

BIRMINGHAM CITY COMMISSION AGENDA
AUGUST 14, 2023
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- The Woodward Dream Cruise will roll into town on Saturday, August 19, 2023, bringing thousands of classic cars and more than one million people from all over the world. Adding to the festivities, the Birmingham Cruise Event from 9 a.m. - 5 p.m. on South Old Woodward will feature 200 classic cars of all makes and models, sponsor exhibits, food and more.

APPOINTMENTS

- A. Board of Ethics
1. Michael P. Coakley

To appoint _____ as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

To appoint _____ as an alternate member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

To appoint _____ as an alternate member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

- B. Employee recognition
1. Anthony Altovilla – Deputy City Clerk

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 meeting minutes of July 24, 2023.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 27, 2023, in the amount of \$6,006,969.24.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 3, 2023, in the amount of \$578,824.14.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 9, 2023, in the amount of \$8,177,701.38.
- E. Resolution to approve the Office of Highway Safety Planning grant award and to authorize the Chief of Police to sign the grant award on behalf of the City.
- F. Resolution to approve a 1 year agreement with Windcave, Inc. for credit card processing in the amount of \$1,600 minimum per 40,000 transactions and \$.05 per transaction for every transaction over 40,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in Other Outside Services (514.1-594.001-811.000).
- G. Resolution to amend the interlocal agreement between the City and Oakland County for the \$100,000 Local Government Critical Infrastructure Planning grant award. In addition, to authorize the City Engineer to sign Amendment 1 on behalf of the City, and to direct the City Clerk to witness the amendment.
- H. Resolution adopting an amendment to Part II of the City Code, Chapter 114 – Utilities, Article VI – Storm Water Utility Fee.

VI. UNFINISHED BUSINESS

- A. Resolution to table discussions of amending the City Code of Ordinances, Part II. Chapter 66 – Human Relations, Article II. – Discrimination, Division to Fair Housing at this time and to further direct the City Clerk’s office to disseminate the letter included with this packet to advocate to the House and Senate of Michigan to pass House Bill Nos. 6565 and 4063, and to encourage landlords to sign a voluntary Code of Conduct.
- B. Leaf Blowers

VII. NEW BUSINESS

- A. Resolution to appoint _____ as the City of Birmingham’s official voting delegate and _____ as the alternate delegate, for the Michigan Municipal League Annual Meeting to be held in Traverse City, Michigan on October 18, 2023.
- B. 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.

1. Speed Humps

C. Commission discussion on items from a prior meeting.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Design Review Board
 - 2. Notice of Intention to Appoint to the Historic District Commission
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Short Term Rentals

INFORMATION ONLY

XI. ADJOURN

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

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

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



**NOTICE OF INTENTION TO APPOINT TO THE
BOARD OF ETHICS**

At the regular meeting of Monday, August 14, 2023, the Birmingham City Commission intends to appoint one regular member to the Board of Ethics to serve a three-year term to expire June 30, 2026 and two alternate members to the Board of Ethics to serve a three-year term to expire June 30, 2026.

Board members are to serve as an advisory body for the purposes of interpreting the Code of Ethics. The board consists of three regular members and up to two alternate members who serve without compensation. The members shall be residents and have legal, administrative or other desirable qualifications.

Interested citizens may submit an application available at the City Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, August 9, 2023. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Michael P. Coakley	Resident, attorney-at-law

Sophie Fierro-Share was appointed to the Board of Ethics on July 14, 2003 and resigned on May 16, 2023. We thank Sophie Fierro-Share for more than 19 years of service to the city.

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

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

To appoint _____ as an alternate member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

To appoint _____ as an alternate member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Board of Ethics

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

Name Nichol P. Coakley Phone 248-321-2001

Residential Address 280 Millrace Rd. Email * COAKLEY@MILLERCANFIELD.COM

Residential City, Zip Birmingham 48009 Length of Residence 1.75 yrs

Business Address M. Her. Canfield Products and Storage P/LC 150 W. Jefferson Ave., Ste 2500 Occupation Lawyer

Business City, Zip Detroit 48226

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied 42 years

List your related employment experience practicing attorney, including Group Leader - Litigation, largest group in firm; 25 years ZBA City of Bloomfield Hills (10+ yrs as Chair); 6 yrs City B. & Commissioner, 1 yr Mayor Pro Tem, 1 yr Mayor, Chair of City Manager & Police Search Committees

List your related community activities 42 years attorney including various leadership positions

List your related educational experience See above + Chair of various Bar Association Committees + Arbitrator for AAA, NASD, NYSE, CBOE, FINRA + Securities Injunction Arbitrator for FINRA; Mediator for Oakland and Wayne County Courts

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

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

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

Signature of Applicant [Signature] Date 7/21/23

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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



BOARD OF ETHICS

Ordinance 1805 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

Ordinance 2378 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

The board shall serve as an advisory body for purposes of interpreting the Code of Ethics. The board consists of three regular members and two alternate members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

Last Name	First Name	Home Business	Appointed	Term Expires
Robb 1533 Pleasant Court	James	(517)712-3469 <i>jamesdrobb55@gmail.com</i>	8/11/2003	6/30/2025
Schrot 1878 Fairway	John	(248) 646-6513 <i>jschrot@berrymoorman.com</i>	7/14/2003	6/30/2024
Vacant			6/26/2023	6/30/2026
Vacant			Alternate Member	6/30/2026
Vacant			Alternate Member	6/30/2026

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Board of Ethics** Year: **2021**
 Members Required for Quorum: **2**

MEMBER NAME	2/15	2/22	3/15	3/29	11/16		Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS									
Sophie Fierro-Share	P	p	p	p	p		5	0	100%
James Robb	P	p	p	p	p		5	0	100%
John Schrot	P	p	p	p	p		5	0	100%
Reserved									
Reserved									
Present or Available	3	3	3	3	3	0			

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

Alexandria Bingham
 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Board of Ethics** Year: **2022**

Members Required for Quorum: **2**

MEMBER NAME	6/15	7/12	8/16	9/22	11/21		Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS									
Sophie Fierro-Share	P	P	P	P	P		5	0	100%
James Robb	P	P	P	P	P		5	0	100%
John Schrot	P	P	P	P	P		5	0	100%
Reserved									
Reserved									
Present or Available	3					0			

- KEY:**
- A** = Member absent
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 - CM** = Meeting canceled for lack of business items

Alexandria Bingham
Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Ethics Year: 2023
 Members Required for Quorum: 2

MEMBER NAME	1/30	3/7	4/18	5/15	6/23		Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS									
Sophie Fierro-Share	P	P	P	P	NA		4	0	100%
James Robb	P	P	P	P	P		5	0	100%
John Schrot	P	P	P	P	P		5	0	100%
Reserved									
Reserved									
Present or Available	3					0			

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

Alexandria Bingham

 Department Head Signature

**1040 Gordon Lane
Birmingham, MI 48009**

May 16, 2023

Ms. Alexandria Bingham
Birmingham City Clerk
151 Martin Street
Birmingham MI 48009

Dear Ms. Bingham:

I am resigning from the Birmingham Board of Ethics, effective immediately. It has been my honor to have been on the Board of Ethics since its very beginning. I wish to thank the City for giving me the opportunity to serve.

A handwritten signature in cursive script, reading "Sophie Fierro-Share", is written over a solid horizontal line.

Sophie Fierro-Share

Sec. 2-325. - Violation, enforcement and advisory opinions.

(a) *Board of ethics.*

- (1) The city commission shall appoint a board of ethics, consisting of three members, as an advisory body for the purpose of interpreting this code of ethics.
- (2) The initial three members of the board of ethics shall be appointed for one-, two-, and three-year terms of office respectively, which shall begin on July 1, 2003. If appointed prior to July 1st, they shall begin their terms of office immediately and their terms shall include the additional time prior to July 1st. Terms of office shall expire on June 30th of the respective years.

Thereafter, all members shall be appointed to three-year terms, beginning July 1, so that only one member's term expires each year. A member shall hold office until his or her successor is appointed. The city commission shall fill a vacancy by an appointment for the unexpired term only.

- (3) The city commission may also appoint not more than two alternate members for the same term as regular members of the board of ethics. An alternate member may be called on a rotating basis to sit as a regular member of the board of ethics in the absence of a regular member, and shall have the same voting rights as a regular member of the board of ethics. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained or recused for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made.
- (4) The board of ethics shall be made up of residents of the city who have legal, administrative or other desirable qualifications.
 - a. The members of the board of ethics shall serve without compensation, and shall not be elected officials, persons appointed to elective office, full-time appointed officials or city employees, nor shall they be currently serving on any other city board or commission.
 - b. The board shall select its own presiding officer from among its members.
 - c. The board shall establish such procedures it deems necessary or appropriate to perform its functions as set forth in this article.

(b) *Functions of the board of ethics.* When there is a question or a complaint as to the applicability of any provision of this code to a particular situation, that question or complaint shall be directed to the board of ethics. It shall then be the function of the board of ethics to conduct hearings and/or issue an advisory opinion, as applicable.

- (1) Hearings. The board of ethics shall follow the following hearing procedure:
 - a.

The board shall, within seven days after any matter is brought to its attention, set a date certain for hearing said matter.

- b. The board shall, at least 28 days before the hearing date, send notice of such hearing, accompanied by a concise statement of the alleged breach of this code of ethics, to any person requested to appear before them, by certified mail, return receipt requested, to addressee only.
 - c. Any person requested to appear before a board of ethics hearing may request one extension for a period not to exceed 28 days. Extensions thereafter will be granted only under extreme circumstances.
 - d. Any person requested to appear before a board of ethics hearing may be accompanied by his or her attorney.
 - e. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.
 - f. All findings of board hearings shall be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (2) Advisory opinions. All advisory opinions so issued shall also be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (3) After the board of ethics' advisory opinions and/or hearing findings have been published:
- a. The city commission shall be responsible for imposing any sanction for a violation of this Code on one of its members or any person appointed by the commission to any city board.
 - b. If it becomes necessary to seek the removal of a city official after the board of ethics' advisory opinion and/or hearing findings, the city shall follow the requirements for removal of a public official in accordance with the laws of the state.
 - c. The city manager shall be responsible for imposing any discipline for a violation of this Code on any employee of the city.

(Ord. No. 1805, 4-28-03; Ord. No. 1810, 5-19-03; Ord. No. 1819, 1-12-04; Ord. No. 2378, 4-25-23)



MEMORANDUM

City Clerk's Office

DATE: August 8, 2023

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Staff Introduction – Deputy City Clerk Anthony Altovilla

We are pleased to announce a new addition to our City Clerk's Office. Please join us in welcoming Anthony Altovilla as our new Deputy City Clerk. Anthony is an experienced government worker with years of experience in nonprofit and public sector work.

Anthony has a BA in psychology from West Virginia University. He joins us after years of work in county government. Anthony has experience with clerical work, record keeping, customer service, and employee training. His experience with various government departments and broad range of skills will be an asset for Birmingham.

Anthony is eager to bring his prior experience to his new role as Deputy City Clerk and take on the new tasks and challenges the position provides. He looks forward to utilizing his customer service skills and prior government work experience to provide excellent service to the citizens of Birmingham.

Please extend a warm welcome to Anthony and support him as he grows in his new position. We are confident that his talents and drive will bring positive impact in the City Clerk's Office as we strive to serve our community and our citizens.

Birmingham City Commission Minutes
July 24, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/848354361>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

City Clerk Bingham called the roll.

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

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, City Engineer Coatta, Senior Planner Cowan, Police Chief Grewe, Police Lieutenant Kearney, City Attorney Kucharek, Human Resources Manager Woods

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

- On Saturday, July 29, 2023 the Police Department will hold its first Open House in conjunction with the Day on the Town event from 10 am to 2 pm. Many services that the department offers will be on display, including State and County law enforcement resources. There will also be a bike rodeo for children covering bike safety. Residents are encouraged to come out and meet their Birmingham Police officers.
- Visit Downtown Birmingham on Saturday, July 29, from 9 a.m. to 5 p.m. for Day On The Town, the biggest and most exciting retail event of the year! Find deeply discounted merchandise from over 60 premium retailers, food trucks, live broadcasts, chalk art displays, kids' activities and more in stores and throughout the streets and sidewalks of Downtown Birmingham. From 1 – 3 p.m., join Meaghan from *Mojo in the Morning* and Channel 95.5, as they broadcast live and hand out free ice cream from the Channel 95.5 Ice Cream Truck.
- Visit the Birmingham Farmers Market on Sunday, August 6, from 9 a.m. - 2 p.m., for the annual Corn Festival! Shop bountiful peak-season produce (including corn picked just hours before the market), farm-fresh eggs, artisan baked goods and more from over 50

vendors. Enjoy live music, fresh-roasted corn, kids' activities including a petting zoo, crafts and a tractor for photo ops!

- Join us at Booth Park on Friday, August 11, for an outdoor movie night featuring the community's choice of Despicable Me. Pre-show entertainment begins at 6:30 p.m.; movie at 7:30 p.m. In the event of inclement weather, movie night will be held the following evening (Saturday).
- Proclamation sending greetings from the City of Birmingham to the mayor and residents of Sarisske Dravce, Slovakia on the occasion of the visit of James W. Suhay, Jr. and family.

Employee Recognition

1. Rachel Matti

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

Peter O'Keefe spoke regarding Melton Road.

David Bloom spoke regarding zoning. Staff briefly responded to Mr. Bloom's comments.

David Lurie and George Dilgard spoke regarding the urban forest in Birmingham.

V. CONSENT AGENDA

07-174-23 Consent Agenda

The following items were pulled from the Consent Agenda:

Commr. Baller: Item G – Parking Ticket Fine Schedule
MPT McLain: Item B – Warrant List - 7/13/2023

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
To approve the Consent Agenda excluding Items B and G.

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

Nays, None

- A. Resolution to approve the City Commission meeting minutes of July 10, 2023
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 20, 2023, in the amount of \$1,310,972.13.
- D. Resolution to approve a special event permit as requested by the DAR Piety Hill Chapter to hold the Veterans Day 2023 Annual Wreath-Laying Ceremony on November 11, 2023

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.

- E. Resolution to approve the Settlement Agreement of July 7, 2023 between the City of Birmingham and BFFA Local 911 for a renewal of the collective bargaining agreement for a term of July 1, 2023 through June 30, 2026, and to authorize staff to execute a collective bargaining agreement consistent with its terms and conditions. Further, to authorize the transfer of the appropriate funds by the Finance Department for these expenditures.
- F. Resolution to amend the fee schedule to increase the following fees for Greenwood Cemetery:

Greenwood Cemetery (126-26)

	Current Fee	Recommended Fee
Grave space accommodating one full burial or three cremations	\$4,000.00	\$6,000.00
Additional Rights of Burial for cremated remains, each	\$750.00	\$1,000.00
Grave space accommodating two cremated remains	\$2,600.00	\$4,000.00
Grave space accommodating one cremated remains	\$1,300.00	\$2,000.00
Administrative fee for transfer of grave ownership	\$200.00	\$400.00

And to make a motion adopting a resolution to release the 88 available graves suitable for burial in the flush rows in Section B, and to direct Greenwood Cemetery Advisory Board to evaluate the fee schedule again for plot costs after 20% of these plots have been sold.

- H. Resolution to set a public hearing date of August 28, 2023 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 245 S. Eton – Big Rock Italian Chophouse.
- I. Resolution to approve the Birmingham City Commission 2024 Meeting Schedule as submitted:

MONTH	DAY	MEETING	LOCATION
January	8	Regular Meeting	Municipal Building
	20 (Sat 8:30 am)	Long Range Planning	Municipal Building
	22	Regular Meeting	Municipal Building
February	5	Regular Meeting	Municipal Building
	12	Regular Meeting	Municipal Building
March	4	Regular Meeting	Municipal Building
	18	Regular Meeting	Municipal Building
April	8	Regular Meeting	Municipal Building
	15	Regular Meeting	Municipal Building
	27 (Sat 8:30 am)	Budget Hearing	Municipal Building
May	6	Regular Meeting	Municipal Building
	20	Regular Meeting	Municipal Building
June	3	Regular Meeting	Municipal Building

	10 24	Joint Commission/Planning Bd. Regular Meeting	DPS Municipal Building
July	8 22	Regular Meeting Regular Meeting	Municipal Building Municipal Building
August	12 26	Regular Meeting Regular Meeting	Municipal Building Municipal Building
September	9 23	Regular Meeting Regular Meeting	Municipal Building Municipal Building
October	7 21 28	Regular Meeting Joint Commission/Planning Bd. Regular Meeting	Municipal Building DPS Municipal Building
November	18 25	Regular Meeting Regular Meeting	Municipal Building Municipal Building
December	9 16	Regular Meeting Regular Meeting	Municipal Building Municipal Building

- J. Resolution to approve a revised three year agreement ending July 1, 2026 with the Birmingham School District for the provision of a full-time School Resource Officer, with all the salary and benefits for this officer to be paid by the Birmingham School District. In addition, to authorize the Mayor and City Clerk to sign the revised agreement on behalf of the City.

07-175-23 Parking Ticket Fine Schedule (Item G)

Commissioner comments were as follows:

- The parking ticket fine schedule had not been reviewed in some time. The different recommendations regarding fines were worthy of Commission discussion;
- It seemed that the board tasked with reviewing this item was being undercut by another board. This could create a precedent where boards would comment on items within the purview of other boards;
- It would be helpful to know why Staff did not follow the APC's fine recommendations;
- The City should consider why people might prefer street parking to deck parking. It might have to do with people's comfort levels with deck parking. If the fines are increased, the parking meters should have signage advising parkers of the changes. The City should avoid a person's experience with the City potentially being a negative one due to parking;
- Other factors influence parking behavior, including factors outside of the City's influence. All three recommendations agreed that the first number of expired meter tickets for an individual should be raised to \$20. The remaining question was when the increase should occur, and how much the increase should be;
- Many factors go into determining parking pricing and enforcement considerations;
- It might be appropriate to go with the recommended, lower fines first to see if they result in parking behavior changes;
- The APC noted that the majority of the violations may be done by merchants, and not by visitors to the City, meaning that the merchants may be taking liberties. A \$20 fine would be commensurate with other local municipalities' fines; and,
- It would be appropriate to make a change to the fines, since they have not been changed in some time, while avoiding a drastic change since it would likely not be well-

received.

PC Grewe and CM Ecker provided background information regarding the item.

MOTION: Motion by Commissioner Host, seconded by Commissioner Schafer:
To amend the City's Fee Schedule as follows:

Parking Offenses & Fines (If paid before 10 days / If paid after 10 days)

Expired meter: First six offenses in calendar year	\$20/\$30
Expired meter: Seven offenses or more in calendar year	\$60/\$70
Handicap zone:	\$175/\$200

And to come back in a year to review the effectiveness of the policy and any change in patterns as discussed.

Commissioner Baller said he would vote no because he appreciated the APC's recommendation.

MPT McLain said she would vote no because there were other variables that should be considered.

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

Nays, MPT McLain
Commissioner Baller

07-176-23 Warrant List - July 13, 2023 (Item B)

MPT McLain noted for the public that a payment was made to the 48th District Court as part of this warrant list.

MOTION: Motion by MPT McLain, seconded by Commissioner Host:
To approve the warrant list, including Automated Clearing House payments, dated July 13, 2023, in the amount of \$2,256,394.69.

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

Nays, None

VI. UNFINISHED BUSINESS

07-177-23 Proposed Ballot Question Regarding Marihuana Ordinance

CA Kucharek, CM Ecker, and the Mayor presented the item. Staff answered informational questions from the Commission.

Commissioner comments were as follows:

- This process would allow the entire voting constituency of Birmingham to advise the Commission on the process;
- The ballot in November 2023 would not have any State or National offices, and would be likely to attract only the most consistent voters;
- It would be necessary to publicize the rationale behind the ballot question as widely as possible; and,
- The Park Bond and Senior Millage offer a template for providing information to the public regarding this question.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig: To direct the City Clerk to submit the ballot wording for the proposed Ordinance Amending the Prohibition of Marihuana Sales to the County Clerk in order for the question to appear on the November 7, 2023 consolidated election:

Ordinance Amending Prohibition of Marihuana Sales

Shall the Birmingham City Code ordinance, Chapter 26 – Businesses, Article XII, which currently prohibits the sale of marihuana in the City of Birmingham, be amended to authorize and allow one (1) medical marihuana facility and one (1) marihuana recreational establishment to operate in the City of Birmingham?

YES or NO.

Commissioner Host said this topic should be decided by Birmingham voters.

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

Nays, None

VII. NEW BUSINESS

07-178-23 Public Hearing - to amend Chapter 126 (Zoning), Article 2, Section 2.27, Article 4, Section 4.46 Table A, Article 5, Section 5.09, and Article 9, Section 9.02 for the B1 Neighborhood Business District

The Mayor opened the public hearing at 8:19 p.m.

SP Cowan presented the item.

Stephon Bagne, attorney, spoke on behalf of the request.

Public Comment

Carol Cholmakjian and Lisa Melota spoke in support of the request.

The Mayor closed the public hearing at 9:02 p.m.

Staff answered informational questions from the Commission.

It was determined that Commissioner Boutros did not have a conflict of interest because while his business is zoned B1, it would not be affected by the potential change under consideration.

Commissioner discussion was as follows:

- This proposed change would help facilitate the creation of neighborhood commercial destinations as recommended in the 2040 Plan;
- It seemed unusual to consider health club/studio uses on a case-by-case basis;
- Other uses in the City are reviewed on a case-by-case basis;
- The B1 zone purpose would aim to provide a balance between businesses and neighborhoods;
- This change aims to be more flexible and clear about uses in the B1 zone, and to address a longstanding vacancy in a B1 location;
- The Commission regulates Special Land Use Permits and it is appropriate that it would take on this additional responsibility to regulate businesses; and,
- This beneficial, proposed change was raised by a petitioner. Other petitioners should be encouraged to do the same.

MOTION: Motion by Commissioner Baller, seconded by MPT McLain:
To move the suggested resolution.

Commissioner Schafer thanked the petitioner and spoke in favor of businesses that bring benefit to the abutting neighborhoods.

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

Nays, None

07-179-23 S. Eton Resurfacing Design

SP Cowan presented the item. Staff answered informational questions from the Commission.

Commissioner comments were as follows:

- Rumble strips and colored concrete would be more appropriate for the bike lanes in order to deter drivers from crossing over. Paint would be insufficient for the task;
- The intersection at Maple needs to be improved for both vehicles and pedestrians. The more that vehicles move towards Maple the more they encroach on the pedestrian crossing area;
- A flashing Stop sign and paint may be appropriate at the Maple intersection, or a No Standing/No Stopping sign with hash marks;
- A lot of thought went into the recommended changes;
- This plan would result in traffic calming along S. Eton; and,
- There would have to be targeted, and initially educational, enforcement to prevent vehicles from stopping and standing in the bike lanes.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host: To approve the reconfiguration of S. Eton Street from Lincoln to Yosemite with Alternative 2 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view.

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

Nays, None

07-180-23 S. Eton Resurfacing Design (Part II)

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Schafer: To approve the reconfiguration of S. Eton Street from 14 Mile to Lincoln Ave with Alternative 1 as recommended by the Multi-Modal Transportation Board and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements.

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

Nays, None

07-181-23 S. Eton Resurfacing Design (Part III)

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To approve the reconfiguration of S. Eton Street from Maple to Villa as recommended by the City staff and indicated in the attached plan view, with the condition that the City of Birmingham receive a TAP Grant to assist in funding the recommended enhancements.

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

Nays, None

07-182-23 S. Eton Resurfacing Design (Part IV)

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To authorize City staff to complete a TAP Grant application in support of the proposed S. Eton resurfacing with additional multi-modal amenities with the funding match amount up to 50 percent as approved in the F.Y. 2023-2024 budget, with Senior Planner Brooks Cowan and Engineering Director Melissa Coatta to act as the representatives on behalf of the City of Birmingham's project development, with the City of Birmingham committing to owning and operating the proposed multi-modal facilities in perpetuity, and for the City of Birmingham to be responsible for all engineering, permits, administration, potential cost overruns, and any non participating items.

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

Nays, None

CM Ecker and the Mayor commended the MMTB, City consultants, and the Planning Staff for being proactive on this item.

07-183-23 YMCA Lease for 400 E. Lincoln Street, Birmingham

CM Ecker presented the item and answered informational questions from the Commission.

MOTION: Motion by MPT McLain, seconded by Commissioner Haig:

To approve a three (3) year Lease Agreement in the amount of \$1 per year allowing the YMCA to continue to provide their services at 400 E. Lincoln Street after the City closes on the purchase of the property, and further to direct the Mayor and City Clerk to sign the Lease Agreement with the YMCA.

Commissioner Haig asked if he could donate his evening's pay towards the YMCA lease.

The Mayor advised the Commissioner that it would be a private arrangement.

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

Nays, None

07-184-23 Michigan Department of Transportation Contract Agreement No. 22-5560

CE Coatta presented the item.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host: To approve Contract No. 22-5560, Control Section M 63051, Job Number 214051CON, between the Michigan Department of Transportation and the City of Birmingham in the amount of \$109,900.00, to charge this expenditure to account number 202.0-316.000-971.0000, and to authorize the Mayor to digitally sign the contract; AND make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2023-2024 budget as follows, as stated.

Commissioner Haig said he was looking forward to seeing a mast arm that costs the same as two police vehicles.

Commissioner Boutros thanked Staff for their work on the item.

The Mayor thanked CM Ecker for her persistence in working with MDOT on this item. The Mayor expressed delight in being able to vote in support of this proposal.

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

Nays, None

**07-185-23 H-Pile Earth Retention System (TERS)
Obstruction Permit Agreement for Right-of-way Occupancy by H Pile**

CA Kucharek presented the item and answered informational questions from the Commission.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the Obstruction Permit Agreement for Right-of-Way Occupancy By H-Pile with Woodward Development, LLC and to accept \$5,000.00 in consideration of allowing a 3-inch encroachment of an H-Pile into the City right-of-way at Daines Street. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

The Mayor said she was impressed that the three-inch encroachment was found and impressed with the as built review process.

A representative from Woodward Development, LLC stated that the three inch encroachment was self-admitted.

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

Nays, None

Commission Items for Future Discussion

07-186-23 Speed Humps

MOTION: Motion by Commissioner Host, seconded by Commissioner Haig:
To put speed remediation efforts on the agenda.

Commissioner Baller said he would support a workshop on speed and cut through mitigation strategies.

In reply to Commissioner Haig, the Mayor said the Commissioner should feel free to share any information he would like included as part of the discussion.

Commissioner Baller supported the item be a workshop instead of an agenda item.

VOICE VOTE: Ayes, Commissioner Host
Mayor Longe
Commissioner Haig
Commissioner Boutros

Commissioner Schafer
MPT McLain

Nays, Commissioner Baller

The Mayor said Staff could recommend the topic be handled as a workshop item.

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

07-187-23 Regarding Trucks on Melton & Additional Letter - Diane Roach Smith

MOTION: Motion by Mayor Longe, seconded by Commissioner Host:
To include that entire body of correspondence in the minutes for this evening as she has requested.

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

Nays, None

X. REPORTS

A. Commissioner Reports

MPT McLain reported back from MML's Live with the League.

B. Commissioner Comments

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

D. Legislation

E. City Staff

1. City Manager's Report

CM Ecker presented the report.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 10:38 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

Large single and double tandem trucks using Melton

1 message

'Diane Smith' via City Commission <city-commission@bhamgov.org>

Mon, Jul 17, 2023 at 8:16 AM

Reply-To: Diane Smith <dianesmith5912@yahoo.com>

To: "jecker@bhamgov.org" <jecker@bhamgov.org>, "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Dear City Manager,

I would like to bring to your attention an on going issue with commercial development TRUCKS driving on Melton.

Please see the attached photos. These are trucks that are loaded with dirt and or gravel.

The white double tandem came a couple times.

The red truck made at least 6 tips this past Saturday July 15th. They are all trucks associated with the building of the new restaurant Lincoln Yard.

I am requesting that a sign be posted at Melton and 14 mile that states; NO THRU TRUCKS.

Our street is already a heavily traveled route for cut throughs. Many pedestrian's walk in the area with dogs and children going to Kenning park and the Swim Club.

Melton is not a street Huge Commercial Trucks should be using. It is unsafe, and the wear is very bad for our roads and infrastructure. The wear and tear results are a burden on the residents and that should never be a cost residents should have to bear.

Commercial developers need to be aware that they cannot drive on our residential roads.

I would like this letter be a part of public record and put on the agenda for the next meeting.

Diane Roach Smith

1494 E Melton

--

You received this message because you are subscribed to the Google Groups "City Commission" group.

To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/PH7PR11MB6860B401AE42EE0EE368F31DA83BA%40PH7PR11MB6860.namprd11.prod.outlook.com>.

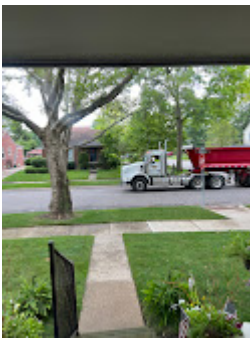
6 attachments



IMG_4172.jpeg
3750K



IMG_4199.jpeg
4266K



IMG_4309.jpeg
5312K



IMG_4306.jpeg
6138K



IMG_4310.jpeg
3886K



IMG_4311.jpeg
2376K

Fwd: Commercial Vehicles On Melton

3 messages

Jana Ecker <jecker@bhamgov.org>

To: City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>

FYI

Begin forwarded message:

From: Scott Grewe <Sgrewe@bhamgov.org>
Date: July 18, 2023 at 8:22:05 AM EDT
To: Diane Smith <dianesmith5912@yahoo.com>
Cc: Jana Ecker <jecker@bhamgov.org>
Subject: Commercial Vehicles On Melton

Ms. Smith,

Thank you for contacting the city to address the issue of commercial motor vehicles on your street. S. Eton from Lincoln to 14 Mile is a posted no thru truck area. Commercial vehicles are supposed to head north on S. Eton to Maple providing access to the commercial area of S. Eton while avoiding the residential streets. We will be discussing the issue with the contractor for the work site to gain compliance from the different drivers that are accessing this project. Additionally, we will have officers provide extra enforcement in this area to address those who are not aware of the proper route or continue to use this alternative. Also, I wanted to make you aware of our online reporting system where you can notify of the city of your concerns called govalert. I have copied a link below to the city's website regarding this program

https://www.bhamgov.org/residents/citizen_request.php

If you have any questions please let me know.

Regards,
Chief Grewe

From: Diane Smith <dianesmith5912@yahoo.com>
Date: July 17, 2023 at 8:16:56 AM EDT
To: jecker@bhamgov.org, city-commission@bhamgov.org
Subject: Large single and double tandem trucks using Melton

Dear City Manager,

I would like to bring to you attention an on going issue with commercial development TRUCKS driving on Melton.

Please see the attached photos. These are trucks that are loaded with dirt and or gravel.

The white double tandem came a couple times.

The red truck made at least 6 tips this past Saturday July 15th. They are all trucks associated with the building of the new restaurant Lincoln Yard.

I am requesting that a sign be posted at Melton and 14 mile that states; NO THRU TRUCKS.

Our street is already a heavily traveled route for cut throughs. Many pedestrian's walk in the are with dogs and children going to Kenning park and the Swim Club.

Melton is not a street Huge Commercial Trucks should be using. It is unsafe, and the weigh is very bad for our roads and infrastructure. The wear and tear results are a burden

Commercial developers need to be aware that they cannot drive on our residential roads.

I would like this letter be a part of public record and put on the agenda for the next meeting.

Diane Roach Smith

1101 E Main

--
Scott A. Grewe
Chief of Police
Birmingham Police Department
151 Martin St.
Birmingham, MI. 48009
Dispatch: (248) 644-3405
Office: (248) 530-1867



Important Note to Residents
Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/7D4DC12F-EBDE-44F9-BBEF-4BE4C57E0669%40bhamgov.org>.

'Diane Smith' via City Commission <city-commission@bhamgov.org>
Reply-To: Diane Smith <dianesmith5912@yahoo.com>
To: Scott Grewe <Sgrewe@bhamgov.org>
Cc: city-commission@bhamgov.org

Tue, Jul 18, 2023 at 3:07 PM

Thank you Chief for the reply,

At 14 mile and Pennistone there is a no thru truck sign as well as Eton. Going south on Eton No thru truck at Lincoln and on Eton. Both of these situations create the reasons for the Commercial Traffic driving on Melton. I am still making a request that No Thru Truck signs be posted at 14 and Melton and at Eton and Melton. We have 3 different schools impacted off of Melton and we need all the help we can get to stop some of the traffic flow on our Street. If it is posted that Trucks are not supposed to be on Melton hopefully they wont use the Street. If there is nothing Posted, the truck see no reason why not to save time and cut thru. I am hoping this is a reasonable request.

[Quoted text hidden]

[Quoted text hidden]

To view this discussion on the web visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/27FA7A5C-D389-461B-9B43-13EC5016EADB%40yahoo.com>.

Scott Grewe <Sgrewe@bhamgov.org>
To: Diane Smith <dianesmith5912@yahoo.com>
Cc: city-commission@bhamgov.org

Tue, Jul 18, 2023 at 3:20 PM

Thank you for the following information. I will request that our traffic engineering consultants take a look at this situation and provide a recommendation based on your request. We will contact you once they have had an opportunity to review the situation. In the meantime, if you have any questions or concerns please do not hesitate to contact me.

Thank you,
Chief Grewe

[Quoted text hidden]

To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAEtLChaGHe%3DpVetGriPNfOUvoOoNSO3uBx_caw1CwACx52GBg%40mail.gmail.com.

City of Birmingham
Warrant List Dated 07/27/2023

Meeting of 08/14/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
293321		006638	ACTION MAT & TOWEL RENTAL, INC	40.00
293322		008106	ACUSHNET COMPANY	821.85
293323		006759	AT&T	232.12
293324	*	006759	AT&T	805.21
293325		006759	AT&T	486.17
293326		003703	AT&T MOBILITY	962.71
293327	*	004027	AUTOMATED BENEFIT SVCS INC	32,950.81
293328	*	009634	BEARING SERVICE	773.57
293329		003526	BOUND TREE MEDICAL, LLC	753.28
293330		003907	CADILLAC ASPHALT, LLC	1,060.50
293331	*	009078	CANON SOLUTIONS AMERICA INC	97.63
293332	*	007774	COMCAST BUSINESS	2,495.36
293333	*	000627	CONSUMERS ENERGY	340.45
293334	*	BDREFUND	CUTLER, DOUGLAS	300.00
293335	*	000179	DTE ENERGY	1,150.20
293336	*	000179	DTE ENERGY	22.05
293337	*	000180	DTE ENERGY	9,494.73
293338		004493	ELITE IMAGING SYSTEMS, INC	1,245.51
293339	*	003942	ENABLEPOINT, INC	3,269.00
293340	*	009613	FEDEWA INC	194,900.00
293341		009268	FULL MORTISE	7,040.00
293342	*	009671	GEORGE G MORRIS	2,500.00
293343	*	004604	GORDON FOOD	387.06
293344	*	005103	GORNO FORD, INC.	51,902.00
293345	*	008007	GREAT LAKES WATER AUTHORITY	8,174.93
293346	*	006666	GRID 4 COMMUNICATIONS INC.	231.29
293347		000249	GUARDIAN ALARM	211.58
293348	*	001956	HOME DEPOT CREDIT SERVICES	971.48
293349	*	007211	HOME DEPOT CREDIT SERVICES	46.20
293350		001090	INGRAM LIBRARY SERVICES	1,118.60
293351		003366	JOE'S ARMY NAVY	1,625.00
293352		009709	KEN HITCHCOCK	70.17
293353		004088	KGM DISTRIBUTORS INC	302.00
293354	*	000362	KROGER COMPANY	57.90
293355		000797	THE LIBRARY NETWORK	1,940.21
293356		009663	MACQUEEN EQUIPMENT, LLC	370.27
293357	*	007273	MAINSTREET SOUL LLC	1,800.00
293358		000888	MCKENNA ASSOCIATES INC	10,960.00
293359	*	009085	MGSE SECURITY LLC	1,415.00
293360		000230	MIKE SAVOIE CHEVROLET INC	181.50
293361		007163	MOBILE HEALTH RESOURCES	1,632.20
293362	*	MISC	NANCY DEANGELIS	40.00

City of Birmingham

Warrant List Dated 07/27/2023

Meeting of 08/14/2023

Check Number	Early Release	Vendor #	Vendor	Amount
293363	*	009478	ODP BUSINESS SOLUTIONS, LLC	148.96
293364		008669	OHM ADVISORS INC	1,481.50
293365	*	009698	PCI INDUSTRIES, INC	116,303.88
293366		006625	PTS COMMUNICATIONS, INC	78.00
293367	*	007797	QUADIENT LEASING USA, INC.	452.97
293368		005996	RON TURLEY ASSOCIATES, INC.	4,812.75
293369	*	000218	ROYAL OAK P.D.Q. LLC	50.00
293370		MISC	SARA NYMAN	43.99
293371		007697	SAVE THE MOMENT	99.00
293372	*	006590	SECURE DOOR, LLC	159.00
293373		007907	SP+ CORPORATION	4,397.00
293373	*	007907	SP+ CORPORATION	10,300.00
293374		000260	SPARTAN DISTRIBUTORS INC	700.31
293375	*	005351	STATE OF MICHIGAN	21,358.49
293376	*	009670	STEVE TRUDELL ENTERTAINMENT LLC	2,700.00
293377		000286	TARGET SPECIALTY PRODUCTS	325.00
293378		000275	TIRE WHOLESALERS CO INC	117.02
293379		007587	TRI-COUNTY AQUATICS, INC.	3,600.00
293380		004379	TURNER SANITATION, INC	150.00
293380	*	004379	TURNER SANITATION, INC	1,150.00
293381		007226	VALLEY CITY LINEN, INC	250.17
293382	*	000293	VAN DYKE GAS CO.	87.60
293383	*	000158	VERIZON WIRELESS	89.76
293384	*	000158	VERIZON WIRELESS	365.38
293385	*	000158	VERIZON WIRELESS	867.15
293386		000158	VERIZON WIRELESS	98.14
293387	*	009498	CARL WILK	850.00
SUBTOTAL PAPER CHECK				\$516,214.61

ACH TRANSACTION

8644	*	002284	ABEL ELECTRONICS INC	970.00
8645	*	000517	BEIER HOWLETT P.C.	19,237.05
8646	*	007345	BEVERLY HILLS ACE	135.18
8647	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,770,560.50
8648		009183	BOB ADAMS TOWING	281.00
8649		000605	CINTAS CORPORATION	184.27
8650		000605	CINTAS CORPORATION	27.63
8651		000605	CINTAS CORPORATION	356.87
8652		001750	COMERICA BANK	1,470.58
8652		001750	COMERICA BANK	303,995.09
8653		003176	COMERICA BANK - RHC	739.83
8653		003176	COMERICA BANK - RHC	98,930.19
8654		002668	CONTRACTORS CLOTHING CO	683.72
8655		001367	CONTRACTORS CONNECTION INC	1,232.85

City of Birmingham
Warrant List Dated 07/27/2023

Meeting of 08/14/2023

Check Number	Early Release	Vendor #	Vendor	Amount
8656	*	009195	CROWN CASTLE FIBER LLC	4,498.75
8657	*	000565	DORNBOS SIGN & SAFETY INC	380.03
8658		001230	FIRE SYSTEMS OF MICHIGAN LLC	374.50
8659		000261	J.H. HART URBAN FORESTRY	18,916.63
8660	*	002576	JAX KAR WASH	92.00
8661		009249	JCC CREATIVE LLC	950.00
8662		009298	JCR SUPPLY INC	560.35
8663	*	003458	JOE'S AUTO PARTS, INC.	615.99
8664	*	005550	LEE & ASSOCIATES CO., INC.	665.50
8665		002013	MIDWEST TAPE	1,628.94
8666		008336	NBS COMMERCIAL INTERIORS	792.00
8667		001194	NELSON BROTHERS SEWER	145.00
8668	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	3,206,661.05
8669	*	002767	OSCAR W. LARSON CO.	889.00
8670	*	008269	PREMIER SAFETY	350.00
8671	*	003554	RKA PETROLEUM	1,520.19
8672	*	000478	ROAD COMM FOR OAKLAND CO	2,351.87
8673	*	001181	ROSE PEST SOLUTIONS	158.00
8674	*	009301	SECURE-CENTRIC INC	3,024.00
8675	*	003785	SIGNS-N-DESIGNS INC	285.00
8676	*	009577	SYMPHONY WISE	308.00
8677		002088	WM. CROOK FIRE PROTECTION CO.	914.38
8678	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	8,233.69
8679	*	000517	BEIER HOWLETT P.C.	37,635.00
SUBTOTAL ACH TRANSACTION				\$5,490,754.63
GRAND TOTAL				\$6,006,969.24

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



Mark Gerber
 Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 08/03/2023

Meeting of 08/14/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
293389	*	006965	7UP DETROIT	245.60
293390		BDREFUND	ACTION CONSTRUCTION	900.00
293391		008106	ACUSHNET COMPANY	59.00
293392		BDREFUND	ADVANCED RENOVATIONS INC	500.00
293393		009699	ADVANCED VETERINARY MEDICAL CENTER	795.90
293394		BDREFUND	AIELLO EXTERIORS	200.00
293395		BDREFUND	ALLIED SIGNS INC	300.00
293396		BDREFUND	ALLIED SIGNS, INC	200.00
293397		BDREFUND	ALLIED SIGNS, INC.	100.00
293398		BDREFUND	ALPINE CONSTRUCTION INC	1,400.00
293399		MISC	ALTIN ZALOSH NJA	217.75
293400	*	009393	AMANDA MCBRIDE	500.00
293401		BDREFUND	AMERICAN POOL SERVICE INC	300.00
293402	*	TAXMISC	ANDREW TURKO & CHRISTOPHER MIKULA	2,439.24
293403	*	TAXMISC	ANN GORDON	697.73
293404		BDREFUND	ANTHONY CONTRACTING	100.00
293405	*	006759	AT&T	3,221.94
293406		009609	BALIAN LEGAL, PLC	300.00
293407		001122	BOB BARKER CO INC	13.05
293408		009568	BEDROCK EXPRESS LTD	564.60
293409		BDREFUND	BIRMINGHAM PLBG CO INC	1,000.00
293410		BDREFUND	BRICKWORKS PROPERTY RESTORATION	200.00
293411	*	006520	BS&A SOFTWARE, INC	5,233.00
293412		BDREFUND	BYRON, COREY	100.00
293413		003907	CADILLAC ASPHALT, LLC	1,031.22
293414		BDREFUND	CAITLIN E ROSSO TRUST AGREEMENT	100.00
293415		009078	CANON SOLUTIONS AMERICA INC	12,219.00
293416	*	003904	CAPITAL ONE BANK	8,358.76
293417		007732	CAPITAL TIRE, INC.	1,440.00
293418		BDREFUND	CAPPUSO BUILDING LLC	900.00
293419	*	000444	CDW GOVERNMENT INC	3,750.00
293420		000902	CENGAGE LEARNING INC	149.55
293421	*	001086	RYAN KATZ	177.51
293422	*	001086	RYAN KATZ	630.44
293423		BDREFUND	CIVIL PRO LLC	500.00
293424		008006	CLEAR RATE COMMUNICATIONS, INC	1,640.32
293425		002234	CMP DISTRIBUTORS INC	45.70
293426		BDREFUND	COASTAL DESIGN & BUILD	1,150.00
293427		007774	COMCAST BUSINESS	1,312.13
293428	*	000627	CONSUMERS ENERGY	1,505.88
293429		BDREFUND	COUNTRYSIDE CONSTRUCTION COMPANY, I	200.00
293430		BDREFUND	CREGGER SERVICES INC	1,000.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
293431		BDREFUND	daniel shane	1,460.00
293432		MISC	DAVID BRETHEN	217.75
293433	*	009713	DENNY'S HEATING, COOLING & REFRIDGE	311.50
293434		001555	DIXON ENGINEERING INC	14,000.00
293435		009073	DORSEY EMERGENCY MEDICAL ACADEMY	120.00
293436	*	000179	DTE ENERGY	36.46
293437	*	000179	DTE ENERGY	22.71
293438	*	000179	DTE ENERGY	10,125.43
293439	*	000179	DTE ENERGY	150.00
293440	*	000179	DTE ENERGY	390.59
293441	*	000179	DTE ENERGY	14.89
293442	*	000179	DTE ENERGY	1,214.99
293443	*	000179	DTE ENERGY	36.14
293444	*	000179	DTE ENERGY	15.72
293445	*	000179	DTE ENERGY	17.49
293446	*	000179	DTE ENERGY	871.95
293447	*	000179	DTE ENERGY	22.86
293448		008164	GARY EISELE	71.40
293449		BDREFUND	EMERY DESIGN & BUILD	200.00
293450		BDREFUND	Executive Landscaping Inc	300.00
293451		BDREFUND	FAIRPLAY HOME MAINTENANCE	200.00
293452		000585	FARMINGTON COMM. LIBRARY	4,500.00
293453	*	009613	FEDEWA INC	70,100.00
293454	*	009315	FIRST NATIONAL BANK OF OMAHA	59.95
293455		BDREFUND	GGA SERVICES LLC	1,000.00
293456		BDREFUND	GITTLEMAN CONSTRUCTION INC.	200.00
293457	*	004604	GORDON FOOD	1,606.50
293458		009275	GREAT LAKES COCA-COLA DISTRIBUTION	318.72
293459		BDREFUND	GREAT LAKES LANDSCAPE DESIGN, INC	100.00
293460		006346	HARRELL'S LLC	366.68
293461		BDREFUND	HINES, THOMAS	300.00
293462	*	001956	HOME DEPOT CREDIT SERVICES	585.16
293463		000342	IBS OF SE MICHIGAN	824.35
293464		001090	INGRAM LIBRARY SERVICES	3,639.19
293465		BDREFUND	JFK INVESTMENT COMPANY LLC	300.00
293466		BDREFUND	JOHN LINDSAY MAYER LANDSCAPE ARCHIT	100.00
293467		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	200.00
293468	*	009403	JUSTIN ZAYID	600.00
293469		002599	KIRTLAND COMMUNITY COLLEGE	405.00
293470	*	002659	CHRISTOPHER KOCH	801.07
293471		MISC	LAFONTAINE CHRYSLER	41,723.00
293472		BDREFUND	LAMARCO HOMES LLC	3,000.00
293473	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
293474	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	600.00
293475		008518	LERMA, INC	169.00
293476		000284	LESLIE ELECTRIC COMPANY	239.28
293477		BDREFUND	LIVE WELL CUSTOM HOME LLC	3,400.00
293478		BDREFUND	LL CUSTOM CONTRACTING OF MICHIGAN	2,000.00
293479		BDREFUND	LMB PROPERTIES LLC	6,400.00
293480		BDREFUND	MAINSTREET DESIGN & BUILD	500.00
293481		BDREFUND	MC ARDLE, JEFFREY D	500.00
293482		MISC	MEAGAN TESSLER	12.41
293483		BDREFUND	MEJER, CLIFFORD	100.00
293484		BDREFUND	MELDRUM LANDSCAPE CONSTRUCTION	100.00
293485		BDREFUND	MERRILLWOOD BUILDING LLC	200.00
293486		MISC	MICHAEL MCINERNEY	277.75
293487		000230	MIKE SAVOIE CHEVROLET INC	26.80
293488		008319	MKSK INC	7,044.66
293489		BDREFUND	MOORE ROOFING	200.00
293490		BDREFUND	N.C. CEMENT	100.00
293491		BDREFUND	NEST CONSTRUCTION	100.00
293492		MISC	NINA MIVCIC	9.71
293493		008687	NORTH BREATHING AIR, LLC	1,120.48
293494		BDREFUND	NOSAN VENTURES LLC	500.00
293495		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
293496		002853	OAKLAND COMMUNITY COLLEGE	3,000.00
293497		004370	OCCUPATIONAL HEALTH CENTERS	738.00
293497	*	004370	OCCUPATIONAL HEALTH CENTERS	559.00
293498	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,186.14
293499		008669	OHM ADVISORS INC	5,453.00
293500		009702	PACE SYSTEMS, INC.	4,800.00
293501		BDREFUND	PETRUCCI WOODWARD LLC	100.00
293502	*	009614	PROGRESSIVE PLUMBING SUPPLY CO	138.66
293503		004137	R & R FIRE TRUCK REPAIR INC	153.69
293504		BDREFUND	R T CONSTRUCTION INC	200.00
293505	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
293506	*	MISC	RAPHAELA FODALE	10.00
293507	*	UBREFUND	ROOVERS, ELISA	3,437.94
293508		BDREFUND	ROTO ROOTER	618.92
293509	*	007265	SAFETY KING, INC.	2,500.00
293510		BDREFUND	SALLES-MINGELS, SANDRA	100.00
293511		BDREFUND	SALON TORO LLC	200.00
293512	*	002806	SAM'S CLUB/SYNCHRONY BANK	388.63
293513		BDREFUND	SCHOENHERR HOMES LLC	100.00
293514	*	009716	SECURA INSURANCE COMPANY	4,028.00
293515		009548	SHARE CORPORATION	222.13

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Check Number	Early Release	Vendor #	Vendor	Amount
293516		003483	SHERWIN WILLIAMS COMPANY	101.33
293517	*	009009	SIGNATURE CLEANING LLC	4,937.99
293518	*	MISC	SUSAN CLAY	37.00
293519		BDREFUND	SWARTZ BUILDERS CO	200.00
293520		007503	SYDNEY SOLUTIONS LLC	299.00
293521		000286	TARGET SPECIALTY PRODUCTS	1,060.00
293522		BDREFUND	TEMPLETON BUILDING COMPANY	200.00
293523		MISC	THAT'S GREAT NEWS	237.00
293524		BDREFUND	TIR EQUITIES LLC	10,000.00
293525		BDREFUND	TITAN CEMENT CONSTRUCTION LLC	100.00
293526		BDREFUND	TOCCO & MANNINO LANDSCAPING	100.00
293527		009552	TRAFFIC & SAFETY CONTROL SYSTEMS	508.00
293528	*	000293	VAN DYKE GAS CO.	87.60
293529	*	000158	VERIZON WIRELESS	147.21
293530	*	000158	VERIZON WIRELESS	49.07
293531		BDREFUND	WEATHERGARD WINDOW CO INC	500.00
293532		001490	WEST SHORE FIRE INC	697.06
293533		008408	WISS, JANNEY, ELSTNER ASSOC. INC	12,320.00
293534		007620	WJE-WISS, JANNEY, ELSTNER ASSOC. INC	19,780.00
293535	*	000309	ZEP SALES AND SERVICE	729.23
293536	*	008902	ZORO TOOLS, INC.	46.51
SUBTOTAL PAPER CHECK				\$321,137.87

