is proposing a restoration of the sign and not a new sign, the applicant may maintain this nonconformity pursuant to Article 2, Section 2.01 (B) of the Sign Ordinance, which states "the maintenance and/or repair of a properly licensed sign shall not require a sign permit, unless changing the advertising material and/or copy." Additionally, the applicant is proposing to utilize the existing four gooseneck light fixtures to illuminate the sign, which is permitted within the Central Business Historic District.

Lighting

The applicant is proposing two new light fixtures at the entry columns along Maple Rd. and two of the same fixtures on the feature wall on the north side of the recess. The applicant has submitted specification sheets for the proposed fixtures, and it appears as though the fixtures will not significantly alter the light distribution or illuminance on a site. Thus, a photometric plan was not required by the Planning Division pursuant to Article 4, Section 4.21 (C) of the Zoning

Ordinance. Additionally, these lighting elements appear to be fully cutoff as defined by Article 9, Section 9.02.

Planning and Zoning

As the building/site is not changing its use or size, there are no bulk, height or area requirements that must be reviewed at this time. However, a review of the following planning and zoning issues is warranted based on the proposed façade renovation:

- Glazing – As the applicant is proposing to renovate the existing storefront, which includes new windows within the recess, the applicant will be required to meet the Glazing standards outlined in Article 3, Section 3.04 of the Zoning Ordinance which requires transparent areas equal to 70% of its portion of the facade, between one and eight feet from the ground. Additionally, only clear glazing is required on the first floor, which is currently defined as 80% Visual Light Transmittance.

The applicant has not submitted glazing calculations for the new storefront at this time. Additionally, the applicant has noted on the storefront elevation that the glass will contain a Visual Light Transmittance of 66% minimum, which does not meet the current ordinance of 80%. Thus, **the applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.**

- Projections into the Right-of-Way – The applicant is proposing an awning that projects 3 ft. 4 in. into the W. Maple right-of-way. Article 4, Section 4.74 (D)(4)(c)(i) states that removable architectural elements such as awnings, canopies, marquees may be approved by the Historic District Commission or Planning Board to project into the right of way provided that they are constructed to support applicable loads without any ground mounted supports on public property. Encroachments with less than 15 ft. of clearance above the sidewalk shall not extend into or occupy more than two-thirds of the width of the sidewalk or 5 ft., whichever is less, and must not interfere with any existing or planned streetscape elements or infrastructure. The sidewalk in front of Dick O' Dows is 6 ft. wide, which permits a 4 ft. awning projection. The proposed awning meets the requirements. Thus, **the applicant obtained approval from the Planning Board for the projections into the right-of-way on August 25th, 2021.**
- Outdoor Dining – As the applicant is proposing to add a new outdoor dining area, the requirements of Article 4, Section 4.44 must be met, including the following:
 - Outdoor dining areas shall provide and service refuse containers within the outdoor dining area and maintain the area in good order.
 - All outdoor activity must cease at the close of business.
 - All tables and chairs provided in the outdoor dining area shall be constructed primarily of metal, wood, or material of comparable quality.

- In order to safeguard the flow of pedestrians on the public sidewalk, such uses shall maintain an unobstructed sidewalk width as required by the Planning Board, but in no case less than 5 ft.

In the front of the building, the outdoor dining plan shows a trash receptacle located behind the entry column within the patio. Furthermore, the site plan contains a dimension of the sidewalk, as well as the width of the clear walking path between the existing approved dining platform and the chairs that encroach upon the sidewalk at 5 ft. as required. Finally, the applicant has submitted specification sheets for the proposed tables and chairs to ensure their construction meets the outdoor dining standards of wood and metal.

As for the rear, the plans submitted show a trash receptacle at the north end of the patio, and the existing patio line versus the new patio line. The applicant submitted a document with the dimensions of the alley with the new patio installed showing a dimension of 16 ft. 4 in. at the slimnest. The proposed expansion from the originally approved 5-table temporary patio will extend 4 ft. beyond the property line into the Willits Alley. Article 3, Section 3.16 (D)(1) states that "to maintain access for service vehicles, a 10 foot wide clear zone (extending 22 feet in height), must be maintained for all Active Vias." The proposed 16 ft. 4 in. travel lane meets this requirement. As for tables and chairs, the applicant has submitted specification sheets detailing a wood and metal construction, meeting the requirements.

Required Attachments

	Submitted	Not Submitted	Not Required
Detailed and Scaled Site Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior Floor Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Photometric Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Colored Elevations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material Specification Sheets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Material Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Site & Aerial Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Design Standards

Article 7, Section 7.09 states that the Design Review Board shall review all documents submitted pursuant to this section and shall determine the following:

1. All of the materials required by this section have been submitted for review.
2. All provisions of this Zoning Ordinance have been complied with.

3. The appearance, color, texture and materials being used will preserve property values in the immediate neighborhood and will not adversely affect any property values.
4. The appearance of the building exterior will not detract from the general harmony of and is compatible with other buildings already existing in the immediate neighborhood.
5. The appearance of the building exterior will not be garish or otherwise offensive to the sense of sight.
6. The appearance of the building exterior will tend to minimize or prevent discordant and unsightly properties in the City.
7. The total design, including but not limited to colors and materials of all walls, screens, towers, openings, windows, lighting and signs, as well as treatment to be utilized in concealing any exposed mechanical and electrical equipment, is compatible with the intent of the urban design plan or such future modifications of that plan as may be approved by the City Commission.

Planning Division Analysis

Based on the requirements of Article 7, Section 7.09, the Planning Division recommends that the Historic District Commission **APPROVE** the Design Review application for 160 W. Maple – Dick O’ Dows – with the following condition:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

Sample Motion Language

Motion to **APPROVE** the Design Review application for 160 W. Maple – Dick O’ Dows with the following conditions:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

OR

Motion to **POSTPONE** the Design Review application for 160 W. Maple – Dick O’ Dows – pending receipt of the following:

1. The applicant must submit glazing calculations and specification sheets with clarity figures for the new storefront glazing.

OR

Motion to **DENY** the Design Review application for 160 W. Maple – Dick O’ Dows – for the following reasons:

1. _____
2. _____
3. _____



Design Review Application Planning Division

Form will not be processed until it is completely filled out

1. Applicant

Name: Mitch Black
 Address: 160 West Maple
Birmingham MI 48009
 Phone Number: 248-227-3840
 Email address: semblack@sbcglobal.net

2. Property Owner LEVISON LEON PROPERTIES

Name: DAVID C LEVISON
 Address: 22519 FIDDLERS CREEK
BEVERLY HILLS, MI 48025
 Phone Number: 248-766-2226
 Email address: LDIVISON53@YAHOO.COM

3. Project Contact Person

Name: Sharon or Mitch Black
 Address: 160 W. Maple
Birmingham MI 48009
 Phone Number: 248-227-3840 & 248-736-4840
 Email address: semblack@sbcglobal.net

4. Project Designer/Developer

Name: Sharon Black
 Address: 2144 Garland
Birmingham MI 48009
 Phone Number: 248-736-4840
 Email address: semblack@sbcglobal.net

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - ii. Colored elevation drawings for each building elevation;
 - iii. A Landscape Plan (if applicable);
 - iv. A Photometric Plan (if applicable);
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 160 W. Maple
Birmingham MI
 Name of development: _____
 Sidwell #: _____
 Current Use: _____
 Proposed Use: _____
 Area of Site in Acres: _____
 Current zoning: _____

	Yes	No
Is the property located in a floodplain? -----	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property within a Historic District? -----	<input checked="" type="checkbox"/>	<input type="checkbox"/>
→ If so, which? _____		
Will the project require a variance? -----	<input type="checkbox"/>	<input checked="" type="checkbox"/>
→ If so, how many? _____		
Has the project been reviewed by another board? -----	<input type="checkbox"/>	<input checked="" type="checkbox"/>
→ If so, which? _____		

7. Details of the Proposed Development (attach separate sheet if necessary)

- Impror - Replace storefront
- Add sliding doors (open air doors)

8. Required and Proposed Parking

Required number of parking spaces: N/A
Proposed number of parking spaces: _____
Location of parking on site: _____
Location of parking off site: _____
Shared parking agreement? _____
Size of surface parking lot: _____

Number of underground parking levels: _____
Typical size of parking spaces: _____
Typical width of maneuvering lanes: _____
Number of handicap spaces: _____
Screenwall material: _____
Height of screenwall: _____

9. Landscaping

Location of landscape areas: N/A

Proposed landscape material: _____

10. Streetscape

Sidewalk width: N/A
Number of benches: _____
Number of planters: _____

Number of existing street trees: _____
Number of proposed street trees: _____
Number of waste receptacles: _____

11. Loading

Required number of loading spaces: N/A
Proposed number of loading spaces: _____
Location of loading spaces on site: _____

Typical size of loading spaces: _____
Screenwall material: _____
Height of screenwall: _____

12. Exterior Waste Receptacles

Required number of waste receptacles: _____
Proposed number of waste receptacles: _____
Location of waste receptacles: _____

Size of waste receptacles: _____
Screenwall material: _____
Height of screenwall: _____

13. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: _____
Location of all utilities & easements: _____

Size of transformers (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Ground Mounted Mechanical Equipment:

Number of ground mounted units: _____
Location of all ground mounted units: _____

Size of ground mounted units (L•W•H): _____
Screenwall material: _____
Height of screenwall: _____

Rooftop Mechanical Equipment:

Number of rooftop units: _____
Type of rooftop units: _____
Location of all rooftop units: _____
Size of rooftop units (L•W•H): _____

Location of screenwall: _____
Screenwall material: _____
Height of screenwall: _____
Distance from rooftop units to all screenwalls: _____

14. Building & Site Lighting

Number of light fixtures on building: _____
Light level at each property line: _____
Type of light fixtures on building: _____
Location of light fixtures on building: _____

Number of light fixtures on site: _____
Type of light fixtures on site: _____
Height from grade: _____
Location of light fixtures on site: _____

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

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

Signature of Owner: LEVINSON- LEVIN PROPERTIES LLC
David C. Levinson Date: 7/16/2021

Print name: DAVID C. LEVINSON, ITS CO-MANAGER, TRUSTEE
Signature of Applicant: [Signature] Date: 7-14-21

Print Name: _____

Signature of Architect: _____ Date: _____

Print Name: _____

Office Use Only

Application #: PDR21-0011 Date Received: 7-19-2021 Fee: \$350+\$50 (+\$100 bond)
Date of Approval: _____ Date of Denial: _____ Accepted By: _____



Notice Sign Rental Application Community Development

1. Applicant

Name: Mitch Black
Address: 160 W. Maple
Birmingham MI 48009
Phone Number: 248-227-3840
Fax Number: _____
Email address: semblack@sbccbdal.net

2. Property Owner LEVINSON - LEVIN PROPERTIES

Name: _____
Address: 22519 FIDDLERS COVE
BEVERLY HILLS, MI 48025
Phone Number: 248-266-2226
Fax Number: _____
Email address: LEVINSON53@YAHOO.COM

3. Project Information

Address/Location of Property: 160 W. Maple
Name of Development: Dick - O. Paws
Area in Acres: _____

Name of Historic District, if any: _____
Current Use: _____
Current Zoning: _____

4. Date of Board/Commission Review

City Commission: _____
Planning Board: _____
Historic District Commission: _____
Design Review Board: _____

Board of Zoning Appeals: _____
Board of Building Trades Appeals: _____
Housing Board of Appeals: _____
Other: _____

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

Signature of Applicant: 

Date: 7-14-21

Office Use Only					
Application#:	_____	Date Received:	_____	Fee:	_____
Date of Approval:	_____	Date of Denial:	_____	Reviewed By:	_____

DATE 04/08/2021

CERTIFICATE OF LICENSE

NO. 21-00011969

TO WHOM IT MAY CONCERN:

In consideration of the total sum shown below and paid to the City Treasurer, the City of Birmingham hereby grants on the following:



THE FOLLOWING LICENSE(S):

OUTDOOR DINING IN SEASON 101-
OUT - PLATFORM INSPECTION FEE
METER FEES - OUTDOOR DINING -
METER POST REMOVAL - 2 SPACES

EXPIRES > **Nov/15/2021**

(surrender of license shall not entitle licensee to any refund)

VALID FROM: 03/31/21 to 11/15/21

4/1 - 11/15

OUTDOOR DINING W/PLATFORM

LATE FEE	\$0.00
TOTAL	\$4,146.45

Licensee accepts the license(s) herein granted subject to the conditions, restrictions, and limitations of ordinances of the City, and the laws of the State of Michigan and the United States.

BUSINESS
DICK O'DOWS
160 W MAPLE
BIRMINGHAM, MI 48009

Akeil Hanff

City Clerk

LICENSE IS NOT TRANSFERABLE

CITY OF BIRMINGHAM
CLERKS OFFICE
151 MARTIN ST
BIRMINGHAM, MI 48009

INVOICE

Mail To:
DICK O'DOWS
MITCH BLACK, OWNER
160 W MAPLE
BIRMINGHAM, MI 48009

Business ID:
000000895

Business Name:
DICK O'DOWS

Invoice #	Post Date
00005663	03/29/2021
License #	
21-00011969	
Invoice Date	
03/29/2021	
Due Date	
04/30/2021	
Amount Due	\$441.45

Please Return This Portion with your Payment

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00005663	21-00011969	OUTDOOR DINING	02/12/2021	11/15/2021
	4/1 - 11/15	OUTDOOR DINING W/PLATFOR		

Fee Items	Amount
METER POST REMOVAL - 2 SPACES	\$441.45

Billing/Invoice Date: 03/29/2021
Total Due: \$441.45
Penalties and Late Charges will be applied after: 04/30/2021

CITY OF BIRMINGHAM
Date: 04/06/2021 2:14:55 PM
Ref: 00005663
Receipt: 57152
Amount: \$441.45



CITY OF BIRMINGHAM
CLERKS OFFICE
151 MARTIN ST
BIRMINGHAM, MI 48009

CITY OF BIRMINGHAM
Date: 04/06/2021 2:10:23 PM
Ref: 00005655

INVOICE

Invoice #	Post Date
00005655	03/29/2021
License #	
21-00011969	
Invoice Date	
03/29/2021	
Due Date	
04/30/2021	
Amount Due	

\$3,420.00

Mail To:
DICK O'DOWS
MITCH BLACK, OWNER
160 W MAPLE
BIRMINGHAM, MI 48009

Business ID:
000000895

Business Name:
DICK O'DOWS

Please Return This Portion with your Payment

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00005655	21-00011969	OUTDOOR DINING	02/12/2021	11/15/2021
	4/1 - 11/15	OUTDOOR DINING W/PLATFOR		

Fee Items	Amount
METER FEES - OUTDOOR DINING - \$1.5/HR METER FULL SEASON	\$3,420.00

Billing/Invoice Date: 03/29/2021

Total Due: \$3,420.00

Penalties and Late Charges will be applied after: 04/30/2021





21-0001969

APPLICATION FOR OUTDOOR DINING

Check all that apply

- Annual Fee (April 1st - November 15th) \$200.00
- Off Season Additional Fee (November 16th - March 31st) \$200.00
- Platform Temporary Structure Permit \$85.00

INCOMPLETE APPLICATIONS WILL BE RETURNED WHICH MAY RESULT IN ADDITIONAL LATE FEES

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

Name of Facility DOD Enterprises LTD (Dek-0-Dawd)

Address 160 W. Maple Birmingham MS 38009

Date of Site Plan approval [REDACTED]

Square footage of area to be used 512 sq ft

Are any changes proposed to the Outdoor Dining facility from the previous year?
(If yes, site plan approval is required. Contact a city planner for additional information.)

Number of: Tables 10 Chairs 40

Are you operating on City Property? yes (If yes, a license agreement is required.)

Will liquor be served? yes

Are you operating under a Bistro Special Land Use Permit? NO

Will a platform be installed in conjunction with your outdoor dining? yes
(If yes, must complete the Platform Temporary Structure Permit.)

Will portable outdoor gas-fired heating appliances (patio type heaters) be used? yes
(If yes, please see attached fire code requirements)

Facility hours of operation 12-2 55 daily

Outdoor dining hours of operation 12-9 daily

Applicant Name Mitch Black (DOD Enterprises LTD)

Business Address (include city and zip code) 160 W. Maple
Birmingham, MS 38009

Phone 248-642-1135 Fax

Email Address semblack@starglobal.net

Name of Property Owner Levinson Properties

Address (include city and zip code) 22519 RIDDLERS BOE
BEVERLY HILLS, ME 48025

Phone (248) 766-2226 Fax [REDACTED] Email levinson53@yahoo.com

[Signature]

Signature of Property Owner

THE FOLLOWING MUST BE INCLUDED WITH THE APPLICATION:

- **Application fee - \$200.00** (payable to the City of Birmingham)
- **Off Season Additional Fee - \$200.00** (*NOTE: Platforms are not allowed during the off-season period.*)
- **Platform Temporary Structure Permit Fee** (if applicable) - **\$85.00**
- **Layout of Area** (only if layout has changed from previous year or first time applicant)
- **Insurance Certificate** (if using city property)
- **Signed license agreement for use of city property** (if applicable)
(*The monthly lease agreement fee is based on the fees determined by the City Assessor and Police Dept.*)

Section 126-4.44

**INCOMPLETE APPLICATIONS WILL BE RETURNED
WHICH MAY RESULT IN ADDITIONAL LATE FEES**

FOR OFFICE USE ONLY

APPROVAL BY BUILDING DEPT _____

APPROVAL BY PLANNING DEPT _____
(phone: 248.530.1846)

REVIEW OF INSURANCE CERTIFICATE _____

APPROVAL BY TREASURER _____
(review for timely payment of previous fees)

APPROVAL BY FIRE DEPT _____

REVIEW BY POLICE DEPT _____

Fees (includes meter removal & restoration and meter revenue loss): \$ _____

REVIEW BY ASSESSOR _____ **Fees** (including fair market rent and taxes): \$ _____

REVIEW BY DPS _____

OUTDOOR CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 8 day of Feb, 2021 by and between the CITY OF BIRMINGHAM, a municipal corporation of 151 Martin Street, Birmingham, Michigan hereinafter called "BIRMINGHAM" and DOO Enterprises, a Michigan Corporation, Birmingham, Michigan, hereinafter called "LICENSEE".

WHEREAS, Licensee is a tenant of property located at 160 W. Maple Rd, described as Parcel # _____,

WHEREAS, Licensee wishes to place tables and chairs immediately adjacent to its leased premises on property owned by the City of Birmingham, and

WHEREAS, the Birmingham Planning Board has reviewed and approved a site plan for Licensee to permit the placement of 10 tables and 40 chairs in the front pursuant to Section 4.44 of the Birmingham City Code, and

WHEREAS, Birmingham has determined that the 10 tables and 40 chairs will not interfere with the general public use of public property, and

WHEREAS, the parties intend by this License Agreement to license the placement of tables and chairs on public property under the terms and conditions provided herein.

IT IS THEREFORE AGREED as follows:

1. Birmingham licenses and authorizes the Licensee to place 10 tables and 40 chairs in the public sidewalk at the location specified in a plan dated _____, which plan was approved by the Planning Board and is incorporated herein by reference. If the outdoor dining is in connection with a bistro operation, a bistro contract is required.
2. It is mutually acknowledged that this License Agreement is intended as a license to use public property regulated and controlled by Birmingham, and Licensee must comply in all respects with the terms and conditions of the site plan approved _____, and with all procedures and other items set forth in the ordinances of Birmingham.
3. To the fullest extent permitted by law, the Licensee agrees to defend, pay on behalf of, and hold harmless the City of Birmingham, its elected and appointed officials, all employees and volunteers working on behalf of the City of Birmingham, its boards, commissions, and/or authorities, including employees and volunteers thereof, against any claims, demands, suits, loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted or recovered against or from the city, its elected and appointed officials, all employees and volunteers working on behalf of the City, its boards, commissions, and/or authorities, including employees and volunteers thereof, 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 with this Agreement, including the operations, acts, errors or omissions of the Licensee in performing this License Agreement and any acts, errors or omissions by its officers, agents, employees, workmen or independent contractors, whether arising in whole or in part from such acts or omissions.
4. The Licensee, and each of its independent contractors, shall procure and maintain at all times during the duration of the Agreement, the following minimal available insurance coverage subject to the conditions indicated. 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:

- A. Workers' Compensation Insurance: Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with all acceptable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Commercial General Liability Insurance on an occurrence basis with the limits of liability of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for Combined Single Limit Personal Injury and Property Damage, and shall include Independent Contractor's Coverage and Broad Form General Liability coverages.
 - C. Liquor Liability Insurance (if liquor is to be served): Liquor Liability Insurance on an occurrence basis with limits of liability of not less than \$1,000,000 per occurrence. Such a policy shall include an endorsement to, or a notation on, the insurance certificate that extends coverage to include service outside of the licensed premises to all areas where alcohol is served or consumed.
 - D. Additional Insured: Commercial General Liability Insurance (and Liquor Liability Insurance, if applicable) shall name the City of Birmingham as additional insured for all activities connected with this Agreement and shall include an endorsement stating the following as: "Additional Insureds": The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insured, whether said other available coverage be primary, contributory or excess. The authorized representative of the insurance carrier acknowledges that it has read the insurance provisions of the agreement between the city of Birmingham and the insured."
 - E. Cancellation Notice: Thirty (30) days advance written notice of cancellation, non-renewal, reduction of material change in coverage, will be provided to the City of Birmingham by the insurance carrier.
 - F. Proof of Insurance: The Licensee shall provide the City of Birmingham certificates and/or policies as listed below:
 - i. Two (2) copies of Certificate of Insurance for coverages specified in A, B, C, D and E above;
 - ii. If so requested, certified copies of all policies mentioned above.
5. Licensee shall pay to Birmingham a license fee of \$_____ for each month April 1st to November 15th during which it places the tables and chairs on public property. Each month's fee shall be paid in advance no later than the 5th day of that month. The failure to pay timely may result in a late fee or revocation of this License Agreement. In addition, Licensee will be responsible for all real and personal property taxes that may result from this License Agreement.
6. Licensee shall be responsible for the upkeep and maintenance of the licensed area. Should any City Property be damaged as a result of Licensee's outdoor dining activities, Licensee shall promptly make all necessary repairs at Licensee's sole expense. Licensee acknowledges that any private use of the public property not specifically authorized by this

License Agreement is prohibited

7. Licensee shall maintain an unobstructed sidewalk width as required by the Planning Board.
8. Licensee shall cease outdoor activities at the close of business. Outdoor dining is not permitted past 12:00 AM. If the outdoor dining area is immediately adjacent to any single-family or multiple family residential district, all outdoor activity must cease at the close of business or 10:00 P.M., whichever is earlier.
9. If Licensee is seeking to install a platform at least partially located on a City street or parking area, the following additional terms and conditions apply:
 - A. The Licensee acknowledges that the platform to be installed will disrupt the normal path of the City street sweeper. The street sweeper will not be able to reach the street and gutter pan for an area of approximately 80 square feet on both sides of the platform. The Licensee will be responsible for sweeping this area by hand on a daily basis to match the upkeep of the rest of the street.
 - B. The Licensee acknowledges that the platform will make a portion of the gutter drainage system for the street inaccessible. At any time when an obstruction is present in the gutter drainage system underneath the platform such that standing water is resulting upstream of the platform, the Licensee shall employ whatever means necessary to move the obstruction to restore the operation of the drainage system. Should the Licensee fail to do so, the City shall notify the Licensee of his/her need to address this matter within 24 hours in writing. If Licensee continues not to respond or if the Licensee fails to remove the obstruction, the City shall have the right to direct City labor and equipment needed to resolve the matter, with all costs (plus 15% administration fee) being invoiced to the Licensee.
 - C. The Licensee acknowledges that the platform will be partially placed on a City street. At some time in the future, the City will need to schedule the street for repaving. In order to get competitive bids for this work, the City must allow its contractor the option to schedule the work over a period of as much as three months. The City Engineer agrees to notify the Licensee prior to the paving season (which coincides with the period of time the platform would be in place) when such work is planned on the relevant street. The Licensee agrees to defer installation of the platform until after the street paving is complete, and authorization to do so has been received by the City Engineer.
 - D. The Licensee acknowledges that the platform will be partially placed on a City sidewalk. At some time in the future, the City will be in the immediate area repairing City sidewalks to ensure the safety of the public. Inspections of sidewalks can generally occur when the platforms are not present, but repairs need to occur during the paving season, (which may coincide with the period of time the platform would be in place). If the Engineering Dept. determines that there are sidewalk repairs needed in the area of the platform, and such repairs cannot be done in conjunction with the standard sidewalk repair contractor (who would be working in the area later in the season, the Licensee shall be put on notice that the sidewalk repairs shall be conducted and completed by the Licensee at their own expense prior to installation of the platform for that season. Once a sidewalk permit has been issued by the Engineering Dept., and the work has been completed with its supervision, the platform erection may begin.

- E. The Licensee acknowledges that the City is responsible for maintenance of the existing utility system that is under and adjacent to the subject platform area. It is possible that an emergency may arise that will require excavation under or near the area of the platform with short notice. Removal may also be necessitated if an excavation will cause nearby lanes of the road to be closed, which would then require the diversion of traffic in the area of the platform. The Licensee must be prepared to remove all or parts of the platform with 24 hours notice in the case of an emergency.
 - F. The Licensee must be prepared to remove the platform with 24 hours notice if requested by the City when deemed necessary when the health, safety, and welfare of the public will be potentially jeopardized.
 - G. Upon removal of Licensee's platform, Licensee shall repair any City property damaged as a result of the installation, use or removal of the platform. All repairs shall be made at Licensee's sole expense.
10. In addition to any remedies set forth above, the City may revoke this License Agreement and remove the outdoor dining furniture and dining platform, if any, at Licensee's cost, for failure to abide by the terms and conditions of this License Agreement. The City does hereby authorize the City Manager or his designee to exercise this power to revoke this License Agreement without further action by the City Commission. Any and all costs incurred by the City, including, but not limited to, removal of the dining furniture and/or platform, disposal, staff time and actual attorney fees, shall be paid by the Licensee. In the event such costs are not paid as provided by Birmingham City Code Section 1-14, then they may be transferred to the tax rolls in accordance with said Section of the Code.
11. The term of this License Agreement shall be for one (1) year provided. However, Birmingham may revoke and terminate this License Agreement at any time it determines that Licensee has violated any of the conditions of this License Agreement, the site plan, any special land use permit, bistro contract, or any ordinance of the City of Birmingham.
12. This License Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF BIRMINGHAM,
a municipal corporation

April Hauff
City Clerk

LICENSEE:

[Signature]

Print corporation name below:

DOD Enterprises LTD

160 W. Maple, Birmingham

MB
48002

Print name: Mitch Black



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2021

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY 14620	CONTACT NAME:		
	PHONE (877) 266-6850 (A/C, No, Ext):	FAX (585) 389-7894 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED D O D ENTERPRISES LTD DBA DICK O'DOWAS 160 W MAPLE RD BIRMINGHAM MI 48009-3322	INSURER A: Sentinel Insurance Company Ltd.		NAIC# 11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG DX1657	02/25/2021	02/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER City of Birmingham Attn: Clerks Office 151 MARTIN ST BIRMINGHAM MI 48009-3368	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 <i>Susan L. Castaneda</i>

002015 2/2





THE HARTFORD
 BUSINESS SERVICE CENTER
 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

MB 01 002015 90433 H 8 A



January 27, 2021

City of Birmingham
 Attn: Clerks Office
 151 MARTIN ST
 BIRMINGHAM MI 48009-3368

002015 1/2

Account Information:

Policy Holder Details :	D O D ENTERPRISES LTD DBA DICK O'DOWAS
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Contact Us

Business Service Center
Business Hours: Monday - Friday
 (7AM - 7PM Central Standard Time)
Phone: (877) 287-1312
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>



Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
 Your Hartford Service Team

CITY OF BIRMINGHAM
CLERKS OFFICE
151 MARTIN ST
BIRMINGHAM, MI 48009

INVOICE

Mail To:
DICK O'DOWS
MITCH BLACK, OWNER
160 W MAPLE
BIRMINGHAM, MI 48009

Business ID:
000000895

Business Name:
DICK O'DOWS

Please Return This Portion with your Payment

Invoice #	Post Date
00005576	02/12/2021
License #	
21-00011969	
Invoice Date	
02/12/2021	
Due Date	
01/31/2022	
Amount Due	
\$285.00	

Invoice #: 00005576	License #: 21-00011969 4/1 - 11/15	License Type: OUTDOOR DINING OUTDOOR DINING W/PLATFOR	Application Date: 02/12/2021	Expiration Date: 11/15/2022
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Fee Items	Amount
OUTDOOR DINING IN SEASON 101-000.000-476.0000	\$200.00
OUT - PLATFORM INSPECTION FEE 101-000.000-476.0000	\$85.00

Billing/Invoice Date: 02/12/2021
Total Due: \$285.00
Penalties and Late Charges will be applied after: 01/31/2022

CITY OF BIRMINGHAM
Date 02/12/2021 1:57:35 PM
Ref 00005576
Receipt 564455
Amount \$285.00





DICKODO-01

SHELLIR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2021

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

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PRODUCER License # 958967 Johnston Lewis Associates, Inc. 5600 New King, Ste. 210 Troy, MI 48098	CONTACT NAME: Shelli Roehl PHONE (A/C, No, Ext): (248) 602-4297 E-MAIL ADDRESS: shellir@jlains.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Dick O'dow's DOD Enterprises Mitch Black 2144 Garland Sylvan Lake, MI 48320	INSURER A : Auto-Owners Insurance		18988
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			04762567	5/10/2021	5/10/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							LIQUOR LIABILIT	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			04762567	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof are included as Additional Insured with respects to General/Automobile Liability, on a primary and non-contributory basis. A 30 Day Notice of Cancellation will be provided with exception for non-payment where as a 10 Day Notice of Cancellation will be provided.

CERTIFICATE HOLDER City of Birmingham 151 Martin Street Birmingham, MI 48009	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 
--	--

Mr. Share and Chair Clein both recommended that EV charging stations not be installed along S. Old Woodward. Mr. Share explained that the amount of charge that could be gained would be limited and that the parking turnover would be decreased if stations were installed there. Chair Clein noted that if EV charging stations were installed in the area being considered they would have to be removed for the proposed master plan changes.

Ms. Wolf confirmed that none of the sidewalks would be narrower than eight feet.

Chair Clein expressed comfort with the proposed parking space removals as long as Ms. Kroll and the City's Engineers study and approve of the likely traffic and parking impacts on the area and on the nearby residential neighborhoods.

08-123-21

G. Special Land Use Permit Review and Final Site Plan & Design Review

1. **160 W. Maple (Dick O'Dows)**, Request for a Special Land Use Permit and Revised Final Site Plan and Design Review to consider approval of building design changes and a new outdoor dining plan.

CP Dupuis presented.

In reply to Board inquiry, Chris Longe, architect, specified that the owner was committing to maintaining the minimum of five feet pedestrian space in the front of the building.

The Board advised Mr. Longe that they would add a condition to their motion requiring that the aforementioned five feet be maintained.

The Board also noted that the plans needed to include the planters in the rear outdoor dining area.

Mr. Jeffares said he once saw a garage truck maneuver near the outdoor dining area in the rear with no issue.

Both Mr. Jeffares and Mr. Boyle expressed approval of the layout of the outdoor dining area in the rear despite the Engineering Department's comments.

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval to the City Commission for the Final Site Plan & Design Review for 160 W. Maple – Dick O' Dows – with the following conditions:

1. **The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;**
2. **The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;**
3. **All outdoor activity must cease at the close of business;**

- 4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;**
- 5. The applicant must comply with the requests of all City Departments; and,**
- 6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.**

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval to the City Commission for the Special Land Use Permit for 160 W. Maple – Dick O’ Dows – with the following conditions:

- 1. The applicant must submit glazing calculations and specification sheets with Visual Light Transmittance figures for the new storefront glazing;**
- 2. The Planning Board approves outdoor dining in the Willits Alley Active Via with the final drawings to show the planters on the northern edge;**
- 3. All outdoor activity must cease at the close of business;**
- 4. The final drawings must show all tables and chairs in the front as located within the confines of the existing private property and not in the public right-of-way;**
- 5. The applicant must comply with the requests of all City Departments; and,**
- 6. The Planning Board approves the existing projection into the right-of-way of three feet, four inches.**

Motion carried, 7-0.

VOICE VOTE

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

Nays: None

Mr. Share recommended that the Board study the difference between active and destination vias at some point in the future.

08-124-21

H. Community Impact Study Review and Preliminary Site Plan Review

Motion by Mr. Williams

Seconded by Mr. Jeffares to postpone the CIS review for 245 – 325 S. Eton Street – District Lofts Phase III for a new four story mixed use building to September 9, 2021.

Motion carried, 7-0.

VOICE VOTE

DATE: September 27, 2021

TO: Thomas M. Markus, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: Remote Electrical Power Shutdown Device Ordinance

INTRODUCTION:

The Birmingham Fire Department prioritizes the safety and protection of our community. In the event of an emergency such as a fire, electrical hazard, flooding, or other emergent situation, first responders can encounter dangerous electrocution hazards in commercial buildings.

The current method of cutting power to commercial buildings is a dangerous procedure. The KNOX Remote Power Box shutdown device is a secure, tamper-proof device that is compatible with Birmingham Fire Department KNOX box keys. This device has been engineered for quick and safe shut down of electrical utilities for commercial buildings. The electrical shutdown process can be implemented immediately once Birmingham Fire Department members arrive on scene. Quick shutdown of electrical utilities eliminates the chance of any accidental electrocutions and helps mitigate any fire damage created from electrical fires.

Requirements for device installation will be for the following:

- All new construction of commercial buildings;
- Existing commercial buildings when an addition thereto increases the existing gross square footage by 25% or larger; or
- Any remodel that would increase the size of the electrical service.

BACKGROUND:

During recent flooding in our community, DTE was asked to shut power down remotely to a number of buildings. They were unable to effectively meet this request without interrupting electrical service to business owners and residents within a six-block radius. This resulted in a dangerous situation that had to be closely monitored by first responders. Additionally, this past winter a Birmingham firefighter was electrocuted while extinguishing a commercial property on Merrill. Had the fire crews been able to quickly eliminate the power source to the building this incident could have been avoided; thankfully the firefighter was not severely injured.

The City of Ferndale and other local municipalities have adopted this device into their local codes. Nationally, more municipalities are adopting this system as a local ordinance also.

The device's purpose, intention, and installation requirements have been reviewed by all appropriate City departments. The City Electrical Inspector also reviewed the KNOX Remote Power Box shutdown device.

LEGAL REVIEW:

A legal review of Ordinance language has been conducted for this Ordinance proposal prior to submittal to the City Commission.

FISCAL IMPACT:

No fiscal impact will be incurred by the City of Birmingham for this proposal. Business owners, builders, and property owners will be responsible for installation costs for this device.

PUBLIC COMMUNICATIONS:

Parties that submit commercial construction plan documents to the City of Birmingham Community Development Department will be notified in writing of this Ordinance requirement as part of the initial plan review phase of submitted plan documents. Information requirements will be provided to those parties submitting plans for review.

SUMMARY:

Request that the Birmingham City Commission vote to amend part II of the City Code, Chapter 54-Fire Prevention and Protection, to add a new Section *54-32 Emergency Power Shutdown Device*.

ATTACHMENTS:

1. Ordinance language
2. KNOX Remote Power Box Spec Sheet

SUGGESTED COMMISSION ACTION:

Recommend the City Commission to make a motion adopting the proposed Ordinance to amend Chapter 54, Section 32 to require the installation of Emergency Power Shutdown Devices.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 54-FIRE PREVENTION AND PROTECTION, TO ADD NEW SECTION 54-32 EMERGENCY POWER SHUTDOWN DEVICE.

THE CITY OF BIRMINGHAM ORDAINS:

Part II of the City Code, Chapter 54-Fire Prevention and Protection shall be amended to add Sec. 54-32- Emergency Power Shutdown Device, which shall read as follows:

Sec. 54-32. - Emergency Power Shutdown Device

All new construction of commercial buildings and/or additions to existing commercial buildings wherein the addition increases the existing gross square footage by 25% or larger, and/or remodel of a commercial building that would increase the size of the electrical service, shall provide a KNOX Remote Power Box shutdown device, and proper installation as approved by the Fire Marshal, located on the exterior of the building. All required power shut down devices shall be installed and maintained at the building owner's expense. All required power shut down devices shall be installed by a qualified, licensed electrician.

All other Sections of Chapter 54 Fire Prevention and Protection, shall remain unaffected.

Ordained this _____ day of _____, 2021. Effective upon publication.

Pierre Boutros, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2021 and that a summary was published _____, 2021.

Alexandria D. Bingham, City Clerk

The Knox Remote Power Box enables emergency responders to rapidly power down a building before entering. Designed to remotely operate the building's shunt switch, the Knox Remote Power Box supports electrical power disconnect for not only buildings, but also equipment and systems such as generators, power distribution, wind, solar power and telecommunications systems.



Single Lock, Surface Mount



Lock-Out/Tag-Out Posts
Accommodate a Tamper Seal

FEATURES

- ✓ Wires into a shunt trip breaker to remotely disconnect power
- ✓ Allen-Bradley Type 4/13 Watertight Selector Switch, Double Pole/Double Throw (DPDT)
- ✓ NEMA 2, 3R electrical enclosure (indoor/outdoor use)
- ✓ Built Knox-Rugged and secure: UL 1037, 437, 1610, 1332, 508
- ✓ Finished with Knox-Coat® to protect four times better than standard powder coat
- ✓ Weather-resistant silicone door gasket
- ✓ Supports lockout/tag out when used with optional tamper seals

BENEFITS

- ✓ Fast, safe method for fire crews to remotely disconnect power from buildings or equipment
- ✓ Isolate power functions to ensure safe response measures
- ✓ Secure, UL listed design protects against tampering or physical attack from unauthorized individuals

OPTIONS

- ✓ Knox Tamper Alert connects to building's alarm system for extra security
- ✓ Mount types: Recessed and Surface
- ✓ Single or dual lock for shared access

ACCESSORIES

- ✓ Tag-Out Tamper Seals

ORDERING SPECIFICATIONS

To insure procurement and delivery of the Knox Remote Power Box, use the following building specification paragraph:

Knox Remote Power Box surface/recessed mount, with/without UL Listed Tamper Alert. 1/4" plate steel housing, 5/8" thick steel door with silicone interior gasket seal. Lock has 1/8" dust cover with tamper seal mounting capability. Vault has anti-theft re-locking mechanism with drill resistant hard-plate lock protector.

Exterior Dimensions:

Surface mount: 7" H x 7" W x 7 1/4" D
Recessed mount flange: 9 1/2" H x 9 1/2" W

Lock: UL Listed. Double-action rotating tumblers and hardened steel pins accessed by a biased cut key.

Finish: Knox-Coat® proprietary finishing process, Finish Color: Red

P/N: Knox Remote Power Box

Mfr's Name: KNOX COMPANY





Single Lock Recess Mount



Dual Lock Surface Mount

IMPORTANT:

The Knox Remote Power Box must be installed, operated and maintained by qualified persons who are thoroughly trained and who understand any hazards that may be involved. Carefully review the product Mounting Instructions prior to installing the Knox Remote Power Box. Follow product instructions supplied with the shipment.

ATTENTION:

Knox Remote Power Boxes are strong devices that **MUST** be mounted properly to ensure maximum security and to resist physical attack.

ELECTRICAL RATINGS

Main Switch: 24-480 VAC, 125 VA MAX, Pilot duty, per contact block
Two contact blocks per switch; double pole, double throw (DPDT)

Tamper Switch: 24 VDC, 50 mA, general use

Enclosure Rating: NEMA Type 2, 3R

Ambient Air Temperature Rating: -40° to +65° C, -40° to +149° F

Use 75° C wire only



All Knox Remote Power Boxes are fully tested and listed by Underwriters Laboratories as anti-theft devices. Alarm Tamper Alerts are UL listed as Central Station Alarm Units. UL Electrical Range: Max Voltage of **24 VDC** at 50 mA.

UL 437 Standard for Safety for Key Locks

UL 508 Industrial Control Equipment

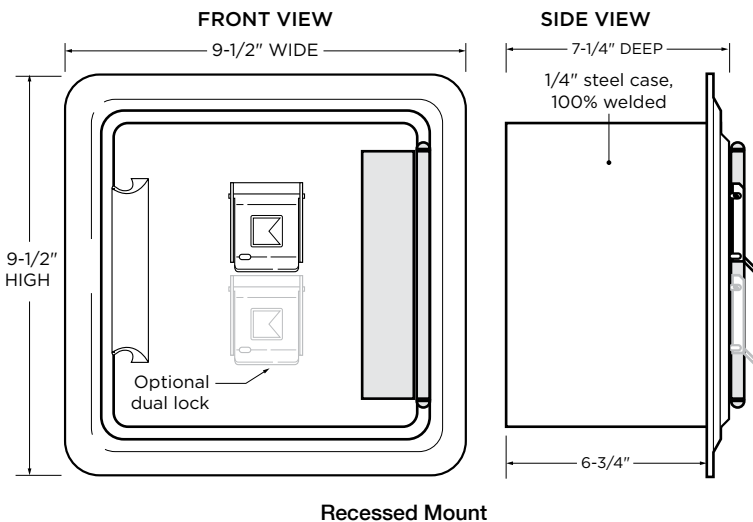
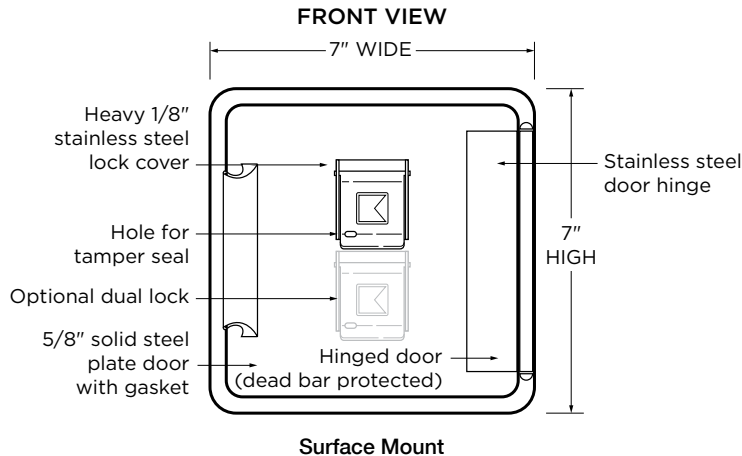
UL 1037 Antitheft Alarms and Devices

UL 1332 Organic Coatings for Steel Enclosures for Outdoor Use Electrical Equipment

UL 1610 Central Station Alarm Units

ATTENTION FIRE INSPECTORS:

Solar power often cannot be remotely disconnected by the local power company. Requiring a Knox Remote Power Box for solar power systems in your jurisdiction provides safety and protection for your emergency responders.



