

BIRMINGHAM CITY COMMISSION AGENDA
NOVEMBER 13, 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 Clerk's Office would like to thank all of the Election Inspectors and City Staff that helped conduct a safe and successful November 7th Local Election. We appreciate all of the 5,108 voters who participated by voting early, absentee, or in-person voting. 27.18% of Birmingham registered voters participated, which exceeds the Oakland County turnout average of 24.21%. Unofficial results are available at oakgov.com/elections under the November election tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

Recognition of Outgoing City Commissioners

- Commissioner Pierre Boutros

Commissioner Transition

Administration of Oath to Elected Officials

- A. Administration of Oath of Office to City Commissioners
- B. Administration of Oath of Office to Library Board Members

Organization of City Commission

- A. Election of Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.
- B. Election of Mayor and Mayor Pro Tem:
 - 1. Acceptance of nominations for Mayor from City Commissioners
 - 2. Election of Mayor
 - 3. Acceptance of nominations for Mayor Pro Tem from City Commissioners
 - 4. Election of Mayor Pro Tem
- C. Oath of Office to Mayor and Mayor Pro Tem
- D. Comments by newly elected Mayor and Mayor Pro Tem
- E. Presentation to outgoing Mayor Commissioner Longe by new Mayor
- F. Comments by Commissioner Longe

INTERMISSION

APPOINTMENTS

- G. Appointment of _____, Mayor, to the Retirement Board.
- H. Appointment of _____, Mayor Pro Tem, to the Retirement Board.
- I. Appointment of _____, Mayor, to the Retirees Health Care Fund Committee.
- J. Appointment of _____ (Mayor or his/her assignee), to the Triangle District Corridor Improvement Authority. *Member shall be appointed by the Mayor, subject to approval by the City Commission.*
- K. Appointment of _____, to SEMCOG as Delegate. *Must be an elected official.*
- L. Appointment of _____, to SEMCOG as Alternate. *May be an elected official, staff or individual selected by the member.*

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 October 16, 2023.
- B. Resolution to approve the Joint City Commission and Planning Board Workshop meeting minutes of October 23, 2023.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 19, 2023 in the amount of \$1,682,752.91.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 26, 2023, in the amount of \$2,941,905.02.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 2, 2023, in the amount of \$1,182,947.32.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 9, 2023, in the amount of \$773,010.36.
- G. Resolution to approve a request from the Chabad Jewish Center of Bloomfield Hills to hold the 2023 Menorah Lighting special event on Monday, December 11, 2023 with the Menorah to remain in Shain Park through Sunday, December 31, 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.
- H. Resolution to renew the I.T. Services Interlocal Agreement and to request the Mayor and City Clerk to sign the agreement on the City's behalf.
- I. Resolution to approve a 1 year Performance Resolution with the Michigan Department of Transportation (MDOT) for Municipalities as written on MDOT Form 2207B (05/21), and

authorizing staff holding the following positions to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham; Director of Public Services, Parks and Recreation Manager, Public Services Manager, Parks and Forestry Foreman and Assistant Foreman, Streets Sewer and Water Foreman, Assistant Director of Engineering and City Engineer. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution for Municipalities form required for the Annual Permit on behalf of the City.

J. Resolution to set a public hearing date of December 18, 2023 to consider the adoption of the 2024-2028 Parks and Recreation Master Plan.

K. Resolution to approve the agreement between the City of Birmingham and Oakland County Parks and Recreation for a \$25,000.00 pre-development grant award for the Booth Park section of trail improvements. In addition, to authorize the Mayor to sign the agreement on behalf of the City.

L. Resolution to appropriate and amend the 2023-2024 General Fund budget for the OHSP grant award as follows:

Revenues:		
101.0-000.000-503.0000	Federal Grant Revenue	\$80,190
Expenditures:		
101.0-301.000-702.0002	Public Safety - Police Overtime	\$28,550
101.0-301.000-971.0100	Public Safety - Capital Outlay	\$51,640
	Total Expenditures	\$80,190

M. Resolution to appropriate and amend the 2023-2024 Allen House budget as follows:

Revenues:		
101.0-000.000-400.0000	Draw from Fund Balance	\$8,830
Expenditures:		
101.0-804.002-811.0000	Recreation & Culture - Allen House	\$8,830

N. Make a motion adopting a resolution to appropriate and amend the 2023-2024 General Fund budget as follows:

Revenues:		
Draw from Fund Balance	101.0-000.000-400.0000	\$5,630
Expenditures:		
Recreation and Culture – Allen House	101.0-804.002-811.0000	\$5,630

O. Make a motion adopting a resolution to appropriate and amend the 2023-2024 Birmingham Shopping District (BSD) budget as follows:

Revenues:		
Draw from BSD fund balance	235.0-000.000-400.0000	\$25,000.00

Expenditures:
Community and Economic Development 235.0-720.000-888.0000 \$25,000.00

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- A. Public Hearing to amend Chapter 126 (Zoning), Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District in the basement level and floors two and above.
 - 1. Resolution to approve the proposed ordinance amendments to Chapter 126 (Zoning), Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District on the basement level and floors two and above.
- B. Resolution to approve the Daxton Hotel Lease Agreement and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- C. 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.
- D. Commission discussion on items from a prior meeting.
 - 1. Continental Design Crosswalks Standard Update
 - 2. Restricted Parking Signage and Markings

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Historic Home Petition – 211 Puritan
- B. Email dated October 15, 2023 from Frank Colasonti Jr. and James B. Ryder regarding walls
- C. Email dated October 18, 2023 regarding HB 4956

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Board of Review
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Ice Arena Financial
 - 2. August 24, 2023 Rain Event Flooding Abatement and Infrastructure Update
 - 3. BSD Business Recruitment Strategy, Market Analysis and Business Mix

INFORMATION ONLY

XI. ADJOURN

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

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

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

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

Birmingham City Commission Minutes
October 16, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/874942723>

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, Assistant City Manager Clemence, City Engineer Coatta, Assistant City Manager Fairbairn, Finance Director Gerber, Police Captain Kearney, City Attorney Kucharek, Department of Public Services Director Zielinski

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

Announcements

- Moment of silence for Israel
- Registered voters in the City of Birmingham will be receiving a postcard soon with information about early voting.

Early Voting Dates:

Saturday	10/28	8:30 a.m. to 4:30 p.m.
Sunday	10/29	8:30 a.m. to 4:30 p.m.
Monday	10/30	8:30 a.m. to 4:30 p.m.
Tuesday	10/31	8:30 a.m. to 4:30 p.m.
Wednesday	11/1	8:30 a.m. to 4:30 p.m.
Thursday	11/2	12:00 p.m. to 8:00 p.m.
Friday	11/3	8:30 a.m. to 4:30 p.m.
Saturday	11/4	8:30 a.m. to 4:30 p.m.
Sunday	11/5	8:30 a.m. to 4:30 p.m.

Early Voting Locations:

- Bloomfield Township Public Library, 1099 Lone Pine Rd. Bloomfield Hills, MI 48302
- Waterford Oaks Activities Center, 2800 Watkins Lake Road, Waterford, MI 48328

Absentee Ballots

Absentee ballots are available at the City Clerk’s office by mail until Friday, November 3, 2023 or in person until 4:00 p.m. on Monday, November 6, 2023.

Extra Office Hours for Voters

The City Clerk’s Office will be open on Saturday, November 4, 2023 from 8:00 a.m.- 4:00 p.m. for your last minute absentee voting needs.

Election Day – Tuesday, November 7, 2023

All Birmingham voting locations will be open from 7:00 a.m. - 8:00 p.m. on Election Day.

Voters with questions about their polling location and registration status should visit mi.gov/vote, email elections@bhamgov.org, or call the Clerk’s Office at 248-530-1880.

- Springdale Golf Course has closed for the season. Discounted fall rates are in effect at Lincoln Hills Golf Course, which is now open to everyone – no membership required. Visit bhamgov.org/golf for more information.

Appointments

10-237-23 Birmingham Shopping District

MOTION: Nomination by Commissioner Boutros:

To concur with the City Manager’s appointment of returning board members Zachary Kay (business representative in the BSD), Michael McKenzie (resident from adjacent neighborhood) and Sam Surnow (nominee of a business located with the BSD and with an interest in property located in the BSD), as well as the City Manager’s appointment of a new board member, Michele Taddei, (representative of a business that owns greater than 5% of the total square footage of assessed property located in District 1 of the BSD), with each to serve a 4 year term expiring November 16, 2027.

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

Nays, None

10-238-23 Ad Hoc Aging in Place

MOTION: Nomination by MPT McLain:

To appoint Jay Reynolds to the Ad Hoc Aging in Place Committee as alternate member to serve a term consistent with regular members to expire January 31, 2025.

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

Nays, None

10-239-23 Public Arts Board

The Commission interviewed Elaine Carey for the appointment.

MOTION: Nomination by Commissioner Host:

To appoint Elaine Carey to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2026.

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

Nays, None

10-240-23 Board of Zoning Appeals

The Commission interviewed Nicole Braddock for the appointment.

MOTION: Nomination by Commissioner Host:

To appoint Nicole Braddock as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire February 18, 2026.

VOICE VOTE: Ayes, Commissioner Host
Commissioner Boutros
Commissioner Schafer

Nays, MPT McLain

Mayor Longe
Commissioner Haig
Commissioner Baller

CC Bingham swore in the present appointees. It was noted that absent appointees would be sworn in at a later date.

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

V. CONSENT AGENDA

10-241-23 Consent Agenda

The following items were pulled from the Consent Agenda:

Commr. Haig:	Item I – Cole Street Parking
Commr. Schafer:	Item L – Redding Road Project #9-23 (S) Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sidewalk Special Assessment District (S.A.D.)
Commr. Baller:	Item K – Street Sweeper Purchase
MPT McLain:	Item G – Credit Limit – City Credit Card

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To move the Consent Agenda excluding Items G, I, K, and L.

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

Nays, None

- A. Resolution to approve the City Commission Workshop meeting minutes of October 2, 2023.
- B. Resolution to approve the City Commission meeting minutes of October 2, 2023.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 5, 2023 in the amount of \$1,114,020.01.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 12, 2023, in the amount of \$1,403.677.43.
- E. Resolution to approve the FY 2024 Emergency Management Performance Grant Work Agreement and approve the awarded FY 2023 EMPG/ARPA funds totaling \$30,454.00. Further, to direct the Mayor to sign the agreements on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire

Chief as the sub-recipient authorized representative in order to sign any related EMPG documents on the City's behalf.

- F. Resolution to approve the Oakland County Incident Management Team Interlocal Agreement between Oakland County and the Birmingham Fire Department. In addition, to authorize the Fire Chief to sign the Agreement on behalf of the Birmingham Fire Department.
- H. Resolution to set November 27, 2023 as the public hearing date for the Program Year 2024 Community Development Block Grant Program.
- J. Resolution to install a yield sign on Brandon St. at the Shirley Rd. approach.

10-242-23 Credit Limit – City Credit Card (Item G)

The Commission summarized the item for the public.

MOTION: Motion by MPT McLain, seconded by Commissioner Host:
To approve an increase to the City's credit card limit to \$45,000.

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

Nays, None

10-243-23 Cole Street Parking (Item I)

It was stated that painting the curbs yellow could be considered and that Staff could determine why yellow is used instead of red.

Commissioner Baller stated the City should have a policy regarding how it indicates no parking areas in mixed used districts.

The Mayor indicated that such a policy would be worth consideration.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Boutros:
To prohibit parking on the south side of Cole St. between S. Eton St. and Commerce St. and to direct staff to install no parking signs in this area.

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

Commissioner Boutros
Commissioner Baller

Nays, None

10-244-23 Street Sweeper Purchase (Item K)

Commissioner Baller said he wanted to make note of the expenditure for the public, given the amount.

It was determined that there would be a naming competition for the street sweeper.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To approve the purchase a 2023 Street Sweeper from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MI-Deal Contract #071B7700091, in an amount not to exceed \$303,647.00, upon the completion of signed contract by Bell Equipment. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2023-2024 Auto Equipment Fund account #661.0-441.006.971.0100.

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

Nays, None

10-245-23 Redding Road Project #9-23 (S) Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sidewalk Special Assessment District (S.A.D.) (Item L)

Commissioner Schafer noted this project would be filling in a sidewalk gap on Redding and said the City would continue in its efforts to reduce sidewalk gaps in the City.

Commissioner Baller questioned whether listing items regarding road improvements on the consent agenda was appropriate. He said that increased awareness and discourse around similar items would be beneficial.

MOTION: Motion by Commissioner Schafer, seconded by Commissioner Boutros:
To set a Public Hearing of Necessity for installing sidewalk, meeting the requirements for assessment, for all properties within the project area on Redding Road between Lake Park Drive and Woodward Ave. on Monday, November 27, 2023, at 7:30 P.M.;

And,

If necessity is determined on November 27, 2023, to meet on Monday, December 4, 2023, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for sidewalk installation meeting the requirements for assessment, for all properties within the project area on Redding Road between Lake Park Drive and Woodward Ave.

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

Nays, None

VI. UNFINISHED BUSINESS

10-246-23 Baldwin House Parking Costs to Tenants

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

Commissioner Baller recommended that Staff's research on the Baldwin House be shared with the Birmingham Museum.

It was decided that Staff would communicate the outcome of these efforts directly to Baldwin House resident representatives.

The Mayor explained that this effort demonstrated that Staff takes residents' concerns seriously and endeavors to address issues equitably and with great care when they arise. She noted that \$66,800 would be returned to residents as a result of this work.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To direct the City Attorney to work with the Finance Director to issue checks to the Baldwin House residents who paid for parking at the Chester Street deck when parking should have been provided free of charge.

Commissioner Boutros thanked CA Kucharek.

Commissioner Host said the equitable resolution was worth the wait.

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

Nays, None

VII. NEW BUSINESS

10-247-23 Birmingham Towers Construction Staging and Construction Coordination Agreement

CE Coatta presented the item and Staff answered informational questions from the Commission.

Commissioner Boutros said he was comfortable with how the agreement was written. He noted that the agreement would also not adversely affect drivers or any nearby businesses.

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To approve a Construction Staging Area and Construction Coordination Agreement with Markus Management Group, LLC and The Alan Group for the coordination of construction activities related to 479 S. Old Woodward on Hazel Street and S. Old Woodward and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

Public Comment

A member of the development team thanked City Staff for their work on the item.

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

Nays, None

Green Infrastructure: Sustainable and Biodiverse Landscaping

DPSD Zielinski presented the item showcasing the city's sustainability efforts on our public property and Staff answered informational questions from the Commission.

Commissioner comments were as follows:

- It would be beneficial to consider a longer-term, natural way of increasing water drainage along Lot #6;
- There might be opportunities to recruit volunteers to work on some of the City's sustainability projects;
- The rain garden in Adams Park is a good example of collaboration between City Departments and Boards on sustainability efforts;
- Providing residents with information on sustainable landscaping and encouraging developers to landscape more sustainably would both be useful;
- This presentation could be adapted for the next DPS Open House and for Birmingham newsletters;

- It might be useful for the City to hire more part-time Staff to increase the City’s capacity for sustainability projects; and,
- The City should enter into dialogue with religious institutions, private schools, and the public school district to encourage more sustainability-minded decisions.

Commission Items for Future Discussion

The Commission asked that Staff and/or the Planning Board consider potential regulations for the newly installed sports court on Lakeside as described in an email by resident Kip Cantrick.

The Commission asked Staff to bring up yellow curbs as part of a future discussion regarding crosswalk standards.

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports

MPT McLain shared that she and Commissioner Haig’s family attended the Fire Department’s Open House.

Commissioner Schafer noted that the Fire Department was selling shirts to benefit breast cancer charity and encouraged residents to purchase the shirts.

Commissioner Haig recommended the City film the Fire Department’s CPR process for residents to watch. He also recommended the City find a way to demonstrate the capabilities of the Police Department drone.

B. Commissioner Comments

MPT McLain stated she would be attending the upcoming MML conference and noted that Maple, the City’s therapy dog, had graduated from training.

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

D. Legislation

E. City Staff

1. City Manager’s Report

CM Ecker presented the report and explained the draft agenda for the upcoming joint Commission-Planning Board meeting.

XI. ADJOURN

Mayor Longe adjourned the meeting at 9:22 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

Birmingham City Commission-Planning Board
October 23, 2023
Department Of Public Services – 851 S. Eton
7:30 p.m.
Vimeo Link: <https://vimeo.com/875713393>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Therese Longe called the meeting to order at 7:30 p.m.

II. ROLL CALL

Commission

ROLL CALL:

Present:

Mayor Longe
Mayor Pro Tem McLain
Commissioner Baller
Commissioner Boutros
Commissioner Haig
Commissioner Host

Absent:

Commissioner Schafer

Planning Board

ROLL CALL:

Present:

Robin Boyle
Bert Koseck
Daniel Share
Janelle Whipple-Boyce
Bryan Williams
Nasseem Ramin, alternate

Absent:

Chair Scott Clein
Stuart Jeffares
Jason Emerine, alternate
Asher Kaftan, student
Matthew Wiegand, student

Staff: City Manager Ecker; City Clerk Bingham, Planning Director Dupuis, City Attorney Koleci

III. PUBLIC COMMENT

The City of Birmingham welcomes public comment limited at the Mayor's discretion to allow for an efficient meeting. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, state your name for the record, and direct all comments or questions to the presiding officer.

Frank Colosanti, Jr. made a comment critical of some of the kinds of construction allowed by ordinance, and in support of affordability and aging in place.

IV. DISCUSSION TOPICS

PD Dupuis presented the items. Staff answered informational questions from the Commission.

A. Short-term Zoning Ordinance Modifications and Next Steps

Commissioner and Board member comments were as follows:

- In the case of properties that do not comply with the ordinance, the City should review its processes and specify consequences;
- The ordinance should continue to be modified to promote aging in place;
- The Planning Board is an extremely professional board and deserves commendation;
- The Planning Board should feel empowered to explore and address planning-related topics as it sees fit, and to then make planning-related recommendations to the Commission;
- Single family homes are mostly only evaluated for ordinance and code compliance. Their designs are not assessed by the City in most cases, and single family homes very rarely appear before the Planning Board;
- For the 2040 Plan, it would be appropriate for the Planning Board to consider how best to structure implementation, and to proffer preliminary recommendations to the Commission in March 2024;
- It might be appropriate to consider quarterly reports from the Planning Board to the Commission, to be presented by the Planning Director, during which the Commission could provide feedback if necessary;
- Each recommendation from the 2040 Plan would be reviewed at both the Planning Board and the Commission before implementation;
- The Commission would have an opportunity to weigh in on priorities from the 2040 Plan in March 2024;
- The Planning Board should review how best to implement the 2040 Plan recommendation that there be efforts to maintain the character of each neighborhood;
- Certain aspects of single family residential design are legislated within the ordinance;
- It would be useful to have consultants in to educate the Planning Board on how other communities implement single family residential design standards, and for both the Planning Board and Commission to discuss what might be appropriate for those standards;
- Alternatively, it might not be worthwhile to legislate style or design guidelines for single family residences. The demolition of older homes tends not to represent a significant loss to the City, and the new builds tend to represent what residents want;
- Part of Birmingham's uniqueness is its diversity of architectural styles;
- The Commission's commendation of the Planning Board was appreciated;
- The Commission should understand that many items in the 2040 Plan would affect the City in a holistic way but would not be driven by Planning Board decisions;
- If the Planning Board is tasked with making recommendations for implementation of the 2040 Plan, the Commission should understand that some of those recommendations would likely include recommendations for Commission actions, unless there was Commissioner discomfort with that aspect of the process;
- It would be valuable for the Commission to have joint meetings with other City boards;
- The deliverables from the present meeting will include the Planning Board's recommendations on addressing the smaller actions and on implementing the 2040 Plan;
- In terms of process, it will be important for the City to create ordinances that reflect the 2040 Plan's goals;
- It might be useful for some Planning Board members, Building Department Staff, Planning Department Staff, and professionals that work in the City to provide and review recommendations on ways the City's ordinances could be improved;
- It is important to remember that interpretations of ordinances and plans evolve over time, and that changes to the ordinances can be made based on those evolving understandings.

It would not be possible for all eventualities to be foreseen when initially writing ordinances, however, and that should not be expected; and,

- Improving the ordinances vis-a-vis the neighborhoods is important as well.

It was stated that the Planning Department would have a spreadsheet that could be viewed by the public in order to indicate the City's progress in implementing the 2040 Plan.

Public Comment

David Bloom made comments in support of making the City's ordinances, and enforcement of said ordinances, more simple, clear, and consistent.

Jodee Gibson made a comment regarding signage asking drivers to slow down.

B. Sustainability

Commissioner and Board member comments were as follows:

- All boards across the City should consider sustainability as part of their work;
- Some ostensible sustainability improvements are actually more resource-intensive than normal practices. It would be important to discern the difference between improvements that seem sustainable and improvements that are sustainable;
- Sustainability could be encouraged through different mechanisms, including changing the tax code to encourage renovations over demolitions;
- While the Planning Board is invested in promoting sustainability, it would be helpful for the Planning Board to collaborate with the Ad Hoc Environmental Sustainability Board to learn more about appropriate planning-related sustainability strategies. This collaboration could include joint meetings between the two boards;
- The City should explore ways of allowing residents to have front yards that are more sustainable than traditional lawns;
- The City should explore the creation of a landscaper code of conduct;
- The City should explore which sustainability goals would be easy to achieve and/or yield significant impact;
- Climate change is presently advancing faster than most governments are addressing it, and Birmingham should aim to deviate from that trend;
- PD Dupuis seems to be functioning as the de facto sustainability czar, and perhaps should be appointed as such; and,
- Maintaining existing buildings and infrastructure, requiring long-lasting construction materials, and encouraging or requiring systems that slow rainwater's entry into the sewer systems are some ways of promoting sustainability in the City.

Public Comment

David Bloom made comments regarding sustainability topics including support for increased pervious surface requirements.

Commissioner Boutros noted this would be his last joint meeting with the Planning Board and thanked each Planning Board member for their work on the Board.

The Mayor thanked the Planning Board for their work as well.

V. COMMUNICATIONS

VI. ADJOURN

Seeing no further comment, Mayor Longe adjourned the meeting at 9:28 p.m.