ACH TRANSACTION

8716		009126	AMAZON CAPITAL SERVICES INC	197.51
8717	*	009126	AMAZON CAPITAL SERVICES INC	68.00
8718	*	009126	AMAZON CAPITAL SERVICES INC	103.45
8719	*	009383	BATTI LAW PLLC	300.00
8720	*	000517	BEIER HOWLETT P.C.	412.50
8721		000518	BELL EQUIPMENT COMPANY	5,875.09
8722	*	007345	BEVERLY HILLS ACE	114.34
8723		006683	BIRMINGHAM LAWN MAINTENANCE, INC	20,273.00
8723	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	2,249.00
8724	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,925.92
8725		009183	BOB ADAMS TOWING	278.10
8726		007875	CANFIELD EQUIPMENT SERVICE INC.	1,010.00
8727	*	009396	CECILIA QUIRINDONGO BAUNSOE	900.00
8728	*	009122	CLAIRE CHUNG	230.00
8729		000605	CINTAS CORPORATION	228.11
8730		000605	CINTAS CORPORATION	38.82
8731		002668	CONTRACTORS CLOTHING CO	1,147.24
8732	*	000565	DORNBOS SIGN & SAFETY INC	550.18
8733		001063	EASTMAN FIRE PROTECTION INC	227.37
8734	*	007807	G2 CONSULTING GROUP LLC	8,266.81

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Check Number	Early Release	Vendor #	Vendor	Amount
8735	*	000592	GAYLORD BROS., INC	430.83
8736	*	007099	GRANICUS, INC.	14,231.00
8737	*	001672	HAYES PRECISION INC	90.00
8738	*	009382	HB LAW, PLLC	300.00
8739		000331	HUBBELL ROTH & CLARK INC	107,552.49
8740	*	009390	IDUMESARO LAW FIRM, PLLC	1,190.00
8741	*	008851	INSIGHT INVESTMENT	5,897.96
8742	*	000261	J.H. HART URBAN FORESTRY	3,752.50
8743	*	003458	JOE'S AUTO PARTS, INC.	227.22
8744	*	000891	KELLER THOMA	330.00
8745	*	009392	LAMB LEGAL CONSULTING SERVICES	600.00
8746	*	009385	LAW OFFICE OF MICHAEL J. DICK	300.00
8747	*	009398	MARCIA C ROSS PC	1,080.00
8748		002013	MIDWEST TAPE	1,240.73
8749		000462	MOTOR CITY INDUSTRIAL	37.55
8750		008336	NBS COMMERCIAL INTERIORS	1,157.50
8751		001194	NELSON BROTHERS SEWER	437.00
8752	*	007755	NETWORK SERVICES COMPANY	1,041.26
8753		009276	NEWTONS SOLUTIONS LLC	2,450.00
8754		001864	NOWAK & FRAUS ENGINEERS	40,474.90
8755	*	006359	NYE UNIFORM COMPANY	297.00
8756	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	8,017.51
8757	*	002767	OSCAR W. LARSON CO.	1,247.52
8758	*	006853	PAUL C SCOTT PLUMBING INC	299.50
8759	*	006027	PENCHURA, LLC	253.00
8760		006729	QUENCH USA INC	24.72
8761	*	003554	RKA PETROLEUM	13,368.17
8762	*	001181	ROSE PEST SOLUTIONS	50.00
8763		008711	VOLVIK USA	151.71
8764	*	009687	WAGeworks, INC.	105.00
8765	*	009379	YELLOW DOOR LAW	3,234.00
8766	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	2,421.76
SUBTOTAL ACH TRANSACTION				\$257,686.27

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Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$578,824.14

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
293537		005430	21ST CENTURY MEDIA- MICHIGAN	701.25
293538	*	000855	48TH DISTRICT COURT	279.00
293539	*	006965	7UP DETROIT	267.00
293540		003708	AIRGAS USA, LLC	299.37
293541	*	006686	ALLTRONICS SYSTEMS LTD	144.00
293542		000161	ALPHA PSYCHOLOGICAL SERVICES PC	1,550.00
293543		009260	ARCHIVESOCIAL INC	5,988.00
293544		000500	ARTECH PRINTING INC	116.00
293545		008988	ASTI ENVIRONMENTAL	855.00
293546	*	009358	BEASLEY MEDIA GROUP, LLC	5,000.00
293547		006782	BIBLIOTHECA, LLC	2,639.79
293548		003526	BOUND TREE MEDICAL, LLC	837.28
293549	*	009714	BRITTEN, INC.	1,895.00
293550	*	006520	BS&A SOFTWARE, INC	205.00
293551	*	003786	C & G PUBLISHING INC.	4,570.70
293552		003907	CADILLAC ASPHALT, LLC	103.50
293553	*	009078	CANON SOLUTIONS AMERICA INC	11,037.26
293554		007732	CAPITAL TIRE, INC.	900.00
293555	*	MISC	CAROL ANN OWENS	350.00
293556		009597	CAROL BACAK-EGBO	600.00
293557		009719	CASPER'S TRUCK EQUIPMENT	737.41
293558	*	000627	CONSUMERS ENERGY	265.30
293559		009656	CORBIN DESIGN, INC	5,612.50
293560		003923	CUMMINS BRIDGEWAY LLC	133.08
293561		009309	DEALER AUTO PARTS	218.97
293562	*	000179	DTE ENERGY	22.20
293563	*	000179	DTE ENERGY	2,478.36
293564	*	000179	DTE ENERGY	166.27
293565	*	000179	DTE ENERGY	471.24
293566	*	000179	DTE ENERGY	9,637.68
293567	*	000179	DTE ENERGY	1,653.10
293568	*	000179	DTE ENERGY	4,087.38
293569	*	000179	DTE ENERGY	2,395.91
293570		000179	DTE ENERGY	26.86
293571	*	000179	DTE ENERGY	35.39
293572	*	000179	DTE ENERGY	18.34
293573	*	000179	DTE ENERGY	188.28
293574	*	000179	DTE ENERGY	806.30
293575	*	000179	DTE ENERGY	322.14
293576	*	000179	DTE ENERGY	1,382.17
293577	*	000179	DTE ENERGY	80.42
293578	*	000179	DTE ENERGY	224.18

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Check Number	Early Release	Vendor #	Vendor	Amount
293579	*	000179	DTE ENERGY	1,784.79
293580	*	000180	DTE ENERGY	49,364.76
293581		006090	DYNAMIC SYSTEMS, INC.	5,300.00
293582	*	009575	EAGLE SECURITY & LIFE SAFETY, INC	200.00
293583		002460	EASTERN MICHIGAN UNIVERSITY	1,750.00
293584	*	008574	DENNIS FARAC	200.00
293585		001223	FAST SIGNS	350.73
293586		004514	FEDEX OFFICE	28.68
293587	*	TAXMISC	FRANCIS PALLISCHECK	885.50
293588	*	MISC	GENESYS EMS EDUCATION	3,789.00
293589	*	004604	GORDON FOOD	1,443.09
293590		001531	GUNNERS METER & PARTS INC	2,637.00
293591	*	TAXMISC	HELEN F TRENDOWSKI TRUSTEE	12.37
293592		007339	HIGHEST HONOR, INC	1,331.00
293593	*	001956	HOME DEPOT CREDIT SERVICES	420.29
293594		000948	HYDROCORP	1,381.00
293595	*	009259	IHEART MEDIA	4,499.99
293596		009551	INTERMEDIA. NET INC	755.20
293597	*	009559	JENETTE MAITZ	1,300.00
293598		008775	JOHNSON SIGN CO. INC	19,200.00
293599		004088	KGM DISTRIBUTORS INC	820.00
293600	*	005049	SHEILA C. LANDIS	250.00
293601	*	005049	SHEILA C. LANDIS	250.00
293602		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
293603	*	009350	LITTLE GUIDE LLC	1,500.00
293604		002648	MARC DUTTON IRRIGATION INC	1,918.75
293605		008793	MERGE MOBILE, INC.	146.00
293606	*	TAXMISC	MICHELLE BROWN & SARGAM PATEL	291.90
293607		007479	MICHIGAN BREAD BAKERY	60.50
293608		009717	MICHIGAN GOLF COURSE SUPERINTENDENT	150.00
293609		009630	MIDWAY CLEANING CO, LLC	800.00
293610		000230	MIKE SAVOIE CHEVROLET INC	714.48
293611	*	007744	MOHAMED F. CHAMMAA	108.08
293612		004370	OCCUPATIONAL HEALTH CENTERS	670.00
293612	*	004370	OCCUPATIONAL HEALTH CENTERS	1,255.00
293613	*	009700	PARTY ANIMALS, INC.	487.50
293614		003629	PREMIUM AIR SYSTEMS INC	167.00
293615		009666	RAM CONSTRUCTION SERVICES OF MICHIG	7,060.00
293616	*	009710	ROBERT STEPHEN SKON	200.00
293617	*	002806	SAM'S CLUB/SYNCHRONY BANK	37.94
293618		009601	SCNS INC	195.20
293619	*	006590	SECURE DOOR, LLC	159.00
293620	*	009282	SEEN MEDIA GROUP	630.00

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
293621	*	007907	SP+ CORPORATION	500.00
293622		000260	SPARTAN DISTRIBUTORS INC	3,064.05
293623		004544	STRYKER SALES CORPORATION	16.01
293624	*	007781	SWANK MOTION PICTURES, INC	1,405.00
293625	*	009712	THE MICHAELS COMPANIES	66.72
293626	*	MISC	TIM DAVIS	25.00
293627		000275	TIRE WHOLESALERS CO INC	331.62
293628	*	004379	TURNER SANITATION, INC	1,300.00
293629		007226	VALLEY CITY LINEN, INC	73.50
293630	*	000293	VAN DYKE GAS CO.	58.40
293631	*	000158	VERIZON WIRELESS	862.29
293632	*	000158	VERIZON WIRELESS	298.50
293633	*	000158	VERIZON WIRELESS	152.04
293634		MISC	WE THE PEOPLE OPPORTUNITY FARM	200.00
293635		001490	WEST SHORE FIRE INC	229.70
293636		004512	WOLVERINE POWER SYSTEMS	245.00
SUBTOTAL PAPER CHECK				\$192,734.21
<u>ACH TRANSACTION</u>				
8771	*	000282	APOLLO FIRE EQUIPMENT	703.41
8772	*	001357	ART/DESIGN GROUP LTD	1,435.00
8773	*	000517	BEIER HOWLETT P.C.	363.00
8774	*	000518	BELL EQUIPMENT COMPANY	2,462.55
8775	*	007345	BEVERLY HILLS ACE	89.19
8776		006683	BIRMINGHAM LAWN MAINTENANCE, INC	646.00
8777	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,889,819.72
8778	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	113.25
8779		009183	BOB ADAMS TOWING	579.25
8779	*	009183	BOB ADAMS TOWING	85.00
8780		008545	JAIMI BROOK	31.92
8781		000605	CINTAS CORPORATION	181.89
8782	*	000605	CINTAS CORPORATION	147.68
8783		000605	CINTAS CORPORATION	38.82
8784	*	000605	CINTAS CORPORATION	118.01
8785	*	008044	CLUB PROPHET	554.00
8786	*	009713	DENNY'S HEATING, COOLING & REFRIDGE	206.50
8787	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	606.86
8788		009515	KAMERON DIMITRY	259.38
8789	*	000565	DORNBOS SIGN & SAFETY INC	861.68
8790	*	006528	DOWNTOWN PUBLICATIONS INC	328.00
8791		001077	DUNCAN PARKING TECH INC	6,393.15
8792		003801	JANA ECKER	500.00
8793	*	000243	GRAINGER	615.54
8794		000261	J.H. HASTON URBAN FORESTRY	25,740.17

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
8794	*	000261	J.H. HART URBAN FORESTRY	39,681.25
8795	*	009249	JCC CREATIVE LLC	625.00
8796	*	003458	JOE'S AUTO PARTS, INC.	833.66
8797		000155	JOHNSON CONTROLS SECURITY SOLUTIONS	2,371.34
8798	*	007827	HAILEY R KASPER	156.00
8799		001417	MAJIK GRAPHICS INC	710.00
8800	*	009242	MILES PARTNERSHIP LLLP	1,430.00
8801	*	006409	MOSHER & ASSOCIATES LLC	680.00
8802		001194	NELSON BROTHERS SEWER	294.00
8803	*	001864	NOWAK & FRAUS ENGINEERS	7,650.00
8804	*	006359	NYE UNIFORM COMPANY	944.50
8805	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	4,892,655.27
8806	*	006853	PAUL C SCOTT PLUMBING INC	280.00
8807	*	005688	PEGASUS ENTERTAINMENT INC	100.00
8808	*	001753	PEPSI COLA	555.72
8809		000897	PRINTING SYSTEMS INC	1,469.93
8810	*	003785	SIGNS-N-DESIGNS INC	2,580.00
8811		000254	SOCRRA	86,202.00
8812		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,197.23
8813	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
8814		009266	US SIGNAL COMPANY LLC	8,768.45
8815	*	000969	VIGILANTE SECURITY INC	670.00
8816	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,951.40
SUBTOTAL ACH TRANSACTION				\$7,984,967.17
GRAND TOTAL				\$8,177,701.38

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



Mark Gerber
 Finance Director/ Treasurer

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



MEMORANDUM

Police Department

DATE: August 1, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Office of Highway Safety Planning – Grant Award

INTRODUCTION:

The police department has applied for a grant through the Office of Highway Safety Planning (OHSP). Our proposal consists of a traffic services grant for overtime enforcement and equipment for the Birmingham Police Department. Our proposal requested funds to cover overtime costs associated with Woodward Ave. patrols, an SA24 combined radar and messaging sign, two Stalker XLR Lidar units, and a Leica GS18T GPS measuring device that is used while investigating serious injury or fatal accidents.

BACKGROUND:

For the last few years, the police department has dedicated extra patrols to Woodward Ave. to address traffic issues as it relates to moving violations and exhaust noise. On Friday and Saturday evenings, two officers have been assigned overtime from 6 pm to 11 pm creating a significant burden to our overtime budget.

Additionally, our proposal requested funds to purchase instruments used for the monitoring and enforcement of speeding vehicles. The two Stalker XLR Lidar units are laser speed-measuring devices to be utilized by officers for speed enforcement. The SA24 combined message and radar trailer will be added to address speeding complaints by temporarily placing this trailer in areas where complaints are received to display the vehicle's speed to increase awareness and gain compliance. The added capability of messaging on this trailer will provide the opportunity to display messages, as seen previously on Woodward regarding enforcement activity.

The police department participates in the South Oakland County Crash Investigation Team (SOCCIT) for the investigation of serious injury or fatal vehicle accidents. While investigating these types of accidents, precise measuring equipment is required to ensure accuracy while documenting a crash site. Currently, our department relies on SOCCIT and other member agencies to provide this measuring device at crash scenes. The Birmingham Police Department has requested funds to purchase a Leica GS18T measuring device to ensure there is one always

available in Birmingham and to increase our crash investigators' familiarity with the utilization of this device.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

The grant award provides \$28,548.73 for personnel overtime and fringe benefits. Additionally, the grant award provides \$51,638.40 for equipment used for traffic safety and enforcement. In total, the city will receive \$80,187.13 from OHSP to help cover the cost of traffic enforcement on Woodward Ave. and the purchase of equipment used for traffic monitoring and enforcement.

SUSTAINABILITY:

The SA24 combined radar and messaging sign is equipped with a solar panel for charging allowing longer run times and less downtime for recharging.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

The police department has applied for grant funding through the OHSP to assist in covering the cost of overtime associated with traffic enforcement on Woodward Ave. Additionally, we requested funding for two laser speed measuring devices, a radar/messaging trailer used for monitoring and enforcement activity, and a Leica GS18T GPS measuring device that is used while investigating serious injury or fatal accidents.

The police department has been notified that our grant request has been approved.

ATTACHMENTS:

1. Project Summary
2. Budget Request Summary
3. Price Quotes for Equipment

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Office of Highway Safety Planning grant award and to authorize the Chief of Police to sign the grant award on behalf of the City.

Project Summary

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** or **NEXT FORM** to store the information on this page.
- **Completion of this page is required for project proposal submission.**

Summary of Proposed Project

Instructions

- Describe the traffic safety problem or deficiency that the proposed project is intended to correct or address.

* Project Summary

This proposal consists of a traffic services grant of overtime enforcement and equipment for the City of Birmingham for the 2024 fiscal year. Applying grant funds and necessary equipment would allow Birmingham to focus overtime traffic enforcement, targeting distracted drivers, seat belt law violations, speeding, drag racing, careless, reckless, and other dangerous driving behaviors jeopardizing the health and well-being of citizens and visitors alike. These driving habits directly relate to the daily problems experienced on Woodward and adjacent roadways. Therefore, they must be strictly and regularly enforced to keep drivers compliant.

This proposal includes vital equipment necessary to assist with strict enforcement:

- (2) Stalker XLR Lidar units (\$2,595.00) *The traffic on Woodward and adjacent roads are dense, and radar units cannot pinpoint the violator. Additionally, we only have two Lidar units for the entire department; adding more would allow for proper enforcement with directed enforcement patrols.*
- (1) SA24 – Combined Radar and message sign/trailer (\$18,962.00). *This portable message/radar sign will inform citizens and drivers of dangers and safety measures and give advanced notice of enforcement zones.*
- (1) Leica GS18T - Full Constellation 555 Channel Receiver with Tilt Sensor (\$27,486.40). *Our crash investigation team members do not currently have a measurement tool. This would allow for proper, timely, and efficient accident investigations.*

Budget Request Summary

Instructions

- Review all of the information in the summary table below.
- If data looks incorrect, return to the necessary budget page(s) and adjust values as needed.
- The total State Grant Funds amount requested must be greater than \$0.

FEIN	STARTING DATE	ENDING DATE	FISCAL YEAR
	10/1/2023	9/30/2024	2024

Line Item Summary

Line Items	Federal/State	Local Match	Total
Personnel - Salaries & Wages	\$0.00	\$0.00	\$0.00
Personnel - Fringe Benefits	\$0.00	\$0.00	\$0.00
Personnel - Overtime	\$23,709.60	\$0.00	\$23,709.60
Personnel - Overtime Fringe Benefits	\$4,839.13	\$0.00	\$4,839.13
Contractual Services	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Operating	\$0.00	\$0.00	\$0.00
Equipment	\$51,638.40	\$0.00	\$51,638.40
Indirect	\$0.00		\$0.00
Total	\$80,187.13	\$0.00	\$80,187.13

Cost Category Summary

Cost Category Function Title	Federal/State	Local Match	Total
Personnel Costs	\$28,548.73	\$0.00	\$28,548.73
Contractual Service Costs	\$0.00	\$0.00	\$0.00
Operating Costs	\$0.00	\$0.00	\$0.00
Equipment Costs	\$51,638.40	\$0.00	\$51,638.40
Indirect Costs	\$0.00		\$0.00
Total	\$80,187.13	\$0.00	\$80,187.13

855 E. Collins Blvd
 Richardson, TX 75081
 Phone: 972-398-3780
 Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Bart Hogue
 +1-972-801-4864
 barth@a-concepts.com

Date: 03/20/23

Reg Sales Mgr: Dewey Gatts
 972-398-3780
 dewey@stalkerradar.com

Effective From : 03/20/2023

Valid Through: 06/18/2023

Lead Time: 45 working days

Bill To: City of Birmingham PO Box 3001 Birmingham, MI 48012-3001	Customer ID: 480121 Accounts Payable	Ship To: Birmingham Police Dept 151 Martin St Birmingham, MI 48009-3368	<i>FedEx Ground</i> Operations Captain Ryan Kearney
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	808-6125-00	Stalker Lidar RLR - w/BT, DL & FTC, 2 Batteries, D	24	\$2,595.00	\$2,595.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	1	200-1278-53*	Stalker Lidar RLR		\$0.00
	2	2	200-1053-10	Lidar RLR Battery Cell, ACI Build		\$0.00
	3	1	200-1092-01	Lidar RLR Dual Bay Battery Charger		\$0.00
	4	1	035-0211-00	Soft Storage Bag		\$0.00
	5	1	011-0002-00	Lidar Certificate of Accuracy		\$0.00
	6	1	011-0231-00	Lidar RLR Quick Start Guide		\$0.00
	7	1	035-0389-00	Lidar Shipping Box w/Foam		\$0.00
	8	1	060-1000-24	24-Month Warranty		\$0.00
	9	1	062-0093-00	Lidar Delta Distance Mode	\$0.00	\$0.00
	10	1	006-0301-00	Michigan Certificate of Compliance, Lidar	\$0.00	\$0.00
Group Total						\$2,595.00

Product	\$2,595.00	Sub-Total:	\$2,595.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$2,595.00

MI State Contract: 21000000351

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Equipment Proposal

Birmingham Police Dept.
 Attention: Captain Ryan Kearney
 151 Martin St.
 Birmingham, MI. 48009
 (248) 530-1768
 Ryan Kearney <RKearney@bhamgov.org>

Leica Geosystems, Inc.
 Buckell Lake Road
 Holly, Michigan
 Cell: (313) 670-3395
Rick.Sauve@Leicaus.com

16-Mar-23

GS18T + CS20 LTE - Forensic Mapping Package

Part #	Description	Qty	Price	Extended
855304	GS18 T LTE&UHF Performance GNSS SmartAntenna for NAFTA. Geodetic 555 channels GNSS receiver with integrated LTE and UHF RTK modems and IMU module. Includes multi-frequency, 20 Hz position rate, Raw data logging, RTK unlimited, RTK Network, Reference station setup. Easily upgradeable with GS18 options (e.g. Glonass, Galileo). Tilt Compensator Constellations:	1	21,300.00	21,300.00
856074	LOP60, GLONASS option, enables GLONASS tracking on a GS18 receiver.	1	1,170.00	1,170.00
856075	LOP61, Galileo option, enables Galileo tracking on GS18 receiver.	1	1,170.00	1,170.00
856076	LOP62, BeiDou option, enables BeiDou tracking on GS18 receiver. On Board Batteries.	1	1,170.00	1,170.00
954518	GEB334 Battery int Li-Ion 10.8V/3450mAh Hard Case + Firmware Maintenance	2	250.00	500.00
937440	GVP743 Small Case for GNSS Rover + CS20 LTE	1	170.00	170.00
6003686	1 yr GNSS (GS18) Basic CCP Carbon Fiber - GS18T Plumbing Pole & Holders	1	162.00	162.00
8248779	GNSS Carbon Fiber Pole with 5/8"	1	520.00	520.00
807157	GHT66, Holder for attaching GST20 to GHT63	1	140.00	140.00
767880	GHT63 Clamp arrangement for attaching GHT62 to pole CS20 Field Controller, SmartWorx Viva Software and Accessories	1	165.00	165.00
876479	CS20 LTE Field Controller US/CA. Ruggedized WinEC7 Full 5" WVGA Touch Display 2 GB eMMC Flash Memory 1 GB SDRAM SD Card Slot 4G GSM/UMTS/LTE module, 5MP Camera with LED Flash Internal Blue Tooth Internal TPS Bluetooth QWERTY Keyad Attached Stylus Internal Robotic Radio Onboard Software	1	5,200.00	5,200.00
827698	Captivate Onboard Software On Board Batteries.	1	1,050.00	1,050.00
954518	GEB334 Battery int Li-Ion 10.8V/3450mAh Smart Charger (to maintain Lithium battery health)	2	250.00	500.00
799187	GKL341 4 Bay Multi Charger Firmware Upgrades / Support / 1 Year	1	1,080.00	1,080.00

6009619	1 Year Firmware Upgrade - CS20 & Support Onsite Training	1	561.00	561.00
5005102	Two Days Onsite Training (Certificates Provided)	2	1,000.00	2,000.00

Proposal Summary

Price of Equipment	36,858.00
Less 20% State of Michigan MIDEAL Discount (Contract #: 180000000005)	(7,371.60)
Less Law Enforcement Training Credit	(2,000.00)
Total Package Price	27,486.40
6% Michigan Sales Tax	Exempt
Shipping	Included
Total Purchase Price of Leica Exchange	27,486.40

Note:

Net 30 / Tax Exempt Government Purchase
Proposal Valid for 90 Days
Leica Geosystems -State of Michigan "MiDeal" Contract Number : 180000000005

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT-Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

Signature & PO Number if Required :
The above is the equipment I would like shipped:

Sign , Date & Email to Rick.Sauve@Leicaus.com



All Traffic Solutions Inc.
 14201 Sullyfield Circle,
 Ste 300
 Chantilly, VA 20151
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-75247

DATE: 03/16/2023

PAGE NO: 1

Mail Purchase Orders to:
 3100 Research Dr.
 State College, PA
 16801

Questions contact:
MANUFACTURER:
All Traffic Solutions

Independent Sales Rep:

Julie Styskin
 (866) 366-6602
 x 250
 jstyskin@alltrafficsolutions.com

BILL TO:

Birmingham Police Department
 151 Martin Street
 P.O. Box 3001
 Birmingham MI 48012

SHIP TO:

Birmingham Police Department
 151 Martin Street
 Birmingham MI 48012
 Attn: Ryan Kearney

Billing Contact:

PAYMENT TERMS:
 Net 30

CUSTOMER:
 Birmingham Police
 Department

CONTACT:(248) 644-3405

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1	\$9,215.00	\$9,215.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1	\$1,500.00	\$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	1	\$4,325.00	\$4,325.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	1	\$60.00	\$60.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1	\$800.00	\$800.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$100.00	\$100.00
4001626	VZW communications prep	1	\$0.00	\$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr (iA24, SA24)	1	\$990.00	\$990.00
4000740	Trailer Certificate of Origin	1	\$0.00	\$0.00

4000754	USB cable, 16ft, extra long for trailer or pole	1	\$32.00	\$32.00
4000838	Solar panel, 90W: includes bracket for ATS-5 trailer and harness	1	\$940.00	\$940.00
4000641	Shipping and Handling Common Carrier	1	\$1,000.00	\$1,000.00

Special Notes: **SALES AMOUNT:** \$18,962.00

SA24 – Combined Radar and message sign – trailer mounted with 90 watt solar assist – all features activated perpetually (Bluetooth – Data and imaging) 1 year of web services (TraffiCloud) to all 6 Apps (Remote Management – Imaging – Data – Alerts, Mapping and Premier Care warranty) - shipping and training. 3- year warranty. Red-Blue Strobes.

TOTAL USD: \$18,962.00

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____



MEMORANDUM

Parking

DATE: August 9th, 2023

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Systems Manager

SUBJECT: Agreement with Windcave, Inc.

INTRODUCTION:

City staff recommends entering into an agreement with Windcave, Inc., a sole source vendor, to provide credit card processing services for all credit card transactions associated with the TIBA parking equipment at all five City parking garages.

BACKGROUND:

In January 2023, the City installed new TIBA parking equipment at all five City parking garages. Windcave, Inc. is currently the only credit card processor for the TIBA equipment.

SP+, the third party operator for the City, currently collects all the revenue for the five parking garages on behalf of the City. As the collector of revenue, SP+ had to enter into an agreement with Windcave, Inc. when the equipment was installed. SP+ is reimbursed by the City for all credit card fees as part of operating expenses.

The City has long desired to transition the collection of all revenue from SP+ to the City. To be able to collect revenue itself, the City must have its own agreement with Windcave, Inc. Windcave, Inc. is the only authorized credit card processor for TIBA parking equipment. Windcave, Inc. is a sole source vendor. Once an agreement with Windcave, Inc. has been completed, the City and SP+ can work on transitioning the revenue collection from SP+ to the City.

LEGAL REVIEW:

The agreement with Windcave, Inc. has been reviewed and approved by the City attorney.

FISCAL IMPACT:

The fees associated with Windcave, Inc. are broken down by number of transactions. Windcave, Inc. requires a minimum of \$1,600.00 for 40,000 transactions per month. Additional transactions in each calendar month are at the rate of \$.05 per transaction. Based on the current usage of the

TIBA parking equipment since its installation in January 2023, the City averages 160,000 transactions per month. The projected average monthly payment to Windcave, Inc. based on these numbers would be the following:

160,000 average monthly transactions

\$1,600.00 (40,000 minimum transactions per month) X 12 months = \$19,200

160,000 total est. monthly trans. – 40,000 minimum monthly trans. = 120,000 additional trans.

120,000 X \$.05 additional per transaction fee = \$6,000

\$6,000 X 12 months = \$72,000

\$6,000 + \$1,600 = \$7,600 average monthly fees

\$72,000 + \$19,200 = \$91,200 projected annual credit card fees.

Additional fees include a \$100 establishment fee, \$30.00 one-time fee for each additional payment manager that needs to be setup, and a \$100 per merchant account fee.

SUSTAINABILITY:

None.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

City staff recommends entering into an agreement with Windcave, Inc., Inc., a sole source vendor, as the credit card processor for all revenue associated with the TIBA parking equipment at the City's five parking garages. This would allow the City to make a transition from SP+ collecting all the revenue to the City collecting its own revenue.

ATTACHMENTS:

- A. Agreement with Wincave, Inc.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a 1 year agreement with Windcave, Inc. for credit card processing in the amount of \$1,600 minimum per 40,000 transactions and \$.05 per transaction for every transaction over 40,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in Other Outside Services (514.1-594.001-811.000).

WINDCAVE AGREEMENT FOR City of Birmingham

DATED this 10th day of August 2023

PARTIES

WINDCAVE INC. (Windcave)

Contact Details for Notices:

Physical Address: 1601 N. 7th St., Suite 420, Phoenix, AZ 85006

Postal Address: 1601 N. 7th St., Suite 420, Phoenix, AZ 85006

Email: contracts@windcave.com

Phone: +1 310 670 7299

Fax: +1 310 670 7298

CustID: 112999

City of Birmingham (The city)

Contact Details for Notices: Aaron Ford

Physical Address: 151 Martin St. Birmingham, Michigan 48009

Postal Address: 151 Martin St. Birmingham, Michigan 48009

Email: aford@bhamgov.org

Phone: 248-530-1257

Fax:

AGREEMENT

1. Windcave is a provider of real time payment processing solutions in the USA. Windcave has agreed to supply solutions to The city in accordance with the terms and conditions set out in this Agreement.
2. This Agreement is structured in two parts, namely Part A (Specific Terms) and Part B (General Terms). Part A contains the specific terms relevant to each supply of solutions to The city and may include one or more Schedules. Part B sets out Windcave's general terms and conditions which will apply to all supplies of solutions.
3. It is intended that further supplies of solutions may be made and will be governed by this Agreement by way of the parties signing a further Part A Schedule for each supply. The attached schedules, or any schedules completed and signed after the date of this Agreement but referring to this Agreement, are a part of this Agreement. All purchase orders between the parties are subject to this Agreement's terms.

EXECUTION

SIGNED for and on behalf of WINDCAVE INC. by:

Nickolas Lawdarski

Signature

Nickolas Lawdarski

Name/Title

Date 8/8/2023

Date

SIGNED for and on behalf of City of Birmingham by:

Signature

Name/Title (Director / Authorized Signatory)

Date

PART A – SPECIFIC TERMS

SCHEDULE 1 – SERVICES ACCESS ARRANGEMENT

1. SERVICES ACCESS ARRANGEMENT

(a) **Windcave:** Windcave grants to The city a non-exclusive, non-transferable licence to use the Windcave Solution for the Term solely for the purposes of the Permitted Use. The city must not sub-license, transfer, assign, rent or sell the Windcave Solution or the right to use the Windcave Solution.

2. TERM

(a) **Commencement Date:** September 1st, 2023, Such Commencement Date may be postponed in writing, at Windcave's sole discretion, until the date Windcave receives a copy of the Agreement countersigned by The city.

(b) **Initial Term:** 12 months beginning on the Commencement Date, unless earlier terminated under Part B, clause 12

(c) **Renewal Term:** 12 consecutive months, unless earlier terminated under Part B, clause 12, subject to automatic renewal pursuant to Part B, clause 2 if neither party gives three month's advance notice of nonrenewal..

3. FEES

(a) **Establishment Fee:** \$100.00

(b) **Minimum Monthly Fee:** \$1,600.00 per calendar month. Includes 40,000 Transactions per calendar month. Additional Transactions in each calendar month charged at the rate of \$0.05 per Transaction.

(c) **Additional Fees:** Additional users to the Payment Manager can be set up, but will incur a one-time fee of \$30.00. If Windcave needs to configure or change additional electronic merchant numbers on the Windcave Host, there is a fee of \$100.00 per merchant account. The city will be charged a \$5.00 SAP fee per calendar month charge per connected card reader for unattended and attended card reader devices.

(d) **Price Adjustment:** Windcave shall have the right to vary the Fees enumerated in Part A of this Agreement during the Renewal Term of this Agreement by providing The city at least 30 calendar days' written notice before or during the Renewal Term. If Windcave exercises its right to modify the Fees, The city shall thereafter have the right to terminate the Agreement with 30 days' written notice to Windcave within 60 days of Windcave's written notice that it is modifying the Fees.

4. PAYMENT TERMS

(a) **Direct Debit or Automatic Credit Card Payments:** Customer will pay Windcave the Fees by fees by Direct Debit or Automatic Credit Card on the dates specified below.

(b) **Due Date for Payment of Set Up Fees:** Customer will pay Windcave the Establishment Fee immediately when Windcave makes the Windcave Solution available to customer.

(c) **Due Date for Payment of Monthly Fees and Additional Fees:** Customer will pay Windcave the Monthly Fees and Additional Fees within 30 days of the date of Windcave's invoice for those Fees

5. SUPPORT SERVICES

(a) **Online Help and General Support:** Windcave will provide the Support Services to The city as set out in Part B.

6. SPECIAL CONDITIONS

(a) This agreement shall only apply to the City of Birmingham site located at 151 Martin St. Birmingham, Michigan 48009

7. EXECUTION

The parties acknowledge and agree that this Schedule is governed by the Agreement between the parties containing Windcave's General Terms and Conditions.

SIGNED for and on behalf of WINDCAVE INC. by: SIGNED for and on behalf of City of Birmingham by:

 Signature

Nickolaus Lawdenski Name/Title (Director / Authorized Signatory)

Date 8/8/2023 Date

□

PART B – GENERAL TERMS & CONDITIONS

1. □

2. Definitions and Interpretation (Not all defined terms are applicable to all goods and services provided under the Agreement)

1.1 **Definitions:** In this Agreement, unless the context indicates otherwise:

Acquirer means a bank or any financial institution or a card issuer of financial or non-financial transactions which receives and transmits Transactions via the Windcave Solution;

Agreement means this Agreement, including the Application Form, each of Part A and its Schedule(s) and Part B, and any attachments that may be agreed between the parties, as each may be amended in writing from time to time;

Application Form means The city's online the Windcave Solution application form submitted to Windcave via the Windcave Website. Where no separate Part A is entered into, the Application Form will constitute Part A of this Agreement for the purposes of this Part B;

Business Day means any day of the week except Saturday, Sunday or a day on which banks are authorized or required to be closed in Arizona;

Chargeback means the procedure by which a sales record or other indicia of a card transaction (or disputed portion thereof) is denied or returned to Acquirer or the card issuer after it was entered into the appropriate settlement network for payment, in accordance with the rules of Visa, MasterCard or a similar card association ("Rules"), for failing to comply with the Rules, including, without limitation by reason of cardholder disputes, the liability for which is The city's responsibility and The city agrees to pay.

Commencement Date means the commencement date recorded in Part A in one or more Schedules; Such Commencement Date may be postponed in writing, at Windcave's sole discretion, until the date Windcave receives a copy of the Agreement countersigned by The city.

Confidential Information means, in relation to either party, any information:

- (a) relating to the terms of this Agreement;
- (b) relating directly or indirectly to research or development by, accounting for, or the marketing of, the business of that party or its suppliers or The city;
- (c) disclosed by that party to the other party on the express basis that such information is confidential; or
- (d) which might reasonably be expected by the other party to be confidential in nature;

The city means the city specified in this Agreement and where applicable includes its employees, contractors and agents.

Default Interest Rate means interest at the rate of 2% above the base lending rate charged by Windcave's bankers to Windcave from time to time;

Delivery takes place when the The city receives the Goods from Windcave, or, in the case of returns, when the Goods arrive at Windcave's premises;

Documentation means any user, training or system manuals for the Windcave Solution (whether in printed or electronic form) which describes and provides guidance on the use of the Windcave Solution (or any aspect of the Windcave Solution);

Emergency Support Services means telephone support that Windcave may provide (but is not obligated to provide unless it agrees to do so in a separate written agreement) for emergency breakdowns resulting in repeated failures in the transmission of Transactions and is available 24 hours a day, seven days a week by calling 310 670 7299 outside of Support Hours. If applicable, Windcave will use reasonable efforts to respond to any emergency phone call within 30 minutes of receiving the support request;

Fees means and includes each of the fees detailed in the Schedule(s) contained in Part A;

Goods means the Goods and/or Devices (if any) recorded in Part A in one or more Schedules;

Intellectual Property means registered and unregistered trade marks (including logos and trade files), domain names, copyright, patents, petty patents, utility models, registered and unregistered designs, circuit layouts, rights in computer software, databases and lists, Confidential Information, software (whether in object code or source code), and all other rights anywhere in the world resulting from intellectual activity;

Payment Manager means Payline Portal which The city is able to access by logging onto the Windcave Website with an assigned username and password;

PCI Standards means the Payment Card Industry standards, requirements and guidelines issued by the Payment Card Industry Data Security Council from time to time including the Payment Card Industry Data Security Standard PIN Entry Device requirements and guidelines, and the Payment Application Data Security Standard;

Permitted Use means the transmission to, and receipt from, an Acquirer of data relating to Windcave Supported Transactions and expressly excludes, without limitation, use for the processing of transactions of, or for the benefit of, any person other than The city;

Security Standards means each of:

- (a) any data protection or data security standards issued by an Acquirer which receives and accepts Windcave Supported Transactions from The city; and
- (b) the PCI Standards;

Software means the software and other related Windcave products which:

- (a) form part of the Windcave Solution; and
- (b) is owned or licensed by or developed by, or on behalf of, Windcave and supplied to The city, including all upgrades, updates, alterations and modifications and other changes to such software by or on behalf of Windcave from time to time, but excluding any third party software and firmware forming part of, or supplied with, the Windcave Solution;

Special Conditions means the special conditions (if any) recorded in Part A in one or more Schedules;

Support Hours means the period from 8am to 9pm (PST) on any Business Day and 9am to 5pm (PST) on non-Business Days;

Support Services means and includes:

- (a) **Online Help:** from time to time Windcave may display Frequently Asked Questions and Answers on the Windcave Website;
- (b) **General Support:** enquiries may be sent to: support@windcave.com or made by telephone to 310 670 7299. Windcave will respond to such enquiries during Support Hours;

Term means the Initial Term recorded in Part A in one or more Schedules and includes any Renewal Terms as recorded in Part A in one or more Schedules and defined in clause 2(b).

Tokenized Data means data for which Windcave has substituted a sensitive data element with a non-sensitive equivalent that has no extrinsic or exploitable meaning or value; and

Transaction means a message pair consisting of a message relating to a Windcave Supported Transaction transmitted by The city to an Acquirer through the Windcave Solution and a response to that message from the Acquirer to The city through the Windcave Solution;

Windcave means Windcave Inc., a California corporation with offices in Phoenix, Arizona;

Windcave Host means the host server known as Windcave Host to which The city may be connected using the Software and which is in turn linked to an Acquirer to enable Windcave Supported Transactions to be processed in real time;

Windcave Logo means the Windcave logo supplied (in electronic format) by Windcave to The city (as may be updated from time to time by Windcave);

Windcave Solution means the solution provided by Windcave for the transmission of data relating to Windcave Supported Transactions between a The city and an Acquirer, incorporating the Software and including access (via the internet) to the Windcave Host and the Support Services;

Windcave Supported Transactions means transactions from The city:

- (a) accepting payment for goods and services by means of credit card, debit card, prepaid card, gift card or any other means of payment which Windcave agrees to support through the Windcave Solution from time to time;
- (b) accepting loyalty cards, rewards cards, points cards, discount cards or club cards; or
- (c) providing services in relation to the sale and use of any of the cards referred to in paragraphs (a) and (b) above including the issue of such cards and the crediting or debiting of value to such cards;

Windcave Website means the website maintained by Windcave and accessible by The city for viewing Transactions, data entry, refunding, report generating and other features related to Transactions;

1.2 Interpretation: In this Agreement, unless the context indicates otherwise:

- (a) the singular includes the plural and vice versa;
- (b) clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (c) the term **includes** or **including** (or any similar expression) is deemed to be followed by the words without limitation;
- (d) references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (f) all monetary amounts are stated exclusive of applicable taxes if any and in US dollars; and
- (g) in the event of any inconsistency between the terms of any of the following, they will have precedence in the descending order of priority set out below:
 - (i) Part A – Specific Terms and Schedules;
 - (ii) Part B – General Terms and Conditions;
 - (iii) The Application Form.

2. Term

2.1 Initial Term: This Agreement commences on the Commencement Date and will continue for the Initial Term, unless earlier terminated under Part B, clause 12.

2.2 Renewal: Upon expiry of the Initial Term, this Agreement will automatically continue for further periods of the number of consecutive months recorded in Part A in one or more Schedules (each such further period being a **Renewal Term**) on the same terms and conditions unless either party gives the other party not less than 3 months' notice in writing prior to the expiry of the Initial Term or the then current Renewal Term that it does not wish this Agreement to continue beyond the Initial Term or that Renewal Term as the case may be.

3. Payment

3.1 Fees: The city will pay Windcave the Fees without setoff or deduction within 30 days of the date of Windcave's invoice for those Fees.

3.2 Taxes: The city is responsible for all applicable taxes, duties and levies on the rental, loan or purchase or sale of goods and services (other than Windcave's income tax) assessed in connection with its use of the Windcave Solution and the provision of services under this Agreement. To the extent that any Fees paid by The city under this Agreement exclude any taxes or duties payable in respect of the Goods or Services provided under this Agreement in the jurisdiction where the payment is either made or received, where any such taxes or duties are payable by Windcave, The city agrees to pay to Windcave the amount of such taxes or duties in addition to any Fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Windcave with evidence of any such exemption information, in which case Windcave will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

3.3 Default Interest for Late Payment: Subject to Part B, clause 3.4(c)(ii), The city must pay Windcave interest at the Default Interest Rate on any overdue amounts under this Agreement, calculated daily from the due date until the actual date of payment.

3.4 Disputed Invoices: Where The city has reasonable grounds to dispute any portion of any amount invoiced by Windcave to The city under this Agreement (**disputed portion**):

- (a) The city will notify Windcave of such dispute and the grounds for such dispute within 5 Business Days of receiving the invoice;
- (b) any undisputed portion of the invoice will remain payable on the due date for payment;
- (c) provided that The city has complied with clause 3.4(a), The city will not be required to pay:
 - (i) the disputed portion until the parties' dispute has been resolved by agreement between the parties or in accordance with Part B, clause 19.2; or
 - (ii) any interest under clause 3.3 on the disputed portion unless the dispute is resolved with the effect that The city is required to pay all (or part) of the disputed portion, in which case The city will pay the interest on the disputed portion (or that part of that disputed portion) in accordance with clause 3.3. Interest will be payable from the date that payment would have been due under clause 3.1 but for the dispute until the date that disputed portion is paid to Windcave in full.

3.5 Termination and Suspension: If The city does not timely pay Fees due and owing pursuant to this Agreement, Windcave may terminate this Agreement under Part B, Clause 12.2. Alternatively, Windcave may temporarily suspend the provision of the Windcave Solution to The city. The city agrees that Windcave will have no liability for such termination or suspension.

4. Mutual Responsibilities

Each party represents and agrees:

4.1 Power and Authority: that it has full power and authority necessary to validly enter into and perform all its obligations under this Agreement; and

4.2 Requirements: to comply with the other party's reasonable security, confidentiality and operational requirements of which it has been given reasonable notice.

5. The city's Responsibilities

The city represents and agrees that it:

5.1 Suitability: has made, and will continue to make, its own assessment of the suitability, adequacy, compatibility and appropriateness of the Windcave Solution for its purposes;

5.2 Comply with Instructions: will comply with Windcave's restrictions, instructions and Documentation in relation to the use of the Windcave Solution, including those set out in this Agreement;

5.3 Use by Others: will ensure that only authorized persons use the Windcave Solution and that the Windcave Solution is used only for the Permitted Use and as expressly authorized under this Agreement;

5.4 Responsibility for Use: will accept all responsibility for the reliance on and use of the Windcave Solution by The city and its employees, contractors and agents;

5.5 Obtain Equipment etc.: will obtain and maintain all equipment, software and services needed to enable it to receive and use the Windcave Solution;

5.6 Accurate The city Information: warrants that all information provided by The city to Windcave in the Application Form is accurate and correct, and that The city will notify Windcave in writing if such information changes or ceases to be accurate in any way;

5.7 Provide Sufficient Information: will ensure that sufficient information is given to Windcave to enable Windcave to comply with its obligations under this Agreement and that such information is timely, complete and accurate;

5.8 Personal Information: acknowledges that any personal information concerning The city or its personnel which is provided to Windcave by or on behalf of The city may be:

- (a) used by Windcave for the purpose of providing the Windcave Solution, the Support Services and any other services to The city; and
- (b) disclosed by Windcave to its affiliates and other services providers to enable Windcave to provide the Windcave Solution, the Support Services and any other services to The city;

5.9 Notify of Third Party Infringement: will immediately notify Windcave upon becoming aware of any third party infringing Windcave's Intellectual Property rights in any manner;

5.10 Responsible for Connecting to Windcave Host: is responsible for all charges and costs associated with connecting to the Windcave Host to operate the Windcave Solution. Windcave will provide The city with reasonable technical information and Software necessary to enable The city to connect to the Windcave Host;

5.11 Requisite Review of Payline Portal: The city shall be required, on a daily basis, to review with due care The city's payline portal, established by Windcave, to review Transactions for errors. If an error is discovered by The city, The city must notify Windcave in writing within three (3) Business Days of the date an error occurs; provided, that Windcave will have no liability or obligations of any kind with respect to errors that are not reported to Windcave within such three (3) Business Day period. In addition, The city shall be required to, on a daily basis review with due care bank settlement files to ensure deposits occur without error. If an error is discovered by The city, The city must notify Windcave in writing within three (3) Business Days of the date an error occurs, provided, that Windcave will have no liability or obligations of any kind with respect to errors that are not reported to Windcave within such three (3) Business Day period. Windcave's liability under this Section 5.11 (Requisite Review of Payline Portal) of the Agreement is governed by, and fully subject to, the terms of Section 10 of this Agreement.

5.12 Comply with Law Generally: will comply with all relevant laws in its use of the Windcave Solution and carrying out its obligations under this Agreement.

5.13 Improperly Deposited Funds: will return funds that Windcave deposits in The city's bank account(s) that do not rightfully belong to The city ("Improperly Deposited Funds") without offset or delay. The city will return all Improperly Deposited Funds to Windcave within five (5) calendar days of a written request to do so by Windcave. If The city fails to comply with the terms of this Section, Windcave may immediately suspend services to The city until The city returns the Improperly Deposited Funds. The city will be liable to Windcave for the Improperly Deposited Funds, and costs incurred by Windcave in recovering the Improperly Deposited Funds.

5.14 Return of Old Goods: For Goods that The city ceases using for the Permitted Use ("Unused Goods"), The city will return such Unused Goods to Windcave within 30 calendar days. Unused Goods include, but are not limited to, Goods The city has ceased using due to the Goods becoming obsolete, Goods that no longer operate, and Goods that are replaced per the warranty set forth in Part B, clause 7.3 of this Agreement. The city will pay all shipping and restocking fees and costs associated with returning the Unused Goods to Windcave. Alternatively, instead of returning Unused Goods to Windcave, The city may provide Windcave a secure destruction certificate evidencing that the Unused Goods were destroyed in compliance with the Security Standards within the same 30 calendar day period.

6. Windcave's General Responsibilities

Windcave agrees that it will:

6.1 Good Faith: comply with all relevant laws and co-operate with The city (and The city's service providers) in connection with the Windcave Solution;

6.2 No Requirement to Decrypt Tokenized Data: be under no obligation to decrypt and transmit Tokenized Data to The city or any third party.

7. Windcave Warranties

7.1 Security Standards: Windcave confirms that Windcave will throughout the term of this Agreement comply with the requirements of the Security Standards.

7.2 Limitations on Warranties: To the fullest extent permitted by law, except as expressly set out in this Agreement, Windcave disclaims and excludes all warranties, conditions, terms, representations or undertakings, whether express, implied, statutory or otherwise, including any condition or warranty of merchantability or fitness for a particular purpose. Windcave does not warrant that:

- (a) the Windcave Solution, the Goods, the Software or the Documentation will meet The city's requirements; or
- (b) the Windcave Solution the Goods, the Software and the Documentation will be uninterrupted or error free, or that all errors will be corrected; or
- (c) that the Goods will be free of defects in design, materials or workmanship or will comply with any applicable equipment manufacturer's or software developer's specifications.

The city understands and acknowledges that an authorization obtained through the Windcave Solution only confirms the availability of the cardholder's credit at the time of the authorization. It does not warrant that the person presenting the card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by Acquirer, processor or Windcave that a transaction is or will be deemed valid and not subject to dispute, debit or chargeback.

7.3 Supply Warranty: Windcave warrants that the Goods to be delivered under this Agreement will be free from defects in workmanship (labour and parts included, but transport excluded) during a warranty period commencing on the Commencement Date and concluding twelve (12) calendar months later ("Original Warranty Period"). As to repaired or exchanged Goods, during the Original Warranty Period here above mentioned, the warranty period on the exchanged or repaired Goods shall expire at the conclusion of the Original Warranty Period. With respect to Windcave's supply warranty:

- (a) Any defective Goods, under warranty, shall be replaced or repaired, free of charge, at Windcave's discretion (to the exclusion of compensation for any other damage), and the work shall be carried out at Windcave or its partner's or subcontractor's premises. The city will pay the costs of transport of the Goods (including insurance) to Windcave.
- (b) Windcave has the choice to repair the Goods with spare parts or new parts. The defective elements, repaired, will become the property of Windcave.
- (c) The time when the Goods are repaired or unavailable during the warranty period will not give rise to an extension of the warranty period as set forth in this Section, subject to legal mandatory provisions.
- (d) The city must return warranted Goods that are replaced subject to this warranty back to Windcave within 30 calendar days of replacement Goods being shipped to The city. The city shall pay the shipping and restocking fees to return the old, warranted Goods back to Windcave.