ABOUT KNOX COMPANY

Over forty years ago, a unique concept in rapid access for emergency response was born. The KnoxBox®, a high-security key lock box, was designed to provide rapid access for emergency responders to reduce response times, minimize injuries and protect property from forced entry.

Today, one revolutionary lock box has grown into a complete system providing rapid access for public safety agencies, industries, military, and property owners across the world. The Knox Company is trusted by over 14,000 fire departments, law enforcement agencies, and governmental entities.

KNOX COMPANY

1601 W. DEER VALLEY RD
PHOENIX, AZ 85027

T. 800.552.5669

F. 623.687.2290

KNOXBOX.COM

INFO@KNOXBOX.COM



MEMORANDUM

Finance Department

DATE: September 28, 2021

TO: Thomas M. Markus, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Audit Firm Selection

INTRODUCTION:

The City went out to bid for audit services for fiscal years 2022-2026 with 2 optional extension years. Staff has reviewed the responses and is ready to make a recommendation to the City Commission for approval.

BACKGROUND:

The current audit contract with Plante & Moran, PLLC is set to expire after the completion of the fiscal 2020-2021 audit. Based on comments received from the City Commission about bidding out professional services contracts, Finance staff prepared a RFP which was posted on the Michigan Intergovernmental Trade Network (MITN) on August 31, 2021. The RFP requested quotes for conducting the audit, preparing the Annual Comprehensive Financial Report (ACFR), conducting a single audit of the City's federal expenditures (as needed), and preparing the Baldwin Public Library Trust's form 990. Additionally, the RFP asked for quotes on additional services such as preparing the City's annual F-65 financial report to the state and preparing and presenting the City's 5-year forecast. Responses to the RFP were due September 22nd.

The City received responses from the following firms: Maner Costerisan, Yeo & Yeo, Rehmann, and Plante & Moran. The proposals were reviewed by Kim Wickenheiser, Assistant Finance Director and Mark Gerber, Finance Director. The proposals were graded on the firm's qualifications and experience, audit approach, references, resource materials and training availability for City staff, and cost. Based on these criterion, Plante & Moran received the highest score.

Costs for providing core auditing services, which include the audit and the preparation of the ACFR, and preparation of the library trust 990 for FY 2022 were as follows:

	<u>Maner Costerisan</u>	<u>Yeo & Yeo</u>	<u>Rehmann</u>	<u>Plante & Moran</u>
Audit Services	\$69,570	\$74,800	\$80,000	\$66,750
Preparation of the ACFR	3,000	5,000	Included above	4,420
Library Trust 990	<u>2,500</u>	<u>1,500</u>	<u>3,000</u>	<u>2,900</u>
Total	<u>\$75,070</u>	<u>\$81,300</u>	<u>\$83,000</u>	<u>\$74,070</u>

For the core auditing services, Plante & Moran had the lowest cost.

A single audit is necessary if the City expends in one fiscal year more than \$750,000 in federal funds. If the City were to need a single audit for FY 2022, the total audit services would be:

	<u>Maner Costerisan</u>	<u>Yeo & Yeo</u>	<u>Rehmann</u>	<u>Plante & Moran</u>
Core Auditing Services	\$75,070	\$81,300	\$83,000	\$74,070
Single Audit	<u>4,000</u>	<u>5,500</u>	<u>5,000</u>	<u>7,780</u>
Total	\$79,070	\$86,800	\$88,000	\$81,850

If this were the case, Plante & Moran would not be the lowest cost firm, but would be less than \$3,000 from the lowest cost firm. This is true for each fiscal year for which a quote was requested. If no single audit was necessary, Plante & Moran was the lowest cost firm, but if a single audit was necessary, then they were the second lowest cost firm.

Plante & Moran by far has the most governmental clients in southeast Michigan. In addition, they are recognized as a leader in the public sector industry providing training and presentations to public finance groups and responding to the Governmental Accounting Standards Board on proposed changes.

The City also obtained quotes for preparing the State of Michigan F-65 report (a report the state uses to summarize financial data from all municipalities in the state) and the 5-year financial forecast. At this time, Finance staff is not recommending the preparation of the F-65 service. The 5-year forecast is currently being evaluated because of the cost of the service. This service may be performed by a different firm who can provide the service at a lower cost.

LEGAL REVIEW:

Legal reviewed the RFP and City contract. Due to the nature of these services, it is likely that Plante & Moran’s standard audit contract and the City’s contract will have to be merged and reviewed by legal before it can be signed.

FISCAL IMPACT:

The base audit price of \$66,750 is substantially less than the City will pay this fiscal year (\$75,610). Currently, the preparation of the ACFR is done by the Finance Department. This is a very time consuming task which is best handled by the auditors who have the software and expertise to prepare the ACFR more timely and efficiently.

PUBLIC COMMUNICATIONS:

None.

SUMMARY

City staff recommends that the audit services contract be awarded to Plante & Moran, PLLC for the fiscal years 2022-2026 with optional years 2027 and 2028.

ATTACHMENTS:

1. Plante & Moran, PLLC bid document
2. Audit Services RFP

SUGGESTED COMMISSION ACTION:

To move a motion adopting a resolution awarding the audit services contract to Plante & Moran, PLLC, for fiscal years 2022-2026 with optional years 2027 and 2028 and authorizing the Mayor to sign the contract on behalf of the City pending a mutually agreed upon contract.



SEPTEMBER 22, 2021

Plante Moran

1098 Woodward Ave.
Detroit, MI 48226
313-496-8542

Tim St Andrew, CPA
Lead Engagement Partner

313-496-8542
timothy.standrew@plantemoran.com

Make the mark.

CITY OF BIRMINGHAM

Professional Financial and Compliance Auditing and
Reporting Services Proposal



Audit. Tax. Consulting.
Wealth Management.

September 22, 2021

Mr. Mark Gerber
Finance Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mr. Gerber and the City Evaluation Committee,

Thank you for the opportunity to submit our proposal for professional financial and compliance auditing and reporting services to the City of Birmingham (“the City”). We’ve enjoyed working with the City over the years and look forward to continuing to support you. The City of Birmingham is an important and valued client to the firm and our governmental practice.

Birmingham is one of the **best places to live**. Just as the City’s strong governance has been recognized for providing a high quality of life to the community, our firm has been recognized for our community culture. Plante Moran is a 23-time consecutive winner of Fortune magazine’s “100 Best Companies to Work For” and awarded by the Detroit Free Press as a “Top Workplace.”

The City is known for excellence in financial reporting. Our goal is to help you sustain the high standing you hold in the State of Michigan and nationally, with the AAA bond rating, by providing quality, independent auditing services from a nationally recognized audit firm that gives you transparent, compliant financial statements. The City Commission and management of the City of Birmingham have demonstrated a strong commitment to external financial reporting excellence and transparency. We take pride in the work we’ve provided the City in the preparation of its many ACFRs, all of which have been the recipient of the prestigious Certificate of Achievement for Excellence in Financial Reporting as awarded by the Government Finance Officers Association of the United States and Canada.

The City has implemented several monumental new accounting standards in recent history, including GASB 67/68, 74/75, and 84. Our firm was proactive in educating the City on the new reporting requirements through on-site visits, firm-sponsored trainings, and complimentary webinars. We also developed easy-to-use toolkits to simplify the implementations for the City. We are confident that if we are retained to continue as your residents’ independent auditors, the City can look forward to many more years of outstanding financial accounting, including smooth and effective implementation of upcoming GASB standards. Our expertise in this area will be critical for fiscal year ending 2022, when the City will implement GASB 87, *Leases*.

Our government team has deep knowledge of the Office of Management and Budget’s 2 CFR Part 200 — otherwise known as Uniform Guidance (UG). With deep relationships in the compliance audit sector, our team will continue to come to your engagement with both in-depth training and significant experience in the field, especially as the City continues to navigate COVID-19 related federal funding.

We pride ourselves on the variety of services we bring to our governmental clients. We have appreciated being able to serve the City in a variety of capacities. For example, we have provided annual guidance on the City's five-year forecast and provided thought leadership and active guidance through Plante Moran Financial Advisors and Plante Moran CRESA.

Our established history of working effectively and collaboratively together is a true advantage for the City. We have developed a strong working synergy by providing unmatched counsel no matter the issue, collaboration between our teams, and proactive communication throughout the year. We will build on this relationship, standing by you and helping you meet new challenges and opportunities in stride. We will continue to provide excellent service and valuable ideas.

Our proposal describes how we will continue to serve you and specifics on the scope of work, timeline, and fees. We know you have many options when it comes to selecting an audit firm, but Plante Moran stands apart from the competition. Here's how we're different from other firms and what that means to the City of Birmingham:

- ✓ **We're a top U.S. audit, tax, and consulting firm with a large, dedicated governmental industry practice.** Our 250+ government team serves 1,700 public sector clients across the U.S., including 500+ cities, counties, townships, governmental component units, and public pension funds.

Benefits to the City of Birmingham:

- **New and broader perspectives** because we draw on a broader base of knowledge gained from serving cities, counties, and agencies within Michigan and nationwide.
- **No need to train or educate our team** since each member's career focus is government auditing.
- **A strong, deep bench of governmental advisors** who are available to call on anytime.

- ✓ **We prioritize client service over maximizing firm profits.** Unlike other firms, we are organized by industry focus, not by location-specific profit centers. Your multidisciplinary engagement team includes audit, single audit, professional standards, and IT specialists from across the firm, chosen for the skills and expertise that best match the City's needs.

Benefits to the City of Birmingham:

- **You'll work with our most qualified experts** for the City's specific financial statement audit, single audit, and GASB implementation needs.
- **More personal attention, proactive collaboration, communication, and guidance** from engagement leaders and team members that truly care about the City.
- **More engagement team continuity:** We draw from our large government specialist pool to establish your team at the outset. Our comparatively low turnover rate means they keep coming back year after year.
- **You'll also have direct, immediate access to our firmwide resources.** As your needs change, we can quickly bring experts from other service areas, including IT and cybersecurity.

- ✓ **We are industry leaders.** We file 575+ single audits annually; have audited 750+ ACFRs over the past 25 years; audit over \$600 billion in plan assets held by governmental and benefit plans; and hold active leadership roles in key industry groups like the AICPA Governmental Audit Quality Center, GASB, and GFOA.

Benefits to the City of Birmingham:

- **Federal agency experience you can rely on** — especially as you navigate ARPA, CARES Act, FEMA, or other federal funding.

- **Confidence in retaining your Certificate of Achievement** for Excellence in Financial Reporting.
 - **A voice in the standard-setting process:** We provide feedback to the GASB on proposed standards and propose changes to the GASB's implementation guides. Our Technical Standards Partner Michelle Watterworth is the chair of the AICPA State and Local Government Expert Panel, which articulates the views of the industry to the GASB when new standards are set.
 - **Expert industry insights, resources, and training throughout the year,** in addition to our ongoing conversations with you. Our additional articles, complimentary trainings, webinars, and toolkits will keep you up to date on trends, upcoming industry changes, and new accounting standards to help you better plan for the future.
 - **Access to our online government industry resource center** featuring thought leadership and guidance on current hot topics like the financial impacts of ARPA and the COVID-19 pandemic.
- ✓ **We're right-sized for you.** Many local governments are underserved by other national professional services firms but have needs beyond the skills and resources of most local and regional firms. With Plante Moran, you'll get the capacity, resources, and fresh perspective you need delivered with the personal, world-class service you deserve.

We sincerely hope that our historically excellent audit results, unprecedented governmental expertise, and complimentary value-added service and tools will enable us to remain your independent auditors for many more years.

The content of this proposal presents a firm and irrevocable offer for at least 120 days after proposal opening. As a partner of Plante & Moran, PLLC (Plante Moran), I am authorized to bind the firm under the proposal.

On behalf of the entire Plante Moran team, it has been a pleasure to serve the City, and I would be honored to continue supporting your vibrant community.

Sincerely,



Timothy St. Andrew, CPA
Lead Engagement Partner
313-496-8542
timothy.standrew@plantemoran.com

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Our answers to your questions



01. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 4)
 - b. Cost Proposal (Attachment C - p. 5)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 6)
 - d. Agreement (only if selected by the City).

Required forms

Please see pages 4-6 for all required attachments.

Attachment B - Bidder's agreement

ATTACHMENT B - BIDDER'S AGREEMENT

For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

In submitting this proposal, as herein described, the Audit Firm 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.

Timothy St. Andrew, CPA	September 22, 2021
PREPARED BY (Print Name)	DATE
Engagement Partner	September 22, 2021
TITLE	DATE
	timothy.standrew@plantemoran.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Plante Moran, PLLC	
COMPANY	
1098 Woodward Ave., Detroit, MI 48226	313-496-8542
ADDRESS	PHONE
Plante Moran, PLLC	313-496-8542
NAME OF PARENT COMPANY	PHONE
1098 Woodward Ave., Detroit, MI 48226	
ADDRESS	

Attachment C - Cost Proposal

For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

SERVICE	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026
Audit Services	\$66,750	\$68,085	\$69,450	\$70,835	\$72,250
Single Audit (per major program)	7,780	8,000	8,200	8,400	8,600
Drafting and Printing the ACFR	4,420	4,500	4,600	4,700	4,800
Filing Form 990	2,900	2,975	3,025	3,100	3,175
Total (Not to Exceed)	\$81,850	\$83,560	\$85,275	\$87,035	\$88,825

Additional Services:

Filing F-65	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
Review & Presentation of Five Year Forecast	3,500	3,570	3,650	3,725	3,800
Total Additional Services	\$4,750	\$4,820	\$4,900	\$4,975	\$5,050

LEVEL	HOURS		HOURLY RATE		TOTAL AUDIT FEE 6/30/2022
Partner	84	X	\$250	=	\$21,000
Managers	123	X	\$180	=	\$22,140
Supervisory staff	174	X	\$115	=	\$20,010
Staff	220	X	\$85	=	\$18,700
Other	-	X	-	=	\$-
Grand Total (Not to exceed)*					\$81,850

* Grand total (not to exceed) audit fee for the year ended June 30, 2022 includes the audit services, single audit with one major program, drafting and printing the ACFR, and filing form 990.

Firm Name Timothy St. Andrew, CPA

Authorized signature  Date September 22, 2021

Attachment D - Iran Sanctions Act Vendor Certification Form

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

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.

Timothy St. Andrew, CPA	September 22, 2021
PREPARED BY (Print Name)	DATE
Engagement Partner	September 22, 2021
TITLE	DATE
<i>Timothy St. Andrew</i>	timothy.standrew@plantemoran.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Plante Moran, PLLC	
COMPANY	
1098 Woodward Ave., Detroit, MI 48226	313-496-8542
ADDRESS	PHONE
Plante Moran, PLLC	313-496-8542
NAME OF PARENT COMPANY	PHONE
1098 Woodward Ave., Detroit, MI 48226	
ADDRESS	
38-1357951	
TAXPAYER I.D.#	

02. Provide a description of the size of the firm, the size of the firm’s governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is required to submit a copy of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Firm description

We are the 13th largest certified public accounting and management consulting firm in the nation. With **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

Fast facts



1924

Year founded



3,300+

Staff



24

Offices worldwide



25+

Industries served



50

States with clients



100+

Countries with clients



45+

Services available



30

Languages spoken firmwide

Plante Moran's history and culture, in under five minutes

Our firm's founders had a vision:
"to create a people firm disguised
as an accounting firm."

In other words, our professional expertise is just one part of who we are. Our character is what sets us apart and allows us to build meaningful relationships with our clients and colleagues.

As we move into the future — and continue to use artificial intelligence, data analytics, and other technologies to empower our client service model in new ways — we'll hold steadfast to that philosophy.



We invite you to watch our short film at plantemoran.com/get-to-know, which captures our history, goals, and impact.

Our governmental audit practice

Governmental experience that's beyond the expected.

When we serve governmental entities, ensuring compliance is just the first step. As the City's partner, we'll translate our expertise into solutions, helping you streamline operations, contain costs, and stay ahead of the curve. Why? It's simple: Investing in our clients means investing in the future of our communities.

What our practice looks like

500+ Governmental clients, including:

- Local governments
- Airports
- Transportation organizations
- Authorities
- Pension systems
- Special districts
- State agencies
- Utilities

1,700+ Public sector clients served

750+ Annual Comprehensive Financial Report (ACFR) audits conducted in the past 25 years whereby the ACFRs have received the GFOA's Certificate of Achievement for Excellence in Financial Reporting

575+ Single audits performed annually

250+ Staff dedicated to serving governmental clients

25+ Partners dedicated to serving governmental clients

75 Years serving government entities

\$9B Federal expenditures audited per year

40 States with public sector clients

How we stand apart from the competition

When it comes to serving municipalities and government entities, the Plante Moran difference can be boiled down to two key factors:



1 Our governmental clients are served by professionals who have made the public sector a focus of their careers.

Because our firm is organized by industry (not by office or region), you'll always be served by specialists who have already served many governmental entities, including cities and counties, municipal operations, water and sewer authorities, transit authorities, state government agencies, and public library systems.



2 Our firm is unmatched in the level of research we conduct on challenges facing governmental leaders.

Our active involvement in government associations — along with our firsthand experience serving a large, diverse client base — is at the heart of our technical expertise. We pass on what we learn to our staff in the form of internal training seminars and to our clients through our webinars, white papers, and toolkits.

Single audit experience

Our team members are undisputed experts in the single audit sector. City of Birmingham's engagement will feature trained professional staff with significant single audit experience, as well as our proprietary single audit programs, questionnaires, and tools, which are customized to specific grants. Our audit reports and workpapers are regularly reviewed by federal oversight agencies and are considered best in class. Our approach will increase efficiency and minimize the use of your staff's time and resources. Our single audit experience will be increasingly beneficial as the City navigates ARPA and other new federal funding.

Qualifications that lead to quality single audits

[An analysis of single audit engagements performed by the AICPA's Peer Review Program](#) determined that the following factors have a strong correlation to quality performance. Plante Moran excels in all three.



1. Size of the firm's single audit practice



2nd largest single audit provider in the nation
575+ single audits completed annually
\$9B in federal expenditures audited per year



2. Qualifications of the engagement partner



We staff single audit teams with experienced partners and single audit specialists who are deeply engrained in federal compliance issues.



Our team members not only take single audit CPE courses annually, but also teach many of those courses attended by other CPA firms. Our training materials are used nationally.



3. AICPA Governmental Audit Quality Center (GAQC) Membership



We're a charter member of the GAQC and will share advance notice of issues that impact the single audit. According to the above-mentioned AICPA study, GAQC members had **two times greater conformity** to professional standards than nonmembers.

The study also found that GAQC members who performed 11 or more single audits annually — **like Plante Moran** — had 100% conformity to professional standards.

We're proactive rather than reactive when it comes to Uniform Guidance.

Our involvement: Partner Amanda Ward (our firm's single audit industry technical leader) is a member of the GAQC executive committee.

How you benefit: Advance notice of upcoming changes and guidance, quick answers to difficult questions, and help resolving federal compliance issues.

Our involvement: We maintain direct contact with the AICPA and federal agencies, including the OMB, HHS, HUD, U.S. Department of Education, and EPA, and frequently conduct training sessions at conferences sponsored by these agencies.

How you benefit: Efficiency and ready access to knowledgeable staff.

Our involvement: We annually review and comment on changes being made to the Single Audit Compliance Supplement.

How you benefit: Faster response time to Uniform Guidance updates and help identifying changes to procedures and documentation, before the audit starts.

Your goals + our solutions

Our relationship with you will focus on three main themes: accountability, sustainability, and strategy.



A transparent, honest relationship with the public is essential.

We know that quality financial reporting plays a key role in public trust, decision-making, and bond ratings. We provide an independent, objective, and fact-based approach that gives you and your constituents a clear picture of the cost and performance of operations and programs.

Increasing demand and diminishing resources are constant pressures.

That's why we're ready to help you make sure your use of tax dollars and public resources:

- Is in compliance with laws and regulations
- Supports programs that achieve your objectives
- Provides services in an efficient, effective, and ethical manner
- Is setting you up for long-term financial health

Now is the time to take your success to the next level.

While accountability and sustainability are the foundation of our relationship, a strategic lens is where we can make the most difference for the City. We want to help you innovate and grow, while reducing costs and leveraging talent. Here are some ways we bring added value:

- IT/cybersecurity analysis
- Financial forecasts
- Multi-year budgeting
- Strengthening internal controls

Service capabilities

We have developed a comprehensive menu of services for our governmental clients. Our experienced, independent consultants can complement the expertise and skills of your in-house team.



Financial

- Financial statement audit
- Public pension system audit
- Single audit
- Accounting & financial services
- Long-range planning
- Institutional investment advisory



Enterprise risk

- Enterprise risk management assessments
- Internal audit
- Internal control reviews
- Application controls
- Forensic, investigative services, & litigation support



Operations & process

- Needs assessment
- Process redesign
- Operations review
- Rightsizing/cost containment
- Shared services/collaboration



Technology strategy

- IT assessment
- Strategic planning
- Acquisition management
- Contract negotiations
- Project management
- Sourcing
- Cloud strategy



Infrastructure

- Network assessment
- Design & acquisition
- Implementation management
- Video surveillance/door access control
- Enterprise wired/wireless design & selection
- Independent verification & validation



Cybersecurity

- HIPAA/HITECH compliance
- Disaster planning
- SAS70/SSAE16/SOC assessment
- IT audit
- IT risk assessment
- PCI DSS assessment
- Network security assessment



ERP

- Assessment & gap analysis
- Requirements definition
- Solution selection
- Contract negotiations
- Implementation management
- Independent verification & validation



Facilities*

- Facility analysis & rationalization
- Project & financial feasibility
- Owner's representation – design management & construction oversight
- Lease, buy, build, monetize, & sale/leaseback
- Bond strategy, planning, & campaign



Human capital

- Employee benefit strategies
- Personnel assessment
- Early retirement incentive plan, design, & consulting

*These services are provided by Plante Moran Cresa (an affiliate of Plante Moran).

We don't just participate – we lead

The auditors and consultants within our governmental practice meet all Government Accountability Office and continuing education requirements. But we've also taken our industry commitment to the next level. We're heavily involved in government professional associations so that we can stay ahead of emerging issues and shape the practical application of standards and regulations. We do this not just to maintain our expertise, but to act as an advocate for our clients and keep them informed.



- Founding member of the Governmental Audit Quality Center (GAQC)
- Serve on the State and Local Government Expert Panel, which meets annually with the GASB and helps shape their agenda, as well as responding to each exposure document
- Participate in federal single audit roundtable with invited members from GAO, OMB, and various federal agencies
- Past Chair of the American Institute of CPAs (AICPA) in 2008, and a partner currently serves on the Council



- Propose changes to Governmental Accounting Standards Board (GASB) Implementation Guides
- Actively respond to significant proposals for new governmental accounting rules
- Testified before GASB and participated in some of their research projects



Government Finance Officers Association

- Involved in national and state-level associations including Colorado (CGFOA), Florida (FGFOA), Georgia (GGFOA), Illinois (IGFOA), Michigan (MGFOA), New York (NYSGFOA), and Ohio (OHGFOA)
- Facilitate training sessions at the annual conference



- Provided training at annual conference



- Active membership, attend NASC and NASACT conferences
- Facilitated conference training sessions



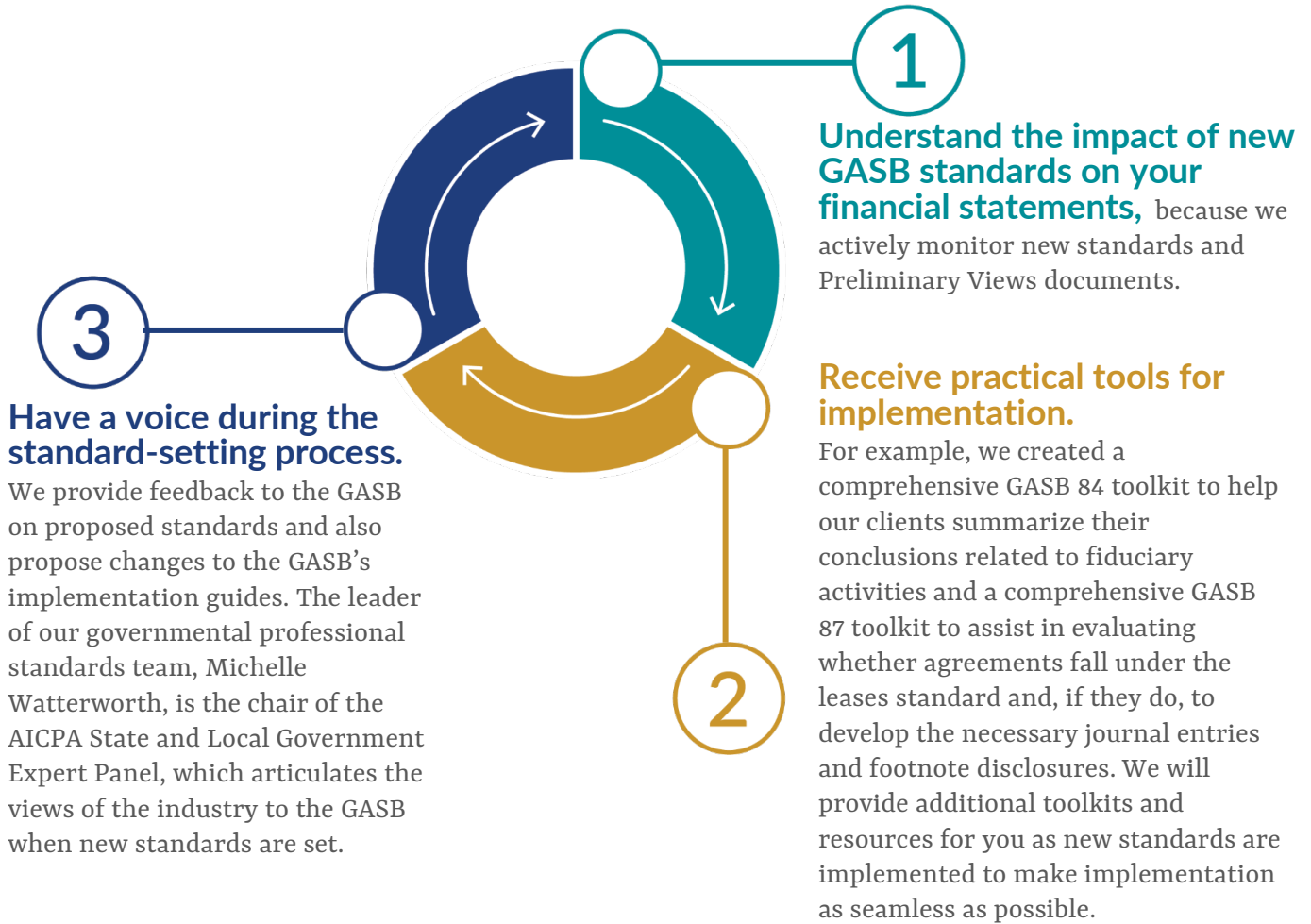
- Active membership, attend conferences

Additional industry involvement:

- Airports Council International – North America (ACI-NA)
- American Public Transportation Association (APTA)
- American Water Works Association (AWWA)
- GMIS International
- International City/County Management Association (ICMA)
- Public Technology Institute (PTI)
- American Public Works Association (APWA)

Added benefits from our GASB involvement

We envision our GASB involvement as a cycle that yields ongoing benefits for our staff and our clients. With our team as your partner, the City of Birmingham will:



“ Our public sector clients are more than just prepared for change – they’re at the forefront of it.

My constant goal is to share my specialized expertise and enable colleagues and clients to efficiently address complex technical issues while providing them the implementation guidance and resources they need.”

— Marie Stiegel

Governmental Technical Group Leader and Engagement Technical Principal



[Click here](#) to learn more about the public testimony Marie and our standards team provided at the GASB Public Hearing held on March 23, 2021.

Deeper insights, delivered year-round

We'll provide frequent updates throughout the year to help you analyze how recent changes in regulations, legislation, economic conditions, and trends could impact the City of Birmingham. We deliver this thought leadership via CPE-approved webinars and publications at **no additional cost**. Our Government Perspectives quarterly e-newsletter provides clients with updates on finance, technology, and operational issues and includes ideas for maximizing limited resources.

A few examples of our thought leadership include:

Thinking about becoming a smart city? 10 benefits of smart cities

[READ MORE](#) 

The next four years: How successful organizations will manage risk?

[WATCH NOW](#) 

White paper: Are you prepared for the next disruption? An enterprise risk management guidebook

[READ MORE](#) 

Join us for our Public Sector Webinar Series in which our experts will explain the impact of COVID-19 funds on your single audit, break down what you need to know about regulatory updates, and more.

[WATCH NOW](#) 

Webinar: understand the key changes included in the 2021 Office of Management and Budget (OMB) Compliance Supplement.

[WATCH NOW](#) 

Experience with the GFOA's ACFR award program

Plante Moran has conducted more than 750 ACFR audits in the past 25 years whereby the ACFRs have received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. We look forward to assisting the City in continuing to meet the requirements of this program.

The team assigned to your engagement will work with Marie Stiegel, our governmental industry technical leader, to ensure GFOA certificate requirements are met. We're also involved in the GFOA's national and state-level associations, which gives us a greater understanding of what the GFOA is looking for in its awards program.



Training resources and support

Our training programs emphasize our value-added approach to providing financial statement audits and consulting services. In addition to the training requirements of our profession, our staff undergo extensive training specific to our governmental clients, with a focus on:

- Government financial and accounting updates and relevant tax issues
- Specific audit training (including audits of federal programs performed under Uniform Guidance)
- Continuous process improvement and total quality management
- Information system issues and other operational matters

Representative governmental training courses for our staff

CPE PROGRAM NAME	CPE CREDIT HOURS	DESCRIPTION
Annual governmental update training	8 hours	Offered to all staff, managers, and partners. This course discusses the upcoming GASB statements and other issues facing our governmental clients.
Governmental bootcamp	4 hours	Required for all staff with three or fewer years or experience and offered to all other staff. This session provides an overview of unique considerations when auditing governmental entities.
Single audit reviewer training	4 hours	For partners and managers. This session provides a more in-depth look at current changes to the single audit environment and helps attendees understand appropriate approaches to auditing the federal dollars being received.
Single audit bootcamp	4 hours	Required for all staff with three or fewer years of experience and offered to all other staff. This session provides an overview of how to conduct a single audit from start to finish, which includes major program selection and compliance testing.
Preparing for Your Single Audit	1 hour	Offered to staff and clients. Learn when a single audit is needed for the first time due to increased funding and how to prepare for a successful single audit.

CPE PROGRAM NAME	CPE CREDIT HOURS	DESCRIPTION
GASB 84 Webinars	2 hours	Offered to staff and clients. The first webinar introduces the new fiduciary activities standard, summarizes the new criteria for identifying fiduciary activities, and explains the new accounting and reporting requirements. The follow-up webinar discusses key learnings from GASB Implementation Guide 2019-2, the application of the new criteria for identifying potential fiduciary activities, the potential significant changes to financial statements, and final steps to prepare for implementation.
Charting GASB's course	1 hour	Offered to staff and clients. This webinar offers insight on GASB's latest projects and their impacts on financial reporting, provides an understanding of future GASB standards, and identifies timelines and strategies to prepare for the implementation of the standards.
GASB 87 Webinar	1 hour	Offered to staff and clients. This webinar explores the complexities of the new standard, including what qualifies as a lease and the new reporting requirements, and discusses key steps required for successful implementation.

Our offices serving you

Your audit will be led by partner Tim St. Andrew, with Alisha Watkins as colleague partner, and served by a blended team of five to seven government industry experts from our Detroit and Southfield Michigan offices.

Our **“one-firm” firm** structure is what enables us to staff your engagement with experts from our government team, which are dedicated to serving Cities and their component units as well as counties, towns, transportation authorities, public retirement entities, and other public sector clients across the country. The model is based on the philosophy that serving you, our client, comes first — even before firm profits.

We will serve you from the following local offices in Detroit and Southfield.

1098 Woodward Ave.
Detroit, MI 48226

3000 Town Center, Suite 100
Southfield, MI 48075

Professional staff serving the City of Birmingham

As mentioned above, your engagement team will be comprised of five to seven governmental auditing experts, all of whom are full-time Plante Moran employees. They are actively involved in our governmental audit practice and meet the GAO audit requirements, including governmental continuing education. Our team of CPAs and consultants specialize in the government sector — they are not “on loan” from any of our industry groups during their slow periods. We do not use part-time or seasonal staff because we conduct work for governmental clients year-round.

Joint venture or consortium

Plante Moran is proposing on this engagement as the sole service provider. We are not proposing as a joint venture or in consortium with another firm, nor will we outsource or subcontract any of the services related to those requested by the City in this RFP.



We chose Plante Moran based on their deep knowledge and experience in performing audits of municipal governments.

We have access to technical experts who are leaders in governmental accounting and auditing. I have been the finance director in two different cities that have economic challenges, and Plante Moran has helped me meet my professional goals to publish high quality financial statements that can be trusted by investors in the City's bonds and also by elected officials.”

— **John Naglick, Jr., Chief Deputy CFO/Finance Director City of Detroit**

Quality Control Review

Plante Moran has a peer review performed every third year by an independent CPA firm in accordance with American Institute of Certified Public Accountants (AICPA) standards. The peer firm selects a sample of audit engagements from all of the industries served by Plante Moran and ensures that the audits were performed in accordance with professional standards. **The most recent peer review was completed for the fiscal year ended June 30, 2019. The firm received a rating of “pass” with no comments or findings.** Firms can receive a rating of pass, pass with deficiency, or fail. **The most recent quality control review also included a review of several government engagements.**



550 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809
225-922-4600 Phone - 225-922-4611 Fax - pnpcpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019

Plante Moran has no history of substandard work.

Desk reviews

Many of our clients receive direct federal funding, resulting in program audits or single audits that are required to be desk-reviewed by the federal cognizant/oversight agency. None of these desk reviews have resulted in any findings of substandard or deficient auditing. Further, **we have had multiple field reviews of our engagements by both federal and state inspectors during the past three years, none of which have resulted in any findings of substandard or deficient auditing.**

Disciplinary action

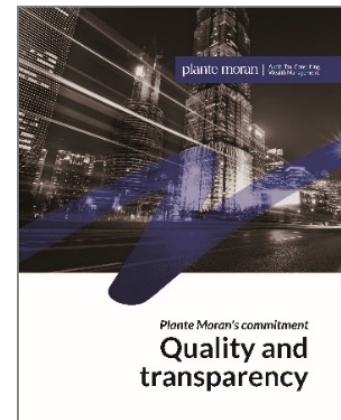
There has never been any disciplinary action taken, nor is any pending, against our firm from either federal or state regulatory bodies or any state board of accountancy. One of the practices that contributes to our strong quality and high client satisfaction is our professional standards process. Our audit approach includes professional standards involvement from the beginning of your engagement. This ensures no last-minute surprises and gives us time to work together on issues that may arise.

Quality control procedures

Plante Moran has built a nearly 100-year reputation based on quality and integrity — on doing things right. We've never been one to take shortcuts. Our methods ensure a quality product every time; we have rigorous quality control processes in place, an open-door policy, colleague partnering, and the ability to ask questions at any point in the process. These systems enable us to do things right not only because you depend on us for it, but also because it's the right thing to do.

Our director of professional standards reminds us: **“Every job is a self-portrait of the person who did it. Autograph your work with quality.”** We aspire to do that for every client, every day.

[Download our audit quality and transparency report.](#)



03. **The firm should provide an affirmative statement that it is independent of the City of Birmingham and Baldwin Public Library as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards. In addition, the firm shall give the City of Birmingham written notice of any professional relationships entered into during the period of this agreement which could affect its independence.**

Firm independence

We have identified no conflicts of interest with the City of Birmingham and Baldwin Public Library. This includes an analysis on affiliates of the City and Library based on the AICPA revised independence interpretation that impacts State and Local Governments beginning in 2022.

We are dedicated to the highest professional ethics and to our obligation to serve the public interest and honor the public trust in discharging our responsibilities. Our firm has detailed formal policies and procedures to carefully assure our independence, which allow us to proactively assess potential conflicts on a firmwide basis. It is our policy that all staff will adhere to applicable independence, integrity, and objectivity requirements. These requirements include regulations, interpretations, and rulings of the AICPA, state CPA societies, state boards of accountancy, state statutes, the SEC, the PCAOB, and other regulatory agencies where applicable. For new clients and projects, we perform extensive internal reviews to identify potential conflicts firmwide.

Firm policies require completion of a rigorous acceptance process, which includes:

- Approval by firm management prior to the acceptance of any significant client or project for an existing client
- Detailed evaluation of matters that could potentially impair independence
- Notification to all partners and managers for review for potential conflicts or independence issues prior to acceptance of new audit client

Firm policies also require regular monitoring of independence, which includes:

- Review of the firm's selected restricted client list and firm client list prior to a practice staff member acquiring securities of clients, obtaining a prohibited loan from a client, or entering into a business relationship with any entity on this list, which includes not only publicly held attest clients but also RIAs associated with private investment fund clients, broker-dealers, and financial institution clients
- Review of internal billing and marketing systems to proactivity identify affiliate relationships
- Completion of a formal annual independence confirmation by all practice staff related to all current attest clients, including attesting to any new relationships that could lead to or cause conflicts of interest
- Required consultations with a member of the Independence Leadership Team when a change in services or relationships warrants re-evaluation

Our partners and staff also complete mandatory ongoing training to stay up to date on independence rules and related topics. As changes in independence and other rules take place, we will embrace them fully and in all respects, and we will make any changes necessary to keep our commitment of independence, integrity, and objectivity to you, our clients, and to the public that you and we serve.

04. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the City's engagement and indicate whether each such person is registered or licensed to practice as a certified public accountant in Michigan. The audit firm shall provide information on the government auditing experience of each person, including the number, qualifications, experience and training, as well as information on continuing professional education and membership in professional governmental organizations relevant to the performance of this audit.

The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if they leave the firm, are promoted, or are assigned to another office. The City requests that it be notified of the change. If personnel are changed, the City of Birmingham retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.

Your engagement team

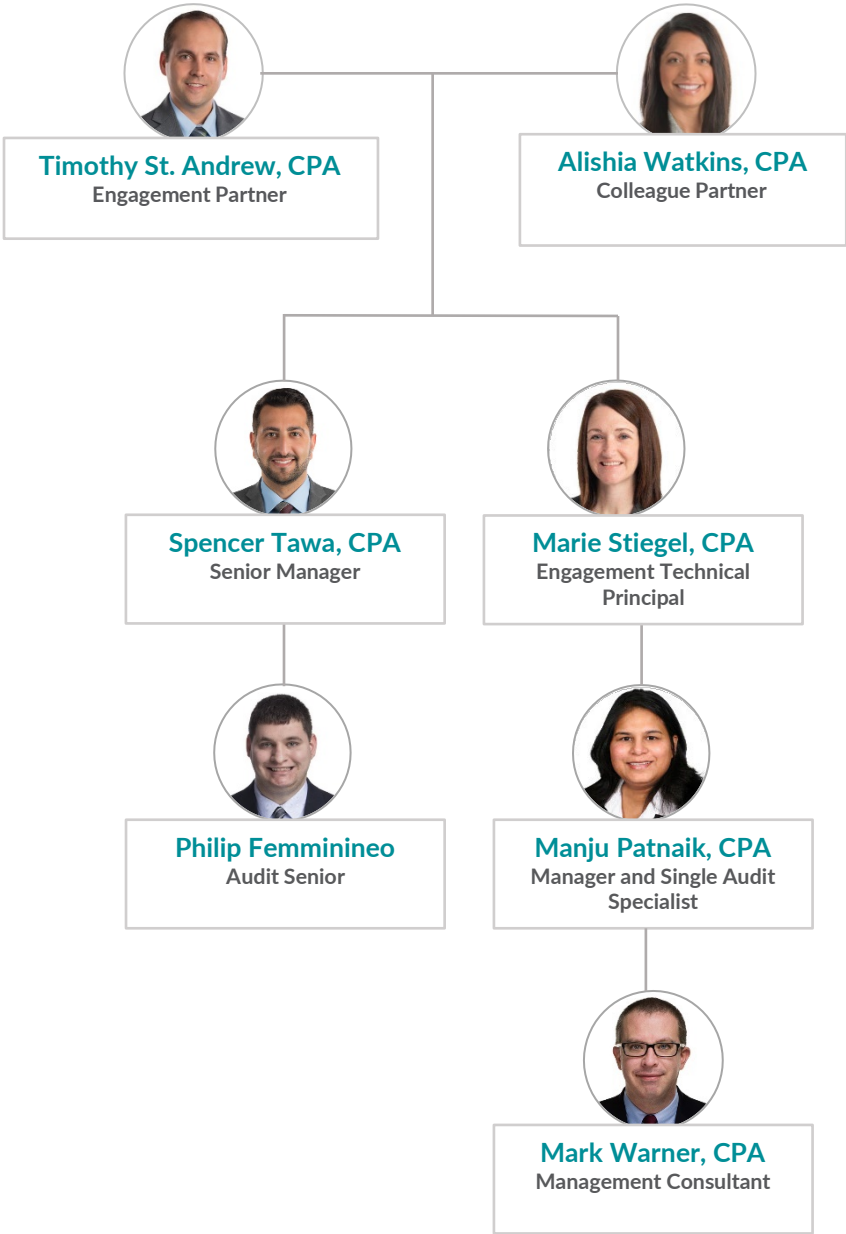
Overseeing the entire team will be **Tim St. Andrew as your lead engagement partner and contact person**, and Alisha Watkins as colleague partner. They have deep experience leading governmental audit engagements and serving governmental entities of all types.

Audit senior manager Spencer Tawa and audit senior Philip Femminineo will lead the audit team. **The team will also include two to three additional field staff assigned from our dedicated bench of more than 200 governmental auditors.**

Additional key resources include our Technical Principal Marie Stiegel and single audit specialist Manju Patnaik . Both are technical leaders for the governmental industry who will serve as technical standards experts and advisors to the engagement teams and the City. They will not only be actively involved throughout the audit, but they will also be available on demand as needed throughout the year.