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
294601		BDREFUND	ADVOCATE CONSTRUCTION	100.00
294602	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
294603		003708	AIRGAS USA, LLC	357.51
294604		BDREFUND	AR SAMONA CONSTRUCTION	300.00
294605		000500	ARTECH PRINTING INC	1,006.00
294606		BDREFUND	BABI CONSTRUCTION INC	3,500.00
294607	*	000843	BAKER & TAYLOR BOOKS	16.24
294608		009213	BAYSCAN TECHNOLOGIES	752.00
294609		BDREFUND	BAZO CONSTRUCTION	100.00
294610	*	001282	BEAR PACKAGING & SUPPLY INC	527.40
294611	*	004931	BIDNET	1,482.55
294612		BDREFUND	BLOOMFIELD CONSTRUCTION CO	100.00
294613		BDREFUND	BOBSON CONSTRUCTION	100.00
294614		003526	BOUND TREE MEDICAL, LLC	43.51
294615		BDREFUND	BOWEN PAVING	100.00
294616	*	006520	BS&A SOFTWARE, INC	205.00
294617		003907	CADILLAC ASPHALT, LLC	472.16
294618	*	009078	CANON SOLUTIONS AMERICA INC	4,812.20
294619		008959	CASS COLLISION CLAWSON, INC	1,420.40
294620	*	000444	CDW GOVERNMENT INC	123.50
294621		BDREFUND	CITI ROOFING CO	1,600.00
294622	*	000912	MARK CLEMENCE	44.54
294623		BDREFUND	COMPLETE HOME IMPROVEMENT	2,000.00
294624		BDREFUND	COUTURE DESIGN GROUP	500.00
294625		BDREFUND	COY CONSTRUCTION INC	100.00
294626		009024	THE D.M. BURR GROUP	4,819.00
294627	*	MISC	DAVID PALLONE	587.00
294628		009309	DEALER AUTO PARTS	243.87
294629		001555	DIXON ENGINEERING INC	4,131.75
294630	*	000179	DTE ENERGY	31.73
294631	*	000179	DTE ENERGY	36.70
294632	*	000180	DTE ENERGY	59,830.44
294633		009340	DVM UTILITIES	23,440.00
294634		004493	ELITE IMAGING SYSTEMS, INC	646.19
294635		BDREFUND	Envision Carpentry & Construction	100.00
294636		001495	ETNA SUPPLY	3,000.00
294637		BDREFUND	EUROCRAFT BUILDERS & REMODELER	1,000.00
294638		BDREFUND	FORTUNA CONSTRUCTION	200.00
294639		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
294640	*	004604	GORDON FOOD	182.27
294641	*	008007	GREAT LAKES WATER AUTHORITY	8,288.28
294642		BDREFUND	GREEN ELECTRICAL SYSTEMS	400.00

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294643		BDREFUND	GRENNAN CONSTRUCTION	100.00
294644		000249	GA BUSINESS PURCHASER LLC	263.58
294645		001447	HALT FIRE INC	58.89
294646		003132	HASTINGS AIR-ENERGY CONTROL INC	810.00
294647		008613	HENRY FORD HEALTH SYSTEM	540.00
294648	*	001956	HOME DEPOT CREDIT SERVICES	420.49
294649		BDREFUND	HOME DEPOT USA INC	500.00
294650	*	009563	HOWIES HOCKEY INC	321.28
294651		BDREFUND	HRH CONSTRUCTION LLC	400.00
294652		000948	HYDROCORP	5,775.00
294653	*	008433	INFO TECH INC	1,200.00
294654		001090	INGRAM LIBRARY SERVICES	15,417.13
294657	*	001798	BRUCE JOHNSON	276.41
294658		BDREFUND	JR VERVISCH BUILDING COMPANY	2,213.54
294659		MISC	KALAMAZOO PUBLIC LIBRARY	13.95
294660		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,269.00
294661	*	000362	KROGER COMPANY	389.28
294662		BDREFUND	LAKEVIEW HTG PLBG WATERPROOFING INC	1,000.00
294663	*	009764	LAWSON PRODUCTS, INC.	38.95
294664		BDREFUND	LEVINE & SONS INC	1,000.00
294665		009375	LITHIA MOTORS, INC SUPPORT SERVICES	3,857.00
294666	*	UBREFUND	LIVE WELL CUSTOM HOMES LLC	68.93
294667		BDREFUND	M & L YEAR ROUND SOLUTIONS INC	570.00
294668	*	008248	MALWAREBYTES, INC	4,357.50
294669		BDREFUND	Maple Willits, LLC	100.00
294670		BDREFUND	MARCUS, SCOTT	100.00
294671		UBREFUND	MARIA KARIBIAN	374.08
294672	*	009546	MASTERS TELECOM	68.79
294673		000888	MCKENNA ASSOCIATES INC	41,058.38
294674	*	000972	MCKESSON MEDICAL-SURGICAL	3,940.66
294675	*	000369	MCFI	1,039.96
294676		BDREFUND	METROPOLITAN CONCRETE CORP	100.00
294677	*	006461	MID AMERICA RINK SERVICES	2,322.13
294678		BDREFUND	MILLCREEK CONSTRUCTION MGMT CO	2,000.00
294679		BDREFUND	MR ROOF HOLDING CO LLC	100.00
294680	*	006785	OVERDRIVE, INC.	15,531.78
294681		009151	PARAGON LABORATORIES INC	125.00
294682		BDREFUND	PATEL, RIKEN	100.00
294683		002518	PITNEY BOWES INC	199.17
294684	*	008028	PK SAFETY SUPPLY	656.00
294685	*	000486	PLANTE & MORAN PLLC	57,500.00
294686		009612	PLAYAWAY PRODUCTS LLC	485.92
294687		BDREFUND	PRESERVATION AND RENOVATION	200.00

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Check Number	Early Release	Vendor #	Vendor	Amount
294688		009614	PROGRESSIVE PLUMBING SUPPLY CO	563.19
294689	*	007797	QUADIENT LEASING USA, INC.	452.97
294690		004137	R & R FIRE TRUCK REPAIR INC	1,130.51
294691		009666	RAM CONSTRUCTION SERVICES OF MICHIG	203,983.20
294692	*	007252	RAY WIEGAND'S NURSERY INC.	9,838.50
294693	*	005379	RED WING BUSINESS ADVANTAGE ACCT	175.00
294694		003447	RAFT	950.00
294695		000492	REGISTER OF DEEDS	30.00
294696		BDREFUND	RENEWAL BY ANDERSEN	500.00
294697		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
294698		BDREFUND	SAL DEVELOPMENT	200.00
294699		BDREFUND	SCHOENHERR HOMES LLC	200.00
294700		009178	SERVICE GLASS COMPANY INC	1,803.20
294701		BDREFUND	SILBERGLEIT, RICHARD	200.00
294702		BDREFUND	SMOLYANOV HOME IMPROVMENT	200.00
294703		000260	SPARTAN DISTRIBUTORS INC	237.46
294704		BDREFUND	STERLING CONSTRUCTION & ROOFING	200.00
294705		BDREFUND	STEWART BUILDING	400.00
294706		006556	STO-COTE PRODUCTS, INC.	1,937.32
294707		004544	STRYKER SALES CORPORATION	99.60
294708		BDREFUND	SUN AND FUN POOLS	300.00
294709		BDREFUND	SUNNYSIDE LANDSCAPING	100.00
294710		BDREFUND	SUPREME DECKS	200.00
294711		BDREFUND	SYROWIK, JUSTIN M	100.00
294712		BDREFUND	TALIA CUSTOM HOMES	1,000.00
294713	*	001076	TAYLOR FREEZER OF MICH INC	325.00
294714		BDREFUND	TECHHOME BUILDING CO., LLC	1,575.00
294715		007115	TERMINIX PROCESSING CENTER	944.44
294716		000275	TIRE WHOLESALERS CO INC	1,487.75
294717		009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,201.18
294718		004379	TURNER SANITATION, INC	125.00
294718	*	004379	TURNER SANITATION, INC	947.35
294719	*	001279	US FIGURE SKATING ASSOC.	609.17
294720	*	004580	V.I.L. CONSTRUCTION, INC.	593,995.99
294721	*	000293	VAN DYKE GAS CO.	184.80
294722	*	000158	VERIZON WIRELESS	149.49
294723	*	000158	VERIZON WIRELESS	49.14
294724	*	000158	VERIZON WIRELESS	308.16
294725		BDREFUND	VERVISCH HOMES	5,000.00
294726		BDREFUND	WALLSIDE INC	500.00
294727		001490	WEST SHORE FIRE INC	264.05
294728	*	008391	XEROX CORPORATION	70.70
294729		BDREFUND	ZAREMBA & COMPANY	100.00

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294731	*	008008	JEFF ZIELKE	263.31
SUBTOTAL PAPER CHECK				\$1,128,743.61
<u>ACH TRANSACTION</u>				
9253		008847	ABS- AUTOMATED BENEFIT SVCS, INC	192.95
9253	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	201.31
9254	*	007345	BEVERLY HILLS ACE	31.95
9255		006683	BIRMINGHAM LAWN MAINTENANCE, INC	21,062.00
9256		009183	BOB ADAMS TOWING	435.00
9257		007875	CANFIELD EQUIPMENT SERVICE INC.	865.00
9258		000605	CINTAS CORPORATION	181.89
9259		000605	CINTAS CORPORATION	66.45
9260		000605	CINTAS CORPORATION	389.23
9261	*	009436	CITY OF BIRMINGHAM #253	13,096.71
9262		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
9263		000565	DORNBOS SIGN & SAFETY INC	2,174.40
9263	*	000565	DORNBOS SIGN & SAFETY INC	1,752.50
9264		003801	JANA ECKER	74.36
9265	*	004574	FAIR-WAY TILE & CARPET, INC.	315.00
9266		000213	FIRE DEFENSE EQUIP CO INC	52.16
9267		007807	G2 CONSULTING GROUP LLC	17,905.38
9267	*	007807	G2 CONSULTING GROUP LLC	26,858.20
9268	*	000243	GRAINGER	949.91
9269		007927	MICHELLE HOLLO	892.50
9270		000331	HUBBELL ROTH & CLARK INC	79,112.73
9271	*	008378	THE HUNTINGTON NATIONAL BANK	500.00
9272	*	007870	J.C. EHRLICH CO. INC.	162.84
9273		000261	J.H. HART URBAN FORESTRY	60,799.41
9274		009249	JCC CREATIVE LLC	450.00
9275	*	003458	JOE'S AUTO PARTS, INC.	1,852.68
9276	*	004085	KONE INC	2,086.45
9277	*	003404	LADUKE ROOF.& SHT.METAL CORP	14,325.00
9278	*	009385	LAW OFFICE OF MICHAEL J. DICK	300.00
9279		005550	LEE & ASSOCIATES CO., INC.	748.33
9280	*	003527	LOWER HURON SUPPLY CO INC	729.35
9281		004879	MOTOROLA SOLUTIONS INC	13,822.40
9282		004879	MOTOROLA SOLUTIONS INC	950.00
9283	*	001035	MUNICIPAL EMERGENCY SERVICES INC	282.39
9284	*	009276	NEWTONS SOLUTIONS LLC	3,000.00
9285	*	007856	NEXT	210.00
9286		001864	NOWAK & FRAUS ENGINEERS	50,642.12
9287	*	006359	NYE UNIFORM COMPANY	598.95
9288	*	002767	OSCAR W. LARSON CO.	239.00
9289	*	006853	PAUL C 50 PLUMBING INC	1,655.50

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Check Number	Early Release	Vendor #	Vendor	Amount
9290	*	000897	PRINTING SYSTEMS INC	4,177.88
9291	*	009762	RACHEL MATTI	296.32
9292	*	008875	JESSICA RAK	151.84
9293		006832	SAFEWARE INC.	4,620.00
9294	*	001097	SOCWA	222,428.96
9295		000298	VESCO OIL CORPORATION	95.25
SUBTOTAL ACH TRANSACTION				\$554,009.30
GRAND TOTAL				\$1,682,752.91

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.

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
294732		BDREFUND	220 PARK AVE LLC	1,000.00
294733		008309	ABSOLUTE LOCKSMITHS	225.00
294734	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	7,761.00
294735		009507	AIR HANDLERS SERVICE CORP.	5,500.00
294736		009767	ALFRED BENESCH & COMPANY	1,760.00
294737		000951	ALL AMERICAN CASH REGISTER INC	110.00
294738	*	APSREFUND	ANDREA GAVEY	110.00
294739	*	009765	ANDREW LARDOR UPHOLSTERY	4,500.00
294740		000500	ARTECH PRINTING INC	56.00
294741		006759	AT&T	750.17
294742		006759	AT&T	409.11
294743	*	003703	AT&T MOBILITY	1,191.96
294744	*	009609	BALIAN LEGAL, PLC	624.00
294745	*	APSREFUND	BARBARA CLARK	390.00
294746	*	APSREFUND	BEADA CURRIE	180.00
294747		009568	BEDROCK EXPRESS LTD	657.80
294748		BDREFUND	BEIRNE, MAUREEN E	100.00
294749	*	APSREFUND	BETTY WEINER	230.00
294750		001201	BIRMINGHAM YOUTH ASSISTANCE	10,162.32
294751		003526	BOUND TREE MEDICAL, LLC	193.60
294752		BDREFUND	BRIAN NAJOR	100.00
294753		003907	CADILLAC ASPHALT, LLC	189.41
294754	*	009078	CANON SOLUTIONS AMERICA INC	3,006.50
294755	*	000444	CDW GOVERNMENT INC	999.84
294756		000902	CENGAGE LEARNING INC	708.44
294757	*	APSREFUND	CHAUNCEY WALLS	1,030.00
294758	*	APSREFUND	CHELSEA MACKINDER	875.00
294759	*	APSREFUND	CHRISTIAAN MICHIE	5,555.00
294760		008006	CLEAR RATE COMMUNICATIONS, INC	1,626.09
294761	*	000627	CONSUMERS ENERGY	357.23
294762		008512	COOL THREADS EMBROIDERY	1,010.86
294763		009656	CORBIN DESIGN, INC	3,967.50
294764	*	APSREFUND	DAVID MARTIN	30.00
294765		009309	DEALER AUTO PARTS	230.90
294766	*	009130	DOG WASTE DEPOT	359.94
294767	*	000179	DTE ENERGY	43.48
294768	*	000179	DTE ENERGY	7,196.97
294769		003613	EBSCO INFORMATION SERVICES, INC	51.42
294770	*	APSREFUND	EDNA RIDLEY	4,075.00
294771	*	APSREFUND	ELISABETH FINNELL	8,475.00
294772	*	004615	ENGLISH GARDENS	2,989.93
294773		008139	ENVISIONWARE INC.	585.00

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Check Number	Early Release	Vendor #	Vendor	Amount
294774		000585	FARMINGTON COMM. LIBRARY	1,315.90
294775	*	004604	GORDON FOOD	40.36
294776		009686	GREAT LAKES SOFTWASH, LLC	663.00
294777	*	008007	GREAT LAKES WATER AUTHORITY	8,311.94
294778	*	006666	GRID 4 COMMUNICATIONS INC.	227.81
294779		000726	GUARDIAN ALARM	279.60
294780		003132	HASTINGS AIR-ENERGY CONTROL INC	1,189.22
294781	*	001956	HOME DEPOT CREDIT SERVICES	2,020.77
294782		001040	HOOR MEDIA LLC	35.95
294783		000342	IBS OF SE MICHIGAN	422.47
294784	*	000980	ICE SPORTS INDUSTRY	395.00
294785		002023	IDEAL SHIELD	399.92
294786		008564	JERRY'S TIRE INC	165.00
294787	*	APSREFUND	JOHN CRAWFORD	735.00
294788	*	APSREFUND	JOHN GERMAIN	1,370.00
294789		MISC	JOSEPH REIMANN	13.49
294790		BDREFUND	KARIN STOLLMAN-JOHNSON	100.00
294791	*	APSREFUND	KIM ANGELA GIBSON	4,970.00
294792	*	APSREFUND	KITTY CAIN	4,575.00
294793	*	000362	KROGER COMPANY	222.57
294794		003620	LANGUAGE LINE SERVICES INC	4.00
294795	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	744.00
294796		000797	THE LIBRARY NETWORK	1,876.58
294797	*	009422	ALEX LINKE	191.17
294798	*	APSREFUND	LISBETH RUSSELL	1,825.00
294799		009375	LITHIA MOTORS, INC SUPPORT SERVICES	716.40
294800	*	007521	LUIGI FERDINANDI & SON INC	128,118.70
294801		BDREFUND	MARCUS SCHRENK	100.00
294802	*	APSREFUND	MAUREEN LERNER	800.00
294803		004687	MICHIGAN DEPT. OF TRANSPORATION	67,396.80
294804	*	006461	MID AMERICA RINK SERVICES	8,308.01
294805		007163	MOBILE HEALTH RESOURCES	2,461.43
294806	*	APSREFUND	NANCY MAYER-TOAL	310.00
294807	*	APSREFUND	NICK IMPASTATO	3,925.00
294808		002853	OAKLAND COMMUNITY COLLEGE	1,625.00
294809	*	000477	OAKLAND COUNTY	8,745.50
294810	*	004370	OCCUPATIONAL HEALTH CENTERS	430.00
294811	*	APSREFUND	PATRICIA MCGOON	240.00
294812	*	APSREFUND	PAULA MARY OWEN	1,785.00
294813	*	APSREFUND	PAULA WOOD	955.00
294814	*	009698	PCI INDUSTRIES, INC	553,186.39
294815	*	APSREFUND	PEARLINE BAILEY	1,700.00
294816		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00

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294817		009612	PLAYAWAY PRODUCTS LLC	1,588.22
294818	*	000801	POSTMASTER	2,250.00
294819	*	006625	PTS COMMUNICATIONS, INC	85.80
294820		003447	RAFT	475.00
294821		BDREFUND	ROBERT J SOWLES	100.00
294822	*	APSREFUND	ROBERT SAWICKI	3,850.00
294823	*	APSREFUND	ROSEMARY MONICA	3,435.00
294824		007817	SAND SALES COMPANY LLC	2,333.40
294825	*	APSREFUND	SHARON RUNCO	2,054.00
294826	*	007142	SHERWIN-WILLIAMS COMPANY	239.72
294827		007907	SP+ CORPORATION	5,014.00
294828	*	000260	SPARTAN DISTRIBUTORS INC	718.41
294829		009618	SUPERIOR DIESEAL REPAIR INC	175.00
294830	*	APSREFUND	SVETLANA LUMELSKY	5,080.00
294831	*	009604	THE DETROIT JEWISH NEWS FOUNDATION	85.00
294832		000275	TIRE WHOLESALERS CO INC	467.49
294833	*	MISC	TREASURER, STATE OF NEW JERSEY	100.00
294834		004379	TURNER SANITATION, INC	150.00
294834	*	004379	TURNER SANITATION, INC	85.00
294835	*	005449	UNEMPLOYMENT INS AGENCY	13,397.49
294836	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	27,085.49
294837		007226	VALLEY CITY LINEN, INC	24.00
294838	*	000293	VAN DYKE GAS CO.	215.60
294839	*	000158	VERIZON WIRELESS	365.98
294840	*	000158	VERIZON WIRELESS	89.88
294841	*	000158	VERIZON WIRELESS	98.38
294842	*	009026	WELLS FARGO VENDOR FIN SERV	710.95
294843		008408	WISS, JANNEY, ELSTNER ASSOC. INC	13,200.00
294844		007620	WJE-WISS, JANNEY, ELSTNER ASSOC. INC	37,930.00
294845		005112	WOLVERINE	407.49
SUBTOTAL PAPER CHECK				\$1,014,582.75
<u>EFT TRANSFER</u>				
" "		009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	56,109.49
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	118,066.70
" "		009126	AMAZON CAPITAL SERVICES INC	19.99
" "		009636	HEALTH EQUITY, INC	2,572.61
SUBTOTAL EFT TRANSFER				\$176,768.79
<u>ACH TRANSACTION</u>				
9304	*	002284	ABEL ELECTRONICS INC	849.99
9305		008847	ABS- AUTOMATED BENEFIT SVCS, INC	203.15
9305	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	7,047.93
9306		001797	ALLEGRA MARKETING, PRINT, MAIL	279.60

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9307		000167	ANDERSON ECKSTEIN WESTRICK INC	3,403.00
9308	*	008655	ANGELO IAFRATE CONSTRUCTION	854,861.50
9309	*	000282	APOLLO FIRE EQUIPMENT	2,307.00
9310	*	000517	BEIER HOWLETT P.C.	49.50
9311	*	000517	BEIER HOWLETT PC	18,000.00
9312	*	000517	BEIER HOWLETT PC	20,988.25
9313	*	007345	BEVERLY HILLS ACE	4.49
9314	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	42,124.04
9315	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	200.00
9316	*	003282	LISA MARIE BRADLEY	343.00
9317		009326	CAPFINANCIAL PARTNERS, LLC	22,500.00
9318	*	009122	CLAIRE CHUNG	345.00
9319		000605	CINTAS CORPORATION	336.41
9320		000605	CINTAS CORPORATION	193.31
9321	*	009751	CITY OF BIRMINGHAM #254	58,216.57
9322		001750	COMERICA BANK	1,470.58
9322		001750	COMERICA BANK	303,995.09
9323		003176	COMERICA BANK - RHC	739.83
9323		003176	COMERICA BANK - RHC	98,930.19
9324		002668	CONTRACTORS CLOTHING CO	391.06
9325		001367	CONTRACTORS CONNECTION INC	720.80
9326	*	009195	CROWN CASTLE FIBER LLC	4,648.40
9327	*	009557	ZECO, LLC	550.00
9328	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	204.67
9329		001077	DUNCAN PARKING TECH INC	2,701.86
9330	*	007538	EGANIX, INC.	720.00
9331	*	007807	G2 CONSULTING GROUP LLC	23,067.01
9332	*	000243	GRAINGER	151.66
9333	*	001663	SCOTT GREWE	576.14
9334	*	001672	HAYES PRECISION INC	90.00
9335		000261	J.H. HART URBAN FORESTRY	34,356.02
9336	*	002576	JAX KAR WASH	90.00
9337	*	003458	JOE'S AUTO PARTS, INC.	1,067.53
9338	*	008827	KANOPY, INC	447.10
9339	*	007827	HAILEY R KASPER	623.00
9340	*	000891	KELLER THOMA	371.25
9341	*	005876	KROPF MECHANICAL SERVICE COMPANY	504.54
9342		005550	LEE & ASSOCIATES CO., INC.	922.00
9342	*	005550	LEE & ASSOCIATES CO., INC.	242.55
9343		002013	MIDWEST TAPE	9,768.94
9344	*	007306	MARK MISCHLE	349.00
9345		007755	NETWORK SERVICES COMPANY	1,480.64
9346		009276	NEWTONS SOLUTIONS LLC	800.00

City of Birmingham
Warrant List Dated 10/26/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
9347		001864	NOWAK & FRAUS ENGINEERS	71,873.00
9348	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	77,239.38
9349	*	006027	PENCHURA, LLC	253.00
9350	*	001062	QUALITY COACH COLLISION	1,266.00
9351	*	001181	ROSE PEST SOLUTIONS	407.00
9352	*	003785	SIGNS-N-DESIGNS INC	325.00
9353		000254	SOCRRA	76,801.00
9354		005861	UNIQUE MGMT SERVICE, INC	51.50
9355	*	009687	WAGEWORKS, INC.	105.00
SUBTOTAL ACH TRANSACTION				\$1,750,553.48
GRAND TOTAL				\$2,941,905.02

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 11/02/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
294846	*	000855	48TH DISTRICT COURT	500.00
294847	*	000855	48TH DISTRICT COURT	1,000.00
294848		006638	ACTION MAT & TOWEL RENTAL, INC	40.00
294849		BDREFUND	ALL PRO ROOFING SOLUTIONS	200.00
294850		009372	ALLIED FIRE SALES & SERVICE	2,613.00
294850	*	009372	ALLIED FIRE SALES & SERVICE	1,730.00
294851		BDREFUND	ALLIED SIGNS INC	150.00
294852	*	009393	AMANDA MCBRIDE	360.00
294853	*	001466	ASCAP	25.00
294854	*	009034	ASPHALT SPECIALISTS INC	588,453.18
294855		006759	AT&T	431.08
294856	*	006759	AT&T	145.14
294857	*	006759	AT&T	3,150.19
294858		009609	BALIAN LEGAL, PLC	744.00
294859		002231	BILLINGS LAWN EQUIPMENT INC.	2.47
294860		BDREFUND	BLOOMINGDALE HOMES INC	3,700.00
294861		BDREFUND	BOWEN PAVING	100.00
294862	*	009280	BRENT JACKSON	25.00
294863		001838	D.C. BYERS CO INC	31,825.00
294864		003907	CADILLAC ASPHALT, LLC	274.50
294865	*	003904	CAPITAL ONE BANK	6,613.56
294867		000444	CDW GOVERNMENT INC	256.52
294868	*	000902	CENGAGE LEARNING INC	149.55
294869		009167	COL'S FAMILY RESTAURANT	198.02
294870	*	000627	CONSUMERS ENERGY	1,362.61
294871		008582	CORE & MAIN LP	327.70
294872		009309	DEALER AUTO PARTS	215.65
294873	*	000179	DTE ENERGY	23,658.30
294874	*	000179	DTE ENERGY	24.66
294875	*	000179	DTE ENERGY	1,862.77
294876	*	000179	DTE ENERGY	37.23
294877	*	000179	DTE ENERGY	249.46
294878	*	000179	DTE ENERGY	7,799.04
294879	*	000179	DTE ENERGY	1,658.32
294880	*	000179	DTE ENERGY	4,089.65
294881	*	000179	DTE ENERGY	2,530.29
294882	*	000179	DTE ENERGY	15.17
294883	*	000179	DTE ENERGY	1,219.11
294884	*	000179	DTE ENERGY	5.08
294885	*	000179	DTE ENERGY	16.00
294886	*	000179	DTE ENERGY	3.80
294887	*	000179	DTE ENERGY	530.54

City of Birmingham

Warrant List Dated 11/02/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
294888		000179	DTE ENERGY	32.91
294889	*	000179	DTE ENERGY	469.45
294890	*	000179	DTE ENERGY	18.85
294891	*	000179	DTE ENERGY	16.78
294892	*	006090	DYNAMIC SYSTEMS, INC.	11,050.00
294893		008338	ELM USA, INC.	236.43
294894	*	007314	FLEIS AND VANDENBRINK ENG. INC	1,488.00
294895		007212	FOSTER BLUE WATER OIL	1,315.15
294896		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	400.00
294897	*	009556	MADELINE GOLD	204.00
294898	*	004604	GORDON FOOD	435.50
294899		001531	GUNNERS METER & PARTS INC	175.00
294900		001447	HALT FIRE INC	957.06
294901		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,882.49
294902	*	001956	HOME DEPOT CREDIT SERVICES	2,221.90
294903		BDREFUND	HOME INSPECTION PLUS INC	200.00
294904		BDREFUND	HRH CONSTRUCTION LLC	6,190.00
294905		BDREFUND	INTOWNE HOMES LLC	250.00
294906	*	009516	HOWARD JACOBS	52.85
294907	*	009403	JUSTIN ZAYID	720.00
294908		MISC	KATHLEEN COURAGE	100.00
294909		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	500.00
294910	*	000362	KROGER COMPANY	91.22
294911	*	009386	LAW OFFICE OF BRIAN P. FENECH	2,364.00
294912	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	540.00
294913		BDREFUND	LENICZEK CONSTRUCTION LLC	100.00
294914		009375	LITHIA MOTORS, INC SUPPORT SERVICES	856.94
294915	*	007521	LUIGI FERDINANDI & SON INC	95,300.42
294916		MISC	MARTIN GLYNN	200.00
294917		000888	MCKENNA ASSOCIATES INC	14,385.00
294918	*	000369	MCFI	1,435.00
294919	*	009585	MECHAM MECHANICAL SERVICES, INC	833.19
294920		BDREFUND	MICHAEL WOZNIAK	200.00
294921	*	008126	MICHIGAN.COM	73.65
294922		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
294923		002853	OAKLAND COMMUNITY COLLEGE	725.00
294924	*	000477	OAKLAND COUNTY	180.02
294925		000678	OCLC, INC.	2,497.27
294926	*	009478	ODP BUSINESS SOLUTIONS, LLC	2,102.81
294927	*	008669	OHM ADVISORS INC	13,836.75
294928		BDREFUND	ORCHARD DEVELOPMENT AND CONSTRUCTIO	1,000.00
294929		005733	POWER LINE SUPPLY	5,389.04
294930		000218	ROYAL OAK P.D.Q. LLC	85.00