7.4 Exclusions to Supply Warranty: Windcave will have no liability under the Supply Warranty described in Section 7.3 in respect of:

- (a) Defects, breakdowns, or malfunctions due to failure to properly follow the installation process and instructions for use or an external cause to the Goods (including, but not limited to, shock, lightning fire, vandalism, malicious action, contacts with various liquids or vermin or water damage of any nature, and inappropriate electric voltage); or modifications to the Goods made without the written approval of Windcave; or a lack of every day maintenance (as described in the Documentation); or a lack of supervision or care; or improper storage or poor environmental conditions, particularly those related to temperature and hygrometry effects of variations of electric voltage from the electric network, or from the earth or repair work; or maintenance of the Goods by persons not authorized by Windcave;
- (b) Damage due to insufficient or bad packaging of the Goods when returned to Windcave;
- (c) Wear and tear from normal use of the Goods and accessories;
- (d) Communication problems related to an unsuitable environment, including problems accessing the Internet, transmission faults, local network faults, and modification of the parameters of the relevant cellular network after sale of the Goods;
- (e) Supply of new versions of Software. If, for example, Windcave produces new Software that is not necessary to fulfil its obligations under this Agreement, Windcave is not required to make such Software available to The city;
- (f) Malfunction due to the use of products or accessories that are non-compatible with the Goods;
- (g) Goods returned to Windcave without Windcave's prior consent or that Windcave has not had an opportunity to troubleshoot;
- (h) Defects, breakdowns, or malfunctions due to **obstructing material** being placed on or into the Goods. Examples of obstructing material include, but is not limited to, paper, plastic, and metal objects.

8. Intellectual Property

All Intellectual Property rights in the Windcave Solution, the Goods, the Software, the Documentation and any work or thing developed or created by or on behalf of Windcave under or in connection with this Agreement (such work or thing being **Developed Works**), are exclusively owned by Windcave (or Windcave's licensors or suppliers). The city acknowledges that there is no transfer of title, Intellectual Property rights or ownership of:

- (a) the Windcave Solution, the Goods, the Software, the Documentation or any part thereof; or
- (b) any Developed Works; to The city under this Agreement and The city will not dispute Windcave's (or Windcave's licensors or suppliers) ownership of the property referred to in this clause 8.

9. Indemnity

Section left intentionally blank.

10. Liability

To the fullest extent permitted by applicable law:

10.1 Remedy: Subject to clauses 10.2 and 10.3, The city's sole and exclusive remedy for breach of any warranty or of any of Windcave's obligations under this Agreement is (at Windcave's option) the supply or re-supply of the Windcave Solution, the Goods, the Software, or the Documentation or the refund or waiver of Fees for the relevant part of the Windcave Solution, the Goods, the Software, or the Documentation which is the subject matter of, or directly related to, the breach.

10.2 Limitation: In no event will Windcave's total liability to The city under this Agreement for any one or more defaults as described in clause 10.1 exceed the amount paid by The city to Windcave under this Agreement in the 3 months following execution of this Agreement.

10.3 Exclusion: In no event will Windcave be liable to The city whether in contract, tort (including negligence) or otherwise in respect of any:

1. punitive, incidental, indirect or consequential damages, damages for loss of profits, business interruption, loss of data, loss of goodwill, arising out of, or in connection with, this Agreement, in each case even if such party has been advised of the possibility of such damages;
2. loss, damage, cost or expense suffered or incurred by The city, to the extent this results from any act or omission by The city; or
3. any event described in Part B, clause 14 (Force Majeure).

11. Commercial Purpose

It is expressly acknowledged and agreed by The city that the Windcave Solution, the Goods, the Software and the Documentation are supplied to The city for business and commercial purposes.

12. Termination

12.1 Termination Upon Notice:

- (a) Windcave may terminate this Agreement at any time on not less than 3 months' prior written notice to The city.
- (b) The city may terminate this Agreement at any time on not less than 3 months' prior written notice to Windcave, provided:
 1. During the Initial Term, The city will be liable for the Fees for the remainder of the Term, which, notwithstanding clause 3.1, shall be payable immediately on giving such notice;
 2. During any Renewal Term, The city will be liable for the Fees for the remainder of the Term, which, notwithstanding clause 3.1, shall be payable immediately on giving such notice.

12.2 Termination for Cause: Either party (the **First Party**) may terminate this Agreement at any time and with immediate effect by written notice to the other party (**Second Party**) if the **Second Party**:

- (a) is in material breach of any of its obligations under this Agreement, and has failed to remedy the breach within 10 Business Days of receiving written notice from the **First Party** to remedy the breach; or
- (b) goes into voluntary or involuntary bankruptcy or liquidation or has a receiver appointed; or
- (c) is unable to pay its debts as they fall due.

12.3 Breach of License Terms: Without limiting clause 12.2, any use of the Windcave Solution, the Goods, the Software, or the Documentation by The city for any purpose other than the Permitted Use, or any breach by The city of the provisions of Part B, clause 16 will be deemed to be a material breach of this Agreement which is not reasonably capable of remedy.

12.4 Consequences:

- (a) Amounts owing at termination: If this Agreement is terminated by Windcave for cause prior to the expiry of the Term, The city must pay the unpaid balance of the Fees due under this Agreement and the cost of Windcave's reasonable expenses resulting from The city's breach of this Agreement
- (b) Expiry or termination of this Agreement will not affect the rights or obligations of the parties which have accrued prior to or accrue on termination or which by their nature are intended to survive termination (including Part B, clauses 3, 5, 7, 8, 9, 10, this 12.4, 13, 16, 17 and 19, together with those clauses which are incidental to, and required in order to give effect to, those clauses).

13. Confidentiality

13.1 Confidential Information: Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:

- (a) disclose or permit to be disclosed to any person;
 - (b) use for itself or to the detriment of the other party;
- any Confidential Information of the other party except as, and then only to the extent:

1. required by law;
2. that the information is already or becomes public knowledge, otherwise than as a result of a breach, by the receiving party, of any provision of this Agreement;
3. that the information is disclosed to the receiving party, without restriction, by a third party and without any breach of confidentiality by the third party;
4. that the information is developed independently by the receiving party without reliance on any of the Confidential Information of the other party;
5. authorized in writing by the other party; or
6. reasonably required by this Agreement (and, without limiting the effect of this clause, a party may disclose Confidential Information of the other party only to those of its officers, employees or professional advisers on a "need to know" basis, as is reasonably required for the implementation of this Agreement).

13.2 Windcave's Intellectual Property: The city acknowledges and agrees that the computer programs, computer software, specifications, databases, images, designs, codes, and configurations, ("Software") contained in or utilized by the Equipment and Windcave's network are proprietary and confidential to Windcave and protected under United States copyright law. The city shall not copy, modify, adopt, translate, merge, reverse engineer, decompile, or disassemble, the equipment or Software, or create any derivative works based on the Equipment, Windcave network or Software. Without limiting the effect of clause 13.1, The city will treat information about Windcave's Intellectual Property as the Confidential Information of Windcave.

14. Force Majeure

14.1 The city acknowledges that Windcave relies on third-party providers in the delivery of its services, including, but not limited to, wireless data network providers, cellular radio service provided by third parties that is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed because of government regulations or orders, atmospheric and/or topographical conditions, and cellular system modifications, repairs, and upgrades. The city agrees that Windcave shall not be liable for, and to hold Windcave harmless for any losses, damages, or business interruptions sustained as a result of interruptions caused by its wireless data network providers or any other third-party provider.

14.2 Neither party (the "**Affected Party**") shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by

- (a) fire, flood, elements of nature or other acts of God;
- (b) any outbreak or escalation of hostilities, war, riots or civil disorders in any country;
- (c) any act or omission of the other party or any government authority;
- (d) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or
- (e) the nonperformance by a third party for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment such as described in clause 14.1.

14.3 In any such event, the **Affected Party** shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable, provided that:

- (a) Notice: whenever the **Affected Party** becomes aware that such a result has occurred or is likely to occur, the **Affected Party** will, as soon as practicable, notify the other party by written notice accordingly;
- (b) Continued Performance: each party will continue to use commercially reasonable efforts to perform its obligations as required under this Agreement; and
- (c) No Deemed Acceptance of Extra Costs: neither party will be deemed to have accepted any liability to pay or share any extra costs which may be incurred by the other party in complying with this clause or otherwise resulting from such act, omission or failure; and
- (d) Charges: this clause 14 will not apply in respect of The city's obligation to pay any charges or Fees payable under this Agreement.

15. License

15.1 Grant of License: Windcave grants to The city a non-exclusive, non-transferable license to use the Windcave Solution, the Goods, the Software and the

Documentation for the Term of this Agreement solely for the Permitted Use. Any other use or dealings with the Windcave Solution, the Goods, the Software or the Documentation without the prior written consent of Windcave will be a material breach of this Agreement. Except to the extent specifically authorized under this Agreement, The city must not sub-license, transfer, assign, rent or sell any of the Windcave Solution, the Goods, the Software or the Documentation or the right to use the Windcave Solution, the Goods, the Software or the Documentation.

15.2 Windcave Warranty: Windcave warrants that Windcave has the right and authority to grant to The city the license set out at clause 15.1, in accordance with the terms of this Agreement.

16. Terms of Use

16.1 Adequacy: The city must satisfy itself as to the adequacy, appropriateness and compatibility of the Windcave Solution and/or the Goods for its requirements. Without limiting the foregoing, The city acknowledges that it has not relied on any statements or representations on the part of Windcave as to performance or functionality, verbal or otherwise, except as expressly recorded in this Agreement.

16.2 Windcave Logo: If The city uses a capture method for credit or debit card processing using a system which is not hosted by Windcave, The city agrees to display the Windcave Logo in a readily visible position on the user interface of The city's system where the credit or debit card data is captured. The Windcave Logo must not be altered or used for any other purpose without the prior written consent of Windcave.

16.3 Compliance: If The city is not compliant with one or more of the Security Standards, The city must not capture or store any credit or debit card number or expiry date locally on The city's or a non-compliant third party's system.

16.4 No Right to Copy, Alter or Modify: The city may make a reasonable number of copies of the Software for backup and disaster recovery purposes only. Except for such back-up copies, The city must not, and must not permit any other person to, copy, reproduce, translate, adapt, vary, repair or modify all or any part of the Windcave Solution, the Goods, the Software or the Documentation by any means or in any form without Windcave's prior written consent.

16.5 Permitted Use: The city may not:

- (a) use the Windcave Solution, the Goods, the Software or the Documentation for any purpose other than the Permitted Use; or
 - (b) use the Software independently of the other components of the Windcave Solution unless Windcave has given prior written consent to do so.
- If this Agreement is terminated, The city's right to use the Windcave Solution, the Software and the Documentation will automatically terminate and The city must immediately remove all copies of the Software from its system(s) and return the Windcave Solution, the Goods, the Software and the Documentation to Windcave

16.6 Reverse Engineering: The city must not, and must not permit any other person to, reverse assemble or decompile the whole or any part of the Software.

16.7 No Third Party Use: Except as expressly provided for in this Agreement, The city must not provide, or otherwise make available, the Windcave Solution the Goods, the Software or the Documentation or any component thereof in any form to any person (a "Third Party") without the prior written consent of Windcave. If Windcave grants such consent, The city must ensure that the Third Party complies with the provisions of clauses 8, 13, 15 and 16 (so far as those provisions relate to The city) as if the Third Party were a party to this Agreement. The city will be liable to Windcave for all acts or omissions of any Third Party in contravention of the provisions of clauses 8, 13, 15 and 16.

16.8 Installation: The city will be responsible for, and all bear all costs associated with, the installation, operation, maintenance and support of the Goods.

16.9 Windcave Testing Prior to Launch: Prior to any permitted use of Windcave products and/or Software by The city or any third party, Windcave shall be entitled to test all Windcave products and Software that The city purchases, rents, or intends to use for at least seven (7) Business Days ("Pre-launch Testing"). Such Pre-launch Testing shall also entitle Windcave to at least three (3) Business Day to test transaction processing and settlement.

16.10 Labels: The city will not remove or deface any labels affixed by Windcave to the Goods. The city will not affix any label to the Goods.

17. Rental/Loan of Goods

Where The city agrees to rent or borrow Goods from Windcave, the following terms and conditions apply:

- (a) **Ownership:** Legal and beneficial ownership of, and title to, the Windcave Solution, the Goods, the Software and the Documentation remains at all times with Windcave;
- (b) **Risk:** The city will bear the risk of, and be responsible for, all loss (including theft) of or damage to, the Goods from the time that they are first delivered to The city until the time that they are delivered back to Windcave;
- (c) **Maintain Goods:** The city must take reasonable steps to avoid exposure of the Goods to excessive heat, dust and moisture, liquids and electrical and physical shock;
- (d) **License Terms:** The city must comply with all manufacturer's license terms applicable to the Goods (as supplied with the Goods or otherwise notified by Windcave to The city from time to time);
- (e) **Theft, Seizure, Loss, Damage, Repairs:** If for any reason the Goods are stolen, seized, lost, damaged or require repairs, The city must immediately advise Windcave of the theft, seizure, loss, damage or repairs required. The city must pay all costs and comply with Windcave's directions in connection with replacing or recovering the Goods, repairing any damage or the replacing of any parts (fair wear and tear excepted). The city must continue to pay the Fees while the Goods are being replaced or repaired or, in the event of theft, seizure or loss, while the Goods are missing. Windcave will not be liable for any loss or damage in relation to the unavailability of the Goods;
- (f) **No Dealing or Modifying or Security Interests:** The city must not sell, lend, lease, transfer, modify or otherwise deal with the Goods without first obtaining Windcave's written consent. The city must not create, or allow to be created, a security interest over the Goods;
- (g) **Inspection:** The city must allow Windcave to inspect the Goods at any time during normal business hours, provided that Windcave first gives The city not less than 2 Business Days notice;
- (h) **Return of Goods:** When this Agreement ends (either by completion of the Term or by way of termination), The city will, at The city's expense, return the Goods, in good working order and undamaged condition (fair wear and tear excepted) to Windcave's place of business. If the The city fails to return the Goods within 14 Business Days of the end of the Agreement, The city will pay Windcave the fair value of the Goods as at the completion of the Term;
- (i) **Repossession:** If The city does not return the Goods when required hereunder, Windcave may (subject to compliance with applicable law) enter any premises where Windcave reasonably believes that the Goods may be located and The city will provide all reasonable authority and assistance to enable recovery of those Goods by Windcave. The city will be liable to Windcave for costs incurred by Windcave in recovering the Goods; and
- (j) **Further supply:** The rental of Goods by Windcave to The city does not guarantee The city that Windcave will supply Goods beyond the Initial Term.

18. Windcave Support Services

18.1 Support: Windcave will provide the Support Services to The city.

18.2 Emergency Support Services and Other Services: Windcave may make available the Emergency Support Services. If The city requires Emergency Support Services and/or services additional to the Support Services Windcave may, if it agrees to provide those services to The city, charge The city for those services on a time and materials basis and on such other terms and conditions as may be agreed between the parties.

18.3 Alterations to Software: Windcave may, at its sole discretion, alter, upgrade, update or change the Windcave Solution at any time during the Term of this

Agreement. The city acknowledges and agrees that, if The city fails to promptly install all updates to any software forming part of the Windcave Solution supplied by Windcave in connection with this Agreement, The city may be unable to process Transactions and that:

- (a) Windcave will not be liable to The city under this Agreement in respect of such inability; and
- (b) Windcave will be released from any obligation to supply the Support Services during any period which The city has failed to install any such update.

18.4 Windcave Website: The city acknowledges and agrees that Windcave may, at its sole discretion, determine what information, data, features and functionality is made available to The city via the Windcave Website. The city agrees to comply with any terms that Windcave may specify in relation to The city's use of the Windcave Website. In the event of any inconsistency between the terms and conditions of this Agreement and those on the Windcave Website, the terms and conditions of this Agreement will apply to the extent of that inconsistency. Windcave will supply user names and passwords to enable authorized users of The city to access the Windcave Website. The city must keep such user names and passwords secure and made known only to authorized users and will be responsible for all use of the Windcave Website through use of The city's user names and passwords. If The city breaches any term of this Agreement or the terms of use of the Windcave Website, Windcave may disable The city's user names and passwords.

18.5 Refunds: The city authorizes Windcave to process repayment transactions to its patrons, who have previously made payment using Windcave solutions, on a one-to-one matching basis ("Refund Transactions"). The city shall be solely responsible for auditing Refund Transactions and determining that a one-to-one match is made between a transaction and its matching Refund Transaction. The city accepts all liability for Refund Transactions. Windcave shall not be liable for any losses or damages incurred as a result of a Refund Transaction.

18.6 Offline Mode: The city authorizes Windcave to enable processing of credit cards offline in the event of an internet failure ("Offline Mode"). In addition, The city authorizes Windcave to enact service in Offline Mode until internet service is restored for a maximum of 4 hours per event. Transactions in Offline Mode are capped at \$50 dollars maximum per transaction per card and a maximum of 500 transactions processed per device per Offline Mode event. Transactions in Offline Mode are also capped at \$1,000 per device per Offline Mode event. The city and Windcave agree and acknowledge that Windcave is not liable for unsuccessful transactions that are a result of Offline Mode transaction processing. The city is responsible with acquiring approval from its banking partner for operation of Offline Mode. Windcave is not liable if the terms of this Clause or the operation of Offline Mode causes The city's account to be downgraded, shut down, disrupted, or otherwise adversely impacted in any way.

19. General

19.1 Entire Agreement: This Agreement including all schedules hereto records the entire arrangement between the parties relating to all matters dealt with in this Agreement and supersedes all previous arrangements, whether written, oral or both, relating to such matters.

19.2 Disputes: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. If the parties fail to negotiate a resolution to a dispute within a reasonable time (not exceeding 20 Business Days from formal notice of the dispute being given by one party to the other), either party may require that the dispute be submitted to mediation through JAMS, such mediation to take place in Phoenix, Arizona. A mediator shall be selected by mutual agreement or through procedures provided by JAMS. In such case:

- (a) the mediator will not be acting as an expert or as an arbitrator;
- (b) the mediator will determine the procedure and timetable for the mediation; and
- (c) the parties will share equally the cost of the mediation.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. Neither party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any dispute, unless that party has first taken all reasonable steps to comply with the dispute resolution process above. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this clause 19.2 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

19.3 Waiver: No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by either party shall in any way limit or waive the right of such party to subsequently enforce and compel strict compliance with the provisions of this Agreement.

19.4 Severance: Any provision in this Agreement which is or becomes unenforceable, illegal or invalid for any reason shall be severed and shall not affect the enforceability, legality, validity or application of any other provision which shall remain in full force and effect.

19.5 Assignment: Windcave may assign all or any of its rights and obligations under this Agreement to any person without The city's consent. The city may not transfer or assign any of its liabilities or rights under this Agreement to any other person without Windcave's prior written consent (such consent not to be unreasonably withheld, provided Windcave is satisfied as to the suitability of the assignee and The city pays to Windcave its reasonable costs incurred in connection with the assignment).

19.6 Amendment: Except as expressly provided for in this Agreement, no amendment to this Agreement will be valid unless recorded in writing and signed by a duly authorized senior representative of each party.

19.7 Governing Law and Jurisdiction: This Agreement is governed by the laws of Arizona. Subject to the terms of clause 19.2, the parties submit to the jurisdiction of the courts of the State of Arizona in respect of all matters relating to this Agreement.

19.8 Remedies: The rights, powers and remedies provided in this Agreement are not exclusive of any rights, powers or remedies provided by law.

19.9 Subcontracting: Windcave may appoint subcontractors to perform any of its obligations under this Agreement.

19.10 Counterparts and Copies: This Agreement may be signed in any number of counterpart copies which, read together, will constitute one and the same document. Any facsimile copy of this agreement or copy of this agreement sent via email in PDF format (including any facsimile copy or copy sent via email in PDF format, of any document evidencing either party's signature of this agreement) may be relied upon by the other party as if it were an original copy. This Agreement may be entered into on the basis of an exchange of such facsimile or PDF copies.

19.11 Notices: Any notice or other communication to be given under this Agreement must be in writing and must be served by one of the following means and in respect of each is deemed to have been served as described:

- (a) By personal delivery when received by the party.
- (b) By post by registered or ordinary mail – on the second working day following the date of posting in the United States mail to the addressee's registered office.
- (c) By email – when acknowledged by the party orally or by return email or otherwise in writing.

The addresses for the parties for Notices shall be as set out on Page 1 of this Agreement or such other address as either party specifies by notice in writing to the other given in accordance with this clause 19.11.

19.12 Conflicts: In the event of any conflict or inconsistency between this Agreement and the terms of a purchase order made by The city to Windcave, this

Agreement shall govern and control.

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

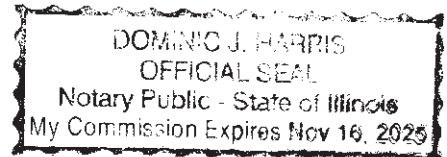
WINDCAVE, INC.

By: *William Sanders*

Its: _____

^{ILLINOIS}
STATE OF MICHIGAN)
) ss: *Dwayne*
COUNTY OF ~~OAKLAND~~)

On this *8* day of *August*, 2023, before me personally appeared *Nikolas A. Landner* who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.



Dwayne Notary Public
Dwayne County, ~~Michigan~~ ^{ILLINOIS}
Acting in *Dwayne* County, ~~Michigan~~ ^{ILLINOIS}

My commission expires: *Nov 16 2025*

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

Aaron Ford, Parking Manager
(Approved as to substance)

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

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



MEMORANDUM

Engineering Department

DATE: August 9, 2023

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Oakland County Local Government Critical Infrastructure Planning
Interlocal Grant Agreement Amendment

INTRODUCTION:

The City has an agreement with Oakland County for a Local Government Critical Infrastructure Planning grant. Oakland County has requested an amendment to this interlocal agreement.

BACKGROUND:

The City Commission approved the interlocal agreement for the Oakland County Local Government Critical Information Planning grant at the [October 3, 2022](#) City Commission meeting for a \$100,000.00 grant. Oakland County would like to amend the agreement with the following:

- Add a sentence to the first paragraph on the first page with "Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee."
- Delete paragraph 5.f under Public Body Affirmations.
- Modify paragraph 10., Comply with Laws, to add subparagraph f. "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."

LEGAL REVIEW:

The City Attorney has reviewed the amendment and has no concerns or objections.

FISCAL IMPACT:

The revenue from this grant has been included in the budget for the 2022/2023, 2023/2024, and 2024/2025 fiscal years in the Water Fund and Sewer Fund. The amendment to this interlocal agreement has no cost impacts.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

The requested amendment will be publicized as part of the City Commission agenda packet of August 14, 2023.

SUMMARY:

It is recommended the City amends the Oakland Local Government Critical Infrastructure Planning Interlocal Agreement by approving Amendment 1.

ATTACHMENTS:

- Amendment to Interlocal Agreement (2 pages)
- Oakland Local Government Critical Infrastructure Planning Interlocal Agreement (24 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to amend the interlocal agreement between the City and Oakland County for the \$100,000 Local Government Critical Infrastructure Planning grant award. In addition, to authorize the City Engineer to sign Amendment 1 on behalf of the City, and to direct the City Clerk to witness the amendment.

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
THE CITY OF BIRMINGHAM**

Amendment 1

The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND THE CITY OF BIRMINGHAM** (“Agreement”) as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: “Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee.”
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, “Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable.”
4. This Amendment will be effective on August 14, 2023.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

IN WITNESS WHEREOF, Melissa A. Coatta, P.E. City Engineer hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, to execute this Amendment on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Amendment.

EXECUTED: _____ DATE: _____
Melissa A. Coatta, P.E., City Engineer, City of Birmingham

WITNESSED: _____ DATE: _____
Alexandria Bingham, City Clerk

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _____

David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____



Oakland County Executive
ATTN Kenneth Dobson
2100 Pontiac Lake Road
Waterford, MI 48328

Friday, November 4, 2022

Enclosed is the agreement for local fiscal recovery fund distribution between Oakland County and the City of Birmingham. I have also included the resolution of street administrator. After all the signatures have been completed, please send us a fully executed copy to:

City Clerk's Office
151 Martin
Birmingham, MI 48009

Thank you,

A handwritten signature in black ink that reads "Alexandria Bingham".

Alexandria Bingham
City Clerk
City of Birmingham
abingham@bhamgov.org
248.530.1802

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Birmingham**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Birmingham ("Public Body"), 151 Martin Street, Birmingham, Michigan, 48009, Oakland County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives

Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall

required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

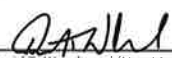
- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

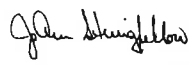
IN WITNESS WHEREOF, Melissa A. Coatta, P.E. City Engineer hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED:  DATE: 11/3/22
Melissa A. Coatta, P.E., City Engineer, City of Birmingham

WITNESSED:  DATE: 11/3/22
Alexandria Bingham, City Clerk

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED:  DATE: May 11, 2023
David Y. Woodward (May 11, 2023 10:24 EDT)
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED:  DATE: May 11, 2023
Oakland County Board of Commissioners
County of Oakland

Memorandum

To: City of Birmingham
 From: Hubbell, Roth, & Clark
 Date: March 31, 2022
 Subject: Project Summary for Birmingham Combined Sewer System Planning HRC Job No. 20220030
 Oakland County Local Government Critical Infrastructure Grant

The following is a summary of the proposed City of Birmingham Sewer Infrastructure Planning. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need

As a benefit of the Stormwater, Asset Management, and Wastewater (SAW) program in 2019, the city was able to televise 60% of their sanitary and combined sewers. From this data, the city compiled a 20-year Capital Improvement Plan (CIP) to incorporate into their Asset Management Plan (AMP) developed during this SAW program. By implementing a routine rehabilitation plan to follow the existing CIP and additional beneficial system programs, this will prevent assets from unexpected deterioration and emergency replacement costs. The proposed scope of work to be performed with this grant funding includes the following tasks/programs:

- A. The planning efforts as part of this project will determine the most cost-effective intervention and culminate in development of an updated CIP and AMP.
- B. Integrate AMP with Cartegraph, a computerized maintenance management software (CMMS).
- C. Develop a system model and capacity analysis.
- D. Develop Green Infrastructure implementation strategy and opportunities.
- E. Funding rate analysis for future maintenance and improvements.
- F. Develop relief sewer program for two (2) target areas.
- G. Multi-year program work plan to complete the necessary sewer maintenance and rehabilitation work identified during the SAW program and from recent investigations.
- H. Develop a program to evaluate and Closed-Circuit Televis (CCTV) the untelevised segments and critical areas of the city sewer system. Condition data collected will be reviewed and evaluated to identify pipes that require repair, rehabilitation and/or replacement.
- I. Develop a maintenance and root control program.

Desired Outcomes

The proposed project addresses the Oakland County Local Government Critical Infrastructure Planning Grant program's priorities:

Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517 694 7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Hawell 105 W. Grand River Hawell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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to the rate payers. In addition, an updated condition assessment and capacity analysis of the system will help identify areas where basement backups or CSOs may occur and will assist in locating areas where green infrastructure opportunities or a relief sewer may be beneficial, thus reducing the likelihood of these events.

Managing and maintaining our infrastructure systems effectively are crucial for the economic prosperity of the city. The City of Birmingham is seen as a desirable place to live and work and part of that perception is due to the high level of service that the city can provide. The planning efforts that this grant will enable will help the city achieve their goals for maintaining a high level of sewer service.

Methods, Strategies, & Project Estimates:

The proposed scope of work of the Sewer Infrastructure Planning efforts are as follows:

- ≡ The CCTV inspection data of the AMP CIP and additional segments that have been televised since development of the CIP will be reviewed to identify sewer pipes that have an unacceptable level of risk of failure and integrated with CMMS software that was initiated during the SAW program. The planning efforts will determine the most cost-effective intervention and provide a comprehensive list of proposed improvements. The evaluation can also be coordinated with other proposed infrastructure improvements in the city, such as road, water main, and lead service line replacements. Due to the fact that not all sewers were eligible for televising at the time of the SAW grant, some are approaching the end of their useful life. Birmingham plans to develop a program to complete inspection and maintenance of those as well.
- ≡ Developing a model of the system and analyzing capacity considering climate change and resiliency principles, a relief sewer program can be developed. The city would also look into opportunities for encompassing green infrastructure to address capacity issues using practices, such as vegetated rooftops, roadside plantings, absorbent gardens, and other measures that capture, filter, and reduce stormwater entering into the combined sewer system. Last summer's rain events identified two (2) neighborhood that will be looked at closer to address capacity concerns.
- ≡ Efforts to look into how the city sets sewer rates and fund for sewer system maintenance and improvement projects will be conducted. Various funding scenarios can be evaluated and communicated to the elected officials.
- ≡ To develop a project plan or similar document with detailed planning over a number of years for implementing the sewer system repair and rehabilitation program recommended in the AMP during the SAW Grant Program (value of this rehabilitation work was estimated at \$12-15 million).
- ≡ Using condition data and previous studies, a routine sewer maintenance and root control program will be developed as part of this project planning, including recommendations for annual budgeting.

Attached are the following documents and figures developed during the SAW Grant that is beneficial for the planning efforts:

- ≡ Location map of the sewers that were televised
- ≡ 0-20-year CIP location map
- ≡ 0-20-year CIP detailed cost list
- ≡ Business Risk Evaluation (BRE) and Probability of Failure (POF) maps
- ≡ 4-year root treatment schedule map



HRC
 HUBBELL, ROTH & CLARK, INC.
 CONSULTING ENGINEERS UNCT, LTD.

Legend

- Televised Pipes
- Sewer Main
- Storm Sewer
- Sanitary Sewer
- Combined Sewer

PROJECT TITLE:

City of Birmingham
 Sewer System
 Televised Pipes

OAKLAND COUNTY MICHIGAN



HRC JOB NO.
 20220090.24

DATE
 3/31/2022

FIGURE NO:

1



CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM
6-20 YEAR CIP EXAMPLE
RECOMMENDED STRUCTURAL REPAIRS

2025-2034 CIP

Asset ID	Asset Type	System	By Authority Of	Item Number	Replacement Date	Pipe Material	DN (in)	Length (ft)	Proposed Qty	One-Qual Est	Opt. Cr. Cost (\$)	Line Pipe Cost (\$)	Sub-Liner Cost (\$)	Spot-Liner Cost (\$)	Perk. Repair Cost (\$)	Perk. Pipe Cost (\$)	Perk. Man. Cost (\$)	Perk. Other Cost (\$)	Perk. Total Cost (\$)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)	Comm. Start Date (MM/DD)	Comm. End Date (MM/DD)	Comm. Length (Years)	Annualized Cost (\$/Year)	Annualized Cost (\$/Mile)
27031	Sanitary	Sanitary	City of Birmingham	1023-0100	07/20/28	Clay w/VP	18	1,375.00	22	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	1,375.00	07/20/28	07/20/28	1	07/20/28	07/20/28	1	1,375.00	1,375.00	07/20/28	07/20/28	1	1,375.00	1,375.00	07/20/28	07/20/28	1	1,375.00	1,375.00	07/20/28	07/20/28	1	1,375.00	1,375.00	07/20/28	07/20/28	1	1,375.00	1,375.00	07/20/28	07/20/28	1	1,375.00	1,375.00



CITY OF BIRMINGHAM SANITARY/COMBINED SYSTEM
5-30 YEAR CIP EXAMPLE
RECOMMENDED STRUCTURAL REPAIRS

Asset ID	Asset Type	Asset Location	Asset Size (ft)	Asset Age	Asset Condition	Asset Status	Asset Notes
AS001	Sanitary	10000	1000	10	Good	Active	
AS002	Sanitary	10000	1000	10	Good	Active	
AS003	Sanitary	10000	1000	10	Good	Active	
AS004	Sanitary	10000	1000	10	Good	Active	
AS005	Sanitary	10000	1000	10	Good	Active	
AS006	Sanitary	10000	1000	10	Good	Active	
AS007	Sanitary	10000	1000	10	Good	Active	
AS008	Sanitary	10000	1000	10	Good	Active	
AS009	Sanitary	10000	1000	10	Good	Active	
AS010	Sanitary	10000	1000	10	Good	Active	
AS011	Sanitary	10000	1000	10	Good	Active	
AS012	Sanitary	10000	1000	10	Good	Active	
AS013	Sanitary	10000	1000	10	Good	Active	
AS014	Sanitary	10000	1000	10	Good	Active	
AS015	Sanitary	10000	1000	10	Good	Active	
AS016	Sanitary	10000	1000	10	Good	Active	
AS017	Sanitary	10000	1000	10	Good	Active	
AS018	Sanitary	10000	1000	10	Good	Active	
AS019	Sanitary	10000	1000	10	Good	Active	
AS020	Sanitary	10000	1000	10	Good	Active	
AS021	Sanitary	10000	1000	10	Good	Active	
AS022	Sanitary	10000	1000	10	Good	Active	
AS023	Sanitary	10000	1000	10	Good	Active	
AS024	Sanitary	10000	1000	10	Good	Active	
AS025	Sanitary	10000	1000	10	Good	Active	
AS026	Sanitary	10000	1000	10	Good	Active	
AS027	Sanitary	10000	1000	10	Good	Active	
AS028	Sanitary	10000	1000	10	Good	Active	
AS029	Sanitary	10000	1000	10	Good	Active	
AS030	Sanitary	10000	1000	10	Good	Active	
AS031	Sanitary	10000	1000	10	Good	Active	
AS032	Sanitary	10000	1000	10	Good	Active	
AS033	Sanitary	10000	1000	10	Good	Active	
AS034	Sanitary	10000	1000	10	Good	Active	
AS035	Sanitary	10000	1000	10	Good	Active	
AS036	Sanitary	10000	1000	10	Good	Active	
AS037	Sanitary	10000	1000	10	Good	Active	
AS038	Sanitary	10000	1000	10	Good	Active	
AS039	Sanitary	10000	1000	10	Good	Active	
AS040	Sanitary	10000	1000	10	Good	Active	
AS041	Sanitary	10000	1000	10	Good	Active	
AS042	Sanitary	10000	1000	10	Good	Active	
AS043	Sanitary	10000	1000	10	Good	Active	
AS044	Sanitary	10000	1000	10	Good	Active	
AS045	Sanitary	10000	1000	10	Good	Active	
AS046	Sanitary	10000	1000	10	Good	Active	
AS047	Sanitary	10000	1000	10	Good	Active	
AS048	Sanitary	10000	1000	10	Good	Active	
AS049	Sanitary	10000	1000	10	Good	Active	
AS050	Sanitary	10000	1000	10	Good	Active	
AS051	Sanitary	10000	1000	10	Good	Active	
AS052	Sanitary	10000	1000	10	Good	Active	
AS053	Sanitary	10000	1000	10	Good	Active	
AS054	Sanitary	10000	1000	10	Good	Active	
AS055	Sanitary	10000	1000	10	Good	Active	
AS056	Sanitary	10000	1000	10	Good	Active	
AS057	Sanitary	10000	1000	10	Good	Active	
AS058	Sanitary	10000	1000	10	Good	Active	
AS059	Sanitary	10000	1000	10	Good	Active	
AS060	Sanitary	10000	1000	10	Good	Active	
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AS064	Sanitary	10000	1000	10	Good	Active	
AS065	Sanitary	10000	1000	10	Good	Active	
AS066	Sanitary	10000	1000	10	Good	Active	
AS067	Sanitary	10000	1000	10	Good	Active	
AS068	Sanitary	10000	1000	10	Good	Active	
AS069	Sanitary	10000	1000	10	Good	Active	
AS070	Sanitary	10000	1000	10	Good	Active	
AS071	Sanitary	10000	1000	10	Good	Active	
AS072	Sanitary	10000	1000	10	Good	Active	
AS073	Sanitary	10000	1000	10	Good	Active	
AS074	Sanitary	10000	1000	10	Good	Active	
AS075	Sanitary	10000	1000	10	Good	Active	
AS076	Sanitary	10000	1000	10	Good	Active	
AS077	Sanitary	10000	1000	10	Good	Active	
AS078	Sanitary	10000	1000	10	Good	Active	
AS079	Sanitary	10000	1000	10	Good	Active	
AS080	Sanitary	10000	1000	10	Good	Active	
AS081	Sanitary	10000	1000	10	Good	Active	
AS082	Sanitary	10000	1000	10	Good	Active	
AS083	Sanitary	10000	1000	10	Good	Active	
AS084	Sanitary	10000	1000	10	Good	Active	
AS085	Sanitary	10000	1000	10	Good	Active	
AS086	Sanitary	10000	1000	10	Good	Active	
AS087	Sanitary	10000	1000	10	Good	Active	
AS088	Sanitary	10000	1000	10	Good	Active	
AS089	Sanitary	10000	1000	10	Good	Active	
AS090	Sanitary	10000	1000	10	Good	Active	
AS091	Sanitary	10000	1000	10	Good	Active	
AS092	Sanitary	10000	1000	10	Good	Active	
AS093	Sanitary	10000	1000	10	Good	Active	
AS094	Sanitary	10000	1000	10	Good	Active	
AS095	Sanitary	10000	1000	10	Good	Active	
AS096	Sanitary	10000	1000	10	Good	Active	
AS097	Sanitary	10000	1000	10	Good	Active	
AS098	Sanitary	10000	1000	10	Good	Active	
AS099	Sanitary	10000	1000	10	Good	Active	
AS100	Sanitary	10000	1000	10	Good	Active	

EXAMPLE PIPE CIP UNIT COSTS TABLE

Unit Cost Table	Pipe Dia	Unit Cost	Unit
Light Clean, CCTV	8	3.5	\$/LF
Light Clean, CCTV	10	4.0	\$/LF
Light Clean, CCTV	12	4.5	\$/LF
Light Clean, CCTV	15	5.0	\$/LF
Light Clean, CCTV	18	5.5	\$/LF
Light Clean, CCTV	21	6.0	\$/LF
Light Clean, CCTV	24	6.5	\$/LF
Light Clean, CCTV	27	7.0	\$/LF
Light Clean, CCTV	30	7.0	\$/LF
Light Clean, CCTV	36	7.5	\$/LF
Light Clean, CCTV	48	8.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	8	8.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	10	9.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	12	10.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	15	12.0	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	18	13.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	21	15.0	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	24	16.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	27	18.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	30	18.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	36	22.5	\$/LF
Heavy Clean, Pre CCTV, Post CCTV	48	28.5	\$/LF
Open Cut Replacement	8	280	\$/LF + X
Open Cut Replacement	10	300	\$/LF + X
Open Cut Replacement	12	320	\$/LF + X
Open Cut Replacement	15	340	\$/LF + X
Open Cut Replacement	18	360	\$/LF + X
Open Cut Replacement	21	400	\$/LF + X
Open Cut Replacement	24	440	\$/LF + X
Open Cut Replacement	27	460	\$/LF + X
Open Cut Replacement	30	480	\$/LF + X
Open Cut Replacement	36	540	\$/LF + X
Open Cut Replacement	48	450	\$/LF + X
Full CIPP Lining	8	80	\$/LF
Full CIPP Lining	10	100	\$/LF
Full CIPP Lining	12	120	\$/LF
Full CIPP Lining	15	130	\$/LF
Full CIPP Lining	18	140	\$/LF
Full CIPP Lining	21	150	\$/LF
Full CIPP Lining	24	170	\$/LF
Full CIPP Lining	27	200	\$/LF
Full CIPP Lining	30	250	\$/LF
Full CIPP Lining	36	350	\$/LF
Full CIPP Lining	48	500	\$/LF

EXAMPLE PIPE CIP UNIT COSTS TABLE

Unit Cost Table	Pipe Dia	Unit Cost	Unit
Chemical Grout (Runner/Gusher)	8	500	Ea
Chemical Grout (Runner/Gusher)	10	600	Ea
Chemical Grout (Runner/Gusher)	12	700	Ea
Chemical Grout (Runner/Gusher)	15	800	Ea
Chemical Grout (Runner/Gusher)	18	900	Ea
Chemical Grout (Runner/Gusher)	21	1,000	Ea
Chemical Grout (Runner/Gusher)	24	1,200	Ea
Chemical Grout (Runner/Gusher)	27	1,300	Ea
Chemical Grout (Runner/Gusher)	30	1,300	Ea
Chemical Grout (Runner/Gusher)	36	1,500	Ea
Chemical Grout (Runner/Gusher)	48	2,000	Ea
Clean and Seal Lateral	8	850	Ea
Clean and Seal Lateral	10	850	Ea
Clean and Seal Lateral	12	850	Ea
Clean and Seal Lateral	15	900	Ea
Clean and Seal Lateral	18	950	Ea
Clean and Seal Lateral	21	1,500	Ea
Clean and Seal Lateral	24	2,500	Ea
Clean and Seal Lateral	27	2,750	Ea
Clean and Seal Lateral	30	2,750	Ea
Clean and Seal Lateral	36	3,000	Ea
Clean and Seal Lateral	48	3,500	Ea
Root Control (Temp 1-3 years)	8	1.6	\$/LF
Root Control (Temp 1-3 years)	10	1.8	\$/LF
Root Control (Temp 1-3 years)	12	2	\$/LF
Root Control (Temp 1-3 years)	15	2.5	\$/LF
Root Control (Temp 1-3 years)	18	3	\$/LF
Root Control (Temp 1-3 years)	21	3.5	\$/LF
Root Control (Temp 1-3 years)	24	4	\$/LF
Root Control (Temp 1-3 years)	27	5	\$/LF
Root Control (Temp 1-3 years)	30	5	\$/LF
Root Control (Temp 1-3 years)	36	6	\$/LF
Root Control (Temp 1-3 years)	48	8	\$/LF

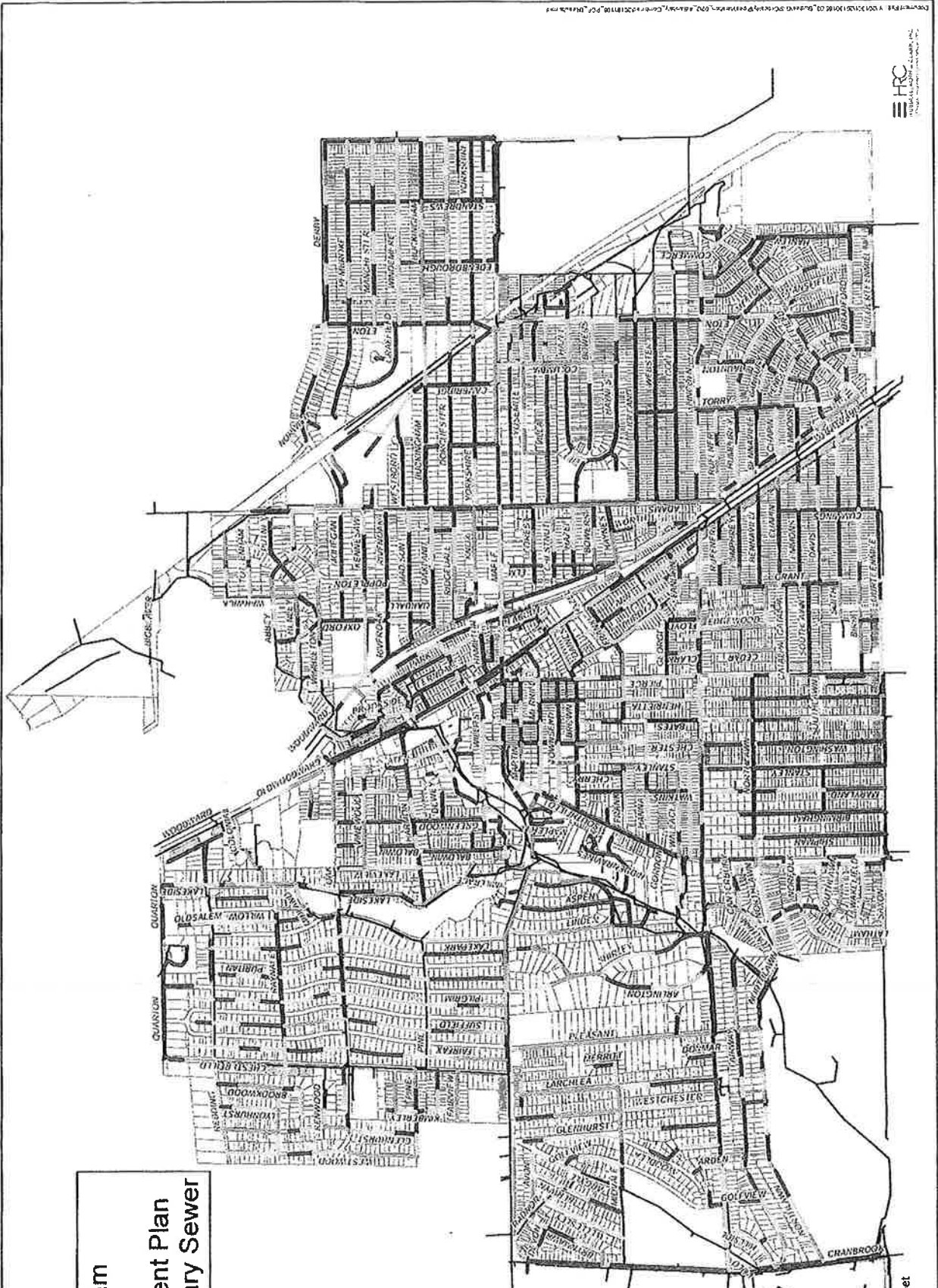


**City of Birmingham
SAW Grant
Asset Management Plan
Combined/Sanitary Sewer**

**Probability of Failure
(POF Results)
Iteration 2.4**

Legend

Sewer Mains	POF (out of 5)
1.0 - 1.9 (32.6%)	2.0 - 2.9 (24.7%)
3.0 - 3.9 (32.0%)	4.0 - 4.9 (10.8%)
5.0 (0.002%)	Other Sewers



Memorandum

To: City of Birmingham
From: Hubbell, Roth, & Clark
Date: March 31, 2022
Subject: Project Summary for City of Birmingham Water Distribution System Work Plan
Oakland County Local Government Critical Infrastructure Grant

HRC Job No. 20220030

The following is a summary of the proposed City of Birmingham Water Distribution System Planning. This is provided as supplemental information for an application for funding through the Oakland County Local Government Critical Infrastructure Grant program.

Statement of Need:

This project will include watermain size inventory update and creation of a replacement master plan. Current data shows there are 5 miles of 4-inch watermains and 33 miles of 6-inch watermains in the city, as shown in the attachments. Currently water mains are replaced on a need-by-need basis, approximately 1-mile every year, as other infrastructure projects are completed. The average year these 4-inch and 6-inch watermains were installed was 1927 and they are approaching their end of useful life of 100-years old.

By creating a watermain master plan, the city will be able to strategically plan and budget for replacement of 4-inch and 6-inch water mains, renew the water system's useful life, decrease potential of watermain breaks, and address pressure issues that result from higher demands on the system and undersized water mains. The projects outlined herein can be scheduled and coordinated with other infrastructure projects, including lead service line replacements. The proposed scope of work is as follows:

- A. Development of an updated Water Asset Management Plan (WAMP).
- B. Integrate AMP with Cartegraph, a computerized maintenance management software (CMMS).
- C. Water system model update and aging analysis
- D. Analyze budget impacts for this program for various periods of completion and their resulting effect of the water rates and/or bond sales.
- E. Creation of a city master plan to replace the 4-inch and 6-inch water mains.
- F. Development of a routine maintenance/ flushing program.

Desired Outcomes:

The proposed project addresses the following Oakland County Local Government Critical Infrastructure Planning Grant Program priorities:

1) Protect Public Health.

Distribution systems can experience a decrease in pressure for various reasons including water main breaks. Loss of pressure in a drinking water distribution system may cause movement of water from outside the pipe to the inside through cracks, breaks, or joints in the distribution system which can cause contamination and health concerns.

Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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- 1) **Serious risk to public health**— The project has a substantial impact on public health as described in the previous section.
- 2) **Meeting Customer expectations for Reliable, High-Quality Service** – Water system customers expect clean drinking water with adequate pressure and minimum break disturbances. The development of these water distribution system work plans will lead directly to maintaining a reliable system for customers and the city.

Methods, Strategies, & Project Estimate:

The proposed scope of work of the sewer planning efforts are as follows:

- ≡ The city and their contracted consulting engineers will perform the professional services work associated with this project including utilizing GIS and historic plans to verify the undersized watermain locations and create a city master plan to replace the 4-inch and 6-inch water mains over a number of years. Attached is a map and list of these 4-inch and 6-inch watermains. An initial program may include approximately 10 miles of water main replacement with an estimated project cost of \$14-18 million.
- ≡ A funding analysis would be performed to review the budget impacts for this program by evaluating various periods of completion, scheduling, and coordination efforts with other infrastructure projects to determine the resulting impact on the water rates and/or bond sales.
- ≡ The city’s consulting engineer currently has a water model of their system that is used for modeling pressures, fire flows, and reliability of the system. As part of this project, the water model will be updated to include updated information and location of assets in order to maintain accuracy of the modeling results.
- ≡ Once the WAMP has been updated as part of this project, the AMP will be integrated with Cartegraph, a software that was initiated during the SAW Grant Period.
- ≡ Using condition data and previous studies, a routine maintenance and flushing program will be developed as part of this project.

Budget:

TASK	DESCRIPTION	ESTIMATED HOURS	ESTIMATED COST
A	Further Develop Water Distribution System Asset Management Plan	50	\$ 6,000
B	Integrate AMP with CMSS Software (Cartegraph)	100	\$ 12,000
C	Water System Model Update & Water Aging Analysis	100	\$ 12,000
D	Funding/Rate Analysis for Future Maintenance & Improvements	75	\$ 9,000
E	Develop WM Replacement Program (4" & 6" mains) Work Plan	200	\$ 24,000
F	Develop Maintenance/Flushing Program	100	\$ 12,000
	TOTAL GRANT REQUEST (includes 50% City Match)	625	\$ 75,000

Schedule:

All proposed work shall be completed on or before September 2023 with preliminary planning starting within the next few months.