We've also included Mark Warner, our governmental IT specialist. Mark will assist with our IT general controls testing and brings his direct access to our other in-house BS&A experts.

City of Birmingham engagement team organization



Each engagement team member is licensed to practice as a certified public accountant in the state of Michigan.

Our team in action

Our greatest asset is our people — not just their knowledge, but also their integrity and commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with varied ways of thinking that complement one another. Each person serves a necessary role on the engagement, as described below.



Timothy St. Andrew, CPA

Lead Engagement Partner

313-496-8542 | timothy.standrew@plantemoran.com

Role: When the City of Birmingham needs an answer, I am your first call. I'll be your contact person and will participate in meetings with the commissioners, management, and staff to explain not only our audit results, but also to answer questions and advise your staff on accounting and industry matters. My primary goal is to make sure we look out for your interests proactively, respond to your questions promptly, meet all deadlines, ensure no surprises, and value your time.

Experience: With over 16 years of experience, I am a member of the firm's governmental attestation and consulting practice, primarily serving local governmental units. I coordinate the ongoing audit engagements for several cities and counties. My recent experience also includes several governmental consulting assignments, including preparation of long-range financial plans, fiscal health evaluation, assistance with investment policies and procedures, preparation of utility rate studies, federal program compliance and accounting assistance, design and analysis of internal control systems, evaluating adequacy of employee personnel, assistance in changeover, and training of new staff.

REPRESENTATIVE CLIENTS SERVED

Clients served include the Cities of Birmingham, Detroit, Rockwood, Brighton, Eastpointe, and Southgate, MI; City of Longmont, CO; City of Loveland, CO; Counties of Oakland and Ingham, MI; City of Detroit Water and Sewer Department; City of Detroit Department of Transportation; Oakland County Public Transportation Authority; Oakland County Art Institute Authority; and Oakland County Zoological Authority.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA, Michigan Association of Certified Public Accountants, Michigan Governmental Finance Officers Association, Colorado Governmental Finance Officers Association, Colorado Municipal League, Oakland County Treasurers' Association, and Michigan Municipal Executives, and I am an instructor of Plante Moran's continuing professional education program.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: My favorite vacations with the family are to Sanibel Island, Fla., where we can see dolphins and alligators, collect seashells, ride bikes around the island, and relax on the beach.



Alisha Watkins, CPA

Colleague Partner

248-223-3398 | alisha.watkins@plantemoran.com

Role: I'll bring an additional layer of fresh perspective to your engagement in my role as your colleague partner. As another partner available to you throughout the year, I'll add value by sharing expertise, identifying efficiencies, and mining ideas from an objective viewpoint. We refer to this extra level of partner involvement as our colleague partner approach, and it sets us apart from our competitors.

Experience: I have nearly 17 years of experience with the firm's governmental assurance practice, primarily serving local governmental units, with a focus on public utilities. In fact, my client base is over 70 percent governmental.

In addition to providing audit services, I:

- Perform consulting services and agreed upon procedures,
- Prepare financial projections, rate setting modeling for governmental utility clients, and water and sewer rate studies
- Facilitate client education/training, as well a variety of other governmental advisory services related to client financial, strategic, and operational matters.

I assist clients with GASB implementation and with identifying improvements in internal control systems. I am a Governmental Single Audit Specialist (GSAS) within our firm, in which I supervise our staff on audits of federally funded programs. I have served as an instructor in our internal continuing professional education program.

REPRESENTATIVE CLIENTS SERVED

Some examples of current clients I serve include the Cities of Lathrup Village, Southfield, Westland, and East Lansing MI; Township of Canton MI; Northern Colorado Water Conservancy District, South Huron Valley Utility Authority, Wyandotte Department of Municipal Services, and East Lansing-Meridian Water and Sewer Authority.

PROFESSIONAL AFFILIATIONS

I am a member of the American Institute of Certified Public Accountants, the Michigan Association of Certified Public Accountants, the Michigan Government Finance Officers Association, the American Water Works Association, and CS Week.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: My favorite vacation to this day was in Jamaica. It might have something to do with the fact that my husband and I got married on the beach there.



Spencer Tawa, CPA

Senior Manager

248-223-3232 | spencer.tawa@plantemoran.com

Role: I will manage the overall audit engagement, ensuring that our team works collaboratively to deliver quality and efficient service. You will see me regularly in the field, as I work with the rest of our audit team and your staff. I want to hear what's going well (or not) and what issues are on your mind.

Experience: I have over nine years of experience serving governmental clients, including large public employee retirement systems. I work on audit engagements, including those with single audits and financial statements that are submitted to the GFOA's Certificate of Achievement for Excellence in Financial Reporting program. I am also part of our governmental industry professional standards department, which entails performing engagement quality reviews for our governmental reports and assisting other engagement teams with implementation of new accounting standards and technical research. In addition, I present at internal municipal and external trainings technical trainings for organizations such as MGFOA and MICPA.

My work on large public employer plans has also provided me with opportunity to hone my accounting and auditing technical skills related to harder to value investments. While these types of investments offer specific challenges, my experience allows for effective and efficient solutions to these challenges.

REPRESENTATIVE CLIENTS SERVED

Some examples of current clients I serve include the City of Detroit, City of Wyandotte, City of Grosse Pointe, City of South Lyon, Municipal Employees' Retirement System of Michigan (MERS), General Retirement System of the City of Detroit, Police and Fire Retirement System of the City of Detroit, and New Hampshire Retirement System.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA, Michigan Association of Certified Public Accountants, and Michigan Association of Public Employee Retirement Systems.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: I enjoy traveling and have visited 12 countries (so far). One of my favorite experiences, especially being an avid sports fan, was attending the Wimbledon tennis tournament in London.



Marie Stiegel, CPA

Engagement Technical Principal

616-643-4146 | marie.stiegel@plantemor.com

Role: I'll act as a technical resource to you as well as to the engagement team. In addition to performing a pre-issuance review of your financial statements, I am also available throughout the year to assist with technical questions and to keep you up to date on all things GASB.

Experience: I'm an assurance principal with over 14 years of experience specializing in governmental auditing, including pension plans, as well as audits of federal awards. I am the technical group leader for the governmental industry. In this role, I assist our engagement teams with implementation of new accounting standards, perform technical research, and develop thought leadership and training materials.

I provide staff and clients with guidance and tools related to new and proposed professional standards, as well as research on the application of accounting and auditing standards. Clients appreciate my balance of technical yet practical advice and guidance. I also speak regularly on accounting and auditing topics that impact the governmental industry for organizations such as MGFOA and MICPA. Most recently, I led the firm's implementation of the fiduciary activities (GASB 84) and pension and OPEB standards.

REPRESENTATIVE CLIENTS SERVED

City of Grand Rapids, Michigan Finance Authority, and Michigan State Housing Development Authority.

PROFESSIONAL AFFILIATIONS

AICPA, MICPA, and Michigan GFOA (co-chair of the standards committee).

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements.

Fun Fact: My husband has been a head football coach at the high school level since 2010, and I have never missed a game. You can find me on the top row of the bleachers, where I get the best view.



Manju Patnaik, CPA

Single Audit Specialist

248-223-3768 | manju.patnaik@plantemoran.com

Role: I will serve as the single audit technical specialist on this engagement.

Experience: I serve our government clients in accounting, auditing, and management consulting. I am the industry technical specialist for the firm's single audit industry. In my role, I develop technical training and federal compliance audit programs for firmwide use and help to ensure compliance and conformity with both the audit and compliance standards. Over four years ago, the firm created a six-member Uniform Guidance Implementation Team, of which I am a member. I have been involved with educating our clients on federal compliance-related issues (including Uniform Guidance) by having one-on-one meetings with clients, creating training content, and presenting at Plante Moran-hosted client trainings as well as external training sessions organized by the MICPA, NYSGFOA, and FGFOA.

I also serve local governmental units with a specialty in audits of governmental pension plans and municipalities participating in multi-employer retirement systems. My experience includes pension and OPEB plans, including single-employer, agent, and cost-sharing plans. I am also a member of Plante Moran's governmental professional standards department. I have assisted numerous clients in the implementation of GASB 67, 68, 72, 74, and 75.

REPRESENTATIVE CLIENTS SERVED

City of Detroit, General Retirement System of the City of Detroit, Police and Fire Retirement System of the City of Detroit, City of Pontiac General Employees Retirement Systems, City of Warren Police and Fire Retirement System, Wayne County, and Macomb County.

PROFESSIONAL AFFILIATIONS

I am a member of the AICPA and MICPA.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: I'm from a musical family. My mom and grandmother are singers, and I've been singing Indian classical music since I was a kid. I share a love of music with my children who also sing and play instruments.



Philip Femminineo

Audit Senior

248-223-3152 | philip.femminineo@plantemorran.com

Role: Working with Spencer, I'll keep field staff on task and efficient. I'll make sure the execution of the audit meets our agreed-upon timeline and the plan we set with you.

Experience: I have over three years of experience with the firm working in several industries including but not limited to governmental and for-profit attestation engagements. I started with Plante Moran in January of 2018 and continue to learn more about the different industries that we serve.

REPRESENTATIVE CLIENTS SERVED

Clients served include the Cities of South Lyon, Birmingham, and Garden City, MI; Waterford and Canton Townships, MI; and the Central Wayne County Sanitation Authority, MI.

PROFESSIONAL AFFILIATIONS

I am a member of the Michigan Association of Certified Public Accountants. I received my Master of Science in Accounting from Michigan State University.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: One of my favorite vacations was to Grand Cayman Island where I was able to take a boat trip out to a sandbar and swim with and feed the stingrays.



Mark Warner, CPA

Management Consulting Partner

248-514-9584 | mark.warner@plantemorran.com

Role: I will serve as the City's information technology audit and cybersecurity engagement partner. My primary goal is to make sure we identify potential risk areas for the City, ensure your IT compliance needs are met, and address your overall information security risks and concerns

Experience: I have over twenty years of financial accounting, custom software application design and development, pre-packaged ERP system customization and project management experience. As a software quality assurance engineer, I was responsible for discovery, validation and documentation of problems in financial software packages as well as quality reviews and final acceptance testing before release to production. As the development manager for a technology solution provider's development team, I have managed departmental operations, mentored several systems analysts and reviewed custom development designs, quotes and project plans for completeness and accuracy.

REPRESENTATIVE CLIENTS SERVED

I have managed IT Assessments and/or Strategic Technology Plans for Ottawa County, MI, Van Buren Township, MI, Washtenaw County Road Commission, and the John Ball Zoo.

PROFESSIONAL AFFILIATIONS

I am a member of MGFOA's Technology Resource Committee, Michigan Governmental Management Information Sciences, GLIMA southeast and is an AIIM Certified ECM Practitioner.

TRAINING AND LICENSURE

I obtain over 40 hours of continuing professional education each year to adhere to the necessary qualifications to practice in the state of Michigan and meet the Yellow Book CPE requirements. I am licensed as a CPA in the state of Michigan.

Fun fact: I'm passionate about the National Park System that Theodore Roosevelt worked to build over a hundred years ago. I've been fortunate enough to have taken several cross-country road trips visiting these amazing jewels of our nation.

Quality of staff throughout the engagement

We guarantee your engagement will always be staffed by individuals who have current, relevant experience. The breadth and depth of our trained audit staff allows us to seamlessly provide quality staff to the City of Birmingham should a replacement be necessary. Our industry focused firm model also means our government specialists have worked together as an integrated team for most of their respective careers. This not only demonstrates the team's collective governmental audit expertise and quality, but also staff continuity. We have natural succession plans within the team structure as each individual gains experience. For example, a staff may develop into the senior role on the engagement, and the senior may take over as the manager. Due to the depth and experience of our bench of governmental practice staff, we are able to leverage and design a team structure that is best suited to the City.

Notice of staffing changes

We anticipate having the same principal supervisory team members on your engagement team for the entire duration of the City's engagement.

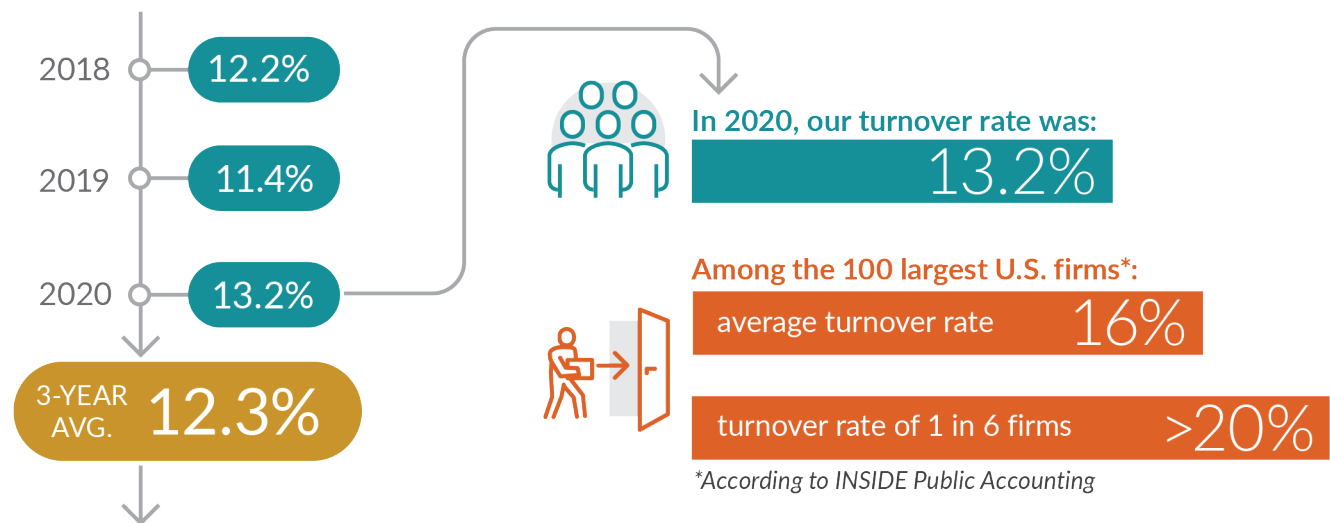
If there are any unforeseen staff departures, we will notify the City of Birmingham as soon as possible. What makes Plante Moran truly unique is our "one-firm" firm philosophy and structure. You have direct, easy access to our entire firm's depth and breadth of expertise and, most importantly, we have interim and succession plans already in place. We collaborate across the firm, industry groups, and service lines to deliver the best resources for your specific needs, and we are never limited or influenced by geographic or service-based profit centers.

Four things we would do immediately following a key departure:

- Communicate the change with the City and reassure the team
- Restate the team's goals and milestones to date
- Review and implement our succession plan
- Reallocate responsibilities, if and where necessary

You benefit from our comparatively lower turnover rates

Staff continuity is an important cornerstone to servicing the City of Birmingham. The following chart compares our turnover rate to the average turnover rate of the industry's largest firms and highlights a few of the direct benefits that our continuity delivers to you.



What does this mean for you?

- Your engagement staff return year after year.
- We develop a stronger client relationship.
- We become more familiar with your organization.
- You won't waste time retraining new staff.

Partner rotation

Our engagement has been designed to take advantage of the focused expertise each partner brings to the City audit. Given the size of our government practice, and the specialty niches within it, we maintain a deep bench of partners that we can rotate at the City's request. Over our history of serving as the City's auditors, we have rotated in numerous partners in order to continue bringing a fresh perspective to the City's audit.

In serving the City, we will develop a mutually agreed-upon timeline for partner rotation that meets your specific needs, the standards of our profession, and the requirements particular to your industry.

We'll then implement a solution for successful partner rotation to make any and all lead partner transitions as seamless as possible. We call this solution our colleague partner model; it's a core component of our client service strategy and comes at no additional cost to our clients. Under this model, you'll be served by two partners during our relationship: a lead partner — who will take overall responsibility for the success of your engagement and will be your single point of contact — and a colleague partner — who, while not being involved in your engagement on a day-to-day basis, will provide a fresh perspective and second layer of objectivity to complement the guidance you receive from your lead partner. In essence, you'll benefit from the knowledge and expertise of two partners, while maintaining a single point of contact to discuss your questions and concerns.

When we approach a scheduled partner rotation, your colleague partner will be able to quickly and comfortably move into the lead partner role, given their familiarity with your needs and prior experience with your engagement.

We've used our colleague partner model to achieve successful partner rotation countless times — for clients across several industries — and it's a significant contributor to our high client service ratings from existing clients.



The number one thing that separates Plante Moran from other firms? The way they treat my staff. While most accounting firms hire knowledgeable people, Plante Moran's staff is dedicated and down to earth — they hire great personalities across the board.

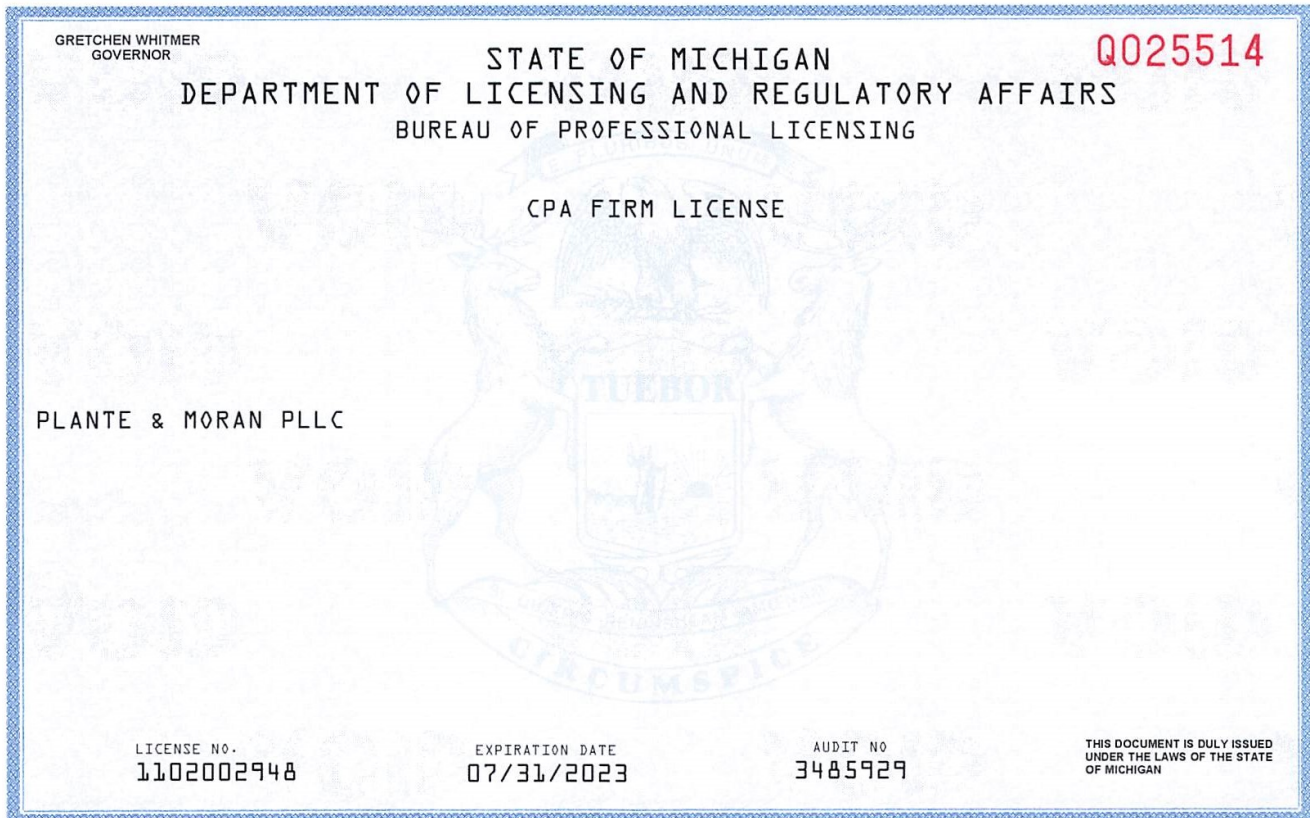
The engagement team members are extremely competent, very personable, respectful of our time, and thoroughly communicate on deadlines — it's enjoyable to have them here. Whenever we've had an issue, we've easily worked through it together and found resolution. During the first year of our engagement, we had an aggressive deadline to complete our financials, and we were running way behind. After explaining the situation, they got it done a week in advance of the deadline. It took a massive lift that was beyond appreciated."

— Patrick S. Lemon, Director of Finance, Capital Area Transportation Authority

05. Provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Michigan.

License to practice in the state of Michigan

We are the largest accounting and business advisory firm in Michigan and have been calling the region home for nearly 100 years. We affirm that Plante Moran and all assigned professional staff are licensed to practice in the state of Michigan.



06. The proposal should set forth an audit work plan, including an explanation of the audit methodology to be followed to perform the services required in this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Type and extent of analytical procedures to be used in the engagement.
- e. Approach to be taken to gain and document an understanding of the City of Birmingham's internal control structure.
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- h. Timeline of audit process

Audit approach

Our audit approach delivers an efficient and effective audit by balancing risk, value, and cost. We will provide frequent and clear communication, early identification of key accounting and auditing risk areas, senior-level involvement, and value-added commentary in our reports to management. More than that, we view our audit engagement with you as an opportunity to make a tangible difference in your organization's future.

The three hallmarks of a Plante Moran audit



- Tailored to your unique needs
- Addresses your critical areas of risk and vulnerability
- Goes beyond mandatory procedures
- Includes suggestions for improving accounting procedures and internal controls
- Includes advice to improve your financial statement's effectiveness



- Planning meetings
- Weekly audit status meetings
- Additional ad hoc meetings
- Proactive email notifications
- Phone calls
- Visits (in person or virtual, as needed) during the off-audit period



- Seamless addition of other service and consulting experts when needed to accomplish your goals and objectives
- Access to experts in cybersecurity, employee benefit plan design, institutional investment consulting, enterprise resource planning, IT consulting, and enterprise risk services

[See page 11 for our additional service capabilities.](#)

Experience the Plante Moran difference

Our goal is to provide a smooth and efficient audit process, from engagement letter through statement delivery and beyond. We co-develop every element of our approach with you, tailoring each phase and process to your specific needs, from deadlines, to testing areas, to fieldwork, to frequency and forms of communication. Our customized audit plans and programs are designed to address risks and issues as part of our process — that is the key difference between us and other firms.

Benefits the City of Birmingham will receive from our team

- Frequent status updates
- Increased efficiencies due to more senior-level involvement
- No surprises due to year-round professional standards integration
- Tailored client assistance lists
- Advice on potential operational and internal control improvements
- Real-time status of the audit through our Client Collaboration Center

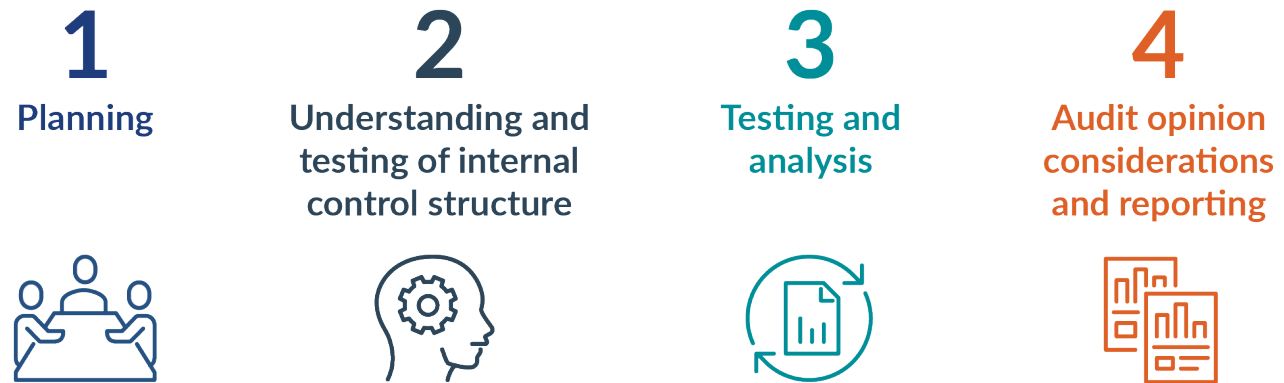


“

As your senior audit manager, my job is to execute our specially designed audit workplan. When it comes to the planning phase, we focus on learning as much as possible about your needs and expectations. Here's how we hit the ground running.”

– Spencer Tawa, Senior Manager

Phases of our audit approach



Specific audit phases



Phase 1 – Planning (City of Birmingham and Baldwin Public Library involvement and internal team planning)

First comes our internal kick-off meeting. Our engagement team reviews the prior financial statements and prior year audit file and discusses new activity for the year.

The planning process entails the following:

AUDIT PROCEDURE	DETAILED STEPS
Client planning meeting	<p>After some initial internal planning to rollover files and revisit issues from the previous audit, we hold a planning meeting with the City’s staff to:</p> <ul style="list-style-type: none"> • Determine time frames for beginning and completing the audit. • Establish communication protocols based on your preferences (e.g., weekly status meetings). • Identify primary audit contacts and any potential time conflicts they may have (vacations, heavy workload times, etc.). • Obtain a list of related parties (commission, management, and other key staff). • Request preliminary trial balance downloads so that we may code any new funds or accounts for our audit software. • Cover expectations of “prepared by client” workpapers. • Discuss any changes from the prior year in terms of operations, funds, accounting methods, software, etc. • Discuss if and how the City addressed prior-year management letter comments or internal control deficiencies. • Discuss any new laws or regulations, new compliance requirements, and/or new GASBs that need to be implemented. • Communicate expectations for the audit process. • Discuss the use of Plante Moran’s Client Collaboration Site and how this can help streamline document exchange between the City and the audit team.

AUDIT PROCEDURE**DETAILED STEPS****Summarize pertinent documents**

As part of the audit, we are required to identify any significant contracts and agreements that impact the audit in terms of either accounting or footnote disclosures. For instance, we will ask for any new union contracts so that we can summarize all pertinent sections relating to the audit, such as the provisions for overtime, sick pay, vacation leave, etc.

We will also review the following:

- Debt documents such as bond official statements
- Construction agreements for ongoing projects
- Intergovernmental agreements for shared services, etc.

Excerpt Commission and Library Board minutes

Our team will review Commission meeting and Library Board minutes from several months prior to the start of the year continuing through to the current date to further identify any actions taken that could impact the audit.

Consideration of component units and joint ventures

We will readdress the standing of component units and joint ventures. We use an internally designed decision matrix to document decisions to include or exclude potential component units and joint ventures.

Fraud risk considerations

We will perform the following procedures:

- Communicate to those charged with governance that we are planning for the upcoming audit. This step allows the Commission to communicate with us if they have concerns about fraud risks or internal control deficiencies. This also gives the Commission an opportunity to discuss concerns with us that could have a material impact on the financial statements. We always have at least one meeting with a member of the governing body and follow up with a letter to all members.
- Ask certain fraud-related questions of members of the management team.

Legal invoice review

We obtain a download of the invoices paid to all legal counsel and review them to gain an understanding of the types of cases or issues that are being handled. We then conclude as to which attorneys we should send confirmations.

AUDIT PROCEDURE DETAILED STEPS

Baseline analytical review	<p>The audit team will perform baseline analytical procedures using the following:</p> <ul style="list-style-type: none">• Information gained from the above steps (significant events during the year, changes in reporting, etc.)• The preliminary trial balance download obtained at or before the client planning meeting• The annual budget and prior-year amounts <p>We have developed a template that identifies “unusual” account balances based on specific criteria and expected relationships between accounts.</p> <p>For any accounts that are identified, we will follow up with management and determine if the situation results in a “significant audit risk.” In these cases, we flag the related transaction cycle and design a specific audit step (if none already exists) to test the item at the appropriate level.</p>
Establish materiality thresholds	<p>As a result of the above procedures and based on the reliability of the initial download, we will set planning materiality thresholds. Planning materiality is set at the financial statement opinion level. After materiality is computed, we determine values for “large item thresholds” and “individually significant items.”</p>
Identification of outside service organizations	<p>Based on discussions related to your accounting cycles, we will conclude whether the City is relying on any outside service organizations for processing of transactions that have a material impact on the financial statements. We attempt to obtain SSAE 16 reports performed by outside auditors that pertain to the period under audit or a significant portion of the period supplemented by a gap letter.</p>
Use of a specialist	<p>Based on discussions related to your accounting cycles and the involvement of any specialized calculations, we decide whether the audit team will be required to rely on work performed by specialists. Some examples would include actuarial calculations, landfill closure, or post-closure costs, etc. If these situations exist, we perform procedures to document the credentials of the specialist.</p>

An information technology audit consultant knowledgeable of BS&A will assist in performing a review of the IT control environment and test certain operations in more detail in the following areas:

General controls:

- Authentication controls – network and financial applications, user access (terminations, changes, and reviews)
- Segregation of duties
- Administrative access
- Environmental controls
- Firewall log reviews
- Information security program
- Data interfaces
- Backup procedures

Application controls:

- Specific accounting applications
- Process for authorization and approval of transactions
- Ability to make changes to the software
- Access controls

The person performing this assessment is a specialist in governmental systems and internal IT controls. These assessments will allow us to determine the extent to which we can use technology-based tools and specialized audit software in the performance of our work.

Schedule your IT assessment



Phase 2 – Understanding and testing of internal control structure

Significant risk items and the related testing responses are important components of our audit approach. In assessing which risks are significant, we consider the following:

FOUR TYPES OF RISK



Client risk

This is a significant risk or complexity particular to a specific client, such as unusual revenue arrangements, unstable political or economic environments, change in accounting systems (including IT environment, material weaknesses, and significant deficiencies in internal control), use of alternative investments (especially those not addressed by management), lack of personnel with appropriate accounting and financial reporting skills, and turnover of key financial staff.



Industry risk

These risks have been identified by our industry group leader and technical specialists and can change based on trends in governmental accounting. Revenue shortfalls and resulting constrained budgets, segregation of duties, concerns as staffing levels are decreased, new GASB implementation, new grant requirements, existence of restricted revenues, etc., could impact how we design our audit tests.



Inherent risk

Certain balances or account cycles are riskier by their very nature. Balances and transactions that are difficult to understand, involve large dollar amounts, or are subject to estimation may be inherently riskier. For example, cash is inherently riskier than fixed assets, since cash is more susceptible to misappropriation. In addition, accounts receivable balances that are subject to collectability concerns are riskier than prepaid account balances.



Engagement risk

Engagement risk increases with the size and complexity of the client. We consider significant transactions (in terms of size and/or volume) during the year, including items such as revenue, receivables, and payroll-related items.

As we brainstorm and analyze the above risk areas, we will identify any potential misstatements that could occur within each cycle.

Fraud risk assessment

We focus our brainstorming discussions on identifying the following:

- External or internal pressures or points of stress affecting financial position
- Pressures or points of stress that could affect incentives or motivations in falsely reporting financial information
- Ways that financial information may be manipulated
- Level of integrity of management; including a culture that enables management to rationalize fraudulent behavior
- Situations that call for increased professional skepticism
- Ability to override controls
- Related-party transactions that may not be arm's-length

We identify the responses to the fraud risk questions posed to those charged with governance to determine if our typical audit procedures are sufficient to address these concerns or whether we need to design additional procedures.

We also incorporate one or more unpredictable audit procedures that correlate directly to an identified fraud risk. Our audit team considers what should be done to make sure there is some element of surprise by testing some balance or control that otherwise might not be tested each year.

Specific testing approach

We've developed tailored audit programs to test significant transaction cycles. Using all of the information gathered thus far, we identify significant line items on the balance sheet and income statement (based on materiality and additional risks noted above), and we look to the transactional cycles that produce those balances. We will review each cycle and categorize each cycle according to the size, relevance of transactions flowing through the cycle, inherent risk, industry risk, fraud risk, and client risk. As a result, we categorize each key cycle as either a "Major Cycle" or a "Material but not Major Cycle."

As noted above, during the planning phase, we use baseline analytical procedures to help assess the risk associated with each audit segment through ratio and fluctuation analysis. This is done by comparing three years of trend history to current-year results. In certain low-risk areas (cycles that are not deemed "Major" or "Material"), we may conclude to rely on these "Baseline Analytics" for our substantive work. For these immaterial balances, we will develop further expectations for the current-year balance from other audit sections and through conversations with management, and then compare the actual results to this expectation. Any resulting difference that is not within an allowable range will be tested through substantive tests of transactions.

FOR THE CITY OF BIRMINGHAM AND BALDWIN PUBLIC LIBRARY, WE WOULD EXPECT THE FOLLOWING CYCLES TO BE DEEMED EITHER MAJOR OR MATERIAL:

- Cash and treasury functions
- Investments and investment earnings and losses
- Receivables, deferred inflows, and unearned revenue
- Revenues (property tax, grants, charges for services)
- Capital assets
- Prepaid assets, deposits, and other assets
- Accounts payable and nonpayroll expenditures
- Employee compensation
- Accrued liabilities
- Debt obligations, leases, and guarantees
- Interfund transactions
- Fund balance/net position
- Pension and OPEB

For each Major or Material cycle, we consider the internal control procedures that are in place in assessing the accounting and control procedures as being either “reliable,” “limited reliability,” or “unreliable.”

We are able to assess the accounting and control procedures only after we obtain an understanding of the procedures (through the use of very detailed accounting procedures questionnaires and control procedures questionnaires, as well as flowcharts, executive summaries, and other narratives). These questionnaires include documentation of procedures both within the normal computerized accounting system, as well as manual systems by which the transactions are initiated, authorized, recorded, processed, corrected as necessary, transferred to the general ledger, and ultimately reported in the financial statements.

In other words, we review your key processes from “the cradle to the grave.”

Walkthroughs

Once we have reviewed the accounting procedures questionnaires and control procedures questionnaires prepared by your staff, we will include tests of transactions for all significant transaction cycles. We refer to this testing as COIN (Confirmation, Observation, and Inspection). COIN procedures allow us to conclude whether the system is really operating as management has designed. Any exceptions to controls are noted and evaluated for impact on the audit. We will also point these discrepancies out to the City’s management. These procedures allow us to assess the accounting system and determine if we can place appropriate reliance on internal controls in order to streamline year-end testing procedures. These tests will have sample sizes large enough to allow us to understand the key controls and accounting procedures.

We further assess control risk by performing a comprehensive risk and control evaluation (RCE) for each Major and Material cycle. We analyze whether there are controls in place to both prevent and detect errors that could potentially occur. The RCE will bring to light situations where the internal control structure may not be properly designed or may not have specific best-practice controls in place.

If the City is missing a key control, we will flag that area as a significant risk item and design additional tests to address this risk. Our goal is to plan and conduct examinations that are focused on areas with a risk of material misstatement, taking into account the systems, policies, and procedures that will

mitigate that risk. The accounting procedures and internal controls assessment described above will be conducted by senior audit specialists. These assessments will supply additional support to our assessments of risk, prove the integrity of the information provided by these systems, and help determine the design of our tests of year-end balances.

Tests of controls

Based on the results of the above internal control assessments, we may be able to rely on further tests of controls to test transaction cycles or account balances that do not always lend themselves to year-end substantive balance testing. Some of these cycles include payroll and payroll-related expenditures and certain revenue cycles. In this case, we will design and perform tests of controls on an expanded-sample basis. We will follow the AICPA Audit Sampling Guide to arrive at the proper number of transactions to test for control reliance.



Phase 3 – Testing and analysis

Using the results of phases 1 and 2, we will revisit the concept of “what could go wrong” in terms of identifying potential financial statement misstatements. For each transaction cycle (not just Major or Material Account cycles), we assess inherent risk and accounting risk to determine our planned “rest-of-audit” procedures. We make a determination at this point on whether we will design our audit testing of each cycle around control testing or a test of transactions. If we do not use control testing, we assess control risk at maximum which then requires us to perform more robust “rest-of-audit” procedures, which typically consist of substantive test of account balances. For each procedure we perform, we assign a level of assurance, and we perform a combination of procedures on each account or cycle such that we achieve the desired overall assurance level. The result is to verify that the amounts in the financial statements are fairly stated in accordance with generally accepted auditing standards (GAAS).

Sampling and substantive tests of transactions

In situations where we substantively test balance sheet and revenue and expense accounts, we do so by evaluating the accounting process through a sample of individual transactions. Sample sizes will be determined based on our firm’s internally developed statistical models which follow the guidance set forth by the AICPA. These models provide for different levels of assurance to be obtained based on multiple input factors such as population size, multiple strata, period of greatest risk, strength of the internal control environment, and size of individual transactions. Sample selection methodology will for the most part be based on a judgmental selection of items which are of particular interest.

The audit team will perform baseline analytical procedures on all account balances using the following:

- Information gained from our planning procedures (significant events during the year, changes in reporting, etc.)
- The preliminary trial balance download obtained at or before the client planning meeting
- The annual budget and prior-year amounts

We have developed a template that identifies “unusual” account balances based on specific criteria and expected relationships between accounts. For any accounts that are identified, we will follow up with management and determine if the situation results in a “significant audit risk.” In these cases, we flag the related transaction cycle and design a specific audit step (if none already exists) to test the item at the appropriate level.

Based on our existing knowledge the City, we believe the following areas are the key testing areas based on 2020 activity in the governmentwide and fund-based statements:

AUDIT PROCEDURE**DETAILED STEPS****Cash and treasury functions**

- Key focus on existence
- Written confirmations of key accounts from banking institutions
- Reconciliation to trial balance – testing of key reconciling items including verifying deposits in transit are clearing soon after year end and testing of outstanding checks for validity
- Recommendation related to stale checks
- Testing of interbank transfers and wire transfer policy
- Review for “held checks”
- Computation of GASB 40 footnote disclosures related to insurance coverage
- Review of restricted cash balances including validity of restriction and appropriate use of restricted cash

Investments and investment earnings and losses

- Confirmation with investment custodian
- Obtain SSAE 16 audit report for service organization (custodian/trustee)
- Fair market value testing or price testing
- Alternative procedures for those investments without a readily determinable fair market value, including impairment
- Review of reconciliations
- Testing of allowability of investments with state statute and the City’s investment policy
- GASB 40 footnote disclosures – interest rate risk, credit risk, foreign currency risk, concentration of credit risk

Receivables, deferred inflows, and unearned revenue

- Reconciliation to subledger
- Review of subledger for unusual items
- Subsequent receipt testing for larger receivables
- Testing of process for calculating reserve for uncollectible amounts (including historical review, lookback on prior estimates for reliability)
- Confirmation of certain receivables
- Review of grant expenditures and proper offsetting receivable for reimbursement-based grants
- Review for proper revenue recognition under GASB

AUDIT PROCEDURE**DETAILED STEPS****General revenues
(property tax, misc.)**

- Potential for control testing related to property taxes, including IT application controls over billing and processing
- Substantive procedures for property taxes would include:
 - ◆ Review supporting schedules of real and public utility tax base
 - ◆ Analytical review of allowance including review of historical trends
 - ◆ Comparison of tax assessment data to revenue recorded taking into consideration verified tax base, millage rates in effect, expected TIF captures, taxpayer refunds, etc.
 - ◆ Analytical procedures based on property tax trends
 - ◆ Review of “measurable and available” criteria for revenue recognition in proper period for fund-based statements

**Charges for services
(local and state)**

- Review of billing and collection systems and performance of tests of transactions using sampling
- Analytical procedures using audited inputs and predictive tests. Recompute expected revenues based off of billing units, approved rates, and other types of adjustments, etc.
- Perform analytical review
- Re-perform calculation of unbilled revenue
- Review analysis of reserve for uncollectible amounts
- Potential for tests of controls

Grants

- Confirmation with granting agency
- Coordination with single audit, if applicable
- Vouching of receipts of grant dollars
- Testing of corresponding disbursements for compliance and reporting
- Review of significant grants for revenue recognition, taking into consideration if grant is a reimbursement grant

Capital assets

- Obtain rollforward of balances and accumulated depreciation
- Review Commission minutes for additions/deletions
- Vouch significant additions
- Trace proceeds for significant disposals for proper gain/loss treatment
- Review significant assets for potential impairment issues
- Ensure proper cutoff of expenditures
- Review ongoing construction contracts to ensure that retainages are included in construction-in-progress
- Analytically review depreciation expense and recalculate depreciation for a sample of items
- Review of repair and maintenance accounts for capitalizable items

AUDIT PROCEDURE	DETAILED STEPS
Prepaid assets, deposits and other assets	<ul style="list-style-type: none"> • Review the City’s schedule of deposits and vouch material items • Review the City’s schedule of prepaid expenditures and vouch material items ensuring proper amortization of expenditure to correct period • Understand the nature of any other significant assets, including reviewing minutes for any intangible assets that may not have been recorded as an asset
Accounts payable, accrued liabilities, and nonpayroll expenditures	<ul style="list-style-type: none"> • Obtain detailed accounts payable subledger • Search for unrecorded liabilities, test for completeness by testing subsequent disbursements, documenting whether items are properly included or excluded from accounts payable • Test items on the accounts payable listing for propriety • Review open purchase orders • Vouch individually significant expenditures not tested elsewhere • Reperform the computation of accrued payroll taking into account number of days in the pay cycle, payment date, clearing of checks in the payroll account subsequent to year end • Analytical procedures including comparing expenditures to prior year, budget, and expected balances
Employee compensation and expense	<ul style="list-style-type: none"> • Analytical procedures for payroll expense based on inputs such as number of FTEs, pay increases, etc. • Fringe benefit analysis using predictive tests based on known factors such as increases in healthcare and changes in number of employees • Obtain detail of employee compensated absence balances and test against caps in contracts. Perform sample testing of accumulation process for balances and cross-reference to payroll testing and use of paid days off
Debt obligations, leases, and guarantees	<ul style="list-style-type: none"> • Obtain the City’s rollforward including new debt issued, payment made, and ending balances • Agree significant ending balances to amortization schedules • Vouch significant payments of both principal and interest • Confirm significant debt with paying agent or financial institution • Review debt for allowability under state statutes • Review for applicability of covenants and the City’s compliance • Agree current portion and long-term portion to amortization schedules • Review for proper presentation in the financial statement footnotes in terms of general obligation debt, revenue bonds, and financial guarantees • Review for Commission approval of any new debt issuances • Review for proper treatment of any bond refundings or defeasances • Review for proper recording of premiums, discounts, bond issuance costs • Recompute accrued interest payable based on next payment date, interest rate • Analytical review of interest expense

AUDIT PROCEDURE	DETAILED STEPS
Interfund transactions	<ul style="list-style-type: none"> Review balances outstanding between funds for allowability – ensure that restricted funds are not being borrowed by other funds Review classification – any long-term borrowings should be reflected as advances with proper interest charged Review for borrowing fund's ability to repay within one year; if not, report in lending fund as nonspendable Review transfers between funds for propriety and proper classification as transfer, residual equity transfer, reimbursement, charge for service
Fund balance/net position	<ul style="list-style-type: none"> Test carryforward balances – ensure no transactions were posted directly to fund balance accounts Verify appropriate classification based on restricted asset balances and other known restrictions Recalculate computation of net investment in capital assets Review for GASB 54 presentation Ensure that footnotes properly explain restricted, committed, assigned balances
Pension and OPEB	<ul style="list-style-type: none"> Review footnote disclosures for adequacy Ensure pension and OPEB expenses and liabilities are reflected properly by reviewing calculation and allocation base Recalculate pension and OPEB expense taking rates and applying to payroll balances

Journal entry testing

In addition to the above procedures, we also perform procedures related to journal entries. We review to ensure that:

- No journal entries were made outside of the normal accounting system.
- Journal entries are initiated and approved by authorized staff.
- Journal entries have appropriate support.