City of Birmingham
Warrant List Dated 11/02/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
294931	*	009772	RYAN KATZ	99.76
294932		BDREFUND	SABO CONSTRUCTION	300.00
294933	*	002806	SAM'S CLUB/SYNCHRONY BANK	449.62
294934		BDREFUND	SAS SERVICES INC	100.00
294935	*	009222	SAVERS WHOLESALE PRINTING	2,275.66
294936		BDREFUND	SERVICE CORPS LLC	100.00
294937		009769	SHIELD LEADERSHIP INSTITUTE	1,395.00
294938		000260	SPARTAN DISTRIBUTORS INC	2,879.29
294939		BDREFUND	STAR BUILDERS INC	10,975.00
294940		BDREFUND	STERLING DEVELOPMENT CORP	500.00
294941		BDREFUND	THE ADAMS GROUP INC	2,000.00
294942		009771	TRAFFIC LOGIX CORPORATION	673.58
294943		009771	TRAFFIC LOGIX CORPORATION	351.80
294944		BDREFUND	TRESNAK CONSTRUCTION INC	100.00
294945		BDREFUND	TRI PHASE COMMERCIAL CONST LLC	11,000.00
294946	*	004379	TURNER SANITATION, INC	290.00
294947	*	000293	VAN DYKE GAS CO.	154.00
294948	*	000158	VERIZON WIRELESS	1,341.52
294949		BDREFUND	VERTEX REMODELING & RESTORATION	200.00
294950		BDREFUND	WALLSIDE INC	500.00
294951	*	004497	WATERFORD REGIONAL FIRE DEPT.	47.99
294952		BDREFUND	WINNICK HOMES LLC	500.00
294953		005657	WINTER EQUIP CO, INC	2,100.00
294954	*	008391	XEROX CORPORATION	32.02
294955	*	008902	ZORO TOOLS, INC.	388.75
SUBTOTAL PAPER CHECK				\$899,257.26

ACH TRANSACTION

9364	*	008649	ROBERT ABRAHAM JR.	302.61
9365	*	009383	BATTI LAW PLLC	360.00
9366		007382	BEACON ATHLETICS	435.00
9367	*	008983	BRENNA SANDLES	459.00
9368		000605	CINTAS CORPORATION	108.35
9369	*	000605	CINTAS CORPORATION	178.02
9370		000605	CINTAS CORPORATION	28.65
9371	*	000605	CINTAS CORPORATION	129.99
9372	*	009435	CITY OF BIRMINGHAM #252	10,588.93
9373	*	009753	CITY OF BIRMINGHAM #256	42,274.24
9374		002668	CONTRACTORS CLOTHING CO	398.63
9375	*	000565	DORNBOS SIGN & SAFETY INC	1,085.65
9376		003801	JANA ECKER	500.00
9377		007807	G2 CONSULTING GROUP LLC	10,789.50
9378		003938	HART PAVEMENT STRIPING CORP	96,210.00
9379	*	009382	HB LAW, 5E LLC	720.00

City of Birmingham
Warrant List Dated 11/02/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
9380		001318	HERC RENTALS	2,133.70
9381		000261	J.H. HART URBAN FORESTRY	61,413.40
9382		000186	JACK DOHENY COMPANIES INC	2,352.00
9383		009298	JCR SUPPLY INC	775.00
9384	*	003458	JOE'S AUTO PARTS, INC.	252.58
9385	*	009392	LAMB LEGAL CONSULTING SERVICES	720.00
9386	*	009385	LAW OFFICE OF MICHAEL J. DICK	720.00
9387		005550	LEE & ASSOCIATES CO., INC.	5,080.30
9387	*	005550	LEE & ASSOCIATES CO., INC.	10,000.75
9388	*	009398	MARCIA C ROSS PC	360.00
9389	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	360.00
9390	*	001194	NELSON BROTHERS SEWER	602.00
9391	*	007755	NETWORK SERVICES COMPANY	1,412.28
9392	*	009706	NORTHSTAR MAT SERVICE	299.74
9393		006359	NYE UNIFORM COMPANY	602.00
9393	*	006359	NYE UNIFORM COMPANY	1,103.55
9394	*	009395	ORLANDO LAW PRACTICE PC	1,140.00
9395	*	000897	PRINTING SYSTEMS INC	416.80
9396	*	009397	RABAA AND NACHAWATI PLLC	720.00
9397	*	003554	RKA PETROLEUM	15,921.36
9398	*	000478	ROAD COMM FOR OAKLAND CO	5,150.34
9399	*	001181	ROSE PEST SOLUTIONS	50.00
9400		005759	SCHENA ROOFING & SHEET METAL CO INC	900.00
9401	*	003785	SIGNS-N-DESIGNS INC	1,110.00
9402		000273	TERMINAL SUPPLY CO.	34.64
9403	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
9404	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,969.60
9405	*	009379	YELLOW DOOR LAW	3,240.00
SUBTOTAL ACH TRANSACTION				\$283,690.06
GRAND TOTAL				\$1,182,947.32

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 11/09/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
294956		005430	21ST CENTURY MEDIA- MICHIGAN	1,594.50
294956	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,852.50
294957		BDREFUND	A & N ASPHALT	100.00
294958	*	005358	AARON'S EXCAVATING INC	22,900.00
294959	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	680.00
294960		BDREFUND	ALISSA JALLAD DESIGN BUILD	900.00
294961		009440	ALLIANCE ENTERTAINMENT, LLC	91.25
294962		009372	ALLIED FIRE SALES & SERVICE	2,690.74
294963	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	775.00
294964		BDREFUND	ANTHONY B GOUGH	500.00
294965		BDREFUND	APS RESIDENTIAL SERVICES	200.00
294966		009202	AQUARIUM DESIGN INC	240.00
294967		000843	BAKER & TAYLOR BOOKS	19.83
294968		001122	BOB BARKER CO INC	1,044.00
294969		002231	BILLINGS LAWN EQUIPMENT INC.	65.23
294970		BDREFUND	BINGHAM DEVELOPMENT LLC	300.00
294971		000524	BIRMINGHAM LOCKSMITH INC	19.95
294972		BDREFUND	BIRMINGHAM PLBG CO INC	1,500.00
294973	*	006520	BS&A SOFTWARE, INC	2,766.00
294974	*	005717	BSB COMMUNICATIONS, INC.	1,305.50
294975		BDREFUND	BUTCHER & BUTCHER CONSTRUCTION COMP	200.00
294976		003907	CADILLAC ASPHALT, LLC	183.00
294977		009597	CAROL BACAK-EGBO	400.00
294978		009562	EGL	7,078.43
294979		009719	CASPER'S TRUCK EQUIPMENT	435.90
294980	*	000444	CDW GOVERNMENT INC	130.16
294981		BDREFUND	CEDAR PRESERVATION SYSTEMS LLC	100.00
294982		BDREFUND	CEMENT-IT	600.00
294983		000902	CENGAGE LEARNING INC	19.99
294984	*	007774	COMCAST BUSINESS	1,240.95
294985	*	APSREFUND	CONNIE LIMIA	15.00
294986	*	000627	CONSUMERS ENERGY	1,617.00
294987		008512	COOL THREADS EMBROIDERY	329.95
294988		008582	CORE & MAIN LP	3,900.00
294989		BDREFUND	COTANT, MICHAEL	200.00
294990		007822	REBEKAH CRAFT	183.40
294991	*	009145	CREATIVE COLLABORATIONS	3,800.00
294992	*	000190	DOWNRIVER REFRIGERATION	242.46
294993	*	000179	DTE ENERGY	43.58
294994	*	000179	DTE ENERGY	173.82
294995	*	000179	DTE ENERGY	432.66
294996	*	000179	DTE ENERGY	18.94

City of Birmingham
Warrant List Dated 11/09/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
294997	*	000179	DTE ENERGY	64.78
294998	*	000179	DTE ENERGY	113.36
294999	*	000179	DTE ENERGY	1,574.49
295000	*	000179	DTE ENERGY	125.17
295001	*	000179	DTE ENERGY	95.20
295002	*	000179	DTE ENERGY	1,703.98
295003		BDREFUND	DUBOIS, CATHERINE ANA	1,000.00
295004		008164	GARY EISELE	87.77
295005	*	003253	ESRI, INC	1,100.00
295006	*	009458	MELISSA FAIRBAIRN	306.54
295007		BDREFUND	FATHI, AL	650.00
295008		BDREFUND	FEDERAL PAVING INC	100.00
295009	*	007314	FLEIS AND VANDENBRINK ENG. INC	54,432.36
295010		BDREFUND	GGA SERVICES LLC	750.00
295011		BDREFUND	GOOD OL BOYS CUSTOM CARPENTRY LLC	700.00
295012	*	004604	GORDON FOOD	345.87
295013	*	001956	HOME DEPOT CREDIT SERVICES	228.14
295014		BDREFUND	HRH CONSTRUCTION LLC	2,300.00
295015		000948	HYDROCORP	1,381.00
295016		000342	IBS OF SE MICHIGAN	987.16
295017	*	009551	INTERMEDIA. NET INC	769.24
295018	*	MISC	JAMES GEARTY	60.00
295019	*	009559	JENETTE MAITZ	2,268.75
295020	*	APSREFUND	KIRK BALDWIN	2,165.00
295021		MISC	KRIL ENTERPRISES, INC.	450.00
295022	*	007096	CANDACE KUK-LAFERLE	385.00
295023		BDREFUND	LABRA DESIGN BUILD	200.00
295024		000784	LAKESHORE LEARNING	268.99
295025		MISC	LAWTON PUBLIC LIBRARY	32.99
295026		009375	LITHIA MOTORS, INC SUPPORT SERVICES	167.25
295027		BDREFUND	LIVE WELL CUSTOM HOMES LLC	1,000.00
295028	*	009766	LUNGHAMER FORD OF OWOSSO, LLC	43,556.00
295029		001669	MACP	100.00
295030		BDREFUND	MAINSTREET DESIGN & BUILD	300.00
295031		001106	MAPERS	200.00
295032		MISC	MASON COUNTY DISTRICT LIBRARY	15.00
295033		009351	MERRITT CIESLAK DESIGN PLC	2,000.00
295034		000639	MICHIGAN LIBRARY ASSN	1,945.00
295035		007146	MIDSTATES RECREATION	1,620.00
295036		009630	MIDWAY CLEANING CO, LLC	800.00
295037		000230	MIKE SAVOIE CHEVROLET INC	283.70
295038		BDREFUND	MILLION, WHITNEY GAYLE	200.00
295039	*	007744	MOHAMED F. CHAMMAA	51.09

City of Birmingham

Warrant List Dated 11/09/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
295040		008470	MONROE COUNTY LIBRARY SYSTEM	27.95
295041	*	001452	MONTGOMERY & SONS INC	491.59
295042		BDREFUND	MOORE DEVELOPMENT GROUP LLC	870.00
295043		008471	MULTICULTURAL BOOKS & VIDEOS	320.00
295044		BDREFUND	N.C. CEMENT	100.00
295045		BDREFUND	NATHAN JOSEPH VARILONE	100.00
295046		BDREFUND	NELSON BROS SWR & PLBG SVC INC	500.00
295047	*	009748	NORTHSTAR PAINTING	34,690.00
295048	*	004370	OCCUPATIONAL HEALTH CENTERS	902.00
295049	*	006785	OVERDRIVE, INC.	4,102.60
295050		BDREFUND	PENNOCK, RICHARD	100.00
295051		004137	R & R FIRE TRUCK REPAIR INC	560.65
295052		002566	REYNOLDS WATER	110.75
295053		BDREFUND	ROMA CEMENT CO INC	100.00
295054	*	009523	ROYAL ROOFING CO., INC	177,720.00
295055	*	002806	SAM'S CLUB/SYNCHRONY BANK	268.92
295056	*	APSREFUND	SHERAL MORGAN	1,600.00
295057	*	009009	SIGNATURE CLEANING LLC	4,937.99
295058		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
295059	*	BLREFUND	SOCIAL KITCHEN AND BAR LLC	1,130.85
295060	*	MISC	SOCIAL KITCHEN AND BAR LLC	1,000.79
295061		BDREFUND	SQUEALS	100.00
295062		009201	STEPHEN SHUKWIT	2,050.00
295063		007408	T-MOBILE	694.54
295064		BDREFUND	TERRANCE A BURR	100.00
295065		BDREFUND	TOMMASO ANSELMINO	100.00
295066	*	004379	TURNER SANITATION, INC	408.33
295067	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	27,793.35
295068	*	000293	VAN DYKE GAS CO.	215.60
295069	*	000158	VERIZON WIRELESS	103.25
295070	*	000158	VERIZON WIRELESS	49.19
295071	*	000158	VERIZON WIRELESS	147.57
295072	*	000158	VERIZON WIRELESS	76.02
295073	*	000158	VERIZON WIRELESS	151.90
295074	*	004497	WATERFORD REGIONAL FIRE DEPT.	169.76
295075		000299	WEINGARTZ SUPPLY CO.	306.66
295076		004512	WOLVERINE POWER SYSTEMS	425.00
SUBTOTAL PAPER CHECK				\$450,398.83

ACH TRANSACTION

9407		008847	ABS- AUTOMATED BENEFIT SVCS, INC	638.25
9408	*	001357	ART/DESIGN GROUP LTD	65.00
9409	*	007345	BEVERLY HILLS ACE	2.80
9410		000605	CINTAS CORPORATION	190.60

City of Birmingham
Warrant List Dated 11/09/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
9411		002668	CONTRACTORS CLOTHING CO	2,702.54
9412	*	007638	MARSHALL CRAWFORD	39.76
9413		009515	KAMERON DIMITRY	434.92
9414	*	000565	DORNBOS SIGN & SAFETY INC	155.15
9415		009773	ELLIS PORTER PLC	6,508.50
9416	*	008131	FINISHMASTER INC	620.92
9417	*	009357	BRENDT FREDERICK	25.00
9418	*	000243	GRAINGER	165.00
9419	*	001672	HAYES PRECISION INC	150.00
9420		000331	HUBBELL ROTH & CLARK INC	27,338.02
9420	*	000331	HUBBELL ROTH & CLARK INC	496.60
9421	*	008851	INSIGHT INVESTMENT	5,812.53
9422	*	003458	JOE'S AUTO PARTS, INC.	25.70
9423	*	009287	KYLE KRAFT	80.00
9424		005550	LEE & ASSOCIATES CO., INC.	1,551.38
9424	*	005550	LEE & ASSOCIATES CO., INC.	417.44
9425		001194	NELSON BROTHERS SEWER	157.00
9426	*	007856	NEXT	210.00
9427	*	006359	NYE UNIFORM COMPANY	2,379.00
9428	*	002767	OSCAR W. LARSON CO.	1,259.96
9429	*	006027	PENCHURA, LLC	253.00
9430	*	009655	POWERVAC	190.00
9431	*	001181	ROSE PEST SOLUTIONS	79.00
9432		009301	SECURE-CENTRIC INC	1,512.00
9433	*	009305	JEREMY SHULTZ	129.99
9434		000254	SOCRRA	86,202.00
9434	*	000254	SOCRRA	100.00
9435	*	001097	SOCWA	166,057.19
9436		009266	US SIGNAL COMPANY LLC	10,105.99
9437		009128	WITMER PUBLIC SAFETY GROUP INC	1,020.29
9438	*	009379	YELLOW DOOR LAW	5,536.00
SUBTOTAL ACH TRANSACTION				\$322,611.53

City of Birmingham
Warrant List Dated 11/09/2023

Meeting of 11/13/2023

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$773,010.36

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

City Clerk

DATE: November 7, 2023
TO: Jana L. Ecker, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Special Event - 2023 Menorah Lighting

INTRODUCTION:

The Chabad Jewish Center of Bloomfield Hills has submitted a Special Event application to hold the 2023 Menorah Lighting event on December 11, 2023 from 3-6:00 p.m. in Shain Park. Set-up for the event is scheduled for late morning December 4, 2023.

Tear-down is scheduled on December 31, 2023 in the late morning.

BACKGROUND:

Prior to application submission, the Police Department reviewed the proposed event for street closures and the need for safety personnel and approved the details. Department of Public Services (DPS), Planning, Building, Engineering, Police, and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The following events occur in December in Birmingham and do not pose a conflict for this event:

- Winter Markt Dec. 1 – Dec. 3 Shain Park
- Nativity Scene Nov. 22 – Dec. 29 Shain Park
- Santa House/Carriage Rides Nov. 25 – Dec. 24 Shain Park

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

All costs associated with this event will be paid by the applicant.

SUSTAINABILITY:

There were no sustainability considerations for this event.

PUBLIC COMMUNICATIONS:

The Chabad Jewish Center of Bloomfield Hills notified residents and businesses regarding the details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event area.

SUMMARY:

The City Commission is being asked to approve a special event permit for the 2023 Menorah Lighting to be held December 10 – 31, 2023. Set up will begin in Shain Park, Monday, December 4. Tear down will begin December 31.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated October 30, 2023. Notification addresses are on file in the Clerk's Office.
3. Event site map
4. Department Approval page with comments and estimated costs
5. Additional communication regarding the 2023 Menorah Lighting

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a request from the Chabad Jewish Center of Bloomfield Hills to hold the 2023 Menorah Lighting special event on Monday, December 11, 2023 with the Menorah to remain in Shain Park through Sunday, December 31, 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.

23-00012258

Oct 2nd?
Notice by 18th

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____



I. EVENT DETAILS

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

Clerk's Office
City of Birmingham, MI

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

SEP 11 2023

(Please print clearly or type)

Date of Application 9/10/2023

RECEIVED 10:00am

Name of Event Shain Park Menorah Lighting

Detailed Description of Event (attach additional sheet if necessary) Annual Menorah display in Shain Park for the Chanukah holiday. One night of the holiday will be a community Menorah lighting event.

Location Shain Park

Date(s) of Event Dec. 10 (pending) Hours of Event Afternoon/evening

Date(s) of Set-up Dec 1 Hours of Set-up Late morning

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down Dec 31 Hours of Tear-down Late morning

Organization Sponsoring Event Chabad Jewish Center of Bloomfield Hills

Organization Address 3805 Quarton Road, Bloomfield Hills, MI 48302

Organization Phone 248-949-6210

Contact Person Rabbi Levi Dubov

Contact Phone 248-949-6210

Contact Email rabbi@bhchabad.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so We plan on partnering with various organizations/groups making events around the holiday season, to see how we can make the Menorah Lighting even better and to generate more awareness.
4. Are there any sustainability initiatives associated with this event? Please explain.
No
5. Is the event a fundraiser? YES NO
List beneficiary _____
List expected income _____ Attach information about the beneficiary.
6. First time event in Birmingham? YES NO
If no, describe This event and display is an annual fixture of downtown Birmingham

7. Total number of people expected to attend per day We hope up to 200 for the event
8. The event will be held on the following city property: (Please list)
 Street(s) _____
 Sidewalk(s) _____
 Park(s) Shain Park

9. Will street closures be required? YES NO

(Police Department acknowledgement prior to submission of application is required) (initial here) RK

What parking arrangements will be necessary to accommodate attendance?

Describe n/a

10. Will staff be provided to assist with safety, security and maintenance? YES NO

If yes, please provide number of staff to be provided and any specialized training received.

Describe Volunteers from organization

11. Will the event require safety personnel (police, fire, paramedics)? YES NO

(Police Department acknowledgement prior to submission of application is required.) (initial here) RK

Describe While the event does not need safety personnel, last year we were honored with a police presence which was most appreciated.

12. Will alcoholic beverages be served? YES NO

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

13. Will music be provided? YES NO

Live Amplification Loudspeakers

Recorded Time music will begin 4:00 PM approx

Time music will end 7:00 PM

Location of live band, DJ, loudspeakers, equipment must be shown on the layout map.

14. Will there be signage in the area of the event? YES NO

Number of signs/banners _____

Size of signs/banners _____

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES NO

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

LIST OF VENDORS/PEDDLERS

(attach additional sheet if necessary)

VENDOR NAME	GOODS TO BE SOLD	WATER HOOK-UP REQUIRED?	ELECTRIC REQUIRED?

III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
- Include a map and written description of run/walk route and the start/finish area

1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)	Menorah display	
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Shain Park Menorah Lighting

EVENT DATE Dec. 10 (pending)

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

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



9/10/2023

Signature

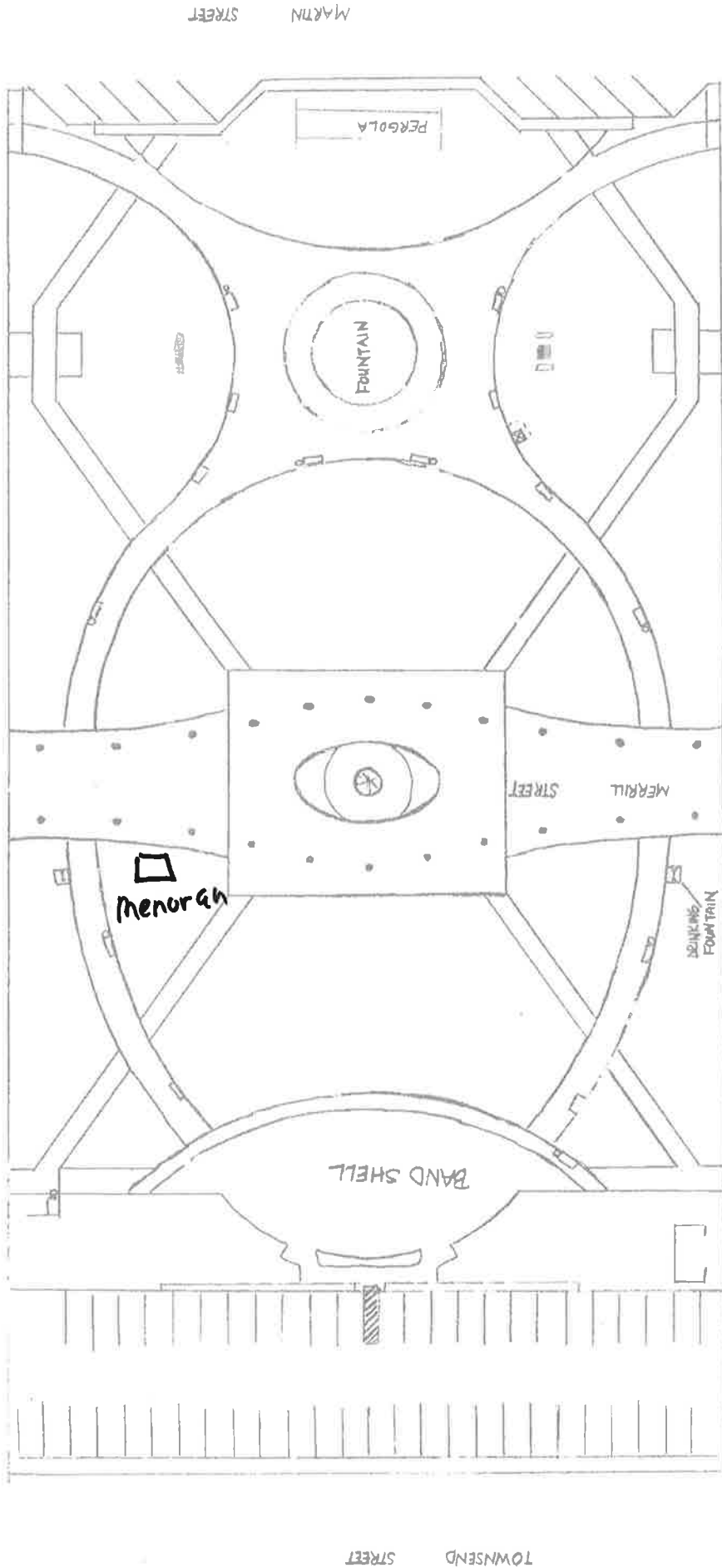
Date

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

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

- V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk’s Office. The letter must be distributed at least two weeks prior to the commission meeting.
- VII. A copy of the letter and the distribution list must be submitted to the Clerk’s Office at least two weeks prior to the commission meeting.
- VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

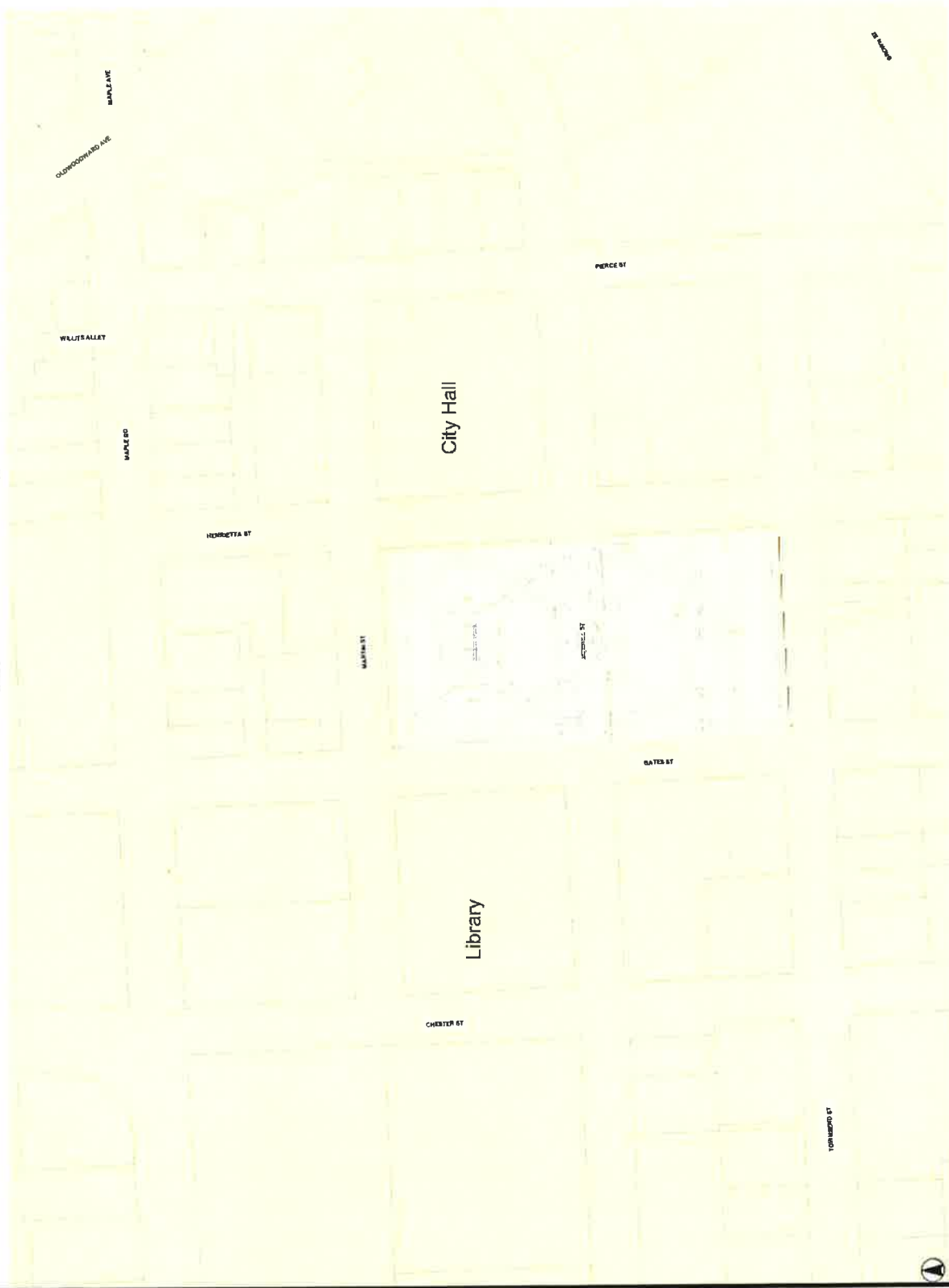




Shain Park Map

Birmingham Map

- Legend
- City Boundary
- Lakes and Rivers
- Streams
- Parcels



DISCLAIMER:
The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.