Contacts:

City of Birmingham
James Surhigh, P.E. (Consulting City Engineer)
cityengineer@bhamgov.org

Hubbell, Roth & Clark, Inc.
Maria Corona (Graduate II Engineer)
mcorona@hrcenr.com

City of Birmingham
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
79	P-32	4	Unknown	1926	508.03
112	P-49	4	Unknown	1926	361.66
141	P-69	4	Cast Iron	1921	624.4
199	P-90	4	Cast Iron	1921	1,097.84
202	P-93	4	Cast Iron	1921	538.54
312	P-156	4	Cast Iron	1920	219.79
313	P-157	4	Cast Iron	1920	891.57
314	P-158	4	Cast Iron	1920	642.53
316	P-159	4	Cast Iron	1920	750.96
317	P-160	4	Cast Iron	1920	677.34
318	P-161	4	Cast Iron	1920	645.86
319	P-162	4	Cast Iron	1920	549.27
415	P-216	4	Unknown	1920	483.18
418	P-218	4	Unknown	1920	266.25
420	P-219	4	Cast Iron	1924	1,777.15
422	P-220	4	Cast Iron	1924	863.18
551	P-296	4	Unknown	1926	1,015.84
562	P-303	4	Cast Iron	1931	565.61
563	P-304	4	Cast Iron	1928	565.43
564	P-305	4	Unknown	1926	561.97
717	P-391	4	Cast Iron	1926	317.49
718	P-392	4	Cast Iron	1917	870.43
833	P-464	4	Cast Iron	1923	449.2
835	P-465	4	Cast Iron	1923	330.01
838	P-468	4	Cast Iron	1923	500.72
1152	P-656	4	Cast iron	1925	227.22
1153	P-657	4	Cast Iron	1925	836.97
1155	P-659	4	Cast Iron	1925	832.06
1330	P-772	4	Unknown	1925	351.15
1332	P-773	4	Unknown	1925	701.09
1336	P-775	4	Unknown	1925	338.11
1337	P-776	4	Unknown	1925	375.67
1341	P-779	4	Unknown	1925	556.28
1342	P-780	4	Unknown	1925	586.53
1344	P-781	4	Unknown	1925	345.12
1346	P-782	4	Unknown	1925	317.94
1358	P-789	4	Unknown	1925	512.04
1360	P-790	4	Unknown	1925	237.71
1361	P-791	4	Unknown	1925	358.38
1366	P-795	4	Unknown	1925	457.67
1419	P-825	4	Cast Iron	1924	547.02
1459	P-854	4	Ductile Iron	1993	244.39
1959	P-1111	4	Cast iron	1946	138.65
2034	P-1127	4	Cast iron	1965	214.22
2071	P-1137	4	Cast iron	1928	286.78

City of Birmingham
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
397	P-205	6	Unknown	1920	864.56
410	P-213	6	Cast Iron	1950	412.75
426	P-222	6	Cast Iron	1924	856.11
434	P-226	6	Cast Iron	1927	842.46
442	P-230	6	Cast Iron	1927	843.11
446	P-232	6	Cast Iron	1927	825.87
449	P-234	6	Cast Iron	1927	317.86
450	P-235	6	Cast Iron	1927	356.27
451	P-236	6	Cast Iron	1927	342.05
452	P-237	6	Cast Iron	1927	369.05
453	P-238	6	Cast Iron	1927	366.67
454	P-239	6	Cast Iron	1927	172.54
457	P-241	6	Cast Iron	1927	159.46
484	P-257	6	Cast Iron	1926	254.45
488	P-259	6	Cast Iron	1926	498.94
490	P-260	6	Cast Iron	1922	1,306.54
501	P-265	6	Unknown	1917	779.73
503	P-266	6	Unknown	1917	310.55
505	P-267	6	Unknown	1917	145.63
511	P-270	6	Unknown	1917	244.55
512	P-271	6	Unknown	1917	284.15
517	P-274	6	Cast Iron	1921	370.37
543	P-288	6	Cast Iron	1940	52.94
580	P-316	6	Unknown	1926	1,000.90
633	P-342	6	Cast Iron	1926	114.08
637	P-344	6	Cast Iron	1926	113.45
638	P-345	6	Cast iron	1926	387.34
659	P-356	6	Cast Iron	1923	380.58
661	P-357	6	Cast Iron	1923	293.42
663	P-358	6	Cast Iron	1923	323.52
665	P-359	6	Cast Iron	1923	253.34
667	P-360	6	Cast Iron	1923	452.36
669	P-361	6	Cast Iron	1923	170
671	P-363	6	Cast Iron	1923	120.1
672	P-364	6	Cast Iron	1923	65.61
673	P-365	6	Cast Iron	1923	61.42
674	P-366	6	Cast Iron	1923	65.44
676	P-367	6	Cast Iron	1917	760.32
678	P-368	6	Cast Iron	1917	970.4
691	P-376	6	Monocast Class 150	1928	760.17
693	P-377	6	Monocast Class 150	1928	613.24
694	P-378	6	Cast Iron	1917	873.93
696	P-379	6	Cast Iron	1917	756.7
701	P-382	6	Cast iron	1917	760.49
708	P-386	6	Ductile Iron	2004	976.9

City of Birmingham
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
1042	P-585	6	Cast Iron	1925	46.43
1044	P-586	6	Cast Iron	1925	256.58
1046	P-587	6	Cast Iron	1925	427.06
1047	P-588	6	Cast Iron	1925	704.27
1053	P-592	6	Cast Iron	1917	288.04
1065	P-600	6	Ductile Iron	1998	431.48
1072	P-605	6	Cast Iron	1950	260.28
1073	P-606	6	Cast Iron	1950	430.48
1074	P-607	6	Cast Iron	1950	524.73
1076	P-608	6	Cast Iron	1963	423.17
1080	P-611	6	Cast Iron	1917	713.55
1095	P-622	6	Cast Iron	1925	669.94
1096	P-623	6	Cast Iron	1925	1,069.60
1099	P-625	6	Cast Iron	1925	269.05
1112	P-632	6	Cast Iron	1948	580.52
1154	P-658	6	Ductile Iron	1991	324.92
1156	P-660	6	Unknown	1996	426.54
1162	P-665	6	Unknown	1925	760.96
1163	P-666	6	Unknown	1925	84.46
1207	P-694	6	Unknown	1915	248.15
1208	P-695	6	Unknown	1915	419.92
1225	P-708	6	Unknown	1917	228.05
1264	P-730	6	Cast Iron	1924	855.6
1265	P-731	6	Cast Iron	1924	936.04
1277	P-738	6	Cast Iron	1925	300.15
1278	P-739	6	Cast Iron	1925	537.08
1289	P-747	6	Cast Iron	1934	390.99
1296	P-751	6	Cast Iron	1934	169.41
1300	P-754	6	Cast Iron	1915	199.53
1302	P-755	6	Cast Iron	1915	137.63
1304	P-756	6	Cast Iron	1915	304.04
1307	P-759	6	Cast Iron	1915	82.06
1318	P-765	6	Unknown	1925	557.47
1320	P-766	6	Unknown	1925	775.04
1322	P-767	6	Unknown	1925	194.73
1324	P-768	6	Unknown	1925	509.77
1326	P-769	6	Unknown	1925	868.69
1334	P-774	6	Unknown	1925	644.47
1339	P-777	6	Unknown	1925	400.52
1340	P-778	6	Unknown	1925	332.19
1355	P-787	6	Unknown	1925	747.41
1356	P-788	6	Unknown	1925	442.57
1362	P-792	6	Unknown	1925	573.18
1364	P-793	6	Unknown	1925	279.74
1365	P-794	6	Unknown	1925	569.84

City of Birmingham
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
1673	P-982	6	Cast Iron	1927	1,032.98
1677	P-985	6	Cast Iron	1950	707.79
1678	P-986	6	Cast Iron	1927	935.98
1681	P-987	6	Cast Iron	1927	1,066.75
1682	P-988	6	Cast Iron	1927	788.95
1708	P-1003	6	Monocast Class 150	1929	828.42
1712	P-1006	6	Monocast Class 150	1929	928.01
1821	P-1029	6	Cast Iron	1924	914.65
1822	P-1030	6	Cast Iron	1924	873.06
1827	P-1033	6	Cast Iron	1927	849.72
1828	P-1034	6	Cast Iron	1927	868.49
1830	P-1035	6	Cast Iron	1927	783.32
1834	P-1038	6	Cast Iron	1927	870.05
1837	P-1040	6	Cast Iron	1927	866.41
1840	P-1042	6	Cast Iron	1927	1,684.23
1867	P-1065	6	Cast iron	1927	186.87
1868	P-1066	6	Cast Iron	1927	165.61
1922	P-1097	6	Unknown	1924	634.19
1925	P-1099	6	Unknown	1924	594.02
1935	P-1107	6	Cast iron	1954	362.68
1952	P-1109	6	Ductile Iron	1980	100.95
1967	P-1114	6	Cast iron	1928	265.63
2029	P-1126	6	Cast iron	1965	376.81
2044	P-1129	6	Ductile Iron	2006	409.89
2051	P-1131	6	Cast iron	1929	564.27
2053	P-1132	6	Cast iron	1929	246.55
2057	P-1134	6	Cast iron	1929	307.3
2064	P-1136	6	Ductile Iron	2002	403.95
2066	P-418(1)	6	Monocast Class 150	1928	243.09
2069	P-418(2)(1)	6	Monocast Class 150	1928	306.31
2070	P-418(2)(2)	6	Monocast Class 150	1928	258.94
2079	P-1141	6	Cast iron	1915	363.82
2088	P-1143	6	Ductile Iron	1984	275.75
2093	P-1144	6	Cast iron	1965	205.4
2098	P-1145	6	Cast iron	1965	249.38
2111	P-1147	6	Cast iron	1954	293.55
2117	P-1150	6	Unknown	2004	466.11
2119	P-1151	6	Unknown	2004	315.35
2170	P-501(1)	6	Unknown	1927	410.87
2171	P-501(2)	6	Unknown	1927	42.89
2180	P-897(2)	6	Cast Iron	1924	53.91
2185	P-783(2)	6	Unknown	1925	816.21
2187	P-228(1)	6	Cast Iron	1927	451.76
2188	P-228(2)	6	Cast Iron	1927	394.59
2197	P-258(2)	6	Cast Iron	1926	49.75

City of Birmingham
Undersized Watermain List

ID	Label	Diameter (in)	Material	Installation Year	Length (Scaled) (ft)
2468	P-972(1)	6	Cast Iron	1927	611.49
2469	P-972(2)	6	Cast Iron	1927	329.04
2471	P-973(1)	6	Cast Iron	1927	528.86
2472	P-973(2)	6	Cast Iron	1927	477.95
2473	P-1188	6	Ductile Iron	0	320.16
2475	P-993(1)	6	Monocast Class 150	1929	513.41
2476	P-993(2)	6	Monocast Class 150	1929	241.92
2478	P-995(1)	6	Monocast Class 150	1929	458.26
2479	P-995(2)	6	Monocast Class 150	1929	452.33
2481	P-921(1)	6	Cast Iron	1927	552.71
2482	P-921(2)	6	Cast Iron	1927	573.24
2484	P-924(1)	6	Cast Iron	1927	531.37
2485	P-924(2)	6	Cast Iron	1927	483.5
2492	P-543(1)	6	Cast iron	1929	851.16
2493	P-543(2)	6	Cast iron	1929	938.42
2495	P-542(1)	6	Cast iron	1929	825.9
2496	P-542(2)	6	Cast iron	1929	584.61

To receive the full grant amount of \$100,000.00 the Public Body must expend a matching amount of \$100,000.00. The grant amount will match the amount expended by the Public Body for the following approved infrastructure projects up to \$100,000.00. The approved project, the grant amount, and the match required for the Public Body are as follows:

Approved Project	Project Budget	Grant Reward	Public Body Match	
			Sewer Fund	Water Fund
			FY 23/24 & 24/25	FY 23/24 & 24/25
Combine Sewer System Planning	\$125,000.00	\$62,500.00	\$62,500.00	
Water Distribution System	\$75,000.00	\$37,500.00		\$37,500.00

The County shall not match any funds spent in excess of \$100,000.00 by the Public Body for the approved project.



MEMORANDUM

Legal

DATE: August 8, 2023

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Amendment to Storm Water Utility Ordinance

INTRODUCTION:

An Ordinance to Amend Part II. of the City Code, Chapter 114 – Utilities, Article VI.-Storm Water Utility Fee is being suggested to clarify how property owners may appeal storm water fees for the property type classified or alleged mathematical error in the calculation of fees.

BACKGROUND:

The storm water utility fee was studied and amended by the City's Engineering Department along with its consultants in December of 2016. In reviewing, Sec.114-402(c) it discusses any "non-single-family residential property owner liable for a storm water utility fee may appeal the determination." However, under subsection (d) it discusses that single-family residential property owners may appeal the determination of their property and the utilization of storm water systems, but it does not designate the process for such an appeal. Subsection (e) says that an appeal may be heard by the storm water utility board as it pertains to non-single family residential property owners, however, it does not speak to single-family residential property owners. One should read this ordinance in conjunction with the City Charter at Sec. 1-19, subsections (a) and (b) which discusses the storm water utility board and its process. Most notably, at Sec. 1-19 Storm water utility appeals board for disputed fees states:

"(b) Functions of the storm water utility appeals board. When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection (a)(1), to a particular situation, that question or dispute shall be directed to the storm water utility appeals board. It shall then be the function of the storm water utility appeals board to conduct a hearing and make a determination, as applicable."

It is important to note that the Charter says that when there is a dispute or a question, a property owner or resident of the City may appeal to the storm water utility board. Therefore, it would

seem logical and appropriate that the ordinance at Sec. 114-400 et seq. would also include an appellate process to the appeals board for any property owner, both non-single family residential property owners and single-family residential property owners.

LEGAL REVIEW:

The City Attorney's office is recommending the amendment to this ordinance as described to clarify the appellate process for all property owners.

FISCAL IMPACT:

It is important that storm water utility fees are correctly assessed for all of the residents of the City of Birmingham and that all fees charged are correct and appropriate.

PUBLIC COMMUNICATIONS:

This ordinance amendment has been set for tonight's agenda and part of the packet.

SUMMARY:

An amendment to the City ordinance at Sec. 114-402 is appropriate to clarify the appeals process of storm water utility fees.

ATTACHMENTS:

1. Redlined version of proposed Ordinance to Amend, Part II of the City Code, Chapter 114 – Utilities, Article VI – Storm Water Utility Fee.
2. Clean version of proposed Ordinance to Amend, Part II of the City Code, Chapter 114 – Utilities, Article VI – Storm Water Utility Fee.

SUGGESTED COMMISSION ACTION:

Make a motion adopting an amendment to Part II of the City Code, Chapter 114 – Utilities, Article VI – Storm Water Utility Fee.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES,
ARTICLE VI – STORM WATER UTILITY FEE**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114. Utilities, Article VI. – Storm Water Utility Fee shall be amended to read as follows:

ARTICLE VI. STORM WATER UTILITY FEE

Sec. 114-400. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Combined sewer system: Public sewers, drains, ditches, roads and retention ponds used for collecting and transporting storm water and non-storm water in the city.

Director: The city engineer or such other person as the city manager may designate.

Equivalent storm water unit (ESWU): A subunit of measurement which relates the volume of storm water discharged from a lot based on the amount of total and impervious lot area, compared to the standard unit. The formula for an equivalent storm water unit (ESWU) is as follows:

$$1 \text{ ESWU} = (0.15 (\text{TAs} - \text{IAs}) + (0.90 (\text{IAs}))$$

where,

TAs = total area of standard unit;

IAs = impervious area of standard unit;

0.15 = runoff coefficient for pervious area;

0.90 = runoff coefficient for impervious area.

One ESWU in the city is equal to the average runoff potential of the standard unit.

Impervious lot area: Impervious area means a surface area that is resistant to permeation by surface water.

Industrial sites Those sites that contain industrial activities which require wastewater discharge permits as set forth in section 114-202 of this Code.

Nonstorm water: All flows to the combined sewer system not defined as storm water in section 114-199, or as determined by the director.

Pervious lot area: All land area that is not impervious. Pervious lot area equals the total lot area, minus the impervious lot area. Pervious lot area has a runoff coefficient equal to 0.15.

Runoff potential: The runoff potential from a property is based on hydrologic principles for calculating runoff that use both the impervious surface area and the pervious surface area. Runoff potential is measured in square feet using the following formula:

$$\text{Runoff Potential} = 0.15x [\text{Total Area} - \text{Impervious Area}] + 0.9 x [\text{Impervious Area}]$$

Separated storm water sewer system: Public sewers, drains, channels, ditches, roads and retention ponds used for collecting and transporting storm water in the city.

Standard unit: Single-family residential parcel in the city within a lot size between 1.126 and 0.250 acres.

Storm water: Storm water runoff, snow melt runoff and surface runoff and drainage.

Storm water utility fee: The fee imposed for the use of that portion of the combined system that transports storm water, based on the number of ESWU's for a lot or parcel of land determined as provided in section 114-402.

Storm water sewer system: That portion of the combined sewer system and separated storm water sewer system that is attributable to the transportation and treatment of storm water.

User: An owner of property which directly or indirectly contributes to the combined sewer system.

Sec. 114-401. Storm water utility fees.

- (a) All users shall pay a storm water utility fee proportional to the volume of storm water which is projected to discharge into the combined sewer system and storm water sewer system from their property.
- (b) The city commission shall, by resolution, set storm water utility fees at a rate which will recover from each user its share of the costs of the storm water sewer system attributable to the discharge of storm water from the users' property to the storm water system. The city shall use the revenues of the storm water utility fees to pay the costs of the water treatment operation and maintenance of the storm water sewer system, and for necessary improvements and additions to the storm water sewer system.
- (c) The city may also collect from users fees imposed to pay the implementation and operation of any of the following:
 - (1) Monitoring, inspection and surveillance procedures;
 - (2) Reviewing discharge procedures and construction;
 - (3) Discharge permit applications; or
 - (4) Other fees as the city may deem necessary to operate the storm water sewer system.

Sec. 114-402. Calculation of fees and appeals.

- (a) Single-family residential ESWU. All single-family residential properties in each of the lot-size categories are assigned the same ESWU for that category. The ESWU values for the single-family residential categories are summarized in the fee schedule.

Property Type	SFR Class
Single-Family Residential, 0.125 acres or less	Class A
Single-Family Residential, 0.126 acres to 0.250 acres	Class B
Single-Family Residential, 0.251 acres to 0.500 acres	Class C
Single-Family Residential, 0.501 acres to 0.750 acres	Class D
Single-Family Residential, 0.751 acres to 1.000 acres	Class E
Single Family Residential, 1.001 acres or larger	Class F

- (b) Non-single family ESWU. The storm water utility fee for non-single family lots shall equal the number of ESWU's for a given lot, multiplied by the annual rate established by the city commission per ESWU per year. The formula for determining the number of ESWU's per non-single family lot shall be calculated from the amount of pervious and impervious lot area as follows:

$$\text{Number of ESWU's} = 0.15 (TA - IA) + 0.90 (IA)$$

Average runoff potential of the standard unit/ESWU

where,

TA = total area of each lot (reported in square feet);

IA = impervious area of each lot (reported in square feet).

- (c) Any non-single-family residential property owner liable for a storm water utility fee may appeal the determination that the property utilizes the storm water system or the amount of a storm water utility fee, including a determination on a reduction in or the elimination of the fee under subsections (a) and (b). An appeal may be based on the quantity of storm water runoff generated, the reductions established, the reductions allocated, or any other matter relating to the determination of the storm water utility fee.
- (d) A single-family residential property owner may appeal the determination that the property utilizes the storm water system, however, such an appeal shall be limited to the following reasons:
- (1) The size of the lot has been miscalculated, or
 - (2) All or part of the storm water runoff drains to an open drainage course, such as a river, lake or creek, which affects the quantity of the storm water runoff generated that gets into the storm water sewer system.
- (e) An appeal under subsections (c) and/or (d) shall be heard by a storm water utility appeals board appointed by the local unit of government. The appeals board shall consist of three members, two of whom shall be licensed professional engineers not employed by the local unit of government.
- (f) An appeal of a storm water utility fee shall not be brought more than one year after the fee was billed.
- (g) To prevail in an appeal of a storm water utility fee, the appellant shall demonstrate in accordance with the requirements of the plan for a non-single-family residential property that the use of the system by the property is less than the amount used by the local unit of government in the calculation of that property's storm water utility fee, or for all properties

the classification of the property type is in error, or there was a mathematical error in the calculation of the fee.

- (h) The sole remedy for a property owner who prevails in an appeal of a storm water utility fee is a prospective correct recalculation of the storm water utility fee.
- (i) If in an appeal of a storm water utility fee the appeals board finds that the requirements of subsection (g) have not been met, that finding is conclusive until the property is modified to either increase or decrease the utilization of the system. The property owner remains eligible for reduction or elimination of fees under the storm water utility ordinance.
- (j) A property owner making an appeal shall provide the appeals board with information necessary to make a determination.
- (k) A person aggrieved by a decision of the appeals board on an appeal under this section may appeal to the circuit court in which the property is located. An appeal to the circuit court must be filed within 30 days of the appeals board's decision.

Sec. 114-403. Credits.

- (a) The purpose of this section is to provide for each property owner's control over contributions of storm flows to the storm water utility system and the related storm water utility fees and to advance protection of the public health, safety, and welfare.
- (b) The city shall offer credits on an annual basis that will enable any property owner, through voluntary action, to reduce the storm water utility fees calculated for that property owner's property and will provide a meaningful reduction in the cost of service to the storm water system, or that shall be reasonably related to a benefit to the storm water system.
 - (1) Credits will only be applied if requirements outlined in this chapter and other applicable sections of the City Code are met, including, but not limited to: completion of ongoing maintenance, guaranteed right-of-entry for inspections, and submittal of annual self-certification reports.
 - (2) Credits will be defined as either set fee reduction or percent (%) reductions applied as a credit adjustment to the fee calculation equation.
 - (3) Credits are additive to each credit category.
 - (4) As long as the storm water facilities or management practices are functioning as approved, the credit reduction will be applied to the fee. If the approved practice is not functioning as approved or is terminated, the credit reduction will be cancelled and the fee will return to the baseline calculation. Once the credit reduction has been cancelled, a customer may not reapply for credit for a period of 12 months and only then if the deficiency has been corrected, as determined by city inspection.
 - (5) Credits will be applied to the next complete billing cycle after the application has been approved.
- (c) The director shall define a method for applying and granting credits on an annual basis, as well as criteria for determining the credits a property owner may receive. The director may, by regulation, establish credits for one or more of the following:
 - (1) Installation and maintenance of rain barrels, rain gardens, bioswales, cisterns, dry wells, infiltration trenches, porous pavement or pavers, or disconnecting footing drains;

- (2) Installation and maintenance of a storm water control facility, or other water quantity controls; and
- (3) Other actions of the property owner that, in the judgment of the director, result in a measurable reduction in storm water runoff.

Sec. 114-404. Billing.

The billing for the storm water utility may be combined with the billing for other utility services. Final determinations on measurements per ESWU will be determined by the director.

Sec. 114-405. Collection.

Unpaid storm water utility fees shall constitute a lien against the property affected. Fees which have remained unpaid for a period of six months prior to April 30 may be certified to the city treasurer who shall place the fees on the next tax roll of the city. In the alternative, the city commission may direct the city attorney to take appropriate legal action to collect unpaid fees.

All other Articles of Chapter 114 - Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2023. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES,
ARTICLE VI – STORM WATER UTILITY FEE**

THE CITY OF BIRMINGHAM ORDAINS:

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$$1 \text{ ESWU} = (0.15 (\text{TAs} - \text{IAs}) + (0.90 (\text{IAs}))$$

where,

TAs = total area of standard unit;

IAs = impervious area of standard unit;

0.15 = runoff coefficient for pervious area;

0.90 = runoff coefficient for impervious area.

One ESWU in the city is equal to the average runoff potential of the standard unit.

Impervious lot area: Impervious area means a surface area that is resistant to permeation by surface water.

Industrial sites Those sites that contain industrial activities which require wastewater discharge permits as set forth in section 114-202 of this Code.

Nonstorm water: All flows to the combined sewer system not defined as storm water in section 114-199, or as determined by the director.

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Runoff potential: The runoff potential from a property is based on hydrologic principles for calculating runoff that use both the impervious surface area and the pervious surface area. Runoff potential is measured in square feet using the following formula:

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 - (1) Monitoring, inspection and surveillance procedures;
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 - (3) Discharge permit applications; or
 - (4) Other fees as the city may deem necessary to operate the storm water sewer system.

Sec. 114-402. Calculation of fees and appeals.

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Property Type	SFR Class
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Single-Family Residential, 0.751 acres to 1.000 acres	Class E
Single Family Residential, 1.001 acres or larger	Class F

- (b) Non-single family ESWU. The storm water utility fee for non-single family lots shall equal the number of ESWU's for a given lot, multiplied by the annual rate established by the city commission per ESWU per year. The formula for determining the number of ESWU's per non-single family lot shall be calculated from the amount of pervious and impervious lot area as follows:

$$\text{Number of ESWU's} = 0.15 (TA - IA) + 0.90 (IA)$$

Average runoff potential of the standard unit/ESWU

where,

TA = total area of each lot (reported in square feet);

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- (c) Any non-single-family residential property owner liable for a storm water utility fee may appeal the determination that the property utilizes the storm water system or the amount of a storm water utility fee, including a determination on a reduction in or the elimination of the fee under subsections (a) and (b). An appeal may be based on the quantity of storm water runoff generated, the reductions established, the reductions allocated, or any other matter relating to the determination of the storm water utility fee.
- (d) A single-family residential property owner may appeal the determination that the property utilizes the storm water system, however, such an appeal shall be limited to the following reasons:
- (1) The size of the lot has been miscalculated, or
 - (2) All or part of the storm water runoff drains to an open drainage course, such as a river, lake or creek, which affects the quantity of the storm water runoff generated that gets into the storm water sewer system.
- (e) An appeal under subsections (c) and/or (d) shall be heard by a storm water utility appeals board appointed by the local unit of government. The appeals board shall consist of three members, two of whom shall be licensed professional engineers not employed by the local unit of government.
- (f) An appeal of a storm water utility fee shall not be brought more than one year after the fee was billed.
- (g) To prevail in an appeal of a storm water utility fee, the appellant shall demonstrate in accordance with the requirements of the plan for a non-single-family residential property that the use of the system by the property is less than the amount used by the local unit of government in the calculation of that property's storm water utility fee, or for all properties

the classification of the property type is in error, or there was a mathematical error in the calculation of the fee.

- (h) The sole remedy for a property owner who prevails in an appeal of a storm water utility fee is a prospective correct recalculation of the storm water utility fee.
- (i) If in an appeal of a storm water utility fee the appeals board finds that the requirements of subsection (g) have not been met, that finding is conclusive until the property is modified to either increase or decrease the utilization of the system. The property owner remains eligible for reduction or elimination of fees under the storm water utility ordinance.
- (j) A property owner making an appeal shall provide the appeals board with information necessary to make a determination.
- (k) A person aggrieved by a decision of the appeals board on an appeal under this section may appeal to the circuit court in which the property is located. An appeal to the circuit court must be filed within 30 days of the appeals board's decision.

Sec. 114-403. Credits.

- (a) The purpose of this section is to provide for each property owner's control over contributions of storm flows to the storm water utility system and the related storm water utility fees and to advance protection of the public health, safety, and welfare.
- (b) The city shall offer credits on an annual basis that will enable any property owner, through voluntary action, to reduce the storm water utility fees calculated for that property owner's property and will provide a meaningful reduction in the cost of service to the storm water system, or that shall be reasonably related to a benefit to the storm water system.
 - (1) Credits will only be applied if requirements outlined in this chapter and other applicable sections of the City Code are met, including, but not limited to: completion of ongoing maintenance, guaranteed right-of-entry for inspections, and submittal of annual self-certification reports.
 - (2) Credits will be defined as either set fee reduction or percent (%) reductions applied as a credit adjustment to the fee calculation equation.
 - (3) Credits are additive to each credit category.
 - (4) As long as the storm water facilities or management practices are functioning as approved, the credit reduction will be applied to the fee. If the approved practice is not functioning as approved or is terminated, the credit reduction will be cancelled and the fee will return to the baseline calculation. Once the credit reduction has been cancelled, a customer may not reapply for credit for a period of 12 months and only then if the deficiency has been corrected, as determined by city inspection.
 - (5) Credits will be applied to the next complete billing cycle after the application has been approved.
- (c) The director shall define a method for applying and granting credits on an annual basis, as well as criteria for determining the credits a property owner may receive. The director may, by regulation, establish credits for one or more of the following:
 - (1) Installation and maintenance of rain barrels, rain gardens, bioswales, cisterns, dry wells, infiltration trenches, porous pavement or pavers, or disconnecting footing drains;

- (2) Installation and maintenance of a storm water control facility, or other water quantity controls; and
- (3) Other actions of the property owner that, in the judgment of the director, result in a measurable reduction in storm water runoff.

Sec. 114-404. Billing.

The billing for the storm water utility may be combined with the billing for other utility services. Final determinations on measurements per ESWU will be determined by the director.

Sec. 114-405. Collection.

Unpaid storm water utility fees shall constitute a lien against the property affected. Fees which have remained unpaid for a period of six months prior to April 30 may be certified to the city treasurer who shall place the fees on the next tax roll of the city. In the alternative, the city commission may direct the city attorney to take appropriate legal action to collect unpaid fees.

All other Articles of Chapter 114 - Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2023. Effective upon publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____ and that a summary was published _____, 2023.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Legal – City Attorney

DATE: July 31, 2023

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Tenants' Rights

INTRODUCTION:

Throughout 2023, the City of Birmingham has been reviewing whether to amend the City's current ordinance regarding Fair Housing under Chapter 66 – Human Relations, Article II. – Discrimination, Division 2. – Fair Housing. Two (2) proposed ordinance amendments have been presented to the City Commission and presently, the City Attorney's office has prepared alternatives to an ordinance amendment.

BACKGROUND:

Throughout 2023, the City Commission and the City Attorney's office have been discussing proposed amendments to the City's Housing Discrimination Ordinance, attempting to include protections to tenants for the right to rent regardless of their source of income and a right to renew their lease provisions. Those proposed revisions were fraught with much resistance from many fronts. As a result, the City Attorney's office met with numerous attorneys representing landlords and attorneys representing Fair Housing in order to determine the best course of action for the City of Birmingham to help protect renters and assure they are treated appropriately while limiting the City's exposure. As a result of the meetings, the City Attorney's office brought back a second revision in April 2023, which attempted to limit amendments to persons older than 65 years of age. When those proposed amended ordinances were presented, they were received with a great deal of contention, not from landlords, but from other persons who are not older than 65 years of age, who also demonstrate the need for increased protection due to their particular vulnerabilities.

LEGAL REVIEW:

It is apparent that more needs to be done to protect persons for a right to renew their lease, and the right to be free of discrimination based upon one's source of income. While it is important to protect the residents of Birmingham, and while it is incredibly important for the City Commission to give attention to these issues, the City Attorney's office is advising the City Commission to be

extremely cautious in trying to amend ordinances offering greater protections in the arena regarding tenants' rights. The City Attorney's office believes that this type of legislation is better suited for the state to legislate and to change the state laws regarding tenants.

The Michigan House of Representatives introduced House Bill 6565 which adds a right to renew lease provision to every rental agreement. On December 7, 2022 House Bill 6565 was read for the first time and referred to the House Regulatory Reform Committee as well. Also, the Michigan House of Representatives introduced House Bill 4063 which adds source of income protection to the now existing House and Discrimination Prohibitions. On February 1, 2023, House Bill 4063 was read for the first time and referred to the House Judiciary Committee.

While it has been said that the State of Michigan has been looking at such legislative changes for a while, these are new House Bills that are being reviewed by Committee at this time. It is the City Attorney's recommendation that the City of Birmingham use its assets and political pressure to the State to pass legislation protecting all residents and to do what is necessary to protect all persons in the State of Michigan. You will find in the attachments a proposed letter that could be offered as a template and encourages residents of the City of Birmingham, and its representatives to send these letters to each of our state representatives asking them for assistance in passing these two (2) pieces of legislation.

While it is a noble endeavor for the City of Birmingham to tackle such important and necessary legislation, doing so would cause the City to be exposed to a potential onslaught of litigation. In the attachments is an article regarding tenants in one (1) jurisdiction using new laws to fight housing bias throughout the country, and a demonstration of the onslaught of litigation that ensued.

Another idea that was presented at a City Commission meeting previously was to encourage our landlords to voluntarily agree to a Landlord Code of Conduct. The City could create the Code of Conduct signs and give them to landlords who may choose to voluntarily post them in their offices and on their websites. The landlords could use this as an opportunity to convey to their tenants that they intend to act in a way that would be supportive to tenants' rights to renew and to not discriminate based upon a source of income. This would be a voluntary program.

FISCAL IMPACT:

The suggested resolution and Commission action will save the City finances by avoiding lengthy and costly litigation.

PUBLIC COMMUNICATIONS:

The public has been very involved in this topic since the beginning with presentations regarding tenants' rights from last December of 2022, and the two (2) prior meetings as discussed above. Notice has been given via the agenda packet regarding this issue on tonight's agenda.

SUMMARY:

The City Attorney's office is advising the City Commission to take no further action regarding amendments to the City's ordinances regarding renters at this time. However, we are recommending making letter templates available to encourage State representatives to pass

House Bills 4063 and 6565 and to encourage landlords to voluntarily participate in a Code of Conduct.

ATTACHMENTS:

1. Current ordinance
2. Article
3. Proposed Letter
4. House Bill 6565.
5. House Bill 4063.
6. Birmingham Landlord Code of Conduct.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to table discussions of amending the City Code of Ordinances, Part II. Chapter 66 – Human Relations, Article II. – Discrimination, Division to Fair Housing at this time and to further direct the City Clerk’s office to disseminate the letter included with this packet to advocate to the House and Senate of Michigan to pass House Bill Nos. 6565 and 4063, and to encourage landlords to sign a voluntary Code of Conduct.

ATTACHMENT 1

PART II - CITY CODE
Chapter 66 - HUMAN RELATIONS
ARTICLE II. - DISCRIMINATION
DIVISION 2. FAIR HOUSING

DIVISION 2. FAIR HOUSING

Sec. 66-36. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Handicap means a determinable physical or mental characteristic of an individual or a history of the characteristic which may result from disease, injury, congenital condition of birth, or functional disorder which characteristic is unrelated to the individual's ability to acquire, rent or maintain property.

Housing accommodations means improved or unimproved real property, or a part thereof, which is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence of one or more persons. Housing accommodations shall include unimproved real property located in any residentially zoned area of the city.

Owner means possessor of any interest in real property including the lessee, lessor, sublessee, sublessor, assignee, assignor, managing agent or other person having the right of ownership or possession or the right to sell, rent, transfer or lease any real property, housing accommodations or any interest therein.

Real estate broker or salesperson means a person, whether licensed or not, who, for or with the expectation of receiving consideration:

- (1) Lists, sells, purchases, exchanges, rents or leases real property, housing accommodations, or an interest therein;
- (2) Negotiates or attempts to negotiate any listing, sale, purchase, exchange, rental or lease of real property, housing accommodations, or an interest therein;
- (3) Holds himself out as listing, selling, purchasing, exchanging, renting or leasing real property, housing accommodations, or an interest therein;
- (4) Negotiates or attempts to negotiate a loan secured or to be secured by a mortgage or other encumbrance on real property, housing accommodations, or an interest therein; or
- (5) Engages in the business of listing real property, housing accommodations, or an interest therein in publications.

Real estate broker or salesperson includes a person employed, acting as an independent contractor, or otherwise acting on behalf of a real estate broker or salesperson.

Real estate transaction means the sale, purchase, exchange, rental, lease, transfer, assignment or sublease of real property, housing accommodations, or an interest therein or the listing thereof for such purpose.

Real property means property used or zoned for residential purposes including a building, structure, mobile home, unimproved real estate, land, leasehold or an interest in a real estate cooperative or condominium.

Sexual orientation means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

(Code 1963, § 9.131; Ord. No. 1520, § 9.131, 4-27-92)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 66-37. Enforcement.

Any person claiming a violation of this division shall make a written complaint to the city manager or his designee, setting forth therein the details, including location of property, names, dates, witnesses and other factual matter. All such complaints shall be verified by the claimant. Such complaints shall be filed with the city manager's office within 120 days after the alleged commission of the offense.

(Code 1963, § 9.137; Ord. No. 1520, § 9.137, 4-27-92)

Sec. 66-38. Investigation of complaints; efforts at conciliation.

- (a) Within 30 days after a complaint is reduced to writing and verified pursuant to section 66-37, the city manager or his designee shall make a full investigation of the alleged violation.
- (b) After such investigation, or at the end of such 30-day period, whichever occurs first, the city manager or his designee shall give written notice to the person accused of the violation and he shall have 30 days during which the city manager or his designee shall attempt to resolve the matter by conciliation and persuasion.
- (c) If the claimed violation cannot be resolved by the end of the 30-day conciliation period, the complaint shall be referred immediately to the city attorney for prosecution.

(Code 1963, § 9.138; Ord. No. 1520, § 9.138, 4-27-92)

Sec. 66-39. Exemption.

With respect to the age provision only, this division shall not apply to the sale, rental or lease of housing accommodations meeting the requirements of federal, state or local housing programs for senior citizens or otherwise intended, advertised, designed or operated for the purpose of providing housing accommodations to persons 50 years or older.

(Code 1963, § 9.133; Ord. No. 1520, § 9.133, 4-27-92)

Sec. 66-40. Discrimination prohibited generally.

Except as otherwise provided in this division, no person engaging in a real estate transaction concerning housing accommodations, and no real estate broker or salesperson, shall, wholly or partly for reasons of religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law:

- (1) Refuse to engage in a real estate transaction with a person;
- (2) Discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;
- (3) Refuse to receive from a person or to transmit to a person a bona fide offer to engage in a real estate transaction;
- (4) Refuse to negotiate for a real estate transaction with a person;
- (5) Represent to a person that real property or an interest therein is not available for inspection, sale, rental or lease when in fact it is so available, or knowingly fail to bring a listing of real property to a person's attention, or refuse to permit a person to inspect real property;

-
- (6) Print, post, circulate, mail or otherwise cause to be published a statement, advertisement, notice or sign, or use a form of application for a real estate transaction, or make a record of inquiry in connection with a prospective real estate transaction, which indicates, directly or indirectly, an intent to make a preference, limitation, specification or discrimination with respect to religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law;
 - (7) Offer, solicit, accept, use or retain a listing of real property with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith; or
 - (8) Deny a person access to or membership or participation in multiple listing services, real estate broker's organizations or other real estate services.

(Code 1963, § 9.132; Ord. No. 1520, § 9.132, 4-27-92)

Sec. 66-41. Discrimination by financial or insurance institutions.

- (a) Except as otherwise provided in this division, a person to whom application is made for financial assistance or financing in connection with a real estate transaction or in connection with the insurance, construction, rehabilitation, repair, maintenance or improvement of real property, or an interest therein, which is utilized for housing accommodations, or a representative of such person shall not:
 - (1) Discriminate against the applicant because of religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law; or
 - (2) Use a form of application for insurance or financial assistance or financing, or make or keep a record or inquiry in connection with an application for financial assistance or financing, which indicates, directly or indirectly, a preference, limitation, specification or discrimination based on religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.
- (b) Subsection (a)(2) of this section shall not apply to a form of application for financial assistance prescribed for the use of a lender regulated as a mortgagee under the National Housing Act, as amended, being 12 U.S.C. 1701 to 1750(g), as amended, or by a regulation board or officer acting under the statutory authority of the state or the United States.
- (c) Nothing in this division shall be deemed to prohibit an owner or lender, or his agent, from requiring that an applicant who seeks to buy, rent, lease or obtain financial assistance for housing accommodations supply information concerning the applicant's financial, business or employment status or other information designed solely to determine the applicant's credit worthiness, but not concerning handicaps for reasons contrary to the provisions or purposes of this division.

(Code 1963, § 9.134; Ord. No. 1520, § 9.134, 4-27-92)

Sec. 66-42. Unlawful representations to induce transaction.

It shall be unlawful for a person, for the purpose of inducing a real estate transaction from which he may benefit financially, to represent that a change has occurred or will or may occur in the composition of an area with respect to the religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law, of the owners or occupants in the block, neighborhood or area in which the real property is located, or to represent that this change will or may result in

the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located.

(Code 1963, § 9.135; Ord. No. 1520, § 9.135, 4-27-92)

Sec. 66-43. Property offered to public.

Nothing in this division shall require an owner to offer property to the public at large before selling or renting it, nor shall this division be deemed to prohibit owners from giving preference to prospective tenants or buyers for any reason other than religion, race, color, sex, marital status, age, national origin, handicap, sexual orientation or any other protected classification specified by state or federal law.

(Code 1963, § 9.136; Ord. No. 1520, § 9.136, 4-27-92)

Sec. 66-44. Related prohibitions.

- (a) No person shall provide false or substantially misleading information to any authorized person investigating a complaint regarding a violation of this division, or sign a complaint for a violation of this division based upon false or substantially misleading information.
- (b) No person shall coerce, threaten or retaliate against any individual or organization for making a complaint or assisting in an investigation regarding a violation or alleged violation of this division or require, request, conspire with, assist or coerce another person to retaliate against any individual or organization for making a complaint or assisting in any investigation pursuant to this division.
- (c) No person shall conspire with, aid, assist, compel, coerce or request another person to discriminate in any manner prohibited by this division.
- (d) No person shall attempt directly or indirectly to commit an act prohibited by this division.

(Code 1963, § 9.139; Ord. No. 1520, § 9.139, 4-27-92)

ATTACHMENT 2

Section 8 Tenants Are Using New Laws To Fight Housing Bias

By Jack Karp | July 21, 2023, 5:49 PM EDT · [Listen to article](#)



Landlords around the country routinely refuse to rent to tenants who rely on housing vouchers and other forms of financial assistance, so a growing number of low-income tenants and their advocates are using recently passed source-of-income laws to fight the practice. (iStockPhoto/z_wei)

Megan Morse had hoped to use her rental assistance voucher to move to a neighborhood closer to her hospital and her daughter.

"I can't drive. I'm physically disabled as well as epileptic, so travel is a bit much," said Morse, who has a rare disease called arthrogyrosis multiplex congenita and regularly participates in an epilepsy study at the University of Michigan Hospital.

But when she applied to rent apartments in those Ann Arbor, Michigan, neighborhoods, she was repeatedly turned down, with representatives of two apartment complexes telling her they didn't accept tenants who use housing vouchers.

"Being denied by them was a little of a gut punch," said Morse, who wound up living in a less accessible area just outside Ann Arbor, farther from her daughter and the hospital.



Megan Morse was repeatedly turned down by landlords who refused to accept her housing vouchers when she applied for places to live, in violation of Ann Arbor, Michigan's ordinance outlawing discrimination against tenants using those vouchers. (Courtesy of Megan Morse)

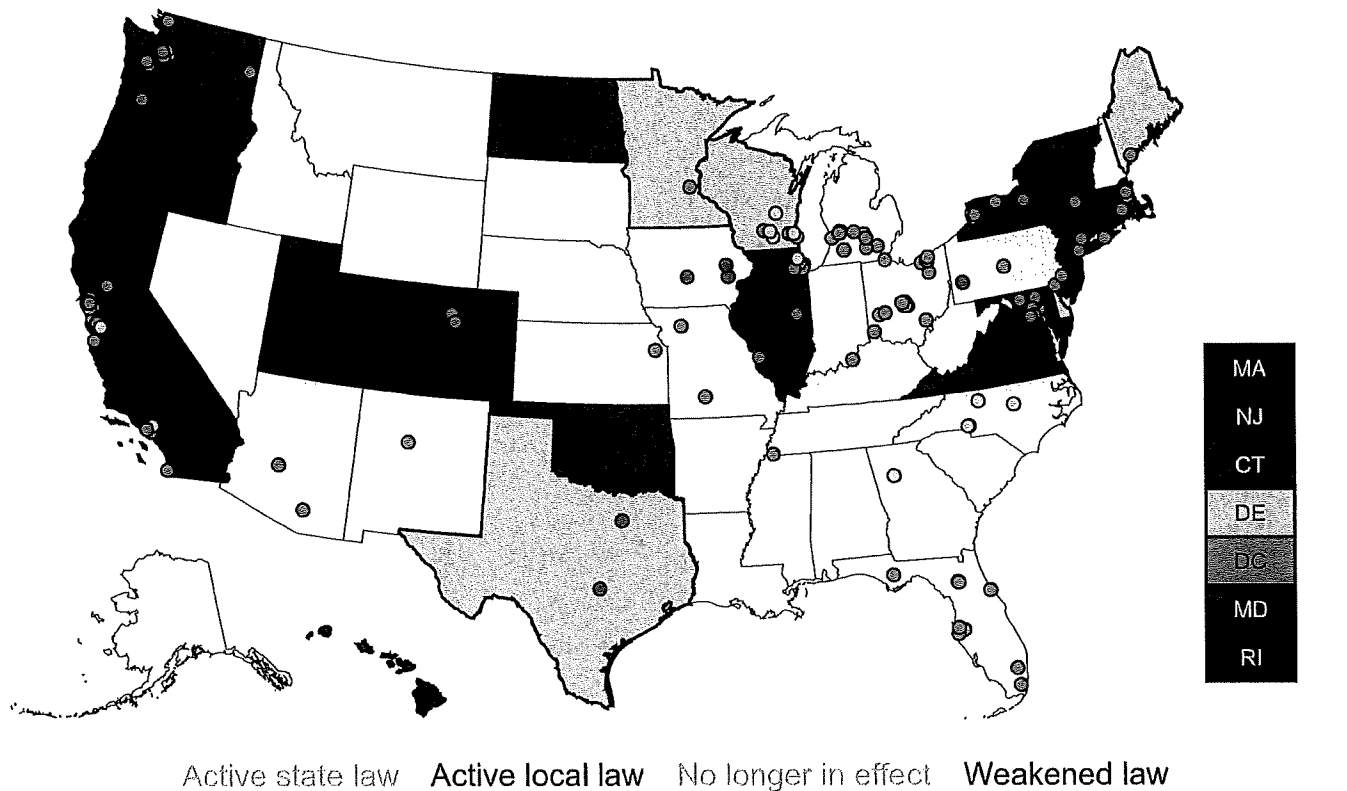
Those denials are especially troubling since Ann Arbor passed an ordinance in 2014 outlawing discrimination against tenants who use housing vouchers and other forms of financial assistance, according to Lacie Melasi, a law student working with the University of Michigan Law School's Civil Rights Litigation Initiative, which is representing Morse in a lawsuit against one of the real estate companies that rejected her.

Ann Arbor is just one of many places around the country to pass a so-called source-of-income discrimination law in recent years. In Ann Arbor's case, the law created a private cause of action against landlords who discriminate. And in April, Morse became the first tenant to sue to enforce Ann Arbor's ordinance, according to Melasi.

Morse is not alone. Frustrated renters and tenant advocacy groups have been filing a growing number of such lawsuits across the U.S. seeking to enforce these laws since they went into effect.

States and Cities Increasingly Ban Source-of-Income Discrimination

More than 57% of housing voucher holders are currently covered by state and local source-of-income protections. But while some states are adding such protections, others have barred cities from enacting them or had their protections weakened by courts.



Source: Poverty & Race Research Action Council



But some property owners insist the laws are unconstitutional. Others say the suits are misguided and target innocent landlords rather than the brokers who are the ones actually engaging in discriminatory conduct.

Tenants and their advocates, meanwhile, say the suits are important because they put landlords on notice that source-of-income discrimination is illegal.

"A lot of this is about educating landlords that they can no longer discriminate," said Deborah Thrope, deputy director of the National Housing Law Project, "that they can't deny someone housing solely on the basis that they have the voucher."

New Laws Lead to New Lawsuits

The Housing Rights Initiative sued dozens of New Jersey landlords and real estate brokers in May for allegedly violating that state's law banning discrimination against tenants who rely on Section 8 vouchers through the federal Housing Choice Voucher Program, the largest federally funded housing subsidy program, which helps more than 2 million low-income families find housing on the private market. That suit follows one the national housing watchdog filed in New York against a raft of property owners and brokers it also accuses of discriminating against voucher holders in violation of both state and city laws.

A growing number of states and municipalities have been enacting these statutes. Washington state passed one in 2018. California followed suit in 2019, as did Los Angeles and Baltimore. Illinois' law went into effect in 2022, according to the Poverty & Race Research Action Council.

Advocates say these laws are necessary to ensure low-income renters can actually use their Section 8 vouchers on the private rental market in the face of widespread discrimination against voucher holders.

A 2018 Urban Institute study found that landlords in Fort Worth, Texas, denied apartments to voucher holders 78% of the time, for example, while Los Angeles property owners did so 76% of the time. For comparison, the Urban Institute's Housing Matters initiative reported last year that 56% of landlords reject at least 25% of their applicants.

"When families are unable to use their housing vouchers due to unlawful discrimination, they have significantly less money for other things like food, clothing and basic necessities," said Aaron Carr, founder and executive director of HRI.

But the new laws also mean new litigation, attorneys say.

"More jurisdictions are adopting source-of-income protections, and more of them have private rights of action than they used to, so that gives rise to a larger number of suits," said Matthew K. Handley of Handley Farah & Anderson PLLC, who represents HRI in several cases.

The Disability Rights Education and Defense Fund and the Legal Aid Foundation of Los Angeles, for instance, reached their first settlements in April in a suit they brought on behalf of renter Robert Gardner against 22 properties Gardner said turned him away because he uses Section 8 vouchers.

"We believed Mr. Gardner's case was needed to send the message to landlords that someone is taking action to ensure that the law is enforced and that Section 8 vouchers have the impact they are supposed to — that is, getting people off the streets and into available rental units," said Michelle Uzeta, senior counsel at DREDF.