We identify “suspect” journal entries and follow up on them. Suspect entries could include entries made to seldom-used accounts, entries posted on the weekend, missing entries, etc.

Testing of laws and regulations

During the planning phase, we will discuss laws and regulations that the City is subject to with management. Our excerpting of pertinent documents, such as debt agreements and other contracts during the planning phase, could also identify legal provisions to which the City is subject. We will schedule a discussion with your legal counsel to discuss any special laws that may apply.

We will design audit procedures to provide reasonable assurance that the financial statements are free of material misstatement resulting from any violations of laws or regulations that have a direct and material impact on the financial statements.



Phase 4 – Audit opinion considerations and reporting

At this point in the audit, we perform the following steps to complete the audit:



Revisit our audit plan

to ensure we have performed the appropriate amount of testing on each balance or transaction cycle in order to allow us to opine on the financial statements



Review the level of assurance obtained for each cycle



Revisit materiality

to ensure that no adjustments are required as a result of significant adjusting journal entries



Ensure all attorney confirmations have been obtained



Request a representations letter

from the City's management



Craft a management letter

from our listing of issues identified



Complete a thorough financial statement disclosure checklist



Review the “passed journal entry” listing

to ensure cumulative potential adjustments are not material to the financial statement opinion units



Ensure that all audit team review notes are cleared

and all open items are resolved



Perform a review of subsequent events

to ensure proper reporting of any transactions impacting the statement, including footnote disclosure



Perform final analytical procedures

to ensure we understand the relationship between the final numbers in the financial statements and are comfortable that we have addressed any unusual items

Extensive review process

A rigorous review is performed on all workpapers and financial statements by members of the audit team (senior, manager, and partner) and an additional review is performed by members of Plante Moran's professional standards team who specialize in the governmental industry. Marie Stiegel is a member of the professional standards team and will perform the quality control review to ensure the proper support is provided. This includes review stage analytical procedures. **This process has helped many of our clients receive the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.**

Professional technical specialists are responsible for reviewing the audit team's conclusions in key areas as well as reviewing any adjustments proposed to the client's accounting records, adjustments not made due to immateriality, and identification and communication of material weaknesses or significant deficiencies. In addition, audit teams prepare detailed "significant items" documents that set forth the background, relevant accounting guidance, and ultimate conclusion related to any unusual or complex accounting matters of the audit.

Our audit teams are also required to schedule professional standards consultations before the start of any audit if certain conditions exist, such as the implementation of complex new GASB statements, existence of alternative investments, identification of prior-period adjustments, etc.

All workpaper and financial statement reviews will be performed in the field, including the manager and partner reviews.

At the end of fieldwork, we will communicate results with management in a draft format. Our intention is that all wording and presentation issues will be resolved before this meeting.

We will formally communicate our findings to management, including:

- Auditor's responsibility under generally accepted auditing standards (GAAS) and *Government Auditing Standards*
- Significant accounting policies
- Management's judgment and estimates
- Audit adjustments, if any
- Control deficiencies, significant deficiencies in controls, and material weaknesses in controls, if any

Feedback for us

We measure and monitor our progress in meeting your needs and expectations in two ways. First, ongoing, consistent communication between you and the engagement team is designed to constantly validate our strong service delivery. Your engagement and colleague partners will have constant involvement and contact throughout all phases of the audit. Second, our firm provides our clients with the opportunity to discuss the quality of service with our managing partner and through our annual client satisfaction survey. We encourage and seek candid feedback directly and through our independent and confidential forums. We will also meet with the City Commission to review the results of the audit and the financial statements.

In addition:

- We do not cut corners on our audit process, but re-evaluate our plan each year, which requires multiple internal meetings to brainstorm and reassess risks.
- Our workpapers contain “executive memos” for all audit areas we deem to be of highest significance. These memos fully outline how you operate and what the standards are for proper accounting.
- Our robust governmental professional standards department, along with our governmental colleagues, are resources we use regularly to ensure the guidance we provide is of highest quality. As an example, we use consultation workflows for more complicated issues that are reviewed by the head of our governmental standards department as an example of our goal to “get it right.”

Single audit

OMB Uniform Guidance testing approach

Plante Moran is a recognized leader in the federal and state single audit arena. We are the second-largest single audit provider in the nation. Our staff are trained in and have significant experience performing federal audits in accordance with OMB Uniform Guidance. This expertise means the City will have ready access to knowledgeable staff who can provide quick answers and perform procedures whenever needed. Plante Moran maintains many contacts at the federal level to assist our clients in resolving issues as they arise. We have been active in both the establishment of standards and training related to single audits.

Our audit methodology focuses on testing organizational compliance with OMB Uniform Guidance, ensuring all objectives required in a federal program audit, along with those required by any individual granting agency, are examined and assessed based on risk. Our general audit approach is outlined below:

Planning



Develop audit objectives

Develop audit objectives for each compliance requirement of the City based on types of program funding received using a combination of the grant agreement, the Code of Federal Regulations, and published compliance supplements and matrices.



Understand the organization and program details

Understand the City's programs, systems, and processes through use of a client questionnaire completed by the City staff.



Assess risk

Perform risk assessment based on our experience with the programs, prior-year findings, and our understanding of the controls over the process, and through discussions with the City's management.



Assess compliance control environment

Review of environmental factors to identify overall effectiveness as it relates to federal programs.



Identification of major programs

Major programs are identified in accordance with the federal rules to determine the number of major programs to test to meet single audit requirements.



Assess inherent risk

Assess the risk that errors could occur at the program level. Several factors are looked at in determining inherent risk, including, but not limited to, findings from other agency audits, the City's experience with the grant, prior findings, and guidance from the granting agency.



Determine the nature, timing, and extent of audit procedures to be performed

Based on all planning procedures performed, audit procedures are designed and audit programs are prepared. We will coordinate timing of audit procedures with the City's staff. Our testing is designed to gather sufficient appropriate audit evidence whether the City has complied with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program.

Our Plante Moran team of single audit specialists has developed a comprehensive library of proprietary audit programs to test major programs. Due to our specialized team and their knowledge of OMB Uniform Guidance, our questionnaires, programs, and approach are continually being updated as new federal funding sources are identified. Our team analyzes the grant agreements, compliance supplements and matrices, and applicable sections of CFR to complete the audit programs.

Sample sizes

Sample size selection is a critical component of the testing of federal programs. Plante Moran tests both internal control over compliance as well as compliance requirements that have a direct and material effect on each major program. We use the AICPA Audit Guide, *Government Auditing Standards*, and OMB Uniform Guidance to design an audit approach that includes audit sampling to achieve both objectives.

The identification of individually important items is not required by OMB Uniform Guidance; however, there may be benefits to such testing if they exist in a particular population. When planning compliance testing for each major program, we will use our qualified judgment to determine which items, if any, represent individually important items that may be separated from the remaining population and tested individually.

Detailed testing

Since each grant requires customization based on specific grant agreements and additional requirements specified by the applicable U.S. agencies, our detailed testing plan will be finalized to include all related key controls and key compliance areas.

Schedule of Expenditures of Federal Awards testing

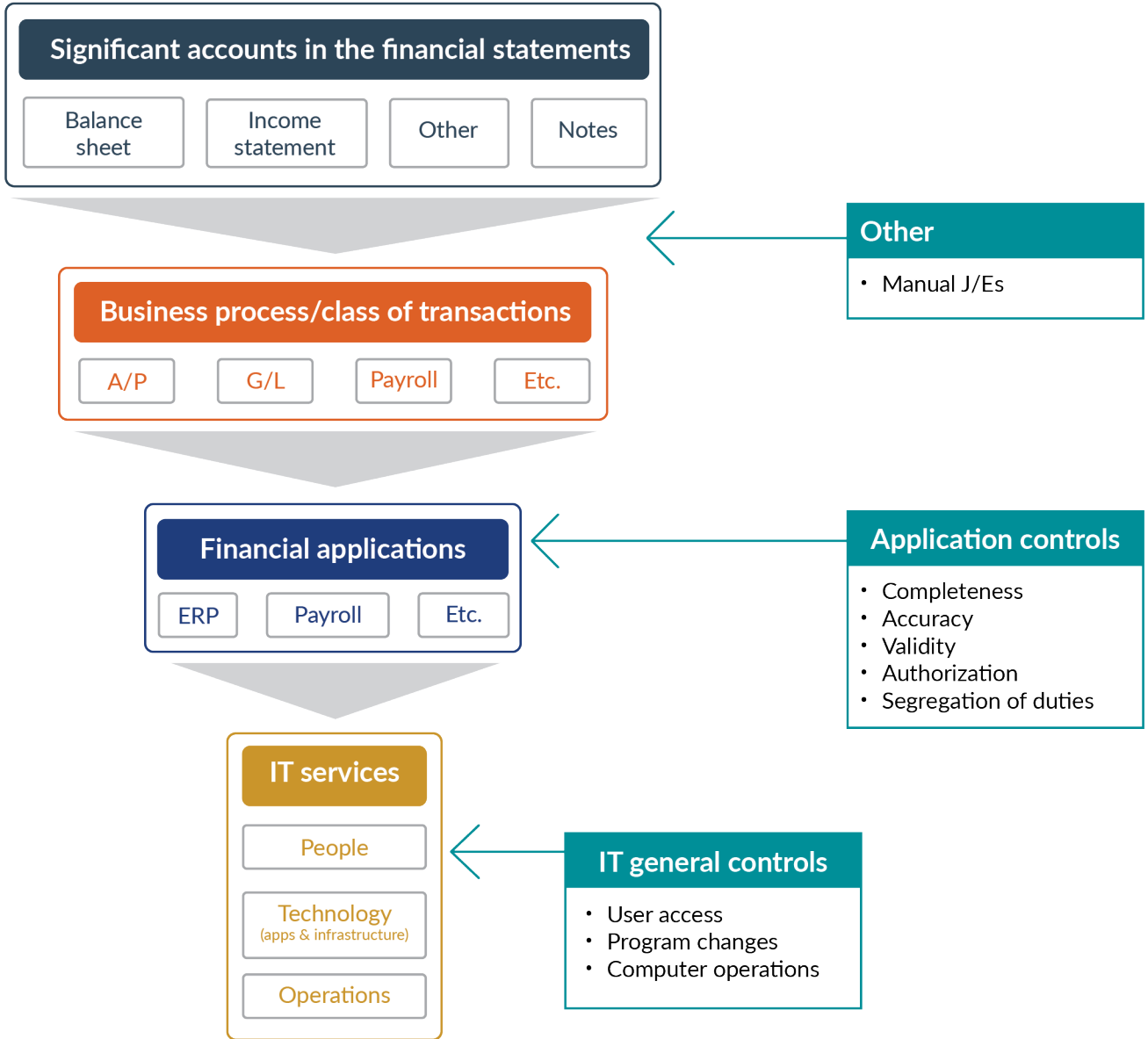
Encompassed as part of the City's single audit is the necessity to audit the Schedule of Expenditures of Federal Awards. OMB Uniform Guidance requires auditees to prepare the Schedule of Expenditures of Federal Awards (SEFA), that includes certain required elements, including total federal expenditures for each individual federal program for the period covered by its financial statements. A key part of this audit will be focused on procedures to test the SEFA to ensure that it is presented fairly, in all material respects, in relation to the financial statements as a whole. Since major program determination hinges on the proper SEFA preparation, it is imperative that the accuracy and completeness of the information in the schedule be scrutinized. In order to opine that the SEFA is fairly presented, we will perform the following procedures:

- Inquire of management about the criteria used to prepare the SEFA, including any significant assumptions or interpretations underlying the measurement or presentation of the SEFA.
- Determine whether the form and content of the SEFA complies with Uniform Guidance.
- Obtain an understanding concerning the methods used to prepare the SEFA, including changes from prior periods and the reasons for such changes.
- Compare and reconcile the SEFA to the underlying accounting and other records used in preparing the ACFR or to the ACFR itself.

Evaluate the appropriateness and completeness of the information contained in the SEFA, considering the audit evidence obtained from the procedures performed and other knowledge obtained during the audit of the financial statements and major programs.

Testing your systems

Testing of the City’s IT system is an important part of the financial statement audit. The chart below describes the relationship between IT, financial applications, business processes and transactions, and significant financial statement accounts. The IT testing includes IT general controls testing and application controls testing. The approach and methodology for this testing are described in detail in the following pages.



Use of technology

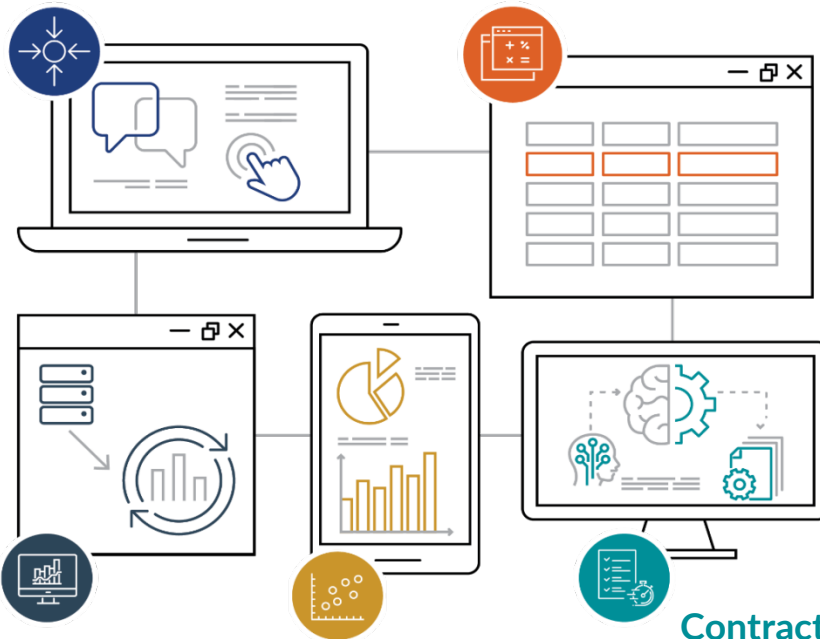
When it comes to serving you, we are future-focused. **We're actively researching how artificial intelligence (AI), data analytics, blockchain, and other emerging technologies will impact our engagements, and how they can be used to increase efficiency and provide deeper insights for our clients.** In fact, we've even been recognized by InformationWeek, CIO Magazine, and Microsoft for our ability to design and deploy cutting-edge technology to empower our staff and serve our clients.

We use secure and intuitive tools — customized by client industry — to guard your data as if it were our own, identify risks, and empower our partners and staff to think more strategically about your organization and how we can support you. And, in keeping with our culture, we always put people first: we carefully consider the needs of our clients and staff before we integrate new technology into our service model. We never impose a solution that isn't a good fit for our clients' specific needs. Once the tools are in place, we seek out feedback for continuous process improvement.

Here are a few of the investments we're making to deliver value:

Client Collaboration Center

Our secure collaboration portal gives us — and our clients — 24/7 access to easily share files and track the status of our engagements from anywhere in the world.



CaseWare audit software

We use paperless software that organizes data in an efficient manner, all in real-time.

Interactive Data Exchange Analysis (IDEA)

Our audit software allows us to identify and select samples for audit testing.

Plante Moran Analytics Center of Excellence

We help our clients organize and analyze their data, generating insights to encourage informed and strategic decision making.

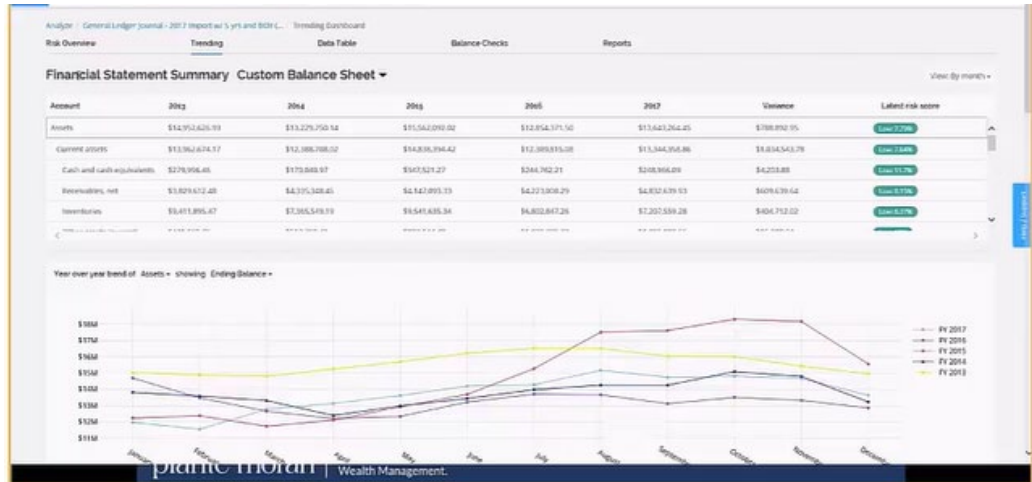
Contract review with artificial intelligence, Kira

We're using AI to identify relevant information, convert files, and improve efficiencies in our service delivery model.



Audit of the future – AI-enhanced auditing

- MindBridge AI Auditor – powered by machine learning and AI, this tool identifies risks in seconds and performs 100% data analysis for stronger insights. We are redefining reasonable assurance. Increased speed and efficiency will add even more value to our audit process.



CaseWare and Interactive Data Exchange Analysis (IDEA)

- Plante Moran utilizes CaseWare paperless software, which allows us to access supporting documentation using the drill-down functionality of this software and organize data in an efficient manner.
- We will use computer audit technology such as IDEA software whenever possible to enhance our procedures. IDEA extracts or imports information from your information system, which allows us to identify and select samples for clerical audit testing, identify and report exceptions and unusual items, perform mechanical tests such as footing and recalculating of fields and values, conduct journal entry testing, and perform trend, variance, or other statistical analysis.



Contract review with artificial intelligence, Kira

- Kira enhances visibility into contracts, making it easy to get a quick picture of contract terms. It does this by machine learning about a particular type of contract (lease agreement, debt agreement, software agreement, etc.) and then applies AI to each agreement to pull out the key information.

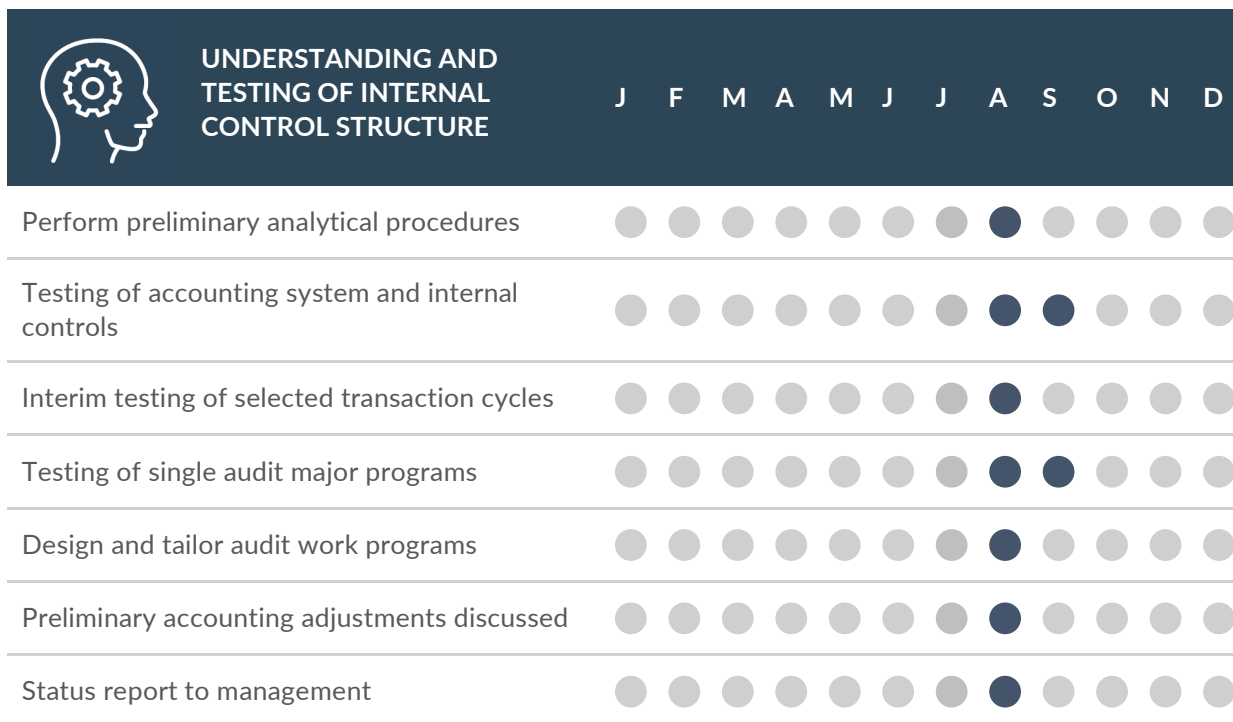
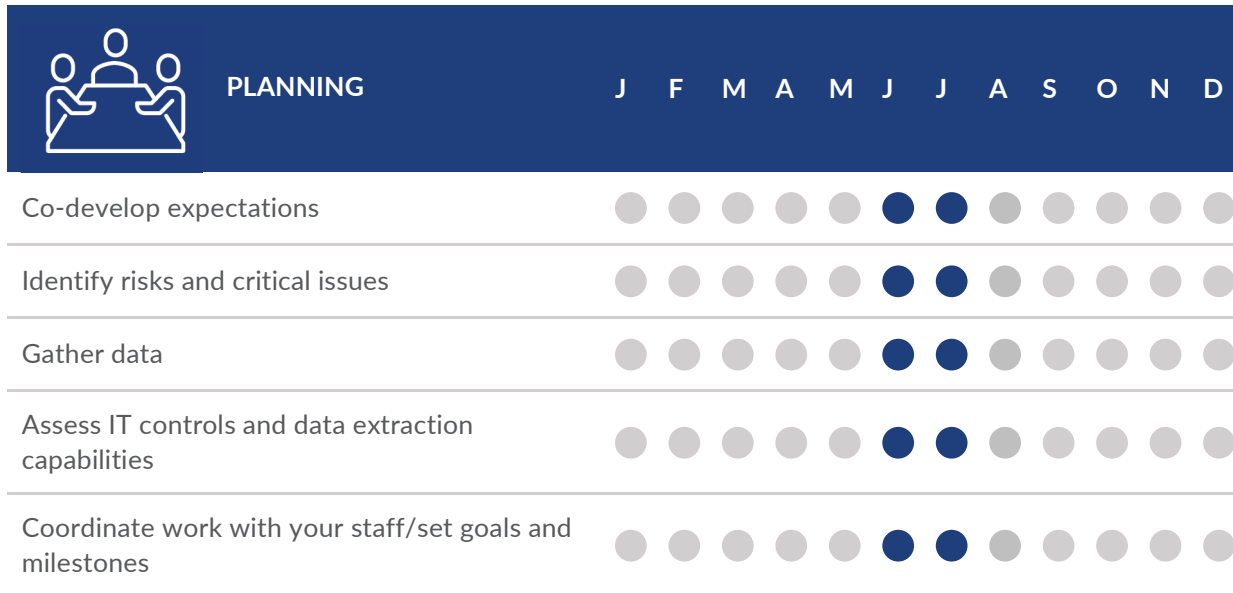


Plante Moran Analytics Center of Excellence

- We understand that organizations have access to more data than ever before, but it has become increasingly challenging to generate action. The complexity of drawing actionable insight from larger, disparate data sources often stands in the way of making better, data-driven decisions.
- With advanced analytics capabilities and business intelligence experience, **Plante Moran's Analytics Center of Excellence** works closely with industry experts in our government IT consulting practice to help public sector organizations address the unique challenges they face when gaining value from their data.

Engagement timeline

Below are the key deadlines we commit to meeting, as well as details on how we will execute.





TESTING AND ANALYSIS

J F M A M J J A S O N D

Financial statement balance testing completed	●	●	●	●	●	●	●	●	●	●	●	●
Workpaper reviews conducted in the field	●	●	●	●	●	●	●	●	●	●	●	●
Final adjustments completed, if any	●	●	●	●	●	●	●	●	●	●	●	●
Financial statement drafts reviewed	●	●	●	●	●	●	●	●	●	●	●	●



AUDIT OPINION CONSIDERATIONS AND REPORTING

J F M A M J J A S O N D

Communicate results with management verbally and in draft format	●	●	●	●	●	●	●	●	●	●	●	●
Deliver financial statements and management letters, if applicable	●	●	●	●	●	●	●	●	●	●	●	●
Assess performance against expectations via client satisfaction survey	●	●	●	●	●	●	●	●	●	●	●	●
Deliver audit results to the City Commission and Library Board	●	●	●	●	●	●	●	●	●	●	●	●

Process for quality assurance

Plante Moran takes great pride in the quality of services we provide to our clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high-quality product. We consider the engagement size and complexity; industry specialization; and nature, extent, and timing of work to be performed when assigning personnel to engagements. Our engagement teams serve as our frontline quality assurance process. They are responsible for developing and documenting audit matters.

In addition, we have professional quality control individuals dedicated to the Government industry, who provide deep industry knowledge and experience. We proactively involve our quality control professionals early in the planning process, and many of our clients have direct contact with our quality control individuals throughout the year. The benefit to the City is a continuous dialogue with our quality control professionals that promotes active, ongoing consultation on accounting and reporting matters.

Level of staff and hours segmentation

Below is how we envision the segmentation of hours spent on completing your engagement, including all hours as listed in the fee schedules.

STAFF LEVEL	HOURS			
	PHASE 1 PLANNING	PHASE 2 INTERNAL CONTROL REVIEW	PHASE 3 FIELDWORK TESTING	PHASE 4 REPORTING AND DELIVERY
Partner	8	8	58	10
Manager	12	14	82	16
In-charge	18	22	123	12
Staff and others	24	30	151	20
Total	62	74	414	58

Manager and partner on-site participation

We prefer to work side by side with our clients and complete the audit in the field, including all levels of review. Our service delivery is designed to include significant partner and manager involvement. Your core team members such as Tim St. Andrew, Spencer Tawa, and Philip Femminineo will be in the field during the audit and complete their reviews on-site. This brings our most knowledgeable and experienced team members on-site to direct the audit and address and resolve any issues as they arise. If on-site work is not feasible, we can perform our procedures remotely. **Our virtual collaboration tools and detailed project planning enable us to deliver a high caliber of service either on-site or remotely.**

Professional standards integration

Plante Moran is unique because **our professional standards department is involved in the entire engagement, from consultation during planning, to fieldwork testing, to final signoff.** Marie Stiegel is a member of our standards team who specializes in government. She will review your financial statements and issues. **This continual involvement by our professional standards department helps ensure there are no surprises at year-end.**



Our Client Collaboration Center houses a secure interactive audit management tool, readily accessible by both our team and yours. Our audit workplan, client assistance list, and sample requests are added as tasks, which are easily tracked and managed online.

As your audit senior, my job is to execute our specially designed audit workplan and ensure client satisfaction throughout the process. When it comes to the planning phase, we focus on learning as much as possible about your needs and expectations. That is how we hit the ground running.”

— Philip Femminineo, Audit Senior

07. List the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. In addition, provide a complete list of governmental clients to which you provide audit services.

OAKLAND COUNTY, MI (INCLUDING SEWAGE DISPOSAL SYSTEM)	
Contact information	Lynn Sonkiss, Fiscal Services Officer 248-858-0940 sonkissl@oakgov.com
Client size	Population: 1,258,000 Oakland County is the second largest county in Michigan
Total hours	2,000 annually
Date/timeframe	Client since 2005
Engagement key staff	Tim St. Andrew, Stacey Reeves, Manju Patnaik, Marie Stiegel
Scope of work and complexity	Oakland County provides a full range of governmental services and operates multiple airports, water supply systems, and sewage disposal systems. The County also maintains several pension and other postemployment benefit plans (both defined benefit and defined contribution). The County has a reporting deadline mandated by the State of Michigan and the Federal Audit Clearinghouse. Plante Moran works with the County to determine a timeline that will assist the County in meeting the reporting deadlines. Plante Moran spends nearly 2,000 hours annually auditing Oakland County. Our deliverables include the County's ACFR and single audit.
Expertise and value outside the audit	In addition to providing audit services, we brought value to the County in the following ways: employee benefits consulting including payroll tax matters, trust fund consulting, grant program compliance consulting, assistance with GASB implementation including educating County staff and provided internally developed tool kits, assistance with a 10-year capital plan to identify capital needs, goals, and priorities, and various department assessments to identify improvements in operations, policies, and procedures.

CITY OF WESTLAND, MI

Contact information	Mr. Steven Smith, Director of Finance 734-467-3167 ssmith@cityofwestland.com
Client size	Population: 85,000
Total hours	2,000
Date/timeframe	Client since 1960's
Engagement key staff	Alisha Watkins
Scope of work and complexity	Plante Moran's services include annual financial statement audits of the City and District Court as well as a single audit. We also provide a variety of consulting services (described below).
Expertise and value outside the audit	Since the passage of the American Rescue Plan Act, Plante Moran has been actively engaged with management and elected officials in order to help interpret guidance from the federal government and to strategize how the City can spend its funds in an allowable and beneficial manner. We have also been engaged by the City to help lead its strategic planning initiative for which we have facilitated several sessions. Plante Moran Cresa is currently helping the City to evaluate a potential real estate project and Plante Moran Group Benefit Advisors have been provided ongoing health and welfare consulting services for the last ten years.

CITY OF SOUTHFIELD, MI

Contact information	Mr. Fred Zorn, City Administrator 248-796-5110 fzorn@cityofsouthfield.com or Mr. Austen Michaels, Finance Director 248-796-5264 amichaels@cityofsouthfield.com
Client size	Population: 73,000
Total hours	850
Date/timeframe	Client since 2006
Engagement key staff	Alisha Watkins
Scope of work and complexity	Plante Moran provides an annual audit of the City's Annual Comprehensive Financial Report (ACFR) and single audit
Expertise and value outside the audit	In addition to providing audit services, we are frequently consulted on a variety of financial and operating matters. Recently, our management consulting team was engaged to perform a process improvement study by the City's Treasury Department in an effort to streamline certain Treasury Functions. The consultants interviewed the City staff and documented existing procedures and process improvements for future considerations.

CITY OF DEARBORN, MI

Contact information	Ms. Ginger Burke-Miller 313-943-2119 gmillerc@ci.dearborn.mi.us
Client size	Population: 110,000
Total hours	700
Date/timeframe	Client since 1990
Engagement key staff	Beth Bialy, Keith Szymanski
Scope of work and complexity	Plante Moran provides an annual audit of the City's Annual Comprehensive Financial Report (ACFR) and single audit
Expertise and value outside the audit	Plante Moran is frequently consulted on a variety of financial matters including budgeting and recent new federal grants. We research the topics and provide timely responses to the City. Additionally, we took over preparation of the City's ACFR two years ago, which freed up valuable time of the City's finance department, allowing them to focus on other important matters.

CITY OF BRIGHTON, MI

Contact information	Ms. Gretchen Gomolka, Finance Director 810-225-9283 gomolkag@brightoncity.org
Client size	Population: 7,600
Total hours	365
Date/timeframe	Client since 1983
Engagement key staff	Tim St. Andrew
Scope of work and complexity	Plante Moran provides an annual audit of the City's Annual Comprehensive Financial Report (ACFR).
Expertise and value outside the audit	In addition to providing audit services, we brought value to the City in the following ways: assisting with certain GASB reporting requirements (including educating City staff and providing internally developed toolkits) and general consulting on complex or unusual transactions throughout the year.

We encourage you to contact any of these executives to hear about the Plante Moran experience and how well we serve our local government clients.

Representative governmental client list

Our client roster includes more than 500 governmental entities, 200 K-12 education and public school district clients, 75 colleges and universities, and 1,000 not-for-profit entities across the country. Below is a sample of the governmental clients we serve. Entities that have received a Certificate of Achievement for Excellence in Financial Reporting from the GFOA are marked with an asterisk (*).

MUNICIPALITIES

<ul style="list-style-type: none"> • City of Akron, OH • City of Allen Park • City of Auburn Hills • Township of Benton • City of Berkley • Village of Berrien Springs • Village of Beverly Hills • City of Birmingham* • City of Bloomfield Hills • City of Brighton* • Township of Brownstown • City of Buchanan • City of Burton • Township of Canton* • City of Charlotte* • City of Chelsea • Chesterfield Township • Township of Clinton • City of Clio* • City of Coloma • City of Columbus, OH* • Township of Commerce • City of Davison • Davison Township • City of Dearborn* • City of Dearborn Heights • City of Detroit* • City of East Lansing* • City of Eastpointe • City of Farmington • Fenton Township • Flint Township • Village of Franklin Park, IL* 	<ul style="list-style-type: none"> • City of Garden City • City of Gibraltar • Township of Grand Blanc* • City of Grand Rapids* • City of Grosse Pointe • City of Grosse Pointe Farms • City of Grosse Pointe Woods* • Township of Hamburg • City of Harbor Beach • City of Harper Woods • Township of Highland • Village of Holly • Township of Huron • Independence Township* • Township of Keeler • City of Lathrup Village • Township of Lincoln • City of Lincoln Park • City of Livonia • City of Longmont, CO • City of Loveland, CO • Township of Macomb • City of Madison Heights • Township of Marshall • City of Melvindale • Township of Milford • Village of Milford • City of Monroe* • City of Mt. Clemens • City of Mt. Morris • Township of Mt. Morris • Orion Township • City of Port Huron* 	<ul style="list-style-type: none"> • City of Northville • Township of Northville* • Oakland Township • Township of Plymouth • Township of Redford • City of Richmond • City of Riverview • City of Rockwood • City of Romulus • City of Roseville • City of Saline • Township of Scio • Township of Shelby • City of South Lyon • City of Southfield* • City of Southgate • City of St. Joseph • City of Sterling Heights* • City of Swartz Creek • City of Taylor • City of Trenton • Township of Van Buren • Vienna Township • City of Warren* • Township of Washington • Township of Waterford* • Township of West Bloomfield • City of Westland • White Lake Township • City of Wixom • City of Woodhaven • City of Wyandotte
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*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

COUNTIES AND OTHER GOVERNMENTAL UNITS

COUNTIES	DISTRICT COURTS	LIBRARIES
<ul style="list-style-type: none"> • Genesee County* • Ingham County* • Livingston County • Macomb County* • Oakland County* • Wayne County* <p>COUNTY ROAD COMMISSIONS AND OTHER RELATED ENTITIES</p> <ul style="list-style-type: none"> • County Road Association Self-Insurance Fund (CRASIF) • Genesee County Road Commission • Kalamazoo County Road Commission • Kent County Road Commission • Michigan County Road Commission Self-Insurance Pool* • Road Commission for Oakland County • Washtenaw County Road Commission 	<ul style="list-style-type: none"> • 16th District Court • 17th District Court • 18th District Court • 19th District Court* • 20th District Court • 21st District Court • 23rd District Court • 25th District Court • 27th District Court • 28th District Court • 32A District Court • 33rd District Court • 35th District Court • 37th District Court • 39th District Court • 41A District Court • 41B District Court • 47th District Court • 51st District Court 	<ul style="list-style-type: none"> • Auburn Hills Library • Canton Public Library • Flint Public Library • Northville District Library • Redford District Library • Salem-South Lyon Library • Saline District Library • West Bloomfield Library • Willard Library • Wixom Public Library <p>STATE OF MICHIGAN</p> <ul style="list-style-type: none"> • Mackinac Bridge Authority • Michigan Bureau of State Lottery* • Michigan Education Trust • Michigan Finance Authority • Michigan Legislature • Michigan Municipal League • Michigan State Housing Development Authority

*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

PUBLIC TRANSPORTATION CLIENTS

<ul style="list-style-type: none"> • Ann Arbor Area Transportation Authority, MI • Berrien County Road Commission, MI • Bishop International Airport Authority, MI • Bradley International Airport, CT • Capital Area Transportation Authority, MI • Central Ohio Transit Authority, OH • City of Mount Clemens Dial-A-Ride funds, MI • Coleman A. Young International Airport, MI • Columbus Regional Airport Authority, OH • Connecticut Airport Authority, CT • Conway-Horry County Airport, SC • Denver Regional Transportation District, CO • Des Moines Airport Authority, IA • Detroit Department of Transportation, MI • Detroit Metropolitan Wayne County Airport, MI • Mass Transportation Authority, MI • Fort Lauderdale-Hollywood International Airport, FL • Gerald R. Ford International Airport, MI • Genesee County Road Commission, MI • Golden Gate Bridge Highway and Transportation District, CA • Grand Junction Regional Airport, CO • Hampton Roads Transit (HRT), VA • Hillsborough Area Regional Transit Authority, FL • Hillsborough County Aviation Authority (Tampa Airport), FL • Indianapolis Airport Authority, IN • John Glenn (Columbus) International Airport, OH • Kansas City Area Transit Authority (KCATA), MO • Los Angeles County Employees Retirement Association (LACERA), CA • Los Angeles County Metropolitan Transportation Authority (LA Metro), CA • Louisville Regional Airport Authority, KY • Mackinac Bridge Authority, MI • Miami International Airport, FL 	<ul style="list-style-type: none"> • Michigan County Road Commission Self-Insurance Pool, MI • Milwaukee County Transit, WI • Milwaukee County – General Mitchell International Airport, WI • Muhammad Ali International Airport, KY • Municipal Employees' Retirement System of Michigan (MERS of Michigan), MI • Nankin Transit Commission, MI • Nashville International Airport, TN • New Hampshire Retirement System (NHRS), NH • Oakland County International Airport, MI • Oakland/Southwest Airport, MI • Oakland/Troy Airport, MI • Ohio Port of Greater Cincinnati Development Authority, OH • Ohio Transit Risk Pool, OH • Ohio Turnpike and Infrastructure Commission, OH • Pittsburgh International Airport (PIT), PA • Redford Township - own transportation funds, MI • Regional Transportation Authority of Illinois, IL • Regional Transportation Authority of Southeast Michigan, MI • Rhode Island Airport Corporation, RI • Road Commission for Oakland County, MI • Sarasota Manatee Airport Authority, FL • Spokane Airport Board, WA • Suburban Mobility Authority for Regional Transportation (SMART), MI • T.F. Greene International Airport, RI • Tampa International Airport, FL • Washington and Bruce Townships STAR, MI • Washtenaw County Road Commission, MI • State Departments of Transportation in Alaska, Colorado, Iowa, Louisiana, Mississippi, Missouri, Oregon, Washington
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PUBLIC UTILITIES

- Benton Harbor – St. Joseph Joint Sewage Disposal Board, MI
- Central Wayne County Sanitation Authority, MI
- Cheyenne’s Board of Public Utilities, WY
- City of Cheyenne, Wyoming’s Board of Public Utilities, WY
- City of Columbia, MO
- City of Dearborn Heights, MI
- City of Independence Utilities, MO
- City of Independence, MO
- City of Kirkwood, MO
- City of Longview, TX
- City of Milan, MI
- City of Norman, OK
- City of Palo Alto, CA
- City of Peoria, IL
- City of Pinellas Park, FL
- City of Roswell, GA
- City of Seattle Light Department
- City of Southfield, MI
- City of Wauwatosa, WI
- City of Winter Park, FL
- Detroit Water and Sewage, MI
- Downriver Utility Wastewater Authority, MI
- East Lansing – Meridian Water and Sewer Authority, MI
- Emerald Coast Utilities Authority, FL
- Fenner Valley Water Authority, CA
- Ferndale, MI
- Fraser, MI
- Genesee County Drain Commission Division of Water and Waste Services, MI
- Great Lakes Water Authority, MI
- Hamilton County and the Metropolitan Sewer District of Greater Cincinnati, OH
- Hampton Roads Sanitation District, VA
- Hillsdale Board of Public Utilities, MI
- Inkster, MI
- Karegnondi Water Authority, MI
- Las Vegas Valley Water District, NV
- Louisville and Jefferson County Metropolitan Sewer District, KY
- Michigan Public Power Agency, MI
- New Baltimore, MI
- New Braunfels Utilities, TX
- North Miami Beach, FL
- Northern Colorado Water Conservancy District, CO
- Northern Water and Municipal Subdistrict, CO
- Pittsburg Water and Sewer Authority, PA
- Pleasant Ridge, MI
- Santa Clara Valley Water District, CA
- Solid Waste Authority of Central Ohio, OH
- Solid Waste Authority of Palm Beach County, FL
- South Huron Valley Utility Authority, MI
- Southeast Macomb Sanitary District, MI
- Southeastern Oakland County Water Authority, MI
- SW Barry County Sewer & Water Authority, MI
- Todd Creek Village Metropolitan District, CO
- Toho Water Authority, FL
- Town of Jupiter, FL
- Village of Elk Grove, IL
- Village of Mt. Prospect, IL
- Village of Wellington, FL
- Wayne, MI
- Western Townships Utilities Authority, MI
- Wyandotte Municipal Service Commission, MI

Those highlighted in teal above represent water and sewer utility clients that operate as separate authorities or districts.