Chabad Jewish Center of Bloomfield Hills

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 10/26/2023

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

EVENT INFORMATION

NAME OF EVENT: Shain Park Menorah LOCATION: Shain park

DATE(S) OF EVENT: Dec 10.

HOURS OF EVENT: Approx. 3-6 pm.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Menorah display in Shain Park for the Jewish holiday of Chanukah. Dec. 10 will be a community lighting event.

DATE(S) OF SET-UP: **Dec. 1 2023** HOURS OF SET-UP: Late morning

**SET UP DATE CHANGED TO
12/4/2023**

DATE(S) OF TEAR-DOWN: Dec. 31 2023 HOURS OF TEAR-DOWN: Late morning

DATE OF CITY COMMISSION MEETING: Monday November 13 2023 at 7 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: <https://zoom.us/j/655079760> Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

ADDRESS: 3805 Quarton Road, Bloomfield Hills, MI 48302 PHONE: 248-949-6210

FOR QUESTIONS ON DAY OF EVENT, CONTACT: 248-949-6210



Chabad Jewish Center of Bloomfield Hills

HOLD-HARMLESS AGREEMENT

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

Rabbi Levi Dubov
Director, Chabad Jewish Center
of Bloomfield Hills

11/06/23

DEPARTMENT APPROVALS

EVENT NAME: Menorah Lighting Ceremony

COMMISSION HEARING DATE: Nov 13, 2023

LICENSE NUMBER # 23-00012258

NOTE TO STAFF: Please submit approval by 10-30-23

DATE OF EVENT: 12/10/23

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101.0-000.000-636.0005 248.530.1855	BC	None	None	\$0	\$0
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM	No department involvement	Tents over 400 Sq ft	\$0	
FIRE 101.0-000.000-636.0004 248.530.1900	JS			0	\$0
POLICE 101.0-000.000.636.0003 248.530.1870	RK	On-duty officers to provide extra patrol.	None	\$0	\$0
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL 10/10/23	A representative from the DPS department requests to meet with the representative for the proper installation of the Menorah Display.		\$0	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC 10/12/2023	No Engineering Permits are required	None	\$0	\$0
SP+ PARKING	AF		None	0	0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None		

<p align="center">CLERK 101.0-000.000-614.0000 248.530.1803</p>		Notification letters to be mailed by applicant no later than ____. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than _____.	165	0
			TOTALS: Estimated and Actual Costs	165	

FOR CLERK'S OFFICE USE

Deposit paid ___\$165_____

Actual Cost _____

Due/Refund_____



Ingrid Haddock <ihaddock@bhamgov.org>

Special Event Application Received

4 messages

Ingrid Haddock <ihaddock@bhamgov.org>
To: Rabbi Levi Dubov <rabbi@bhchabad.org>

Tue, Nov 7, 2023 at 6:20 AM

Dear Rabbi Dubov,
I have attached the completed memo for the city commission for your review.

The next step is for the City Commission to review and approve this event. You or a designee should be at the meeting to answer any questions the Commission might have. The date of the meeting for review and approval of this special event is:

City Commission Meeting, Nov 13, 2023 7:30 pm**In Person:** City Commission Room, 151 Martin, Birmingham 48009**Zoom:** <https://zoom.us/j/655079760> Meeting ID: 655 079 760

If you have any other questions please let us know,

Ingrid Haddock**City of Birmingham****151 Martin Street****Birmingham, MI 48009**

(248) 530-1880

(248) 530-1080 Fax

ihaddock@bhamgov.org***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.

 **20231114 SE Menorah Lighting.pdf**
826K

Rabbi Levi Dubov <rabbi@bhchabad.org>
To: Ingrid Haddock <ihaddock@bhamgov.org>

Tue, Nov 7, 2023 at 3:43 PM

Wonderful! Thank you Ingrid!

There is a possibility that the actual Menorah lighting event will take place on Monday or Tuesday, not on Sunday as in the application. I am working on finalizing that now here. By when will I need to confirm that with you?

Rabbi Levi Dubov
Chabad Jewish Center of Bloomfield Hills
248-949-6210 | www.bloomfieldhillschabad.org

5:00 or 5:30pm start time on Monday, December 11, 2023 - Confirmed verbally with City Clerk Bingham at 1:07pm on November 9, 2023



MEMORANDUM

Department Name

DATE: November 13, 2023

TO: Jana L. Ecker, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Oakland County IT Services Interlocal Agreement

INTRODUCTION:

City staff use a number of Oakland County Services in the performance of daily duties including CLEMIS, FRMS, GIS, Pictometry and OAKNET. We have a 5-year agreement for use and support of those services, which is up for renewal.

BACKGROUND:

The Police Department daily uses the CLEMIS suite of applications to access the Criminal Justice Information System (CJIS). This information is accessed via equipment mounted in police vehicles, through County provided CAD stations and City provided workstations. The Fire Department uses the Fire Records Management System (a part of CLEMIS) for centralized emergency information and reporting. Community Development pulls data from the Oakland County GIS system and has access to Oakland Counties ARCGIS Online and Pictometry services. The Treasury Department accesses Oakland County Assessing and Tax records. Connectivity to these services is provided through OAKNET a fiber connection to Oakland County, maintained by Oakland County IT Services. The City's 5-year agreement for use and support of these services is up for renewal. In the past, this agreement was processed solely through the Police Department for approval, but as it now has the additional components of ARCGIS Online, data sharing and Pictometry, the IT Department will now be responsible for its review.

LEGAL REVIEW:

The City Attorney has reviewed the agreement and approved it.

FISCAL IMPACT:

There is no fiscal impact as these resources are provided to the City at no cost.

SUMMARY:

The Police, Fire and IT departments request the renewal of the Interlocal Agreement with Oakland County.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to renew the I.T. Services Interlocal Agreement and to request the Mayor and City Clerk to sign the agreement on the City's behalf.

**AGREEMENT FOR I.T. SERVICES 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, P.O. Box 3001, Birmingham, MI 48012. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **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 or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Birmingham which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
- 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
- 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
- 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
- 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
- 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
- 1.9.6. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

- 1.9.7. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS

- X Exhibit XI: ArcGIS Online
- X Exhibit XII: Data Sharing
- X Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due 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.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. 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 County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. 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.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. 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.
- 6.6. 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.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Jana Ecker, jecker@bhamgov.org, 151 Martin Street, P.O. Box 3001, Birmingham, MI 48012.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise 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. **ENTIRE AGREEMENT**.
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. 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, Therese Longe hereby acknowledges that he/she has been authorized by a resolution of the City of Birmingham, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, 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: _____
Therese Longe
Mayor

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____
(IF APPLICABLE)

DATE: _____

IN WITNESS WHEREOF, David T. 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: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act ("FOIA") requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body's data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body's data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County's response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body's data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. **CLEMIS ADVISORY COMMITTEE.**

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
 - 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
 - 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
 - 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
 9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- Tier 1**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2.5**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 3**
 - 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- Tier 6 (eCLEMIS)**
 - 19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's
- Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- Tier 8 Jail Management (outside Oakland County)**
- Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- District Court in Oakland County** (excluding 52nd District Courts)
 - Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.
 - Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- District Court outside Oakland County**
 - Pays CLEMIS Fee:** receives ticket data load and CLEMIS Citation Payment Application is optional.
 - Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- Circuit Court** (outside Oakland County - does not contribute any data)
- Prosecutor Office** (outside Oakland County, does not contribute any data)
- FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers ("MDC")

- WITH** County provided wireless **WITHOUT** County provided wireless
 CAD Only WITHOUT County provided wireless

Livescan

- WITH** printer **WITHOUT** printer

Mugshot

- Capture Station and Investigative Investigative Only

Jail Management

- CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____

Pawn Application

Fire Records Management System In Oakland County

- Phase I Phase II

Fire Records Management System Outside Oakland County

Police, Fire and/or Public Safety Department Data Extract

- In Oakland County Outside Oakland County

Vendor name: Physio-Control
Address: 11 E Superior St, Suite 310, Duluth, MN 55802
Contact: James Fox Phone: (407) 494-5712
Email: james.fox@stryker.com

In Oakland County

Outside Oakland County

Vendor name: Arx Community
Address: 19 Clifford St, 8th Floor, Detroit, MI 48226
Contact: Bo Cheng Phone: (248) 917-2494
Email: Bo@arxcommunity.com

In Oakland County

Outside Oakland County

Vendor name: Bryx
Address: 120 East Avenue, Suite 325, Rochester, NY 14534
Contact: David Thomas Phone: (408) 406-2808
Email: dave@bryx.com

In Oakland County

Outside Oakland County

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____



CRASH Report Payment Amount: \$ 7.00



Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to: City of Birmingham



OPT-IN Exhibit VIII (OakNet Connectivity) OakNet connectivity is needed

COUNTY: _____
CLEMIS Division Director _____ Date _____

PUBLIC BODY: Birmingham Police Dept.

Title/Name: Chief Scott Greene

Signature: [Handwritten Signature] 11-7-23

Date

(to be completed by Public Body)

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ArcGIS ONLINE

INTRODUCTION

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 00270489.0, and herein referred to as the “Enterprise Agreement,” to which the County will provide Public Body with access. The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1.0 DEFINITIONS

- 1.1 "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2 "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

2.0 COUNTY RESPONSIBILITIES

- 2.1 County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or

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using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

- 3.2 Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3 New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. County will provide Public Body with access to the new agreements that Public Body is required to comply with. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4 Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.5 Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self- registration to access or use AGO.
- 3.6 Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

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3.7 Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

City of Birmingham
(CVT)

Signature: 

Printed Name: Eric Vaughn Brunk

Title: Information Technologies Manager

Date: 11/7/2023

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1.0 DEFINITIONS

- 1.1 "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2 "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3 "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4 "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2.0 COUNTY RESPONSIBILITIES

- 2.1 The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

- 3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
 - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
 - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's written consent.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. (“Pictometry”), which contains several license agreements (“License Agreements”), to which County will provide Public Body with access. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement (“Licensed Products”), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County’s Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement (which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. County will provide Public Body with access to amendments to the License Agreements that are applicable to Public Body's access to or use of the Licensed Products. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.
- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, to which County will provide Public Body with access. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4. SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

5. LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name: City of Birmingham
Authorized Subdivision Address: 151 Martin St
Birmingham, MI 48009
Authorized Subdivision Email Address: EBrunk@bhamgov.org
Authorized Subdivision Phone Number: 248 530 1885
Authorized Subdivision Attn: IT Dept.

Pictometry Licensed Products: Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

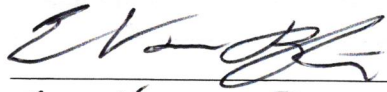
ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Pictometry International Corp.

Signature: 
Name: Eric Vaughn Brunk
Title: IT Manager
Date: Nov 7 2023

Signature: _____
Name: _____
Title: _____
Date: _____
Effective Date: _____



MEMORANDUM

Engineering Department

DATE: November 7, 2023

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Michigan Department of Transportation (MDOT) 2024 Annual Permit

INTRODUCTION:

MDOT requires that a certified resolution be provided to establish the authorized representatives designated to obtain permits annually for our community. This MDOT Annual Permit will be valid from January 1, 2024, through December 31, 2024.

BACKGROUND:

MDOT requires that the City of Birmingham annually provide a certified Performance Resolution for Governmental Agencies in order to issue the City an Annual Application and Permit for Miscellaneous Operations within State Highway Right-of-Way and for an Individual Permit for Use of State Highway Right-of-Way.

The MDOT Annual Permit allows City personnel or designated contractors to work in the MDOT right-of-way along Woodward Avenue (M-1) for routine maintenance on the City's utilities, sidewalks, road intersections, or other features. For work covered under the MDOT Annual Permit, the City is only required to submit an advance notice on the MDOT's Permit Gateway.

MDOT also requires the City to obtain individual permits for specific City construction projects that impact the MDOT right-of-way along Woodward Avenue (M-1). This not only includes direct construction activities but also the placement of temporary construction or detour signs for projects that may be located outside the MDOT right-of-way. For individual permits, the City is required to apply with plans of the proposed work, which are then reviewed by MDOT staff before issuing the permit.

The attached Performance Resolution for Governmental Agencies defines the terms of the annual permit and individual permit, including insurance requirements, and also designates the individuals that will be authorized to apply for permits on behalf of the City.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for MDOT's Annual Permit.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

No public communication is necessary for the MDOT Annual Permit.

SUMMARY:

MDOT requires the City to adopt the Performance Resolution for Governmental Agencies to apply for the City's annual permit as well as any individual permits that are needed throughout the year for working in MDOT's right-of-way along Woodward Avenue (M-1). It is recommended that representatives from the Engineering Department and Department of Public Services be authorized to act on behalf of the City for matters related to the MDOT permits.

ATTACHMENTS:

- MDOT Letter – dated November 7, 2023
- MDOT Performance Resolution for Governmental Agencies, Form 2207B

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a 1 year Performance Resolution with the Michigan Department of Transportation (MDOT) for Municipalities as written on MDOT Form 2207B (05/21), and authorizing staff holding the following positions to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham; Director of Public Services, Parks and Recreation Manager, Public Services Manager, Parks and Forestry Foreman and Assistant Foreman, Streets Sewer and Water Foreman, Assistant Director of Engineering and City Engineer. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution For Municipalities form required for the Annual Permit on behalf of the City.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

2024 ANNUAL PERMIT FOR WORK ON STATE TRUNKLINE RIGHT OF WAY

The MDOT Oakland TSC is now accepting 2024 Annual Permit applications. All permit applications are to be submitted via the MDOT electronic Construction Permit System (CPS). The 2024 Annual Permit will be effective January 1, 2024. Your current 2023 Annual Permit shall continue to be used for any work occurring between now and December 31, 2023.

The Performance Resolution for Governmental Agencies (Form 2207B) was revised in May 2021, therefore, if you haven't done so already, an updated Resolution will be required for 2024. The form shall include the name or title of the designated person(s) authorized to sign permits and shall be uploaded into CPS with your Annual Permit application. I have attached a copy of the form and it can also be found on the internet at www.michigan.gov/mdot.

Each time you perform work under your Annual Permit you will need to submit an electronic Advance Notice via the MDOT electronic CPS system. No work shall be performed until the Advance Notice is approved by MDOT.

An Individual Permit is required for all proposed operations in the MDOT right of way not covered under the Annual Permit.

Municipalities, when working within their municipal limits, are exempt from permit fees.

Thank you for your cooperation. If you have any additional questions, feel free to contact me at 313-500-4277.

Sincerely,

E-SIGNED by Hassan Alwan
on 2023-11-07 12:43:17 EST

Hassan Alwan
Oakland TSC - Permit Engineer
alwanh@michigan.gov

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
 (Name of Board, etc.)
 of the _____ of _____
 (Name of MUNICIPALITY) (County)
 at a _____ meeting held on the _____ day
 of _____ A.D. _____.

Signed

Title

Print Signed Name



MEMORANDUM

Department of Public Services

DATE: November 8, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott Zielinski, DPS Director
Carrie Laird, Parks and Recreation Manager

SUBJECT: Parks and Recreation Master Plan Adoption - Set Public Hearing

INTRODUCTION:

The Department of Public Services (DPS) Parks Division has been preparing the updated 2024-2028 Parks and Recreation Master Plan over the past several months with the assistance of McKenna, the City's consultant.

BACKGROUND:

The Michigan Department of Natural Resources (MDNR) requires communities to develop and keep on file a comprehensive Citywide recreation plan in order to establish eligibility to apply for grants from the MDNR. The last adopted Parks and Recreation Master Plan for the City was in 2018. This will be the fifth, five-year Community Parks and Recreation Master Plan for the City of Birmingham. It serves as the City's guide for future development of parks and recreation, with a recommended capital project schedule included in the document as well.

The updated Parks and Recreation Master Plan will guide City's long range planning efforts, direct decision making and the redevelopment of parks, facilities, open space, and our recreation system over the next five (5) to ten (10) years. The new updated plan will provide a vision, goals, and objectives to guide the City's elected officials, residents and staff on future needs as they relate to parks, trails and recreation.

The planning process has been largely driven by community participation. The foundation of the Birmingham Parks and Recreation Master Plan is an engagement process that incorporates multifaceted community outreach techniques to maximize stakeholder participation. The City's consultant, McKenna, has designed this process to ensure inclusive and comprehensive engagement with multiple opportunities for input and proactive participation from a breadth of stakeholders, age groups and knowledge levels. We engaged participants frequently, in ways that best suit their lifestyles and time commitments so that the time they invest is used wisely.

Public engagement during this planning process has included field days at events such as a concert in Shain Park, a movie night at Booth Park, a pop-up event at Kenning Park, and the

Farmers Market Harvest Festival. DPS staff and the McKenna team hosted round table discussions with special interest groups including the Friends of the Rouge, City board liaisons, members of the Aging in Place Ad Hoc Committee and the Environmental Sustainability Committee, the Birmingham Little League, the YMCA, Next, and homeowner association representatives. Additionally, the community was invited to Parks and Recreation Board meetings to share input, including a review of the draft plan at a special meeting of the Parks and Recreation Board on October 24, 2023. Residents were also encouraged to submit feedback online via the City's public engagement platform, Engage Birmingham. The site featured a variety of customizable interaction opportunities, including surveys, parks comment map and more.

After a thorough review, input from engagement opportunities, industry best practices, and feedback from the Parks and Recreation Board and staff was incorporated into an initial draft. The initial [draft of the 2024-2028 Parks and Recreation Master Plan](#) is currently on display for a 30-day public review period between November 1, 2023 and December 4, 2023.

The next step in the master plan process is to set a public hearing for the City Commission Meeting on December 18, 2023 to adopt the Parks and Recreation Master Plan.

LEGAL REVIEW:

The City Attorney has reviewed the draft plan and has not identified any legal concerns.

FISCAL IMPACT:

The City has invested approximately \$68,500 (2023-2024 approved budget) into the preparation and assembly of this document to serve the Birmingham community as the updated 2024-2028 Parks and Recreation Master Plan.

SUSTAINABILITY:

This draft plan was developed with sustainability in mind, and endeavors to illustrate robust opportunities for parks to help the community achieve environmental sustainability goals.

PUBLIC COMMUNICAITONS:

Throughout this process of updating the Parks and Recreation Master Plan, numerous public engagement activities have been taking place, including: Engage Birmingham surveys, stakeholder meetings with various organizations that work in partnership with the City, homeowner associations and special interest groups, field days at events (4), public input sessions, and public meetings. Each engagement opportunity was promoted and highlighted on the City website, newsletters and articles, email communications and social media.

The 30-day public review period was promoted with a press release, newsletter, and email communications and on social media outlets and the City website. The same protocol will take place for the public hearing on December 18, 2023.

Additionally, a legal advertisement will be placed in a newspaper of general circulation in advance of the public hearing at the City Commission Meeting on December 18, 2023.

SUMMARY:

The initial draft of the Parks and Recreation Master Plan is currently in the 30-day public review period. This draft is the result of robust public engagement and diligent work by the Parks and Recreation Board and staff.

The Department of Public Services requests that the City Commission set a public hearing date of December 18, 2023 to consider the adoption of the 2024-2028 Parks and Recreation Master Plan.

ATTACHMENTS:

- [Draft 2024-2028 Parks and Recreation Master Plan](#) (web link only)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of December 18, 2023 to consider the adoption of the 2024-2028 Parks and Recreation Master Plan.



MEMORANDUM

Department of Public Services

DATE: November 7, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott Zielinski, DPS Director
Carrie Laird, Parks and Recreation Manager

SUBJECT: Oakland County Parks Community Park and Trail Grant Program Agreement

INTRODUCTION

The Oakland County Parks and Recreation (OCPR) Grant Programs were created to assist local communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County. The City of Birmingham was selected to receive an Oakland County Parks Community Park and Trail Grant in the amount of \$25,000 (maximum amount for the pre-development category) for costs related to pre-development for trail improvements, specifically the Booth Park section.

BACKGROUND:

In anticipation of beginning design work this fiscal year for the Booth Park section of trail improvements, the Department of Public Services (DPS) applied for and was successful in obtaining an award of \$25,000 from the OCPR Community Grant Program to be applied toward pre-development costs for this project. Eligible reimbursement costs include design and bid documents, topographical surveys, soil borings, EGLE permits and/or anything else related to the pre-development of the Booth Park section of trail improvements.

LEGAL REVIEW:

A legal review was conducted with no objections to form or content of this agreement.

FISCAL IMPACT:

The grant award is in the amount of \$25,000, and the City commits to a minimum match of approximately \$36,423, depending on actual costs. Pre-development for Booth Park is included in the 2023-2024 fiscal year approved budget.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICAITONS:

This grant award will be announced to the public through Constant Contact and social media.

SUMMARY:

The Department of Public Services recommends that the City Commission approve the Oakland County Parks Community Park and Trail Capital Grant Program Agreement in order to receive the grant funding.

ATTACHMENTS:

- Oakland County Grant Program Award Letter
- Oakland County Parks Community Park and Trail Capital Grant Program Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreement between the City of Birmingham and Oakland County Parks and Recreation for a \$25,000.00 pre-development grant award for the Booth Park section of trail improvements. In addition, to authorize the Mayor to sign the agreement on behalf of the City.



2800 Watkins Lake Road • Bldg 97W
Waterford, MI 48328-1917
248-858-0906 • 1-888-OCPARKS
OaklandCountyParks.com

Carrie Laird
Parks & Recreation Manager
City of Birmingham
851 S. Eton
Birmingham, Michigan 48009



E-mail transmittal on: August 16, 2023

Dear Carrie Laird:

Congratulations! The Oakland County Parks and Recreation Commission (OCPRC) and the Oakland County Board of Commissioners (BOC) have approved the following grant from the 2023 Community Park and Trail Capital Grant Program:

City of Birmingham
Trail Improvements - Booth Park Section
\$25,000

Oakland County Parks is pleased to partner with your community on this excellent project and looks forward to learning about your plans and progress.

Funding for the Community Park and Trail Capital Grant Program has been made possible through the support of the Oakland County BOC and the voters of Oakland County via their support of the OCPRC. This initiative will be reviewed on an annual basis by the Parks Commission to determine future grant funding availability and procedures.

A grant acceptance agreement is being finalized and will be forwarded to you in the coming weeks.

Congratulations again and thank you for your commitment to providing excellent recreation services and facilities for the residents of your community and Oakland County.

Sincerely,

Gary R. McGillivray
OCPRC Chairman

Janet Jackson
Oakland County Commissioner

Yolanda Smith Charles
Oakland County Commissioner

The Oakland County Parks and Recreation Commission:

Gary R. McGillivray - Chairman, J. David VanderVeen - Vice Chairman,
Ebony Bagley - Secretary, Christine Long - Executive Committee Member
Yolanda Smith Charles, Amanda Herzog, Andrea LaFontaine, Jim Nash, Nancy L. Quarles, E. Lance Stokes
Chris Ward - Parks Director



**OAKLAND COUNTY PARKS
COMMUNITY PARK AND TRAIL CAPITAL
GRANT PROGRAM AGREEMENT**

This Agreement is between **City of Birmingham, 851 S. Eton, Birmingham, MI 48009** (“Grantee”) and the County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission (“OCPRC”).

Monies from the Oakland County Parks and Recreation Commission Millage have been appropriated for the Oakland County Parks Community Park and Trail Capital Grant Program (“Program”). The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title (“Project”): Trail Improvements - Booth Park Section

Project Number: GU-PR-Birmingham-BP

Grant Amount (“Grant Amount”): \$25,000.00

Match Amount (“Match Amount”): \$36,423.40

Total Project Amount: \$61,423.40

Start Date: [Effective Date—the date the last Party to this Agreement signs the Agreement]

End Date: [3 years from Start Date]

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organization and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

Grantee:

Signed:

Name: Therese Longe
Title: Mayor
Organization: City of Birmingham
Date:

Oakland County Parks and Recreation Commission:

Signed:

Name: David T. Woodward
Chairperson, Oakland County Board of Commissioners
Date:

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to OCPRC within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, OCPRC may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in OCPRC’s sole discretion. This Agreement is not effective until both Parties sign the Agreement. The “Effective Date” shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of OCPRC by the **Planning & Resource Development Unit.** All notices, reports, documents, requests, actions, or other communications required between OCPRC and Grantee shall be submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
 - 2.1. **Grantee Contact**
 - 2.1.1. **Organization:** City of Birmingham
 - 2.1.2. **Name/Title:** Carrie Laird/Parks and Recreation Manager
 - 2.1.3. **Address:** 151 Martin Street, Birmingham, MI 48009
 - 2.1.4. **Telephone Number:** 248-530-1714
 - 2.1.5. **E-Mail Address:** claird@bhamgov.org
 - 2.2. **OCPRC Contact**
 - 2.2.1. **Name/Title:** Donna Folland, Supervisor – Planning & Resource Development
 - 2.2.2. **Address:** 2800 Watkins Lake Road, Waterford, MI 48328
 - 2.2.3. **Telephone Number:** 248-736-9087
 - 2.2.4. **E-Mail Address:** follandd@oakgov.com
3. **Project/Project Period.**
 - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
 - 3.2. As defined in this Agreement, “Project Period” means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
 - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**
 - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
 - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **OCPRC Payments/Advances/Project Closeout.** OCPRC shall make payments of the Grant Amount to Grantee as follows:
 - 5.1. OCPRC shall pay Grantee the Grant Amount listed on page 1 of this Agreement, in accordance with Exhibit A. Any cost overruns incurred to complete the Project shall be the sole responsibility of Grantee.