Melasi of the Civil Rights Litigation Initiative said, "We are seeing these lawsuits around the country because finding housing can be a difficult and stressful process for anyone."

"As Megan [Morse] experienced, adding source-of-income discrimination on top of that can make the search nearly impossible for some people," Melasi added.

Seeing Improvement

Private lawsuits have already reduced discrimination against Section 8 voucher holders in at least one city, tenant advocates say.

Landlords in Washington, D.C., which has had source-of-income protections for longer than most places, used to commonly reject voucher holders despite those protections, according to Handley.

"The rejection rate for voucher holders in D.C. was through the roof," Handley said. "Even though the law was there, landlords were still freely denying voucher holders an ability to rent."

So tenant advocates engaged in a testing program to determine which landlords were discriminating against voucher holders. They then brought several enforcement actions against those landlords, Handley explained.

Thanks in part to that litigation, experts say, the voucher denial rate in D.C. was down to just 15% in 2018, according to an Urban Institute study.

"The state of affairs in D.C. has improved significantly over the last few years," said Handley. "I do think that the private enforcement is why the situation has improved here."

Handley and other advocates are now using the strategy used in D.C. in places like New York State, which only adopted its law in 2019, he said.

Similar to D.C. tenant advocates, HRI began a testing program in which civil rights testers queried housing providers to gauge their compliance with fair housing laws, according to the group's New York complaint.

The strategy has also evolved, with suits now being filed against many landlords at once rather than against individual landlords, according to Handley. HRI's suit in New York federal court names close to a hundred defendants. Its New Jersey suit names almost 30.

"This is a problem throughout the industry," Handley explained. "And so that's why these lawsuits have named in many cases dozens of defendants in an effort to try to take on the problem in the industry as a whole, as opposed to one-off landlords."

An Unconstitutional Approach?

Litigation over source-of-income discrimination laws isn't coming just from those looking to enforce those laws, however. Property owners have also challenged the laws as unconstitutional.

According to Curtis Johnson, an attorney with Bond Schoeneck & King PLLC who represents landlords being sued by the New York State attorney general, requiring landlords to accept Section 8 vouchers violates the Fourth Amendment's protection against warrantless searches, since the Section 8 program requires landlords to give New York's Public Housing Authority and the U.S. Department of Housing and Urban Development "unfettered" access to their properties and

records.

"Signing a [Housing Assistance Payments] contract amounts to a waiver of the landlord's Fourth Amendment right to be free from warrantless governmental search and seizure, because there is no provision of the Section 8 statute or rules and regulations that requires the PHA or HUD to get a warrant before conducting a search," Johnson said.

Source-of-income discrimination laws also amount to an unconstitutional taking in violation of the Fifth and 14th Amendments and attempt to limit and compel speech in violation of the First Amendment, Johnson argues.

In June, a state judge agreed with Johnson and his clients' Fourth Amendment claims.

"By requiring landlords to accept Section 8 vouchers, the source of income antidiscrimination statute necessarily compels landlords to consent to warrantless searches of their properties," New York Supreme Court Justice Mark G. Masler said in his ruling.

"A Worthy Goal," but Tactics in Question

Other landlords take issue not with the laws or their purpose, but with how some advocacy groups go about trying to enforce them.

While organizations like HRI have "a worthy goal," they try to achieve that goal by using testers to make phone calls to those offering apartments for rent, said Jay B. Solomon of Belkin Burden Goldman LLP, who represents multiple defendants in HRI's New York suit. But many of the entities they call end up being real estate brokers rather than landlords, Solomon said.

"They're essentially cold-calling any broker that may have listed a property. But these brokers may have gotten the listing from a multiple listing source or perhaps some sort of broad-based email blast," Solomon explained. "And what we've found is very often these brokers don't represent the ownership, they actually represent the tenants."

Meanwhile, Solomon said, his clients don't discriminate based on source of income — they accept Section 8 vouchers, and have Section 8 tenants in their buildings. By showing that to be true, Solomon has managed to get the claims against some of his clients discontinued, he said, while others have settled for nominal oversight and damages.

Even HRI's Carr and the National Housing Law Project's Thrope acknowledge that government policy could have more impact on voucher holder discrimination than private lawsuits.

For instance, housing authorities could offer landlords financial incentives to participate in the program and make that participation easier by speeding up inspections of units rented to Section 8

tenants, which currently can take weeks, according to Thrope.

And the government could do more to enforce the source-of-income laws themselves, Carr said.

"At the end of the day, the path to victory on combating housing discrimination doesn't run through nonprofits like ours — it runs through governmental enforcement agencies, which have significantly larger budgets and an obligation to tenants, taxpayers and the economy to eradicate the abominable and destructive practice of housing discrimination," Carr said.

Educating Landlords

Ultimately, however, housing advocates hope these lawsuits will help voucher holders find housing by putting landlords on notice of the laws against discrimination.

Part of the settlement agreements Handley reaches with landlords, for instance, include "robust" fair housing training as well as agreements to set aside units that are prioritized for voucher holders and increase the commissions landlords pay brokers who rent to voucher holders, Handley explained.

And the cases brought against large numbers of landlords — or larger landlords that own multiple properties — are especially likely to have an impact, according to attorneys.

"Just the fact that these cases are being publicized, it has a beneficial effect on the overall housing community because it will educate both ownership and brokers of their obligations under the law and the prohibitions against discriminating based upon source of income," Solomon said.

Morse and Melasi hope their lawsuit will have that impact in Ann Arbor.

"Ann Arbor is an incredible city — the schools, public transportation and other amenities are great," Melasi said. "This lawsuit is important because these offerings should be available to all people, including low-income individuals and families."

"That is the purpose of housing choice vouchers and what they help make possible," Melasi added, "but only if landlords are stopped from discriminating against the people using them."

--Editing by Alanna Weissman and Kelly Duncan. Graphics by Ben Jay.
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- How do I sign up for a newsletter?

ATTACHMENT 3

(date)

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Lansing, Michigan 48909

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State Senator, 13th District
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Natalie Price, State Representative, District 5
Anderson House Office Building
124 N Capitol Ave.
Lansing, MI 48933

Sharon MacDonnell,
State Representative, District 56
Anderson House Office Building
124 N Capitol Ave.
Lansing, MI 48933

Samantha Steckloff,
State Representative District 19
Anderson House Office Building
124 N Capitol Ave.
Lansing, MI 48933

Dear Governor, Senator or Representative,

As a citizen of Michigan, I implore you to endorse introduced House Bill No. 6565 which adds a right to renew lease provision to every rental agreement and House Bill No. 4063 which adds the prohibition of discriminating a person from renting based upon their source of income.

As a resident of this state, I believe that tenants have the need for further protection, and the need for greater rights in regard to renting property in the State of Michigan. I further implore you to expedite the study of these House Bills and to expedite the adoption of this legislation.

Thank you for your time and consideration in connection with this most pressing matter.

Sincerely,

(Your name)
(Home Address)
(Email)
(Telephone)

ATTACHMENT 4

HOUSE BILL NO. 6565

- The Michigan House of Representatives introduced HB 6565 which adds a right to renew lease provision to every rental agreement.
- On December 7, 2022, HB 6565 was read for the first time and referred to the House Regulatory Reform Committee.



MICHIGAN LEGISLATURE

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House: Adjourned until Wednesday, April 19, 2023 1:30:00 PM

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House Bill 6565 (2022) rss?

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Friendly Link: <http://legislature.mi.gov/doc.aspx?2022-HB-6565>

Sponsor

[Yousef Rabhi](#) (district 53)

(click name to see bills sponsored by that person)

Categories

Housing: [landlord and tenants](#);

Housing: [landlord and tenants](#); [right to renew provision in every rental agreement](#); provide for. Amends 1972 PA 348 (MCL 554.601 - 554.616) by adding sec. 6a.

Bill Documents

[Bill Document Formatting Information](#)

(gray icons indicate that the action did not occur or that the document is not available)

Documents



House Introduced Bill

Introduced bills appear as they were introduced and reflect no subsequent amendments or changes.



As Passed by the House

As Passed by the House is the bill, as introduced, that includes any adopted House amendments.



As Passed by the Senate

As Passed by the Senate is the bill, as received from the House, that includes any adopted Senate amendments.



House Enrolled Bill

Enrolled bill is the version passed in identical form by both houses of the Legislature.

Bill Analysis

History

(House actions in lowercase, Senate actions in UPPERCASE)

NOTE: a page number of 1 indicates that the page number is soon to come.

Date ▲	Journal	Action
12/7/2022	HJ 86	Pg. 2017 introduced by Representative Yousef Rabhi
12/7/2022	HJ 86	Pg. 2017 read a first time
12/7/2022	HJ 86	Pg. 2017 referred to Committee on Regulatory Reform
12/7/2022	HJ 87	Pg. 2067 bill electronically reproduced 12/07/2022

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2022 HB 6565

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HOUSE BILL NO. 6565

December 07, 2022, Introduced by Rep. Rabhi and referred to the Committee on Regulatory Reform.

A bill to amend 1972 PA 348, entitled

"An act to regulate relationships between landlords and tenants relative to rental agreements for rental units; to regulate the payment, repayment, use and investment of security deposits; to provide for commencement and termination inventories of rental units; to provide for termination arrangements relative to rental units; to provide for legal remedies; and to provide penalties,"

(MCL 554.601 to 554.616) by adding section 6a.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 6a. (1) A rental agreement must contain a right to renew
2 provision. A right to renew provision incorporated into a rental
3 agreement pursuant to this section must do both of the following:

1 (a) State as follows, "You, _____ [name of tenant], have
2 statutory rights to receive a lease renewal notice from me,
3 _____ [name of landlord], before the end of this lease that
4 gives you, _____ [name of tenant], the option to renew your
5 lease. I, _____ [name of landlord], certify that this right
6 to renew provision complies with MCL 554.606a."

7 (b) Incorporate the requirements of subsection (2).

8 (2) A landlord of a rental premises shall send a lease renewal
9 notice to a tenant within a reasonable time before the end of the
10 tenant's lease. A landlord must send the lease renewal notice to
11 the tenant and receive the tenant's response as described under
12 subsection (4) before advertising an opening for the rental unit,
13 showing the rental unit to a prospective tenant, or offering the
14 rental unit for lease to any person. A lease renewal notice must do
15 both of the following:

16 (a) Give the tenant the option to renew the rental unit on the
17 same, or substantially the same, terms and conditions as the
18 expiring lease. This subdivision does not apply to rental payments.

19 (b) Include a rental payment that complies with any of the
20 following:

21 (i) Is the same as the expiring lease.

22 (ii) Is an increase to the rental payment in the expiring
23 lease. A rental payment included under this subparagraph must not
24 be an increase that is more than 5% of the expiring lease's rental
25 payment.

26 (3) A landlord of a rental premises must comply with
27 subsections (1) and (2).

28 (4) A tenant who receives a lease renewal notice under this
29 section shall send a written response to the landlord that either

1 accepts or rejects the landlord lease renewal offer. The written
2 response required under this subsection must be sent to the
3 landlord not more than the following days after receipt of the
4 landlord's lease renewal notice and in accordance with the type of
5 tenancy:

6 (a) For a fixed tenancy, 30 days.

7 (b) For a periodic tenancy or tenancy at will, 14 days.

8 (5) This section applies only to leases entered into, renewed,
9 or renegotiated after the effective date of the amendatory act that
10 added this section, in accordance with the constitutional
11 prohibition against impairment of contracts provided by section 10
12 of article I of the state constitution of 1963.

ATTACHMENT 5

HOUSE BILL NO. 4063

- The Michigan House of Representatives introduced HB 4063 which adds source of income to the now existing housing discrimination prohibitions.
- On February 1, 2023, HB 4063 was read for the first time and referred to the House Judiciary Committee.



MICHIGAN LEGISLATURE

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House Bill 4063 (2023) rss?

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Friendly Link: <http://legislature.mi.gov/doc.aspx?2023-HB-4063>

Sponsors

Jason Morgan (district 23)
Jennifer Conlin, Jason Hoskins, Reggie Miller, Jimmie Wilson Jr., Jasper Martus, Jaime Churches, Betsy Coffia, Sharon MacDonell, Jenn Hill, Joey Andrews, Carrie Rheingans, Dylan Wegela, Rachel Hood, Mike McFall, Denise Mentzer, Julie Rogers, Kara Hope, Felicia Brabec, Stephanie A. Young, Veronica Paiz, Erin Byrnes, Emily Dievendorf
(click name to see bills sponsored by that person)

Categories

Civil rights: [housing discrimination](#); Housing: [landlord and tenants](#);

Civil rights: [housing discrimination](#); [housing discrimination based on source of income](#); prohibit. Amends title & sec. 502 of 1976 PA 453 (MCL 37.2502).

Bill Documents

[Bill Document Formatting Information](#)

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House Introduced Bill

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As Passed by the Senate

As Passed by the Senate is the bill, as received from the House, that includes any adopted Senate amendments.



House Enrolled Bill

Enrolled bill is the version passed in identical form by both houses of the Legislature.

Bill Analysis

History

(House actions in lowercase, Senate actions in UPPERCASE)

NOTE: a page number of 1 indicates that the page number is soon to come.

Date ▲	Journal	Action
2/1/2023 HJ 10	Pg. 134	introduced by Representative Jason Morgan
2/1/2023 HJ 10	Pg. 134	read a first time

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2023 HB 4063

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HOUSE BILL NO. 4063

February 01, 2023, Introduced by Reps. Morgan, Conlin, Hoskins, Miller, Wilson, Martus, Churches, Coffia, MacDonell, Hill, Andrews, Rheingans, Wegela, Hood, McFall, Mentzer, Rogers, Hope, Brabec, Young, Paiz, Byrnes and Dievendorf and referred to the Committee on Judiciary.

A bill to amend 1976 PA 453, entitled
"Elliott-Larsen civil rights act,"
by amending the title and section 502 (MCL 37.2502), the title as
amended by 1992 PA 258 and section 502 as amended by 1992 PA 124.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 TITLE
2 An act to define civil rights; to prohibit discriminatory
3 practices, policies, and customs in the exercise of those rights
4 based upon religion, race, color, national origin, age, sex,

1 height, weight, familial status, ~~or~~ marital status, **or source of**
2 **income**; to preserve the confidentiality of records regarding
3 arrest, detention, or other disposition in which a conviction does
4 not result; to prescribe the powers and duties of the civil rights
5 commission and the department of civil rights; to provide remedies
6 and penalties; to provide for fees; and to repeal ~~certain~~ acts and
7 parts of acts.

8 Sec. 502. (1) A person engaging in a real estate transaction,
9 or a real estate broker or ~~salesman~~, **salesperson**, shall not on the
10 basis of religion, race, color, national origin, age, sex, familial
11 status, ~~or~~ marital status, **or source of income** of a ~~person~~ **an**
12 **individual** or a ~~person~~ **anyone** residing with that ~~person~~ **individual**
13 **do any of the following:**

14 (a) Refuse to engage in a real estate transaction with a
15 person.

16 (b) Discriminate against a person in the terms, conditions, or
17 privileges of a real estate transaction or in the furnishing of
18 facilities or services in connection with a real estate
19 transaction.

20 (c) Refuse to receive from a person or transmit to a person a
21 bona fide offer to engage in a real estate transaction.

22 (d) Refuse to negotiate for a real estate transaction with a
23 person.

24 (e) Represent to a person that real property is not available
25 for inspection, sale, rental, or lease when in fact it is so
26 available, or knowingly fail to bring a property listing to a
27 person's attention, or refuse to permit a person to inspect real
28 property, or otherwise make unavailable or deny real property to a
29 person.

1 (f) Make, print, circulate, post, mail, or otherwise cause to
2 be made or published a statement, advertisement, notice, or sign,
3 or use a form of application for a real estate transaction, or make
4 a record of inquiry in connection with a prospective real estate
5 transaction, ~~which~~**that** indicates, directly or indirectly, an
6 intent to make a preference, limitation, specification, or
7 discrimination with respect to the real estate transaction.

8 (g) Offer, solicit, accept, use, or retain a listing of real
9 property with the understanding that a person may be discriminated
10 against in a real estate transaction or in the furnishing of
11 facilities or services in connection ~~therewith~~**with that**
12 **transaction.**

13 (h) Discriminate against a person in the brokering or
14 appraising of real property.

15 (2) A person shall not deny a person access to, or membership
16 or participation in, a multiple listing service, real estate
17 brokers' organization or other service, organization, or facility
18 relating to the business of selling or renting real property or to
19 discriminate against ~~him or her~~**the person** in the terms or
20 conditions of that access, membership, or participation because of
21 religion, race, color, national origin, age, sex, familial status,
22 ~~or~~ marital status, **or source of income.**

23 (3) This section is subject to section 503.

24 (4) **As used in this section, "source of income" includes**
25 **benefits or subsidy programs including housing assistance, public**
26 **assistance, emergency rental assistance, veterans benefits, Social**
27 **Security, supplemental security income or other retirement**
28 **programs, and other programs administered by any federal, state,**
29 **local, or nonprofit entity. The term does not include income**

1 derived in an illegal manner.

ATTACHMENT 6



Landlord Code of Conduct

As a landlord operating in the City of Birmingham,

I voluntarily make this pledge:

No prospective or existing tenants will be treated less favorably by me than any other person or group of persons because of their race, color, ethnic or national origin, source of income, religion, gender, disability, appearance, marital status, sexuality, politics, social status, or their responsibility for dependents. I promise to always act in a fair and honest way in my dealings and communications, and in the event that I choose not to sign a lease with a particular person, I will give them ample advance notice and reveal the truth as to why I cannot enter into a lease. I also vow to make every effort to renew leases in a reasonable way.

Dated: _____ Landlord: _____



July 5, 2023

City of Birmingham
151 Martin St
Birmingham, MI 48012-3001

Madam Mayor and Members of Commission,

Attached are petitions circulated at Baldwin House by Baldwin House Residents, 200 Chester Street, Birmingham, MI 48009 , regarding the " RIGHT TO RENEW".

Please notify Sue Chapman, 200 Chester Street, apartment 403, Birmingham, MI 48009, phone number (248) 593 7958 when this item will be on the City Commission agenda.

Respectfully submitted for the residents of Baldwin House by
Sue Chapman.



Sue Chapman

RENTERS' RIGHT TO RENEW

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
'RENTERS' RIGHT TO RENEW' PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER OR DISABILITY.*

1. Susan West Apt. # 201
2. Bonny Shady Apt. # 211
3. Cheri Barnes Apt. # 101
4. Erica L. Skillman Apt. # 501
5. Judy Murrell Apt. # 304
6. J. [unclear] Apt. # 511
7. Jean Clark Apt. # 305
8. Charlene Maher Apt. # 430
9. George Stone Apt. # 318
10. Jessica Wollen Apt. # 209

*We do not believe A \$500 penalty is sufficient to deter landlords from violating this ordinance.

RENTERS' RIGHT TO RENEW

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
"RENTERS RIGHT TO RENEW" PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER, OR DISABILITY. *

11.	<u>Rachel Herbst 308</u>	Apt. #	<u>308</u>
12.	<u>Carolyn Jenkins</u>	Apt. #	<u>215</u>
13.	<u>Shirley Sherman</u>	Apt. #	<u>520</u>
14.	<u>Alouise Cuff</u>	Apt. #	<u>224</u>
15.	<u>Dorothy Conrad</u>	Apt. #	<u>321</u>
16.	<u>Rosalie Blynn</u>	Apt. #	<u>112</u>
17.	<u>Jennie Marsalesi</u>	Apt. #	<u>509</u>
18.	<u>Mary A. Benton</u>	Apt. #	<u>404</u>
19.	<u>Mary Williams</u>	Apt. #	<u>309</u>
20.	<u>Nancy Gattett</u>	Apt. #	<u>320</u>

*We do not believe A \$500 penalty is sufficient to deter
landlords from violating this ordinance.

RENTERS' RIGHT TO RENEW

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
"RENTERS RIGHT TO RENEW" PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER, OR DISABILITY. *

21.	<u>Ann Smeata</u>	Apt. # <u>222</u>
22.	<u>Rosemary Williams</u>	Apt. # <u>416</u>
23.	<u>Wm M. Otter</u>	Apt. # <u>507</u>
24.	<u>Cheri Barnes</u>	Apt. # <u>101</u>
25.	<u>Melvin Jacobs</u>	Apt. # <u>411</u>
26.	<u>Tommy Smith</u>	Apt. # <u>210</u>
27.	<u>Patti McMoon</u>	Apt. # <u>216</u>
28.	<u>Monica Rosemary</u>	Apt. # <u>323</u>
29.	<u>Shirley Sherin</u>	Apt. # <u>520</u>
30.	<u>Woods</u>	Apt. # <u>222</u>

*We do not believe A \$500 penalty is sufficient to deter
landlords from violating this ordinance.

RENTERS' RIGHT TO RENEW

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
"RENTERS RIGHT TO RENEW" PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER, OR DISABILITY. *

31	CHARLENE ORLETSKI	Apt. #	301
32	CARMEL WILSON	Apt. #	401
33	Margaret Adams	Apt. #	109
34	Janet Ryan	Apt. #	205
35	CAROL Goldstein	Apt. #	503
36	Alan Blalock	Apt. #	423
37	Wendell Devone	Apt. #	208
38	William Sullivan	Apt. #	212
39	Tom Smith	Apt. #	210
40	ISA [unclear]	Apt. #	302

*We do not believe A \$500 penalty is sufficient to deter
landlords from violating this ordinance.

RENTERS' RIGHT TO RENEW

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
"RENTERS RIGHT TO RENEW" PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER, OR DISABILITY. *

41	<u>Connie Inna</u>	Apt. #	<u>309</u>
42	<u>Sue Chapman</u>	Apt. #	<u>403</u>
43	<u>Michael Jackson</u>	Apt. #	<u>411</u>
44	_____	Apt. #	_____
45	_____	Apt. #	_____
46	_____	Apt. #	_____
47	_____	Apt. #	_____
48	_____	Apt. #	_____
49	_____	Apt. #	_____
50	_____	Apt. #	_____

*We do not believe A \$500 penalty is sufficient to deter
landlords from violating this ordinance.

Baldwin House Residents
200 Chester St., Birmingham, MI

I ADVOCATE FOR AN ORDINANCE SUPPORTING
"RENTERS RIGHT TO RENEW" PROTECTING
ALL RENTERS REGARDLESS OF AGE, RACE,
NATIONALITY, GENDER, OR DISABILITY. *

41	<u>Connie Inna</u>	Apt. # <u>309</u>
42	<u>Sue Chapman</u>	Apt. # <u>403</u>
43	<u>Paul & Joseph</u>	Apt. # <u>411</u>
44	<u>Lishita Russee</u>	Apt. # <u>214</u>
45	<u>RL Balce</u>	Apt. # <u>420</u>
46	<u>Jean Clark</u>	Apt. # <u>305</u>
47	<u>Pat McJannet</u>	Apt. # <u>313</u>
48	<u>Susanne D. Camp</u>	Apt. # <u>224</u>
49	_____	Apt. # _____
50	_____	Apt. # _____

*We do not believe A \$500 penalty is sufficient to deter
landlords from violating this ordinance.



MEMORANDUM

Planning Division

DATE: August 14, 2023
TO: Jana L. Ecker, City Manager
FROM: Nicholas Dupuis, Planning Director
SUBJECT: Leaf Blowers

INTRODUCTION:

As leaf blowers continue to gain national attention, the conversation has come to Birmingham and has remained present in the thoughts of many. The science is clear – leaf blowers with two-stroke engines are uniquely dirty, dangerously loud...and potentially unnecessary. As cities continue to grapple with what to do with these machines, the problem continues to compound, and the health of the public and environment continues to suffer. At this time, the Planning Division would like to discuss a phased regulation of leaf blowers, with several short, mid and long term actions that could result in a better environment for all.

BACKGROUND:

On October 3, 2022 ([Agenda – Minutes](#)), the City Commission held a workshop in which leaf blowers were discussed. City Staff presented general information about the problem, as well as some potential actions that could be taken. The City Commission held a cautious interest in further exploring a potential ban of leaf blowers, but determined that more study would be necessary before any clear direction could be given on next steps. After some time, the City Commission revived the discussion on June 5, 2023 ([Agenda – Minutes](#)) and moved to place the discussion of leaf blowers on a future agenda as a regular agenda item.

As for the “problem” referenced above, it may be summarized into three main categories: *emissions, noise and environment.*

When it comes to *emissions*, it is important to understand the basic design of a two-stroke engine and [how they compare to four-stroke engines](#). The main difference can be discerned from the nomenclature: two-stroke engines complete the combustion and exhaust cycle in two strokes of the piston, while four-stroke engines complete the cycle in four. As we understand it, this basic design has a large impact on efficiency, which is where the principal emissions problem arises. In

a two-stroke engine, not all of the fuel (which includes oil) is burned in the process, which means that the engine is emitting both burned fuel and unburned fuel into the atmosphere. These carbon dioxide and hydrocarbon-based emissions have direct impacts on climate change and public health. The two-stroke engine design is lighter weight and easy to maintain, but remains antiquated and unable to perform to the emissions standards of the more common four-stroke engine.

In terms of loud and penetrating *noise*, which is perhaps the most common refrain, consideration should be given to the public, but also the user. Research generally states that gas powered leaf blowers are the noisiest at 80-90 decibels, while electric models fall in the 65-70 decibel range. The decibel levels of leaf blowers are measured/rated from a *distance of 50 ft. away*, which means that the users of this equipment are experiencing a much higher decibel level. According to the World Health Organization, noise exposure levels should not exceed 70 decibels over a 24-hour period and 85 decibels over a 1-hour period to avoid hearing impairment. The Centers for Disease Control and Prevention has produced [Statistics about the Public Health Burden of Noise-Induced Hearing Loss](#) that demonstrate effects to all ages and with varying economic costs. These levels can of course vary with proximity, but the low-frequency sound waves often mean that being inside a building may not even provide relief from the nuisance.

As was mentioned during the 2022 workshop, the City of Birmingham has had [noise ordinances](#) on the books for quite some time. The City Code states that the decibel level prohibitions are to be enforced at or beyond the property line of the property on which the work or noise-emitting activity is being conducted. In a residential setting, those levels are not to exceed 75 decibels from 7 AM to 7 PM and 60 decibels overnight from 7 PM to 7 AM. With typical urban residential fabric that can be found all over Birmingham (40 ft. x 120 ft. lots, for example), it is easy to infer that these decibel levels are surely being exceeded by gas powered leaf blowers. However, as was also discussed at the 2022 workshop, these sort of standards are difficult to enforce.

Regarding the *environment*, gas powered leaf blowers have the power to completely destroy essential environments for insects, birds, and other wildlife, thus impacting biodiversity. It is worth noting here that this issue is not limited to gas powered leaf blowers – all leaf blowers can damage biodiversity. Leaf blowers can produce air at over 200 mph, which will completely blow away valuable food sources and habitats for organisms that our ecosystem relies on. It was also stated at the 2022 workshop that people experience leaf blowers in all seasons including winter snow removal and summer lawn maintenance cleanup. However, the fall leaf cleanup is inferred to be the most active season, with the most risk to biodiversity. It is also worth noting that electric leaf blowers typically utilize a lithium ion battery than can be recycled. Alternatively, there are readily available plug-in electric leaf blowers as well.

When it comes to a solution, and based on the prevalence of gas powered leaf blowers used by not only commercial and private operations, but also in Birmingham's own governmental operations, a phased approach to regulation may be the most appropriate way to address the situation. The Planning Division suggests discussing a 3-year approach, which could include educational actions, policy actions, and regulatory actions. A graphic representation of this approach is provided on the following page for conversation purposes only.

Task	2024				2025				2026			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
City Commission Resolution	Yellow	Yellow										
First Notice/Information Campaign		Orange	Orange	Orange	Orange							
Dedicated Page on City Website				Orange	Orange							
Ordinance Drafting & Approval				Blue	Blue	Blue						
Second Notice/Information Campaign					Orange	Orange	Orange	Orange				
Phase-Out of City-Owned Leaf Blowers						Yellow	Yellow	Yellow	Yellow	Yellow		
Creation of Landscaper Registration System									Yellow	Yellow	Yellow	
Gas Powered Leaf Blowers Banned											Blue	Blue

Policy Actions	Yellow
Educational Actions	Orange
Regulatory Actions	Blue

(This space intentionally left blank)

When it comes to the regulatory/policy actions, the City of Birmingham can take notes from several other communities that have addressed this issue. In southeast Michigan, [Ann Arbor](#) passed an ordinance that has banned the use of two-cycle outdoor power equipment in their Downtown District. Ann Arbor has also launched a [Pollinator-Aware Yard Care Program](#) that emphasizes the reduction of turf grass lawns and promotes the “leaving-alone” of fallen leaves to promote habitat.

In California, the [City of Sonoma](#) (among many others) has completely banned gas-powered leaf blowers from the City, and further regulates electric leaf blowers to certain times. The [State of California](#) itself has enacted a gas-powered leaf blower ban for the state starting in 2024.

On the east coast, the [Township of Maplewood](#), New Jersey has banned leaf blowers within the Township limits.

The [City of Newton](#), Massachusetts has adopted a seasonal ban for gas-powered leaf blowers, and further requires registration for all leaf blower users.

Based on the availability of language from other communities to reference, as well as various scientific studies that support the transition from gas-powered to electric leaf blowers, the decision appears to be easily justifiable. With that being said, the City will very likely face some criticism from landscaping service providers, as well as their customers. Although they perform the same function, research indicates that the power difference between gas-powered and electric leaf blowers may cause jobs to take longer, which could wind up costing the consumer more. In addition to time spent performing the service, there is also the issue of cost to replace existing, functioning equipment. In one example, a backpack-style [gas-powered leaf blower](#) can cost anywhere from \$200-\$300 on the lower end, where an [electric of the same style](#) can cost \$400-\$500. These issues must also be considered in the conversation.

Finally, it is worth mentioning that four-stroke leaf blowers exist and are used by contractors and private citizens alike, but research suggests that this style of leaf blower tends to be quieter and is much more efficient – often even meeting Environmental Protection Agency emissions standards. For this reason, the Planning Division suggests targeting regulations towards two-cycle leaf blowers at this time.

LEGAL REVIEW:

No legal review is required at this time. The City Attorney will review any future proposed ordinance language that is brought to the City Commission.

FISCAL IMPACT:

As noted above, two-stroke leaf blowers are easier to maintain and have a lifespan that could exceed 10 years. Because of this, the City may incur an additional cost to replace gas-powered leaf blowers with electric leaf blowers. This cost may be offset by the sale of the City’s existing leaf blowers, as well as the reduction in gas/oil consumption over time. In addition, any registration that is required of landscaping contractors will generate a revenue stream for the City, as well as the revenue from any tickets that are issued as a result of new ordinances.

SUSTAINABILITY:

This agenda item has a direct tie to the City's sustainability goals. As noted in several places above, two-cycle leaf blowers have a uniquely detrimental effect on the environment, and the phased transition to electric or manual leaf removal will significantly reduce the effects on the environment and public health.

PUBLIC COMMUNICATIONS:

There are no public communications required for this agenda item at this time.

SUMMARY:

The Planning Division requests that the City Commission consider directing the Planning Division, through the City Manager, to study a phased approach to eliminating the use of two-stroke, gas powered leaf blowers in the City of Birmingham.

ATTACHMENTS:

There are no attachments for this agenda item.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to direct the Planning Division, through the City Manager, to study a phased approach to eliminating the use of two-stroke, gas powered leaf blowers in the City of Birmingham.



MEMORANDUM

City Clerk's Office

DATE: July 20, 2023

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Designation of Voting Delegate(s) for the Michigan Municipal League Annual Meeting

INTRODUCTION:

The City of Birmingham is a member of the Michigan Municipal League (MML). The MML is holding its annual meeting in Traverse City, MI on October 18, 2023. On the agenda for the meeting is the election of five members to the MML Board of Trustees and a vote on the Core Legislative Principles document.

BACKGROUND:

A resolution by the City Commission is required to designate a voting delegate and alternate voting delegate to vote on behalf of the City. The deadline to submit delegate information to the MML is September 18, 2023. Assistant City Manager Melissa Fairbairn will attend the October 18, 2023 Michigan Municipal League meeting in Traverse City, MI.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUSTAINABILITY:

n/a

PUBLIC COMMUNICATIONS:

Information regarding this appointment will be provided along with the agenda packet on the city website and public communication is permissible in accordance with standard commission procedure.

SUMMARY:

The City Commission is being asked to appoint a City Commission member or City Official as official voting delegate and appoint a City Commission member or City Official as the alternate voting delegate, for the MML Annual Meeting to be held October 18, 2023 in Traverse City, MI.

ATTACHMENTS:

1. Letter from MML dated July 10, 2023

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appoint _____ as the City of Birmingham's official voting delegate and _____ as the alternate delegate, for the Michigan Municipal League Annual Meeting to be held in Traverse City, Michigan on October 18, 2023.

July 10, 2023

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

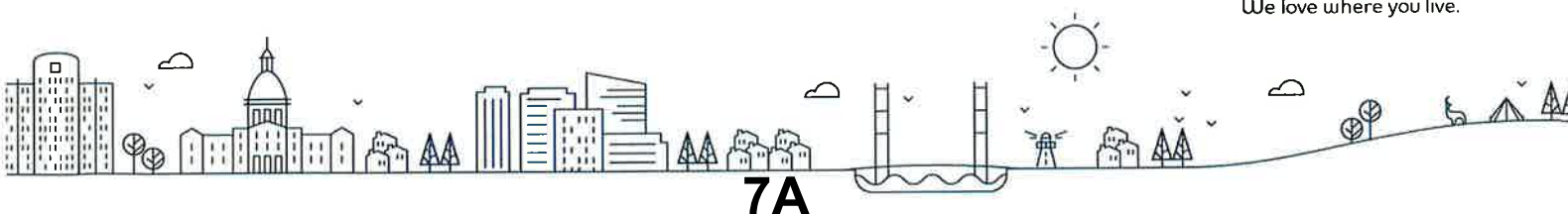
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, **you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate.** Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

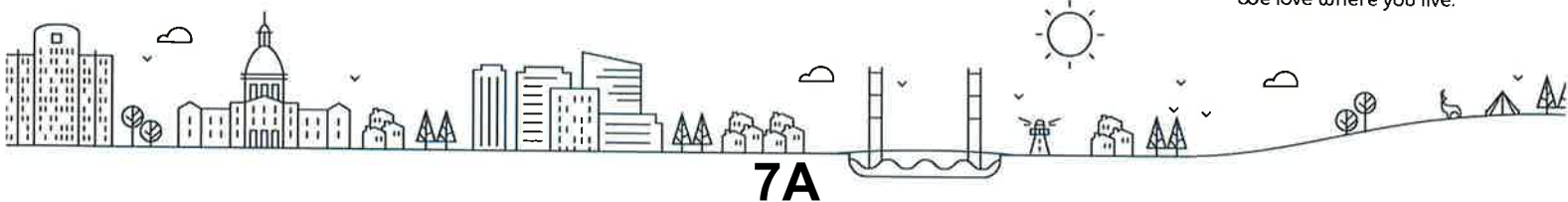
Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Barbara Ziarko
President
Councilmember, City of Sterling Heights



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.





MEMORANDUM

Police Department

DATE: August 8, 2023

TO: Jana L. Ecker, City Manager

FROM: Ryan J. Kearney, Operations Captain

APPROVED BY: Scott A. Grewe, Chief of Police

SUBJECT: Speed Humps

INTRODUCTION:

At a recent City Commission meeting, Commissioner Host raised the topic of speed humps being installed in other cities, such as Beverly Hills. Further discussion was requested about where Birmingham stood on the issue.

BACKGROUND:

In August 2023, Chief Grewe spoke with Richard Torongeau, Director of Beverly Hills Department of Public Safety, regarding speed humps. Director Torongeau stated that the topic was recently mentioned in Beverly Hills. However, they have not conducted any studies or have completed any plans to install speed humps thus far.

The Birmingham Multi-Modal Transportation Board (MMTB) previously examined speed humps and speed tables. The following is a historical breakdown:

March 3, 2022

City staff and consultants MKSK and Fleis & Vandenbrink conducted a study session regarding traffic calming measures. This included speed humps and best practices presented to the MMTB.

Based on past information and previous examinations of speed tables and speed humps as part of a more significant traffic calming measure, the MMTB, City staff, and the City's consultants agreed that the City did not need speed tables or humps. The MMTB indicated the Police Department should continue to monitor speeds, and if a street meets the criteria, it could be used as an area where a pilot program would be considered.

August 15, 2022

At the City Commission meeting, several commissioners proposed the issue of installing speed humps in Birmingham during commissioner comments.

August 29, 2022

Former Police Chief Clemence completed a staff report apprising the Commission of what the MMTB had previously discussed regarding the topic. The Commission requested that the subject of speed humps and speed tables be an agenda item for the MMTB in October 2022. The City Commission asked for the MMTB to identify streets that could be utilized for a pilot project to install a speed hump or table.

October 6, 2022

City staff and consultants researched speed humps, including draft criteria compiled from other cities (Ann Arbor, Farmington Hills, Rochester Hills, Detroit, Grand Rapids, and Ypsilanti Twp.) that have adopted speed hump policies. Sample draft criteria and specifically identified Birmingham streets were presented to the MMTB for further consideration and discussion regarding the following:

1. Traffic studies were recalled or conducted, including speed and volume for Northlawn Drive and Shirley Drive.
2. Existing speed hump criteria from other cities were examined.
3. A preliminary set of standards was developed for the City of Birmingham.

November 3, 2022

The Police Department, City staff, and consultants further studied speed hump criteria and presented the findings to the MMTB. Twelve residential streets were identified as sources of recent and frequent speeding complaints. Of these, three streets were identified with the following 85th percentile of speed: Saxon Drive (30 mph), Pleasant Street (30.9 mph), and Northlawn (32.4 mph). Using these streets would require lowering the criteria of 10+ mph over the 85th percentile, a standard developed through research from established, comparable City policies. In addition, the City of Birmingham only controls the northern portion of Saxon Drive, and the parts of Northlawn Drive and Pleasant Street recording higher speeds are considered unimproved.

City staff, consultants, and the MMTB discussed nearby cities, such as Farmington Hills, Rochester Hills, and Ann Arbor, with traffic calming and speed hump policies. Consensus indicated that it is more common to implement speed humps along streets where the 85th percentile of speeds is 10+ mph above the speed limit. No residential streets in Birmingham meet these criteria.

If a residential street did meet the criteria, the MMTB discussed a petition process similar to the process for residential permit parking. Additionally, the Engineering Department and the Department of Public Services noted that installing speed humps on unimproved roads is difficult since they lack a sufficient base. An unimproved road is a gravel roadway with a cape seal treatment less than 0.5 inches thick. Constructing a speed hump with either asphalt or concrete would require pavement on top of an engineered stone base and a drainage condition review. Prefabricated speed humps require security and stabilization, which is impossible to achieve on a gravel road. Speed humps would be much more likely to be ripped out during winter plowing operations and become a hazard on unimproved roads.

The MMTB considered a proposed speed hump policy for the City of Birmingham and what to recommend to the City Commission for both a pilot program and an installation policy. City staff observed that most streets in Birmingham do not meet professional engineering criteria for the temporary or permanent installation of speed humps. The consensus of the MMTB was not to recommend speed humps since not a single street would qualify without lowering the criteria used by the reviewing agencies. The board felt we were lowering the criteria in order to institute a solution that wouldn't meet the criteria for other municipalities, demonstrating that Birmingham does not have a problem. Board members also commented they were against speed hump installation for the following reasons:

1. They would impede snow plows and emergency vehicles.
2. Poor aesthetics and the likelihood of obtaining the requisite number of residents on the street to agree to speed hump installation and location.
3. Many residents would be more amenable to increased speed enforcement over physical street changes.
4. Favored the City's recommendation of using data-driven criteria to evaluate the potential installation of speed humps.
5. Favored other potential traffic calming measures rather than speed humps.

February 27, 2023

Former City Manager Tom Markus requested the results of the speed hump study and MMTB consensus be included in the Manager's Report, summarized as follows:

The City Commission directed City staff and traffic consultants—Fleis & Vandenbrink (F&V) and MKSK Studios to study speed humps as an October 2022 agenda item for research and possible implementation. In preparation for review by the Multi-Modal Transportation Board (MMTB), several cities utilizing speed humps were analyzed to develop a baseline and speed hump criteria for the City of Birmingham. Speed humps went before the MMTB on October 6, 2022, and again on November 3, 2022. Based on the cities studied, no street in Birmingham met the criteria based on current conditions such as speed, volume, and if the road was improved/unimproved. This led to the discussion of lowering the proven and necessary criteria identified in other communities, which the MMTB did not support. There was a general Board consensus not to recommend speed hump criteria at this time since there are no streets that would qualify based on established criteria used by others and existing conditions in the City of Birmingham.

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

The topic of speed humps went before the MMTB on March 3, 2022, October 6, 2022, and November 3, 2022. It was also listed in the Manager's Report on February 27, 2023. The agendas, packets, and minutes have been posted publicly.

SUMMARY:

After multiple MMTB meetings, thorough research, and review, City staff, consultants, and the MMTB determined that no streets in Birmingham meet the criteria other municipalities used for speed humps. As a result, the MMTB does not recommend pursuing speed humps as a traffic calming measure.

ATTACHMENTS:

MMTB packets from the following meeting:

1. March 3, 2022 – MMTB Agenda/Packet for Traffic Calming/Speed Tables
2. March 3, 2022 – MMTB Meeting Minutes
3. October 6, 2022 – MMTB Agenda/Packet for Neighborhood Traffic Calming Program
4. October 6, 2022 – MMTB Meeting Minutes
5. November 3, 2022 – MMTB Agenda/Packet for Neighborhood Traffic Calming Program
6. November 3, 2022 – MMTB Minutes

AGENDA
REGUAR MEETING OF THE BIRMINGHAM PLANNING BOARD

THURSDAY MARCH 3RD, 2022

151 MARTIN ST., CITY COMMISSION ROOM 205, BIRMINGHAM MI*

*******6:00 pm*******

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 currently classified as a substantial transmission area. 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.

- A. Roll Call
- B. Introductions & Chairpersons Comments
- C. Review of the Agenda
- D. Approval of Minutes, Meeting of **February 3rd, 2021**
- E. Unfinished Business
- F. New Business
 - 1. Best Practices in Transportation: Traffic Calming and Speed Tables**
 - 2. MMTP Roadway Improvements**
 - i. Redding at Woodward**
 - 3. Woodward Road Diet**
- G. Meeting Open to the Public for items not on the Agenda
- H. Miscellaneous Communications
- I. Next Meeting – **April 7th, 2022**
- J. Adjournment

Please note that board meetings will be conducted in person once again. Members of the public can attend in person at Birmingham City Hall or may attend virtually at <https://us06web.zoom.us/j/88295194746> or dial: **929 205 6099 US Toll-free, Meeting ID: 824 7795 4435**



MEMORANDUM

(Planning Division)

DATE: February 24th, 2022

TO: Multi-Modal Transportation Board

FROM: Brooks Cowan, City Planner
Scott Zielinski, Assistant City Engineer
Commander Scott Grewe, Police Department

SUBJECT: Best Practices in Transportation: Traffic Calming and Speed Tables

Reducing vehicular speed throughout the City is a common discussion point to enhance pedestrian and non-motorized transportation safety. The Multi-Modal Transportation Board has previously inquired about policy related to speed tables in residential neighborhoods as a method to encourage vehicles to slow down.

In order to assist the MMTB in considering if the wish to further explore such a policy, the City's traffic consultants have put together a presentation going over best practices for speed tables.

TRAFFIC CALMING OVERVIEW

MULTIMODAL TRANSPORTATION CONSULTING

MARCH 3, 2022



TRAFFIC CALMING

- Common complaints about vehicles speeding on residential streets to the Birmingham Police Department and the Multimodal Transportation Board
- We reviewed national best practice manuals
- We reviewed traffic calming programs in other cities in the area (Rochester Hills, Farmington Hills, Ferndale, Pleasant Ridge, Detroit, Ann Arbor, Grand Rapids)
- This presentation covers what we have learned so the Board can direct us if and how we should proceed.