OTHER GOVERNMENTAL UNITS

<ul style="list-style-type: none"> • Aerotropolis Development Corporation • Attorneys Title Guarantee Fund • Battle Creek Unlimited, Inc. • Benton Harbor-St. Joseph Joint Sewage Disposal Board • Birmingham Area Cable Board • Bishop International Airport • Boulder Housing Partners, CO • Buchanan Dial-A-Ride • Canton Regional Chamber Health Fund • Capital Area Transportation Authority (CATA) • Central Wayne County Sanitation Authority • Chicago Teachers Pension Fund* • Christian Brothers Services Risk Pooling Trust • Cincinnati Metropolitan Housing Authority • Colorado Health Facilities Authority • Columbus-Franklin County Finance Authority • Columbus Metropolitan Housing Authority • Columbus Regional Airport Authority* • Conference-Western Wayne • Connecticut Airport Authority • County Risk Sharing Authority • County Road Association Self-Insurance Fund • Davison Richfield Area Fire Authority • Denton County Transportation Authority • Denver Housing Authority • Denver Regional Transportation District • Des Moines Airport • Detroit Housing Commission • Detroit Retirement Systems • Detroit VEBAs • Detroit Wayne Integrated Health Network • Downriver Community Conference • Downriver Mutual Aid • Downriver Utility Wastewater Authority • East Lansing-Meridian Water and Sewer Authority • Fiddler's Business Improvement District • Flint Area Enterprise Community • Franklin County Municipal Clerk of Courts • Franklin Park Conservatory • Genesee County 911 Consortium • Genesee County Drain Commission • Gerald R. Ford International Airport • Governmental Interinsurance Exchange • Grand Junction Regional Airport Authority • Grand Rapids Housing Commission 	<ul style="list-style-type: none"> • Michigan Community College Risk Management Authority • Michigan County Road Commission Self-Insurance Pool • Michigan Education Trust • Michigan Municipal League Liability & Property Pool • Michigan Municipal League Workers' Compensation Fund • Michigan Municipal Risk Management Authority • Michigan Public Power Agency • Mid-Ohio Regional Planning Commission • Middle Cities Risk Management Trust • Monroe County Retirement System • Municipal Employees Retirement System of Michigan (MERS)* • Nankin Transit Commission • National Conference of State Legislatures • New Hampshire Retirement System* • Northern Colorado Water Conservancy District and Municipal Subdistrict • Northville Community Recreation Commission • Oakland County Art Institute Authority • Oakland County Public Transportation Authority • Oakland County Zoological Authority • Ohio School Plan • Ohio Turnpike • Older Persons' Commission • Park District Risk Management Agency • Pittsburgh International Airport • Pontiac Retirement Systems • Port of Greater Cincinnati Development Authority • Resource Recovery and Recycling Authority of Southwest Oakland County • Rhode Island Airport Corporation • Risk Management Association of the RCEC • RiverSouth Authority • Saline Area Fire Department • Sarasota Manatee Airport Authority • SEG Self-Insurers Workers' Compensation Fund • South Huron Valley Utility Authority • South Macomb Disposal Authority • South Macomb Oakland Regional Services Authority • Southeast Macomb Sanitary District • Southeast Michigan Community Alliance (SEMCA) • Southeast Michigan Council of Governments (SEMCOG)
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<ul style="list-style-type: none"> • Huron Clinton Metropark Authority* • Illinois Association of School Boards and Illinois Association of School Administrators Sponsored Illinois School District Agency • Illinois Association of School Boards and Illinois Association of School Administrators Sponsored Workers' Compensation Self-Insurance Trust • Illinois Medical District Commission • Illinois Municipal Retirement Fund* • Intergovernmental Risk Management Association • Karegnondi Water Authority • Lansing Housing Commission • Los Angeles County Retirement Association* • Louisville Airport Authority • Lowry Redevelopment Authority • Macomb County Art Authority • Macomb County COMET (Enforcement Team) • Macomb County Zoological Authority • MAISL Risk Management Trust • MASB-SEG Property/Casualty Pool, Inc. and Subsidiary • Metro Police Authority of Genesee • Metropolitan Nashville Airport Authority • Michigan Assisted Living Workers' Compensation Fund 	<ul style="list-style-type: none"> • Southeast Oakland County Resource Recovery Authority (SOCRRA) • Southeastern Oakland County Water Authority (SOCWA) • Suburban Mobility Authority for Regional Transportation (SMART) • STAR Ohio • Taylor Community Development Corporation • Todd Creek Village Metropolitan District • Warren Police & Fire Retirement System • Washington & Bruce Township Parks & Recreation • Washington & Bruce Township Star Transportation • Wayne County Airport Authority* • West Bloomfield Parks and Recreation Commission • West Michigan Risk Management Trust • West Michigan Workers' Compensation Fund • Western Michigan Health Insurance Pool • Western Townships Utilities Authority • Workers Compensation Self Insurance Trust • Wyandotte Municipal Service Commission
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*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.



We look forward to continue working with you.
Please contact us with any questions.



Tim St. Andrew, CPA
Lead Engagement Partner
313-496-8542
timothy.standrew@plantemoran.com

According to our recent
client satisfaction survey,

97%

of clients say they

**would recommend
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REQUEST FOR PROPOSALS
For Professional Financial and Compliance Auditing and Reporting Services

Sealed proposals endorsed **“RFP-AUDITING AND REPORTING SERVICES”**, will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **SEPTEMBER 22, 2021 AT EXACTLY 4:00 P.M.** after which time bids will be publicly opened and recorded.

Bidders may attend an optional, virtual pre-bid meeting on SEPTEMBER 8, 2021 at 10:00 A.M. See page 5 of the RFP for details.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms for professional financial and compliance auditing and reporting services for the fiscal years ending June 30, 2022, 2023, 2024, 2025, and 2026 with 2027 and 2028 as optional extension years. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: MARK GERBER.

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

Submitted to MITN: AUGUST 31, 2021

Optional Virtual Pre-Bid Meeting: SEPTEMBER 8, 2021 at 10:00 AM
See details on page 5

Deadline for Submissions: SEPTEMBER 22, 2021 at 4:00 PM

Contact Person: MARK GERBER
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1814
Email: MGERBER@BHAMGOV.ORG



REQUEST FOR PROPOSALS
For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING
SERVICES

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to audit its financial statements and prepare the appropriate reports for the fiscal years ending June 30, 2022, 2023, 2024, 2025, and 2026 with the option of auditing its financial statements for subsequent years 2027 and 2028. This engagement will also include auditing and reporting services for Baldwin Public Library for the same fiscal years, filing of Form 990 for the Library Trust, and any Federal single audit(s) as needed. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

The City of Birmingham is located approximately 20 miles north of downtown Detroit and is in the southeastern portion of Oakland County, one of the wealthiest counties in the country. The City has a thriving retail shopping district with a historic downtown dating back to the 1830’s. More detailed information on the City of Birmingham and its finances can be found on the City of Birmingham’s website at www.bhamgov.org. The financial report is comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The financial section also contains required supplemental information in addition to the basic financial statements.

A. FUND STRUCTURE

<u>Fund Type</u>	<u># of Fund Type</u>
General Fund	1
Permanent Fund	1
Special Revenue Funds	10
Capital Projects Funds	2
Debt Service Funds	1
Enterprise Funds	5
Internal Service Funds	5
Fiduciary Funds	2
Agency Funds	2

B. BUDGETARY BASIS OF ACCOUNTING

The City of Birmingham prepares its budgets on a basis consistent with generally accepted accounting principles, except that transfers have been included in the “revenue” and “expenditure” categories, rather than as “other financing sources (uses).”

C. PENSION PLANS

The City of Birmingham has a closed qualified defined benefit pension plan and post-employment benefit plan, administered by the City, and provides pension and retiree health benefits for eligible full-time employees, with actuarial services provided by Gabriel, Roeder, Smith & Company. In addition, the City has defined contribution plans with ICMA-RC(MissionSquare) 401A and Retiree Health Savings (RHS) for eligible groups of full-time employees based upon labor contracts and other agreements.

D. JOINT VENTURES

The City is a member of the Southeastern Oakland County Resource Recovery Authority, which consists of 14 municipalities in Oakland County and provides residential collection for the city. The City is also a member of the Southeastern Oakland County Water Authority, which provides a water supply system serving 11 municipalities in Oakland County. The participating communities provide funding for both ventures operations.

E. PRIMARY SOFTWARE SYSTEM

The BS&A Financial software system is utilized for General Accounting, Budgeting, Accounts Payable, Accounts Receivable, Building Department, Business Licensing, Cemetery Management, Fixed Assets, Human Resources, Payroll, Special Assessments, Utility Billing and Financial Reporting. The city utilizes the County's BS&A Tax and Assessing modules.

The accounting policies of the City of Birmingham conform to generally accepted accounting principles in the United States of America (GAAP) as applicable to governmental units. The requested audits are to be conducted in accordance with the American Institute of Certified Public Accountants, Audits of State and Local Governmental Units, General Accounting Office (GAO) set by the Comptroller General of the United States, the Government Auditing Standards applicable to financial audits and governmental audits contained in, the Single Audit Act, Office of Management and Budget's (OMB), Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

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

It is anticipated the selection of a firm will be completed by October 25, 2021. An Agreement for services will be required with the selected auditing firm. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide professional financial and compliance auditing and reporting services for the fiscal years ending June 30, 2022, 2023, 2024, 2025, and 2026 with 2027 and 2028 as optional extension years.

OPTIONAL PRE-BID MEETING

Prior to submitting a bid, interested firms may attend a pre-bid meeting to ask questions about the RFP or other general information about the City necessary to prepare a proposal on SEPTEMBER 8, 2021 AT 10:00 A.M., via Zoom using the following information:

<https://us06web.zoom.us/j/89027065665>

Meeting ID: 890 2706 5665

Passcode: 735779

One tap mobile

+13017158592,,89027065665# US (Washington DC)

+13126266799,,89027065665# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Meeting ID: 890 2706 5665

Find your local number:

<https://us06web.zoom.us/j/kfdG1bF36>

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than SEPTEMBER 22, 2021 AT EXACTLY 4:00 P.M. to:

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

Three (3) originals and one (1) electronic copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**RFP-AUDITING AND REPORTING SERVICES**". Any proposal received after 4:00 pm, on Wednesday, September 22, 2021 cannot be accepted and will be rejected and returned, unopened, to the proposer. **NO FAXED PROPOSALS WILL BE ACCEPTED.**

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities).
2. Any request for clarification of this RFP shall be made in writing and delivered to: MARK GERBER, (248) 530-1814, 151 MARTIN ST., BIRMINGHAM, MI 48009; MGERBER@BHAMGOV.ORG. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Qualifications and Experience (40 points)

- a. The firm's past experience and performance on comparable government engagements of comparable size and located in SE Michigan.
- b. Number of dedicated governmental team members.
- c. Level and quality of internal control and results of external quality control review.
- d. Expertise of proposed team.
- e. Knowledge of applicable accounting standards, including recent and upcoming GASB pronouncements.
- f. Firm leadership in governmental industry.

2. Technical Requirements – Specific Audit Approach (30 points)

- a. Completeness of audit plan (does it fit with the City's activities and RFP requirements)?
- b. Ability to conduct audit in a remote environment, including use of technology in the audit.
- c. Communication plan during audit to management and council.

3. Reference Scoring (10 points)

- a. Are reports delivered on time and on budget?
- b. Is the Audit partner and manager involved and present for discussions during the audit?
- c. Is there low staff turnover on your audit?
- d. Have they charged more than the stated fee?
- e. Do they provide assistance with new standards and overall guidance outside of the audit?
- f. Is the Audit partner and manager involved for questions and non-audit presentations throughout the year?

4. Additional Services (10 points)

- a. Additional services, such as staff training, tool kits, templates, etc.

5. Cost Scoring (10 points)

- a. Lowest Price (10 points)
- b. Next Lowest (9 points)
- c. Third Lowest (8 points)

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified audit firm if the successful audit firm does not execute a contract within thirty (30) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more audit firms.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to the audit firm of the City's desire to do so. In the case of such termination, the City agrees to pay the audit firm for services rendered up to the time of notice, subject to the contract maximum amount and quality of services rendered.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the audit firm and shall not be chargeable in any manner to the City. Use of the City of Birmingham's logo is prohibited.
6. The audit firm will not exceed the timelines established for the completion of this project.
7. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.
8. The City reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Birmingham and the audit firm selected in writing.

PROPOSER'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 23)
 - b. Cost Proposal (Attachment C - p. 24)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 25)
 - d. Agreement (p. 16 – **only if selected by the City**).

2. Provide a description of the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is required to submit a copy of its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

3. The firm should provide an affirmative statement that it is independent of the City of Birmingham and Baldwin Public Library as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards. In addition, the firm shall give the City of Birmingham written notice of any professional relationships entered into during the period of this agreement which could affect its independence.
4. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the City's engagement and indicate whether each such person is registered or licensed to practice as a certified public accountant in Michigan. The audit firm shall provide information on the government auditing experience of each person, including the number, qualifications, experience and training, as well as information on continuing professional education and membership in professional governmental organizations relevant to the performance of this audit.

The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if they leave the firm, are promoted, or are assigned to another office. The City requests that it be notified of the change. If personnel are changed, the City of Birmingham retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the firm provided that replacements have substantially the same or better qualifications or experience.

5. Provide an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in the State of Michigan.
6. The proposal should set forth an audit work plan, including an explanation of the audit methodology to be followed to perform the services required in this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
 - b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - c. Sample size and the extent to which statistical sampling is to be used in the engagement.
 - d. Type and extent of analytical procedures to be used in the engagement.
 - e. Approach to be taken to gain and document an understanding of the City of Birmingham's internal control structure.
 - f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - g. Approach to be taken in drawing audit samples for purposes of tests of compliance.
 - h. Timeline of audit process.
7. List the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this Request for Proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. In addition, provide a complete list of governmental clients to which you provide audit services.

CITY RESPONSIBILITY

1. The City of Birmingham's Finance/Treasurers departments will provide direct assistance during the audit and will be available to provide information and supporting documentation to the auditors to perform all field work.
2. The City will provide office space, if necessary to perform all field work.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The audit firm also agrees to provide all insurance coverages as specified. Upon failure of the audit firm to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

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

COVID-19 PROTOCOLS

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

PROJECT TIMELINE

The City of Birmingham will have all records ready for audit and all management personnel available to meet with the firm's personnel no later than September 15th of each year or an alternate date mutually agreed upon by the Finance Director and the audit firm.

A draft financial report shall be delivered to the Finance Director and City Manager no later than November 15th.

The Finance Department will complete their review of the draft report as expeditiously as possible. It is expected that this process should not exceed one week. During that period the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director and presented and delivered to the elected officials by no later than December 10th. It is also expected that the auditor shall submit all required reporting to the State of Michigan no later than December 31st.

The audit firm will not exceed the timelines established for the completion of this project. Failure to do so will constitute a breach of contract by the audit firm.

SCOPE OF WORK

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

1. The City of Birmingham and the Baldwin Public Library are seeking a qualified audit firm that is extremely knowledgeable in the governmental industry to perform an annual audit of the City's finances, non-audit assistance in drafting the financial statements and related notes and preparing its Annual Comprehensive Financial Report in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit to be performed will express an opinion on the financial statements, governmental activities, business-type activities, component units, the major funds, and non-major funds. The City is requesting assistance from the audit firm to provide guidance with updated federal state compliance requirements, regulations and pronouncements or statements of the Governmental Accounting Standards Board.
2. The City is requesting that all electronic filing of the City of Birmingham's financial reports, along with all other required letters or reports, and the form 990 on behalf of the Baldwin Public Library Trust, be submitted directly to the State of Michigan pursuant to the Michigan Department of Treasury regulations and the Federal Audit Clearinghouse on our behalf.
3. The audit firm shall perform the City's federal awards audit in compliance with the Governmental Auditing Standards and the provisions of OMB Circular A-133. The separate federal awards audit shall express an audit opinion of the City's federal programs as well as prepare and file the reports per the electronic requirements of the Federal Audit Clearinghouse including the reporting package and required certification of data collection form.
4. The audit firm shall provide the required Report to the City Commission or Management Letter, as well as separate reports to the Library Board on compliance and internal controls and any other communication required by auditing standards. This shall include a City Commission presentation at the close of the audit.
5. The audit firm shall also review and present the annual Five Year Forecast, which includes projections for the General Fund, Major and Local Street Funds, and Water and Sewer Funds, during the City Commissions Long Range Planning Public Hearing typically held in January or February.
6. The audit firm shall be required to make an immediate, written report of any irregularities and illegal acts which comes to the auditor's attention to the City Manager or City Mayor in the absence of the City Manager.

7. All reports shall be presented and formatted in accordance with accounting principles generally accepted in the United States, the Government Accounting Standards, and other governmental entities. Reports included, but not limited to:
 - a. City of Birmingham's Annual Comprehensive Finance Report with supplement information.
 - b. Baldwin Public Library Financial Report with supplemental information
 - c. Reports of Federal Awards (as required)
 - d. Reports to City Commission and the Baldwin Public Library Board including presentation and review
8. Government accounting advisory services may be required on an "as-needed" basis. From time to time there may be staff questions for clarity or direction. **If such calls are not included in the annual service agreement fee, this must be detailed in the proposal and include the fee and method of billing for such service.**

From time-to-time additional services may be required by the City. Additional work will be agreed upon through an addendum outlining the scope of services and at the same rates as provided in the schedule of fees and expenses included in the audit firm's proposal.

9. The audit shall provide assistance with new standards and overall guidance outside of the audit, i.e. staff training, tool kits, and templates.
10. The audit firm shall be responsible for the retainage of all working papers and reports for a minimum of five (5) years, unless the firm is notified in writing by the City of Birmingham or the Baldwin Public Library of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:
 - a. U.S. General Accounting Office (GAO),
 - b. Parties designated by the federal or state governments by the City of Birmingham or Baldwin Public Library as part of an audit quality review process,
 - c. Auditors of entities of which the City of Birmingham is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A
AGREEMENT

AGREEMENT

For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

This AGREEMENT, made this _____ day of _____, 2021, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, Inc., having its principal office at _____ (hereinafter called "Audit Firm"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through its Finance Department, is desirous of having professional financial and compliance auditing and report services done for the City of Birmingham and Baldwin Public Library.

WHEREAS, the City has heretofore advertised for bids for the performance of services required to perform the annual audit and compile and print the financial reports, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform .

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform professional financial and compliance auditing and reporting and the Audit Firm's cost proposal dated _____, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attachment E). If any of the documents are in conflict with one another, this Agreement shall take precedence.
2. The City shall pay the Audit Firm for the performance of this Agreement in an amount not to exceed the Audit Firm's cost proposal as set forth in Attachment C. Performance shall include all work detailed in the scope of work on pages 13-14 of the RFP.
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 Audit Firm shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Audit Firm and the City agree that the Audit Firm is acting as an independent contractor with respect to the Audit Firm'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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Audit Firm agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm agrees that neither it nor its employees 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 Audit Firm shall inform the City of all claims or suits asserted against it by the Audit Firm's employees who work pursuant to this Agreement. The Audit Firm shall provide the

City with periodic status reports concerning all such claims or suits, at intervals established by the City.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Audit Firm 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: Audit Firm 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: Audit Firm 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 \$2,000,000 per claim if Audit Firm will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Audit Firm 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.
- G. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Proof of Insurance Coverage: Audit Firm 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.
- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Audit Firm shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Audit Firm 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 Audit Firm and any entity or person for whom the Audit Firm 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.

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 Audit Firm, the City shall have the right to terminate this Agreement without further liability to the Audit Firm if the disqualification has not been removed within thirty (30) days after the City has given the Audit Firm 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 Audit Firm fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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

City of Birmingham
Attn: Mark Gerber
151 Martin Street
Birmingham, MI 48009
(248) 530-1814

AUDIT FIRM
(Insert Audit Firm Information)

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:

AUDIT FIRM

By: _____

Its:

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan

My commission expires: _____

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

Alexandria Bingham
Its: City Clerk

Approved:

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

Mary Kucharek, City Attorney
(Approved as to form)

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

ATTACHMENT B - BIDDER'S AGREEMENT

For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

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

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

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

PREPARED BY (Print Name)	DATE
TITLE	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
COMPANY	
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

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:

	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026
Audit Services					
Single Audit					
Drafting and Printing the ACFR					
Filing Form 990					
Total (Not to Exceed)					
Additional Services:					
Filing F-65					
Review & Presentation of Five Year Forecast					
Total Additional Services					

	Hours		Hourly Rate		Total Audit Fee 6/30/2022
Partners		X		=	\$
Managers		X		=	\$
Supervisory sTaff		X		=	\$
Staff		X		=	\$
Other		X		=	\$
Grand Total (Not to exceed)					\$

Attach technical specifications for all proposed materials as outlined in the Proposer’s Responsibilities section of the RFP (p. 6)

Firm Name _____

Authorized signature _____ Date _____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For PROFESSIONAL FINANCIAL AND COMPLIANCE AUDITING AND REPORTING

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

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

PREPARED BY (Print Name)	DATE
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TITLE	DATE
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AUTHORIZED SIGNATURE	E-MAIL ADDRESS
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COMPANY

ADDRESS	PHONE
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NAME OF PARENT COMPANY	PHONE
-------------------------------	--------------

ADDRESS

TAXPAYER I.D.#



MEMORANDUM

City Manager's Office

DATE: October 4, 2021
TO: City Commission
FROM: Thomas M. Markus, City Manager
SUBJECT: Appointment of City Attorney

INTRODUCTION:

Under the City of Birmingham Charter, the City Manager may appoint the city attorney with the advice and consent of the Commission. As the City had not previously gone to bid for legal services, the City Manager directed staff to issue a Request for Qualifications to determine the best appointment for City Attorney.

BACKGROUND:

The City of Birmingham Charter, Chapter III. — PLAN OF GOVERNMENT, Sec. 9, states: "The manager may, with the advice and consent of the commission, appoint an assessor, a treasurer, a city attorney, an engineer, a chief of police, a chief of fire department, and any other officers for whose appointment provision shall be made in this Charter, and provide for their powers and duties." As such, the City Manager directed staff to issue a RFQ for legal services on Bidnet Direct. Eight (8) firms responded to the RFQ for legal services.

A panel consisting of the Assistant City Manager, Assistant to the City Manager, and Human Resources Generalist interviewed each of the eight (8) respondent firms. After conducting the first-round interviews, the panel recommended that three (3) firms move on to a second round of interviews with the City Manager.

A panel consisting of the City Manager, Assistant City Manager, Chief of Police, Finance Director, Human Resources Manager, and Assistant to the City Manager conducted the second round of interviews for legal services. The second round of interviews provided the panel with additional insight into the firms' qualifications as well as the lead attorneys' legal acumen and relevant experiences. Each of the three firms possessed experience working with clients on a broad range of municipal issues. The City Manager provided the Commission with the three (3) firms' RFQ responses and video recordings of their interviews for their review and requested that the Commissioners share their advice and insight as to the selection of the City Attorney.

After careful consideration of each firms' qualifications and pricing, the City Manager has selected the law offices of Beier Howlett, P.C. as City Attorney. The RFQ process demonstrated that while other firms offer well-qualified attorneys, Beier Howlett's depth of experience with and institutional knowledge of the City shall provide a level of service that other firms would not be able to match without undergoing an extensive adjustment period. Beier Howlett's extensive history of working with the City's unique land use ordinances distinguishes it from the other firms that have experience in communities with very different land use ordinances and issues than

Birmingham. Beier Howlett's lead attorney, Mary Kucharek, has extensive experience with the City as prosecutor, Interim City Attorney, and as City Attorney.

Throughout the interviews, it became clear that other respondent firms were not aware of the demand for legal services that the City requires each month and that the City may not receive the responsiveness that it is accustomed to from Beier Howlett. Furthermore, of the three final firms, Beier Howlett has the most extensive experience with the Oakland County courts.

In analyzing the relationship with Beier Howlett, I was, and am aware of the lawsuit filed by City resident, now Commissioner Baller, and Mr. David Bloom against the City and the prior City Attorney individually for a violation of First Amendment rights from a public meeting held in 2019. In January of this year, prior to appointing Mary M. Kucharek as City Attorney, I asked her for her opinion on that meeting and the events that transpired. I specifically asked her if she agreed with the prior City Attorney's legal opinion, to which she responded as follows:

No, I do not agree at all. The right to speak out against one's government and the right to freedom of speech is the First Amendment for many reasons. The writers of the Constitution protected people's ability to speak and think freely, most particularly, speak out against its government because prior to the Constitution, one would be tried for treason and killed for such an act. One's ability to speak out against their government's opinions and actions is the cornerstone of our nation. I absolutely think and believe, and my colleagues agree with my opinion, that every person should have been able to speak freely and openly at that meeting. No one's right to speak should have been stopped.

Conducting the RFQ process for legal services benefits the City in several ways. The City Manager was able to evaluate a competitive field of eight (8) law firms and their proposed lead counsel on their municipal experience, the depth of their benches, and their pricing. The City Manager determined that Beier Howlett offers the City the best combination of responsive, high quality legal services at a competitive price. Additionally, by selecting Beier Howlett through the RFQ process, the City Manager has instituted a written agreement establishing the relationship and responsibilities of both the City Attorney and the City through its City Manager.

LEGAL REVIEW:

- The City of Birmingham Charter, Chapter III. — PLAN OF GOVERNMENT, Sec. 9, states: "The manager may, with the advice and consent of the commission, appoint an assessor, a treasurer, a city attorney, an engineer, a chief of police, a chief of fire department, and any other officers for whose appointment provision shall be made in this Charter, and provide for their powers and duties."

FISCAL IMPACT:

- The City will agree to pay the law offices of Beier Howlett, P.C. a monthly retainer fee in the amount of \$18,000, which will include the full scope of services as defined and described in the RFQ under Scope of Work. For legal services not included in the retainer legal work, the City shall pay Beier Howlett, P.C. an hourly rate based upon the following maximum rates per classification of legal service provider:

Attorney (Partner):	\$165.00
Attorney (Associate):	\$165.00
Paralegal:	\$100.00
Prosecutions:	\$165.00

Environmental: \$270.00
Labor Relations, Employment Law \$165.00
(For Partner, Senior Associate, or Associate)

PUBLIC COMMUNICATIONS:

The City issued a Request for Qualifications advertised on Bidnet Direct on July 7, 2021.

SUMMARY

To ensure that the City receives the highest quality of legal services at competitive pricing, the City Manager directed staff to create a Request for Qualifications (RFQ) for legal services. Each of the eight (8) firms that responded to the RFQ were interviewed by City staff who narrowed the decision to three (3) finalists. The three (3) final firms were interviewed by the City Manager and other department heads. The City Manager shared video recordings of the three finalists' interviews along with their RFQ responses with the City Commission to seek their advice. The City Manager seeks the consent of the Commission to appoint Beier Howlett, P.C. as City Attorney.

ATTACHMENTS:

- Appointment Agreement of City Attorney by City Manager with:
 - Attachment 1 – Appointment Agreement of City Attorney by the City Manager
 - Attachment 2 - Birmingham Charter, Chapter III. –Plan of Government
 - Attachment 3 - RFQ
 - Attachment 4 - Beier Howlett's Response to RFQ

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution which provides consent to the City Manager to appoint the law offices of Beier Howlett, P.C. as the City's attorney, and acknowledging receipt of the Appointment Agreement the City Manager intends to enter into with the law offices of Beier Howlett, P.C.

CHAPTER III. PLAN OF GOVERNMENT

Section 1. [Composition of commission.]

All the powers of the city, except as otherwise provided by statute or this Charter, shall be vested in a commission of seven (7) members, elected at large as hereinafter provided.

State law reference(s)—Mandatory that Charter provide for election of certain officers, MCL 117.3(a), MSA 5.2073(a).

Section 2. [Powers of commission.]

The commission shall constitute the legislative and governing body of the city with power and authority to pass such ordinances and adopt such resolutions as it shall deem proper for the exercise of the powers possessed by the city.

Section 3. [Qualifications of commissioners.]

The members of the commission shall be elected on a nonpartisan ticket from the city at large and shall be subject to recall as provided by the laws of the state. No person shall be eligible to the office of commissioner who shall not be an elector in the city and who has not been a resident of the city for at least one (1) year immediately prior to his election.

(Amend. of 4-2-79)

State law reference(s)—Mandatory that Charter provide for qualifications of officers, MCL 117.3(d), MSA 5.2073(d).

Section 4. [Elections, terms of commissioners.]

At each regular election, there shall be elected commissioners equal in number to those commissioners whose terms will expire on the first Monday, following such election, each of whom shall serve for a term of four (4) years, beginning at eight o'clock p.m. on the first Monday following such regular election.

The commission shall be the judge of the election and qualification of its own members, subject, however, to review by the courts in appropriate proceedings.

(Amend. of 11-2-99)

Section 5. [Mayor; selection, powers.]

On the second Monday in November of each year, the commission shall meet at the usual place for holding the meetings of the legislative body of the city for the purpose of organization. At each of said organization meetings the commission shall elect one of its members as mayor who shall be the presiding officer of the commission and chief executive head of the city and who shall have such other powers and perform such other duties as are or may be imposed or authorized by the laws of the state, by this Charter or by the commission. He shall be the conservator of the peace and may exercise within the city the powers conferred upon sheriffs to suppress disorder. At each of said organization meetings the commission shall also elect another member of the

commission as mayor pro tem, who during the mayor's absence or disability to perform his duties, shall act in his stead and shall during the time of said absence or disability exercise all of the duties and possess all of the powers of the mayor. In the absence or disability of the mayor pro tem, the commission may temporarily appoint one of its members to that office. The mayor as a member of the commission shall have the right to vote on all matters before the commission and shall possess all of the other rights and powers of members of that body. He shall not have the right to veto.

(Amend. of 11-2-99)

Section 6. [Meetings of commission.]

Regular meetings of the commission shall be held at such times as may be established by ordinance, provided that the commission shall meet regularly not less than twice a month. The mayor or any two commissioners may call special meetings of the commission upon at least ten (10) hours' written notice to each member, served personally or left at his usual place of residence, provided, however, that any special meeting at which all members of the commission are present shall be a legal meeting for all purposes without such written notice. All meetings of the commission shall be public and any citizen may have access to the minutes and records thereof at all reasonable times. The commission shall determine its own rules and order of business. It shall keep a journal of its proceedings in English which shall be signed by the clerk.

(Amend. of 11-5-91)

State law reference(s)—Open meetings act, MCL 15.261 et seq., MSA 4.1800(11) et seq.; mandatory that Charter provide for keeping of a journal, MCL 117.3(m), MSA 5.2073(m).

Section 7. [Procedures for commission; quorum; method of voting.]

Four (4) members of the commission shall constitute a quorum, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance, and all pending business noticed or set down for hearing at such meeting shall be taken up and heard at such adjourned meeting or at the next regular meeting without further notice. The commission shall act only by ordinance or resolution. The word "resolution" as used in this Charter shall include official action in form of a motion. The affirmative votes of a majority of the commission elect shall be required for the passage of any ordinance or resolution, unless in any given case a different number is required by this Charter or by state law. All votes shall be by "yeas" and "nays." Each member present shall be required to vote unless disqualified or unless he shall state his reason for not voting, which shall be recorded in the minutes. Where a vote is unanimous it shall not be necessary to include in the minutes the names of the members voting but the vote shall be designated by the number of votes for or against the pending matter.

Section 8. [City manager.]

The commission shall appoint a city manager who shall be responsible to the commission and who shall, in addition to the powers and duties specified in this Charter, have such executive and administrative powers and duties as shall be delegated to him by ordinance or resolution of the commission. The city manager shall be responsible to the commission for the efficient administration of all departments. He shall be a citizen of the United States and shall be chosen by the commission solely on the basis of his fitness to perform the duties of his office, and shall hold office at the will of the commission under the direction and management of the commission; he shall be the chief administrative officer of the city government; he shall be present at all meetings of the commission and shall be entitled to be present at all meetings of its committees. He may take part in all discussions but shall have no vote. The commission may provide that the powers and duties of any appointed officer other than the clerk, treasurer, assessor or health officer shall be exercised and performed by the manager,

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(Supp. No. 45, Update 2)

or it may appoint the manager to any office other than that of clerk, treasurer, assessor or health officer. The commission may at any time appoint an acting manager to act in the event of the disability or absence of the appointed manager, or pending the appointment of a manager.

Section 9. [Appointments—Generally.]

The commission shall, whenever a vacancy occurs, appoint a clerk and a health officer, and it shall appoint the board of review as hereinafter provided. The manager may, with the advice and consent of the commission, appoint an assessor, a treasurer, a city attorney, an engineer, a chief of police, a chief of fire department, and any other officers for whose appointment provision shall be made in this Charter, and provide for their powers and duties. Unless otherwise provided in this Charter or by statute, all appointees of the commission shall hold office during the pleasure of the commission and all other appointed officers shall hold office during the pleasure of the manager. One person may be appointed to two or more offices except that of the office of clerk and treasurer shall not be filled by the same person.

(Amend. of 4-7-69; Amend. of 4-2-90)

Section 10. [Same—Health officer.]

The commission shall, within thirty (30) days after this Charter takes effect and from time to time thereafter whenever a vacancy shall occur, appoint a health officer who shall be either a Doctor of Public Health or a Doctor of Medicine licensed and authorized to practice in the State of Michigan. The health officer shall appoint his subordinates.

Section 11. [City clerk.]

The city clerk, in addition to the powers and duties elsewhere specified in this Charter, shall keep the corporate seal and have the custody of all books, official bonds, records, papers and documents which are not by this Charter or the ordinances of the city, entrusted to some other officer; he shall be clerk of the commission, shall attend all of its meetings, and shall keep a record of all of its proceedings; he shall issue all licenses as authorized by the commission or by ordinance, and shall keep a record thereof; he shall, upon request, make certified copies of any papers or documents in his custody, and such copies shall be evidence in all places or proceedings of the matters therein contained to the same extent as the original would be, and he may charge therefor such fees as shall be prescribed by the commission; and he shall keep a record of all property belonging to the city.

Section 12. [City treasurer.]

The city treasurer in addition to the powers and duties elsewhere specified in this Charter, shall have the custody of all moneys, bonds (other than official), mortgages, notes and securities belonging to the city. He shall give bond in such amount and with such sureties as are satisfactory to the commission.

Section 13. [City assessor.]

The city assessor shall perform such duties in relation to the assessing of property and levying of taxes and special assessments as are prescribed by this Charter and the laws of the state.

Section 14. [Board of review.]

Three qualified freeholders and electors of the City of Birmingham, other than members of the city commission shall constitute the board of review of the city in relation to assessments made for general taxation purposes, whether under the provisions of this Charter or the general laws of the state. The three electors and freeholders shall be appointed by the city commission for initial terms of one, two and three years, respectively, and thereafter for terms of three years each. The city assessor shall serve as a nonvoting advisory member and as clerk of the board of review. The members of the board of review shall receive such compensation as shall be fixed by the city commission.

(Amend. of 4-6-64)

Section 15. [Chief of police department.]

The chief of police shall be charged with the enforcement within the city, of the laws of the United States, and the state, and of the Charter and ordinances of the city, unless it is otherwise provided in such laws, Charter or ordinances. He shall be in charge of the police force of the city. Members of the police force shall have power and it shall be their duty to enforce the penal laws of the United States, the penal laws of the state, the penal ordinances of the city and the penal provisions of this Charter; to suppress all riots, disturbances and breaches of the peace; to arrest all persons fleeing from justice; in compliance with the laws of the state to apprehend persons guilty or suspected of being guilty of violation of the laws of the United States, the state, the ordinances of the city, or the provisions of this Charter; to make complaints before the proper officer or magistrate against any person known or believed by them to be guilty of any violation of the laws of the United States, the state, the ordinances of the city or the provisions of this Charter; to serve all processes that may be delivered to them in criminal, Charter and ordinance cases. When any person has committed or is suspected of having committed any crime or misdemeanor within the city or has escaped from the city prison or from custody of the police, the police force of the city shall have the same right to pursue, arrest and detain such person without the city limits as the sheriff of the county. The police shall have the same powers and rights in relation to offenses against the ordinances of the city and the provisions of this Charter, as they have in cases of misdemeanors under the laws of this state. They shall have all the powers given by law to constables for the preservation of quiet and good order and in relation to the enforcement of the laws of the state and ordinances of the city, and in addition thereto shall have such other powers as are conferred generally upon peace officers of the state. They shall perform such other duties as may be required of them by the commission for the good government of the city.

Section 16. [Chief of fire department.]

The chief of the fire department or in his absence, the officer in charge, may command any person present at a fire to aid in the extinguishment thereof, and to assist in the preservation of life or property thereat. If any person willfully disobeys any such lawful requirement or other lawful order of any such officer, he shall be deemed guilty of a misdemeanor. Such officer may cause any building to be razed or destroyed when deemed necessary in order to arrest the progress of a fire and no action shall be maintained against any person or against the city therefor.

Section 17. [Health officer.]

The health officer shall have power, subject to the laws of the state, to prevent, remove or abate nuisances dangerous to life or health. He may require the owner or occupant of any premises to remove any such nuisance or to correct any condition on such premises which causes a nuisance. If such owner or occupant shall refuse or neglect to comply with any such requirement, the health officer may cause such nuisance to be removed or such condition to be corrected, and the expense thereof may be recovered in a suit against such owner or occupant, or

a special assessment may be levied against such owner or occupant and upon the premises. The health officer shall have charge of food inspection and matters of sanitation.

Section 18. Deleted by Amendment, April 7, 1969.

(Amend. of 4-7-69)

Section 19. [Salaries.]

Subject to the provisions of this Charter, the commission shall fix the salary or compensation of its direct appointees. The members of the commission shall each receive the sum of five dollars (\$5.00) for each commission meeting attended. Members of the commission shall receive no further compensation from the city.

(Amend. of 11-5-91)

State law reference(s)—Mandatory that Charter provide for compensation of officers, MCL 117.3(d), MSA 5.2073(d).

Section 20. [Powers, duties of officers.]

All officers of the city shall perform such duties and possess such powers as are or may be prescribed by this Charter, by the general laws of the state or by the commission.

Section 21. [Nepotism.]

Relatives by blood or marriage of the mayor, any commissioner or the manager, within the second degree of consanguinity or affinity, are hereby disqualified from holding any appointive office or from being employed by the city, during the term for which such mayor or commissioner was elected, or during the tenure of office of such manager.

Section 22. [Bonds required.]

The commission may require any officer or employee to give a bond for the faithful performance of his duties, in such amount as it may determine, and the premium thereof shall be paid by the city. Any officer or employee required by the provisions of this Charter, the general laws of the state, any ordinance of the city, or by the commission, to give bond, shall not enter upon the duties of his office or employment until such bond shall be duly filed and approved. All such bonds except as herein otherwise provided, shall be approved by the commission and filed with the clerk, excepting the bond of the clerk, if any, which shall be filed with the treasurer.

Section 23. [Surety bonds.]

All bonds required by the provisions of this Charter shall be the bonds of surety companies authorized to do business in the State of Michigan, or in lieu of said bonds there may be deposited, in such manner and subject to such regulations and limitations as the commission shall prescribe, cash in an amount equal to the penalty required in such bond.

Section 24. [Elective officers not eligible for appointment.]

Except as otherwise specifically provided in this Charter, no elective officer shall hold any office except that to which he was elected, nor shall he be elected or appointed to any office which was created or the compensation

of which was fixed or increased by the commission while he was a member of such commission, until the expiration of one year from the date when he ceased to be a member of the commission.

Section 25. [Term of office.]

All elective officers shall hold office until their successors shall have been elected and shall have qualified.

Section 26. [Vacancies.]

In addition to other provisions herein contained, a vacancy shall exist in any elective office when an elected officer fails to qualify as in this Charter provided, dies, resigns, is removed from office, removes from the city, or is convicted of a felony.

Section 27. [Vacancies filled.]

A vacancy in any elective office shall within thirty days after such vacancy occurs be filled by appointment by a majority of the members of the commission, or of the remaining members of the commission when the vacancy is in the commission, except that library board vacancies shall be filled by appointment of the library board as elsewhere herein provided. Such appointee shall hold office until the next regular municipal election at which election a successor shall be elected for the unexpired term of the person in whose office the vacancy occurs. When a vacancy occurs in any office to which a person has been appointed for a definite term, such vacancy shall within thirty days be filled for the unexpired term, by appointment made in the manner provided for full term appointment to such office.

(Amend. of 4-4-60)

Section 28. [Bribes.]

No member of the commission, the manager or other officer or employee of the city shall knowingly accept any gift, frank, free ticket, pass, reduced price or reduced rate of service from any person, firm, or corporation operating a public utility within the city, or from any person known to him to have secured, or to be endeavoring to secure, a contract with the city.

Section 29. [Notification of election to office.]

Within five (5) days after the commission shall have met and determined, as provided in this Charter, the election of any person or persons, the clerk shall notify in writing each elected person of his election, and he shall, also, within five (5) days after the appointment of any person to any office, in like manner notify such person of his appointment.

Section 30. [Persons not eligible for office.]

No person who has been convicted of defalcation from the city or from any other governmental corporation, or who has been convicted of felony, shall be elected or appointed to any office of the city. All votes for any appointment of such person shall be void.

Section 31. [Oath of office.]

Every officer elected or appointed to any city office, before entering upon the duties of his office shall take and subscribe to an oath of office, which shall be filed and kept in the office of the city clerk, to support the

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(Supp. No. 45, Update 2)

Constitution of the United States, and the Constitution of the State of Michigan; to endeavor to secure and maintain an honest and efficient administration of the affairs of the City of Birmingham, free from partisan distinction or control, and to perform the duties of his office to the best of his ability. In case of his failure to do so, within ten (10) days after the time fixed for taking office, he shall be deemed to have declined the office unless the time therefor shall be extended by the commission. The oath of office hereinbefore in this section mentioned shall be as follows:

"I do solemnly swear (or affirm) that I will support the Constitution of the United States of America and the constitution of this state and endeavor to secure and maintain an honest and efficient administration of the affairs of Birmingham, free from partisan distinction or control, and to perform the duties of the office of according to the best of my ability."

State law reference(s)—Oath of public officers, Mich. Const. 1963, Art. XI, § 1.

Section 32. [Deputy clerk or treasurer.]

The clerk and the treasurer or either of them may deputize a member of his office as deputy clerk or deputy treasurer, as the case may be, subject to the confirmation of the commission. The clerk and the treasurer, or either of them, may remove his deputy at pleasure. Each deputy shall possess all the powers and authorities of his superior officer except as the same may be from time to time limited by the commission.