- 5.2. To be eligible for payment, Grantee must submit a complete payment request to the OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request.
 - 5.3. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project. Documentation of expenditures and value of match and donations must meet written OCPRC requirements as specified in the 2023 Grant Program Guidance Criteria.
 - 5.4. OCPRC reserves the right to request additional information necessary to substantiate payments.
 - 5.5. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or check.
 - 5.6. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
 - 5.7. OCPRC will hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC approval of Grantee's **Final Report** and satisfactory Project completion as determined by OCPRC, in its sole discretion.
 - 5.8. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
 - 5.9. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
 - 5.10. Upon issuance of final payment from OCPRC, Grantee releases OCPRC of all claims against OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of OCPRC's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
- 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
 - 6.2. Grantee shall comply with the 2023 Grant Program Guidance Criteria.
 - 6.3. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. This Agreement shall not be construed to obligate OCPRC or any other governmental entity to issue any permit or license required for the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to OCPRC upon request.
 - 6.4. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.

- 6.5. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.
 - 6.6. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
 - 6.7. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
 - 6.8. OCPRC reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the Project.
 - 6.9. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
 - 6.10. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
 - 6.11. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
 - 6.12. Grantee shall be solely responsible for the operation and maintenance of the Project subject to this Agreement.
 - 6.13. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
7. **Liability.**
- 7.1. OCPRC is not liable or required to operate, maintain, or contribute to the operation or maintenance of the Project and any associated Project activities.
 - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
 - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
 - 7.4. As used in this Agreement, "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 a Party, or for which a Party 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 or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. 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.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of the OCPRC Director.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to OCPRC contact listed in section 2 of this agreement. OCPRC may approve or deny such change, in its sole discretion. Changes requiring an amendment to this Agreement will be executed by OCPRC and Grantee in the same manner as this Agreement.
12. **Termination.**
 - 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
 - 12.1.1. Terminate this Agreement;
 - 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects under the Program until the violation is resolved to the satisfaction of OCPRC;
 - 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee under the Program;
 - 12.1.4. Require repayment of grant funds already paid to Grantee under this Program; and/or
 - 12.1.5. Require specific performance of the Agreement.

12.2. This Agreement may be terminated by OCPRC, upon thirty (30) calendar days written notice, due to budgetary reduction, other lack of funding, or upon request by Grantee. OCPRC may honor requests for just and equitable compensation to Grantee for all satisfactory and eligible work completed under this Agreement up and until the date of Agreement termination.

Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.

Exhibit A

OCPR Grant Program Application



For the 2023 Oakland County Parks and Recreation Park Improvement and Trailways Grant Program, \$650,000 is available for trail and park improvement projects. This program is designed to assist local Oakland County communities with planning, preliminary engineering/design, and construction costs directly related to park improvement and trail projects located in Oakland County. For full program guidelines refer to the 2023 Community Grant Program Guidelines found on the [Oakland County Parks web site](#).

We are not using Laserfiche this year but changing to this fillable PDF application. Please submit attachments and supporting documents along with this application as ONE PDF document if possible.

A. Applicant Information

1. Project Title:

2. Oakland County City, Village or Township Name:

3. Census Tract:

4. Name of Primary Grant Contact:

Address:

Primary Contact Phone:

Primary Contact E-Mail Address:

5. Please list any project partners:

6. For which type of funding are you applying (please check one):

Pre-development grants minimum request \$5,000, maximum request \$25,000 (design, engineering, planning, etc.) 25% Match

Development grants minimum request \$5,000, maximum request \$100,000. 50% Match

B. Financial Information

Grant Amount Requested:

Match Amount:

25% minimum match for pre-development projects

50% match for development projects.

Certain communities may be eligible to have the match requirement waived – if your community is struggling to provide a match, please reach out to OCPR grants planning staff

Match Source(s):

Parks and Recreation Bond

Projected Budget (if more lines are needed, please attach as additional document):

Scope Item	Quantity	Total Amount
Professional Fees (9% of project estimated costs)		\$45,423.40
Topographical Survey		\$6,000
Soil Borings		\$8,000
EGLE Permit		\$2,000
see attached cost estimate		

Total project budget:

C. Grant Application Requirements

1. Indicate how and where this project is addressed in relevant community planning documents, which may include: 5-Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Provide links to relevant online planning documents or add relevant pages to application PDF document. (100 word maximum)

This project has been identified in the City of Birmingham's most recent five year Parks and Recreation Master Plan (2018), and aims to accomplish two initiatives: 1) develop the Booth Park corner feature/entry plaza and 2) implement trail improvements at Booth Park, which is a trailhead for the Rouge Trail. This area is also called out in the Birmingham Downtown 2016 Plan and the DRAFT 2040 Master Plan (our Community Master Plan); and the Multi-modal Plan calls for safe walking, biking, bicycling and transit connections.

https://bhamgov.org/about_birmingham/city_departments/public_services/parks__recreation/parks__facilities/parks__rec_master_plan.php Excerpt from plan is attached.

2. Proposed Project Dates

Anticipated Start Date:

Anticipated End Date:

3. Select the type of site control the applicant has over the site where the project is to be completed:

- Fee simple
- Less-than-fee-simple (explain):
- Lease
- License
- Easement
- Other (explain):

4. Final Report & Reimbursement

The OCPR Trails and Park Improvements grant program is a reimbursement program. If awarded a grant, the community will have an opportunity to request reimbursement on a quarterly basis. A final report will need to be submitted and approved by OCPR grant management staff prior to the release of the final 20% of grant funds.

- Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final 20% of grant funds.

D. Project Description

1. Describe the physical location of the proposed project and ownership of the property. (250 words max)

Booth Park is located at 475 N. Old Woodward, Birmingham, MI 48009, in the northern section of downtown Birmingham. This park is a heavily used community park located in the midst of regular outdoor and recreational activities in the city. Despite its smaller size of just over 3 acres, Booth Park serves the entire Birmingham community and our visitors. It is located across the street from our weekly Farmer's Market (Sundays, May-October) and is also the site for monthly Movie Nights in the Park, which are held monthly in the summer, and is a popular site for winter sledding and family activities as well.

Site Address: 475 N OLD WOODWARD AVE, BIRMINGHAM, MI, 48009
Parcel Identification Number: 1925376051

2. Describe the project design and why it was chosen. (250 words max)

The Trail Improvements Concept Plan (draft form) includes improvements along the City's Rouge River Trail Corridor, which stretches approximately 1.5 miles north to south along the river. The concept plan is divided into three sections. The overall plan is intended to address the increasing use of the trail and provide easier and safer access by its users. The northernmost section is the Booth Park Section, where the city intends to begin implementing improvements. Our application is for the pre-development of this section only, as this is a highly visible and important connection of the Rouge Trail to downtown activities and an important gateway to enter the trail system.

The Trail Improvements Concept Plan envisions the Booth Park trailhead and entrance at Booth Park as an open, accessible plaza with seating, a place for gathering, and with areas for food trucks. A unisex family-style accessible

3. Provide a relevant history/background information (including any environmental concerns). (250 words max)

Booth Park, is located at the southwest intersection of Old Woodward and Harmon, north of the Rouge River branch, where the Rouge crosses North Old Woodward. It was originally the site of the late 19th and early 20th century inter-urban light rail system center in Birmingham. The property was later owned by the Booth family of Cranbrook, who ultimately donated it to the city of Birmingham as a public park.

This spot has always been important to the people of Birmingham. In 2007, residents and local businesses raised \$170,000 and were heavily engaged in planning and implementing improvements to the park, including an expansive play scape structure built with hundreds of volunteers in just one week. Today, this award-winning and popular park also features a labyrinth and tunnel, turf hill/amphitheater (winter sledding hill), open green space, and a connecting trail to

4. Describe the community need for the project. (250 words max)

Booth Park is a beloved and heavily used park that is in many ways the heart of Birmingham's park system. For example, as part of our 5-year Parks and Recreation Master Plan development (2018), and in preparation for a recent bond issue of 11.25 million (approved by voters in 2020), extensive public engagement was gathered through numerous methods—in person, online surveys, and other virtual engagement.

We had great public participation! The Booth Park corner feature and entry area project and trail improvements were among the public's top ranked projects to implement with the Parks and Recreation bond funding. In addition, other city plans and initiatives had identified the need for a gathering space in the area of Booth Park. The Booth Park section of the Trail Improvement Concept Plan addresses these needs by merging trail improvements (especially those which

5. Project Alignment with most recent OCPR Community-Wide Needs Assessment.

Please select all categories in which your proposed project falls:

- | | |
|--|---|
| <input type="checkbox"/> Beaches | <input type="checkbox"/> Mountain-biking trails |
| <input checked="" type="checkbox"/> Multi-use trails | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Canoe & kayak launch sites | <input type="checkbox"/> Baseball and softball diamonds |
| <input checked="" type="checkbox"/> Picnicking areas and pavilions | <input type="checkbox"/> Basketball courts |
| <input type="checkbox"/> Playgrounds | <input type="checkbox"/> Disc golf |
| <input type="checkbox"/> Sledding Hills | <input type="checkbox"/> Archery range |
| <input type="checkbox"/> Farmers Markets | <input type="checkbox"/> Hunting areas |
| <input type="checkbox"/> Waterparks and Waterslides | <input type="checkbox"/> Off-road vehicle areas |
| <input type="checkbox"/> Boating and fishing areas | <input type="checkbox"/> Soccer and cricket fields |
| <input type="checkbox"/> Splash pads and spray parks | <input type="checkbox"/> Outdoor equestrian facilities/trails |
| <input type="checkbox"/> Outdoor amphitheaters | <input type="checkbox"/> Pickleball courts |
| <input type="checkbox"/> Camping areas | <input type="checkbox"/> Other <input type="text"/> |

6. Does the project positively impact equity and justice and/or provide parks and recreation services that feel safe and welcoming to everyone? If so, please summarize here. (250 word max)

The overall Rouge Trail improvements will provide a safe, fun, and inviting opportunity for recreation for young people, seniors, individuals, and families, not only at Booth Park, but also along the entire 1.5-mile Rouge Trail system, which connects with other public cultural, and educational resources. This project will provide greater access to additional recreational opportunities, including:

- A plaza entrance at Booth Park will provide a magnet for social interaction with an accessible gathering space at a location that provides a public restroom and connects the trail system with many downtown amenities, such as the weekly Farmer's Market.
- Families, seniors, and young people will be able to better connect their trail experience beginning with a visit to Booth Park and potentially working in a visit to the Birmingham Museum's two historic buildings or to Quarton Lake picnic

7. Does the project consider sustainable design/construction practices and help build community resilience and adaptation to climate change? If so, please summarize here. (250 word max)

During the design phase of the Booth Park Section of the Trail Improvements Concept Plan, the project will incorporate sustainable features. This approach is also in keeping with the City of Birmingham's sustainability goals, as recently developed in the city's strategic plan. Examples include

- designated chip stone areas for vehicle access and food trucks as opposed to concrete paving
- native plants and trees, which are more adaptive to climate change and extremes, such as drought, and help support wildlife
- a rain garden area, which will be used to manage surface/storm water and to provide an educational opportunity to help the public learn about this sustainable practice.

8. Does the project increase access to spaces and experiences that promote physical, mental, and social health for all? If so, please summarize here. (250 word max)

The City of Birmingham experienced a dramatic increase in use of outdoor facilities and parks during the pandemic as the public sought ways to recreate, safely engage with others, and experience the calming effect of nature. That interest has continued, and helped identified these needs through this project:

- Youth: Local students experienced considerable increases in anxiety, sadness, and stress and associated higher risk for substance abuse as an effect of the pandemic. The Booth Park project provides for a safe place for students to engage and socialize in a positive outdoor setting.
- Seniors: Loneliness, fear of infection, and lack of mobility during the pandemic have left their mark on this vulnerable population, and the Booth Park improvements offer a way to address concerns of our local senior center (NEXT) to help improve quality of life and health through accessible and comfortable improvements for older citizens

9. Has any public engagement been done around this project yet? If so please summarize here.

Public participation in the development of the 2018 Parks and Recreation Master Plan, and public engagement in the 2020 Parks and Recreation bond issue have informed the conceptual aspects of this project. In addition, the Trail Improvement Concept Plan has been reviewed by the City of Birmingham's Parks and Recreation Board, the Multi-Modal Board, and the Museum Board. In November of 2022, a further public input session was held by the Parks and Recreation Board, and the concept plan was promoted on the City's public engagement site, Engage Birmingham, in the form of a survey (<https://engage.bhamgov.org/>). Public engagement will continue, as the concept is refined and updated. Modifications based on public feedback will be incorporated into the design drawings.

10. Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed.

Booth Park is currently maintained by the City. The City is the owner of the property, it's part of our park inventory, included in the Parks Master Plan, and will continue to be maintained by the City.

With the development of the entire trail system in mind, and beginning with the Booth Park portion of the plan, maintenance costs will increase and the City will be adjusting staffing levels to accommodate this improvement along with other planned improvements. Each annual budget takes into account additional maintenance costs as part of its capital project planning levels to accommodate this improvement along with other planned improvements. The Department of Public Services plans to request the addition of 1 Parks and Forestry full time employee for the fiscal year 2024-2025, the fiscal year of which we anticipate the development of the Booth Park section to occur. We will also

11. Describe how the project will meet or exceed ADA guidelines. Describe any Universal Design principles that will be incorporated into the project.

The design will incorporate principles of universal design in numerous areas of the plan. Equitable use will be evident in the design; for example, the entry area and corner feature will address a wide range of individual preferences and abilities, including the restroom facility access, the food cart area, and the access to and viewing of the native gardens or nature trail.

The project design will incorporate the principle of simple and intuitive use and low physical effort, and the project will minimize risk and tolerance for error, and will take into consideration spacing needed to traverse up to and around elements of the park and trail in accordance with ADA guidelines. We are planning ADA parking at the Museum site and trail component, and plan to work with the City's Multimodal Transportation Board for additional ADA parking and signage.

12. Select whether or not the park or facility has any required entrance fees – annual, daily, non-resident, etc.

- No fees for park use
- Non-resident annual or daily fee
- Annual or daily fee for residents and non-residents
- Other (explain):

13. Select the ways in which people can access the site:

- Automobile only
- Automobile
- Bicycle on-street
- Dedicated bike lane
- Sidewalk
- Nearby bus stop (within ¼ mile)

E. Attachments

If possible please use the “Combine Files into one PDF” tool to combine your application materials into one PDF document. If you don’t have the ability to do so, individual files will still be accepted. Email all attachments to Kate Layton at laytonk@oakgov.com. Put your community name in the subject line of the email.

Required Attachments:

1. Project location map
2. Site plan or site map
3. Optional letters of support
4. Optional Other Materials
 - a) Design drawings/specifications
 - b) Photographs with captions that indicate the relevant content of the photo

Submission

Completed applications should be e-mailed to Kate Layton at laytonk@oakgov.com.

You will receive a confirmation e-mail within 48 hours indicating that we received your application. If your application file size is too large to e-mail, reach out to Kate or Donna for file-sharing options.

Applications should be submitted by April 21 at 5:00 p.m.

Contact Information:

Donna Folland
Supervisor – Planning and Resource Development
(248) 736-9087
follandd@oakgov.com

Kate Layton
Community Liaison
laytonk@oakgov.com



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CITY OF BIRMINGHAM

ROUGE RIVER TRAIL IMPROVEMENTS

ORDER OF MAGNITUDE COST ESTIMATE

November 1, 2022

BOOTH PARK IMPROVEMENTS

GENERAL CONDITIONS

Mobilization	LS	1	\$15,000.00	\$15,000.00
Insurance, Permits, and Bonds	LS	1	\$20,000.00	\$20,000.00
Project Sign	LS	1	\$2,000.00	\$2,000.00
Layout and Staking	LS	1	\$10,000.00	\$10,000.00
General Conditions (M, O & P @5%)	LS	1	\$20,028.00	\$20,028.00
SUBTOTAL				\$67,028.00

SITE PREPARATION AND REMOVALS

Soil Erosion & Sedimentation	LS	1	\$8,000.00	\$8,000.00
Site Preparation & Grading	SY	3,494	\$3.75	\$13,102.50
Concrete and Curb Removal	LS	1	\$2,000.00	\$2,000.00
SUBTOTAL				\$23,102.50

TRAIL ENTRY

Columns	EA	2	\$10,000.00	\$20,000.00
Granite Pavers	SF	320	\$60.00	\$19,200.00
SUBTOTAL				\$39,200.00

PLAZA IMPROVEMENTS

Concrete Plaza Paving (6" depth)	SF	6,541	\$10.00	\$65,410.00
Seat Wall Curb Planter	LF	70	\$250.00	\$17,500.00
Entrance Sign	LS	1	\$15,000.00	\$15,000.00
Cobblestone Pavers	SF	1311	\$25.00	\$32,775.00
Curb and Gutter Patch	LS	1	\$5,000.00	\$5,000.00
Crushed Stone Trail	SY	268	\$18.00	\$4,824.00
Timber Edging	LF	612	\$30.00	\$18,360.00
Bench	EA	2	\$3,000.00	\$6,000.00
SUBTOTAL				\$164,869.00

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RESTROOM BUILDING

Easi Set Restroom	LS	1	\$90,000.00	\$90,000.00
Waterline and Connections	LF	118	\$85.00	\$10,030.00
Sanitary Line and Connections	LF	147	\$60.00	\$8,820.00
Electric Line and Connections	LF	172	\$45.00	\$7,740.00

SUBTOTAL

\$116,590.00

LANDSCAPE IMPROVEMENTS

Tree Grates	EA	2	\$3,000.00	\$6,000.00
Trees	EA	2	\$650.00	\$1,300.00
Restoration Seeding and Topsoil	SY	285	\$3.50	\$997.50
Perennial Planting in Planter	LS	1	\$1,500.00	\$1,500.00

SUBTOTAL

\$9,797.50

SUBTOTAL

\$420,587.00

Design and Bidding Contingency (10%)

\$42,058.70

Construction Contingency (10%)

\$42,058.70

Professional Fees (9%)

\$45,423.40

Topographic Survey

\$6,000.00

Soil Borings

\$8,000.00

EGLE PERMIT

\$2,000.00

TOTAL

\$566,127.80

ALTERNATE

Traditional Restroom Building	LS	1	\$110,000.00	\$110,000.00
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SUBTOTAL

\$110,000.00



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MUSEUM TRAIL IMPROVEMENTS

Description	Unit	No. of Units	Price	Extension
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GENERAL CONDITIONS

Mobilization	LS	1	\$15,000.00	\$15,000.00
Insurance, Permits, and Bonds	LS	1	\$10,000.00	\$10,000.00
Project Sign	LS	1	\$2,000.00	\$2,000.00
Layout and Staking	LS	1	\$10,000.00	\$10,000.00
General Conditions (M, O & P @5%)	LS	1	\$28,568.00	\$28,568.00
SUBTOTAL				\$65,568.00

SITE PREPARATION AND REMOVALS

Soil Erosion & Sedimentation	LS	1	\$8,000.00	\$8,000.00
Site Preparation & Grading	SY	5,534	\$3.75	\$20,752.50
Concrete and Curb Removal	LS	1	\$2,000.00	\$2,000.00
SUBTOTAL				\$30,752.50

TRAIL ENTRY

Columns	EA	6	\$10,000.00	\$60,000.00
Granite Pavers	SF	583	\$60.00	\$34,980.00
Confidence Markers and Trail Signage	EA	8	\$750.00	\$6,000.00
Bench	EA	3	\$3,000.00	\$9,000.00
Waste Receptacle	EA	3	\$2,500.00	\$7,500.00
Trellis	LS	1	\$20,000.00	\$20,000.00
SUBTOTAL				\$137,480.00

BOARDWALK

Boardwalk Ramp and Overlook	SF	2214	\$120.00	\$265,680.00
Boardwalk Steps	SF	575	\$150.00	\$86,250.00
Timber Abutment at Boardwalk	EA	2	\$3,750.00	\$7,500.00
SUBTOTAL				\$359,430.00



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Description	Unit	No. of Units	Price	Extension
LANDSCAPE IMPROVEMENTS				
Restoration Seeding and Topsoil	SY	285	\$3.50	\$997.50
Shrubs at Trellis Seating	EA	19	\$300.00	\$5,700.00
				\$6,697.50
SUBTOTAL				<u>\$599,928.00</u>
Design and Bidding Contingency (10%)				\$59,992.80
Construction Contingency (10%)				\$59,992.80
Professional Fees (9%)				\$64,792.22
Topographic Survey				\$5,000.00
Soil Borings				\$8,000.00
TOTAL				<u><u>\$797,705.82</u></u>



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Description	Unit	No. of Units	Price	Extension
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LINDEN TRAIL IMPROVEMENTS

GENERAL CONDITIONS

Mobilization	LS	1	\$15,000.00	\$15,000.00
Insurance, Permits, and Bonds	LS	1	\$10,000.00	\$10,000.00
Project Sign	LS	1	\$2,000.00	\$2,000.00
Layout and Staking	LS	1	\$3,000.00	\$3,000.00
General Conditions (M, O & P @5%)	LS	1	\$25,309.00	\$25,309.00
SUBTOTAL				\$55,309.00

SITE PREPARATION AND REMOVALS

Soil Erosion & Sedimentation	LS	1	\$20,000.00	\$20,000.00
Site Preparation & Grading	LS	1	\$8,000.00	\$8,000.00
SUBTOTAL				\$28,000.00

TRAIL ENTRY/ OVERLOOK

Columns	EA	2	\$10,000.00	\$20,000.00
Granite Pavers	SF	240	\$60.00	\$14,400.00
Confidence Markers and Trail Signage	EA	2	\$750.00	\$1,500.00
Bench	EA	1	\$3,000.00	\$3,000.00
Waste Receptacle	EA	1	\$2,500.00	\$2,500.00
SUBTOTAL				\$41,400.00

TRAIL IMPROVEMENTS

Crushed Stone Trail	SY	286	\$18.00	\$5,148.00
Timber Edging	LF	638	\$30.00	\$19,140.00
SUBTOTAL				\$24,288.00

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Description	Unit	No. of Units	Price	Extension
BOARDWALK AND BRIDGE				
Pre-Fabricated Bridge (75' x 10')	LS	1	\$250,000.00	\$250,000.00
Elevated Boardwalk	SF	770	\$150.00	\$115,500.00
Concrete Abutment at Bridge	EA	2	\$7,500.00	\$15,000.00
SUBTOTAL				\$380,500.00
SUBTOTAL				\$531,497.00
Design and Bidding Contingency (10%)				\$53,149.70
Construction Contingency (10%)				\$53,149.70
Professional Fees (9%)				\$57,401.68
Topographic Survey				\$10,000.00
Soil Borings				\$8,000.00
Hydraulic Analysis Study				\$15,000.00
EGLE PERMIT + Hydraulic Review Fee				\$3,500.00
TOTAL				\$731,698.08

Evaluations of the Project Budget and Estimates of Construction Cost prepared by MCSA Group represents their judgment as design professionals. It is recognized, however, MCSA Group has no control over the cost of labor, materials or equipment, nor a contractor's methods of determining bid prices, or over competitive bidding, or market conditions. Accordingly, MCSA Group cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any estimate of construction cost or evaluation prepared by MCSA Group.

Related Initiatives

There are several related planning initiatives that are significant in terms of their relevance to the provision of recreation within the City of Birmingham. Each initiative is described in further detail in Table 4:

Table 4: City of Birmingham Planning Initiatives

City of Birmingham Parks and Recreation Initiatives		
INITIATIVE	SUMMARY	PARKS AND RECREATION IMPLICATION
Poppleton Park Concept Plan (2016)	In 2016, the City prepared a concept plan which was endorsed by the Parks and Recreation Board and received by the City Commission.	The Department of Public Services is in the process of requesting funding, applying for grants, and soliciting donations for the implementation of the Concept Plan.
Adams Park Concept Plan (2016)	The Adams Park Concept Plan presents proposed phasing and development plans for renovations to the park. The Adams Park Concept Plan was endorsed by the Parks and Recreation Board in August 2016 and received by the City Commission in October 2016.	The Department of Public Services is in the process of requesting funding, applying for grants, and soliciting donations for the implementation of the Concept Plan.
Kenning Park Concept Plan (2014)	In 2014, the City prepared a concept plan which included ball field expansion and improvements. The Plan was endorsed by the Parks and Recreation Board and approved by the City Commission.	The Department of Public Services is currently in the process of seeking partnerships to assist in the implementation of selected elements of the concept plan.
Booth Park Phase III Concept Plan (2007)	In 2007, residents and business owners throughout the community participated in the development of a Booth Park Concept Plan which identified three improvement phases.	DPS has already implemented Phase I and Phase II of the Booth Park Concept Plan. In the next five years, the City anticipates implementing Phase III of the plan which includes the development of the entrance plaza.
Barnum Park Phase II Concept Plan (2012)	The Barnum Park Phase II Concept Plan was developed in 2012. The Concept Plan calls for the construction of four shade structures and various landscape improvements.	Landscape improvements and the installation of two of the proposed four shade structures were completed in 2013. In the next five years, the City anticipates the installation of the final elements of the Barnum Park Phase II Concept Plan.
The Rouge River Trail Corridor Master Plan (2006)	The Rouge River Trail Corridor Master Plan identifies specific goals, trail improvements, concerns and desires for the River Rouge Trail Corridor as expressed by residents, City Commission, and Parks and Recreation Board.	The Rouge River Trail Corridor Master Plan has served as a guide map for the development of the trail system in Birmingham. The DPS is actively implementing trail connections and improvements identified in this plan.