RESIDENTIAL SPEED STUDIES IN BIRMINGHAM

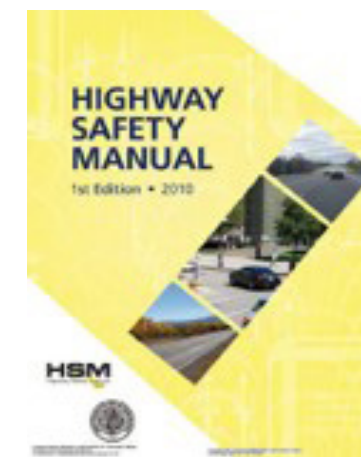
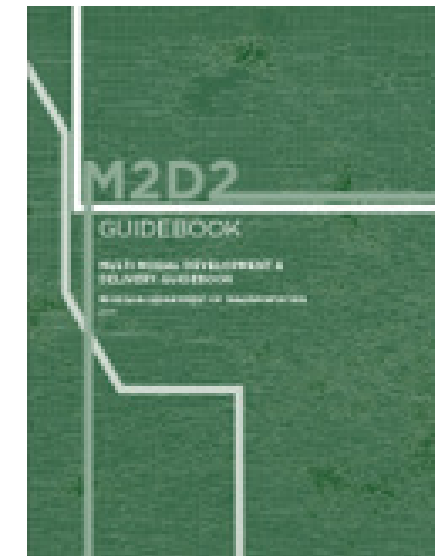
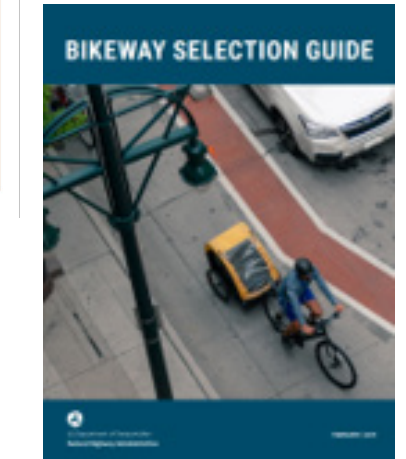
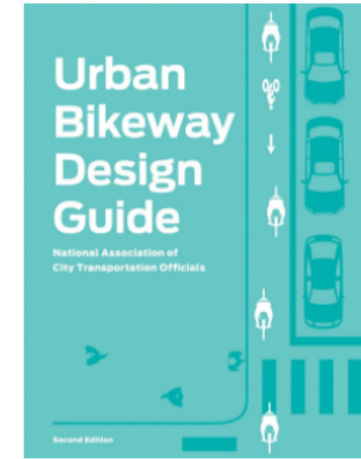
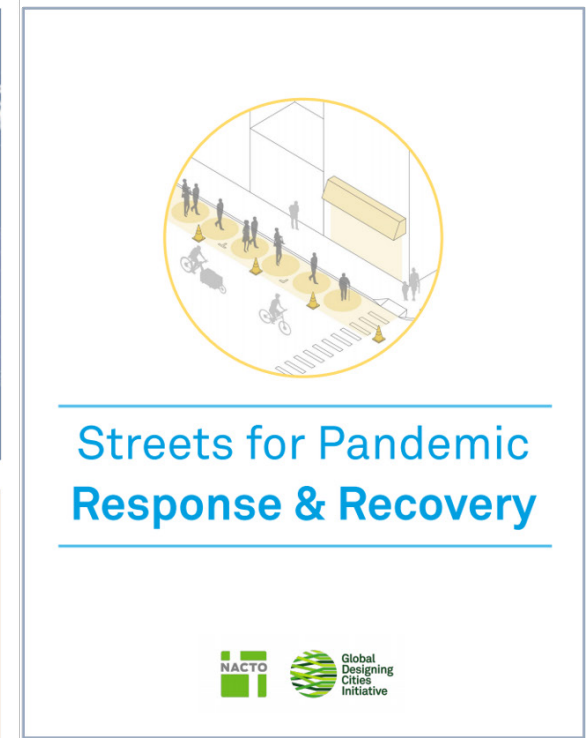
Speed studies show most streets have speeds about 24-28 MPH (85th percentile speeds), a few streets have higher speeds, mostly wider ones

- Traffic speeds are actually lower than speeds in similar cities (often 32-35+ mph)
- Speed table signs are rotated so most streets have a speed sign every few years
- Speed studies based on complaints and observations



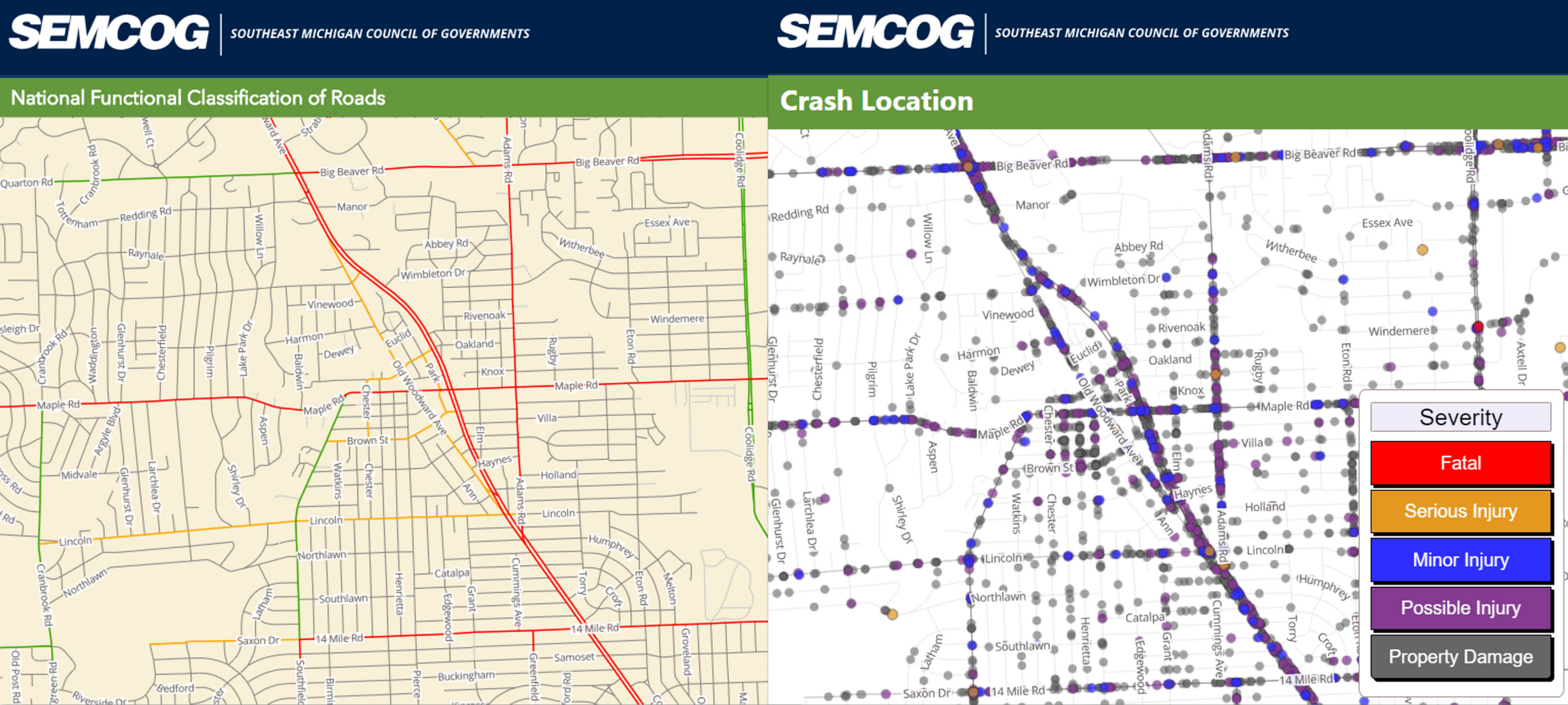
RESOURCES

- Highway Safety Manual (HSM)
- FHWA Proven Safety Countermeasures
- Michigan Manual on Uniform Traffic Control Devices (MMUTCD)
- NACTO
- National Cooperative Highway Research Program (NCHRP)
- MDOT Multi Modal Development & Delivery Guidebook (M2D2)
- ITE Community Web Exchange
- Our team's experience in over 100 cities
- FHWA TAP (Transportation Alternatives Program) Grant
- MDOT Small Urban Program (Grant)
- SEMCOG Crash Information



RESOURCES: SEMCOG

<https://maps.semco.org/>



TRAFFIC CALMING MEASURES

Speeds are usually influenced by the width of the street, its design, on-street parking, and the context (street trees, setbacks, sight distance)

- Stop signs - don't usually work
- Reduced street width - may or may not impact speeds
- Add bike lanes, parking, etc. to reduce the width for driving
- Chicanes
- Pedestrian crossings - midblock crossing and raised crossings
- Raised intersections
- Traffic calming islands
- Speed humps
- Speed warning and other signs



Buffered Bike Lane



MidBlock Crossing



Curb Bumpouts



Rectangular Rapid Flashing Beacon (RRFB)

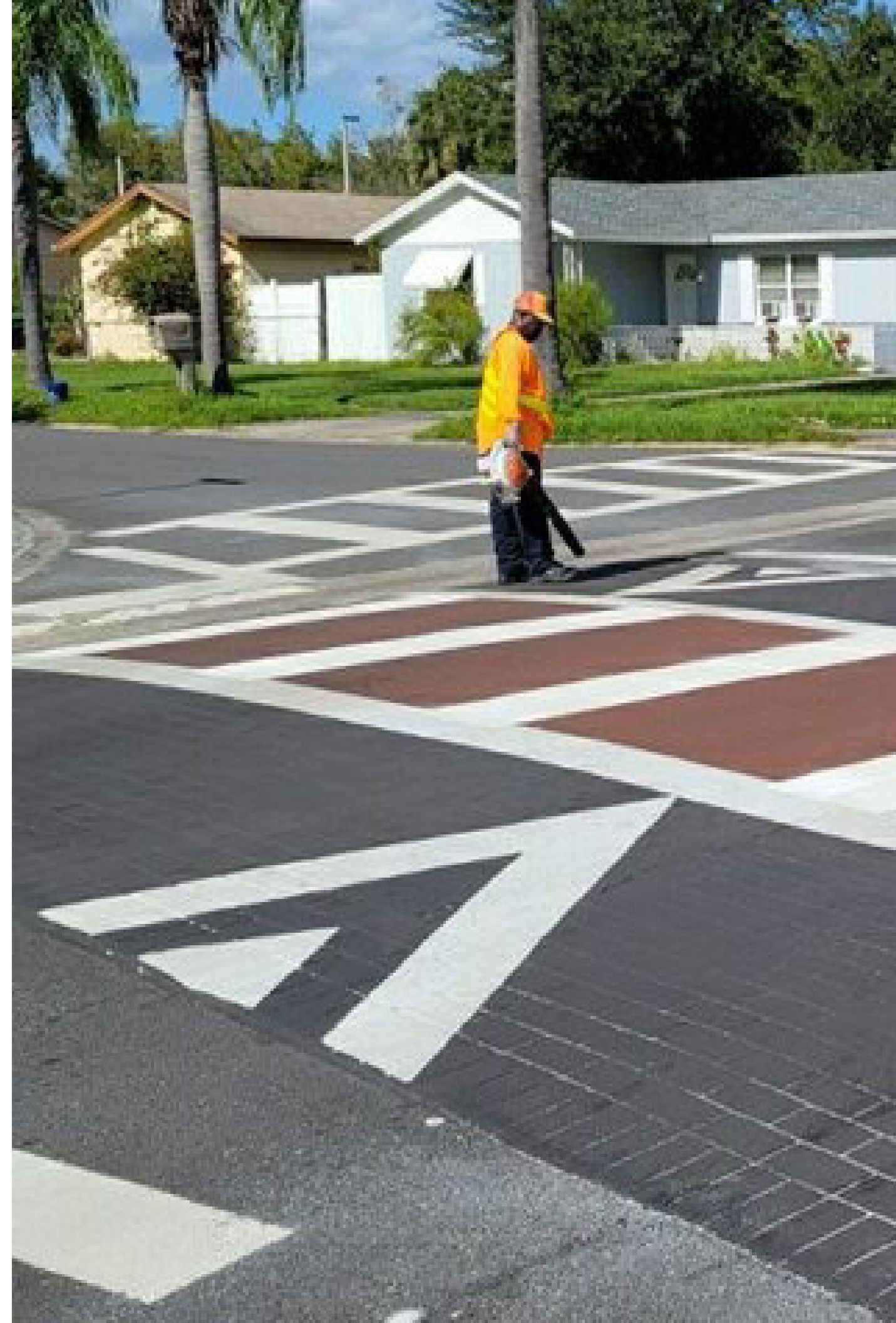
RAISED INTERSECTIONS & PEDESTRIAN CROSSINGS

Raised Intersections

- ADA-compliant and detector strips required
- Reinforce slow speeds
- Bollards along corners keep motorists from crossing into pedestrian zones

Raised pedestrian crossings

- Where an unsignalized crossing exists at a transit stop, enhanced crossing treatments or actuated signals should be added



SPEED TABLES VS SPEED HUMPS - TYPICALS

Speed table:

- 22' long, 3"-3.5" height for streets
- For streets posted for 25-40 MPH
- Can be used on collector streets and/or transit emergency response routes
- Can be designed as midblock crossings (raised crosswalks) or in conjunction with curb extensions (bump outs)
- Can be as shown, or more decorative (brick pavers, etc. = more expensive)

Speed hump:

- 12-14' long, 3-3.5" height
- Space no more than 500 feet to achieve 25-30 MPH
- Can cause some noise



SPEED HUMPS

Purpose

- Slows traffic
- Distinct from speed “bumps”
- Commonly implemented mid-block
- Commonly implemented on local streets
-

Implementation Factors to Consider

- Distance between driveways
- Snow plowing
- Appropriate MUTCD markings and signage



Ypsilanti Township, MI



Detroit, MI

ITE Speed Hump Effectiveness Study

- Study of 26 sites
- Pre-installation: 14% were >10mph over speed limit
- Post-installation: down to 1%
- 85th Percentile speeds expected to drop
- Volumes may drop if alternate routes

FARMINGTON HILLS

- Traffic Safe-te3 Program: the first Traffic Calming program in SE Michigan (20+ Year history)
- Installation is determined by traffic engineering analysis and four main factors:
 - o Residential street must be functionally classified as a local roadway
 - o Topography and sight distance (trees, hills, curves, and intersections)
 - o Presence of existing traffic controls (traffic signals and stop signs)

Speed table:

When to use them:

- Can be used on 2-lane or 3-lane roads with speed limits of 30 mph or less, AADTS below 9,000 where regular pedestrian crossing is expected
- Ex: Popular side street crossings on commercial corridors or roundabouts
- Avoid speed tables/raised crosswalks on major emergency vehicles or truck routes



Speed table:

- 22' wide including a 10' wide center platform and slopes tapering down each side
- 3" high
- Extend the full width of the street except for the gutter
- 12% average traffic volume reduction
- 45% average collision reduction
- Less speed reduction than speed humps

Speed hump:

- 12' wide, 3" high and have a parabolic shape
- 20-25% speed reduction on average
- 18% average traffic volume reduction



Phase 1 Tools – Education and Enforcement

- o Neighborhood awareness programs
- o Selective police patrols
- o Speed boards

Phase 2 Tools - Engineering

- o Signs and pavement markings
- o Vertical deflections (Speed humps and speed tables)
- o Horizontal deflections (traffic circles and chicanes)
- o Street narrowing (chokers/bulb-outs and center island narrowing)



CITY OF FERNDALE TRAFFIC CALMING PROGRAM

- Needs identified by residents
- Improvements coordinated through road bond fund
- Speed humps on 11 streets
- Specs 3-4", 12-14' wide
- Not allowed on fire routes

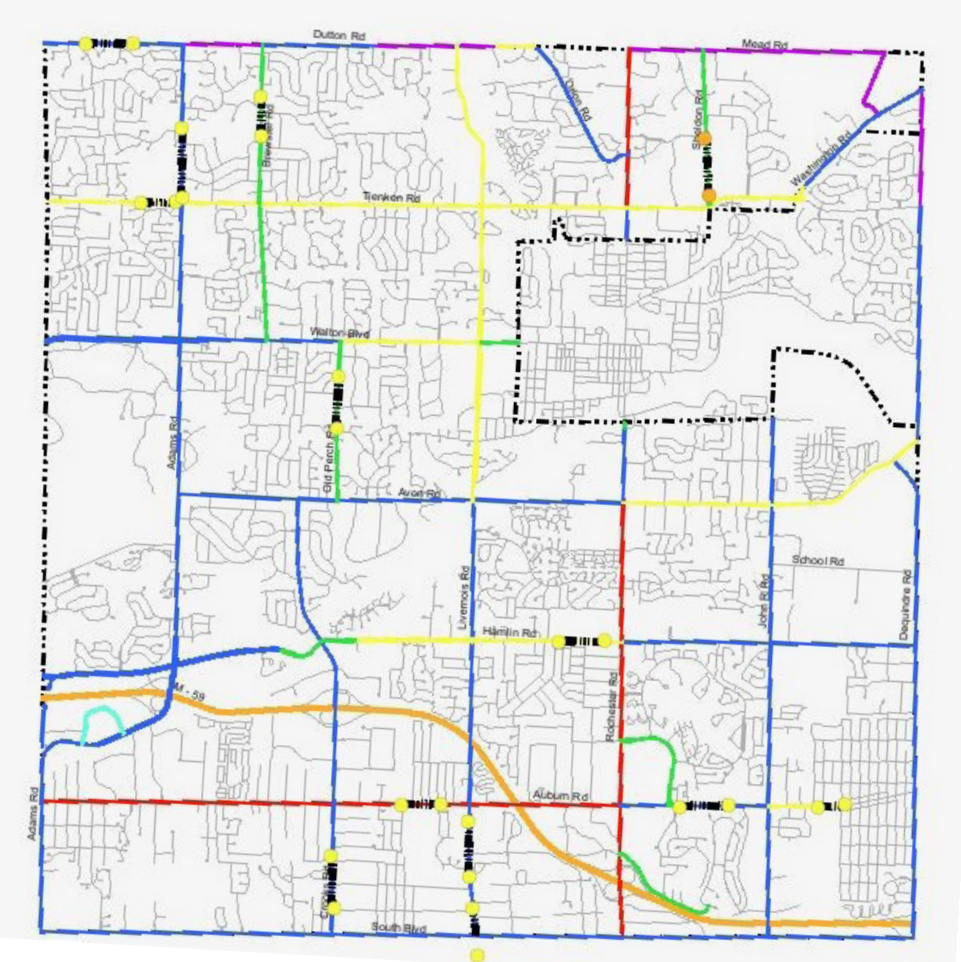
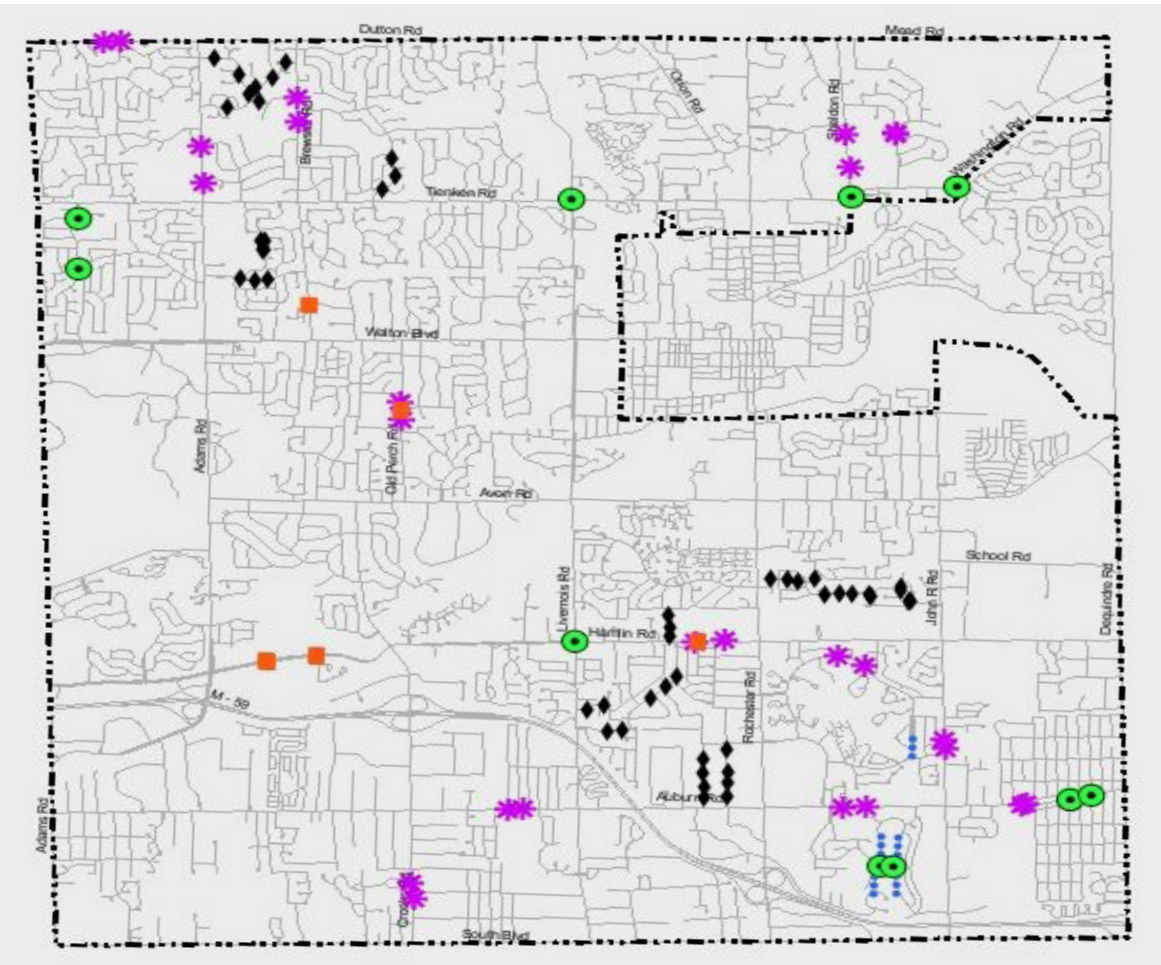


CITY OF ROCHESTER HILLS

- Streets are typically 27ft. or 36 ft. wide
- Traffic calming since 2006
- Different designs were tested
 - o Tables
 - o Mini roundabouts
 - o Speed humps - preferred

Lessons learned:

- 3" high when average speeds are 31+ mph
- 400+ daily vehicles per day
- Signs are important



TRAFFIC CALMING IN BIRMINGHAM

- Need to identify threshold, petition?
- Studies show most speeds are below 30mph
- Consider for repaving projects
- Homeowners to fund?
- Develop a standard specification



**City Of Birmingham Multi-Modal Transportation Board
Thursday, March 3, 2022**

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, March 3, 2022. Chair Doug White convened the meeting at 6:00 p.m.

A. Rollcall

Present: Chair Doug White; Board Members David Hocker, Tom Peard, Victoria Policicchio, Joe Zane; Alternate Board Member Amanda Fishburn

Absent: Board Member Anthony Long

Administration:

Brooks Cowan, Senior Planner
Scott Grewe, Operations Commander
Jim Surhigh, Consulting City Engineer
Scott Zielinski, Assistant City Engineer

F&V: Julie Kroll

MKSK: Brad Strader

B. Approval of MMTB Minutes of February 3, 2022

Motion by Mr. Hocker

Seconded by Mr. Zane to approve the MMTB Minutes of February 3, 2022 as submitted.

Motion carried, 7-0.

VOICE VOTE

Yeas: Zane, Peard, Hocker, White, Long, Policicchio, Fishburn

Nays: None

C. Introductions & Chair Comments

D. Review of the Agenda

E. Unfinished Business

None.

F. New Business

1. Best Practices in Transportation: Traffic Calming and Speed Tables

Mr. Strader and OC Grewe presented the item.

In reply to Ms. Policicchio, there was a brief discussion of which fines and fees derived from traffic violations become City revenue.

Ms. Policicchio asked Staff to look into using the fines and fees from traffic violations, which become City revenue after cost sharing with the 48th District Court is deducted, for safety and traffic calming programs.

SP Cowan said he would clarify with FD Gerber how those revenues are allocated once the City receives them.

Chair White thanked Staff.

2. Redding Rd. / Woodward Ave Intersection Redesign

CCE Surhigh introduced the item.

Mr. Strader and CCE Surhigh presented the item.

After discussion, the Board expressed a general preference for alternative two as proposed by MKSK.

3. Woodward Road Diet

SP Cowan presented the item.

After Board discussion, SP Cowan summarized the Board's preferences as:

- Prioritizing pedestrian safety, first and foremost;
- Staying up-to-date on how transit lane discussions evolve between SMART, RTA, MDOT, and other stakeholders; and,
- Staying up-to-date on the broader recommended changes for Woodward so multi-modal enhancements such as safer bus stops, larger divider islands, and bike lanes can be considered appropriately at a later date within Woodward's evolving context.

The Board confirmed.

G. Meeting Open to the Public for Items not on the Agenda

H. Miscellaneous Communications

SP Cowan informed the Board that the Birmingham Shopping District (BSD) is investigating putting together a discounted bus pass program in order to attract employees and reduce the parking costs of BSD businesses.

SP Cowan said he was also in discussion with the Assistant City Manager about putting together a visit to Ferndale to discuss Ferndale's efforts towards implementation of a Woodward road diet, its multi-modal improvements including bike lanes, and its last-mile infrastructure. He asked the

Board whether they would be interested in joining.

The Board expressed enthusiasm for the proposal.

SP Cowan said he would aim to organize something during warmer weather.

I. Adjournment

No further business being evident, the Board adjourned at 7:39 p.m.

Brooks Cowan, Senior Planner

A handwritten signature in black ink, appearing to read 'Brooks Cowan', with a long horizontal flourish extending to the right.

Laura Eichenhorn
City Transcriptionist

AGENDA
REGUAR MEETING OF THE BIRMINGHAM MULTI-MODAL TRANSPORTATION BOARD
THURSDAY OCTOBER 4TH, 2022
151 MARTIN ST., CITY COMMISSION ROOM 205, BIRMINGHAM MI*
*******6:00 pm*******

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 currently classified as a substantial transmission area. 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.

- A. Roll Call
- B. Introductions & Chairpersons Comments
- C. Review of the Agenda
- D. Approval of Minutes, Meeting of September 1st, 2022
- E. New Business
- F. Unfinished Business
 - 1. E. Brown Street, S. Old Woodward to Woodward Ave**
 - 2. Pierce Street Considerations**
 - 3. Neighborhood Traffic Calming Program**
 - 4. Scooter Policy**
- G. Meeting Open to the Public for items not on the Agenda
- H. Miscellaneous Communications
 - 1. Letters from residents regarding sidewalk gap priorities**
- I. Next Meeting – November 3rd, 2022
- J. Adjournment

Please note that board meetings will be conducted in person once again. Members of the public can attend in person at Birmingham City Hall or may attend virtually at <https://us06web.zoom.us/j/88295194746> or dial: **929 205 6099 US Toll-free, Meeting ID: 824 7795 4435**



MEMORANDUM

Police Department

DATE: September 30th, 2022

TO: Multi-Modal Transportation Board

FROM: Ryan Kearney, Police Lieutenant
Scott Zielinski, Engineering Department
Brooks Cowan, City Planning
With assistance from:
Brad Strader, MKSK
Julie Kroll, Fleis & Vandenbrink

SUBJECT: Neighborhood Traffic Calming Program

INTRODUCTION:

At the August 15, 2022, City Commission meeting, several commissioners proposed the issue of installing speed humps in the city under commissioner comments. Police Chief Clemence completed a staff report apprising the Commission of what the Multi-Modal Traffic Board (MMTB) had previously done regarding the topic.

BACKGROUND:

The staff report went to the City Commission on August 29, 2022. The Commission has requested that the topic of speed humps and speed tables be an agenda item for the MMTB in October of 2022. The City Commission would like the MMTB to identify streets that could be utilized for a pilot project to install a speed hump or table. Once identified, city staff, the city's contracted traffic engineers and the MMTB shall formulate a plan of study to set up a pilot program for installing a speed hump or table. This plan would include all associated costs of the project, the description of the project and how the success or failure of the pilot project would be determined. The Memo from Police Chief Clemence to the City Commission is attached for the MMTB to review.

The section "Draft Criteria" in the attached presentation from MKSK and F&V proposes requirements for a street to qualify for a speed hump. Such criteria are proposed as such:

- Baseline Criteria
 - Classified as a residential street.

- 50% of residents must petition for the installation AND agree to pay for the installation and maint. of devices
- The street must be paved.
- 15+ % of traffic is over the posted speed limit (speed study).
- Speed Hump Criteria
 - Traffic volumes greater than 200, less than 1,200 vehicles per day.
 - Not a fire or snow emergency route.
 - Not along a major school bus or transit route.
 - Room for speed humps 300 – 600 feet apart.
 - Room for speed humps to avoid driveways.
 - 100% written concurrence by owners within 200 feet of hump.

The police department and city staff have identified the following residential streets as sources of recent and frequent speeding complaints:

- | | |
|-------------|-------------|
| ● Cole | ● Saxon |
| ● Grant | ● Pleasant |
| ● Northlawn | ● Shipman |
| ● Oak | ● Shirley |
| ● Oakland | ● E Lincoln |
| ● Ruffner | ● Redding |

The Police Department has provided speed and traffic information for Northlawn Drive and Shirley Drive as an example for staff, consultants and the MMTB to review in comparison to the proposed speed hump criteria.

ADDITIONAL INFORMATION:

1. Traffic studies including speed and volume for Northlawn Drive and Shirley Drive were recalled or conducted and are included in this report.
2. Existing speed hump criteria from other cities were examined.
3. A preliminary set of standards developed for the City of Birmingham.

SUGGESTED ACTION:

Consider and discuss the proposed speed hump policy for the City of Birmingham.

Birmingham Speed Hump Pilot Program

Street	Speed Limit	85 th Percentile	Avg Speed	>30 mph	Volume
Cole (Eton/Torry, 2021)	25	29.9	23.9	Unavailable	1,305
Grant (Chapin/Bennville, 2022)	25	29.9	23.9	429	3,508
Northlawn (Golfview/Pleasant, 2022)	25	29.9	24.9	598	2,239
Oak (Lakeside/Lakepark, 2022)	25	28.9	24.9	580	10,548
Oakland (Poppleton/Rosedale, 2022)	25	24.9	19.9	10	1,377
Ruffner (Grant/Woodward, 2022)	25	27.9	22.9	104	1,992
Saxon (Latham/Southfield, 2017)	25	30	27	101	5,948
Shipman (Northlawn/Southlawn, 2022)	25	27.5	22.9	37	580
Redding (Lakeside/Lakepark, 2022)	25	28.5	23.5	Unavailable	2,029
E. Lincoln (Woodward/Torry, 2022)	25	29.9	26.9	436	9,997
Shirley (Brandon/Lincoln, 2022)	25	24.9	20.9	13	2,496
Pleasant (Maple/Lincoln, 2021)	25	30.9	26.9	Unavailable	2,862

Source: Birmingham Police Department traffic counts; speed & volume / 48-hour period (Wednesday – Thursday)



MEMORANDUM

Police Department

DATE: August 24, 2022

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Traffic Calming Measures – Speed Tables/Speed Humps

INTRODUCTION:

The issue of speed bumps (humps) was brought up at the City Commission meeting on Monday, August 15, 2022. Reducing vehicular speed throughout the City is a common discussion point to enhance pedestrian safety, non-motorized transportation safety and vehicle safety. The Multi-Modal Transportation Board (MMTB) has previously examined the issue of speed tables and speed bumps as a method to encourage vehicles to slow down in residential neighborhoods. On March 3, 2022, the primary focus of the MMTB meeting was a presentation by staff and the City's traffic engineering consultants about traffic calming measures that included speed tables and speed bumps.

BACKGROUND:

The MMTB members have commented that most of the negative comments they hear from residents are about traffic speeds in their neighborhoods. City commissioners would most likely agree that they too receive complaints from residents about speeding vehicles. The police department receives many complaints about speeding vehicles and has a policy in place to address those complaints with increased speed traffic enforcement, radar trailers, radar speed boards and in person/telephone discussions with residents. On March 3, 2022, staff made a presentation to the MMTB about how speed studies are requested and completed in the City and what measures can be used to lower speeds.

Commander Scott Grewe from the police department reviewed how speed studies are conducted by the police department. Other City departments, like the engineering department, also conduct traffic surveys. This information is shared between all City departments who request it. Speed studies are usually conducted for three reasons:

1. At the request of a citizen.
2. In conjunction with a proposed City project or traffic change.
3. As part of the police department's on-going speed survey project to obtain speed and traffic volume measurements on the majority of the City's residential streets.

When conducting speed and volume surveys, the police department uses a small black box (clandestine radar) that is virtually invisible to motorists to record speeds for each vehicle (not a police cruiser with a radar gun) and record the number of vehicles traveling on the street (volume of vehicles). Speeds are measured and recorded using the 85th Percentile, which is a national standard. This 85th Percentile describes the speed in miles per hour for the 85th car out of 100, with the idea that 85% of the traffic drives at or below a safe speed, and 15% drive above that speed, including some outliers who drive much too fast and are the biggest concerns in terms of safety.

Police department speed survey data shows that for most streets, the actual traffic speeds are at or below 25 miles per hour. In the State of Michigan, all public residential streets have a 25 mph speed limit. The police department also uses some permanent electronic speed boards, where the motorists are alerted about their actual speed compared to the posted speed (such as along Southfield Road north of 14 Mile by Crestview Park) to assist drivers in monitoring their speed.

In the recent past, the City Commission spent a considerable amount of time developing a City policy on residential street width. The MMTB, in consideration of bicycling and the need for on-street parking, did not support reducing street width except for in cases where streets were more than 30 feet wide. This was based on studies reviewed by the City's traffic engineering consultants (MKSK and Fleiss and Vanderbrink), at the request of the City Commission, that showed that reducing the street width by a few feet had a negligible impact on speeds (speeds are affected more by landscaping, the presence of sidewalks, crosswalks, setbacks and the general character of the neighborhood).

According to the City's contracted traffic engineers, when implemented for speed control, speed humps are constructed as raised areas approximately 12 to 20 feet long and about 3 to 4 inches high. A series of speed humps (two or more) is necessary to be effective for speed control and need to be placed in a series at 300 to 600 foot spacing. The driveway density and on street parking throughout Birmingham makes it difficult to implement throughout the City. Additionally, many streets do not have curbs and additional steps must be taken to prevent circumnavigation around the humps.

Additional items to consider when installing speed humps on a corridor include:

1. They have a jarring "rideability" for all drivers and can cause severe pain for elderly drivers and those with certain disabilities.
2. They force large vehicles, such as emergency vehicles and those with rigid suspensions, to travel at slower speeds, adding approximately 3-10 seconds of response time for each location.
3. They may increase noise and air pollution.
4. The aesthetics of installing 10-20 speed humps and associated signing and striping on a corridor may not be desirable.

5. Some damage from snowplows may be experienced; however, in most cases there was no damage since snowplow operators do not plow down to the pavement on local streets where speed humps are located.

The MMTB also wanted to know what other measures are being used by other cities to lower speeds and how their programs work. Again, the City's traffic engineering consultants (MKSK and Fleiss and Vanderbrink) surveyed some of the leading communities in traffic calming including Farmington Hills (a 20 plus year history), Rochester Hills, Ann Arbor, Grand Rapids and Detroit. The general findings were:

1. Several cities use speed tables (a longer version of speed humps in terms of length).
2. Speed humps are usually used where the 85th percentile is 32-35 MPH or more. When speeds are at or below 25 MPH, as is the case on the studied streets in Birmingham, speeds are not impacted. Some cities indicated that speeds actually went up between the speed humps.
3. One problematic issue arose where speed humps were added to a particular street, motorists began to use the parallel streets instead, pushing the original problem to other streets. In Birmingham, with much of the City laid out in a grid pattern, this could be very difficult to overcome. The City has seen this type of behavior in the past with residential permit parking. Once one street received permit parking, the vehicles began parking on the next street over.
4. Most cities start with a process to involve the residents in the study (to see who are the speeders) to determine if the problem is perceived or real, based on 85th percentile speeds.
5. If there is a speeding problem, most cities require the residents to agree to the system with the residents paying a percentage of the cost of installation. (Cost varies depending upon if the speed humps are more temporary looking or have pavers, landscaping and other enhancements. The cost varies from \$2,000 to \$5,000 per location).
6. Some cities, like Rochester Hills, require that all the homeowners adjacent to the proposed speed humps must sign off or approve of the installation.

LEGAL REVIEW:

None at this time.

FISCAL IMPACT:

None at this time.

PUBLIC COMMUNICATIONS:


The MMTB is a public meeting with published agendas and minutes. The police department, planning department and the engineering department are all participatory staff liaisons to the MMTB. The police department encourages residents to bring their issues before the MMTB for discussion and assistance. In addition to the March 3, 2022 meeting on traffic calming and speed tables/humps, the MMTB held informational meetings on traffic calming on the following dates:

1. November 5, 2020: the City's contract traffic engineers presented a best practice training session on traffic calming. The training covered the Federal Highway Administration's Guide for improving pedestrian safety at uncontrolled crossing locations and the six phases that go into selecting the proper countermeasures.
2. December 3, 2020: Speed tables were discussed during conversations about traffic calming best practices and how speed tables are less detrimental for snowplows than speed humps. The conversation also included that while speed tables are more expensive, they are better for fire engines, more effective at slowing traffic and provide a useful space for pedestrians to cross the street.

SUMMARY:

Reducing vehicular speed throughout the City is a common discussion point to enhance pedestrian safety, non-motorized transportation safety and vehicle safety. The MMTB has previously examined the issue of speed tables and speed humps as a method to encourage vehicles to slow down in residential neighborhoods as part of a larger discussion on traffic calming as a whole.

Based on past information and previous examinations of speed tables and speed humps as part of a larger traffic calming measure, the MMTB, City staff and the City's contracted traffic engineers agreed that City did not need speed tables or humps at the time. The MMTB indicated that the police department should continue to monitor speeds and determine if there was a street or area where a pilot program could be considered for a speed table or hump (The police department has identified Ruffner Street as a potential pilot project location and a new speed/volume study has been ordered). Based upon the City Commission's renewed interest in speed tables and/or speed humps, the City Manager could direct staff to have the topic of speed tables and/or speed humps specifically added as an agenda item for the MMTB for examination and consideration. Staff would then complete a staff report with the recommendations of the MMTB on the topic.



Multi-Modal Transportation Board Neighborhood Traffic Calming Program



FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

MKSK



BIRMINGHAM
A WALKABLE CITY

October 6, 2022

7B1

AGENDA TOPICS

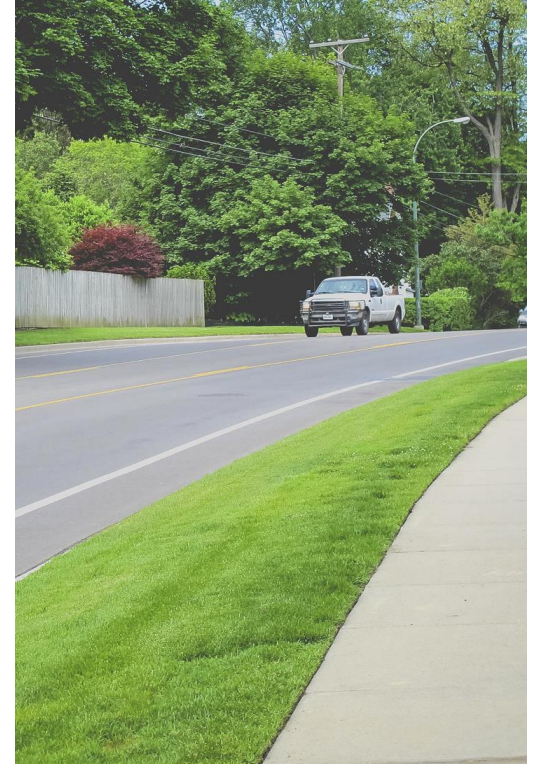


- Background
- Comparable Communities
- Traffic Calming Measures
- Draft Criteria
- Candidate Streets
- Next Steps

7B1

BACKGROUND

- City Commission
 - » Tasked MMTB with evaluating traffic calming criteria
 - » Sited neighborhood streets with high speeds, cut through traffic



7B1

COMPARABLE COMMUNITY PROGRAMS

Farmington Hills, MI

- Developed the Safe-te3 Program
- First Traffic Calming program in SE Michigan
- Focused on neighborhood traffic safety concerns.

Farmington Hills Safe-te3 Program Phases/Outline



Problem Identification/Informational Meeting

- Identifies problem and collects data
- Residents contacts City and City can host informational meeting
- Sub-groups will be formed to collect data



Education and Enforcement

- Education
 1. The Neighborhood Traffic Safety Campaign
 2. Use of the Speed Monitoring Awareness Radar Trailer
- Enforcement



Engineering

- Residential street must be functionally classified as a local roadway
- 85th percentile speeds of 35 mph or greater
- Topography
- Presence of existing traffic controls

Grand Rapids, MI

- Created a Traffic Plan using studies requested by residents.
- Used to develop the correct program, including speed humps.
- If Phase One tools do not resolve the issue, the City will begin Phase Two tools.

Grand Rapids Traffic Calming Program Process



Phase 1 Tools - Education and Enforcement

1. Neighborhood Awareness programs
2. Selective police patrols
3. Speed boards



Phase 2 Tools - Engineering

1. Signs and Pavement Markings
2. Vertical Deflections (Speed Humps and Speed Tables)
3. Horizontal Deflections (Traffic Circles and Chicanes)
4. Street Narrowings (Chokers/Bulb-outs and Center Island Narrowings)

Ann Arbor, MI

- Traffic Calming Program to help slow down traffic through physical changes (such as speed humps)
- Emphasizes resident initiation and participations through a 5-step process

Ann Arbor Traffic Calming Process Overview Diagram



Resident-Initiated Petition

- Define project limits and establish community buy-in early



Initial Questionnaire

- Collect feedback about existing conditions



Meeting #1 - Orientation/Workshop

- Advance understanding of program and options while gathering additional feedback



Meeting #2 - On-site/Walking

- Visualize draft plan on-site



Final Polling

- Determine project area response to proposed plan

TRAFFIC CALMING MEASURES

- Speeds are usually influenced by the width of the street, its design, on-street parking, and the context (street trees, setbacks, sight distance)
- Stop signs - don't usually work
- Reduced street width - may or may not impact speeds
- Add bike lanes, parking, etc. to reduce the width for driving
- Chicanes
- Pedestrian crossings - midblock crossing and raised crossings
- Raised intersections
- Traffic calming islands
- Speed humps
- Speed warning and other signs



RAISED INTERSECTIONS & PEDESTRIAN CROSSINGS

Raised Intersections

- ADA-compliant and detector strips required
- Reinforce slow speeds
- Bollards along corners keep motorists from crossing into pedestrian zones

Raised pedestrian crossings

- Where an unsignalized crossing exists at a transit stop, enhanced crossing treatments or actuated signals should be added



SPEED HUMPS

Purpose

- Slows traffic
- Distinct from speed “bumps”
- Commonly implemented mid-block
- Commonly implemented on local streets

Implementation Factors to Consider

- Distance between driveways
- Snow plowing
- Appropriate MUTCD markings and signage

ITE Speed Hump Effectiveness Study

- Study of 26 sites
- Pre-installation: 14% were >10mph over speed limit
- Post-installation: down to 1%
- 85th Percentile speeds expected to drop
- Volumes may drop if alternate routes

7B1



SPEED TABLES VS. SPEED HUMPS - TYPICALS

Speed table:

- 22' long, 3"-3.5" height for streets
- For streets posted for 25-40 MPH
- Can be used on collector streets and/or transit emergency response routes
- Can be designed as midblock crossings (raised crosswalks) or in conjunction with curb extensions (bump outs)
- Can be as shown, or more decorative (brick pavers, etc. = more expensive)

Speed hump:

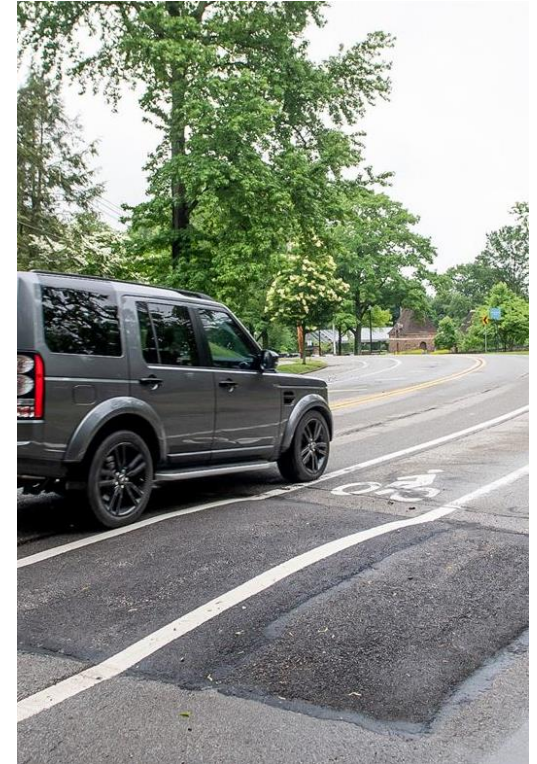
- 12-14' long, 3-3.5" height
- Space no more than 500 feet to achieve 25-30 MPH
- Can cause some noise



DRAFT CRITERIA

- **Baseline Criteria**
 - » Classified as a residential street.
 - » 50% of residents must petition for the installation AND agree to pay for the installation and maint. of devices
 - » The street must be paved.
 - » 15+ % of traffic is over the posted speed limit (speed study).

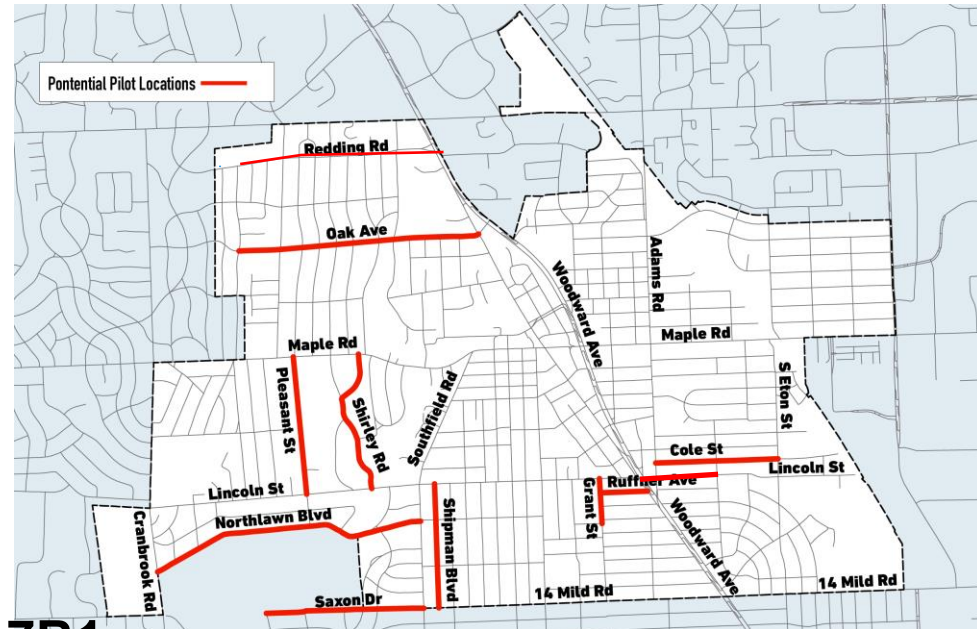
- **Speed Hump Criteria**
 - » Traffic volumes greater than 200, less than 1,200 vehicles per day.
 - » Not a fire or snow emergency route.
 - » Not along a major school bus or transit route.
 - » Room for speed humps 300 – 600 feet apart.
 - » Room for speed humps to avoid driveways.
 - » 100% written concurrence by owners within 200 feet of hump.



CANDIDATE STREETS

Locations with past complaints about speed and volumes:

1. **Northlawn Blvd**, Cranbrook to Southfield
2. **Shipman Blvd**, 14 Mile to Lincoln
3. **Redding Rd**, Glenhurst to Old Woodward
4. **Oak St**, Glenhurst to Old Woodward
5. **Grant St**, along the park
6. **Shirley Rd**, Lincoln to Maple
7. **Pleasant St**, Lincoln to Maple
8. **Cole St**, Adams to S Eton
9. **Saxon St**, west of Southfield
10. **Ruffner**, Woodward to Grant
11. **Lincoln**, Woodward to Torry



7B1

EXAMPLE – NORTHLAWN

- Residents have noted high speeds and cut-through traffic
- Bi-Pass route
- Requested an evaluation of traffic calming



7B1

EXAMPLE – NORTHLAWN

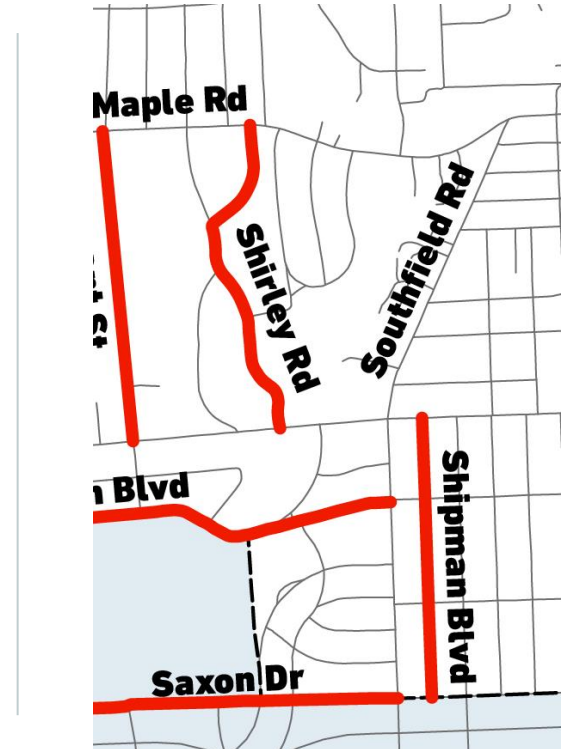
Baseline Criteria	Meet Criteria	Notes
Signed petition 50% + of residents on roadway want traffic calming devices installed AND agrees to pay for installation and maint. of devices		
Paved Road	✓	
Residential Street	✓	
85th% + 5 mph over Posted Speed	✓	31 mph
Recommendation: Perform Study to evaluate traffic calming		

EXAMPLE – NORTHLAWN

Speed Hump Criteria	Meets Criteria	Notes
Average Daily Traffic volumes between 200- 1,200 vehicles per day.		
Not a Fire or Snow Emergency Route		
Adequate distance to provide at least 2 speed humps at 300-600 ft separation		
Adequate space to avoid driveways		

EXAMPLE – SHIRLEY ROAD

- Residents have noted high speeds and cut-through traffic
- N/S route between Lincoln and Maple
- Requested an evaluation of traffic calming



7B1

EXAMPLE – SHIRLEY ROAD

Criteria	Meet Criteria	Notes
Signed petition 50% + of residents on roadway want traffic calming devices installed AND agrees to pay for installation and maint. of devices		
Paved Road	✓	
Residential Street	✓	
85th% + 5 mph over Posted Speed	✗	25 mph
Recommendation: 85th% speeds do not meet criteria, BPD to continue to monitor		

NEXT STEPS

1. **MMTB provide comments on the proposed program and participation by residents**
 - a. **Baseline Criteria Review**
 - b. **Traffic Calming Devices to be considered**
 - c. **Identify Pilot Projects: Northlawn, Others?**
2. Finalize Neighborhood Traffic Calming Program and provide a recommendation to City Commission



B r P D r

04292022
 Northlawn
 Fairway/Cranbrook

Averaged Totals

Northlawn
 Fairway/Cranbrook

Combined																											Total			
<= 10	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	> 66	Total
to 12	to 14	to 16	to 18	to 20	to 22	to 24	to 26	to 28	to 30	to 32	to 34	to 36	to 38	to 40	to 42	to 44	to 46	to 48	to 50	to 52	to 54	to 56	to 58	to 60	to 62	to 64	to 66			
23	33	37	53	67	84	167	283	409	561	509	410	245	126	59	31	5	4	1	0	0	0	0	0	0	0	0	0	0	0	03,107

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Northlawn
Fairway/Cranbrook

Combined Lanes 9/6/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
23 - 33	449	74.09241%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	16.9	19.9	21.9	22.9	23.9	24.9	25.9	25.9	26.9	26.9	27.9	27.9	28.9	28.9	29.9	30.9	30.9	31.9	33.9	38.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	606
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	26.7
Median (50th %):	26.9
Mode:	27.0

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Northlawn
Fairway/Cranbrook

Combined Lanes 9/7/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
24 - 33	741	69.57746%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	17.9	20.9	22.9	23.9	24.9	25.9	26.9	26.9	27.9	27.9	28.9	29.9	29.9	30.9	31.9	31.9	32.9	34.9	35.9	42.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	1,065
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	28.1
Median (50th %):	27.9
Mode:	27.0

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Northlawn
Fairway/Cranbrook

Combined Lanes 9/8/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
24 - 33	821	69.93185%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	15.9	19.9	21.9	22.9	23.9	24.9	25.9	26.9	26.9	27.9	27.9	28.9	29.9	29.9	30.9	30.9	31.9	32.9	34.9	43.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	1,174
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	27.2
Median (50th %):	27.9
Mode:	27.0

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Northlawn
Fairway/Cranbrook

Combined Lanes 9/6/2022 to 9/9/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
24 - 33	2,185	70.34772%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	16.9	20.9	22.9	23.9	24.9	24.9	25.9	26.9	26.9	27.9	27.9	28.9	29.9	29.9	30.9	31.9	32.9	33.9	34.9	44.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,107
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	27.4
Median (50th %):	27.9
Mode:	27.0

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Daily Totals

Northlawn
Fairway/Cranbrook

Combined	<= 10	>10 to 12	>12 to 14	>14 to 16	>16 to 18	>18 to 20	>20 to 22	>22 to 24	>24 to 26	>26 to 28	>28 to 30	>30 to 32	>32 to 34	>34 to 36	>36 to 38	>38 to 40	>40 to 42	>42 to 44	>44 to 46	>46 to 48	>48 to 50	>50 to 52	>52 to 54	>54 to 56	>56 to 58	>58 to 60	>60 to 62	>62 to 64	>64 to 66	Total
Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Monday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tuesday	3	2	4	17	19	17	39	65	85	129	94	76	36	13	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	606
Wednesday	9	15	5	11	18	28	49	91	129	180	175	156	88	61	32	14	2	2	0	0	0	0	0	0	0	0	0	0	0	01,065
Thursday	10	16	20	18	28	33	66	110	161	201	197	147	95	37	20	11	2	2	0	0	0	0	0	0	0	0	0	0	0	01,174
Friday	1	0	8	7	2	6	13	17	34	51	43	31	26	15	4	2	1	0	1	0	0	0	0	0	0	0	0	0	0	262
Saturday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	23	33	37	53	67	84	167	283	409	561	509	410	245	126	59	31	5	4	1	0	0	0	0	0	0	0	0	0	03,107	

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Daily Totals

Northlawn
Fairway/Cranbrook

Combined	<= 10	>10 to 12	>12 to 14	>14 to 16	>16 to 18	>18 to 20	>20 to 22	>22 to 24	>24 to 26	>26 to 28	>28 to 30	>30 to 32	>32 to 34	>34 to 36	>36 to 38	>38 to 40	>40 to 42	>42 to 44	>44 to 46	>46 to 48	>48 to 50	>50 to 52	>52 to 54	>54 to 56	>56 to 58	>58 to 60	>60 to 62	>62 to 64	>64 to 66	Total
9/6/2022	3	2	4	17	19	17	39	65	85	129	94	76	36	13	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	606
9/7/2022	9	15	5	11	18	28	49	91	129	180	175	156	88	61	32	14	2	2	0	0	0	0	0	0	0	0	0	0	0	01,065
9/8/2022	10	16	20	18	28	33	66	110	161	201	197	147	95	37	20	11	2	2	0	0	0	0	0	0	0	0	0	0	0	01,174
9/9/2022	1	0	8	7	2	6	13	17	34	51	43	31	26	15	4	2	1	0	1	0	0	0	0	0	0	0	0	0	0	262
Total	23	33	37	53	67	84	167	283	409	561	509	410	245	126	59	31	5	4	1	0	0	0	0	0	0	0	0	0	03,107	

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Sunday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

B r P D r

04292022
Northlawn
Fairway/Cranbrook

	Averaged Hourly Totals																								Northlawn Fairway/Cranbrook			
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Monday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total	
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to			
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Br P D r

04292022
Northlawn
Fairway/Cranbrook

	Averaged Hourly Totals																							Northlawn Fairway/Cranbrook					
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Tuesday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	2	0	0	0	0	0	2	2	2	6	4	5	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
1:00 PM	0	0	0	5	2	1	6	6	8	12	6	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
2:00 PM	0	0	2	1	4	1	8	12	10	14	15	11	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	84
3:00 PM	1	0	0	6	5	2	7	21	24	23	21	8	7	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	127

B r P D r

04292022
Northlawn
Fairway/Cranbrook

	Averaged Hourly Totals																									Northlawn Fairway/Cranbrook		
4:00 PM	0	0	0	0	0	2	2	4	12	17	14	12	7	1	0	0	0	0	0	0	0	0	0	0	0	0	0	71
5:00 PM	0	0	1	1	3	4	2	2	6	19	16	12	6	5	0	1	0	0	0	0	0	0	0	0	0	0	0	78
6:00 PM	0	2	1	3	0	1	2	5	7	16	8	15	4	2	1	1	0	0	0	0	0	0	0	0	0	0	68	
7:00 PM	0	0	0	1	0	2	3	8	8	12	5	7	3	2	0	0	0	0	0	0	0	0	0	0	0	0	51	
8:00 PM	0	0	0	0	1	3	2	2	7	8	2	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	30	
9:00 PM	0	0	0	0	4	1	5	3	1	2	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	3	2	4	17	19	17	39	65	85	129	94	76	36	13	3	4	0	0	0	0	0	0	0	0	0	0	606	

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Wednesday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
12:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	1	0	0	0	0	0	0	0	0	0	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
6:00 AM	0	0	0	1	0	3	0	1	0	3	3	1	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
7:00 AM	1	2	0	1	2	1	1	9	10	12	10	15	8	9	6	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	94
8:00 AM	0	1	0	2	1	1	2	5	6	7	14	16	14	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	79
9:00 AM	2	1	0	1	0	2	4	3	5	10	6	7	5	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
10:00 AM	0	0	0	1	1	4	2	1	6	11	11	8	6	1	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	58
11:00 AM	0	4	0	0	3	1	2	4	8	9	12	10	6	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63
12:00 PM	0	0	0	1	1	2	5	1	9	17	11	7	9	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	70
1:00 PM	0	2	0	1	0	3	5	6	5	5	12	8	2	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54
2:00 PM	1	0	0	0	3	1	4	17	14	16	13	9	5	6	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94
3:00 PM	0	0	0	1	2	1	2	9	8	14	19	21	9	7	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	96

B r P D r

04292022
Northlawn
Fairway/Cranbrook

		Averaged Hourly Totals																										Northlawn Fairway/Cranbrook			
4:00 PM	1	0	0	0	0	2	3	9	15	21	20	9	12	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
5:00 PM	0	1	0	0	1	3	9	9	13	24	16	12	3	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	97	
6:00 PM	2	2	2	1	3	3	4	8	10	10	11	13	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	72		
7:00 PM	1	1	2	1	0	0	2	2	9	11	6	9	2	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	49		
8:00 PM	0	0	1	0	0	1	4	6	11	5	6	5	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	43		
9:00 PM	0	1	0	0	1	0	0	0	0	2	3	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10		
10:00 PM	0	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
11:00 PM	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4		
Total	9	15	5	11	18	28	49	91	129	180	175	156	88	61	32	14	2	2	0	0	0	0	0	0	0	0	0	0	01,065		

Br P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Thursday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
6:00 AM	0	0	1	0	0	1	1	0	5	2	0	2	1	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
7:00 AM	1	2	0	3	2	1	4	7	14	12	13	17	5	4	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	90
8:00 AM	1	0	3	0	3	3	6	14	28	25	25	24	12	5	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	152
9:00 AM	0	0	1	1	2	4	7	7	7	11	10	10	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66
10:00 AM	1	3	2	2	2	2	10	11	11	5	6	1	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60
11:00 AM	0	3	2	1	1	4	3	13	7	28	12	3	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80
12:00 PM	2	1	2	0	2	2	3	5	4	10	11	7	7	3	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	63
1:00 PM	2	2	2	0	3	1	5	10	6	13	6	7	7	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	69
2:00 PM	0	1	0	1	3	4	4	6	11	15	27	14	12	6	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	105
3:00 PM	0	0	5	3	1	3	8	8	22	14	15	14	14	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111

Br P D r

04292022
Northlawn
Fairway/Cranbrook

	Averaged Hourly Totals																										Northlawn Fairway/Cranbrook	
4:00 PM	0	0	0	0	1	1	3	3	8	14	21	11	8	4	1	3	0	0	0	0	0	0	0	0	0	0	0	78
5:00 PM	0	0	1	4	1	6	7	10	12	12	15	13	8	3	2	0	0	1	0	0	0	0	0	0	0	0	95	
6:00 PM	1	1	1	1	2	0	0	6	9	12	11	6	7	1	1	0	0	0	0	0	0	0	0	0	0	0	59	
7:00 PM	1	3	0	1	2	1	1	4	7	13	12	10	6	0	1	0	0	0	0	0	0	0	0	0	0	0	62	
8:00 PM	0	0	0	0	1	0	2	4	3	6	8	6	1	1	2	0	0	0	0	0	0	0	0	0	0	0	34	
9:00 PM	0	0	0	1	2	0	2	1	7	6	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	
10:00 PM	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	10	16	20	18	28	33	66	110	161	201	197	147	95	37	20	11	2	2	0	0	0	0	0	0	0	0	01,174	

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Friday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
6:00 AM	0	0	0	1	0	0	2	5	2	2	4	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
7:00 AM	0	0	3	2	0	2	4	4	18	22	18	15	7	6	4	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	108
8:00 AM	0	0	0	0	2	0	2	3	7	14	12	12	13	4	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	70
9:00 AM	1	0	4	2	0	4	4	2	5	7	8	3	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46
10:00 AM	0	0	1	2	0	0	0	2	2	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

B r P D r

04292022
 Northlawn
 Fairway/Cranbrook

	Averaged Hourly Totals																						Northlawn Fairway/Cranbrook					
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	8	7	2	6	13	17	34	51	43	31	26	15	4	2	1	0	1	0	0	0	0	0	0	0	0	262

B r P D r

04292022
Northlawn
Fairway/Cranbrook

Averaged Hourly Totals

Northlawn
Fairway/Cranbrook

Combined - Saturday

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total	
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to			
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

B r P D r

04292022
Northlawn
Fairway/Cranbrook

	Averaged Hourly Totals																								Northlawn Fairway/Cranbrook								
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



MEMORANDUM

(Police Department)

DATE: September 27, 2022
TO: Thomas M. Markus, City Manager
FROM: Ryan Kearney, Police Lieutenant
SUBJECT: Shirley Rd Speed/Volume Survey

INTRODUCTION:

On August 29, 2022, the City Commission discussed the topic of speeding vehicles on residential streets within the city. Subsequently, the Commission requested the Multi-Modal Transportation Board to add speed humps/tables as an agenda item for their next meeting in October. The Commission asked the MMTB to identify a test site or two that could be utilized for a pilot project to install speed humps or tables.