Section 33. [Subsequent appointments.]

If, for any reason, any appointment shall not be made by the commission within the time provided in this Charter, it may be made at any subsequent regular or special meeting.

Request for Qualifications For Legal Services City of Birmingham, Michigan

INVITATION

Proposals are being solicited for the purpose of entering into a retainer agreement for full service legal representation covering the entire scope of the city's municipal affairs including prosecution in District Court with the exception of labor relations and bond counsel. The appointment is for a negotiable term of up to six (6) years. The City of Birmingham is a Michigan home rule city under MCL 117.1 et seq. The city's legal structure is governed by a city charter and city code of ordinances. The city charter provides for a City Manager/ Commission form of government. The City Commission serves as the City's legislative body, consisting of seven Commissioners, one of whom serves as Mayor. Members are elected at large for four-year terms at non-partisan elections held in November of each odd-numbered year. The City Commission appoints the City Manager and the City Manager appoints the City Attorney. The City has a tentative 2020 population of 21,498 residents.

The current City Charter, which was amended and enacted in 1969, sets for appointments of staff, including the City Attorney at Chapter III. Plan of Government, Sec. 9 which reads in part as follows:

"...The Manager may, with advice and consent of the commission, appoint an assessor, at treasurer, a city attorney,..."

Qualified individual attorneys or firms must be knowledgeable in a variety of legal areas including, but not limited to, municipal law, land use and zoning, drafting of and the enforcement of legislation, administrative matters and legal proceedings, charter and code issues, code enforcement, contract law, environmental issues, federal and state laws, constitutional law, litigation in the Michigan State and District County court system, municipal leases, licenses and agreements, public records and the Freedom of Information Laws. The current firm providing these services is Beier

Howlett who has been invited and are expected to submit a proposal in response to this RFQ

RFQ INSTRUCTIONS

1) INFORMATION AND QUESTIONS:

Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. If you plan on becoming a Respondent to this RFQ, please notify mfairbairn@bhamgov.org so that any questions or clarifications can be sent to you. In preparing proposals, Respondents are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the City of Birmingham (City). If a Respondent finds a discrepancy, error, or omission in the RFQ package, or requires any written addendum thereto, the Respondent is requested to notify the City Manager's office at the same email address so that written clarification may be sent to all prospective Respondents. **THE CITY WILL NOT RESPOND TO ANY ORAL INQUIRIES ON THIS RFP.** No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.

2) PROPOSAL SUBMISSION: To be considered, three (3) copies of the proposal must be prepared in the manner and detail specified in this RFQ.

- a) Proposals must be submitted to the City of Birmingham drop box located at, 151 Martin St. Birmingham MI 48012, by July 26, at 4 p.m., 2021.
- b) Responses received after the deadline will not be accepted and will be returned to the Respondent unopened.
- c) The opening and reading of a proposal does not constitute the City's acceptance of the Respondent as a responsive and responsible Respondent.
- d) Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: "LEGAL SERVICES PROPOSAL", Date of submittal, Respondent's name, address, phone, fax and contact name.
- e) Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for

Qualifications (RFQ) and specifications and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

f) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.

g) Proposals sent by electronic means will not be considered.

h) All costs incurred in the preparation and presentation of the proposal are the Respondent's sole responsibility; no proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the City.

i) Proposals must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide services offered to the City if the Respondent is determined to be the most responsive and responsible Respondent.

3) Award:

All proposals must be firm for at least 120 days from the due date of the proposal. After a final award of the Agreement by the City of Birmingham, the Respondent must execute and perform said Agreement

SCOPE OF WORK

1) INTRODUCTION: Through this Request for Qualifications (RFQ), the City of Birmingham (City) hereby invites law firms that meet the qualifications set forth herein to submit proposals to provide full service representation in the area of municipal law and litigation.

2) SCOPE OF SERVICES: Full service representation may include, but is not limited to, the following:

a) **Services chargeable to a city attorney monthly retainer fee:**

1. Attendance at all regular City Commission meetings.
2. Attendance at all special city council meetings when requested by the City Commission.
3. Attendance at all meetings of the planning board.

4. Preparation of city ordinances and resolutions and legal research related thereto.
5. Preparation of legal opinions for the city council, City Manager, and department directors, plus legal research related thereto.
6. Attendance at meetings when requested by the city manager or department directors (as approved by the City Manager).
7. Filing of claims against insurance companies or attempts to collect damages on non-insured matters.
8. Review and approval of all city contracts.
9. Preparation of all city contracts, research and review.
10. Preparation of deeds, leases, licenses and other real estate papers. (moved from billable list)
11. Giving of legal advice to the City Manager, all department directors and the City Commissioners.
12. Preparing and conducting seminars for department heads and members of city boards and commissions.
13. Answering telephone inquiries from the City Manager, department directors, or other city officials.
14. Answering telephone inquiries from citizens, attorneys, and other interested persons or municipal officials on city related matters with approval from the City Manager.
15. Meeting with citizens on city related matters.
16. All telephone calls with city employees.

b) Prosecution Services are not included with the monthly retainer fee and shall be billed for on an hourly basis and must include the following:

1. Appearance in 48th District Court on regular court days.
2. Issuing warrants on ordinance matters.
3. Meetings with complainants on ordinance violations.
4. Investigation on ordinance violations.
5. Answering telephone inquiries from citizens and attorneys on ordinance violations.
6. Legal advisor to the police department on criminal misdemeanor matters.
7. Discussions with District Judge and District Court regarding ordinance violation matters.
8. District Court jury trials including preparation for trial, investigations, and contacting witnesses and complainants.

9. All telephone calls with city employees.

c) Other services billable on an hourly basis:

1. All court related matters in all courts, except 48th District Court, including preparation of pleadings, legal research meetings, conferences and correspondence with witnesses, trial of cases and miscellaneous court appearances.
2. Appearance at all administrative agency matters, including appearances at the Michigan Employment Security Commission, Michigan Tax Tribunal, Liquor Control Commission, Election Commission, Pension Board, Building Board of Appeals, and all other administrative agencies, including the preparation of pleadings, legal research, meetings, correspondence, and conferences with witnesses and the conducting of adversarial proceedings.
3. Handling of all appeals from the district court to the circuit court, including the preparation of the appeal papers, appearances for trial in circuit court, legal research, meetings, conferences, and correspondence with witnesses.
4. Administrative fees and all other services not enumerated under sections (a) and (b) above.

EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) EVALUATION: As a result of this RFQ, the City of Birmingham expects to receive and evaluate proposals and select a qualified law firm. The following factors, listed in relative order of importance, will be considered in making the selection:

- a) Organization and staffing (including contractors); experience, competence and reputation of firm and the proposed attorneys assigned
- b) Client references
- c) Compensation

Each proposal submitted in response to this RFQ shall focus on these criteria. In addition, the City also may consider the past performance of the Respondent on other contracts with the City or

other entities. The City reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information. Firms responding to this RFQ shall disclose all existing client relationships which may impact the City's selection of a firm to represent it. The City shall be the sole decision maker about whether a conflict exists between its interests and those of a firm's other clients.

2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** Three (3) identical original copies of the entire proposal must be submitted.
- b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically.

Respondents must provide the following information in their proposal in order to be considered responsible:

1. Letter of Transmittal — limited to two (2) pages to include:
 - a) A brief statement of the respondent's understanding of the scope of work;
 - b) A statement that the entire response and the prices contained therein shall be binding upon the respondent in all respects for a period of ninety (90) days from submission;
 - c) Identification of a single-point-of-contact to respond to any questions regarding the proposal;
 - d) A statement indicating whether respondent intends to subcontract any portion(s) of the work;
2. Executive Summary — Each respondent shall submit a brief overview of the firm and the proposed attorneys to be assigned to the proposed contract. The summary shall be limited to five (5) pages in length, and shall consist of no more than one (1) for the firm overview and four (4) pages for the attorney(s) to be assigned.
3. Respondent History — Respondents shall present information to demonstrate financial stability and performance, operational history, and firm biography. Please refrain from using marketing materials.
4. Respondent Identifying Information — Name and location of major offices and other facilities (other than the one identified on Proposal

Form) that relate to respondent's performance under the terms of this RFQ;

- a) Name, business address, business and fax telephone numbers, and E-mail address of the proposed principal contact person.
- b) Information on firm's experience, competence and reputation in providing legal services in the area of municipal law and litigation.

5. Respondent Qualifications — This section must contain all pertinent information relating to the respondent's organization and experience that would substantiate its qualifications and capabilities to perform the legal services requested, including:

- a) Statement relating to existing clients and whether current representation presents a conflict of interest with potential representation of the City. Provide sufficient, non-confidential details for independent verification by the City. The City shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.
- b) A narrative description documenting the firm's and attorney(s)' experience with municipal law and litigation and advising clients thereon. Disclose experience advising municipal and governmental entities in this area of law. Each attorney identified must possess the following minimum qualifications:
 - 1) Must be a member in good standing of the Michigan State Bar Association
 - 2) Must be admitted to practice in the Eastern District of the Federal District Court of Michigan.
- c) A summary of major cases handled during the last five (5) years by the attorney(s) to be assigned to this representation demonstrating the ability to represent and provide advice to the City in litigation involving municipal law (state case name, case number, court or administrative agency and citation, if any published decision is involved). Indicate the key issues of the case and the degree of success achieved. Indicate which cases were handled by person(s) designated as lead attorney for City matters.
- d) Provide a summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to represent the City in litigation or to provide advice. This may be non-litigation legal experience, significant litigation experience involving

appellate courts practice, representation of other governmental entities, academic experience, publications, and professional activities.

6. Client References — each respondent must provide no less than five (5) client references for similar services performed within the last three years. Please include at least two (2) municipal or governmental entity clients. The list of clients must include the following:

- a) Name and address of client
- b) Name and phone number of client contact
- c) Contract start date and duration
- d) Type and size of contract
- e) Role in representation
- f) Number of staff by position participating in representation
- g) Outcome of representation, if completed and available for disclosure. These references may be contacted and used in conjunction with the evaluation of proposals.

7. Organizational and Staffing Plan — Respondents shall submit information relating to their team, including attorney(s), paralegals, administrative and technical staff. Comparable resources must be guaranteed throughout the course of the representation.

- a) The Respondent will provide resumes and qualifications of all proposed attorneys, staff and contractors, their role(s) on the contract, the expected percentage of time they will participate in the contract, and specific experience with related projects.
- b) All attorneys must be licensed to practice law in Michigan and their licenses must be in good standing with the Michigan State Bar.
- c) The principal attorney serving as city attorney must have practiced law within the State of Michigan for at least five years.
- d) All staff assigned to the contract must be reasonably acceptable to the City. All replacements of key personnel must be of equal or superior experience as the person replaced. Any staff substitutions must include a resume and be approved in writing in advance of work on the project by the City Manager.

8. Project Manager — Respondents shall specifically identify the individual who will be responsible for management of this representation and who shall serve as city attorney/director of law for the City of Birmingham. The individual identified shall not be reassigned unless consented to by the City

Manager. Provide a detailed resume for this person. Include the number of years of experience of this attorney in providing municipal legal services to be delivered to the City. The following information must also be provided for this individual:

- a) Length of service with firm
- b) Education, experience and responsibilities
- c) Martindale Hubbell rating, if rated
- d) Other relevant qualifications

9. Compensation — Respondents must provide the monthly retainer fees and hourly rate proposed to perform the services identified in this RFQ. The retainers and hourly rates should fully account for overhead and other expenses.

10. Agreement — Respondents shall propose a preferred method of engagement and stated reasons and benefits for their proposal. Any agreement shall conform to the conditions outlined in the Standard Terms and Conditions of Agreement section of this RFQ.

Responses shall be in the same order as the requirements are listed above to ensure that the City is able to easily locate the information requested.

3) EXCEPTIONS: Respondent shall clearly identify any proposed deviations from the language in the Request for Qualifications. Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

The City will expect and require complete conformance with this specification and the successful Respondent will be required to perform accordingly. Proposals not meeting all requirements may be rejected. The City reserves the right to accept, or to allow the Respondent to withdraw, any or all exceptions.

4) SHORTLISTING: The City may shortlist the Respondents based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each Respondent on the

shortlist if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the City Manager and/or City Commission and to clarify their proposals through exhibition and discussion. Only the lawyers who will be the principal City Attorney and the principal Prosecuting Attorney for the City will conduct the presentation. The City will not reimburse presentation costs of any Respondent.

SPECIFIC CONTRACT TERMS AND CONDITIONS

1. CONTRACT TERM: The contract term is negotiable up to a maximum of six (6) years, effective upon the first of the month following confirmation of the City Manager's recommendation to the City Commission.

2. PAYMENT: The City Attorney may bill monthly for work completed and current cases/issues that are ongoing.

3. INSURANCE SUBMISSION REQUIREMENTS: The City Attorney must submit proof before confirmation that they meet all City insurance requirements.

4. STANDARD INSURANCE REQUIREMENTS:

a) Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Birmingham, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Birmingham are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Birmingham". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

b) Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law,

Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

c) Professional Liability Insurance: A policy in an amount not less than \$2,000,000 per claim.

d) Cancellation: Cancellation clause of insurance not less than thirty (30) days.

e) Proof of Insurance: The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5. NONCOMPLIANCE: Failure to deliver in accordance with specifications will be cause for the City to cancel the appointment of City Attorney or any part thereof.

6. KEY PERSONNEL AND SUBCONTRACTORS: It is essential that the City Attorney provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City Attorney must agree to assign specific individuals to the key positions.

a) The City Attorney agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City Manager.

b) The use of any subcontractor is subject to pre-approval by the City of Birmingham City Manager.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1) Assignment/Transfer: Assignment or transfer of this appointment without written consent of the City of Birmingham may be construed by the City as a breach of appointment sufficient to cancel this agreement at the discretion of the City.

2) Payment Terms: Payment will be Net 30 unless otherwise specified by the City of Birmingham.

3) Excise and Sales Tax: The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the City Attorney when submitting invoice for payment.

4) Invoices: Invoices for services must be submitted within 45 days after completion of Services.

5) Compliance with Laws: The City Attorney represents and warrants that the performance of services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Birmingham laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

6) Amendments: No amendment, modification or supplement to this agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

7) Termination: When in the City of Birmingham's best interest, the City may unilaterally cancel this agreement at any time, whether or not the Appointee is in default on any of its obligations hereunder. Under any such cancellation, the Appointee agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Birmingham agrees that the City Attorney shall be paid for items and/or services already accepted by City, but in no event shall the City of Birmingham be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

8) Waiver of Breach: No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

9) Liability and Indemnity: Appointee agrees to protect, defend, reimburse, indemnify and hold the City of Birmingham, its officers, affiliates, employees and agents harmless at all times from and against any and all

claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Birmingham is solely at fault.

10) Records: The City of Birmingham retains ownership of all work products, documents, and files prepared, kept, and stored by the City Attorney under this contract, and the City Attorney agrees to relinquish to the city or its designated agent all such work products, documents and files upon termination of this contract.

11) Insurance: The City Attorney, at its own expense and in its own name, must provide and keep in force during the term of this Agreement, insurance coverages, provided by a company(s) licensed to conduct business in the State of Michigan, with limits not less than indicated for the respective items or as otherwise agreed. Types of coverages and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.

12) Noncompliance: Failure to deliver in accordance with specifications will be cause for the City of Birmingham to cancel the contract or any part thereof.

13) Subcontracting: The use of a subcontractor is subject to the wholly discretionary approval of the City of Birmingham.

14) Investigation: The Agreement shall provide that the City Attorney will investigate employees proposed to work under the contract using the Michigan Internet Criminal History Access Tool (IChAT), the Michigan Sexual Offenders Registry and the Michigan Corrections website. In addition, employees proposed to work under this Contract who will have access to secure areas of City Hall will also be subject to investigation thru the Law Enforcement Information Network (LEIN).

15) Legal Proceedings: Any legal proceedings arising out of this RFQ or any contract awarded there under shall be resolved in Michigan courts.

TENTATIVE SCHEDULE

1. Request for Qualifications Issued: July 7, 2021
2. Proposal Submission Deadline: July 26, 2021
3. City Manager will review and conduct interviews of Respondents. He intends to video record the interview for viewing by the City Commission.
4. Confirmation of City Manager appointment by City Commission

Beier Howlett

ATTORNEYS AND COUNSELORS

July 22, 2021

Mr. Thomas M. Markus, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Re: Request for Qualifications for Legal Services

Dear Mr. Markus:

You will find enclosed Beier Howlett's Proposal ("Proposal") and demonstration of qualifications to provide the City of Birmingham with full legal service representation in the areas of municipal law and prosecutions, excepting matters of bond counsel and labor relations. Beier Howlett has proudly served its clients with quality legal services since the firm's founding in 1903. We believe our extensive history and background of serving municipalities in all facets of municipal law, litigation, and environmental law distinguishes Beier Howlett as a provider of legal counsel and litigation services with sound, proficient legal principles that are also economical and practical. Beier Howlett has an AV rating (highest possible) in the Martindale Hubbell Law Directory which demonstrates our adherence to the highest legal and ethical standards.

Beier Howlett would like to thank the City of Birmingham, the City Manager and the Commission for the opportunity to demonstrate our credentials and commitment to our partnership with the City of Birmingham. We believe Beier Howlett is uniquely qualified to provide full legal services and representation to the City of Birmingham because we have the historical knowledge of the City's growth and progression which allows us to truly understand the needs of the City going forward. These materials summarize our qualifications per your Request for Qualifications for Legal Services. We would be excited to meet with you to have an open and frank discussion regarding how the law firm of Beier Howlett may even better serve the City for years to come.

Beier Howlett has served the needs of the City of Birmingham for decades and, as such, we fully and uniquely understand and appreciate the complexities of the legal areas needed to properly serve and advise the City of Birmingham. We are well adept at general municipal law, and have had extensive experience and have offered decades of advice regarding land use and zoning specific to the City of Birmingham. We have drafted hundreds of ordinances and understand we will continue to draft and enforce ordinances and assist in administrative matters and legal proceedings. We have advised, and will continue to advise, on interpretations of the Charter and Ordinance Code enforcement. We have drafted and will continue to draft contracts on behalf of every department within the City of Birmingham. Birmingham has had some unique environmental issues, and we remain prepared to guide the City through further environmental matters including Brownfield development issues. We have successfully counseled and litigated cases in the federal, state and Oakland County courts regarding constitutional law, tort law and many others, including matters specifically involving the City of Birmingham. We will continue to

Beier Howlett

Mr. Thomas M. Markus, City Manager
July 22, 2021
Page 2

achieve winning outcomes in litigation. We have created and will continue to create transactional documents of all levels of complexity regarding Birmingham's interests and property. We have and will continue to advise on the Freedom of Information Act, Open Meetings Act, and all other laws and procedures germane to municipal law.

In subsequent pages of this proposal, we look forward to highlighting and describing the biographies of our accomplished attorneys and to demonstrate our vast experience in handling all facets of municipal law. We also look forward to highlighting the many municipalities, school districts, and other governmental entities we counsel.

We will demonstrate our reasonable and affordable pricing proposal with a suggested agreement. We believe in value pricing for municipalities responsible for taxpayer dollars. Our response and pricing proposals are binding for at least 90 days from the date of this submission as mandated under the General Submittal Requirements.

As stated, Beier Howlett has proudly served its municipal clients and in particular the City of Birmingham for decades, and, as always, will appoint one attorney to be the lead for the City of Birmingham as the single-point-of-contact. Mary M. Kucharek would be the lead counsel for the City of Birmingham and the single-point-of-contact. Mary has extensive experience representing municipalities including the City of Birmingham, City of Orchard Lake Village and the Village of Lake Orion. Not only has she served as general legal counsel, but she also is quite adept in a courtroom as she has been the prosecuting attorney for each of these municipalities since 1997. Her outstanding accomplishments will be highlighted later in this proposal.

The law firm of Beier Howlett has strong bench strength consisting of many experienced attorneys with outstanding accomplishments. Therefore, the firm does not intend to subcontract any portion of the work identified in the Scope of Services. Beier Howlett is ready, eager and able to offer the City of Birmingham service for all of its municipal legal needs as articulated in the Request for Qualification packet.

Please refer any questions or comments regarding our statement of qualifications to the undersigned or Mary Kucharek. We appreciate the opportunity to further discuss how Beier Howlett will continue to provide the high quality of legal services that the City of Birmingham expects and deserves. We welcome the opportunity for Mary M. Kucharek to interview personally. We look forward to hearing from you and continuing this discussion.

Very truly yours,

BEIER HOWLETT, P.C.



Michael C. Gibbons
Chief Executive Officer

Tab 2 – Executive Summary: Attorneys – A Seasoned Team

Beier Howlett Firm Benefit - Beier Howlett operates as a partnership amongst its attorneys, and we treat all clients as clients of the firm rather than one particular lawyer. While you will always have a single point of contact, having the entire firm available provides you with the bench strength the City of Birmingham requires. This interdisciplinary collaborative approach has earned Beier Howlett the highest accolades for our legal services and client relations time and time again.

Passion and Commitment – Beyond experience and professional skill, each of the attorneys at Beier Howlett is also passionate and dedicated to producing excellent results for the City of Birmingham. We are deeply committed to working collaboratively with the City of Birmingham and all of its stakeholders to protect the City, find solutions to the City's most difficult problems, and ensure the City of Birmingham remains as strong as possible long into the future. Because of our historical knowledge and long-standing commitment to the City, and our passion to serve, we believe we will continue to be the best legal partner for the City of Birmingham.

Long History - Beier Howlett has served its clients in Michigan's tri-county area, across the state and nationally, since the firm's founding in 1903. Our attorneys are committed to the strictest personal and professional ethics as evidenced by the firm's AV rating in the Martindale Hubbell Law Directory. Our attorneys are passionately committed to the needs of our clients and focus on each client's background, circumstances and aspirations with respect to each matter and service provided. Our firm is organized as a professional corporation and currently has 10 attorneys, 4 of whom are shareholders. While Beier Howlett is a full service law firm, specializing in numerous areas, the remainder of this summary will be focused on municipal and other public sector areas.

Clients We Serve - Beier Howlett currently serves as City Attorney for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. We also represent the Birmingham Area Cable Board (BACB), Intergovernmental Cable Communications Authority (ICCA), and the City of Lapeer with respect to cable and telecommunication matters. We represent several school districts, including Dearborn Public Schools, Troy School District, Lincoln Consolidated Schools and Lapeer School District. Our attorneys are experienced in providing legal opinions to municipal clients, and we are proficient in ordinance drafting, contract negotiations, construction law, municipal litigation, prosecution, property tax appeals, zoning and land use matters, historic district law, tax tribunal representation, election procedures, intergovernmental agreements, Brownfield Authorities, Downtown Development Authorities, Principal Shopping Districts, Corridor Improvement Districts, 425 Agreements, FOIA and Open Meetings Act issues, cable television and telecommunications, and labor and employment matters. Our municipal attorneys have substantial experience in attending all types of public meetings (including City Council, City Commission, Planning Commission, Board of Zoning Appeals and Historic District Board) and are familiar with Robert's Rules of Order and the preparation of motions and resolutions to assist the City in conducting its business.

Seasoned Attorneys - Our attorneys have appeared before the United States Supreme Court, Michigan Supreme Court, Michigan Court of Appeals, and Sixth Circuit Court of Appeals, as well as the U.S. District Courts, Michigan Employment Security Commission, the Michigan Department of Civil Rights, the Equal Employment Opportunity Commission, Michigan Employment Relations Commission, the National Labor Relations Board, the Michigan Occupational Safety and Health Administration, the Michigan Public Service Commission, Michigan State Tax Commission and the Michigan Tax Tribunal.

Beier Howlett

ATTORNEYS AND COUNSELORS



Mary M. Kucharek has been practicing law for over 29 year years specializing in municipal law, criminal law, prosecutions, and school law. She is the City Attorney for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. She also concentrates her practice in criminal prosecutions, criminal defense, and victim advocacy. Mary prosecutes ordinance violations for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. Mary is very involved in the community where she lectures yearly at local high schools and community groups regarding laws involving alcohol, drugs, and under-age substance abuse. She also is a frequent speaker to police officers and firefighters regarding changes in the law. She graduated from the University of Detroit with a Bachelor of Science in Nursing and also earned her Juris Doctorate degree from the University of Detroit. Mary has served on the Oakland County Mental Health Authority Board, been an Oakland County Bar Association Inns of Court mentor, and contributed to the District Court Bench-Bar conference. She is a proud member of the **2017 class of "Women in the Law" by Michigan Lawyers Weekly**. Most recently, Mary earned the honor of Notable Women in Business Law by Crain's Detroit Business for 2021.



Nicolas J. Grochowski has been practicing law since 2001 and has devoted his entire career to providing exceptional legal representation to municipalities in Michigan and is uniquely specialized in all facets of municipal law and criminal prosecution. He has served as Assistant City Attorney for 20 years to the City of Madison Heights and for 17 years as prosecutor and Special Counsel to the Township of West Bloomfield. Presently, Nic is the Assistant City Attorney for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. Nic also prosecutes ordinance violations for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. Nic is committed to professionalism, ethics, and collegiality and to providing prompt and trustworthy legal advice on numerous governmental affairs. He is devoted to forging strong community bonds in collaboration with his municipal clients by delivering creative, effective, and economic legal solutions to help support positive growth for Michigan communities.



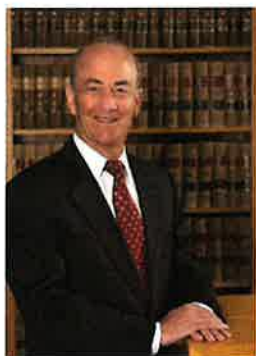
Peter Gojcay concentrates his practice on litigation and advising municipal clients. He represents Fortune 500 companies, municipalities, closely held companies, auto suppliers and individuals in a wide range of issues including litigation, transactional matters and general legal advice. He has successfully represented his clients for more than 15 years. Peter has published articles on litigation issues in several legal publications including the **Michigan Bar Journal** and *Navigating the Legal Waters of International Commerce* which was featured in the **Distinguished Michigan Bar Journal**, March 2011 issue. He has also authored other featured publications including an article addressing employee embezzlement, *An Employer's Worst Nightmare* which is featured in **Corp! Magazine**. He has also held many seminars advising on the Uniform Commercial Code, Attorney/Client Privilege, and Article IX of the UCC. Peter Gojcay was named "**Michigan Rising Star**" by Super Lawyers 2013-2015. Mr. Gojcay resides with his wife and 6 children in Orion Township. He graduated from the University of Detroit Mercy School of Law in 2005 and was admitted to the Michigan Bar the same year.

Beier Howlett

ATTORNEYS AND COUNSELORS



Michael C. Gibbons has been practicing law for over 26 years and concentrates his practice on business and commercial law and litigation. He represents both publicly traded and privately held companies, municipalities, public school districts, and nonprofits in a broad range of business and commercial matters, including labor and employment, business formations, contracts, business owner relations, real estate, corporate governance, complex transactions, and buying and selling businesses. He is also a part of the legal team that represents the City of Birmingham. He has litigated throughout the U.S. in federal and state courts, NLRB, EEOC, MDCR, MERC at the trial and appellate court levels, and in arbitration proceedings, regarding labor and employment issues, purchasing and supply disputes, business break-ups and shareholder/member litigation, trade secret and non-compete litigation, and debtor/creditor disputes. He graduated with an economics degree from the University of Michigan-Dearborn and earned his Juris Doctorate degree from the Detroit College of Law/Michigan State University College of Law. He has also been named a *dbusiness* “**Top Lawyer**” and recognized by **Lawyers of Distinction in Business and Commercial Law**.



Jeffrey K. Haynes concentrates his practice on environmental law and litigation. He represents Fortune 500 companies, municipalities, closely-held companies, the Province of Ontario, citizen groups, and individuals on a wide range of environmental issues, including contaminated sites, brownfields, air pollution, water pollution, riparian rights, land use, and public lands. He has represented clients in environmental litigation, transactions, and compliance and enforcement matters for over 40 years. He argued before the United States Supreme Court in *John R. Sand & Gravel Co. v. United States* (2008). He is a fellow of the American College of Environmental Lawyers, and has been listed in “The Best Lawyers in America” since 1989. He is editor of the [Michigan Environmental Law Deskbook, 2d edition](#), and is author of the chapter on the Michigan Environmental Protection Act. He has published articles on environmental law in several legal publications, has been a speaker at numerous continuing legal education seminars, and was an adjunct lecturer in environmental law at the University of Michigan-Dearborn for nearly 30 years. He was chair of the Environmental Law Section of the State Bar of Michigan in 1987-1988 and was the first chair of the Environmental Law Committee of the Oakland County Bar Association in 1990-1991. He graduated from the University of Michigan with high distinction and received his Juris Doctorate from the University of Michigan, where he served as associate editor of the Journal of Law Reform. He was admitted to the Michigan Bar in 1975.



Don Studt joined Beier Howlett in 2016 as an attorney after 42 years of service with the Birmingham Police Department. He started his law enforcement career in 1974 and was promoted from within the department until he became Chief in 2010. He received his baccalaureate degree from Oakland University and his Juris Doctorate from Wayne State University Law School. He passed the bar in 1983. Don practices municipal and educational law. Since 2016, Don has been assisting with prosecutions for the City of Birmingham and become well versed at the 48th District Court where he continues his law enforcement philosophy while acting in his prosecutorial role for the City. He continues to serve the public in many ways, including with his therapy dog, Sadie, an Airedoodle. Upon retirement, Don’s love for dogs helped in his decision to obtain the education and certification necessary for him to become a therapy dog owner and handler. Don and Sadie can often be found walking around Shain Park with the residents of Baldwin House. The two visit hospitals weekly, brightening the spirits of patients and their families.

Tab 3 – History - Why Beier Howlett is Good for the City of Birmingham

The structure of Beier Howlett has always been one of principal shareholders (referred to as equity partners), non-equity partners, associates, paralegals and assistants. Shareholders are responsible for the management, decision-making and operations of the law firm. Today, there are 4 equity shareholders of the firm: Michael C. Gibbons, Mary M. Kucharek, Peter Gojcaj and Timothy J. Currier. Beier Howlett's demonstrated financial stability is evidenced by the fact that despite 2 World Wars, multiple global wars, the Great Depression, two global pandemics and a myriad of technological changes, Beier Howlett has remained financially secure and strong since its founding in 1903.

The firm operates with essentially no long-term debt. Its compensation arrangements are structured to ensure zealous fiscal responsibility and individual accountability, and its size allows management to be fully apprised of its financial situation at all times.

Beier Howlett's founders, Carl Pelton and Clinton McGee established the firm's long-standing reputation as a leading law firm in southeastern Michigan. Pelton and McGee became law partners in 1903.

Dean Beier joined Pelton & McGee in 1942, but soon after was called for military service. Following Carl Pelton's sudden death in 1943, McGee recruited Harold Howlett to continue the firm's commitment to outstanding service to the business community. William Hartman then joined the firm, and the firm's name was changed to Pelton, McGee, Howlett & Hartman. After Dean Beier (a former Birmingham Commissioner from 1950 to 1956 and Mayor from 1951 to 1953) rejoined the firm and Clinton McGee retired, the firm became Howlett, Hartman & Beier.

Howlett, Hartman & Beier built upon the tradition of excellence established by Pelton & McGee. Dean Beier became a premier municipal and real estate lawyer. Their integrity, professional skill and exemplary public service earned the firm an honored reputation among colleagues and in the community. Each served as President of the Oakland County Bar Association and was a civic leader.

The traditions of commitment to excellence, efficient service to clients, and personal integrity established by Pelton & McGee in 1903 continue as the goals of Beier Howlett. James Howlett joined the firm in 1957 and in 1989 the firm was renamed Beier Howlett, P.C. The firm has grown by adding individual lawyers who are leaders in their fields and by merging with established law firms. Beier Howlett attorneys have continued to serve in positions such as President of the Oakland County Bar Association, officers in sections of the State Bar of Michigan, and directors of civic organizations.

While some of the names and faces have changed over the years, this remains: Beier Howlett is committed to its clients and continues to be well respected in the legal community. Its long-standing relationships with municipal, school district and business clients reflect the valuable resource Beier Howlett is to them.

Organizational Chart

EQUITY PARTNERS:

Michael C. Gibbons, Chief Executive Officer
Peter Gojcaj, Chief Financial Officer
Timothy J. Currier, President
Mary M. Kucharek, Vice President

NON-EQUITY PARTNERS:

Jeffrey K. Haynes
Lee Stevens
Katherine B. Albrecht
Jeff Feikens
Monica Baylis

ASSOCIATES:

Donald Studt
Niccolas Grochowski

OF COUNSEL:

Kenneth J. Sorensen
Barbara Roulo-Stevens
Jane Awdish

Tab 4a – Identifying Beier Howlett

NAME OF FIRM: Beier Howlett, P.C.

ADDRESS AND TELEPHONE NO.: 3001 W. Big Beaver Rd., Ste. #200
Troy, MI 48084
Telephone No.: (248) 645-9400
Fax No.: (248) 645-9344
Website: www.bhlaw.us.com

YEARS AT THIS LOCATION: 5

FIRM CONTACT: Mary M. Kucharek
Telephone Line: (248) 645-9400
Direct Dial: (248) 282-1075
Cell Phone: (248) 933-1371
Facsimile: (248) 645-9344
Email: mkucharek@bhlaw.us.com

FIRM EXISTENCE: Beier Howlett has been practicing for 116 years (est. 1903)

NUMBER OF ATTORNEYS TO PERFORM SERVICES NEEDED BY THE CITY: 6

Tab 4b– Types of Practice or Areas of Concentration:

Beier Howlett is a general practice law firm focusing primarily in municipal, school and local governmental law, labor and employment law, construction law, banking law, business and tax law, civil and criminal litigation and appeals, zoning and land use law, environmental law, family law, accident defense, estate planning, probate and trust administration, medical malpractice and real estate law.

Firm Composition

Attorneys who will be assigned City Matters:

It is our belief that integrity, communication and exceptional legal intellect are the cornerstones for effective client service. To that end, we envision that requests for information or direction for work from the City, Commission, Boards and administration and/or employees would be directed to Mary M. Kucharek. She would evaluate the issue and, if appropriate, involve other qualified attorneys in responding and/or providing the appropriate service for the City. Timothy Currier is also consulted for historical knowledge and reference, to capitalize on his more than thirty years of experience with the City of Birmingham. It is possible that delegation to certain other attorneys for certain types of City projects will occur, if it is in the City's best interest. Peter Gojcaj, Niccolas Grochowski, Donald A. Studt and Michael C. Gibbons would perform most of the delegated work. Jeffrey K. Haynes would handle all environmental and Brownfield matters. As a practical matter, it is Beier Howlett's general practice that all client calls are returned within an hour, but at the latest the same day.

Our Firm's Expertise

General Municipal Knowledge:

Our law firm has represented municipal clients since the 1960s, including, and most notably, the City of Birmingham. We are well-equipped to provide counsel on a wide range of matters including, but certainly not limited to, attending and advising at City Commission, Zoning Board and any of the City's other boards, commissions, or authorities. Our attorneys are adept at drafting general and zoning ordinances. We are able to draft resolutions to facilitate the Commission's ability to act through its motions. Our proficiency in legal research is evidenced by the depth of our legal opinions and is a crucial tool for the City Commission, department heads, and the City Manager. We are skilled in drafting and reviewing any and all City contracts and RFPs and preparing instruments such as deeds, licenses, lease agreements, and the handling of various real estate issues. We conduct seminars for many departments, including the Police and Fire Departments. Our attorneys are comfortable and confident in any courtroom setting, but especially in the 48th District Court where we conduct prosecution matters on behalf of the City.

Freedom of Information Act and Open Meetings Act/Robert's Rules of Order:

The Freedom of Information Act, the Open Meetings Act and Robert's Rules of Order are used by all of our municipal and school district clients. We attend all City Commission/Council meetings for our municipal clients and we are available for all meetings upon request. Today, we have more than 80 years of collective experience advising our governmental clients with respect to the Open Meetings Act, the Freedom of Information Act and Robert's Rules of Order. The attorneys that attend our clients' municipal and Board of Education meetings are well versed in Robert's Rules of Order.

Other Legal Proceedings:

The lawyers at Beier Howlett are very experienced in various other legal proceedings. Our attorneys have appeared before the United States Supreme Court, Michigan Supreme Court, Michigan Court of Appeals, 6th Circuit Court of Appeals, Michigan Public Service Commission, Michigan Tax Commission, and Michigan Tax Tribunal among others. Our attorneys have expertise in contract negotiations, drafting ordinances, construction law, municipal litigation, prosecutions, property tax appeals, zoning and land use matters, historic district law, tax tribunal representation, election procedures, intergovernmental agreements, Brownfield Authorities, Downtown Development Authorities, Principal Shopping District Authorities, Corridor Improvement Authorities, 425 Agreements, labor negotiations, liquor license matters, as well as all forms of labor and employment matters, arbitrations, grievances and fact findings. Beier Howlett attorneys have also represented public bodies in numerous MERC proceedings in the past in representing its school district and local governmental clients, as well as private sector clients.

Contracts Such As Intergovernmental Agreements, Cooperative Services Agreements and Technology:

Beier Howlett has drafted hundreds of contracts and intergovernmental agreements on behalf of our municipal and school clients. The cable boards referenced in this response to the RFQ are the intergovernmental entities of the Birmingham Area Cable Board and the Intergovernmental Cable Communications Authority which operate pursuant to an intergovernmental agreement among several communities. Telecommunications, cable television franchise agreements and the Internet are practice areas that we deal with on a daily basis. We represented the City of Birmingham against Coast to Coast Telecommunications before the Michigan Public Service Commission, developed Telecommunications Safe Harbor Permits and application forms, and the Michigan Telecommunications Act and the METRO Act. We have developed intergovernmental agreements with the county and various cities involving these types of matters.

In addition, we have assisted several municipalities and school districts in preparing cooperative service agreements, with one of the most recent being the Combined Dispatch Services Agreement between the City of Birmingham and the Village of Beverly Hills. We are also working at the present time on an interlocal agreement for the Michigan Indigent Defense Counsel for defendants at the 48th District Court.

Real Estate:

Beier Howlett has vast experience in real estate matters including zoning, planning, historic preservation and other land use issues. We have worked side-by-side with the Building, Engineering and Planning Departments and have a deep understanding of the City of Birmingham's history and nuances regarding real property issues.

Environmental and Brownfield Issues:

Jeffrey K. Haynes represents various clients including municipalities in various environmental and Brownfield issues. He is an esteemed attorney and has argued in front of the Supreme Court. He is well respected in his field, and has received many accolades. He has been intricately involved in resolving many sensitive land issues for the City of Birmingham.

Employment Matters:

Our attorneys frequently represent municipal and private sector clients, and school districts, with respect to civil rights matters and affirmative action. These matters have been before the Federal and State Courts as well as the Equal Employment Opportunity Commission and the Michigan Department of Civil Rights. Michael C. Gibbons handles these matters.

Our attorneys have frequently been called upon to advise clients with respect to employee disciplinary matters, and have successfully and efficiently handled numerous grievance proceedings on disciplinary and discharge matters.

COVID-19:

Mary M. Kucharek has assisted our municipalities extensively with all the constant changing issues surrounding the COVID pandemic and keeping our clients up-to-date with the various Orders so they are in compliance with all laws. Helping the City of Birmingham navigate during these troubled times further demonstrates our relationship with all departments.

Bond Counsel:

Currently, Beier Howlett does not offer bond counsel services to any of its municipal or school district clients, but we work well with bond counsel of Miller Canfield, assuring you receive excellent bond service for the City of Birmingham.

Contract Negotiations and Grievance Resolutions:

The attorneys at Beier Howlett have worked on contract negotiations, including fact finding and binding arbitration with many collective bargaining units both in the public and private sector. They have been involved in the grievance resolution process through all the grievance steps including arbitration.

Wage and Hour, OSHA, Worker's Compensation and Unemployment Compensation:

Our attorneys have appeared before the Michigan Employment Security Commission, Michigan Department of Civil Rights, the Equal Employment Opportunity Commission, the

Michigan Employment Relations Commission, the National Labor Relations Board and the Michigan Occupational Safety and Health Administration with respect to wage and hour disputes, OSHA claims and worker's compensation and unemployment compensation benefits.

Intellectual Property:

Beier Howlett has represented municipal, school, business and individual clients in various intellectual property matters and contractual matters with third party providers. We regularly draft, review and negotiate agreements to protect the intellectual property rights of our clients, and litigate those matters when necessary.

Professional Development for Administration, Staff and Board Members:

The attorneys at Beier Howlett provide professional development training for administration, staff, officers and Board members upon the request of our clients. This includes general information as well as more detailed professional development regarding the numerous current legal issues and challenges for which our clients require counsel. Ms. Kucharek has provided most of these services to the municipal and school district clients.

Information on Training, Newsletters or Other Extra Services and Whether There is a Charge for These Services:

Beier Howlett does maintain a periodic email newsletter to its clients that supplies relevant information regarding timely topics of the day. This is provided at no charge.

Beier Howlett's Reputation

- ❖ For decades, Beier Howlett has maintained the highest rating of "AV" in Martindale Hubbell.
- ❖ Our firm has been named "Best Lawyers, Best Firm" by U.S. News & World Report 2020-2021.

"Beier Howlett, P.C. provides the City with excellent and timely legal advice on all matters related to governmental functions. What a great team of municipal lawyers to have on your side."

*~ Gerry McCallum ~
City of Orchard Lake Village
Director of City Services*

Tab 5 –Qualifications

Beier Howlett as a municipal law firm demonstrates at least 65 years of experience, particularly in the historical development of the City of Birmingham, thereby making us uniquely qualified to perform the legal services for the City. We have enjoyed an outstanding relationship with the past and present department heads and staff of the City of Birmingham. We are in the unique position to provide legal services, understand and appreciate the physicality of the City of Birmingham, its previous and ongoing projects, and the many interesting legal issues that have arisen during the City's history and will undoubtedly continue to arise as the City of Birmingham continues to develop and change.

As demonstrated in the preceding and subsequent sections, the attorneys at Beier Howlett have outstanding qualifications. Please refer to Tab 7 for the detailed resumes of each of our attorneys. We would be remiss in not mentioning the outstanding qualifications of our legal assistants. Our legal assistants have been with us for decades. In fact, the legal assistant for the point-of-contact attorney has worked for the City of Birmingham for 37 years herself. Therefore, the law offices of Beier Howlett are capable to perform all of the legal services that are needed to serve the City of Birmingham, from prosecuting City ordinances, to working with engineering, to assisting DPW to continue to provide services to all the citizens of the City.