**The City and Parks and Recreation Board are exploring partnership opportunities with Birmingham Little League to assist in the implementation of the Kenning Park Concept Plan. Birmingham Little League has proposed modifying the Kenning Park Concept Plan by removing one of the three proposed ball fields.*

Other City of Birmingham Initiatives

INITIATIVE	SUMMARY	PARKS AND RECREATION IMPLICATION
<p>Birmingham Museum Landscape Master Plan (expected 2018)</p>	<p>The Birmingham Museum Landscape Master Plan will build off the museum’s overall 2017-2020 Strategic Plan to integrate the museum’s mission and priorities, with particular emphasis on the preservation and interpretation of historic elements in the landscape.</p>	<p>The Birmingham Museum is an important element in the Parks system. Recommendations developed in the Master Plan can present opportunities for partnership between Museum Leadership and the Department of Public Services.</p>
<p>Multi-Modal Transportation Plan (2017-2018)</p>	<p>The City of Birmingham is in the process of developing a citywide multi-modal transportation plan. The plan will be used by the City to improve and expand opportunities for pedestrians, bicycles and transit users to respond to the growing demand for alternative forms of travel and to promote safe and comfortable transportation options.</p>	<p>The Multi-Modal Transportation Plan will plan for safe walking, biking, and transit connections to City of Birmingham Parks. The desire for better multi-modal connections was one of the most frequently heard needs from the public engagement process of the Parks and Recreation Plan.</p>
<p>Eton Road Corridor Plan (2013)</p>	<p>This plan addresses development along the Eton Road Corridor. It specifically encourages a mixed used corridor with a mix of commercial, service, light industrial, and residential uses.</p>	<p>The Eton Road Corridor Plan calls for the development of a linear park along the CN Railroad corridor. The linear park could significantly improve park access in the rail district.</p>
<p>Activating Urban Space: A Strategy for Alleys and Passages (2012)</p>	<p>This study identifies alleys and passages in and around Downtown Birmingham and seeks to provide a framework to classify alleys and passages into different categories based on their existing uses and to outline options to capitalize on opportunities for aesthetic improvement and activation of these spaces.</p>	<p>The recommendations in this plan encourage the enhancement of the urban realm by improving pedestrian and bicycle connectivity and better engagement opportunities within alleys. Improved multi-modal access is important to park system and the space created in alleys offer the opportunity for innovative recreation partnerships between DPS, the Planning Department, and the Birmingham Shopping District.</p>
<p>Triangle District Urban Design Plan (2007)</p>	<p>This plan sets forth a new vision for the Triangle District as a vibrant, mixed-use neighborhood of homes, shops, restaurants, offices and public plazas and identifies guidelines, and recommendations to achieve this vision.</p>	<p>The plan identifies opportunities for integrating public plazas and opens space as part of any redevelopment within the district. These public plazas and open spaces will complement the parks system.</p>
<p>Wayfinding & Signage Design Program (2004)</p>	<p>This plan is designed to establish a vision and long-range set of general guidelines for the community’s current and future signage needs. The document serves as a blueprint for addressing the signage system as it relates to way-finding around the City and identification of points of interest.</p>	<p>Wayfinding and signage are important elements of the park system. Wayfinding to parks increase residents’ knowledge of the system and signage within the parks improves the enjoyment of amenities provided.</p>
<p>Downtown Birmingham 2016: Master Plan (1996)</p>	<p>The Downtown Birmingham 2016 master plan a strategic document for the development of Birmingham for over 20 years. The plan made recommendations establishing the development of a City with a downtown instead of the conventional suburban design. Some topics discussed include: streetscaping, traffic circulation, and overlay zones.</p>	<p>The plan included ten park improvements; a civic square expansion; a traffic-calming boulevard; and specified an entirely new streetscape plan including lighting, benches, and paving. The recommendations in the plan has helped Birmingham develop as economically successful community and as one of the most walkable cities in Southeast Michigan.</p>

aligned with the post office are sites for future civic use, reflecting the strategy of the 1920s plan.

Recommendation: Raise the funds, by taxation, donation, or with the profits from the sale of other lands (the North Woodward surface lot, for instance), to purchase the lots along Martin Street that face Shain Park, and “bank” them for future civic buildings. Also, the post office status should be monitored so that it is not lost to a suburban site.

References:

- Precedents: San Francisco, St. Louis, Cleveland, and Katonah civic centers.
- Arthur C. Comey, “General Village Plan,” Report of the Village Planning Commission, 1929.
- Appendices G – 1 and G – 5.

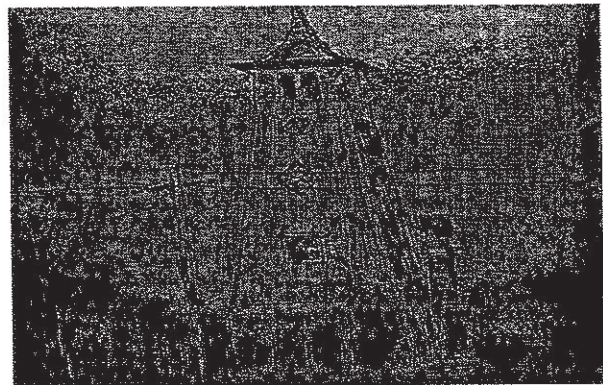
**SPECIFIC PROJECT 5:
THE BOOTH PARK PAVILION**

Finding: Booth Park has the potential to contribute to Gallery Row.

Discussion: The gallery and shop owners on North Woodward have expressed a desire for more cafes and restaurants in proximity to the galleries. The sole restaurant is often busy and an additional one, of a different character, is warranted. As Booth Park is being reconstructed with playing fields, a new cafe on the corner of its grounds could cater to parents and others watching games during the day. At night, this additional venue, opposite the existing restaurant, would enliven the intersection, bringing customers to window-shop the galleries. The reason that parks in some cities are exceedingly popular is that food and beverages are provided, allowing people to stay for extended periods of time.

Recommendation: Encourage a new cafe or pub on Booth Park at the corner of north Woodward and Harmon, possibly as a public-private partnership. The cafe, as drawn (Illus. 55), has a tower that revives the memory of Birmingham’s lost hose-drying tower (Illus. 54).

References: The City of Miami has extensive experience with public-private partnerships for restaurants along its waterfront parks.



Illus. 54. The fire tower, now lost, could inspire the design of the pavilion at Booth Park



Illus. 55. The proposed pavilion at Booth Park should anchor the corner and supply food and drink to the people in the park.

Table 8: Five-Year Capital Improvement Plan

The following capital improvements are conceptual and subject to change based on annual prioritization; actual funding sources are largely undetermined during conceptual planning, thus, potential funding sources will be investigated and sought as projects move from the conceptual phase to design / funding phase.

ACTION	Completed (2012-2017)	2018	2019	2020	2021	2022	Estimated Total Over Five Years	Potential Funding Source(s) ¹
General Park Enhancements								
Continue general landscape maintenance and beautification		X	X	X	X	X	\$45,000	Donations / General Fund
General baseball/softball field maintenance		X	X	X	X	X	\$25,000	ASA Grant / General Fund
General tennis court maintenance		X	X	X	X	X	\$60,000	General Fund
Installation of bike racks		X	X				\$20,000	General Fund
Installation of drinking fountains		X	X	X	X	X	\$50,000	Donations / General Fund
Land acquisition opportunities							TBD	Donations / General Fund
Open space maintenance (i.e., seeding, drainage and grading at various parks)		X	X	X	X	X	\$50,000	Donations / General Fund
Inclusive/accessible playground enhancements ²			X		X		\$100,000	Donations / General Fund / Grants
Reforestation of public property		X	X	X	X	X	\$25,000	Donations / General Fund / Grants
Site furnishings (benches, trash receptacles, tables)		X	X	X	X	X	\$80,000	Donations / General Fund / Grants
Installation of electric outlets			X				TBD	Donations / General Fund
Installation of park shelters (location TBD)			X				\$20,000	Donations / General Fund
Update park signage	■							
Park Enhancements to Explore (Locations TBD)								
Pickle ball court development							TBD	TBD
Installation of splash pad							TBD	TBD
Platform tennis court development							TBD	TBD
Installation of wi-fi and mobile device charging stations							TBD	TBD
Adams Park								
Implement Adams Park Master Plan ²			X	X			\$582,000	Donations / General Fund / Grants Public-Private Partnership
Develop Adams Park Master Plan	■							

- Completed 2012 – 2017
- X Planned for 2018 – 2022

■ Explore and potentially implement 2018 – 2022

¹ Public-private partnerships (P3s) will be investigated and implemented whenever feasible and determined to be in the public interest; projects listing P3s as a funding have already been identified

² Inclusive / accessible playground enhancements will meet or exceed ADA accessibility standards

ACTION	Completed (2012-2017)	2018	2019	2020	2021	2022	Estimated Total Over Five Years	Potential Funding Source(s) ¹
Barnum Park								
Install two new pergolas		X					\$30,000	Donations / General Fund / Grants
Softball field maintenance	▪							
Installation of new tables and chairs	▪							
Installation of two pergolas	▪							
Soccer / open play field enhancements	▪							
Booth Park								
Evaluate bridge trail access							TBD	Donations / General Fund / Grants
Reevaluate Phase 3 entrance plaza							TBD	Donations / General Fund / Grants
Installation of porous paving	▪							
Trail system improvements	▪							
Crestview Park								
Inclusive/accessible playground enhancements ²					X		\$200,000	Donations / General Fund / Grants
Soccer / open play field enhancements	▪							
Fairway Park								
Bank stabilization	▪							
Howarth Park								
Baseball field improvements			X				\$20,000	Donations / General Fund / Grants
Kenning Park								
Phased implementation of Kenning Park Master Plan (partial) ²		X	X	X			\$1,200,000	Donations / General Fund / Grants / Public-Private Partnership
Parking lot and pedestrian-scale lighting			X				\$90,000	General Fund / Grants
Develop Kenning Park Master Plan	▪							Capital Improvement Fund / Donations / General Fund
Softball/baseball field maintenance	▪							
Tennis court crack repair/paint	▪							
Parking lot re-construction	▪							
Linden Park								
Inclusive/accessible playground enhancements ²					X		\$75,000	Donations / General Fund / Grants
Trail extension from Linden Park trail to Maple Road	▪							

- Completed 2012 – 2017
- X Planned for 2018 – 2022
- Explore and potentially implement 2018 – 2022

¹ Public-private partnerships (P3s) will be investigated and implemented whenever feasible and determined to be in the public interest; projects listing P3s as a funding source are those for which partners have already been identified.

² Inclusive / accessible playground enhancements will meet or exceed ADA accessibility standards.

ACTION	Completed (2012- 2017)	2018	2019	2020	2021	2022	Estimated Total Over Five Years	Potential Funding Source(s) ¹
Manor Park								
Reforestation	■							
Martha Baldwin Park								
Improve native plant garden/monarch waystation		X					\$12,000	Donations / General Fund / Grants
Potential location for artwork							TBD	Donations / General Fund / Grants
Pembroke Park								
Inclusive/accessible playground enhancements ²				X			\$200,000	Donations / General Fund / Grants
Portable restroom screening		X					\$10,000	General Fund
Baseball field maintenance	■							
Soccer / open play field enhancements	■							
New drinking fountain	■							
Poppleton Park								
Inclusive/accessible playground enhancements ²		X	X				\$650,000	Donations / General Fund / Grants
Softball field improvements			X				\$25,000	Donations / General Fund / Grants
Develop Poppleton Park Master Plan ²	■							
Softball field improvements	■							
Analyze parking (expansion)	■							
Crown baseball diamonds	■							
Quarton Lake								
Reforestation		X	X	X	X	X		Donations / General Fund / Grants
Rouge River Trail Corridor								
Removal of debris and riverbank stabilization		X	X	X	X	X	\$30,000	Donations / General Fund / Grants
Trail system improvements		X	X				\$50,000	Donations / General Fund / Grants
Selected master plan improvements				X	X	X	\$500,000	Donations / General Fund / Grants
Shain Park								
Play/musical equipment			X				\$15,000	Donations / General Fund / Grants
Springdale Park								
Shelter site furnishing		X	X				\$40,000	Donations / General Fund / Grants
Inclusive/accessible playground enhancements ²				X			\$200,000	Donations / General Fund / Grants

- Completed 2012 – 2017
- X Planned for 2018 – 2022
- Explore and potentially implement 2018 – 2022

¹ Public-private partnerships (P3s) will be investigated and implemented whenever feasible and determined to be in the public interest; projects listing P3s as a funding source are those for which partners have already been identified.

² Inclusive / accessible playground enhancements will meet or exceed ADA accessibility standards.

ACTION	Completed (2012-2017)	2018	2019	2020	2021	2022	Estimated Total Over Five Years	Potential Funding Source(s) ¹
St. James Park								
Soccer / open play field enhancements				X			\$15,000	Donations / General Fund / Grants
Inclusive/accessible playground enhancements ²						X	\$200,000	Donations / General Fund / Grants
Baseball field maintenance	▪							
Soccer / open play field improvements	▪							
Investigate private / public partnerships	▪							
Tennis court crack repair	▪							
Ice Arena								
Explore interior building improvements (underway)		X	X	X	X		TBD	Donations / General Fund / Grants
Building/facility assessment		X	X				TBD	General Fund
Replace rink refrigeration system - rink floor and piping and mechanical room (main / studio rinks)			X	X			\$1,900,000	Donations / General Fund / Grants
Study locker room/conference room expansion		X	X				TBD	General Fund / Public-Private Partnership
Lincoln Hills Golf Course								
Add cart paths							TBD	Grants / Golf Course Fund
Redesign #1 tee							TBD	Grants / Golf Course Fund
Practice putting green expansion							TBD	Grants / Golf Course Fund
Maintenance building expansion							TBD	Grants / Golf Course Fund
Parking lot lights improvements							TBD	Grants / Golf Course Fund

- Completed 2012 – 2017
- X Planned for 2018 – 2022
- Explore and potentially implement 2018 – 2022

¹ Public-private partnerships (P3s) will be investigated and implemented whenever feasible and determined to be in the public interest; projects listing P3s as a funding source are those for which partners have already been identified.

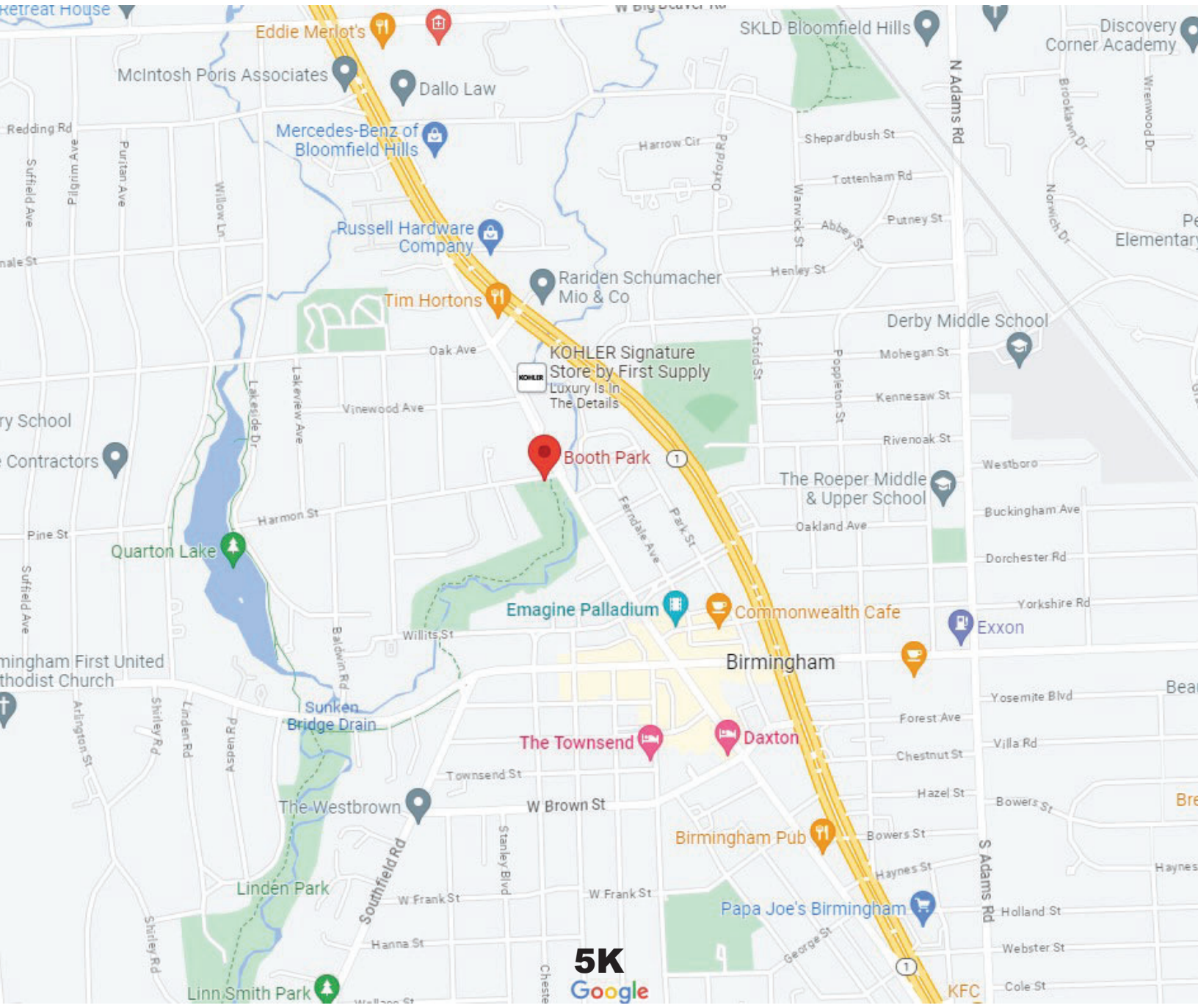
² Inclusive / accessible playground enhancements will meet or exceed ADA accessibility standards.

ACTION	Completed (2012-2017)	2018	2019	2020	2021	2022	Estimated Total Over Five Years	Potential Funding Source(s)
Springdale Golf Course								
Add cart paths							TBD	Golf Course Fund
Replace irrigation system			X	X			\$525,000	Golf Course Fund
New bathroom on course		X	X				\$15,000	Grants / Golf Course Fund
Maintenance building expansion					X	X	TBD	Golf Course Fund
Renovate bank #5 and #6		X	X				TBD	Golf Course Fund
New bunker #2		X	X				TBD	Golf Course Fund
Chip seal parking lot			X	X			\$30,000	Golf Course Fund
Add parking lot lights		X	X	X			TBD	Grants
Patio renovations				X			TBD	Donations / Golf Course Fund
New dining room furniture			X	X			TBD	Donations / Golf Course Fund

- Completed 2012 – 2017
- X Planned for 2018 – 2022
- Explore and potentially implement 2018 – 2022

¹ Public-private partnerships (P3s) will be investigated and implemented whenever feasible and determined to be in the public interest; projects listing P3s as a funding source are those for which partners have already been identified.

² Inclusive / accessible playground enhancements will meet or exceed ADA accessibility standards.



Eddie Merlot's

SKLD Bloomfield Hills

Discovery Corner Academy

McIntosh Poris Associates

Dallo Law

Mercedes-Benz of Bloomfield Hills

Russell Hardware Company

Tim Hortons

Rariden Schumacher Mio & Co

KOHLER Signature Store by First Supply
Luxury Is in The Details

Booth Park

Derby Middle School

Quarton Lake

Emagine Palladium

Commonwealth Cafe

Exxon

The Roeper Middle & Upper School

Birmingham First United Methodist Church

Sunken Bridge Drain

The Townsend

Daxton

Birmingham

The Westbrown

Birmingham Pub

Papa Joe's Birmingham

Linn Smith Park

5K
Google

KFC



**OVERALL SITE MAP
TRAIL IMPROVEMENT CONCEPT PLAN
BIRMINGHAM, MICHIGAN**

5K

NOT TO SCALE



DATE
10.10.2022
PROJECT NO.
2149



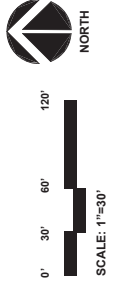


BOOTH PARK TRAIL IMPROVEMENT CONCEPT PLAN

BIRMINGHAM, MICHIGAN



DATE: 10.10.2022
PROJECT NO: 2149





PARK SIGNAGE
(With Plantings)

PARK PERIMETER SEATING
(With pavers, pre cast concrete seat walls, and benches)

RESTROOM BUILDING
(With two Universal Stalls in plaza area with pavers and planter seating walls with trees)

EXISTING STREET TREES AND SIDEWALK

EXISTING BRIDGE

EXISTING ON-STREET PARKING

EXISTING FENCE

EXISTING PLAYGROUND
(With space for food truck/ coffee cart parking, and movable bistro seating to allow for vehicle access into park.)

EXISTING WALL

TRAIL ENTRY AND IDENTIFIER
8' CRUSHED STONE TRAIL WITH TIMBER EDGER

EXISTING EVENT LAWN
(REGRADE AS NECESSARY)