BACKGROUND:

Shirley Rd was one location mentioned at the Commission meeting as a source of cut-through traffic and having a speeding problem. As a result, a speed and volume survey was conducted on Shirley Rd between W Lincoln and Brandon from 9/20/22 – 9/26/22. The data was reported as a whole and broken down by specific dates. The best practice for traffic analysis is the middle of the week (Wednesday – Thursday).

LEGAL REVIEW:

N/A

FISCAL IMPACT:

The police department owns and operates covert traffic data collectors. There was no fiscal impact to conducting this survey.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

The survey resulted in a traffic volume of 6,178 vehicles traveling Shirley Rd between Tuesday, 9/20/22, and Monday, 9/26/22. The 85th percentile speed on each day was either 24.9 mph or 25.9 mph. The average speed varied from 20.9 to 22.9. Only one vehicle reached 40 mph during the entire test period.

ATTACHMENTS:

The following graphs and charts are attached:

- Speed data analysis set for a 5 mph tolerance from 9/20/22 – 9/26/22
- Speed data analysis set for a 5 mph tolerance from Wed, 9/21/22 – Thurs, 9/22/22
- Percentile speeds
- One Line Summary of averaged totals
- Volume graph sorted by speed (Combined lanes, Unknown 1=Southbound, Unknown 2=Northbound)
- Daily totals by speed and volume
- Averaged Daily totals by speed and volume

SUGGESTED COMMISSION ACTION:

The purpose of this data is informational.

SPEED DATA ANALYSIS

Location



Shirley
(Brandon/W Lincoln)
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period



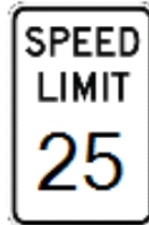
Start End
9/20/2022 9/26/2022
2:26 PM 9:34 AM

Vehicles Analyzed



6,178

Speed Limit



25

Total Enforceable Violations



52

Average Speed



21

85th Percentile Speed



25

% Enforceable Violations



1%

Fastest Speed



40

Enforcement Rating

LOW

SPEED DATA ANALYSIS

Location



Shirley
(Brandon/W Lincoln)
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period



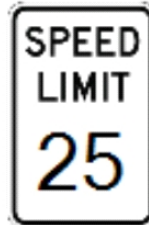
Start End
9/21/2022 9/23/2022
12:00 AM 12:00 AM

Vehicles Analyzed



2,496

Speed Limit



25

Total Enforceable Violations



13

Average Speed



21

85th Percentile Speed



25

% Enforceable Violations



1%

Fastest Speed



40

Enforcement Rating

LOW

B r P D r

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

Averaged Totals

Combined																														
<= 10	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	> 66 Total	
to 12 to 14 to 16 to 18 to 20 to 22 to 24 to 26 to 28 to 30 to 32 to 34 to 36 to 38 to 40 to 42 to 44 to 46 to 48 to 50 to 52 to 54 to 56 to 58 to 60 to 62 to 64 to 66																														
37	130	215	357	618	1020	1209	1217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/20/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	419	81.20155%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	14.9	15.9	17.9	18.9	18.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	22.9	23.9	23.9	24.9	25.9	25.9	27.9	32.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 516

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 21.8

Median (50th %): 21.9

Mode: 23.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/21/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	983	78.38915%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	13.9	15.9	16.9	17.9	18.9	18.9	19.9	20.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	24.9	24.9	25.9	26.9	39.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 1,254

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 21.2

Median (50th %): 20.9

Mode: 22.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/22/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
16 - 26	940	75.68438%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	12.9	14.9	15.9	16.9	17.9	18.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	23.9	23.9	24.9	25.9	26.9	37.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 1,242

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 20.5

Median (50th %): 20.9

Mode: 20.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/23/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	1,017	77.87136%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	12.9	14.9	16.9	17.9	18.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	24.9	24.9	25.9	26.9	34.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 1,306

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 21.0

Median (50th %): 20.9

Mode: 23.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/24/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
18 - 26	705	81.12773%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	15.9	17.9	17.9	18.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	22.9	23.9	23.9	24.9	25.9	25.9	26.9	28.9	38.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 869

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 22.4

Median (50th %): 22.9

Mode: 23.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/25/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	633	82.74509%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	15.9	16.9	17.9	18.9	19.9	20.9	20.9	21.9	21.9	21.9	22.9	22.9	23.9	23.9	24.9	24.9	25.9	26.9	27.9	34.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 765

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 22.2

Median (50th %): 21.9

Mode: 23.0

Brandon

9/20/22 - 9/26/22

Tues - Mon

Location 1: Shirley

Location 2: (Brandon/W Lincoln)

Combined Lanes 9/20/2022 to 9/26/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
17 - 26	4,868	78.77023%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	13.9	15.9	16.9	17.9	18.9	19.9	19.9	20.9	20.9	21.9	21.9	22.9	22.9	23.9	23.9	24.9	24.9	25.9	27.9	39.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume 6,180

Total Greater Than 50.0 0

Percent Greater Than 50.0 0.0%

Mean, Median, and Mode Averages

Mean: 21.4

Median (50th %): 21.9

Mode: 23.0

B r P D r

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

Averaged Daily Totals

Combined	<= 10	>10 to 12	>12 to 14	>14 to 16	>16 to 18	>18 to 20	>20 to 22	>22 to 24	>24 to 26	>26 to 28	>28 to 30	>30 to 32	>32 to 34	>34 to 36	>36 to 38	>38 to 40	>40 to 42	>42 to 44	>44 to 46	>46 to 48	>48 to 50	>50 to 52	>52 to 54	>54 to 56	>56 to 58	>58 to 60	>60 to 62	>62 to 64	>64 to 66	Total	
Sunday	4	3	19	24	66	109	158	179	121	56	17	8	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	765
Monday	0	3	3	10	23	25	46	57	37	16	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228
Tuesday	3	7	14	28	37	84	109	108	81	29	11	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	516
Wednesday	8	25	45	78	136	209	267	231	140	85	21	7	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,254
Thursday	12	50	57	107	137	226	237	207	130	53	22	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,242
Friday	9	36	54	80	146	248	224	241	158	78	21	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,306
Saturday	1	6	23	30	73	119	168	194	137	70	36	8	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	869
Total	37	130	215	357	618	1,020	1,209	1,217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180	

B r P D r

9/20/22 - 9/26/22

Tues - Mon

Location 1:

Shirley

Location 2:

(Brandon/W Lincoln)

Daily Totals

Combined

	<=	>10	>12	>14	>16	>18	>20	>22	>24	>26	>28	>30	>32	>34	>36	>38	>40	>42	>44	>46	>48	>50	>52	>54	>56	>58	>60	>62	>64	>66	Total	
	10 to	12 to	14 to	16 to	18 to	20 to	22 to	24 to	26 to	28 to	30 to	32 to	34 to	36 to	38 to	40 to	42 to	44 to	46 to	48 to	50 to	52 to	54 to	56 to	58 to	60 to	62 to	64 to	66 to			
9/20/2022	3	7	14	28	37	84	109	108	81	29	11	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	516	
9/21/2022	8	25	45	78	136	209	267	231	140	85	21	7	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,254
9/22/2022	12	50	57	107	137	226	237	207	130	53	22	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,242
9/23/2022	9	36	54	80	146	248	224	241	158	78	21	10	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	01,306
9/24/2022	1	6	23	30	73	119	168	194	137	70	36	8	3	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	869
9/25/2022	4	3	19	24	66	109	158	179	121	56	17	8	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	765
9/26/2022	0	3	3	10	23	25	46	57	37	16	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228
Total	37	130	215	357	618	1,020	1,209	1,217	804	387	134	40	7	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	06,180	

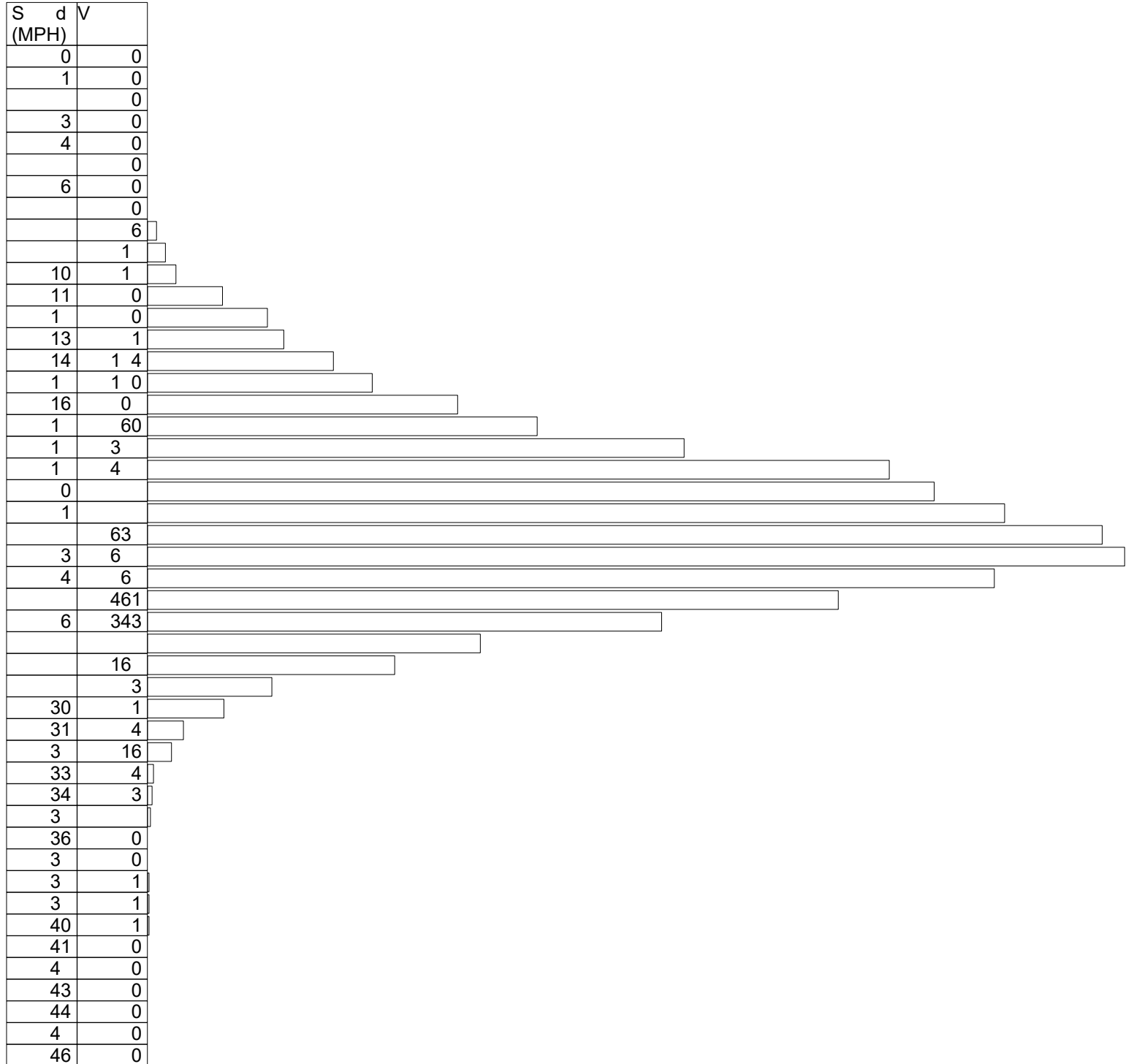
Br P D r

9/20/22 -
 9/26/22
 Tues - Mon
 Shirley
 (Brandon/W
 Lincoln)

Location 1:
 Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Combined



Brandon

9/20/22 -
 9/26/22
 Tues - Mon
 Shirley
 (Brandon/W
 Lincoln)

Location 1:
 Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Unknown, 1

S	d	V
	0	0
	1	0
		0
	3	0
	4	0
		0
	6	0
		0
	4	
	10	
	11	13
	1	1
	13	43
	14	
	1	
	16	
	1	13
	1	16
	1	36
	0	
	1	313
		346
	3	3 3
	4	3
	6	34
		14
		113
		6
	30	3
	31	1
	3	11
	33	4
	34	
	3	1
	36	0
	3	0
	3	0
	3	0
	40	0
	41	0
	4	0
	43	0
	44	0
	4	0
	46	0

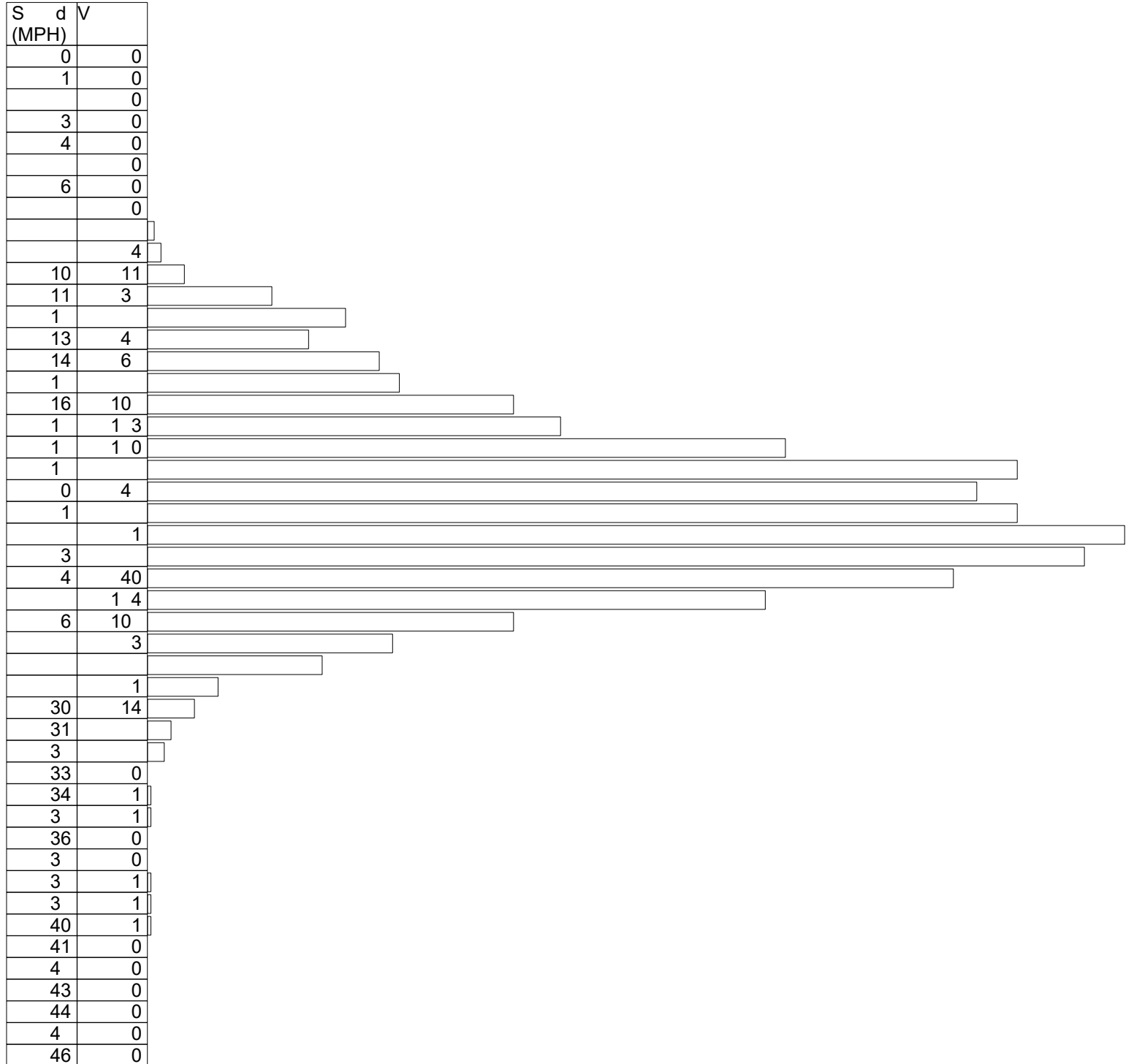
Br P D r

9/20/22 -
 9/26/22
 Tues - Mon
 Shirley
 (Brandon/W
 Lincoln)

Location 1:
 Location 2:

Volume Sorted by Speed for 9/20/2022 to 9/26/2022

Unknown, 2



City Of Birmingham Multi-Modal Transportation Board
Thursday, October 4, 2022

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, October 4, 2022. Vice-Chair Tom Peard convened the meeting at 6:00 p.m.

A. Rollcall

Present: Board Members David Hocker, Anthony Long, Tom Peard, Joe Zane; Alternate Board Member Mark Doolittle

Absent: Chair Doug White; Board Member Victoria Policicchio; Alternate Board Member Amanda Fishburn; Student Representatives Isabela Betanzos, Ben Rosenfield

Staff: Senior Planner Cowan, Operations Commander Grewe, Lieutenant Kierney, Assistant City Engineer Zielinski

F&V: Julie Kroll

MKSK: Brad Strader

B. Approval of MMTB Minutes of September 1, 2022

Motion by Mr. Hocker

Seconded by Mr. Long to approve the MMTB Minutes of September 1, 2022 as submitted.

Motion carried, 5-0.

VOICE VOTE

Yeas: Long, Hocker, Peard, Doolittle, Zane

Nays: None

C. Introductions & Chair Comments

D. Review of the Agenda

E. New Business

F. Unfinished Business

1. E. Brown Street, S. Old Woodward to Woodward Ave

SP Cowan introduced the item.

Staff and consultants answered informational questions from the Board.

Mr. Hocker said that, given the complications of the intersection, he was not in favor of adding parking to E. Brown.

Mr. Long noted that once the few proposed spaces for E. Brown are filled up, vehicles would likely either conduct illegal maneuvers to try and access them and/or would continue to park illegally on Peabody.

Mr. Zane said that if the proposed spots on E. Brown were limited to five minutes, the quick turnover would likely prevent double-parking or vehicles stopped in the road.

Mr. Doolittle concurred with Messrs. Hocker and Long.

Mr. Long spoke in favor of the right-in only access from Alternate A, saying that the other option results in slowed traffic entering Jax's off of Woodward, which could be more dangerous.

Motion by Mr. Doolittle

Seconded by Mr. Long to Alternative A of the proposed Brown Street design to the City Commission for the purpose of enhancing the safety and flow of pedestrian and vehicular traffic along Brown Street and Woodward Avenue.

Motion carried, 3-2.

ROLL CALL VOTE

Yeas: Long, Hocker, Doolittle

Nays: Peard, Zane

2. Pierce Street Considerations

SP Cowan introduced the item. Mr. Strader and ACE Zielinski presented the item.

Staff and consultants answered informational questions from the Board.

Mr. Zane said that if these options were to be explored further, he would first like to hear from the neighborhood and school community whether a bike lane would be used. He noted that sharrows were not required for cyclists to be able to share the road with vehicles.

Mr. Long concurred, and added that it would be worth knowing whether much conflict between pedestrians in the area and children riding their bikes on the sidewalk. He said that without that sort of conflict, there would be no reason to add a bike lane that would result in children being closer to traffic.

Mr. Doolittle said he lived in the area and rarely sees cyclists of any ages on Pierce.

Mr. Strader explained the options considered for the area and stated that the consensus among the consultants and Staff was that the options would be disruptive with little value added.

ACE Zielinski concurred.

Mr. Long said that in light of Staff's recommendation, he would be comfortable leaving the area as-is.

The Board concurred.

3. Neighborhood Traffic Calming Program

SP Cowan introduced the item. Mr. Strader, Ms. Kroll, and SP Cowan presented the item.

Staff and consultants answered informational questions from the Board.

Mr. Long said 100% written concurrence by owners within 200 feet of a speed hump would likely be too limiting a criterion, given the other criteria that need to be considered.

Mr. Strader and Ms. Kroll suggested that a better criterion could be that a majority of the street is in support of a speed hump, and that the City determines where it needs to be placed.

Mr. Zane observed that a different municipality that requires 100% written concurrence by owners within 200 feet of a speed hump likely would have an easier time obtaining approval because the homes are spaced further apart, so fewer homeowners would need to approve. In Birmingham, a higher number of homeowners would need to approve if the same criterion were applied.

OC Grewe noted that the City's residential parking petitions currently require 75% agreement among residents of a street.

The Board concurred that 75% was a reasonable standard for the second baseline criterion, instead of 50%.

Mr. Strader recommended that '100% written concurrence by owners within 200 feet of hump' be replaced with a criterion that 75% of residents agree that a speed hump would be selected based on whatever would be most effective for the street.

Mr. Doolittle noted that homeowners with a bump in front of their home would be disproportionately affected. He said that needed to be considered. He noted that would be one reason to require that more than a simple majority of the residents on the street agree.

In reply to Mr. Long, ACE Zielinski said it was difficult to install speed humps on unimproved roads since they lack a sufficient base. He said speed humps would be much more likely to be ripped out and to become a hazard on unimproved roads.

Messrs. Long and Peard noted that speeds on unimproved roads were also likely limited by poorer road conditions relative to improved roads.

Mr. Strader asked the Board and Staff to consider other candidate corridors for speed humps for next meeting's discussion.

The Board noted that Farmington Hills begins to consider speed humps when the 85th percentile speeds are over 35 mph.

SP Cowan asked the Board to consider whether they wanted the threshold for considering speed humps to be 85th percentile speeds over 35 mph, over 30 mph, or another figure.

In reply to Mr. Peard, Ms. Kroll said success would be indicated if the the 85th percentile speeds were at or below the speed limit.

In reply to Mr. Doolittle, Ms. Kroll and Mr. Strader explained that they would recommend lower-volume streets with higher speeds first because 1. Speed humps create noise, so too much volume could create more noise; 2. Lower volumes are more reasonable for speed humps; 3. Adding speed humps to higher-volume streets can divert traffic and increase the volume on other roads; and, 4. If success is seen on the lower-volume streets, then speed humps could be considered on streets with more moderate volume.

In reply to Mr. Hocker, Mr. Strader and Ms. Kroll clarified that the baseline criteria would indicate a need for traffic calming, but would not necessarily indicate that speed humps would be the appropriate mechanism.

Ms. Kroll noted that the speed hump criteria would determine whether they were the appropriate mechanism in a given case.

4. Scooter Policy

SP Cowan introduced the item. OC Grewe presented the item.

Staff and consultants answered informational questions from the Board.

OC Grewe noted that most of the riders on sidewalks in the downtown area tend to be younger residents.

In reply, Mr. Zane suggested that the City could better publicize the current scooter policy by going to the Birmingham schools. He said that enforcement would be less of an issue if working with a fleet of rental scooters since they offer more precise enforcement mechanisms.

G. Meeting Open to the Public for Items not on the Agenda

Wendy Dewindt, Randy Davis, Laura Stevenson, and two additional Fairway residents spoke in favor of sidewalks on Fairway.

Darin McBride, resident of Fairway, spoke against sidewalks on Fairway.

Renee Suchara said that while she was not in favor of sidewalks on Fairway, she would accept Fairway being designated as a third-tier priority for sidewalk installation instead of a first-tier priority.

Janelle Whipple-Boyce recommended that the City hold a study session regarding the City's sidewalk implementation policy along a question and answer period. She noted that the City could likely reduce resident confusion by addressing residents' questions and supporting those answers

with data. She spoke in favor of the City's sidewalk implementation policy in general.

Mark Nickita said the speed study did not indicate a need for speed humps in the neighborhoods. He said he was not in favor of Birmingham joining a scooter rental program, that bicycles and scooters on sidewalks pose a significant safety issue, and recommended some ideas for enforcement. He spoke in favor of the City's sidewalk implementation policy in general.

Tony Merolla spoke in support of installing sidewalks in the City in general, and called for the process of installing sidewalks to be expedited.

Mr. Zane noted that the Board recommended that stretches of road without sidewalks be prioritized for sidewalk installation. He explained that was how Fairway became one of the streets with the highest priority for sidewalk installation.

Mr. Long noted that Fairway was only designated a high priority for sidewalk installation because the majority of the road currently lacks sidewalks. He noted that there are a number of other streets in Birmingham ranked at the same priority level in terms of sidewalk installation for the same reason.

H. Miscellaneous Communications

1. Letters from residents regarding sidewalk gap priorities

Mr. Long and Zane recommended adding a study session to a future agenda to review the criteria used to rank streets in terms of sidewalk implementation priority and to explain how those recommendations interact with the City's capital improvement plan.

In reply to Mr. Peard, SP Cowan said the study session could be publicized via the City's social media and online newsletter.

Mr. Hocker recommended the sidewalk priority map be updated to include a brief description of the priorities, noting that priority one is for roads with no sidewalks, and so on.

I. Adjournment

No further business being evident, the Board adjourned at 8:33 p.m.

Brooks Cowan, Senior Planner



Laura Eichenhorn, City Transcriptionist

APPROVED

AGENDA
REGULAR MEETING OF THE BIRMINGHAM MULTI-MODAL TRANSPORTATION BOARD
THURSDAY NOVEMBER 3rd, 2022
151 MARTIN ST., CITY COMMISSION ROOM 205, BIRMINGHAM MI
*******6:00 pm*******

The City recommends members of the public wear a mask if they have been exposed to COVID-19 or have a respiratory illness. City staff, City Commission and all board and committee members must wear a mask if they have been exposed to COVID-19 or actively have a respiratory illness. The City continues to provide KN-95 respirators and triple layered masks for attendees.

- A. Roll Call
- B. Introductions & Chairpersons Comments
- C. Review of the Agenda
- D. Approval of Minutes, Meeting of October 6th, 2022
- E. Unfinished Business
 - 1. Multi-Modal Transportation Plan Sidewalk Priorities**
 - 2. Neighborhood Traffic Calming Program – Speed Humps**
 - 3. S. Eton, Villa to 14 Mile**
- F. New Business
 - 1. Brown & Southfield Intersection**
- G. Meeting Open to the Public for items not on the Agenda
- H. Miscellaneous Communications
 - 1. SMART Bus Millage**
 - 2. Letters from residents regarding sidewalk gap priorities**
- I. Next Meeting – December 1st, 2022
- J. Adjournment

Please note that board meetings will be conducted in person once again. Members of the public can attend in person at Birmingham City Hall or may attend virtually at <https://us06web.zoom.us/j/88295194746> or dial: **929 205 6099 US Toll-free**

Meeting ID: 824 7795 4435



MEMORANDUM

Police Department

DATE: October 28th, 2022

TO: Multi-Modal Transportation Board

FROM: Brooks Cowan, City Planning
Ryan Kearney, Police Lieutenant
Scott Zielinski, Engineering Department
With assistance from:
Brad Strader, MKSK
Julie Kroll, Fleis & Vandenbrink

SUBJECT: Neighborhood Traffic Calming Program

INTRODUCTION:

On August 15th, 2022, several City Commissioners proposed the issue of installing speed humps in the City during Commissioner comments. Police Chief Clemence completed a staff report apprising the City Commission of what the Multi-Modal Traffic Board (MMTB) had previously done regarding the topic.

BACKGROUND:

On August 29, 2022, the City Commission reviewed a staff report by the Police Chief. The Commission requested that the topic of speed humps and speed tables be an agenda item for the MMTB in October of 2022. The City Commission would like the MMTB to identify streets that could be utilized for a pilot project to install a speed hump or table. Once identified, city staff, the city's contracted traffic engineers and the MMTB shall formulate a plan of study to set up a pilot program for installing a speed hump or table. This plan would include all associated costs of the project, the description of the project and how the success or failure of the pilot project would be determined. The Memo from Police Chief Clemence to the City Commission is attached for the MMTB to review.

On October 3rd, 2022, the MMTB reviewed draft language for traffic calming measures and speed humps that was put together by the City's traffic consultants in conjunction with City staff. The first round of "Draft Criteria" on October 3rd, 2022 from MKSK and F&V proposed requirements for traffic calming measures as such:

- **Baseline Criteria**
 - Classified as a residential street.
 - 50% of residents must petition for the installation AND agree to pay for the installation and maint. of devices
 - The street must be paved.
 - 15+ % of traffic is over the posted speed limit (speed study).

- **Speed Hump Criteria**
 - Traffic volumes greater than 200, less than 1,200 vehicles per day.
 - Not a fire or snow emergency route.
 - Not along a major school bus or transit route.
 - Room for speed humps 300 – 600 feet apart.
 - Room for speed humps to avoid driveways.
 - 100% written concurrence by owners within 200 feet of hump.

The Police Department and City staff identified 12 residential streets as sources of recent and frequent speeding complaints and provided data related to speed limits, traffic counts, and 85th percentile speeds recorded. The data provided concluded that the 85th percentile of speeds on streets receiving speed complaints ranged between 0.1 under to 7.9 mph over the speed limit of 25 mph. Only three streets, Saxon Drive, Northlawn Drive, and Pleasant Street were found to have an 85th percentile speed above 30 mph, 5 mph over the speed limit. The City of Birmingham only controls the northern portion of Saxon Drive, While the portions of Northlawn Drive and Pleasant Street recording higher speeds are considered unimproved.

F&V and MKSK discussed nearby City policies such as Farmington Hills, Rochester, and Ann Arbor who have traffic calming and speed hump policies. The traffic consultants indicated that it is more common to implement speed humps along streets where the 85th percentile of speeds is 10+ mph above the speed limit which is not the case for any recorded data in Birmingham.

It was clarified between the MMTB and staff that “paved” alluded to an improved street in the baseline criteria. The MMTB also discussed petitions and residential buy-in for speed humps. The Board felt that 50% was too low, and there was general consensus that 75% was a more ideal majority. In regards to speed hump criteria, it was discussed that the location should be up to the discretion of the Engineering Department vs. attempting to have 100% buy-in from adjacent neighbors on the exact location.

Updated DRAFT criteria for traffic calming measures addressing items discussed in October of 2022 is provided below. The criteria has been consolidated into one category vs. the prior baseline criteria followed by speed hump criteria.

Speed Hump Criteria:

- Classified as a residential street
- Street is defined by the City as “improved” so that it can support a speed hump/infrastructure
- 75% of residents on the subject block must petition for the installation (City Commission to decide on who pays, most cities expect the residents to pay)
- 15+% of traffic is over the posted speed limit (a speed study shows that the 85th percentile speed is 5+ mph over the speed limit)

- Not a fire or snow emergency route
- Not along a major school bus or transit route
- Speed humps need to be placed 300-600 feet apart, avoiding driveways and storm sewer drains
- Engineering Department to determine the placement

MKSK and F&V have provided a map of the candidate streets listed and indicated whether they are improved or unimproved streets. Of the table of candidate streets where the City receives speed complaints, Saxon Drive is the only road that is close to meeting professional engineering standards for speed hump installation as it is the only improved road with an 85th percentile speed that is 5 mph above the speed limit. The issue with Saxon Drive is that Beverley Hills owns the southern portion and the City of Birmingham would have to coordinate with them on the installation for both sides of the street.

SUGGESTED ACTION:

The Multi-Modal Transportation Board may wish to consider the proposed speed hump policy for the City of Birmingham and what to recommend to City Commission for both a pilot program and an installation policy. It is the observation of City staff that most streets in Birmingham do not meet professional engineering criteria for the temporary or permanent installation of speed humps. The Multi-Modal Transportation Board may wish to recommend to City Commission that the City consider alternative traffic calming mitigations to reduce speeds in areas where speed limits are commonly exceeded.

Birmingham Speed Hump Pilot Program **Revised 10/28/22

Street	Speed Limit	85th Percentile	Avg Speed	>30 mph	Volume
Cole (Eton/Torry, 2022)	25	26.9	21.9	14	636
Grant (Chapin/Bennville, 2022)	25	29.9	24.9	434	3,508
Northlawn (Golfview/Pleasant, 2022)	25	32.9	27.9	669	2,239
Oak (Lakeside/Lakepark, 2022)	25	28.9	24.9	580	10,548
Oakland (Poppleton/Rosedale, 2022)	25	24.9	19.9	10	1,377
Ruffner (Grant/Woodward, 2022)	25	26.9	22.9	102	1,992
Saxon (Latham/Southfield, 2022)	25	33.9	29.9	1,984	4,889
Shipman (Northlawn/Southlawn, 2022)	25	27.9	22.9	37	580
Redding (Lakeside/Lakepark, 2021)	25	28.5	23.5	Unavailable	2,029
E. Lincoln (Woodward/Torry, 2022)	25	29.9	26.9	1,184	9,997
Shirley (Brandon/Lincoln, 2022)	25	24.9	20.9	13	2,496
Pleasant (Maple/Lincoln, 2021)	25	30.9	26.9	Unavailable	2,862

Source: Birmingham Police Department traffic counts; speed & volume / 48-hour period (Wednesday – Thursday)



**Multi-Modal
Transportation Board
Neighborhood Traffic
Calming Program**


FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

MKSK


BIRMINGHAM
A WALKABLE CITY

November 3, 2022

7B1

AGENDA TOPICS

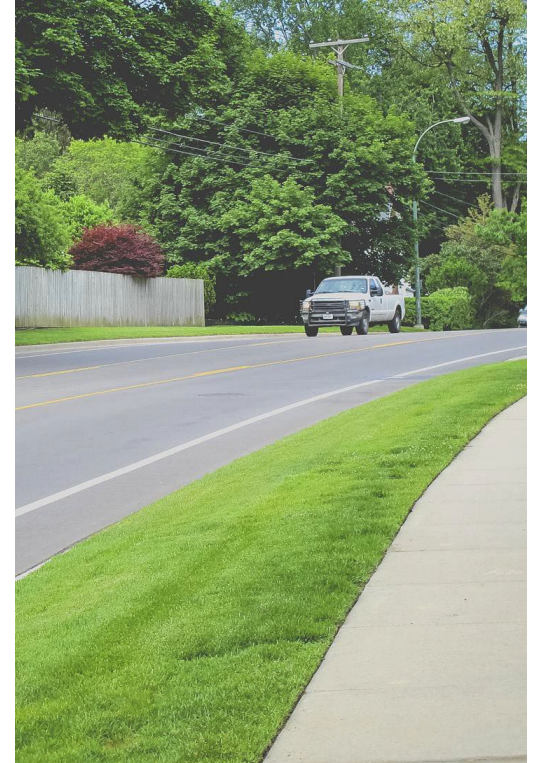


- Request from City Commission
- Revised Traffic Calming Program Draft Criteria
- Candidate Streets
- Pilot Projects
- Recommendations to the City Commission

7B1

REQUEST FROM CITY COMMISSION

- Residents along certain streets have expressed concern with traffic speeds and/or volumes
- Traffic volumes have increased along several streets due to personal navigation (Northlawn, Oak, Ruffner, etc.)
- City Commission asked the Multi-Modal Transportation Board to evaluate and provide recommendations on speed humps and traffic calming



7B1

BACKGROUND ON SPEED HUMPS

Purpose

- Slows traffic
- Distinct from speed “bumps”
- Commonly implemented mid-block
- Commonly implemented on local streets

Implementation Factors to Consider

- Distance between driveways
- Snow plowing
- Appropriate MUTCD markings and signage

ITE Speed Hump Effectiveness Study

- Study of 26 sites
- Pre-installation: 14% were >10 mph over speed limit
- Post-installation: down to 1%
- 85th Percentile speeds expected to drop
- Volumes may drop if alternate routes

7B1



Ypsilanti Township, MI



Detroit, MI

DATA ON TRAFFIC VOLUMES

The Police Department has data on traffic volumes (and increases) and speed studies

- Pace Speeds / Percentile Speeds
- Measures vehicle travel speeds to determine 85th percentile
- Example speed study below

04292022
Northlawn
Fairway/Cranbrook

Northlawn
Fairway/Cranbrook

Combined Lanes 9/6/2022 to 9/9/2022

Pace Speed - MPH

Classes Excluded From Pace: None

Speed	Number	Percent
24 - 33	2,183	70.34772%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th	100th
Speed - MPH	16.9	20.9	22.9	23.9	24.9	24.9	25.9	26.9	26.9	27.9	27.9	28.9	29.9	29.9	30.9	31.9	32.9	33.9	34.9	41.9

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	3,107
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	27.4
Median (50th %):	27.9
Mode:	27.0

7B1

Birmingham Police Department SPEED DATA ANALYSIS

Location



Analysis Time Period



Vehicles Analyzed



Speed Limit



Total Enforceable Violations



Average Speed



85th Percentile Speed



% Enforceable Violations



Fastest Speed

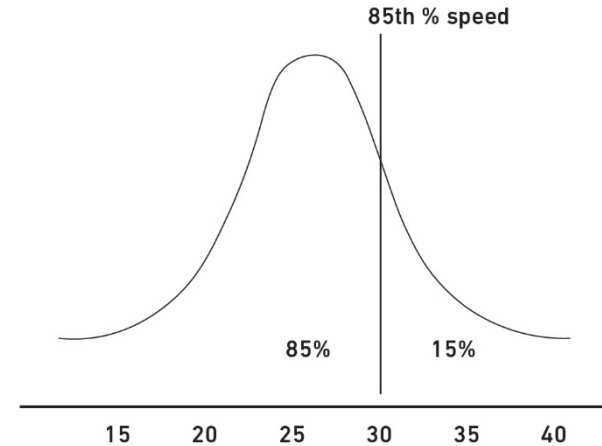


Enforcement Rating

LOW

Findings per Research and the Board's Comments:

1. Most cities reviews with traffic calming and speed hump programs have streets with speeds 10 mph or more over the posted speed limit
2. Birmingham's speeds are generally less than the posted speed limit, a few are 5 mph or less over the posted speed limit. Only a few streets are more than 5 mph over
3. Traffic calming could be considered for a few streets as a Pilot project



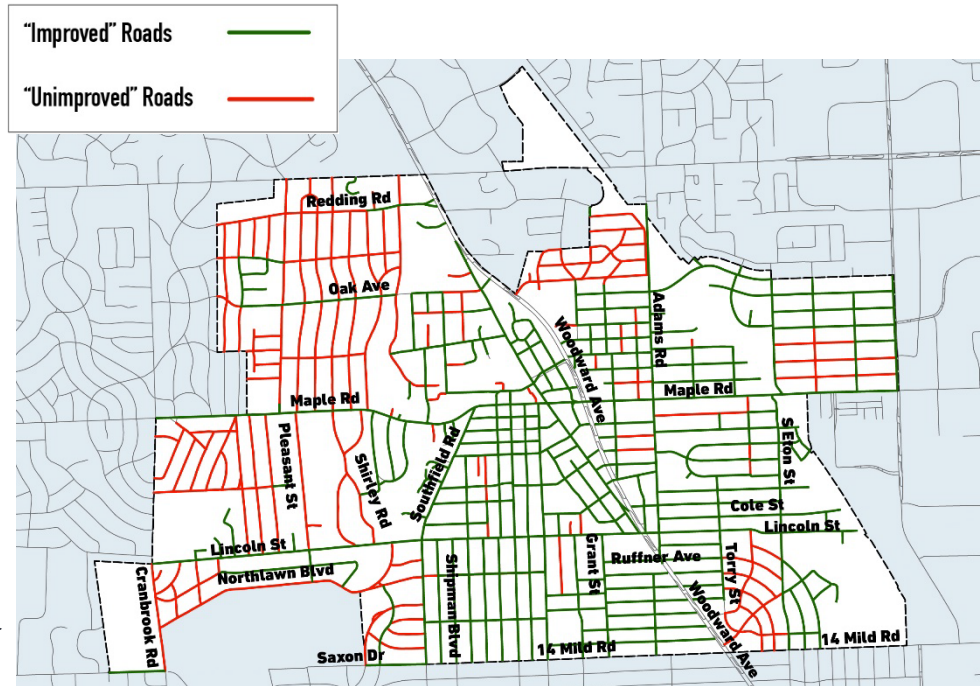
DRAFT CRITERIA

Traffic Calming Measure Baseline Criteria:

- Classified as a residential street
- Street is defined by the City as “improved” so that it can support a speed hump/infrastructure
- 70% of residents must petition for the installation (City Commission to decide on who pays, most cities expect the residents to pay)
- 15+% of traffic is over the posted speed limit (a speed study shows that the 85th percentile speed is 5+ mph over the speed limit)

Improved vs Unimproved:

- Improved includes a concrete or asphalt surface with underlying base material and curbs
- Unimproved may be “paved” with just a surface coating and no base to support a speed hump or islands



7B1

Speed Hump Criteria:

- Engineering Department to determine the placement
- Not a fire or snow emergency route
- Not along a major school bus or transit route
- Speed humps need to be placed 300-600 feet apart, avoiding driveways and storm sewer drains
- Where speed hump criteria is not met, other traffic calming measures may be applied



TRAFFIC CALMING CANDIDATE STREETS

Selected Pilot Projects:

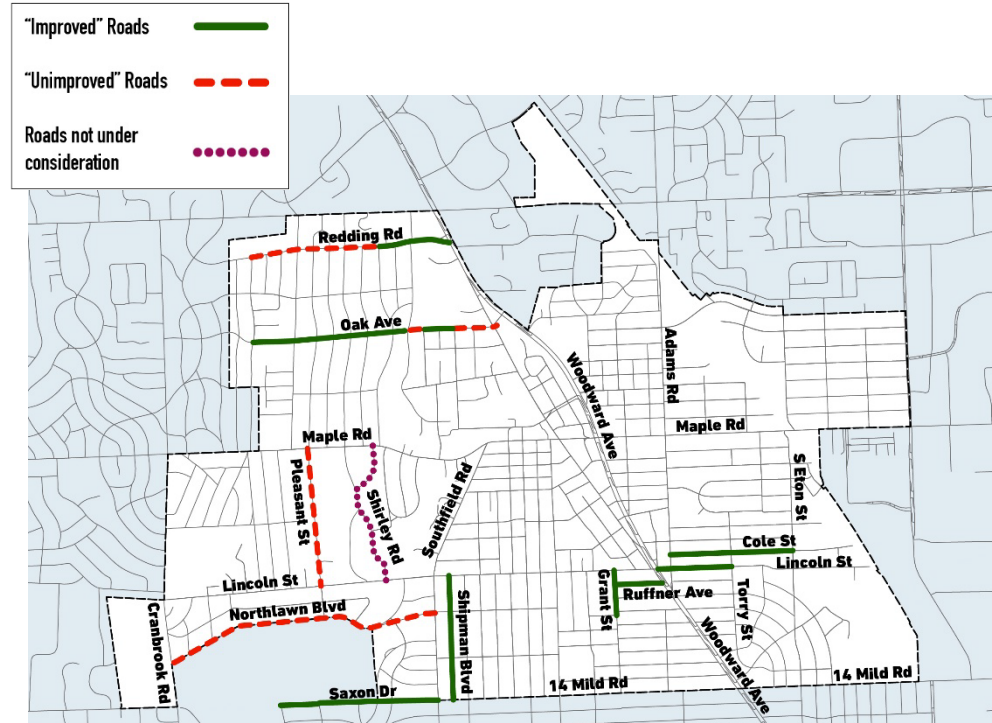
1. **Northlawn Blvd (Unimproved Road)**, Cranbrook to Southfield
2. **Grant St (Improved Road)**, along the park

Other Streets for Future Consideration:

1. **Shipman Blvd (Improved Road)**, 14 Mile to Lincoln
2. **Saxon St**, west of Southfield
3. **Cole St**, Adams to S Eton
4. **Ruffner**, Woodward to Grant
5. **Lincoln**, Woodward to Torry
6. **Oak St**, Glenhurst to Old Woodward
7. **Redding Rd**, Glenhurst to Old Woodward
8. **Pleasant St**, Lincoln to Maple

Locations Not Under Consideration:

1. **Shirley**, Lincoln to Maple



OTHER TRAFFIC CALMING MEASURES

- Speeds are usually influenced by the width of the street, its design, on-street parking, and the context (street trees, setbacks, sight distance)
- Stop signs - don't usually work
- Reduced street width - may or may not impact speeds
- Add bike lanes, parking, etc. to reduce the width for driving
- Islands and Medians
- Pedestrian crossings - midblock crossing and raised crossings
- Raised intersections
- Traffic calming islands
- Speed warning and other signs



Buffered Bike Lane



MidBlock Crossing



Curb Bumpouts



Rectangular Rapid Flashing Beacon (RRFB)

Multi-Modal Transportation Board to Provide Recommendations to the City Commission:

- Comments about use of speed humps
- Traffic Calming Criteria
- Identify the Pilot Projects and Process



DRAFT

**City Of Birmingham Multi-Modal Transportation Board
Thursday, November 3, 2022**

151 Martin Street, City Commission Room 205, Birmingham, MI

Minutes of the regular meeting of the City of Birmingham Multi-Modal Transportation Board held Thursday, November 3, 2022. Chair Doug White convened the meeting at 6:00 p.m.