Beyond the experience and professional skills of the attorneys at Beier Howlett, each attorney also has a deep passion and commitment to the City of Birmingham. We have been supportive of many Birmingham fundraisers, including those for fallen police officers and firefighters. We have proudly supported the PSD at their fundraisers and shopping at their special events. We have volunteered during the Woodward Dream Cruise and have eagerly participated in many community events. Because of our deeply rooted commitment to work collaboratively with the City and all of its stakeholders, we look forward to keeping the City of Birmingham as strong and resilient as possible, and to find solutions to its most difficult problems. With our historical knowledge of the City, and our long-standing commitment, we are certain we will continue to be the best legal partner for the City of Birmingham.

Tab 5a – Qualifications/Conflicts

Beier Howlett currently serves as City Attorney for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion. We also represent the Birmingham Area Cable Board (BACB), Intergovernmental Cable Communications Authority (ICCA), and the City of Lapeer with respect to cable and telecommunication matters. Additionally, we represent several school districts on general and employment matters, including Dearborn Public Schools, Troy School District, Lincoln Consolidated Schools and Lapeer School District. Our attorneys are experienced in providing legal opinions to municipal clients, and we are proficient in ordinance drafting, contract negotiations, construction law, municipal litigation, prosecution, property tax appeals, zoning and land use matters, historic district law, tax tribunal representation, election procedures, inter-governmental agreements, Brownfield Authorities, Downtown Development Authorities, Principal Shopping Districts, Corridor Improvement Districts, 425 Agreements, FOIA and Open Meetings Act issues, cable television and telecommunications, and labor negotiations and tenure matters. Our municipal attorneys have substantial experience in attending all types of public meetings (including City Council, City Commission, Planning Commission, Board of Zoning Appeals and Historic District Board) and are familiar with Robert's Rules of Order and the preparation of motions and resolutions to assist the City in conducting its business.

Beier Howlett does not currently represent any client where we believe our representation would conflict with our ability to serve the City of Birmingham, nor has the firm represented any such client at any time in the past.

Beier Howlett does not and has not represented any real estate developers doing business with the City of Birmingham nor any who anticipates doing business with the City of Birmingham.

If we believe there is a potential conflict of interest, our attorneys will, at the first notion, seek from the Ethics Board of the City of Birmingham an ethics opinion to determine whether a conflict exists. We believe our team's strong ethics and commitment to integrity makes ours a respected law firm.

To ensure we are proactive, we continually work to identify any potential conflicts of interest by utilizing a billing software program to search for conflicts. When new cases arise, we contact each member of our firm as to any potential conflicts.

We believe Beier Howlett has no adverse interest to the City of Birmingham.

Tab 5b – Statement of Qualifications and Experience

Our attorneys are experienced in reviewing, drafting and amending ordinances, and we are proficient in advising our clients regarding:

- Drafting, amending ordinances;
- Contract negotiations;
- Construction law;
- Municipal litigation;
- Municipal Prosecutions;
- FOIA and Open Meetings Act issues;
- Property tax appeals;
- Zoning and land use matters;
- Historic district law;
- Tax tribunal representation;
- Election procedures;
- Inter-governmental agreements;
- Brownfield Authorities;
- Downtown Development Authorities;
- Principal Shopping Districts;
- Corridor Improvement Districts;
- 425 Agreements;
- Cable television and telecommunications;
- Labor negotiations;
- Liquor License Matters;
- Tenure matters;
- Library matters; and,
- Cemetery laws.

Ms. Kucharek has worked with the City of Orchard Lake Village in the recodification of its ordinances.

Our municipal attorneys have substantial experience in attending all types of public meetings (including City Commission, Planning Commission, Board of Zoning Appeals and Historic District Board) and are familiar with Robert's Rules of Order and the preparation of motions and resolutions to assist council in conducting its business.

Labor Law Experience

Our attorneys are experienced in various facets of labor law including, but not limited to:

- Labor Negotiations;
- Tenure Matters;
- Labor & Employment Grievances;
- FMLA and State Leave Law requirements and interrelationship between FMLA, ADA and Worker's Compensation;
- COBRA;
- ERISA;
- Worker's Compensation;
- Employment law;
- Unemployment Insurance appeals;
- Unemployment litigation;
- Unfair Labor practice;
- Civil Rights Claims;
- Grievance Arbitrations
- Public sector employment relations law (including state and federal wage and hour FLSA law)
- Fair Employment laws and regulations;
- HIPAA;
- Employee/Employer relationship from hiring to termination;
- Personnel policy and testing requirements;
- State/federal EEO issues;
- Whistleblower Complaints;

- Contract negotiations;
- Wage/Hour issues;
- State and local drug testing requirements;
- Mediation and interest arbitrations;
- Pension;
- OPEB and health insurance plan policies;
- Affordable Care Act;
- Internal Investigations;
- Separation Agreements and other employment agreements;
- Employee health and welfare benefits.

Real Estate Law

- Municipal Acquisition of Property;
- Purchases & Sales;
- Leases;
- Easements;
- Construction Contracts; and
- Building Code;
- Construction Litigation.

Court Experience of Attorneys Assigned To City Matters

Our attorneys have appeared before:

- District Courts;
- Circuit Courts;
- United States Supreme Court;
- Michigan Supreme Court;
- Michigan Court of Appeals;
- Sixth Circuit Court of Appeals;
- Michigan Employment Security Commission;
- Michigan Department of Civil Rights; and,
- Equal Employment Opportunity Commission.
- Michigan Employment Relations Commission;
- National Labor Relations Board;
- Michigan Occupational Safety and Health Administration;
- Teacher Tenure Commission;
- Michigan Public Service Commission;
- Michigan State Tax Commission; and,
- Michigan Tax Tribunal.

Tab 5b1 – Certificates of Members in Good Standing with the Michigan State Bar - Please see attachments

State Bar of Michigan

Certificate of Good Standing

This certifies that Mary M. Kucharek, P46870 of Troy, Michigan is an active member of the State Bar of Michigan in good standing.

He/She was admitted to practice in Michigan on November 10, 1992 in Oakland County and became a member of the State Bar of Michigan on November 12, 1992.



A handwritten signature in cursive script, reading "Janet K. Welch".

Janet K. Welch, Executive Director
July 13, 2021

State Bar of Michigan

Certificate of Good Standing

This certifies that Niccolas J. Grochowski, P63188 of Troy, Michigan is an active member of the State Bar of Michigan in good standing.

He/She was admitted to practice in Michigan on November 19, 2001 in Wayne County and became a member of the State Bar of Michigan on November 26, 2001.



A handwritten signature in black ink, reading "Janet K. Welch", written over a horizontal line.

Janet K. Welch, Executive Director
July 13, 2021

State Bar of Michigan

Certificate of Good Standing

This certifies that Peter Gojcaj, P68888 of Troy, Michigan is an active member of the State Bar of Michigan in good standing.

He/She was admitted to practice in Michigan on November 23, 2005 in Wayne County and became a member of the State Bar of Michigan on December 05, 2005.



A handwritten signature in cursive script, reading "Janet K. Welch".

Janet K. Welch, Executive Director
July 13, 2021

State Bar of Michigan

Certificate of Good Standing

This certifies that Michael C. Gibbons, P51304 of Troy, Michigan is an active member of the State Bar of Michigan in good standing.

He/She was admitted to practice in Michigan on November 16, 1994 in Oakland County and became a member of the State Bar of Michigan on November 19, 1994.



A handwritten signature in black ink, appearing to read "Janet K. Welch", written over a horizontal line.

Janet K. Welch, Executive Director
July 13, 2021

State Bar of Michigan

Certificate of Good Standing

This certifies that Jeffrey K. Haynes, P25140 of Troy, Michigan is an active member of the State Bar of Michigan in good standing.

He/She was admitted to practice in Michigan on October 14, 1975 in Ingham County and became a member of the State Bar of Michigan on October 14, 1975.



A handwritten signature in cursive script, reading "Janet K. Welch".

Janet K. Welch, Executive Director
July 13, 2021

Tab 5b2 – Admitted to Practice to U.S. District Court

Every attorney that will be assigned to perform municipal law work on behalf of the City of Birmingham have been admitted to practice in the Eastern District of the Federal District Court of Michigan.

Tab 5c – Summary of Major Cases in the Past Five (5) Years

In re Anglers of the Au Sable, NPDES No. M10059209 (16-day administrative hearing, Michigan Department of Environmental Quality), 2016

Anglers of the Au Sable v Harrietta Hills Trout Farm, Crawford County Circuit Court, Case No. 17-10016 CE, Honorable George J. Mertz, 2017-2018, an action to enjoin operation of trout-rearing operation that polluted the Au Sable River, settled favorably for client.

Knight Enterprises v IPK Management, Macomb County Circuit Court, Case No. 18-004142-CE, Honorable Edward A. Servitto, Jr., - 2018-2019, obtained stipulated judgment allowing access for environmental testing on property adjacent to contaminated site.

Darakjian v City of Birmingham, et al U.S. District Court, Eastern District of Michigan, Case No.: 2:19-cv-10277; Honorable Victoria A. Roberts; 2019, claim of discrimination concerning selection of developer for city parking deck, city's motion to dismiss granted, attorney fees obtained for city from plaintiff.

Schneider v City of Birmingham, U.S. District Court, Eastern District of Michigan, Case No.: 2:19-cv-12212, Honorable Victoria A. Roberts, 2019-2020, claim for violation of cemetery rules, city's motion to dismiss granted, attorney fees obtained for city from plaintiff

Rizik v City of Birmingham, Oakland County Circuit Court Case No.: 180810-CH, Honorable Leo Bowman, 2020, claim of wrongful enforcement of COVID-19 executive orders, preliminary injunction denied, claim voluntarily dismissed with prejudice.

Aaron Batchelder v Echelon Homes, Oakland County Circuit Court Case No. 17-160326-NO. Peter Gojcay successfully defended a 2 week jury trial in which the Plaintiff was seeking in excess of \$3,000,000. The jury issued a no cause verdict. The case involved a complex construction accident defense including MIOSHA Rules and Regulations, Common Work Area Doctrine, premises liability and the open and obvious defense.

Katherine Khoury v Michigan Department of Transportation; Michigan Court of Appeals Case No. 340286; Michigan Supreme Court Case No. 158935. Peter Gojcay has also successfully defended Plaintiff automobile accident cases in which Plaintiff filed against the Michigan Department of Transportation. These claims were successfully defended by Mr. Gojcay, including up to the Court of Appeals and Michigan Supreme Court. The lower court was the Court of Claims Case No.: 16-000231-MD.

Hilary Richter v City of Birmingham, Oakland County Circuit Court Case No.: 2018-170423-NO, Honorable Rae Lee Chabot. Mr. Gojcay obtained stellar results in this case in which Plaintiff sought damages for a slip and fall on a roadway. The lower court granted the City's Motion for Summary Disposition.

Peter Gojcay has also obtained excellent settlement results in cases where the Birmingham Police Department was allegedly liable for automobile accidents.

Tab 5d – Other Experience

We are proud to bring to your attention the relevant experience and unique attributes Beier Howlett attorneys can offer the City of Birmingham. All of our attorneys engage in the Oakland County Bar Association activities and continuing education. We are encouraged to participate in the Institute for Continuing Legal Education (ICLE) seminars. The firm also subscribes to Lawyers Weekly and Crain's publications and receives periodic training on legal research. Beier Howlett maintains an extensive law library with regular updates on relevant topics of law, as well as staying current with the latest technological advances to streamline office functions.

Mary Kucharek takes great time and effort to know her clients on a very deep level. Probably her proudest moment is when her clients offered statements which, as a result, named her a Crain's Most Notable Women in Business Law.

"As a Board Member of our Oakland Community Health Network (OCHN), which provides services & supports to 27,000 persons in Oakland County who are developmentally disabled, suffer from Substance use, mental illness, or children with severe emotional disturbances or autism, Mary has worked tirelessly, with exceptional energy, in helping us evolve how we provide our services and in how we work with the various court, the guardians, the jails, and in introducing and driving evolutionary change in how we collaborate to better coordinate services to help these people we all serve with the intent to improve effectiveness and reduce recidivism. She really is amazing."

~ Jonathan Landsman, Board Chairman ~
Oakland Community Health Network

"Mary has an incredible depth of knowledge, always ready with valuable resources needed for efficient and effective deliberation. She is the epitome of the "caring Lawyer", with a professional and intelligent style, a sharp wit, and a confident presence so critical to a body of decision makers."

~ Ken Van Portfliet ~

Nic Grochowski was a police officer and then a court bailiff before becoming a lawyer. Nic has a unique perspective of a police officer as he works to defend victims and police officers in prosecution matters. He has had twenty years' experience in the courtroom and in advising municipal clients, which has resulted in his proficiency in all areas of zoning, meeting laws, and contract work.

Peter Gojcay's experience in litigation for the City of Birmingham makes him uniquely positioned to know all the players and has successfully defended and advised the City regarding numerous torts that have occurred throughout the years. Peter also is very familiar with the Tax Tribunal work and has created a great working relationship with the Oakland County taxing authorities, thereby helping Birmingham to be in the best position possible when dealing with tax appellate actions.

Mike Gibbons is extremely experienced in commercial transactions which the City engages in every day. Commercial issues come up like warranty breaches, required notices, cure rights, exculpatory contract provisions, just to name a few. Mike's work in the private sector, especially in knowing different labor issues, definitely positions him to advise the City of all business and commercial transactions.

Jeff Haynes has unique environmental law knowledge and experience like no other. Working as a professor at U of M Dearborn and contributing to many environmental law books used widely by other attorneys, empowers Jeff to be one of the greatest foremost environmental attorneys in the state, if not the country. Jeff has argued before the United States Supreme Court and has used his abilities to obtain favorable outcomes for many of Birmingham's legal battles.

Tab 6 - Client References

City of Orchard Lake Village

3955 Orchard Lake Rd., Orchard Lake, MI, 48323
(248) 682-2400

Mr. Gerry McCallum, Director of City Services
Email: DCS@CityofOrchardLake.com

Police Chief William Nicholson
Email: policechief@cityoforchardlake.com

Contract Start Date & Duration: 2011 to present
Type of contract: Full municipal legal services
Role in representation: City Attorney

Village of Lake Orion

21 E. Church St., Lake Orion, MI 48362
(248) 693-8923

Mr. Joe Young, Village Manager
Email: youngj@lakeorion.org

Police Chief Harold Rossman
Email: rossmanh@lakeorionpolice.org

Contract Start Date & Duration: 2016 to present
Type of contract: Full municipal legal services
Role in representation: City Attorney

Dearborn Public Schools

18700 Audette St., Dearborn, MI 48124
(313) 827-3021

Dr. Glenn Maleyko, Superintendent
Email: maleykg@dearbornschools.org

Contract Start Date & Duration: 2003 to present
Type of contract: Full school legal services
Role in representation: General Counsel and Labor Counsel

Birmingham Area Cable Board

528 Pilgrim, Birmingham, MI 48009
(248) 225-9903

Ms. Elaine McLain, Chairman
Email: ekmclain@gmail.com

Contract Start Date & Duration: 2000 to Present
Type and size of contract: Full cable television and telecommunication law representation
Role in representation: General Counsel to the Board

ICCA-Intergovernmental Cable Communications Authority

500 W. Big Beaver Road, Troy, MI 48084
(248) 524-1147

Ms. Cindy Stewart, Community Affairs, City of Troy
Email: StewartCA@ci.troy.mi.us

Contract Start Date & Duration: 2005 to present
Type and size of contract: Full cable television and telecommunication law representation
Role in representation: General Counsel

Bloomfield Village Association

3595 Bradway Boulevard, Bloomfield Village, MI 48301
(248) 594-8376

Ms. Cathy Weissenborn, Village Manager
Email: villagemanager@bloomfieldvillage.net

Contract Start Date & Duration: 2012 to present
Type and size of contract: Full association legal services
Role in representation: Legal Counsel

Additional references available upon request.

Tab 7 – Outstanding Organizational & Staffing Plan to Serve the City of Birmingham

Legal matters rarely touch one aspect of the law, and the City of Birmingham's needs have evolved and will continue to do so into the future. Our organization is strong and superbly qualified because of our personnel. Therefore, we have the unique ability to provide the City of Birmingham with a true depth of historical knowledge of the City and the current skills and experience to focus our practice on the needs of the City. Our integrated team is prepared to handle the complex matters that involve multiple genres of law at once.

Our commitment to client service is our number 1 goal, and in doing so, we propose the following attorney team:

Proposed Attorney Team

Primary contact: Mary M. Kucharek, Lead Counsel
Current Responsibilities: City Attorney, City of Birmingham which includes a wide range of municipal expertise such as general matters, FOIA, OMA, land use, construction and telecommunications, and various matters for the Village of Lake Orion and City of Orchard Lake Village.
*Expected Percentage of Time: 80%
*Expected Percentage of Time for Prosecutions: 10%

Other Attorneys: Peter Gojcaj, FOIA, OMA, litigation, personal injury issues representing municipal clients, Tax Tribunal work, ZBA litigation.
Expected Percentage of time: 10%

Niccolas Grochowski-Prosecutions
*Expected Percentage of Time: 85%

Jeffrey K. Haynes – Environmental/Brownfield
*Expected Percentage of Time: 5%

Michael C. Gibbons – Labor
*Expected Percentage of Time: 5%

Don Studt – Prosecutions
*Expected Percentage of Time: 5%

*These percentages may vary as the needs of the City of Birmingham evolve.

Paralegals and Support Staff

Beier Howlett has three Legal Assistant/Paralegals, two of whom are affiliate members of the State Bar of Michigan – Paralegal/Legal Assistants Section who can assist the City in general municipal matters and litigation including, but not limited to maintaining court dockets, drafting and amending ordinances, warrants and complaints, legal research, drafting letters, reports, memoranda, pleadings, and various real estate documents.

Beier Howlett also has an experienced support staff as well as other partners and associates who complement our attorneys in providing legal services to our clients. The firm has an extensive library that includes State and Federal materials as well as online researching capabilities including, but not limited to the proficient use of LEXIS, Institute of Continuing Legal Education and various periodicals.

Beier Howlett is quick to respond to our municipalities through memoranda or reports addressing new laws, bills, or concerns our clients may have.

Tab 7a – Please see attached Resumes

Beier Howlett

ATTORNEYS AND COUNSELORS

MARY M. KUCHARÉK

Shareholder
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 645-9400 F: (248) 282-1095
E: mkucharek@bhlaw.us.com



PROFESSIONAL EXPERIENCE

- | | |
|--|----------------------|
| Beier Howlett, P.C.- Troy, Michigan
<i>Shareholder, 2021-present</i>
<i>Partner, 2012-2020</i>
<i>Associate, 1997-2012</i> <ul style="list-style-type: none">• City of Birmingham, City Attorney: 2021-present• City of Orchard Lake Village, City Attorney: 2011-present• Village of Lake Orion, Village Attorney: 2016-present• Prosecutes ordinance violations for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion.• Duties as prosecuting attorney include defending the City ordinances, jury trials and amending, and drafting new ordinances. | 1997- present |
| Law Office of Mary Kucharek- Royal Oak, Michigan
<i>Solo Practitioner</i> <ul style="list-style-type: none">• Practice focused on the area of criminal defense, representing clients through all facets of the criminal process (misdemeanors, felonies, OUIL, license restoration etc.). | 1994-1997 |
| Medical Legal Consulting- Royal Oak, Michigan
<i>Medical Consultant</i> <ul style="list-style-type: none">• Reviewed and summarized records in medical malpractice and personal injury cases (both plaintiff and defense).• Provided detailed research and medical background for particular medical conditions• Provided analysis of the liability picture for clients. | 1994-1997 |
| Oakland County- Pontiac, Michigan
<i>Assistant Prosecuting Attorney</i> <ul style="list-style-type: none">• Duties consisted of the prosecution of misdemeanor and felony cases in Oakland County District Court, including bench and jury trials, felony exams, plea bargains, sentencing's, etc. | 1992-1994 |

Beier Howlett

ATTORNEYS AND COUNSELORS

Macomb Hospital

1985-1997

Registered Nurse

- Patient care in a variety of clinical settings, including medical/surgical and rehab, among others.

EDUCATION

University of Detroit- Detroit, Michigan <i>Juris Doctor, Cum Laude</i>	1992
University of Detroit- Detroit, Michigan <i>Bachelors of Science in Nursing, Summa Cum Laude</i>	1989
Macomb Community College- Clinton Township, Michigan <i>Associates Degree in Nursing, Magna Cum Laude</i>	1985

ADMITTED TO PRACTICE

- Michigan- 1992
- U.S. District Court- 2020

ACCOMPLISHMENTS

- City Attorney for the City of Birmingham
- City Attorney for the City of Orchard Lake Village
- Village Attorney for the Village of Lake Orion
- Named to 2021 "Notable Women in the Law" by Crain's Detroit Business
- Member of the 2017 Class of 'Women in the Law' by Michigan Lawyers Weekly
- Jerome P. Cavanaugh Academic Scholarship (University of Detroit Law School)
- Order of the Barristers (University of Detroit Law School)
- First in Class University of Detroit Nursing School

COMMUNITY ACTIVITIES

- Oakland County Mental Health Authority-Board Member
- Moot Court Board-Past President
- Local community support
- Active in personal church community
- Active member in various school clubs in community
- Oakland County Bar Association Inns of Court Mentor
- State Bar of Michigan
- Oakland County Bar Association
- District Court Bench-Bar Conference

SEMINARS

- Lecture at local high schools regarding laws involving alcohol, drugs, and minors.
- Frequent speaker to community groups relating to under-age substance abuse.

Nicolas J. Grochowski

Associate
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 282-1074 F: (248) 645-9344
E: ngrochowski@bhlaw.us.com



PROFESSIONAL EXPERIENCE

Beier Howlett, P.C.- Troy, Michigan

2021- present

Associate

- Assistant City Attorney for the City of Birmingham, City of Orchard Lake Village and the Village of Lake Orion
- Prosecutes ordinance violations for the City of Birmingham, the City of Orchard Lake Village, and the Village of Lake Orion.
- Duties as prosecuting attorney include defending the City ordinances, jury trials and amending, and drafting new ordinances.
- Assist City Attorney in providing timely, consistent and accurate legal advice on all legal issues related to City matters.

Sherman & Sherman P.C.- Farmington Hills, MI

2002-2021

Associate

- Chief Prosecuting Official for all Madison Heights criminal cases and Assistant City Attorney.
- Prosecuting Official and Special Legal Counsel for the Township of West Bloomfield.
- Perform special legal municipal representation on an ad hoc basis for many local governments such as West Bloomfield, Hazel Park, River Rouge and White Lake Township.
- Responsible for creating training materials, conducting training programs and implementing compliance programs regarding numerous areas of criminal, municipal, administrative and public law on a diverse number of issues for local governments.
- Legal advisor to City Council, City Manager, Police, Fire and City Department Heads and Staff providing prompt and trustworthy legal advice on numerous governmental affairs such as constitutional issues, liability, risk management, zoning, land use planning, OMA, FOIA, HIPAA, legislation, and many other related municipal law concerns.

City of Livonia-16th District Court- Livonia, Michigan

1997-2002

Court Officer/Law Clerk

- Conducted legal research, wrote opinions and memoranda for Judges on broad range of criminal, traffic, court operations and civil legal issues.

Beier Howlett

ATTORNEYS AND COUNSELORS

- Provided general assistance to the Judges and Court as a deputized court officer by ensuring and maintaining courtroom security, securing and transporting prisoners and other related law enforcement tasks for the Court

Michigan Court of Appeals-Detroit, Michigan **1996-1997**

- Performed legal research and drafted memoranda for Judges.
- Reviewed files for sufficiency of pleadings under the Court Rules and drafted correspondence regarding corrections.
- Received, reviewed and filed lower court records.
- Coordinated and administered extensive law library.

**36th District Court and
8th District Court** **1996-1997**
Undergraduate Judicial Intern

EDUCATION

University of Detroit- Detroit, Michigan **1998**
Juris Doctor

Western Michigan University- Kalamazoo, MI **1995**
Bachelor of Arts

ADMITTED TO PRACTICE

- Michigan- 2001

ACCOMPLISHMENTS

- Assistant City Attorney for the City of Birmingham
- Assistant City Attorney for City of Orchard Lake Village
- Assistant City Attorney for the Village of Lake Orion
- Former Assistant City Attorney and Prosecutor for the City of Madison Heights
- Former Prosecuting Attorney for West Bloomfield

COMMUNITY ACTIVITIES

- Oakland County Bar Association
- State Bar of Michigan
- Federal Bar Association
- National Criminal Justice Society

Beier Howlett

ATTORNEYS AND COUNSELORS

PETER GOJCAJ

Shareholder
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 282-1063 F: (248) 645-9344
E: pgojcaj@bhlaw.us.com



PROFESSIONAL EXPERIENCE

Beier Howlett, P.C.- Troy, Michigan

2007- present

Shareholder, 2020-Present

Partner, 2015- 2019

Attorney, 2007-2015

- Extensive trial experience, including jury trials, bench trials, and arbitrations.
- Assistant City Attorney for the City of Birmingham.
- Main practice areas include construction accident litigation, zoning appeals, personal injury defense concerning municipalities, defense of medical malpractice action, commercial litigation, business formation, shareholder/member rights, corporate law, Uniform Commercial Code, creditors' rights, and school law.

Simon, Galasso and Frantz, PLC- Troy, Michigan

2006-2007

Attorney

- Trial experience.
- Main practice areas creditors' rights, banking litigation, commercial litigation, finance, real estate, mergers and acquisitions, business break-ups/shareholder disputes, Uniform Commercial Code (UCC), construction lien act and foreclosures, Lemon Law, Michigan Builders Trust Fund Act, FDCPA compliance and replevin actions.

Beading Legal Group, P.C.- Mount Clemens, Michigan

2003-2005

Law Clerk

- Prepared and attended various motions and hearings, including, but not limited to, the following: summary disposition/judgment, motions to compel discovery requests, motions for reconsideration, motions for possession pending, contracts, landlord-tenant leases, forbearance agreements, settlement conference, case evaluation, creditor's examinations, and depositions relating to bank litigation and commercial litigation
- Main practice areas included creditor's rights, banking litigation, commercial litigation, Uniform Commercial Code (UCC), construction lien act and foreclosures, Lemon Law, Michigan Builders Trust Fund Act, FDCPA compliance and replevin actions.
- Managed over 150 cases relating to commercial litigation and collection matters.

Beier Howlett

ATTORNEYS AND COUNSELORS

Sterling Bank and Trust, FSB- Southfield, Michigan **2000-2003**
Financial Analyst- Bond Investment

- Prepared monthly financial statements.
- Produced footnotes for year-end financial statements.
- Prepared summaries, analysis, memoranda for financial statements, which were distributed to the Board.

Spirit Airlines- Eastpointe, Michigan; Miramar, Florida **1996-2000**
Senior Financial Analyst

- Produced financial statements and footnotes for financial statements.
- Prepared summaries, analysis, and memoranda regarding aircraft maintenance, and provided recommendations.

EDUCATION

University of Detroit Mercy School of Law- Detroit, Michigan **May 2005**
Juris Doctor

Wayne State University- Detroit, Michigan **May 1996**
Bachelors of Science in Accounting

ADMITTED TO PRACTICE

- Michigan- 2005
- United States District Court, Eastern District Court of Michigan- 2006
- United States District Court, Western District Court of Michigan- 2006
- United States Bankruptcy Court, Eastern District Court of Michigan- 2006

ACTIVITIES & ACCOMPLISHMENTS

- Assistant City Attorney for the City of Birmingham.
- Named "Michigan Rising Star" by Super Lawyers, 2013-2015
- Fluent in Albanian
- Publications:
 - Co-Author of *Navigating the Legal Waters of International Commerce*-Michigan Bar Journal, March 2011
 - Critical Steps to Take After Discovering an Embezzlement- HR and Employment Law News, September 2010
 - An Employer's Worst Nightmare: Discovering an Embezzlement- Corp! Magazine, April 2010

COMMUNITY ACTIVITIES

- State Bar of Michigan
- Oakland County Bar Association
- Albanian American Bar Association of Michigan
- Michigan Counsel of School Attorneys
- Knights of Columbus, Ate Gjergj Fishta Chapter- Member, Board & Financial Secretary
- St. Thomas More Law Society- Member

SEMINARS & SPEAKING ENGAGEMENTS

- Terms & Conditions: Facing Automotive Suppliers Post Great Recession, May 2012
- Security Interests in Collateral & Goods
- Attorney-Client Privilege
- Selecting a Legal Attorney Which Best Suits Your Needs

Beier Howlett

ATTORNEYS AND COUNSELORS

MICHAEL C. GIBBONS

Shareholder
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 282-1069 F: (248) 645-9344
E: mgibbons@bhlaw.us.com



PROFESSIONAL EXPERIENCE

- Beier Howlett, P.C.- Troy, Michigan** **1994- present**
Shareholder, January 2006-present
Partner, 2001-2005
Associate, 1994-2000
- Diverse experience in business and commercial law and litigation, including extensive labor and employment law experience.
 - Represents public and private sector clients ranging in size from small, closely held businesses to large, multi-national corporations, as well as school districts and municipalities.
 - Significant civil litigation experience in all dispute resolution forums, including state and federal courts (trial and appellate), NLRB, MERC, EEOC, MDCR, as well as private arbitration and mediation.
 - Practice involves a wide range of matters including business formation, business and commercial transactions, corporate law, and employment law.
 - Prepare and help implement policies and procedures to comply with applicable laws and reduce likelihood of claims.
 - Conduct numerous workplace investigations and serve as an expert defense witness in employment discrimination claims.

EDUCATION

- Detroit College of Law (Now Michigan State University College of Law) - Detroit, Michigan** **1994**
Juris Doctor
- University of Michigan- Ann Arbor, Michigan** **1989**
Bachelor of Arts- Economics

Beier Howlett

ATTORNEYS AND COUNSELORS

ADMITTED TO PRACTICE

- Michigan Bar- 1994
- U.S. Court of Appeals, 6th Circuit- 2004
- U.S. District Court, Eastern District of Michigan- 1994
- U.S. District Court, Western District of Michigan- 2002
- U.S. District Court, Eastern District of Wisconsin- 2007
- U. S. District Court, Northern District of Illinois- 2010

ACCOMPLISHMENTS

- Named Top Lawyer, *dbusiness Magazine*
- Publications:
 - Co-Author of *Navigating the Legal Waters of International Commerce*-Michigan Bar Journal, March 2011

COMMUNITY ACTIVITIES

- State Bar of Michigan
- Oakland County Bar Association
- Oakland County Bar Association Fellows Program
- Incorporated Society of Irish American Lawyers
- Michigan Counsel of School Attorneys
- Catholic Central Lawyers Alumni Association-Member

Beier Howlett

ATTORNEYS AND COUNSELORS

JEFFREY K. HAYNES

Partner
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 282-1070 F: (248) 645-9344
E: jhaynes@bhlaw.us.com



PROFESSIONAL EXPERIENCE

- Beier Howlett, P.C.- Troy, Michigan** **2000- present**
- Practice is concentrated in environmental litigation, environmental law, municipal, criminal, appellate, and general civil practice.
 - Represents Fortune 500 companies, municipalities, closely-held companies, foreign governments, citizen groups, and individuals in a wide range of environmental issues including riparian rights, air pollution, water pollution, land use, criminal defense, and public lands.
- Rentrop, VanderKloot, Haynes & Morrison- Bloomfield Hills, Michigan** **1992-2000**
- Practice was concentrated in environmental litigation, environmental law, appellate, and general civil practice.
- VanderKloot & Haynes, P.C.- Bloomfield Hills, Michigan** **1983-1992**
- Practice was concentrated in environmental litigation, commercial litigation, real estate, probate, appellate, and general civil practice.
- Siudara, Rentrop & Martin- Bloomfield Hills, Michigan** **1979-1983**
- General practice with emphasis on municipal, environmental, plaintiff personal injury, and labor law.
- Karaganis & Gail, Ltd.- Chicago, Illinois** **1977-1979**
- Complex federal environmental litigation, negligence and products liability defense litigation, commercial, and corporate law.
- Environmental Law Reporter- Washington, D.C.** **1976-1977**
Associate Editor
- State of Michigan, Municipal Affairs and Social Services Division** **1975**
Assistant Attorney General

Beier Howlett

ATTORNEYS AND COUNSELORS

EDUCATION

- The University of Michigan Law School-** Ann Arbor, Michigan **1975**
Juris Doctor
Associate Editor, *University of Michigan Journal of Law Reform*
- The University of Michigan-** Ann Arbor, Michigan **1972**
Bachelor of Arts, with high distinction

ADMITTED TO PRACTICE

- Michigan- 1975
- Illinois- 1978-2019
- District of Columbia- 1979-2019
- U.S. Supreme Court- 1979
- U.S. Sixth Circuit Court of Appeals- 1988
- U.S. Seventh Circuit Court of Appeals- 1977
- U.S. Federal Circuit Court of Appeals- 2004
- U.S. Eastern District of Michigan- 1986
- U.S. Western District of Michigan- 1997
- U.S. Northern District of Illinois- 1978
- U.S. Court of Federal Claims- 1997

ACCOMPLISHMENTS

- Fellow, American College of Environmental Lawyers, 2013-present
- The Best Lawyers in America (29 consecutive years)
- Michigan Super Lawyer, 2007, 2012-present
- Who's Who in American Law, 2008-present
- Who's Who in America, 2010-present
- Michigan Department of Natural Resources and Environment, Environmental Advisory Council, 2007-2010
- State Bar of Michigan, Environmental Law Section, Distinguished Service Award, 1996
- Publications:
 - Editor, *Michigan Environmental Law Deskbook*; (1st edition, 1992, 2nd edition, 2010)

COMMUNITY ACTIVITIES

- State Bar of Michigan
- Oakland County Bar Association
- Michigan State Bar Foundation- Fellow
- Kiwanis Club of Royal Oak
- Adjunct lecturer in environmental law, University of Michigan Dearborn, 1987-2016
- Kirk in the Hills Presbyterian Church-Elder, 2012-2015; Chancel Choir

Beier Howlett

ATTORNEYS AND COUNSELORS

Don Studt

Associate
3001 West Big Beaver Road
Suite 200
Troy, MI 48084

T: (248) 282-1070 F: (248) 645-9344
E: dstudt@bhlaw.us.com



PROFESSIONAL EXPERIENCE

Beier Howlett, P.C.- Troy, Michigan	2016- present
<ul style="list-style-type: none">• Practice is concentrated in education and municipal law.• Assists with prosecutions for the City of Birmingham	
Chief of Police – Birmingham, Michigan	2010-2016
Detective / Police Officer, Birmingham PD – Birmingham, Michigan	1974-2010

EDUCATION

Wayne State University Law School - Detroit, Michigan <i>Juris Doctor</i>	1983
Oakland University – Rochester, Michigan <i>Bachelor of Arts</i>	1980

ADMITTED TO PRACTICE

- Michigan- 1983

ACCOMPLISHMENTS

- Police Chief- City of Birmingham
- Detective, Police Officer- City of Birmingham
- Professor, Management, Oakland Community College
- Professor, Eastern Michigan University

COMMUNITY ACTIVITIES

- Baldwin House volunteer
- Visiting hospitals with therapy dog, Sadie
- Therapy dog training and activities

Tab 7b – Attorneys in Good Standing with Michigan State Bar

As evidenced by the Certificates of Good Standing in 5b1 all attorneys are in good standing and have been in good standing their entire careers.

TAB 7c – Principal Attorney, Mary M. Kucharek – Years of Practice

Mary M. Kucharek, the principal attorney serving the City of Birmingham as lead counsel has practiced in the State of Michigan since 1992.

Tab 7d - Approval of City Manager of Key Personnel Replacements

From time to time, the offices of Beier Howlett hires new staff to become part of the Beier Howlett team. We pride ourselves in only hiring personnel with superior experience. We are committed to the City of Birmingham in our partnership and, therefore, if any time there is a substitution of any of the attorneys presented in this proposal, the proposed attorney will be presented to the City Manager. The City Manager will have an opportunity to review the attorney's resume and approve the attorney's work for the City of Birmingham.

Tab 8 – Project Manager

Beier Howlett identifies Ms. Mary M. Kucharek as Project Manager. She will be the primary service provider to the City. Her current contact information is:

Mary M. Kucharek
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste. #200
Troy, MI 48084
(248) 645-9400 Ext. 211
Facsimile: (248) 645-9344
Cell Phone: (248) 933-1371

Please refer to Tab 7 for Mary's detailed resume. Mary has been with Beier Howlett since 1997. She obtained her Bachelor of Nursing Degree in 1985 and a Juris Doctor Degree from the University of Detroit in 1992. Mary has been servicing municipal clients for 29 years. She has had close working relationships with her municipal clients and sees her role as counselor of law. Mary has earned the honor of a member of the 2017 Class of "Women in the Law" by Michigan Lawyers Weekly. Most recently, Mary earned the honor of Notable Women in Business Law by Crain's Detroit Business for 2021. Mary has various community activities including a previous member of the Oakland County Mental Authority Board. She has lectured at high schools regarding laws involving alcohol, drugs, and minors, and is a frequent speaker to community groups relating to under-age substance abuse.

Mary is very active in keeping the police and fire departments for the municipalities with which she works updated on all current laws.

Mary commits that any reassignment of team members, including herself, will not occur unless consented to by the City Manager. The City Manager will be advised of any and all personnel changes, and the City of Manager will have the opportunity to agree or disagree with any of the members of the team including the Project Manager.

Tab 9 – Compensation

A. Retainer fee. A retainer fee in the amount of \$18,000, will be billed in monthly installments. The retainer fee shall include, but is not limited to attendance at all regularly scheduled and special meetings of the City of Birmingham City Commission and upon request, City of Birmingham Planning Commission, and City of Birmingham Zoning Board of Appeals; and, attendance at any meeting of a subcommittee of the City of Birmingham City Commission or any of the City's other boards, commissions, or authorities as requested by the City Manager from time to time; all time spent in relation to: (a) communication with the City and receiving communication from the City (including telephonic communications, written correspondence which includes electronic correspondence and whether reviewed by Appointee or drafted by Appointee) which relate to the legal issues for which City Attorney input and involvement is requested by the City Manager or departments, and which arise from the day-to-day operations of the City's business operations, (b) attending meetings either regularly scheduled or set by the City, including, but not limited to, the review of all agenda materials for all meetings which Appointee is required to attend pursuant to the terms of this Appointment Agreement, and, includes all telephone conferences or e-mail correspondences with the City Manager and City Commission or other City employees, consultants, department heads, elected officials, board or commission members, or others as authorized by the City Manager, regarding any legal issues arising from City meeting agenda items and (c) preparing and conducting seminars for department heads and members of city boards and commissions and (d) answering telephone inquiries from the City Manager, department heads, other city officials, citizens, attorneys and other interested persons or municipal officials on city related matters with approval from the City Manager and (e) meeting with citizens on City related matters; all research, preparation, drafting, review and/or amending and revising of legal memorandums, reports, ordinances, resolutions, policies, legal opinions, contracts in which the City has an interest either as a party or otherwise, or, any other legal document requested or necessitated by legal services to be performed under this Appointment Agreement at the request of the City Manager and as a result of the legal issues in which the City is involved on a day-to-day basis, including, but not limited to, the review and/or drafting or revising of letters pertaining to City legal issues, easement agreements, right-of-way agreements, subdivision and condominium deed restrictions, master deeds, and by-laws, rules and regulations in which the City has an interest and/or over which the City has legal authority and approval responsibilities, review and/or drafting of City applications, procedures and policies, releases, leases, land contracts, licenses, purchase agreements and related transactional documents for the City, and all correspondences related thereto; giving of legal advice to the City Manager, all department directors and the City Commissions and any other legal need of the City not specifically listed above and which does not involve District Court prosecutions arising from City ordinance violations and which does not include legal services for actual pending litigation in any state court, federal court, state tribunal, commission or other administrative hearing board, in which the City is a party and in which the Appointee is formally the attorney of record responsible for representing the City in such legal cause of action.

B. Prosecution Hourly Rate: \$165 per hour.

C. Litigation Hourly Rate \$165 per hour.

D. Environmental and Brownfield Rate \$270 per hour.

E. Additional Costs. In addition, the City would be billed for any out-of-pocket expenses such as filing fees, recording fees, certification fees, appraisal fees and travel expenses. Fully detailed billings of fees and expenses will be submitted monthly and are payable monthly upon receipt.

F. Agreement. We have taken the initiative of providing a sample of an engagement agreement. See Tab 10.

Each month we provide legal services to the City, we would provide the City with a computer-generated statement itemizing the services and reflecting the time expended in increments of one-tenth (1/10) an hour. Costs advanced are also itemized in the monthly statement. Separate matter codes are utilized for easy reference and tracking to particular projects.

Depending on the volume and nature of the work needed by the City, Beier Howlett is prepared to work with the City to develop a different, creative fee approach, if that is the preference of the City.

Tab 10 – Proposed Preferred Method of Engagement

CITY ATTORNEY AGREEMENT OF APPOINTMENT

THIS AGREEMENT is entered into this ___ day of _____, 2021, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation of 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **BEIER HOWLETT, P.C.**, a Michigan professional corporation, whose address is 3001 West Big Beaver, Ste. 200, Troy, MI 48084, (hereafter referred to as Appointee) and the foregoing shall collectively be referred to as the parties.

WHEREAS the City, by and through its City Manager, has undergone an extensive review of proposals submitted by law firms seeking appointment to the position of City of Birmingham City Attorney; and

WHEREAS the City, by and through its City Manager, has selected the law firm which it desires to appoint to the position of City Attorney and does further desire to set forth in writing the terms of acceptance of the position of City Attorney; and

WHEREAS the Appointee does desire to accept the appointment of the position of City Attorney upon the following terms and conditions.