TEMPORARY STAGE LOCATION
10' CONCRETE PATH

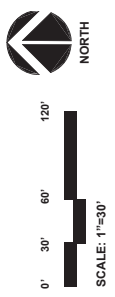
EXISTING SIDEWALK

EXISTING FENCE

EXISTING WOOD CHIP TRAIL

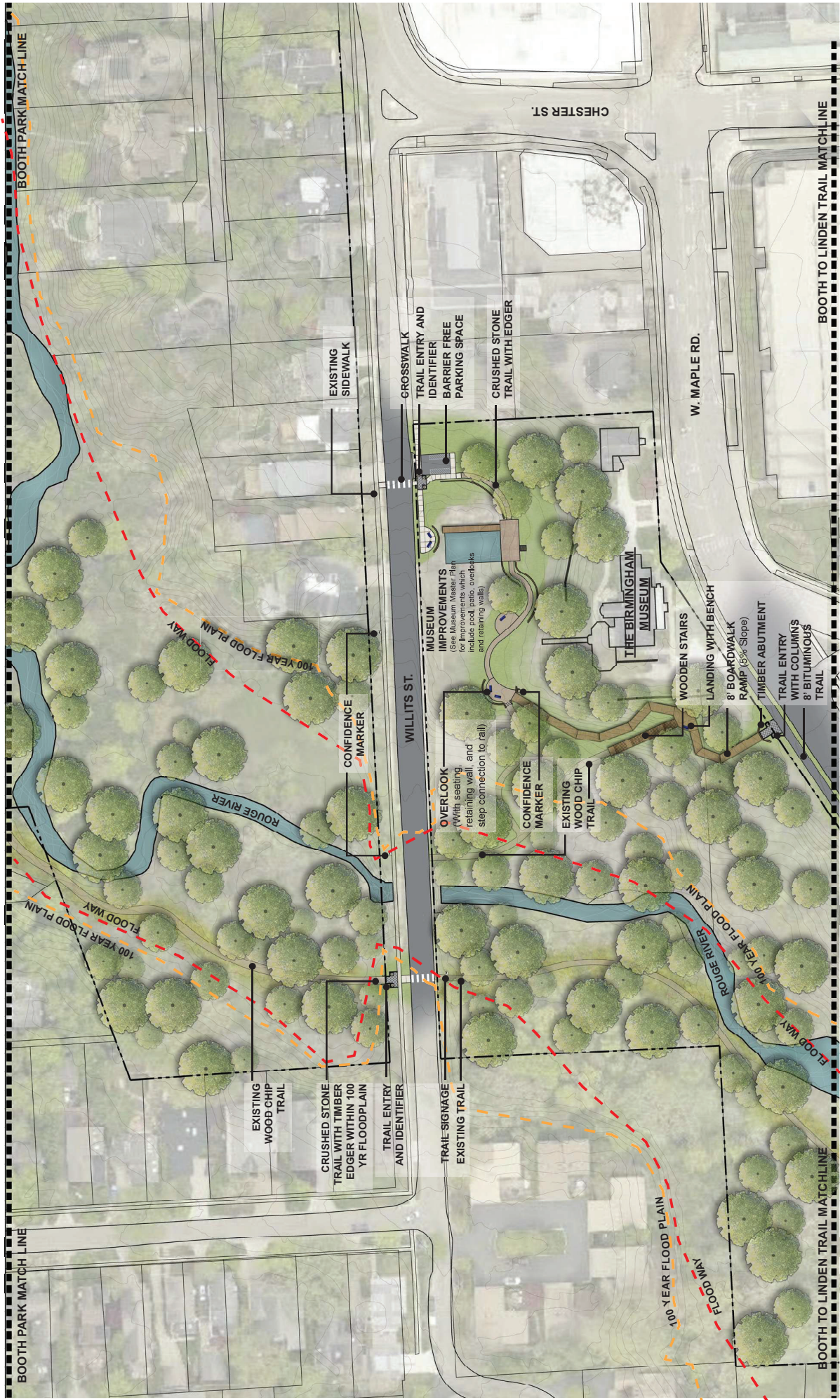
FLOOD WAY

BOOTH PARK - WITH UTILITIES TRAIL IMPROVEMENT CONCEPT PLAN BIRMINGHAM, MICHIGAN



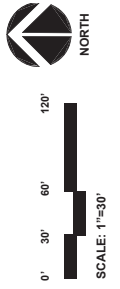
DATE
10.10.2022
PROJECT NO.
2149





MUSEUM TRAIL IMPROVEMENT CONCEPT PLAN

BIRMINGHAM, MICHIGAN



DATE
10.10.2022
PROJECT NO.
2149



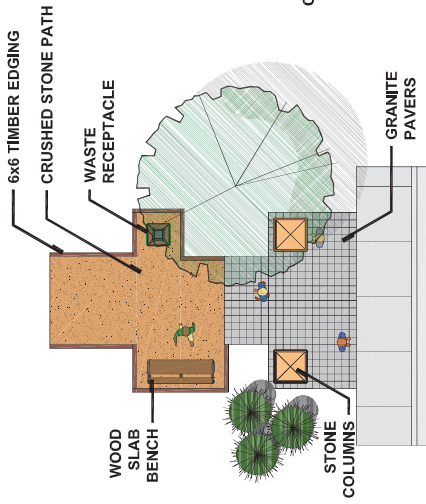


LINDEN TRAIL TRAIL IMPROVEMENT CONCEPT PLAN BIRMINGHAM, MICHIGAN



DATE
10.10.2022
PROJECT NO.
2149

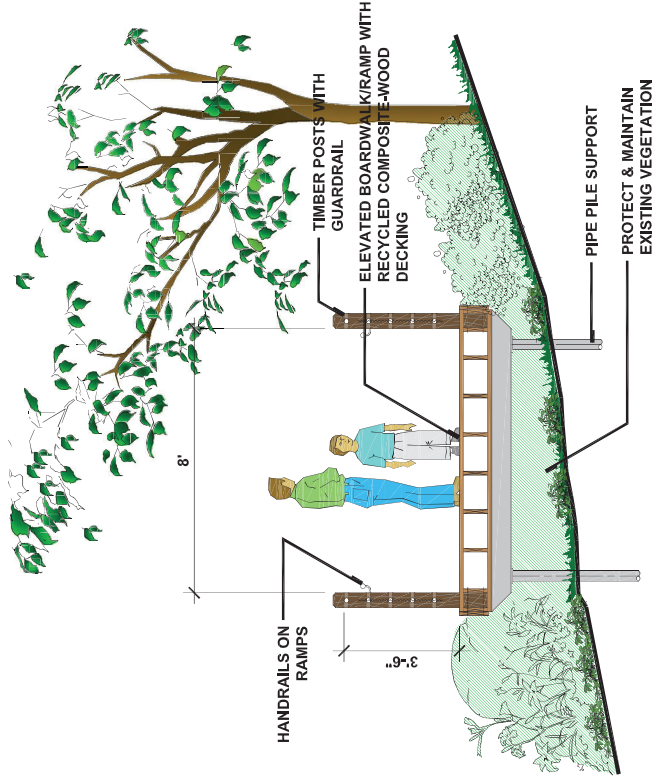




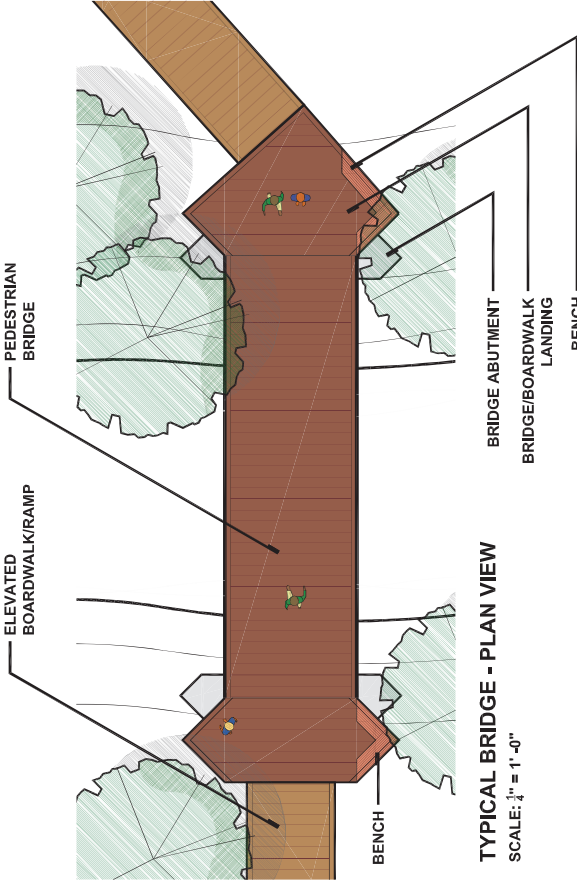
TRAIL ENTRY AND IDENTIFIER - PLAN VIEW
SCALE: 3/4" = 1'-0"



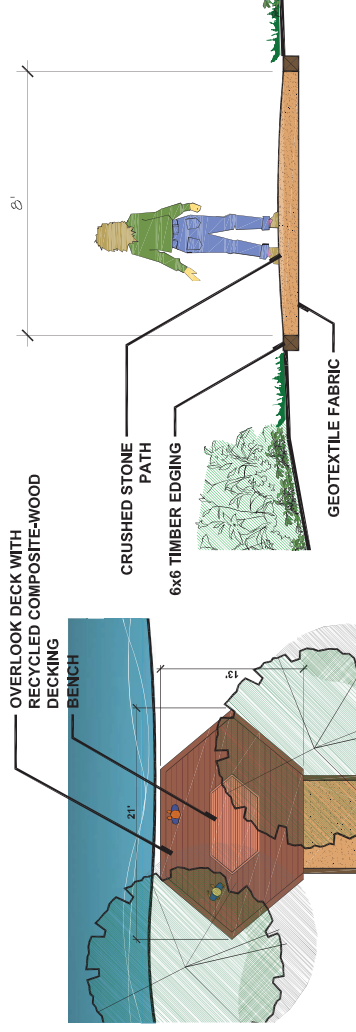
TRAIL ENTRY AND IDENTIFIER - SECTION VIEW
SCALE: 3/4" = 1'-0"



ELEVATED BOARDWALKS AND RAMPS - SECTION VIEW
SCALE: 3/4" = 1'-0"



TYPICAL BRIDGE - PLAN VIEW
SCALE: 3/4" = 1'-0"



OVERLOOK DECK - PLAN VIEW
SCALE: 3/4" = 1'-0"

CRUSHED STONE PATH - SECTION VIEW
SCALE: 3/4" = 1'-0"

DESIGN DETAILS TRAIL IMPROVEMENT CONCEPT PLAN BIRMINGHAM, MICHIGAN

RESTROOM BUILDING PRE-FABRICATED



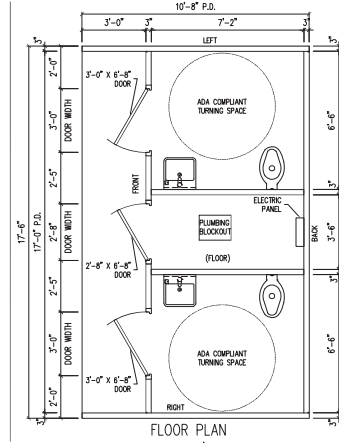
SHADE SHELTER OPTIONS



SHOWN WITH OPTIONAL VINE CLIMBING TIMBERS



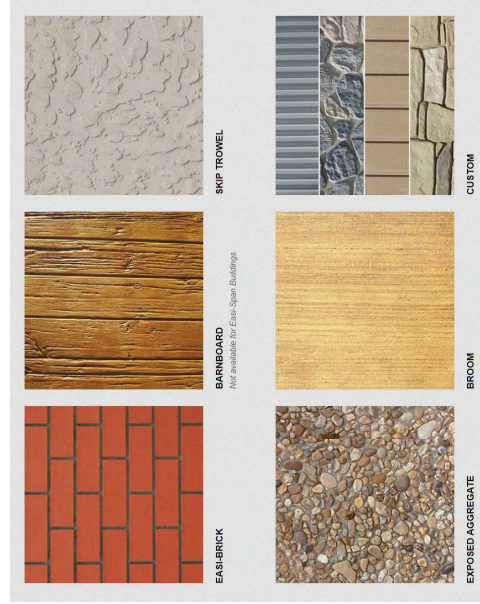
SHOWN ABOVE WITH OPTIONAL VINE CLIMBING TIMBERS AND BENCHES



BOOTH PARK ENTRANCE PLAZA



DESIGN VOCABULARY TRAIL IMPROVEMENT CONCEPT PLAN BIRMINGHAM, MICHIGAN





Together We Can... Keep Our Youth Safe & Substance Free

December 15, 2022

RE: MI Spark Grants for the trail improvements project

To Whom it May Concern,

The City of Birmingham's Parks and Recreation Department plays a vital role in the work our 501(c)(3) nonprofit organization does to prevent youth focused substance abuse prevention, health and wellness. It is on numerous occasions that we utilize the City's outdoor spaces for events, meetings and outings.

An integral part of our prevention work is with high school teens from our 10 public, private and parochial schools who volunteer on our Youth Action Board (YAB). This group meets year-round, several times a month, to ensure all we do is youth infused; lending their voices and experiences to represent their peers on a variety of topics important to teens today. The YAB also serves as a support group for teens where they can safely and confidently share their struggles with one another and support each other in healthy, thoughtful ways.

We are very excited about the trail improvement plans as it will enhance our ability to utilize the outdoor spaces. Being in beautiful, accessible, safe, and usable outdoor areas is even more important in today's world as a result of the pandemic and the youth mental health crisis that is prevailing in all communities.

Studies have proven the healing effects of being outdoors in nature and for this very reason, along with the decline in our teens' mental health, our organization makes a concerted effort to be outdoors whenever possible.

Following is just some of the responses from our YAB teens when asked about the planned improvements:

"Teens would benefit from these updates because it will encourage them to go outside more and enjoy nature. Having access to an outdoor space can help teens to relax and de-stress."

"Teens will have that much more of a reason to go outside and spend time off screens. This will also improve safety for the surrounding people and areas."

"It will give us more areas to explore and hang out/study in when the weather is nice. It sounds really nice and I think the scenery might be the best part."

"This will be beneficial to teens because it will give them more spaces to hang out outside. It is important for teens to get fresh air and have a space they can relax after long days of school and weekends with loads of homework."

Needless to say, we whole-heartedly support the City's improvement plan and look forward to it!

Sincerely,

Carol Mastroianni, Executive Director



December 12, 2022

Carrie Laird, Parks Manager
City of Birmingham, Department of Parks and Recreation
151 Martin Street
Birmingham, MI 48009

Dear Ms. Laird,

The mission of the Friends of the Birmingham Museum (a.k.a., the Birmingham Historical Society) is to provide support for the museum's programs, activities, and operation in its work to preserve and interpret Birmingham's history. Part of that history is incorporated in the four acres of grounds around the museum acquired by the City of Birmingham in 1970 as a historic park for the use and enjoyment of the public. The 1926 Allen House and 1822 Hunter House help demonstrate our important history to students, seniors, and the general community, and the physical landscape of the park includes historic and natural features that are part of our unique story.

To that end, we have worked with the City of Birmingham's Museum Board to create a Landscape Master Plan and support its implementation with fundraising activities and community events. We are especially excited to see the Pond Zone improvements, as they will help improve the visibility and barrier-free access to the museum's grounds, which include historically important natural springs and one of the earliest private swimming pools in America, built in 1926 by the Harry Allen family. But more than that, the plan to create rain gardens and reintroduce native trees and plants around the pond offer opportunities to educate students and families about the importance of these natural and historic plants to keep our pond healthy and sustainable into the future.

Unfortunately, some of the most interesting parts of the museum grounds are currently difficult to access due to the steepness of the landscape and the lack of pathways at the pond and to the Rouge Trail. As the museum grounds are adjacent to the trail, we think it makes good sense to help connect the two sites for the benefit and use of the public. We wholeheartedly support the Michigan Spark grant application by the City of Birmingham's Parks and Recreation Department for Rouge Trail improvements and enhanced access between the trail system and the museum site. The City has knowledgeable staff and has demonstrated excellence in their past park improvement projects. We look forward to possible funding from the Spark grant to bring these natural and historic resources closer to our community.

Kindest regards,

Marty Logue, Treasurer
Friends of the Birmingham Museum

The Friends of the Birmingham Museum is a 501c3 non-profit organization (Tax ID# 38-6111227).

556 W. Maple • Birmingham, MI • 48009 248-340-3703 • friends.of.bhmp@gmail.com



Your Place to Stay Active & Connected

Cris Braun
Executive Director
CBraun@birmingham.k12.mi.us
248.203.5270

Proudly serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin, and surrounding areas.

December 2nd, 2022

Dear Michigan Natural Resources Selection Committee,

On behalf of Birmingham Next, please accept this letter of support for Birmingham's Trail Improvements application through the Michigan Spark Grant. As the director of the area's 50 plus community center, I am very aware of the need for safe, accessible pathways for all our residents. As our population continues to age, this need is even more necessary, and will help our senior residents stay active. An improved trail system would be a welcome addition to our city's landscape, allowing all residents to enjoy amenities that are currently difficult to navigate.

The project consisting of Trail Improvements to the Rouge River Corridor, New Restroom and Plaza Space at Booth Park and Improvements to the Birmingham Museum Trails and Accessible Parking. These improvements will provide a wide range of recreational options for residents of all generations. These recreational assets will be a benefit to our residents not only for passive use, but also with the City's programs and special events.

If you have any questions, please do not hesitate to contact me.

Thank you for your consideration.

Cris Braun

Executive Director – Next



MEMORANDUM

Police Department

DATE: October 31, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Budget Amendment to Reflect Office of Highway Safety Planning Grant Award

INTRODUCTION:

At the August 14, 2023, City Commission meeting, the Commission passed a resolution to approve the Office of Highway Safety Planning (OHSP) grant awarded to the Police Department. The grant has now been finalized, and a budget amendment is proposed to reflect the grant revenue received and spent.

BACKGROUND:

The Police Department applied for a grant through OHSP. Our proposal consisted of a traffic services grant for overtime enforcement and equipment for the Police Department. The 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.

LEGAL REVIEW:

No legal review is required at this time.

FISCAL IMPACT:

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

This budget amendment is necessary to reflect the increase in expenditures for the personnel costs and equipment purchases as well as a revenue increase to reflect the grant totals. The increase in expenditures is equal to the increase in revenue from the OHSP grant.

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:

The original grant award was approved by the Commission at the August 14, 2023, meeting.

SUMMARY:

The Police Department was awarded a grant through the OHSP to assist in covering the cost of overtime associated with traffic enforcement on Woodward Ave, and 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. A budget amendment is now required to reflect the expenditures and revenues associated with this grant award.

ATTACHMENTS:

No attachments.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appropriate and amend the 2023-2024 General Fund budget for the OHSP grant award as follows:

Revenues:

101.0-000.000-503.0000	Federal Grant Revenue	\$80,190
------------------------	-----------------------	----------

Expenditures:

101.0-301.000-702.0002	Public Safety - Police Overtime	\$28,550
101.0-301.000-971.0100	Public Safety - Capital Outlay	<u>51,640</u>
Total Expenditures		\$80,190



MEMORANDUM

Museum

DATE: November 7 2023

TO: Jana Ecker, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Budget Amendment—Birmingham Museum-Willits ADA Parking Space and Path

INTRODUCTION:

A budget amendment is necessary to fund a change order for the Birmingham Museum's ADA Parking Space and Path at Willits Street to complete the project.

BACKGROUND:

The Birmingham Museum's 2018 Landscape Master Plan involves phased improvements to the property to enhance public access to the natural areas of the park along Willits and the Rouge River. Phase 1 and 2 involve the construction of ADA/barrier free pathway areas, seating, and an ADA/accessible parking space. Design work for the project was completed by Anderson, Eckstein, and Westrick, and CDBG funds were programmed for the project for the 2023-2024 construction season, with the expectation that the City of Birmingham would provide remaining funds over the CDBG funds available.

Dave's Contracting, Inc. provided the lowest qualified bid in response to the RFP in the amount of \$ 72,460, and the museum approved the contract. CDBG funds will pay for \$49,636 amount of the work and the remaining amount of \$22,824 will be paid by the General Fund.

After beginning the work, it was discovered during excavation that the soil conditions require additional base material in the area of the parking space. A change order was issued by Dave's Contracting in the amount of \$8,830 on 11/1/2023 to cover the additional cost of material and labor, exceeding the available funds by \$8,830.

LEGAL REVIEW:

The City Attorney has reviewed and approved the contract with Dave's Contracting, Inc. to install the ADA parking space and path project.

FISCAL IMPACT:

Currently, there is \$72,460.00 budgeted for the ADA parking space and path project in 2023-2024. A budget amendment is necessary to increase the funds available by \$8,830 to meet the project cost of \$81,290.

SUSTAINABILITY COMMENTS:

There are no sustainability comments that pertain to this action.

PUBLIC COMMUNICATIONS:

Public communications are not necessary.

SUMMARY:

Staff is requesting that the budget amendment be approved and a resolution passed to approve a budget amendment to permit completion of the ADA parking space and path project.

ATTACHMENTS:

1. Engineering report dated 11/3/2023, Anderson Eckstein and Westrick
2. Change order dated 11/1/2023, Dave's Contracting, Inc.

SUGGESTED ACTION:

Make a motion adopting a resolution to appropriate and amend the 2023-2024 Allen House budget as follows:

Revenues:

101.0-000.000-400.0000	Draw from Fund Balance	\$8,830
------------------------	------------------------	---------

Expenditures:

101.0-804.002-811.0000	Recreation & Culture - Allen House	\$8,830
------------------------	------------------------------------	---------



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

November 3, 2023

Leslie Pielack, Director
City of Birmingham Museum
556 West Maple Road
Birmingham, Michigan 48009

Reference: John West Hunter Park Improvements

Change Order Request No. 1

City of Birmingham

AEW Project No. 0221-0054

Dear Ms. Pielack:

As you are aware, Dave's Contracting has commenced construction of the above-mentioned project, consisting of the installation of a handicap parking space, sidewalk and a sitting area along the south side of Willits Street within John West Hunter Park. Dave's Contracting has completed removals and is currently grading the site to prepare for concrete placement. However, upon excavation and grading of the site, the Contractor has encountered underlying soils of poor quality.

G2 Consulting Group, the City's geotechnical engineering consultant, visited the site to observe the existing subgrade condition on November 1, 2023 and confirmed that additional preparation of the base will be required due to poor underlying soils for the proposed handicap parking space to be able to withstand vehicular loading. A report prepared by G2 Consulting Group of the existing subgrade conditions has been attached for reference. It is recommended that the underlying soils be removed to an additional depth of 16 inches, placing a 12-inch layer of 1 x 3 stone and increasing the thickness of the proposed aggregate base by 4 inches. Soil borings and geotechnical investigation work was not conducted during the design phase of this project as it is not typically warranted for sidewalk and driveway installations.

Dave's Contracting has provided a change order request to complete the additional excavation and aggregate placement for the handicap space and has been attached hereto at a cost of \$8,830.00. We recommend approval of



Leslie Pielack
November 3, 2023
Page 2

this change order request by Dave's Contracting in order to complete the installation of the handicap accessible parking space.

If you have questions or require any additional information, please feel free to contact us at any time.

Sincerely,

Ryan Kern, P.E.
Project Manager

Joseph Lech, P.E.
Project Engineer

Enclosure: G2 Consulting Group Geotechnical Report
Dave's Contracting Change Order Request



Daily Field Report

Project Name: John West Hunter Park
Location: Birmingham, MI
Client: City of Birmingham
Client Rep: Joe (AEW)
Contractor: Dave's Contracting
Contractor Rep: Dave

G2 Project No.: 230924
Date: November 1, 2023
Weather: P. Cloudy, 39°F
Page: 1 of 1

Progress of Work:

A visit was made to the above-referenced job site at 1:15 pm to evaluate the stability of the subgrade for the proposed parking space and sidewalks.

The subgrade under the proposed parking space consisted of heavily organic fill soils with debris. It was recommended that this area be undercut 16-inches and backfilled with 12-inches of 1×3 crushed aggregate, and an additional 4-inches of 21AA aggregate, so that the proposed 4-inches of 21AA aggregate becomes 8-inches.

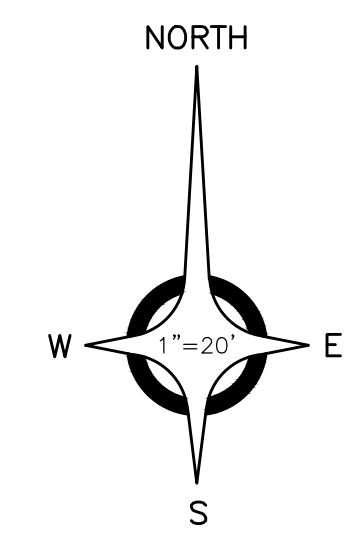
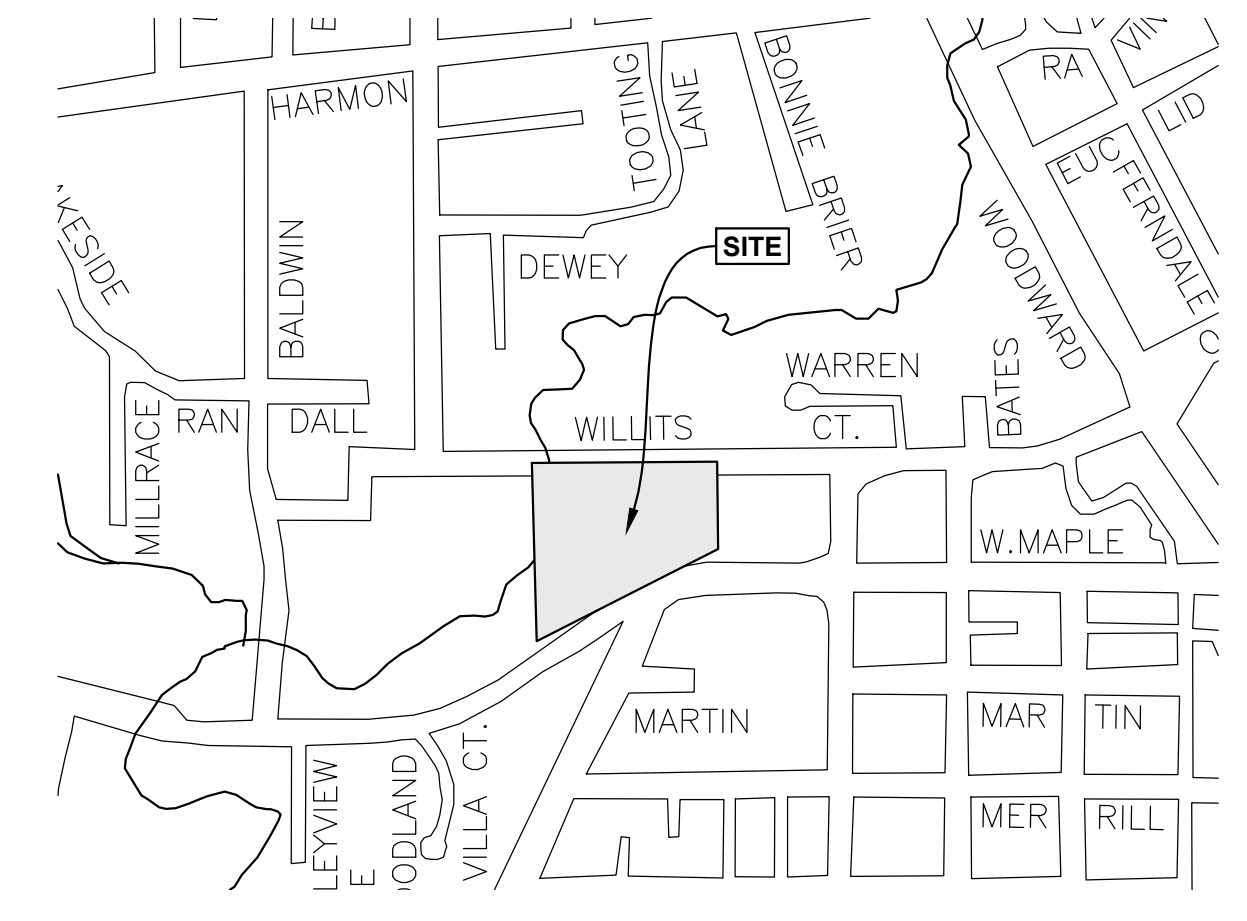
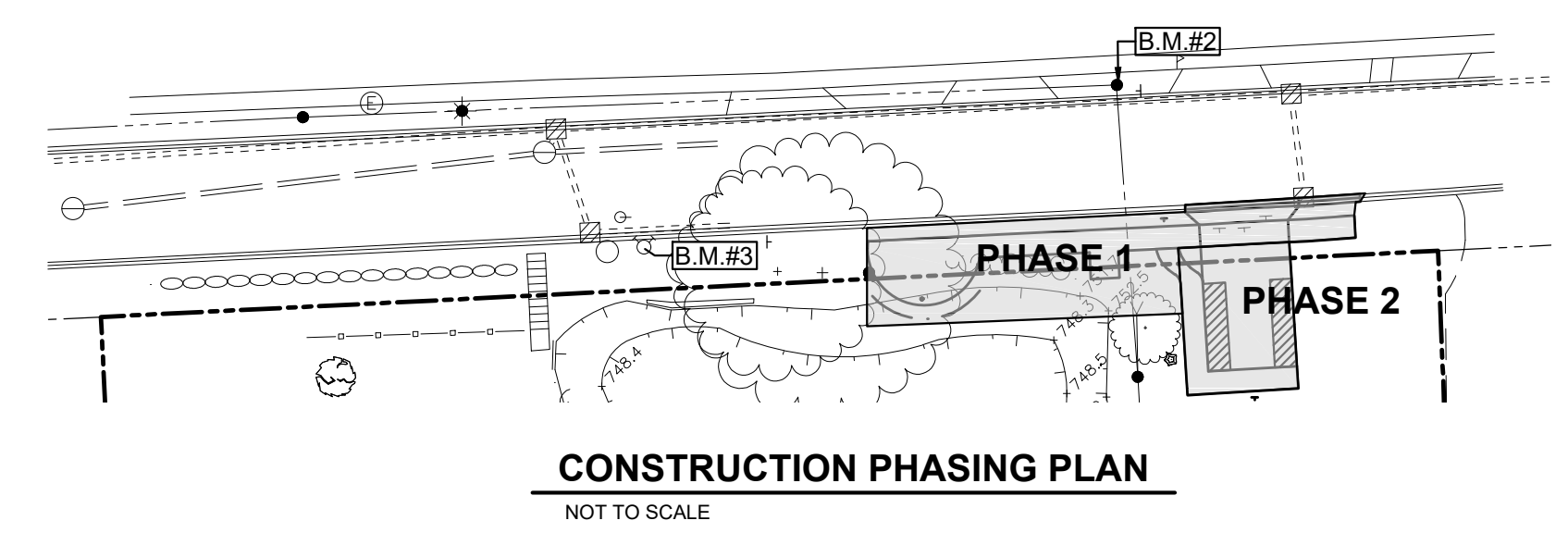
The subgrade for the proposed sidewalks consisted mostly of brown clayey sand, and appeared stable. We recommended no undercuts for the sidewalk area. The client and contractor representatives were informed of our recommendations. Please refer to the attached site plan for the areas of undercut recommendations. G2 completed reports and departed the site at 2:15 pm.