A. Rollcall

Present: Chair Doug White; Board Members Mark Doolittle, David Hocker, Anthony Long, Tom Peard, Victoria Policicchio; Alternate Board Member Gordon Davies (present but not voting), Patrick Hillberg; Student Representative Ben Rosenfield (left 8:01 p.m.)

Absent: Board Member Joe Zane; Student Representative Isabela Betanzos

Staff: Senior Planner Cowan, Operations Commander Grewe, Lieutenant Kierney, Assistant City Engineer Zielinski

F&V: Julie Kroll

MKSK: Brad Strader

B. Introductions & Chair Comments

The Board welcomed Messrs. Davies and Hillberg, and congratulated Mr. Doolittle on his appointment to regular member.

C. Approval of MMTB Minutes of October 4, 2022

Motion by Mr. Long

Seconded by Mr. Hocker to approve the MMTB Minutes of October 4, 2022 as submitted.

Motion carried, 6-0.

VOICE VOTE

Yeas: Long, Hocker, Policicchio, Doolittle, Zane, Hillberg

Nays: None

Abstain: White

D. Review of the Agenda

E. Unfinished Business

1. Multi-Modal Transportation Plan Sidewalk Priorities

SP Cowan presented the item and Staff answered informational questions.

Mr. Long summarized the MMTB's September 2022 and October 2022 discussions pertaining to this item and Fairway. He also stated that improvements to Fairway were not presently included in the City's capital improvement plans, and that residents would have advance notice and the ability to provide input before any project would commence.

ACE Zielinski concurred.

Public Comment

Margaret Dufault, Dory Balian, Mark Baker, and Sheri Hunter, residents of Fairway, said Fairway should be a tier-three priority.

Julia Cooney and Mark Schoeppe, residents of Fairway, spoke against sidewalks on Fairway.

Rackeline Hoff reiterated that residents would have the opportunity to provide feedback on projects. She gave a brief overview of the process for potentially adding sidewalks to streets.

Janelle Whipple-Boyce spoke in favor of filling in sidewalk gaps.

Seeing no further public comment, the Chair returned the conversation to the Board.

Ms. Policicchio re-emphasized that community perspectives are solicited and taken into account when planning City infrastructure projects.

Mr. Long advised the public that they could access City boards' agendas, minutes, and recordings on the City website in order to stay up-to-date on items being discussed. He noted that all meetings of board members are held in public.

SP Cowan said members of the public could reach out to him to receive further instructions on how to access those items.

2. Neighborhood Traffic Calming Program – Speed Humps

SP Cowan introduced the item. He noted that the packet said five miles over the speed limit but that the presentation was updated to say 10 miles over the speed limit to align with City policy. Mr. Strader and SP Cowan presented the item. Staff answered informational questions from the Board.

Ms. Policicchio conjectured that many residents would be more amenable to increased speed enforcement over physical changes to their streets.

Mr. Peard said he has seen enforcement work in keeping vehicle speeds lower in certain areas. He also spoke in favor of Staff's recommendation that the City use data-driven criteria to evaluate the potential installation of speed humps.

Mr. Long supported other potential traffic calming measures.

Mr. Strader noted that even in situations where speed humps might be appropriate, there may traffic calming measures that would be comparably more effective.

There was general Board consensus not to recommend speed hump criteria presently since few-to-no streets would qualify.

Ms. Policicchio added she was against speed humps also because they would impede snow plows and emergency vehicles.

Mr. Long added that he was against speed humps also due to aesthetics and the likelihood that it would be difficult to get the requisite number of residents on a street to agree to speed hump installation.

Motion by Mr. Doolittle

Seconded by Mr. Long to recommend to the City Commission that the City consider alternative traffic calming mitigations other than speed humps to reduce speeds in areas where speed limits are commonly exceeded.

Motion carried, 7-0.

VOICE VOTE

Yeas: Long, Hocker, Policicchio, Doolittle, Zane, Hillberg, White

Nays: None

3. S. Eton, Villa to 14 Mile

SP Cowan introduced the item. Mr. Strader and SP Cowan presented the item. Staff answered informational questions from the Board.

Mr. Peard said he had some preference for Option A due to its simplicity.

Mr. Long said he would email Staff an option he had seen in use in Bloomington, Indiana.

F. New Business

1. Brown & Southfield Intersection

SP Cowan introduced the item. Lt. Kearney and Ms. Kroll presented the item. Staff answered informational questions from the Board.

Mr. Hocker suggested that if the condominium association applied to move its access drive further north to be out-of-alignment with the left-turn lane from Brown that could be helpful.

Public Comment

Jim Arpin, president of the homeowners' association, thanked the Board and Staff for its review. He asked why Staff was against recommending LED lights for the intersection.

Seeing no further public comment, the Chair returned the conversation to the Board.

Ms. Kroll stated that Staff did not recommend the addition of LED lights because the intersection was signalized at all hours. She said the red light was visible from far away. She said adding additional lights would be unlikely to resolve the concern.

Since, of the four accidents, three were the result of inebriation and one was the result of a medical emergency, Mr. Doolittle noted that additional lighting would be unlikely to prevent further accidents at the intersection.

In reply to Mr. Hocker, ACE Zielinski agreed that the optimal location for the added signage would be centered by the left turn lane. It was noted that was not presently possible due to the location of the condominium association's driveway.

G. Meeting Open to the Public for items not on the Agenda

H. Miscellaneous Communications

- 1. SMART Bus Millage**
- 2. Letters from residents regarding sidewalk gap priorities**

Renee Suchara, resident of Fairway, asked why Fairway from Arden to Pleasant would not be considered a gap street and thus a tier-three priority.

I. Adjournment

No further business being evident, the Board adjourned at 8:34 p.m.

Brooks Cowan, Senior Planner



Laura Eichenhorn, City Transcriptionist



**NOTICE OF INTENTION TO APPOINT TO
DESIGN REVIEW BOARD**

At the regular meeting of Monday, September 18, 2023 the Birmingham City Commission intends to appoint 2 Regular Members and 2 Alternate Members to the Design Review Board to serve a three-year term to expire September 25, 2026.

Interested parties may submit an application available from the city clerk's office on or before noon on Wednesday, September 13, 2023. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none"> Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents. 	9/13/23	9/18/23

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



**NOTICE OF INTENTION TO APPOINT TO
HISTORIC DISTRICT COMMISSION**

At the regular meeting of Monday, September 18, 2023 the Birmingham City Commission intends to appoint two regular members and two alternate members to the Historic District Commission to serve three-year terms to expire September 25, 2026.

Interested parties may submit an application available from the City Clerk's Office on or before noon on Wednesday, September 13, 2023. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
<ul style="list-style-type: none"> • A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation • Must be a resident 	09/13/2023	09/18/2023

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.



INFORMATIONAL REPORT

DATE: August 2, 2023

TO: Jana L. Ecker, City Manager and City Commission

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Short-term Rentals Follow-up

On June 21, 2023, the City Attorney's office provided a memorandum regarding short-term rentals, which is attached to this report. The City Commissioners directed the City Attorney to obtain ordinances from the cities of Ferndale and Ann Arbor in relation to short-term rentals. You will find attached to this Report the ordinances and writings regarding those legislations.

Upon first glance, it looks as though there is quite a bit of legislation regulating short-term rentals, but upon a careful read, the short-term rental ordinances that have been adopted in Ferndale and Ann Arbor are reflective of the rental property regulations here in the City of Birmingham. Birmingham City ordinances are constitutionally sound on their face, and are non-discriminatory between short-term and long-term rentals. Other City ordinances are ready and available to address any misconduct, noise violations, or any other wrongdoing, which is also similar to the Ferndale and Ann Arbor ordinances.

In conclusion, the information that was requested is attached to this Informational Report, and the City Attorney's office continues to believe, as well as the Building Official, that our current ordinances are sufficient. We need to address each complaint of conduct on a case-by-case basis and we always have the opportunity to review renewals of an annual license for any rental unit, and take any necessary and appropriate action.



MEMORANDUM

Legal

DATE: June 21, 2023
TO: Jana Ecker, Acting City Manager and City Commission
FROM: Mary M. Kucharek
SUBJECT: Short-term Rentals

As you may be aware, the State of Michigan, for the last number of years has been working through the legislature to have statutory language that will strip municipalities of any control over short-term rentals. The MML has been challenging these statutory changes for years. As of this date, no statutory change in Michigan law has occurred.

Last summer, and more recently, there have been complaints regarding a rental house at 1030 Wakefield. It was first brought to our attention after an incident of fireworks gone awry. As a result, the City did amend the fireworks ordinance, which gave the ordinance a little more teeth and the ability to better protect surrounding neighbors.

As a result of the complaints on Wakefield (which I will add is the only complaint of a short-term rental that I have received as City Attorney), the Building Department and the Legal Department spent a considerable amount of time reviewing the City's rental ordinances which can be found in the Birmingham Code of Ordinances at Sec. 22-331 through 22-375. The City's rental requirements are the same for both short-term and long-term rental properties. The owner of a rental unit or dwelling must apply for and receive an annual license for any property being offered for rent or lease. Inspections are conducted in accordance with the International Property Maintenance Code. The Building Official, pursuant to Sec. 22-335 shall not issue an annual license for any dwelling, unit, or room which is in violation of any provisions of the Article or provisions of the Code. The Birmingham City Code demands that all rental properties, whether short-term or long-term, be maintained in conformance with the criteria set forth in the International Property Maintenance Code.

Despite the State of Michigan attempting to remove local control of short-term rentals, we have examined our ordinances to determine if there is anything we could do to decrease negative impacts to surrounding neighborhoods where short-term rentals are involved. We must balance the rights of surrounding neighbors to peace and quiet enjoyment of their homes, and a person's individual rights to utilize their private property as they choose. We do believe the most

important thing that we can do for the neighbors of any rental property is to increase police action when a complaint is made. Sanctions and penalties for violations of the Birmingham Code of Ordinances can be civil infractions or criminal misdemeanors. An officer can issue a ticket, which is a Complaint and Warrant for a misdemeanor committed in their presence. Officers can also issue tickets for civil infractions committed in their presence. The Police Department has always been supportive in responding to complaints made for violations of any of the City's Code of Ordinances, be it short-term rentals, long-term rentals, or any other abode in the City of Birmingham.

No changes to the City's ordinances are necessary, nor would any changes to the ordinances prevent a short-term rental from having potential behavioral issues. The City's Code of Ordinances provides the Building Department, Code Enforcement and Police Department the ability to address any sort of violation for prohibited activities and allows for routine inspections and minimum standards for all long and short-term rental properties.

Chapter 97 - SHORT-TERM RENTALS

Footnotes:

--- (1) ---

Editor's note— Ord. No. 20-24, adopted Sept. 8, 2020, enacting Ch. 97, shall take effect on March 1, 2021.

7:650. - Legislative purpose.

The city has determined that regulation of short-term rentals is necessary to establish a community standard for the integration of short-term rental units in the city to ensure health, safety, and welfare of visitors and residents by re-affirming police, fire, and building safety guidelines. Towards that end, the city has determined that all persons or entities that desire to operate a short-term rental unit within the city must be issued a license pursuant to the requirements of this chapter.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:651. - Definitions.

Guest means persons renting lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than 30 consecutive days.

Host means a person engaged in providing a short-term rental unit.

Hosting platform means a marketplace in any form or format which facilitates short-term rental units, through advertising, matchmaking or any other means.

Permanent resident means the person(s) occupying a property as their principal residence.

Principal residence means the one dwelling unit where an owner of the property, or tenant of a period greater than 30 days, has their true, fixed, and permanent home to which, whenever absent, they intend to return and that shall continue as a principal residence until another principal residence is established.

Short-term rental unit means any dwelling unit that is rented wholly or partly for compensation, for periods of 30 consecutive days or less, by persons other than the permanent resident or owner including:

- (a) *Non-principal residence short-term rental (or commercial rental)* means an activity where the owner of a non-principal residence hosts visitors, for compensation, for periods of 30 consecutive days or less.
- (b) *Principal residence homestay* means an activity whereby the permanent resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while at least one of the permanent residents lives on-site in the dwelling unit, throughout the visitors' stay.

- (c) *Principal residence whole house* means an activity whereby the permanent resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while a residential dwelling unit is not occupied by the owner of record while the guest is present.

UDC means Unified Development Code (Chapter 55 of Ann Arbor City Code).

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21; Ord. No. 21-13, § 1, 5-3-21)

7:652. - Short-term rental unit license and fee.

- (1) The city shall only issue a short-term rental license for a short-term rental unit to the owner or permanent resident of the property.
- (2) The city shall issue only 1 short-term rental license per dwelling unit.
- (3) The application for a short-term rental license shall at a minimum include the following:
 - (a) Address of the short-term rental unit.
 - (b) Type of dwelling unit (e.g., single-family home, apartment, condominium).
 - (c) Type of short-term rental unit (non-principal residence, principal residence homestay, principal residence whole house).
 - (d) For principal residence short-term rental unit, the permanent resident shall submit a sworn statement affirming that the licensed dwelling unit is and will remain the applicant's principal residence for the duration of the license.
 - (e) Number of bedrooms available for rent.
 - (f) Maximum permitted occupancy pursuant to section 5.16.1.A.2 of the UDC, "limits on occupancy of dwelling unit."
 - (g) The names, telephone numbers, and email addresses of 2 contact persons responsible for the short-term rental unit. For principal residence homestay and principal residence whole house short-term rental units at least 1 of the contact persons shall be a permanent resident of the property. Contact information shall be updated with the city as necessary.
- (4) Applicant shall pay the fee described in subsection (7).
- (5) The short-term rental license shall not be transferred or assigned to another person or address, nor shall the license authorize any person, other than the person named therein, to operate a short-term rental unit on the property.
- (6) Any licensee that has submitted a sworn statement pursuant to paragraphs (3) of this section as part of its original application shall complete the following each year within 30 days of the anniversary of the original issuance of the license:
 - (a) For principal residence short-term rental units, the permanent resident shall submit a sworn statement affirming that the licensed dwelling unit continues to be the applicant's principal residence.

(b) Pay the fee described in subsection (7) "short-term rental licensing fees."

(7) Short-term rental licensing fee.

(a) The applicant of the property shall be responsible for payment of a nonrefundable license fee, with the license fee amount to be determined by annual resolution of City Council.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:653. - Short-term rental unit requirements.

- (1) Short-term rental units are prohibited unless the city has issued a short-term rental license for the unit.
- (2) The occupancy of a dwelling unit rented as a short-term rental shall not exceed the occupancy permitted pursuant to section 5.16.1.a.2 of the UDC, "limits on occupancy of dwelling unit."
- (3) No host shall rent a short-term rental unit in a manner that requires a person to sleep in an area that is not habitable as set forth in chapter 105 (Housing Code).
- (4) No host shall advertise a short-term rental unit, unless the advertisement includes the applicant's short-term rental unit license number and the maximum occupancy permitted in the unit.
- (5) The short-term rental unit host shall be responsible for all nuisance and enforcement complaints on their premises.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

7:654. - Specific regulations by short-term rental type.

- (1) *Non-principal residence short-term rental (commercial rental).*
 - (a) *Registration and license.* Registration and license shall be required as set forth in section 7:652 of this chapter.
 - (b) *Chapter 105 (Housing Code).* All applicable provisions of Chapter 105 (Housing Code) shall apply.
- (2) *Principal residence homestay and principal residence whole house short-term rental units.*
 - (a) *Registration and license.* Registration and license shall be required as set forth in section 7:652 of this chapter.
 - (b) *Inspection.* Principal residence homestay or principal residence whole house short-term rental units shall not require an inspection.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21; Ord. No. 21-13, § 2, 5-3-21)

7:655. - Prohibited acts and penalties.

- (1) *Prohibited acts.*

- (a) It shall be unlawful for any person to:
- i. Violate any provision of this chapter or any condition of any license granted pursuant to this chapter.
 - ii. Make any changes or allow any changes to be made in the operation of the short term rental unit as represented in the license application, without first notifying the city by amending the application.

(2) *License revocation.*

- (a) The city finds that the suspension or revocation of a license may be necessary when an owner fails to operate the short-term rental unit in accordance with the provisions of this chapter. A license issued under this chapter may be suspended or revoked for any of the following violations:
- i. A license holder is convicted of or found responsible for violating any provision of this chapter;
 - ii. A license application contains any misrepresentation or omission of any material fact, or false or misleading information, or the license applicant has provided the city with any other false or misleading information related to the short-term rental unit;
 - iii. The short-term rental unit is operated or is operating in violation of the specifications of the license application, any conditions of approval by the city or any other applicable state or local law, rule or regulation;
 - iv. The short-term rental unit is determined by the city to have become a public nuisance;

(3) *Revocation not exclusive penalty.*

- (a) Nothing in this chapter shall be deemed to prohibit the City Administrator or designee from imposing other penalties authorized by the Ann Arbor City Code or other ordinance or to file a public nuisance lawsuit or to take any other legal action authorized by law.

(4) *Penalty for violations of chapter 97*

- (a) Any person who violates a provision of this chapter shall be responsible for a civil infraction punishable by a civil fine of not more than \$500.00, plus costs and all other remedies available by statute. Each day of violation shall be a separate violation.

(Ord. No. 20-24, § 1, 9-8-20, eff. 3-1-21)

Short-Term Rentals

The City has determined that regulation of short-term rentals is necessary. We want to establish a community standard for the health, safety, and welfare of visitors and residents.

The City passed an ordinance that, all persons or entities that desire to operate a short-term rental within the city must, be issued a license. Pursuant to the requirements of Chapter 97 - Short-Term Rentals and the UDC Chapter 55. See UDC STR Permitted Use Table (pdf) for non-principal residence zones. Only principal residence properties are allowed to apply in residential zones (Zones that start with a R). **There is no refund for any application that is denied. Please read the application carefully before signing and submitting.** Applications must be paid in advance before a review can be started. The cost is \$500.00 per unit per year.

About Short-Term Rentals

Short-Term Rental is a dwelling or unit that is rented for less than 30 consecutive days to persons other than the permanent resident (someone that physically lives there) or the owner. **3rd party companies cannot apply for a STR License under an circumstances.**


General Requirements for All Short-Term Rentals

- A Short-Term Rental Unit cannot exceed the allowable occupancy for that unit. See Section [5.16.1.A.2](#) for occupancy in the UDC.
- A Short-Term Rental Unit is not permitted to be rented in a manner that requires a person to sleep in an area that is not habitable. See [Chapter 105](#) (Housing Code) for more information on sleeping requirements.
- **The Short-Term Rental license number and maximum occupancy must be included and visible in the advertisement of the property.**
- The Short-Term Rental Unit Host is responsible for all nuisance and enforcement complaints on their premises.
- See [Chapter 97 - Short-Term Rentals](#) for specific requirements for Short-Term Rental Units. Permitted Zones for non-owner-occupied properties can be found in the [UDC STR Permitted Use Table.pdf](#)
- **Non-owner-occupied properties must have a valid Certificate of Compliance (CofC) before applying for a STR license if, in the permitted zones defined in UDC table.**

Short-Term Rental Licensing

- Apply and pay online through [STREAM](#) under the license tab. Applications must be paid for before any review is started.
- Select short term rental license, apply. Choose the appropriate property structure Principal/Non-Principal.
- Licenses will be issued by the corresponding unit within the City of Ann Arbor. Please note the review process could take up to 21 business days.
- Properties with several units for rent will need a separate license for each unit. The fee for each license is \$500 to be paid at the time of application submission. There is no refund if denied for any reason.
- The application fee includes police, fire treasury and rental review, administration cost for processing and the certificate to post onsite.
- Each license will be renewed on an annual basis (one year from the date of issuance). Short Term rentals that fail to retain a valid

license will be subject to enforcement, including a ticket for each day in violation. STR Licenses and Certified Rental Licenses can be revoked.

 **Subscribe to Email Updates**

Rental Housing Services

Larcom City Hall

1st Floor

301 E. Huron St.

Ann Arbor, MI 48104

734.794.6268

ShortTermRentals@a2gov.org

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RESOURCE:

Short Term Rental

Ferndale City Council adopted an ordinance regulating short-term rentals (STRs) operating within City limits. The ordinance regulates STRs by requiring annual registration and inspections, which requires all properties to register with the City. Registration and inspection services are completed by the Ferndale Building Department.

[Short Term Rental Registration Form →](#)

PROPERTY REGISTRATION TIMELINE

1. Fill out the form and submit it for review in person or by mail to:
Building Department
300 E. Nine Mile Rd.,
Ferndale, MI, 48220

Applicants will be given the rules and regulations and a copy of the regulation ordinance upon

10E1

- application. Applicants must pay all arrears owed to the address to be registered.
2. Inspections are scheduled with the Building Department at 248-546-2525 Ext. 115.
 3. The property is inspected by a member of the Ferndale Building Department. The inspector will confirm the number of safe, occupiable bedrooms and the maximum occupancy based on the square footage per the 2015 Michigan Residential Code (MRC). Inspectors will ensure all life-safety items are in place and working as required by the MRC and the International Property Maintenance Code (IPMC), such as handrails, guardrails, smoke detectors, and operable windows.

Property Rules and Regulations

LIMIT PER NEIGHBORHOOD

Only 5% of the available housing units on a city block can be used as STRs. A housing unit is defined as a home, condo, or apartment.

GUESTS PER ROOM

Two adults are allowed per bedroom under this ordinance. No more than eight people are permitted in a short-term rental.

SUBSTANTIATED COMPLAINT

A substantiated complaint is when a property has violated the requirements of the ordinance and has

10E1

been verified by a City of Ferndale official. After three substantiated complaints during a calendar year, an STR will be at risk of losing their license, unable to operate for the remainder of the calendar year, and require a review by the City Manager’s Office.

VIOLATIONS

- Advertising over the legally-allowed amount of people
- Noise levels over the thresholds for occupancy and noise
- Cleanliness, parking illegally, and other code enforcement concerns

Contact the Building Official →



CITY CONTACT INFORMATION



EMPLOYMENT OPPORTUNITIES

Mayor Melanie Piana



DEPARTMENTS



PERMITS



REPORT A PROBLEM

CITY OF FERNDALE, MICHIGAN

300 EAST NINE MILE ROAD
FERNDALE, MICHIGAN
48220

248-546-2525

information@ferndalemi.gov

CITY HALL HOURS:

Monday-Thursday, 8:00 a.m.
To 5:30 p.m.

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Design  by Hadtrout



Community & Economic Development
 300 East Nine Mile Road
 Ferndale MI 48220
 248.546.2366
 www.ferndalemi.gov

STR# _____

APPLICATION FOR REGISTRATION OF SHORT TERM RENTAL UNIT

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY; INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Property Address	Sidwell	E-Mail
Owner's Full Name	Date of Birth / /	Driver's License # or Michigan ID# or If Corporate, Tax ID# (State)
Owner's Address	City	State Zip
Home Phone	Work Phone	Cell Phone
Manager or Legal Agent	Work Phone	Home Phone
Address	City	State Zip

LIST OF OWNER'S PROPERTIES WITHIN THE CITY OF FERNDALE OFFERED FOR RENT / LEASE (Attach separate list, if necessary)

Address _____	Address _____
Address _____	Address _____

Fee Schedule:

_____ \$185.00 Per 12 Month License Cycle

I hereby apply for a Short Term Rental License under Ordinance No. 1258, Chapter 7, Article VII, and do certify that the above information is correct and true and that I am the LEGAL OWNER or LEGAL MANAGER / AGENT (i.e. power of attorney) of the premises at the above location.

Applicant's Signature _____ (Owner Manager) _____

For Office Use Only

Application: Sent _____ Due _____ Received _____ Initial Inspection: _____ Date _____ Time _____ Reschedule: _____ Date _____ Time _____ \$50 Fee Req'd? Y/N _____ Due _____ Received _____ Vios Due: Sent _____ Due _____ Notice of Violation Sent _____ Due _____ Sent _____ Due _____ Sent _____ Due _____	Final Inspection: _____ Date _____ Time _____ Reschedule: _____ Date _____ Time _____ \$50 Fee Req'd: Y / N _____ Due: _____ Recv'd: _____ Approved: _____ Date: _____ Ticket # Issued 1st _____ 2nd _____ 3rd _____
---	--

Sec 7-157 General Requirements

(1) Septic/Solid Waste.

- a. The Short Term Rental Unit must be connected to the City's water and sanitary sewer system.
- b. Disposal of solid waste must be disposed of consistent with the City's garbage and refuse ordinance. Garbage, refuse, or recycling shall be stored completely within designated refuse containers. The Owner or Owner's authorized agent of the Short Term Rental Unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants. Owner shall be responsible for placement and retrieval of garbage and refuse containers consistent with City's waste removal schedule.

(2) Occupancy.

- a. The overnight occupancy of a Short Term Rental Unit shall be limited to no more than two (2) adult (meaning over eighteen years of age) people per bedroom. The total overnight occupancy of a Short-Term Rental Unit shall not exceed eight (8) people.
- b. The occupancy of a Short Term Rental Unit shall, at no time, exceed the occupancy limit for the home, unit, apartment, condominium or similar residential building provided for in the Residential Building Code, as adopted by the City.
- c. Parking of recreational vehicles, tents, RV's, are prohibited at Short Term Rental Units.
- d. Licensee shall not advertise any Short Term Rental Unit as containing any more than the number of bedrooms identified on the license.
- e. Licensee shall not advertise a Short Term Rental Unit as available to more guests than the occupancy limit identified on the license.

(3) Noise. Information regarding the City's noise ordinance shall be provided in writing to occupants and the Owner and Owner's authorized agent of the Short Term Rental Unit shall inform occupants of noise requirements and provide a copy or reference to City's noise ordinance.

(4) Parking. Parking shall not restrict access by emergency vehicles or the traveling public and shall not impede any ingress or egress on any street, alley or highway. In addition, parking shall not encroach on any neighboring properties.

(5) Property Contact Information. The Owner or the Owner's Authorized Agent shall keep on file and shall notify each occupant, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available 24 hours a day, seven (7) days a week, whenever a Short Term Rental Unit is being rented, with a copy to the City. The Owner or the Owner's Authorized Agent shall respond to an occupant regarding any issue or complaint raised within one (1) hour of any such point of contact or call from occupant. The Owner or the Owner's Authorized Agent shall post a copy of the Short Term Rental Unit license in a conspicuous place within the Short Term Rental Unit.

(6) License Fees. License fees shall be established by the City Council by Resolution for Residential Short Term Rental Units and Non-Residential Short Term Rental Units. A Short Term Rental Unit that obtains a license required under this ordinance that does not actually let or rent out such Short Term Rental Unit for more than fourteen (14) days in the calendar year shall be eligible, upon proof of such utilization to the City, for a refund of a portion of its license fee in an amount established by City Council

by Resolution.

(7) License Transfer. The Short Term Rental Unit license shall not be transferrable upon any change in ownership of the licensed property.

(8) The Short Term Rental Unit shall be subject to the International Property Maintenance Code adopted by the City, as amended.

(9) The Short Term Rental Unit owner or the owner's authorized agent shall maintain a record of the name, mailing address, e-mail address and telephone number of the principal renter of any Short Term Rental Unit for one (1) year from the occupancy.

(10) The Short Term Rental Unit shall be subject to the City's sign ordinance.

(11) Occupants of Short Term Rental Units are subject to all City codes and ordinances regulating the use of residential property.

HISTORY

Adopted by Ord. 1258 on 3/22/2021

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21403**

- DTE Electric Company requests Michigan Public Service Commission's approval for reconciliation of its 2022 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 24, 2023 at 10:00 AM

BEFORE: Administrative Law Judge Katherine Talbot

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 29, 2023 application requesting the Commission to: 1) approve DTE Electric's 2022 Demand Response (DR) reconciliation capital expenditures and operations & maintenance expenses incurred, as proposed, in the amounts authorized in the Commission's Order in Case Nos. U-20561 and U-20836; 2) approve that the resulting revenue requirement difference of \$3,995,481 for the year 2022 be booked as a regulatory asset that shall be included in DTE Electric's next general rate case; 3) approve DTE Electric's proposal for recovery of the financial incentive mechanism in the amount of \$633,281 for 2022; 4) approve any other proposal discussed in the filed testimonies; and 5) grant DTE Electric further additional relief and authority as the Commission may deem necessary.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 17, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21403**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21403

INFORMATION ONLY

Sign in to theoaklandpress.com with Google

Jana Ecker
Jecker@bhamgov.org

J Jana Ecker
janaecker71@gmail.com

LOCAL NEWS

Cruising before the Woodward Dream Cruise generates noise complaints

'It starts as soon as the snow melts'



The 2022 Woodward Dream Cruise came to downtown Pontiac Saturday, Aug. 20. (A'Sante Lucas / for MediaNews Group)

By **ANNE RUNKLE** | arunkle@medianewsgroup.com | The Oakland Press
July 23, 2023 at 11:01 a.m.



“Unfortunately, it starts as soon as the snow melts,” said Chief Scott Grewe of the Birmingham Police Department.

Almost as a rite of spring, residents in Birmingham and other Oakland County communities that border Woodward complain to their police departments every year about the noise.

Ferndale, Huntington Woods, Pleasant Ridge, Royal Oak, Berkley, Birmingham, Bloomfield Township, Bloomfield Hills and Pontiac all border Woodward.

Up to 1 million people attend the annual dream cruise, one of the largest celebrations of vintage cars in the world, which will be held this year on Aug. 19.

Some police departments in the nine communities have extra patrols on Woodward in the months before the official cruise.

Beginning in April, two Birmingham officers have worked overtime on Friday and Saturday nights to patrol Woodward.

The officers, often armed with sound meters, are attempting to measure decibel levels and ticket cruisers who are generating noise complaints.

The problem, Grewe said, is that a local ordinance can't supersede state law.

The state's rules make it difficult to write citations, he said. The officer has to be stationed a minimum number of feet away from the cars, which makes it hard to tell which one is creating the noise.

State law says exhaust systems can't be modified, but allows exceptions that make enforcement difficult, Grewe said.

The officers write a few tickets for speeding and other offenses, but the real problem is the noise, Grewe said.

He said maintaining a presence on Woodward discourages speeding and reckless driving in the months before the cruise.

In Royal Oak, early cruisers generate complaints from residents about squealing tires, loud exhausts, blaring music, speeding, reckless driving and drag racing, said Deputy Police Chief Patrick Stanton.

Traffic tickets for early cruisers are up this year in Royal Oak. Stanton said officers last month wrote at least a couple hundred violations.

Oakland County Sheriff Michael Bouchard said his office, which provides police services for Pontiac, works with the other affected police departments before and during the cruise to keep order. He agreed with Grewe that the state law addressing loud vehicles is hard to enforce.

Grewe and other police chiefs and local elected officials in the Woodward communities have urged the state Legislature over the last year to take action to make it easier to address the noise complaints.

State Sen. Mallory McMorrow, D-Royal Oak, plans to introduce a measure as soon as this fall that will allow communities to enact their own noise ordinances.

McMorrow's represents the 8th District, which includes all of Birmingham, Ferndale, Huntington Woods and Pleasant Ridge and parts of Royal Oak and Berkley. The district also includes several other communities that don't border Woodward.

McMorrow said the noise complaints grow every year.

“It's gotten so bad at all hours of the day and night,” she said.

Royal Oak police have noticed an uptick in early cruising over the past 10 years, and it first became an issue around 2001, Stanton said.

Motorists have been cruising Woodward for generations, long before there was an official Woodward Dream Cruise.

“It's something my parents' generation did, my generation, and now there's a new generation,” Stanton said. “But I think with social media it has picked up with the newer generation.”

More classic car owners drive along Woodward as the official Dream Cruise nears.

“After the cruise there's less of them and more of the modern hot rods and then the numbers start winding back down to what



The Dream Cruise came to Royal Oak and other cities along Woodward Avenue Saturday, Aug. 21, 2021. (A'Sante Lucas / For MediaNews Group)



Anne Runkle | Multimedia Journalist

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INFORMATION ONLY

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
DTE ENERGY COMPANY
CASE NO. U-21313**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission requesting approval of the reconciliation of DTE's Energy Waste Reduction plan, for the plan year 2022, and authority to implement Energy Waste Reduction surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission's website at: michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, August 15, 2023 at 10:00 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company and DTE Gas Company's (DTE) June 16, 2023 application requesting the Commission to: 1) determine that DTE's reconciliations for its 2022 Energy Waste Reduction plan year is just and reasonable, and that they meet all relevant requirements of Act 295 as amended by Act 342; 2) approve DTE's reconciliations for the 2022 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve the necessary accounting authority as proposed by DTE; and 4) grant DTE other and further relief as deemed necessary.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 8, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21313**. Statements may be emailed to: mpscdockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21313

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
DTE ENERGY COMPANY
CASE NO. U-21322**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission for approval of their Energy Waste Reduction Plans pursuant to MCL 460.1001 et seq. (2008 PA 295, the Michigan Clean, Renewable, and Efficient Energy Act as amended by 2016 PA 342), and authority to implement EWR surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company, One Energy Plaza, Detroit, MI 48226, 313-235-8000 for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 17, 2023 at 10:00 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company and DTE Gas Company's (DTE) June 29, 2023 application requesting the Commission to: 1) determine that DTE's Energy Waste Reduction (EWR) Plans are reasonable and prudent, and that they meet all relevant requirements of Act 295, as amended by PA 342; 2) approve the proposed 2024-2025 EWR Plan surcharges and the Performance Incentive Mechanisms; 3) approve the necessary accounting authority as proposed by DTE; and 4) grant other and further relief as is deemed necessary by the Commission.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

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Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21322**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF
HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21353**

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 17, 2023 at 10:30 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 30, 2023 application requesting the Commission to: 1) approve DTE Electric's proposed Transfer Prices for DTE Electric Renewable Energy Contracts and Company-owned Renewable Energy Systems the Commission approves; 2) determine that DTE Electric's 2022 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2022 are reasonable and prudent and meet all relevant requirements under 2008 PA 295, as amended; 3) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan (REP), including: a) determine that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, b) ensure that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295 (MCL 460.1045); c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through DTE Electric's Power Supply Cost Recovery clause under MCL 460.6j; f) determine that it is not

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necessary or appropriate at this time to adjust DTE Electric's minimum balance of accumulated reserve funds; g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 4) determine that DTE Electric's actions with respect to its Amended REP are reasonable and determine that its proposed Renewable Energy Plan surcharges should continue; 5) maintain its existing rates and charges in the manner described as proposed by DTE Electric; 6) grant DTE Electric regulatory authority and approvals as proposed, included but not limited to approval of DTE Electric's request that 258,168 Energy Credits be transferred at zero cost from DTE Electric's inventory of Energy Credits to, and used for compliance with its Amended REP, in accordance with DTE Electric's Amended REP, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 7) grant DTE Electric further additional relief, as the Commission may deem suitable and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21353**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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Section 8 Tenants Are Using New Laws To Fight Housing Bias

By **Jack Karp** | July 21, 2023, 5:49 PM EDT · [Listen to article](#)



Landlords around the country routinely refuse to rent to tenants who rely on housing vouchers and other forms of financial assistance, so a growing number of low-income tenants and their advocates are using recently passed source-of-income laws to fight the practice. (iStockPhoto/z_wei)

Megan Morse had hoped to use her rental assistance voucher to move to a neighborhood closer to her hospital and her daughter.

"I can't drive. I'm physically disabled as well as epileptic, so travel is a bit much," said Morse, who has a rare disease called arthrogryposis multiplex congenita and regularly participates in an epilepsy study at the University of Michigan Hospital.

But when she applied to rent apartments in those Ann Arbor, Michigan, neighborhoods, she was repeatedly turned down, with representatives of two apartment complexes telling her they didn't accept tenants who use housing vouchers.

"Being denied by them was a little of a gut punch," said Morse, who wound up living in a less accessible area just outside Ann Arbor, farther from her daughter and the hospital.



Megan Morse was repeatedly turned down by landlords who refused to accept her housing vouchers when she applied for places to live, in violation of Ann Arbor, Michigan's ordinance outlawing discrimination against tenants using those vouchers. (Courtesy of Megan Morse)

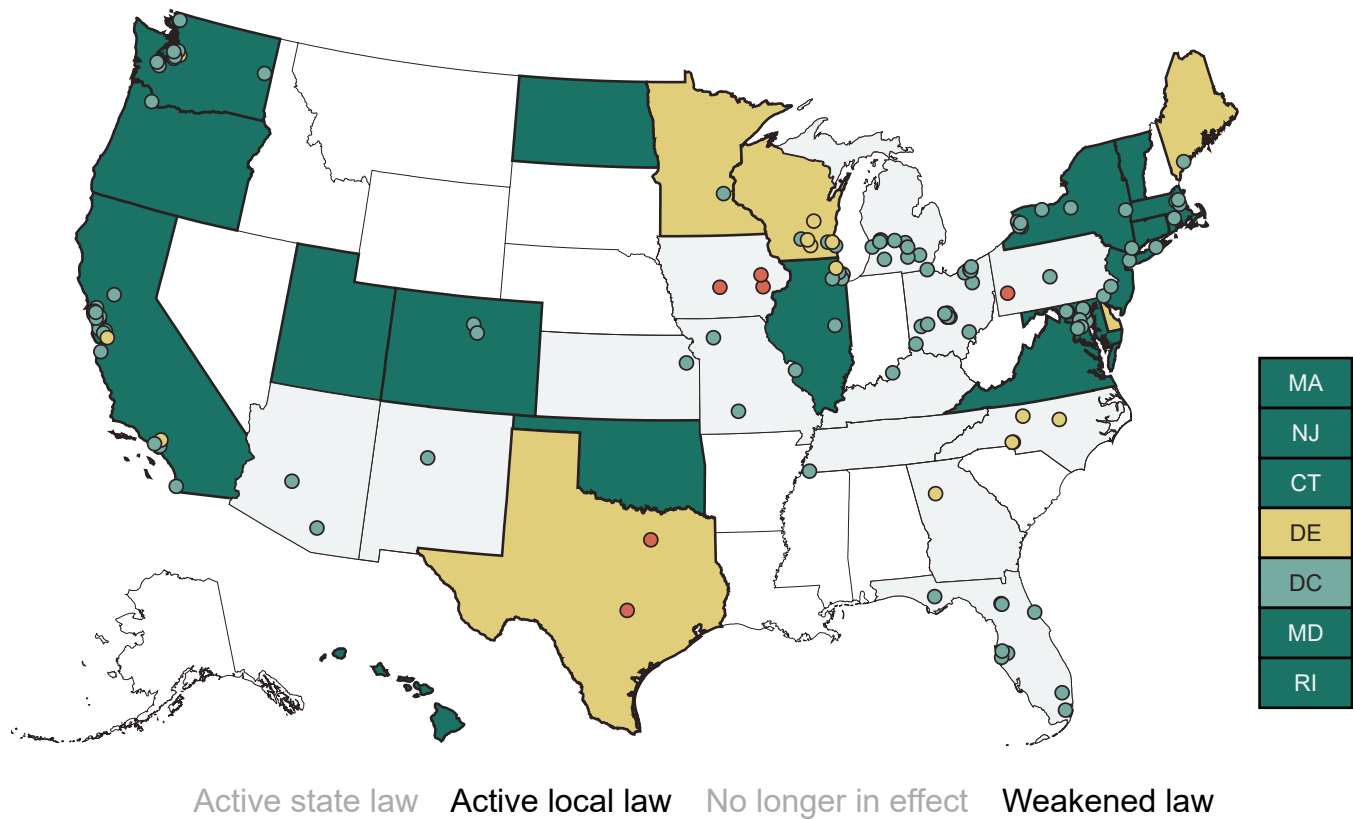
Those denials are especially troubling since Ann Arbor passed an ordinance in 2014 outlawing discrimination against tenants who use housing vouchers and other forms of financial assistance, according to Lacie Melasi, a law student working with the University of Michigan Law School's Civil Rights Litigation Initiative, which is representing Morse in a lawsuit against one of the real estate companies that rejected her.

Ann Arbor is just one of many places around the country to pass a so-called source-of-income discrimination law in recent years. In Ann Arbor's case, the law created a private cause of action against landlords who discriminate. And in April, Morse became the first tenant to sue to enforce Ann Arbor's ordinance, according to Melasi.

Morse is not alone. Frustrated renters and tenant advocacy groups have been filing a growing number of such lawsuits across the U.S. seeking to enforce these laws since they went into effect.

States and Cities Increasingly Ban Source-of-Income Discrimination

More than 57% of housing voucher holders are currently covered by state and local source-of-income protections. But while some states are adding such protections, others have barred cities from enacting them or had their protections weakened by courts.



Source: Poverty & Race Research Action Council



But some property owners insist the laws are unconstitutional. Others say the suits are misguided and target innocent landlords rather than the brokers who are the ones actually engaging in discriminatory conduct.

Tenants and their advocates, meanwhile, say the suits are important because they put landlords on notice that source-of-income discrimination is illegal.

"A lot of this is about educating landlords that they can no longer discriminate," said Deborah Thrope, deputy director of the National Housing Law Project, "that they can't deny someone housing solely on the basis that they have the voucher."

New Laws Lead to New Lawsuits

The Housing Rights Initiative sued dozens of New Jersey landlords and real estate brokers in May for allegedly violating that state's law banning discrimination against tenants who rely on Section 8 vouchers through the federal Housing Choice Voucher Program, the largest federally funded housing subsidy program, which helps more than 2 million low-income families find housing on the private market. That suit follows one the national housing watchdog filed in New York against a raft of property owners and brokers it also accuses of discriminating against voucher holders in violation of both state and city laws.

A growing number of states and municipalities have been enacting these statutes. Washington state

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passed one in 2018. California followed suit in 2019, as did Los Angeles and Baltimore. Illinois' law went into effect in 2022, according to the Poverty & Race Research Action Council.

Advocates say these laws are necessary to ensure low-income renters can actually use their Section 8 vouchers on the private rental market in the face of widespread discrimination against voucher holders.

A 2018 Urban Institute study found that landlords in Fort Worth, Texas, denied apartments to voucher holders 78% of the time, for example, while Los Angeles property owners did so 76% of the time. For comparison, the Urban Institute's Housing Matters initiative reported last year that 56% of landlords reject at least 25% of their applicants.

"When families are unable to use their housing vouchers due to unlawful discrimination, they have significantly less money for other things like food, clothing and basic necessities," said Aaron Carr, founder and executive director of HRI.

But the new laws also mean new litigation, attorneys say.

"More jurisdictions are adopting source-of-income protections, and more of them have private rights of action than they used to, so that gives rise to a larger number of suits," said Matthew K. Handley of [Handley Farah & Anderson PLLC](#), who represents HRI in several cases.

The Disability Rights Education and Defense Fund and the [Legal Aid Foundation of Los Angeles](#), for instance, reached their first settlements in April in a suit they brought on behalf of renter Robert Gardner against 22 properties Gardner said turned him away because he uses Section 8 vouchers.

"We believed Mr. Gardner's case was needed to send the message to landlords that someone is taking action to ensure that the law is enforced and that Section 8 vouchers have the impact they are supposed to — that is, getting people off the streets and into available rental units," said Michelle Uzeta, senior counsel at DREDF.

Melasi of the Civil Rights Litigation Initiative said, "We are seeing these lawsuits around the country because finding housing can be a difficult and stressful process for anyone."

"As Megan [Morse] experienced, adding source-of-income discrimination on top of that can make the search nearly impossible for some people," Melasi added.

Seeing Improvement

Private lawsuits have already reduced discrimination against Section 8 voucher holders in at least one city, tenant advocates say.

Landlords in Washington, D.C., which has had source-of-income protections for longer than most

places, used to commonly reject voucher holders despite those protections, according to Handley.

"The rejection rate for voucher holders in D.C. was through the roof," Handley said. "Even though the law was there, landlords were still freely denying voucher holders an ability to rent."

So tenant advocates engaged in a testing program to determine which landlords were discriminating against voucher holders. They then brought several enforcement actions against those landlords, Handley explained.

Thanks in part to that litigation, experts say, the voucher denial rate in D.C. was down to just 15% in 2018, according to an Urban Institute study.

"The state of affairs in D.C. has improved significantly over the last few years," said Handley. "I do think that the private enforcement is why the situation has improved here."

Handley and other advocates are now using the strategy used in D.C. in places like New York State, which only adopted its law in 2019, he said.

Similar to D.C. tenant advocates, HRI began a testing program in which civil rights testers queried housing providers to gauge their compliance with fair housing laws, according to the group's New York complaint.

The strategy has also evolved, with suits now being filed against many landlords at once rather than against individual landlords, according to Handley. HRI's suit in New York federal court names close to a hundred defendants. Its New Jersey suit names almost 30.

"This is a problem throughout the industry," Handley explained. "And so that's why these lawsuits have named in many cases dozens of defendants in an effort to try to take on the problem in the industry as a whole, as opposed to one-off landlords."

An Unconstitutional Approach?

Litigation over source-of-income discrimination laws isn't coming just from those looking to enforce those laws, however. Property owners have also challenged the laws as unconstitutional.

According to Curtis Johnson, an attorney with [Bond Schoeneck & King PLLC](#) who represents landlords being sued by the New York State attorney general, requiring landlords to accept Section 8 vouchers violates the Fourth Amendment's protection against warrantless searches, since the Section 8 program requires landlords to give New York's Public Housing Authority and the [U.S. Department of Housing and Urban Development](#) "unfettered" access to their properties and records.

"Signing a [Housing Assistance Payments] contract amounts to a waiver of the landlord's Fourth Amendment right to be free from warrantless governmental search and seizure, because there is no

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provision of the Section 8 statute or rules and regulations that requires the PHA or HUD to get a warrant before conducting a search," Johnson said.

Source-of-income discrimination laws also amount to an unconstitutional taking in violation of the Fifth and 14th Amendments and attempt to limit and compel speech in violation of the First Amendment, Johnson argues.

In June, a state judge agreed with Johnson and his clients' Fourth Amendment claims.

"By requiring landlords to accept Section 8 vouchers, the source of income antidiscrimination statute necessarily compels landlords to consent to warrantless searches of their properties," New York Supreme Court Justice Mark G. Masler said in his ruling.

"A Worthy Goal," but Tactics in Question

Other landlords take issue not with the laws or their purpose, but with how some advocacy groups go about trying to enforce them.

While organizations like HRI have "a worthy goal," they try to achieve that goal by using testers to make phone calls to those offering apartments for rent, said Jay B. Solomon of [Belkin Burden Goldman LLP](#), who represents multiple defendants in HRI's New York suit. But many of the entities they call end up being real estate brokers rather than landlords, Solomon said.

"They're essentially cold-calling any broker that may have listed a property. But these brokers may have gotten the listing from a multiple listing source or perhaps some sort of broad-based email blast," Solomon explained. "And what we've found is very often these brokers don't represent the ownership, they actually represent the tenants."

Meanwhile, Solomon said, his clients don't discriminate based on source of income — they accept Section 8 vouchers, and have Section 8 tenants in their buildings. By showing that to be true, Solomon has managed to get the claims against some of his clients discontinued, he said, while others have settled for nominal oversight and damages.

Even HRI's Carr and the National Housing Law Project's Thrope acknowledge that government policy could have more impact on voucher holder discrimination than private lawsuits.

For instance, housing authorities could offer landlords financial incentives to participate in the program and make that participation easier by speeding up inspections of units rented to Section 8 tenants, which currently can take weeks, according to Thrope.

And the government could do more to enforce the source-of-income laws themselves, Carr said.

"At the end of the day, the path to victory on combating housing discrimination doesn't run through

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nonprofits like ours — it runs through governmental enforcement agencies, which have significantly larger budgets and an obligation to tenants, taxpayers and the economy to eradicate the abominable and destructive practice of housing discrimination," Carr said.

Educating Landlords

Ultimately, however, housing advocates hope these lawsuits will help voucher holders find housing by putting landlords on notice of the laws against discrimination.

Part of the settlement agreements Handley reaches with landlords, for instance, include "robust" fair housing training as well as agreements to set aside units that are prioritized for voucher holders and increase the commissions landlords pay brokers who rent to voucher holders, Handley explained.

And the cases brought against large numbers of landlords — or larger landlords that own multiple properties — are especially likely to have an impact, according to attorneys.

"Just the fact that these cases are being publicized, it has a beneficial effect on the overall housing community because it will educate both ownership and brokers of their obligations under the law and the prohibitions against discriminating based upon source of income," Solomon said.

Morse and Melasi hope their lawsuit will have that impact in Ann Arbor.

"Ann Arbor is an incredible city — the schools, public transportation and other amenities are great," Melasi said. "This lawsuit is important because these offerings should be available to all people, including low-income individuals and families."

"That is the purpose of housing choice vouchers and what they help make possible," Melasi added, "but only if landlords are stopped from discriminating against the people using them."

--Editing by Alanna Weissman and Kelly Duncan. Graphics by Ben Jay.

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