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

- 1. APPOINTMENT TERM:** The City hereby appoints Appointee as its City Attorney, on the terms and conditions stated herein. The undersigned Appointee does hereby acknowledge that pursuant to the City's Charter, the position of City Attorney is an administrative officer subordinate to the City Manager who shall serve at the pleasure of the City Manager for a six year term. Accordingly, when in the City Manager's sole discretion it is deemed to be in the City's best interest, the City, by and through its City Manager, may unilaterally terminate this appointment, at will, whether or not the Appointee is in default of any of its obligations hereunder. Further, either party may terminate this Appointment Agreement effective immediately for the failure of the other to comply with any of its material terms and conditions. Under any case of termination of the Appointee's appointment granted hereunder, the Appointee agrees and understands that it shall have no legal or equitable claims whatsoever for any damages or any equitable remedies as a result of Appointee's termination, including, but not limited to, loss of profit on anticipated City Attorney work under this Appointment Agreement. The City shall be obligated to timely pay for all legal costs, expenses and attorney fees for legal services already performed by Appointee and accepted by City prior to the effective date of Appointee's termination.
- 2. TERMS OF PAYMENT:** The Appointee will invoice monthly for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged, and, if the work was performed under the retainer the same shall be so indicated on

Appointee's bill. The City reserves the right to request at any time further detailed accounting information for any or all bills. Payment terms will be net 30 days unless otherwise specified by the City.

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

4. STANDARD INSURANCE REQUIREMENTS:

- a. *Commercial General Liability Coverage:* Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Birmingham, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Birmingham are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Birmingham". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. *Workers Compensation Coverage:* At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- c. *Professional Liability Insurance:* A policy in an amount not less than \$2,000,000 per claim.
- d. *Cancellation:* Cancellation clause of insurance not less than thirty (30) days.
- e. *Proof of Insurance:* The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Appointment will be cause for the City, by and through its City Manager, to terminate this Appointment, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Appointee, either by offset to any amounts due and owing Appointee for legal services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination of appointment; Appointee agrees and understands that its appointment is at will and may be terminated for any cause provided hereunder, or, for no reason other

than the pleasure of the City Manager.

6. KEY PERSONNEL AND SUBCONTRACTORS: It is essential that the Appointee provides adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed and necessary to the position of City Attorney. The Appointee must agree to assign specific individuals to the key positions.

- a. The Appointee agrees that, once the appointment granted hereunder is effective and accepted in writing by Appointee, key personnel, as designated below, shall not be removed or replaced without the express written notice to the City Manager.
- b. Until otherwise agreed in writing by the City Manager, the key personnel shall specifically be **Mary M. Kucharek, Esq.** Notwithstanding the foregoing, the key personnel designated hereunder shall, from time to time, have the right to have other attorneys from within their law firm perform work required under this Appointment Agreement due to schedule conflicts and/or which becomes necessary to meet deadline requirements for City Attorney work or for the attorney's specialized area of expertise.
- c. If the above-named key personnel are not available for work under this appointment for a continuous period exceeding thirty (30) calendar days, or, are expected to devote substantially less effort to the work than initially anticipated, the Appointee shall immediately notify the City Manager with the names of replacement attorneys from Appointee of substantially equal ability and qualifications, and, the City Manager shall be granted the opportunity to meet with and/or conference with such proposed replacement attorneys for sufficient amounts of time to determine if the Manager accepts the replacement of the key personnel under this Appointment Agreement. The City Manager shall have the right to decline the proposed replacement attorneys and terminate this Appointment Agreement in his sole discretion.
- d. The use by Appointee of any attorney not a member of Appointee's firm to perform any City Attorney work is subject to pre-approval by the City Manager.

7. ASSIGNMENT-TRANSFER: The duties and obligations taken on by Appointee as a result of this Appointment Agreement shall not be transferred, conveyed, assigned, or otherwise sub-contracted by Appointee to any individual attorney not a member or employee of Appointee or to any other law firm other than Appointee without the written consent of the City Manager. Any violation of the terms of this condition of appointment shall be sufficient cause to immediately terminate the Appointee's appointment as City Attorney hereunder. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination of appointment; Appointee agrees and understands that its appointment is at-will and may be terminated for any cause provided hereunder, or, for no reason other than at the pleasure of the City Manager.

8. COMPLIANCE WITH LAWS: Appointee agrees to fully and faithfully carry out the duties of City Attorney using its best efforts in accomplishing all legal assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Appointee is subject, Appointee hereby agrees to be bound

by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

- 9. AMENDMENTS:** No amendment, modification or supplement to this agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 10. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.
- 11. COMPLETE AGREEMENT:** The parties agree that the conditions of the appointment set forth in this Agreement sets forth all terms and conditions of Appointee's appointment to the position of City Attorney for the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Appointee shall not constitute a part of this Appointment Agreement. The term "agreement" or "Appointment Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 12. LIABILITY AND INDEMNITY:** Appointee agrees to protect, defend, reimburse, indemnify and hold the City, its officers, elected officials, volunteers, other appointees, consultants, contractors, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent, owner, shareholder, officer, director, elected official, consultant, other appointee, contractor or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this Appointment Agreement or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City is solely at fault.
- 13. RECORDS:** The City of Birmingham retains ownership of all work products, documents, and files prepared, kept, and stored by the City Attorney under this contract, and the City Attorney agrees to relinquish to the City or its designated agent all such work products, documents and files upon termination of this contract.
- 14. USE OF CITY SEAL:** Appointee is prohibited from using the official Seal of the City in any manner, without the expressed written consent of the City.
- 15. LEGAL PROCEEDINGS:** Any legal proceedings arising out of this Appointment Agreement shall be governed by applicable Michigan law resolved in Michigan courts.

16. RESPONSE TO REQUESTS FOR PROPOSALS: The Appointee shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated July 22, 2021, to the City's request for proposals dated July 7, 2021, which are not consistent with the terms of this Appointment Agreement. In the event of a conflict in any of the terms of this Appointment Agreement and the Appointee's July 22, 2021 Response, the terms of this Appointment Agreement shall prevail.

17. FEES FOR CITY ATTORNEY LEGAL SERVICES: The City agrees to pay to Appointee a retainer fee in the amount of \$18,000, billed in monthly installments which shall be the maximum monthly amount for which the City is responsible for payment to Appointee for legal services included in the scope of the retainer fee as set forth below. Notwithstanding the foregoing, the Appointee shall track, consistent with Section 2, and present to the City monthly, all services that are being performed under the retainer.

- a. The services to be provided by the Appointee under the retainer fee include:
 - i. Attendance at all regularly scheduled and special meetings of the City of Birmingham City Commission and upon request, City of Birmingham Planning Commission, and City of Birmingham Zoning Board of Appeals; and
 - ii. Attendance at any meeting of a subcommittee of the City of Birmingham City Commission or any of the City's other boards, commissions, or authorities as requested by the City Manager from time to time; and
 - iii. All time spent in relation to: (a) communication with the City and receiving communication from the City (including telephonic communications, written correspondence which includes electronic correspondence and whether reviewed by Appointee or drafted by Appointee) which relate to the legal issues for which City Attorney input and involvement is requested by the City Manager or departments, and which arise from the day-to-day operations of the City's business operations, (b) attending meetings either regularly scheduled or set by the City, including, but not limited to, the review of all agenda materials for all meetings which Appointee is required to attend pursuant to the terms of this Appointment Agreement, and, includes all telephone conferences or e-mail correspondences with the City Manager and City Commission or other City employees, consultants, department heads, elected officials, board or commission members, or others as authorized by the City Manager, regarding any legal issues arising from City meeting agenda items and (c) preparing and conducting seminars for department heads and members of city boards and commissions and (d) answering telephone inquiries from the City Manager, department heads, other city officials, citizens, attorneys and other interested persons or municipal officials on city related matters with approval from the City Manager and (e) meeting with citizens on City related matters; and
 - iv. All research, preparation, drafting, review and/or amending and revising of legal memorandums, reports, ordinances, resolutions, policies, legal opinions, contracts in which the City has an interest either as a party or otherwise, or, any other legal document requested or necessitated by legal

services to be performed under this Appointment Agreement at the request of the City Manager and as a result of the legal issues in which the City is involved on a day-to-day basis , including, but not limited to, the review and/or drafting or revising of letters pertaining to City legal issues, easement agreements, right-of-way agreements, subdivision and condominium deed restrictions, master deeds, and by-laws, rules and regulations in which the City has an interest and/or over which the City has legal authority and approval responsibilities, review and/or drafting of City applications, procedures and policies, releases, leases, land contracts, licenses, purchase agreements and related transactional documents for the City, and all correspondences related thereto; and

- v. Giving of legal advice to the City Manager, all department directors and the City Commissions and any other legal need of the City not specifically listed above and which does not involve District Court prosecutions arising from City ordinance violations and which does not include legal services for actual pending litigation in any state court, federal court, state tribunal, commission or other administrative hearing board, in which the City is a party and in which the Appointee is formally the attorney of record responsible for representing the City in such legal cause of action.
- b. The services to be provided by the Appointee specifically excluded from the scope of the retainer include:
- i. Pre-determined Special Projects, which the City Manager agrees is outside scope of the retainer; and
 - ii. All litigation in which the City is a named party and in which the Appointee is the attorney of record responsible for representing the City in such legal proceeding; and
 - iii. Appearance at all administrative agency matters, including appearances at the Michigan Employment Security Commission, Michigan Tax Tribunal, Liquor Control Commission Election Commission, Pension Board, Building Board of Appeals, and all other administrative agencies, including the preparation of pleadings, legal research, meetings, correspondence, and conferences with witnesses and the conducting of adversarial proceedings; and
 - iv. All prosecution services, which include appearance in the 48th District Court on regular court days, issuing warrants on ordinance matters, meetings with complainants on ordinance violations, investigation on ordinance violations, answering telephone inquiries from citizens and attorneys on ordinance violations, legal advisor to the police department on criminal misdemeanor matters, discussions with District Judge and District Court regarding ordinance violation matters, District Court jury trials including preparation for trial, investigations, and contacting witnesses and complainants, and all telephone calls with city employees.

For the above listed legal services not included in the retainer legal work, the City shall pay the Appointee hourly based upon the following maximum rates per classification of legal service provider:

Attorney (Partner):	\$165.00
Attorney (Associate):	\$165.00
Paralegal:	\$100.00
Prosecutions:	\$165.00
Environmental:	\$270.00
Labor Relations, Employment Law (For Partner, Senior Associate or Associate)	\$165.00

The Appointee shall track, consistent with Section 2, and present to the City monthly, an invoice for detailed services that are being performed under an hourly rate.

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

CITY OF BIRMINGHAM

By: _____
Thomas M. Markus

Its: City Manager

BEIER HOWLETT, P.C.

By: _____
Michael C. Gibbons

Its: Chief Executive Officer

Tab 11- Insurance

Worker's Compensation and Unemployment Compensation Insurance Coverage

Beier Howlett guarantees to maintain worker's compensation and unemployment compensation insurance coverage for our employees at all times while providing legal services to the City of Birmingham. Please see attached Certificate of Insurance.

General Liability and Professional Liability Malpractice Coverage

Beier Howlett guarantees to maintain general liability and professional liability malpractice coverage for its employees of not less than \$1 million at all times and general liability insurance for not less than \$1 million per occurrence while providing legal services to the City. Please see attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		CONTACT NAME: Theresa Falzetti PHONE (A/C, No, Ext): (800) 969-4041 E-MAIL ADDRESS: tfalzetti@pciaonline.com FAX (A/C, No): (800) 969-4081	
INSURED BEIER HOWLETT, PC 3001 W. BIG BEAVER RD STE 200 Suite 200 TROY MI 48084		INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay INSURER B: Hanover American INSURER C: CHUBB INSURER D: INSURER E: INSURER F:	
		NAIC #	22306
		36064	

COVERAGES

CERTIFICATE NUMBER: 21-22 ALL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ODHD842431	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Non-owned	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		ODHD842431	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired and Non-Owned	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ODHD842431	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZHD842418	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Cyber Liability			8257-9565	3/1/2021	3/1/2022	Per Claim	\$ 1,000,000

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

The City of Birmingham Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Birmingham are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Birmingham"

CERTIFICATE HOLDER**CANCELLATION**

The City of Birmingham
 151 Martin Street
 Birmingham, MI 48009

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

Michael Cosgrove

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2021

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

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

PRODUCER
 Arthur J. Gallagher Risk Management Services, Inc.
 300 S. Riverside Plaza, Suite 1500
 Chicago IL 60606

INSURED
 License#: BR-724491
 Beier Howlett, P.C.
 3001 W Big Beaver
 Suite 200
 Troy MI 48084
 PCBE000001

CONTACT NAME: George Boyd
PHONE (A/C, No, Ext): 312-704-0100
FAX (A/C, No): 312-803-7443
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Wesco Insurance Company		25011
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 326930520

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Lawyers Professional Liability		WPP102452808	10/19/2020	10/19/2021	Each Claim Aggregate	\$5 M / \$5 M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Deductible: \$25,000 Per Claim
 The City of Birmingham, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Birmingham are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Birmingham.

CERTIFICATE HOLDER

CANCELLATION

The City of Birmingham
 151 Martin Street
 Birmingham, MI 48009

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

AUTHORIZED REPRESENTATIVE

Tab 12- Exceptions

Beier Howlett has no exceptions other than bond counsel and labor relations which is not a part of the RFQ.



**NOTICE OF INTENTION TO APPOINT TO
BOARD OF REVIEW**

At the regular meeting of Monday, November 22, 2021, the Birmingham City Commission intends to appoint two (2) regular members to serve three-year terms to expire December 31, 2025, and one (1) regular member to serve the remainder of a three-year term to expire December 21, 2023. Applicants must be property owners and electors of the City of Birmingham.

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Interested citizens may submit an application available at the Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, November 17, 2021. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be property owners and electors (registered voters) of the City of Birmingham.	11/17/2021	11/22/2021

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



MEMORANDUM

Human Resources Department

DATE: September 21, 2021

TO: City Commission

FROM: Thomas M. Markus, City Manager

SUBJECT: Announcing New Parking System Manager - Ryan Weingartz

I am pleased to announce that Ryan Weingartz will be our inaugural hire to the position of Parking System Manager. Mr. Weingartz possesses a Bachelor's Degree from Central Michigan University in Sport Management and Business Administration, and has worked for Olympia Entertainment and Olympia Parking for over ten years.

Mr. Weingartz possesses extensive knowledge of parking systems, including parking services for residents and events, cashless automated payment processing, as well as managing the services of multiple parking garages and surface lots.

To ensure he is sufficiently trained and informed in his new role, Mr. Weingartz will be working closely with Police Commander Scott Grewe, Birmingham Shopping District Executive Director Sean Kammer, Planning Director Nicholas Dupuis, as well as the City Manager's Office.

Please join me in congratulating Mr. Weingartz on his new position!

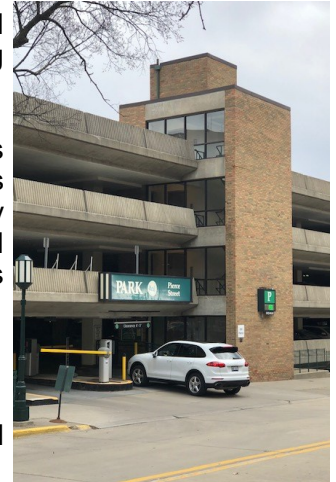
The City of Birmingham is an Equal Opportunity Employer seeking qualified applicants, without regard to race or other protected status.



PARKING SYSTEM MANAGER

The City of Birmingham, an equal opportunity employer, is seeking qualified applicants, without regard to race or other protected status, for the position of Parking System Manager.

Under the general direction of the City Manager, the Parking System Manager oversees the City's five (5) municipal parking systems, three (3) surface lots, and numerous metered parking spaces. Work is performed under general direction according to City policies and ordinances. Duties are carried out with considerable independence and latitude with the City Manager being consulted when necessary. Performs related duties as assigned.



The City of Birmingham, MI

The City of Birmingham, MI has a population of approximately 20,000 residents. Named one of the country's "Top 20 Walkable Communities," Birmingham covers 4.73 miles located 20 miles north of Detroit in Oakland County, Michigan. Throughout its history, Birmingham has enjoyed a high level of citizen involvement, which has contributed to the high quality of life in the community. It is a relatively affluent community with a small-town atmosphere and a vital downtown business and shopping district. With diverse cultural and recreational amenities, this indeed is a place to "live, shop, and play."

More Information:

www.bhamgov.org/clerk

Responsibilities include

- Analyzing and implementing policies, programs, and procedures.
- Serving as a liaison to the Birmingham Parking Advisory Committee
- Responding to and resolving public inquiries and complaints
- Acting as representative for the City and City parking structures
- Leading staff on assigned parking functions, services, and activities
- Monitoring the maintenance and repair of all parking facilities
- Supervising staff, contractors, and the installation of new equipment as needed
- Coordinating with Police department for special events and enforcement issues
- Coordinating with Finance department to establish and maintain accurate accounting records

Minimum Qualifications:

- Bachelor's Degree in Business or Public Administration, or a closely related field.
- 3-5 years of progressively responsible office experience involving substantial public contact. Work in a supervisory capacity in a municipal setting preferred.
- Excellent written and oral communication skills and well developed PC skills are required.

Salary and Benefits

- Salary range of \$82,741—105,938
- Benefits include Paid Time Off, medical, dental, vision, 401A, Retirement Health Savings, 457, Life Ins, FSA, Short/Long-Term Disability, Tuition Reimbursement.

TO APPLY: SUBMIT EMPLOYMENT APPLICATION, COVER LETTER, AND RESUME TO THE HUMAN RESOURCES DEPARTMENT. POSITION OPEN UNTIL FILLED, WITH FIRST REVIEW OCCURRING ON OR ABOUT **FRIDAY, JULY 2, 2021.**

City of Birmingham Employment Applications are available online at www.bhamgov.org/jobs or in the City of Birmingham Human Resources Department, located at 151 Martin, Birmingham, MI 48009.

The Human Resources Department is open Monday - Friday from 8 a.m. - 5 p.m.



MEMORANDUM

Parking System Department

DATE: August 26, 2021
TO: City Manager's Office
FROM: Ryan Weingartz
SUBJECT: Recommendations for Improvement to City of Birmingham Parking System

Overview

With 4,846 total on street and off street parking spaces in the City of Birmingham, the potential for creating a great parking experience for the community is endless. While reading through the Parking Master Plan, it lays out many of the challenges the city has with parking; existing conditions, rate structures, low inventory available during peak times, and the challenge of changing the public's perception of the parking system in the city. I will touch on some of the key challenges that you have laid out and how I would tackle each issue if I was selected as Parking Systems Manager.

Technology

Technology touches every part of our daily lives, from how we order our food to catching up on the news. People are adapting to new technology daily. Technology that enables and improves the parking experience will change the way that visitors view their overall experience while visiting the City of Birmingham. As people and cities adapt to new technology, it is important that parking rise to the occasion. Technology is essential to having a successful parking operation. Companies today are a complete package with integrated access control, gates, kiosks, and cloud-based technologies. The most important factor in new technology is cloud based reliability. The ability to see real time occupancy, revenue, and equipment health is vital to day-to-day operations. With cloud-based technologies your facilities are future ready by a simple remote software update. Other new parking technology includes Bluetooth access to facilities, License Plate Recognition (LPR), and contactless payments. New parking technology is rapidly being deployed daily and will continue to implement new technologies.

Parking Rate Trends

Conducting market analysis at the regional, state, and national level will ensure that we are charging the appropriate rates. The important idea is to offer your services at a reasonable rate that allows you to cover your operational and capital costs and incentivizes the right parker behavior, all the while without coming across as overly aggressive. The parking program is there to support the city's economic and community development goals and the right parking policy will drive the right parkers to the right areas.

Negative Perception of Parking

Per the Preliminary Parking Report from June 2018, 62% of responders rated the City's Parking System as "Poor" or "Very Poor." My goal, as the Parking Systems Manager, will be to reduce that number significantly. After reading the Parking Master Plan that was issued in September of 2018, I feel that building the "Parking Ambassador" program will be beneficial to the community and the guests visiting. Expanding communication with stakeholders will ensure that their needs are heard and addressed. Parking is the first and last experience you have while visiting the community. The use of Parking Ambassadors can greatly improve visitors' experience. They will be visible to guests, offer assistance to parking facilities, and answer any questions visitors may have. Increased wayfinding signs and parking-finder apps will help alleviate the negative experience guests have. Adding a dedicated parking page to the city website will create a clear destination for viewers on the city's webpage, as well as other search engines. Marketing parking is an effective strategy to help guests find out about traffic and parking options, especially events in the city limits.

Parking solutions during construction

Updating outdated parking facilities is a constant battle and must be completed to provide an exceptional customer experience and have a useful life that allows the city to recover its capital investments. While improvements to facilities must happen, it causes a strain on parking inventory and relocating parkers must occur, as well. During construction projects, we would need to reach out to private parking operators in the area to acquire spots while construction is occurring. Using areas that are for future development such as office/retail space and converting them to parking facilities until those areas are ready for development is another possibility. If the temporary parking was further away, promotion of mobility (i.e., scooters, bikes, shuttles) would be beneficial.

Recommendations

PARCS

The correct infrastructure needs to be established in order to support new technology aimed at improving the parking experience of parking guests. Updating internet connectivity, to make certain that the parking equipment stays online to capture revenue, is essential. Once the infrastructure is in place to support, I would recommend installing a new Parking Operations Systems across all parking facilities. With a new Parking and Revenue Control System (PARCS), we will have the ability to analyze data in real time and make quicker decisions to improve the overall experience. A new PARCS will be a complete package. We will be able to find new revenue opportunities with forward thinking software and have access to real time occupancy and turnover. We will be able to manage facilities effectively with touchless mobile access and payment options, ticketless or gateless entry, and a validation program to better serve office and retail space. Once a new system is installed, we will be able to manage monthly parking accounts more efficiently. A monthly contract AR component gives monthly parkers a self-service portal to be able to manage their parking account. As an operator, it automates the process automatic billing and reporting to ensure we are capturing revenue on a monthly basis.

Updating Facilities

While visiting the City of Birmingham twice in the past week to better understand the parking in the city I noticed that the parking garages need a few upgrades. I see in the approved budget for 2021-2022 that \$2,568,230 was budgeted to make improvements in the North Old Woodward Garage. A lot of that budget will be used to make concrete repairs, which was the first thing I noticed when I entered the garage. Also, the lights are outdated and need to be updated to LED. This will reduce utility costs in the long run, and we are able to utilize update incentives through DTE. From the Parking Advisory Committee Agenda from August 4th, 2021, I noticed that there is currently an invitation for bid for these improvements. On top of the repairs that are in the scope of work, I would suggest fresh paint on all walls and ceilings in each structure, using a light color paint will make the garages feel brighter and more inviting to guests. Ensuring that there is an established Maintenance Standard Operating Procedure with the parking operator is important for extending the longevity of the facilities.

Signage

As I conducted my walk through of the facilities the signage in the structures is also dated. For the exterior of the garages, I would recommend digital signage that guests will be able to see during the day and night. With digital signage, you can customize the screens as you choose. Digital signage can also serve as ad space to promote local office/retail stores. The interior signage of the garages needs to be updated as well. Color coordinating each level of the garage will assist guests to remember where they parked. Updating the façade (i.e., screening, decorative sculptures, or using local artist to paint murals on the exterior) would improve the aesthetic of the garages. Wayfinding signs around parking facilities are also needed to direct guests to the local businesses.

On street parking

Per the Master Parking plan, 70% of metered block segments are underutilized at all times. There needs to be a shift from garage parking to on street parking during the peak times of 12pm-2pm. Dynamic pricing, as I previously mention could boost the usage of on street parking. Reducing rates during peak times would entice visitors to use on street parking. There is also the potential to convert on street parking to a commuter/monthly parking option for peak occupancy of the garages, during weekday, daytime hours. The biggest change for on street parking is the change to metered parking. In today's world with smart phones most people can pay with Apple or Google pay. The ability to use your phone to select a time frame to park, select a payment option, and the ability to receive a pass or extend your parking time can easily be done. This change can be made by installing signs (which are usually covered by the company of the application being used) and with those signs visitors can tap to pay or scan a QR code which then prompts them to a payment page. Most companies now work with most enforcement services to ensure that you still have that enforcement piece in the operation.

In conclusion, the City of Birmingham parking has great framework and endless potential. I look forward to bringing my expertise and ideas to further improve the parking experience for guests.



Employment Application | Submitted: 08-Jul-2021

AAA

Ryan Weingartz

Parking System Manager

Job Location - Birmingham, MI

Department - Police

Source - City of Birmingham, Michigan Website

Employment Experience

List any jobs held in the past 10 years. List your present employment first. List every promotion as a new job. Briefly summarize your job duties to give the reviewer a general idea of your tasks and responsibilities. Please include all requested information, even if a résumé is attached.

Note: If you are unable to provide a phone number, enter 000-000-0000.

Olympia Development Parking - Current Employer

Job Title: Operations Manager

Dates Employed From: Aug/2014

Dates Employed To: Currently Employed

Employment Length: 7 years, 1 month Position Type: Full-Time

Duties: • Integration of new FlashParking equipment and software • Develop new marketing strategies to increase transient and event revenue • Oversee and maintain six parking garages and twenty-two surface lots • Assess and determine departmental needs, provide quotes, create purchase orders, and make recommendations to management for approval • Manage construction, repair, and maintenance projects by working with vendors to ensure projects were completed in accordance with schedules and deadlines • Responsible for making sure all event materials are in sufficient supply; in working order and appropriately dispersed and returned for all events. Ensure facilities are event ready and Safety Act compliant • Provide input and analysis to Senior Leadership regarding developing and monitoring financials • Ensure guests experiences are extraordinary and memorable. Address complaints and resolve issues with colleagues and guests • Responsible for hiring, training, scheduling, and disciplining of Operations Supervisors, and conduct colleague performance reviews. • Responsible for maintaining department operations payroll, event operations, supervisor schedules, generating of reports, etc. • Develop, approve, and implement department policies, procedures, and reports and train staff on changes • Act as department and company representative in internal and external meetings

Reason For Leaving: Currently Employed

Supervisor Name: Aaron Ford

Supervisor Title: Director of Parking operations

Starting Rate of Pay: 50,000

Ending Rate of Pay: 77,000

May We Contact? Yes

Olympia Parking

Job Title: Operations Supervisor

Dates Employed From: May/2012

Dates Employed To: Aug/2014

Employment Length: 2 years, 3 months

Position Type: Full-Time

Duties: • Responsible for the hiring, training, and disciplining of all parking service colleagues • Supervision of 100+ colleagues and responsible for scheduling and payroll of all colleagues • Complete deposit process and input financial records • Produce payroll, revenue and other requested reports for the manager, director, other departments, and senior management • Work closely with security to ensure the comfort and safety of our guests and colleagues

Reason For Leaving: Promotion

Supervisor Name: Aaron Ford

Supervisor Title: Director of Parking operations

Starting Rate of Pay: 35,000

Ending Rate of Pay: 45,000

May We Contact? Yes

Olympia Entertainment

Job Title: Operations Intern

Dates Employed From: Dec/2010

Dates Employed To: May/2012

Employment Length: 1 year, 5 months

Position Type: Intern

Duties: • Conducted a daily facility walk through to identify areas of the facility in need of repair • Managed and maintained the lost and found for Joe Louis Arena • Facilitated Guest Relations with patrons and their needs involving seat locations, complaints, and general questions • Assisted with the coordination of corporate sales activities on the concourse level • Worked directly with Joe Louis's operations manager in the advancing of shows

Reason For Leaving: Full time Job

Supervisor Name: Justin DeSantis

Supervisor Title: Manager of Operations

Starting Rate of Pay: 15.00

Ending Rate of Pay: 15.00

May We Contact? Yes

Educational Background

List below your educational background, including high school, all colleges, trade and military service schools.

Central Michigan University | College or University

Degree: Bachelor Of Applied Arts

Graduated? Yes

Major: Sport Management with Business Minor

Location: Mount Pleasant, MI, UNITED STATES

Cover Letter & Resume

You may provide us with your cover letter & resume here. You may either copy and paste a cover letter & resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Ryan Weingartz Resume.docx

 Preview

Download

Ryan Weingartz cover letter.docx

 Preview

Download

Text Only Resume

No Text Only Resume on File

References

Please fill out the information below regarding references.

Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com

Joe Leung

Company: Flash Parking

Occupation: Director of Customer Success

Years Known: 3

Phone: 720-280-0405

Email: Joe.Leung@flashparking.com

Thaddeus Green

Company: PACE

Occupation: Excecutive Assistant

Years Known: 9

Phone: 313-467-2945

Email: tjgreen_87@yahoo.com

Russ Nixon

Company: LAZ Parking

Occupation: Project Manager

Years Known: 5

Phone: 734-306-4956

Email: russellnixon2011@gmail.com

Additional Questions

General Information | Score Total - 0

Question	Answer	Score	Disqualifier?
Date available for work: *	8/1/21		
Prior addresses (last 5 years):	This question was not answered.		
Are you interested in full-time work? *	Yes	0	
Are you interested in part-time work? *	No	0	
Would you like to be considered for seasonal opportunities? *	No	0	

Are you 18 years of age or older? *	Yes	0
Do you have any relatives now or previously employed by the City of Birmingham? *	No	0
Have you ever been convicted of a crime? (A positive response to this question does not automatically disqualify you from consideration) *	No	0
Are there any felony charges pending against you? *	No	0
Do you know of any reason why you would not be able to perform the essential functions of the job for which you are applying, with or without accommodation? (Michigan law requires employers to make accommodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the employer. Disabled employees and applicants may request an accommodation of their disability by notifying the City in writing of the need for accommodation within 182 days of the date the disabled individual knows or should know that an accommodation is needed. This requirement does not apply to an individual's rights under the Americans with Disabilities Act. Failure to notify the City will preclude any claim that the employer failed to accommodate the disabled individual.) *	No	0
Have you ever worked for a company under a different name? *	No	0
Have you ever been discharged from any employment? (A positive response to this question does not automatically disqualify you from consideration) *	No	0

Professional Licenses/Certifications/Credentials Score Total - 0		
Question	Answer	Score Disqualifier?
List all professional licenses, certifications, and/or credentials. Include type and number:	This question was not answered.	

Driver's License Information | Score Total - 0

Question	Answer	Score	Disqualifier?
Driver's License Number: *			
Expiration date: *			
State Issued: *	Michigan		

Computer & Systems Proficiency | Score Total - 0

Question	Answer	Score	Disqualifier?
Please list any applicable computer skills:	This question was not answered.		
Please list your typing speed: ___wpm *	45		

Military Service | Score Total - 0

Question	Answer	Score	Disqualifier?
Have you served in the Military? *	No	0	

Applicant Statement

If selected for employment, the following prescribed conditions must be met before such employment offer is considered final. All persons hired by the City of Birmingham must undergo and pass a medical examination (including, but not limited to, physical examination, psychological evaluation (for sworn Fire and Police), and drug and/or alcohol screening) from a City- appointed physician or other professional at no cost to the applicant. The medical examination must be scheduled and taken, and results received, prior to the employee's first date of employment. Prior to the date of hire, candidates must provide original documents establishing their employment eligibility as required under the Immigration Reform and Control Act of 1986. An investigation of past employment references and other information will be conducted. Acceptance of an offer of employment does not create a contractual obligation upon the City of Birmingham to continue employment in the future.

I understand that by completing this application there is no guarantee of a job interview or a job offer. No promises regarding employment have been made to me and I understand that no such promise or guarantee is binding upon the City. I also understand that nothing in this employment application, in the City's statements, policies, or Employee Handbook, or in my communications with any City official or representative is intended to create an employment contract between the City and me. Additionally, I understand that if an employment relationship is established, I have a right to terminate my employment at any time. I also understand that the City retains the right to terminate my employment at any time, unless I am subject to a just cause provision under a collective bargaining agreement. Further, I understand that the City has the right to modify its policies without giving me any notice of the change(s).

I hereby authorize the City of Birmingham to verify all the information I have provided on my application. I also agree to execute, as a condition of employment or continued employment, any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I expressly authorize the City of Birmingham to contact any of my current or prior employers, educational institutions, and other references I have provided, and release all of those employers, educational institutions and references and the City of Birmingham from any and all liability arising from their giving information about my employment, academic, and/or military experience. For purposes of the medical examination(s), I hereby authorize the City of Birmingham to access any medical histories or records pertaining to me. I also hereby waive any right under the Bullard-Plawecki Right to Know Act, 1978 PA 397, to receive written notice from the City of Birmingham or any former or current employer, that a disciplinary report, letter of reprimand, or other disciplinary action taken against me while employed, will be or has been disclosed to a third person or entity.

I agree not to commence any action or suit relating to my employment with the City of Birmingham more than 180 days after the occurrence of the facts giving rise to the claim, or more than 180 days of the date of my termination of such employment, whichever is earlier, and to waive any statute of limitations to the contrary.

If I am employed, I understand that additional personal data will be required for determination of benefit eligibility and for statistical purposes.

I will abide by all policies, rules and regulations of the City of Birmingham.

The City of Birmingham is an equal opportunity employer to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, sex (including pregnancy), sexual orientation, national origin, age, disability, genetic information, marital status, height or weight, or any other characteristic protected by federal, state or local laws. We provide reasonable accommodation for qualified individuals with a disability if requested.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge. I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from eligibility or my immediate discharge should such falsifications or misrepresentations be discovered after I am employed.

I agree to the above. **Date:** 2021-07-08

Signature: Ryan Weingartz

05:21:53pm

Wet Signature:



Signature

Date

Ryan Weingartz

July 8, 2021

Dear Human Resources:

I am writing regarding the Parking System Manager position. The last nine years I have spent working in Managing Parking Operations and Facilities with an emphasis in the sports and entertainment industry. I have a strong understanding of how Parking Operations functions and the hard work that it takes to run a parking operation and I am willing to put forth that effort.

I feel with my strong background in parking/ facility operations make me an ideal candidate for this position. The last nine years I have spent working in Parking/Facilities Operations industry organizing and managing staff and facilities. While working in this position, I have gained excellent customer service, communication and organization skills, building operations experience, and supervision of over 100 employees. I feel that I can fulfill the responsibilities that are expected of the Director of Operations position.

Thank you for the time and consideration. I look forward to speaking to you in person and learning more about the employment opportunity. I can be reached any time via email ryan.weingartz@gmail.com or cell phone 810-417-2592.

Sincerely,

Ryan Weingartz

Ryan Weingartz

Education **Central Michigan University** – Mount Pleasant, MI
Bachelors of Applied Arts
Major: Sport Management
Minor: Business Administration

Professional Experience

Olympia Development of Michigan

Parking Services Operations Manager, The District Detroit, August 2014-Present

- ♦ Integration of new FlashParking equipment and software
- ♦ Develop new marketing strategies to increase transient and event revenue
- ♦ Oversee and maintain six parking garages and twenty-two surface lots
- ♦ Assess and determine departmental needs, provide quotes, create purchase orders, and make recommendations to management for approval
- ♦ Manage construction, repair, and maintenance projects by working with vendors to ensure projects were completed in accordance with schedules and deadlines
- ♦ Responsible for making sure all event materials are in sufficient supply; in working order and appropriately dispersed and returned for all events. Ensure facilities are event ready and Safety Act compliant
- ♦ Provide input and analysis to Senior Leadership regarding developing and monitoring financials
- ♦ Ensure guests experiences are extraordinary and memorable. Address complaints and resolve issues with colleagues and guests
- ♦ Responsible for hiring, training, scheduling, and disciplining of Operations Supervisors, and conduct colleague performance reviews.
- ♦ Responsible for maintaining department operations payroll, event operations, supervisor schedules, generating of reports, etc.
- ♦ Develop, approve, and implement department policies, procedures, and reports and train staff on changes
- ♦ Act as department and company representative in internal and external meetings

Olympia Development of Michigan

Parking Services Operations Supervisor, Foxtown, May 2012-August 2014

- ♦ Responsible for the hiring, training, and disciplining of all parking service colleagues
- ♦ Supervision of 100+ colleagues and responsible for scheduling and payroll of all colleagues
- ♦ Complete deposit process and input financial records
- ♦ Produce payroll, revenue and other requested reports for the manager, director, other departments, and senior management
- ♦ Work closely with security to ensure the comfort and safety of our guests and colleagues



MEMORANDUM

Manager's Office

DATE: September 28, 2021

TO: Thomas M. Markus, City Manager

FROM: Jana L. Ecker, Assistant City Manager

SUBJECT: Update on Old Woodward Project – Phase III

The City is currently completing conceptual design plans for the reconstruction of S. Old Woodward (Phase III of the Old Woodward Project). MKSK was the lead concept designer for the previous two phases of the project (2018 for N. Old Woodward, and 2020 for Maple Road) and is continuing work as lead concept designer for Phase III.

Conceptual design plans were Multi-Modal Transportation Board ("MMTB") on June 3, 2021 to solicit feedback and recommendations. The conceptual design plans were modified based on the feedback received and were presented to the MMTB again at the July 8, 2021 meeting. In addition, the design team also presented the initial concepts to the Advisory Parking Committee ("APC") on June 16, 2021, as well as the Birmingham Shopping District ("BSD") merchants in August 2021.

Most recently, the City's transportation consultants at Fleis and VandenBrink have continued their analysis of recently collected traffic and parking counts, and public engagement efforts have been ongoing. MKSK has been working with Fleis and VandenBrink to complete refinements to the conceptual design plans based on input from the MMTB, APC and BSD, as well as feedback from public surveys through Engage Birmingham and a public open house that was held on August 3, 2021 at the Baldwin Public Library.

Please be advised that City staff intends to present the conceptual design plans to the City Commission at their regular meeting on October 25, 2021 to ensure that final engineering plans may be completed in time to bid the project out and commence construction in Spring of 2022.

CHARTER TOWNSHIP OF BLOOMFIELD
NOTICE OF PUBLIC HEARING
ZONING BOARD OF APPEALS

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing at the Bloomfield Township Hall, 4200 Telegraph Road, on **TUESDAY, October 12, 2021 at 7:00 P.M.** to consider the following appeal:

Seeking approval for proposed accessory structures and uses, Sec 23 & 24 Bloomfield Estates Sub Lots 60 & 61, Lot 59, Lot 58, Lot 57, Part of Lot 55, Lot 56, Part of Lot 69:

- A 20 ft. by 30 ft. by 14 ft. high electric Go Kart garage located in the rear yard with a track and a 36 ft. 12 ft by 14 ft. Go Kart cabana with a viewing platform;
- A 15 ft. by 15 ft. by 14 ft. high security booth located in the Brookdale frontage;
- An 8 ft. high decorative fencing along the entire perimeter of the property including in the Brookdale Rd. and Strathmore Rd. front yards;
- A 28 ft. by 83 ft. by 21 ft. high security quarters located in the Strathmore frontage;
- A 124 ft. by 58 ft. by 26 ft. high caretakers quarters located in the rear yard;
- A 49 ft. by 26 ft. by 32 ft. high pool cabana, a pool with a lazy river, spa, firepit, relocated play structure and play house and a rockscape waterfall in the pool with a maximum height of 14 ft. located in the Strathmore Road frontage;
- Ten (10) 4 ft. by 4 ft. by 10 ft. high illuminated piers, eight (8) 9 ft. high wing walls, and (4) 10 ft. high gates along both the Brookdale Rd. and Strathmore Rd. frontages;
- A 37 ft. by 63 ft. by 22 ft. high conservatory located in the rear yard;
- A 26 ft. by 26 ft. by 17 ft. high gazebo located in the rear yard;
- A 75 ft. by 18 ft. by 15 ft. high prefabricated batting cage located in the rear yard;
- A sports court with 10 ft. fencing, trampoline area, play structures, and zip line with a 8 ft. and 24 ft. high platform, a 21 ft. by 81 ft. by 14 ft. high sports cabana,
- Ground mounted mechanical units not immediately adjacent to the house,
- Accessory structure space exceeding 50 percent of the ground floor or the main building.
- A bridge and a 50 ft. by 51 ft. by 14 ft. high rockscape feature located in the Brookdale front yard.
- Seven (7) fountain with maximum height of 2 ft.
- Five (5) art work not to exceed 14 ft. in height.

The Code of the Charter Township of Bloomfield, Section 42-5.1 states that accessory uses / structures shall not be erected in any yard, except a rear yard, shall be set back at least 16 ft. from the side and rear lot lines, shall not exceed fourteen (14) feet in height, shall be screened from adjacent residences with evergreen and deciduous material, which will obscure view twelve (12) months of the year, that such vegetation shall be maintained in a healthy condition, and shall require the review and approval of the Zoning Board of Appeals. Accessory uses shall not exceed one-half (1/2) of the ground floor area of the main building. The Code of the Charter Township of Bloomfield, Section 42-5.1, states that ground mounted mechanical and electrical equipment shall be permitted in any rear yard when placed immediately adjacent to the residential building or in a side yard or secondary front yard, when placed immediately adjacent to the residential building, outside of the required setback and properly screened. The Code of the Charter Township of Bloomfield, Section 42-5.7 states that fences in a residential district shall be located in a side or rear yard and cannot exceed 4 ft. in height. (5095 Brookdale, 19-24-326-023, Strathmore LLC, 241 Strathmore, Strathmore LLC, 19-24-326-010, 251 Strathmore, 19-24-326-011, Strathmore LLC 265 Strathmore, 19-24-326-012, 19-24-326-018, Strathmore LLC, 275 Strathmore, 19-24-326-019, Strathmore LLC and Vacant Lot, 19-24-326-017, Strathmore LLC)

SEE BACK FOR MORE INFORMATION

INFORMATION ONLY

Described as: Sec 23 & 24 Bloomfield Estates Sub Lots 60 & 61, Lot 59, Lot 58, Lot 57, Part of Lot 55, Lot 56, Part of Lot 69

Sidwell No: 5095 Brookdale, 19-24-326-023, Strathmore LLC, 241 Strathmore, Strathmore LLC, 19-24-326-010, 251 Strathmore, 19-24-326-011, Strathmore LLC 265 Strathmore, 19-24-326-012, 19-24-326-018, Strathmore LLC, 275 Strathmore, 19-24-326-019, Strathmore LLC and Vacant Lot, 19-24-326-017, Strathmore LLC

*Patricia Voelker, Director
Planning, Building and Ordinance*

Complete copies of the appeals can be viewed at the Township Hall during regular business hours in the Planning, Building, and Ordinance Department, from 7:00 a.m. to 5:30 p.m., Monday through Thursday. Comments may be provided at the public hearing or by writing to: Bloomfield Township Planning, Building, and Ordinance Department, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729 or via email to zba-publiccomment@bloomfieldtwp.org

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: [Bloomfield Twp., MI – Public Meetings](#)



To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, October 7th** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: September 27, 2021