G2 Field Representative: Aidan Nolan

Reviewer: JLB, P.E.

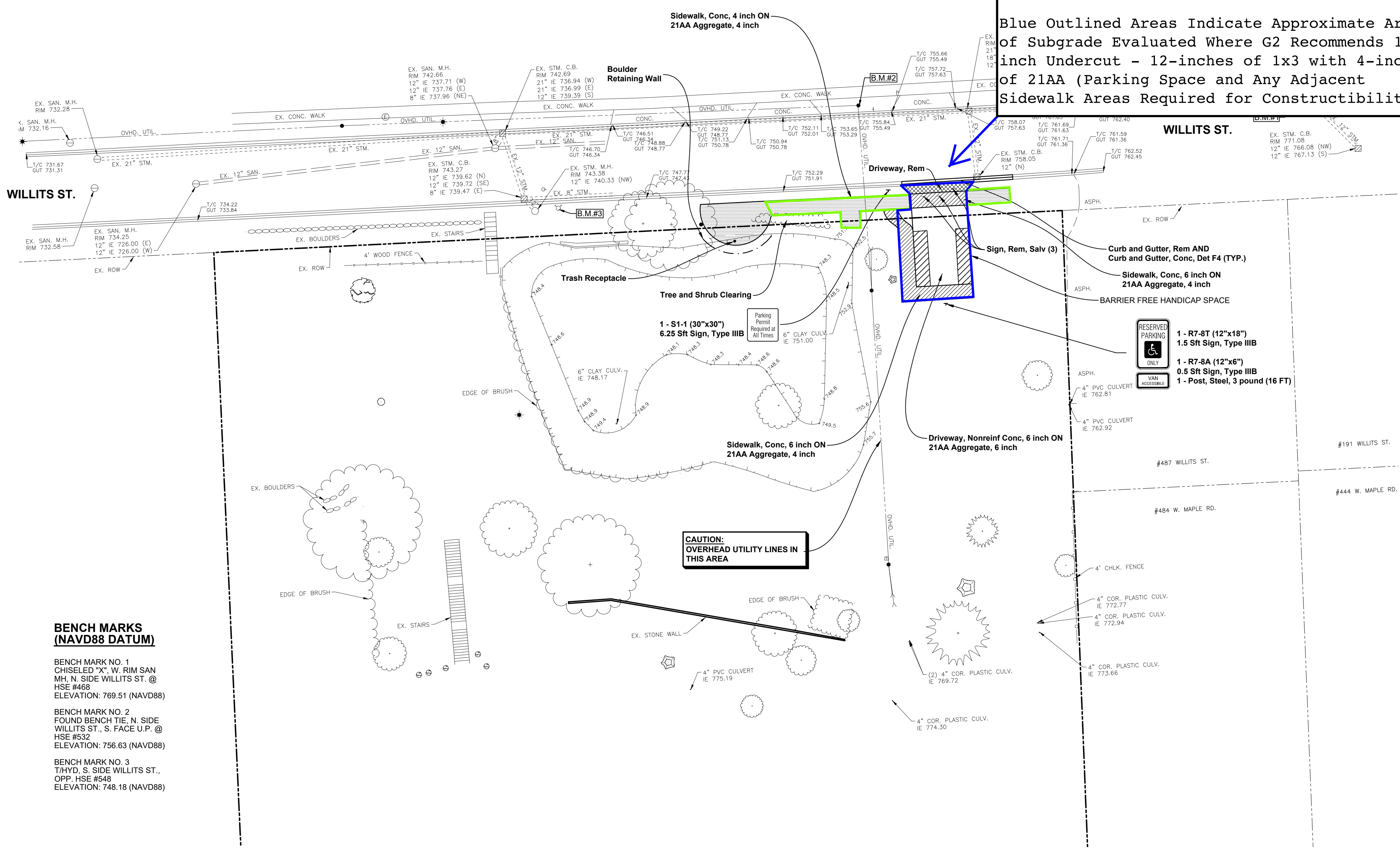


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 51301 Schoenherr Road Phone 586 726 1234
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 Michigan 48315
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Green Outlined Areas Indicate Approximate Areas of Subgrade Evaluated Where G2 Made No Undercut Recommendations

Blue Outlined Areas Indicate Approximate Area of Subgrade Evaluated Where G2 Recommends 16-inch Undercut - 12-inches of 1x3 with 4-inches of 21AA (Parking Space and Any Adjacent Sidewalk Areas Required for Constructibility)



LEGEND

- BOUNDARY LINE
- - - CENTERLINE DITCH
- SPOT ELEVATION ("*" INDICATES ELEVATION LOCATION UNLESS OTHERWISE INDICATED)
- ↑ SIGN
- MAILBOX
- ▭ BUMPER BLOCK
- POWER POLE
- ⊙ LIGHT POLE
- ⊖ SANITARY MANHOLE
- SANITARY SEWER
- ⊕ HYDRANT
- ⊗ GATE VALVE & WELL
- ⊗ VALVE BOX
- ⊖ SHUT OFF VALVE
- WATER MAIN
- ▨ STORM CATCH BASIN (PAVT.)
- ⊗ STORM CATCH BASIN (FIELD)
- STORM MANHOLE
- STORM SEWER
- GAS MAIN
- - - OVHD. UTIL.
- ⊕ UTILITY MARKER

ESTIMATED QUANTITIES (THIS SHEET)

Driveway, Rem	5	Syd
Curb and Gutter, Rem	45	Ft
Sign, Rem, Salv	3	Ea
Tree and Shrub Clearing	1	LSUM
Earth Excavation	67	Cyd
Curb and Gutter, Conc, Det F4	25	Ft
21AA Aggregate, 4 inch	189	Syd
21AA Aggregate, 6 inch	72	Syd
Sidewalk, Conc, 4 inch	1038	Sft
Sidewalk, Conc, 6 inch	602	Sft
Driveway, Nonreinf Conc, 6 inch	72	Syd
Boulder Retaining Wall	30	Ft
Trash Receptacle	1	Ea
Sign, Type III B	20	Sft
Post, Steel, 3 pound	48	Ft

PROPOSED LEGEND

- ▨ Driveway, Rem
- ▨ Sidewalk, Conc, 4 inch
- ▨ Sidewalk, Conc, 6 inch
- ▨ Curb Ramp, Conc, 8 inch
- BOULDER RETAINING WALL

BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO. 1
 CHISELED "X", W. RIM SAN M.H. N. SIDE WILLITS ST. @ HSE #468
 ELEVATION: 769.51 (NAVD88)

BENCH MARK NO. 2
 FOUND BENCH TIE, N. SIDE WILLITS ST., S. FACE U.P. @ HSE #532
 ELEVATION: 756.63 (NAVD88)

BENCH MARK NO. 3
 THYD, S. SIDE WILLITS ST., OPP. HSE #548
 ELEVATION: 748.18 (NAVD88)

DATE: _____ SUBMITTALS/REVISIONS: _____

PROJECT NAME: **Birmingham Museum John West Hunter Park**

SHEET TITLE: **CONSTRUCTION PLAN**

City of Birmingham

CLIENT: City of Birmingham

PRELIMINARY CONSTRUCTION RECORD

DRAWN BY: DB CHECKED BY: RRR DATE: JANUARY 2023

SCALE: 1" = 20'

811 Know what's below. Call 72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO. **0221-0054**

M:\02210221-0054\DWG\PHASE 1-2 ONLY\REVISED\CONSTRANS.DWG
 02_Constr-5/4/2023 9:07:10 AM

SHEET NO. **2**

DAVE'S CONTRACTING

101 N. Denwood
Warren, MI 48128

Office: (313) 363-5129
Fax: (313) 359-1735

City of Birmingham
151 Martin Street
Birmingham, MI 48012

11/1/23

Re: Undercut parking area at the John West Hunter Park.

To who it may concern:

We propose the following:

Provide equipment, materials, and labor for the following:

- Under cut the parking area 16" due to bad ground conditions (approx. 1107sf).
- Load and properly dispose undercut spoils (disposal fees included).
- Install and compact 12" of 1" x 3" crushed concrete as a base.
- Install and compact 2" of 21aa crushed concrete of the 1"x3".
- Prevailing wages included.
- Clean up all areas disturbed by our operations.

For the lump sum of: \$8,830.00

Thank you,
Dave Dalfonsi
Dave's Contracting, Inc.
313-363-5129

S i t e W o r k • C o n c r e t e • T r u c k i n g

5M



MEMORANDUM

Museum

DATE: November 7 2023

TO: Jana Ecker, City Manager

FROM: Leslie Pielack, Museum Director

SUBJECT: Budget Amendment—Allen House Porch Roof Repair

INTRODUCTION:

A budget amendment is necessary to fund the repair of the Allen House’s front porch roof at the Birmingham Museum.

BACKGROUND:

During the winter of 22-23, heavy snow accumulated on the Allen House’s large front porch roof that contributed to ice forming above the existing flashing at the wall. The melting ice infiltrated the building envelope and caused water damage to the interior plaster along the front of the building under the porch. An investigation of the porch’s existing conditions has determined that the roof is in need of repair to replace the membrane and to modify the flashing to prevent future moisture damage from snow and ice. This will entail removal and reinstallation of some of the siding and the historic metal railing.

The museum budgeted \$24,000 in the FY 23-24 budget to cover the cost of the anticipated repair; however, the preferred, and lowest cost, proposal by Butcher and Butcher Construction Company is \$29,630, exceeding the available funds by \$5,630.

LEGAL REVIEW:

The City Attorney has reviewed and approved the contract with Butcher and Butcher Construction Company to repair the Allen House porch roof and railing.

FISCAL IMPACT:

Currently, there is \$24,000 budgeted for the Allen House porch roof repair in 2023-2024. A budget amendment is necessary to increase the funds available by \$5,640 to meet the project cost of \$29,540.

SUSTAINABILITY COMMENTS:

This project will improve the lifetime of the porch roof and prevent moisture infiltration from snow and rain, and as it preserves the existing building and materials, is inherently sustainable.

PUBLIC COMMUNICATIONS:

None.

SUMMARY:

Staff is requesting that the budget amendment be approved and a resolution passed to approve a budget amendment to permit completion of the Allen House porch roof and railing repair.

ATTACHMENTS:

None.

SUGGESTED ACTION:

Make a motion adopting a resolution to appropriate and amend the 2023-2024 General Fund budget as follows:

Revenues:

Draw from Fund Balance	101.0-000.000-400.0000	\$5,630
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Expenditures:

Recreation and Culture – Allen House	101.0-804.002-811.0000	\$5,630
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MEMORANDUM

Birmingham Shopping District

DATE: November 8, 2023
TO: Birmingham City Commission and City Manager Jana Ecker
FROM: Cristina Sheppard-Decius, CMSM, BSD Executive Director
SUBJECT: BSD Budget Amendment FY 2023/2024

INTRODUCTION:

Request for a budget amendment to increase the Birmingham Shopping District (BSD) Special Events account to support an additional event in January 2024.

BACKGROUND:

At the October 5, 2023, BSD Board of Directors meeting, the BSD Board unanimously approved amending the FY 2023/2024 budget by \$25,000 for a new community-driven event, the BRRRmingham Blast, planned for January 27, 2024. The Special Events and Marketing/Advertising Committees have planned new events utilizing some of the existing budget for the holidays this year, including Thursday Late Night Shopping from November 30 – December 21, as well as two new events for 2024, Birmingham Burger and BRRRmingham Blast. The additional event activities are based upon the new BSD Strategic Plan and the input received from residents, businesses and community-at-large. Upon further development of these events, the BSD determined that additional budget is necessary.

The BRRRmingham Blast is proposed to draw in a local and regional audience for shopping and dining, while providing a fun-filled day of activities. Activities will include a zipline, ax throwing, food trucks, marshmallow roasting, hot cocoa tastings, DJ music, warming tent and more. Retail stores will be featuring sales on winter apparel and products, and restaurants will offer food and beverage specials to warm you up. The BSD has submitted a special event application that will be reviewed by City Commission in December.

LEGAL REVIEW:

No legal review is required for this action.

FISCAL IMPACT:

The BSD Board approved utilizing \$25,000 from its fund balance for the budget amendment. The BSD has a fund balance of over \$1.3 million, half of which is needed for cash flow during the first two-thirds of the year until collection of special assessment revenues in late winter to early spring of each year. The budget amendment would represent a 1.67% change in fiscal year 2023-24 budget.

SUSTAINABILITY:

There are no sustainability comments related to the requested action.

PUBLIC COMMUNICATIONS:

No public communications are necessary.

SUMMARY:

The BSD requests approving a budget amendment to increase the BSD Special Events account by \$25,000 to support an additional event in January 2024.

ATTACHMENTS:

None.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appropriate and amend the 2023-2024 Birmingham Shopping District (BSD) budget as follows:

<u>Revenues</u>		
Draw from BSD fund balance	235.0-000.000-400.0000	\$25,000.00
<u>Expenditures</u>		
Community and Economic Development	235.0-720.000-888.0000	\$25,000.00



MEMORANDUM

Planning Division

DATE: November 7, 2023

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Chapter 126 (Zoning), Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District in the basement level and floors two and above.

INTRODUCTION:

Health club/studio uses such as yoga, barre, pilates, and personal training are not currently permitted in the downtown B4 zone. City staff has received a number of inquiries for fitness studio and personal training tenants in the B4 zone downtown. Upon studying the feasibility of such uses, City staff and the Planning Board have recommended that the City consider allowing health club/studios in the B4 zone on basement levels and floors two and above.

BACKGROUND:

Chapter 9 of the Zoning Ordinance defines health club/studios as “a place designated and equipped for the conduct of sports, exercise and physical fitness activities.” The use is permitted in the B3, MX, and TZ3 zone districts, as well as the Triangle District. Concerns regarding the health club/studio use included allowing big box gyms in the downtown which may lead to classes with higher hourly parking demands. There are currently two legal non-conforming health club/studio uses in Birmingham’s B4 zone downtown which include Power House Gym and Blue Yoga.

On June 14, 2023 ([Agenda](#) – [Minutes](#)), the Planning Board discussed allowing health club/studio uses in the downtown. General consensus was that the board is comfortable permitting the use on basement levels as well as the 2nd floor and above in the downtown. However there were mixed reviews on allowing the use on the first floor. The Planning Board wished to maintain the ethos of the first floor retail requirement and was concerned about blinds closing off the space or workout equipment occupying the window frontage.

The Planning Division met with the Birmingham Shopping District’s (BSD) Business Development Committee on June 27, 2023 and then with the Birmingham Shopping District Executive Committee on July 6, 2023. Members of the BSD commented that they support the additional use

of health/club studios to the B4 District on the basement level as well as the second floor and above. However, there was concern about allowing the use on the first floor where the City's goal has been to promote active retail and restaurant uses. The BSD would prefer if the fitness studios did not interfere with the vision for first floor retail. The BSD has provided a letter of support which summarizes their recommendations which can be found in the attachments below.

On July 12, 2023 ([Agenda - Minutes](#)) the Planning Board reviewed input from the BSD, local brokers, and draft ordinance language. The general consensus was that everyone supported allowing the use in the B4 district, however there was some disagreement on whether to allow the use on the first floor. The majority of Planning Board members appeared to support limiting the use to basements and second floor and above. They felt the first floor should be reserved for more retail and restaurant uses.

On August 9, 2023 ([Agenda - Minutes](#)), the Planning Board reviewed a draft of the proposed language allowing health club/studio uses on the basement level and second floor and above in the B4 zoning district. There was no opposition to the language and the Planning Board set a public hearing date of September 13, 2023 for the proposed zoning amendment.

On September 13, 2023 ([Agenda - Minutes](#)), the Planning Board held a public hearing to review the proposed ordinance amendments. Board members discussed seeing how this works over the next few years and potentially considering allowing the use on the first floor in years to come. The Planning Board moved to recommend approval to the City Commission of the proposed amendments.

LEGAL REVIEW:

The City Attorney has reviewed the proposed ordinance amendments and has no objections.

FISCAL IMPACT:

There are no direct fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for the proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on September 13, 2023 as well as the public hearing at the City Commission meeting on November 13, 2023.

SUMMARY:

The Planning Division requests that the City Commission consider the proposed ordinance amendments to Chapter 126 (Zoning), Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District on the basement level and floors two and above.

ATTACHMENTS:

- Proposed Amendments to Chapter 126 – Zoning
- Final Planning Board Report
- Maps of B4 zone compared to zones where use allowed
- Letter from BSD regarding health club/studio uses downtown

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the proposed ordinance amendments to Chapter 126 (Zoning), Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District on the basement level and floors two and above.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 2, SECTION 2.37, B4 (BUSINESS RESIDENTIAL), PERMITTED USES TO ADD HEALTH CLUB / STUDIO TO COMMERCIAL PERMITTED USES.

ARTICLE 2: ZONING DISTRICTS AND REGULATIONS

2.37 B4 (Business-Residential) District Intent, Permitted Uses, and Special Uses 

A. District Intent

1. A district intent is not available for this zoning district.

B. Permitted Uses

1. Residential Permitted Uses
 - a. dwelling - multiple-family
 - b. dwelling - one-family*
 - c. dwelling - two-family*
 - d. live/work unit
2. Institutional Permitted Uses
 - a. community center
 - b. garage - public
 - c. government office
 - d. government use
 - e. loading facility - off-street
 - f. parking facility - off-street
 - g. religious institution
 - h. school - private
 - i. school - public
 - j. social club
3. Recreational Permitted Uses
 - a. bowling alley
 - b. outdoor amusement*
 - c. recreational club
 - d. swimming pool - public & semiprivate
4. Commercial Permitted Uses
 - a. auto sales agency
 - b. bakery
 - c. bank
 - d. barber shop/beauty salon
 - e. catering
 - f. child care center
 - g. clothing store
 - h. delicatessen
 - i. department store
 - j. drugstore

- k. dry cleaning
- l. flower/gift shop
- m. food or drink establishment*
- n. furniture
- o. greenhouse
- p. grocery store
- q. hardware store
- r. health club/studio***
- s. hotel
- t. jewelry store
- u. motel
- v. neighborhood convenience store
- w. office
- x. paint
- y. party store
- z. retail photocopying
- aa. school-business
- bb. shoe store/shoe repair
- cc. showroom of electricians/plumbers
- dd. tailor
- ee. theater*

- 5. Other Permitted Uses
 - a. utility substation

C. Other Use Regulations

- 1. Accessory Permitted Uses

- a. alcoholic beverage sales (off-premise consumption)*
- b. laboratory - medical/dental*
- c. loading facility - off-street
- d. outdoor cafe*
- e. outdoor display*
- f. parking facility - off-street
- g. retail fur sales cold storage facility
- h. sign

- 2. Uses Requiring a Special Land Use Permit

- a. alcoholic beverage sales (on-premise consumption)
- b. assisted living
- c. continued care retirement community
- d. establishments operated with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 5, Licenses for Theaters and Hotels
- e. independent hospice facility
- f. independent senior living
- g. skilled nursing facility

- 3. Uses Requiring City Commission Approval

- a. regulated uses*

* = Use Specific Standards in Section 5.12 Apply

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 5, SECTION 5.12, B4 BUSINESS RESIDENTIAL DISTRICT USE SPECIFIC STANDARDS TO ALLOW HEALTH CLUB/STUDIO USES TO OCCUPY THE BASEMENT LEVELS AND FLOORS TWO AND ABOVE.

G. Health Club/Studio: Health club/studio uses are permitted in the B4 District in the basement level and the second floor and above. Health club/studio uses are not permitted on the first floor of a building in the B4 District.

ORDAINED this _____ day of _____, 2023 to become effective 7 days after publication.

Therese Longe, Mayor

Alex Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: September 8th, 2023

TO: Planning Board Members

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing – Health Club/Studio Use in the B4 (Business Residential) District

Health club/studio uses such as yoga, barre, pilates, spinning, and personal training are not currently permitted in the downtown B4 zone. The use is permitted in the B3, MX, and TZ3 zone districts, as well as the Triangle District. Chapter 9 of the Zoning Ordinance defines health club / studios as “a place designated and equipped for the conduct of sports, exercise and physical fitness activities.”

Concerns about the health club/studio use is that it promotes big box gyms and can lead to classes with higher hourly parking demands. In order to accommodate for smaller studio classes such as yoga and pilates while preventing larger big box gyms, cities have regulated the size and square footage of the use to an appropriate size that fits in with the fabric of the downtown shops.

City staff has encountered a number of inquiries to place a small health club/studio use in the downtown, however staff has continually denied such inquiries and applications over the years due to the current zoning.

City staff recommends that the Planning Board consider including health club/studio use in the B4 zoning district. Such a proposal was presented to the City Commission during long range planning in 2020 and the City Commission was amenable to such a consideration.

The Planning Division recommends that the health club/studio use be included within the B4 zone because it is within the former parking assessment district and nearest to the city’s five public parking structures. Such a use typically promotes weekly visits and can have a multiplier effect on surrounding businesses. The use typically operates with peak hours in the morning and after 5pm which could assist in activating downtown Birmingham during non-work hours. Health club/studio uses have grown as “experience based retail” and could increase the supply of uses

in the Downtown B4 zone to provide an alternative to current retail blend while increasing the daily and/or weekly visitations.

On June 14th, 2023 ([Agenda – Minutes](#)), the Planning Board discussed allowing health club/studio uses in the downtown. General consensus was that the board is comfortable permitting the use in the basement levels as well as the 2nd floor and above in the downtown. However there was mixed reviews on allowing the use on the first floor. The Planning Board wished to maintain the ethos of the first floor retail requirement and were concerned about blinds closing off the space or workout equipment occupying the window frontage. There was suggestion that the use be considered for a SLUP on the first floor.

The Planning Board requested feedback from the Birmingham Shopping District (BSD) and local brokers. The Planning Division met with the BSD's Business Development Committee on June 27th, 2023 and then with the Birmingham Shopping District Executive Committee on July 6th, 2023. Members of the BSD commented that they support the additional use of health/club studios to the downtown's B4 District in downtown in the basements as well as the second floor and above. However, there was concern about allowing the use on the first floor where the City's goal has been to promote active retail and restaurants. The BSD would prefer if the fitness studios did not interfere with the vision for first floor retail. The BSD has provided a letter of support which summarizes their recommendations which can be found in the attachments below.

City staff also spoke with local commercial brokers involved in Birmingham's downtown. Angela Thomas of Aeres Real Estate commented that she gets calls about fitness studios in Birmingham's downtown on a weekly basis. Inquiries for high end boutique yoga and pilates studios have been turned down given the current ordinance regulations. Ms. Thomas' input was that 1,500 to 2,500 square feet would be ideal for the boutique fitness studios she receives inquiries about.

Cindy Ciura of CC Consulting also commented that she has received a number of inquiries from potential tenants looking to have a high end fitness studio in Birmingham. The retail consultant stated that there is a demand for such a use, though one thing the City should consider is the noise levels coming from music and weights.

Robert Hibbert of Friedman Real Estate commented that the use would help increase foot traffic on a weekly basis, particularly after work hours. The increase in foot traffic could have a spillover effect on surrounding businesses and lead to additional purchases. Mr. Hibbert supported allowing the use on all floors as well, stating that having more use options will enable stronger businesses with longer occupancies.

On July 12th, 2023 ([Agenda - Minutes](#)) the Planning Board reviewed input from the BSD, local brokers, and draft ordinance language. The general consensus was that everyone supported allowing the use in the B4 district, however there was some disagreement on whether to allow the use on the first floor. The majority of Planning Board members appeared to support limiting the use to basements and second floor and above. They felt the first floor should be reserved for more retail and restaurant style uses.

The Planning Board also discussed whether or not to limit the square footage. Board members referenced other cities where they have seen treadmills and other workout equipment facing the upper floor windows looking out into the city. Fitness studios in urban environments can range in





size from Powerhouse Fitness to Blue yoga in Birmingham and Boll Family YMCA to Citizens Yoga in Detroit. While searching fitness studios in nearby cities with downtowns, Royal Oak and Northville appear to have most of their fitness studios located on the periphery of downtown, while Ann Arbor is scattered throughout the core. Nearby cities do not appear to regulate the floor which fitness studios are permitted.

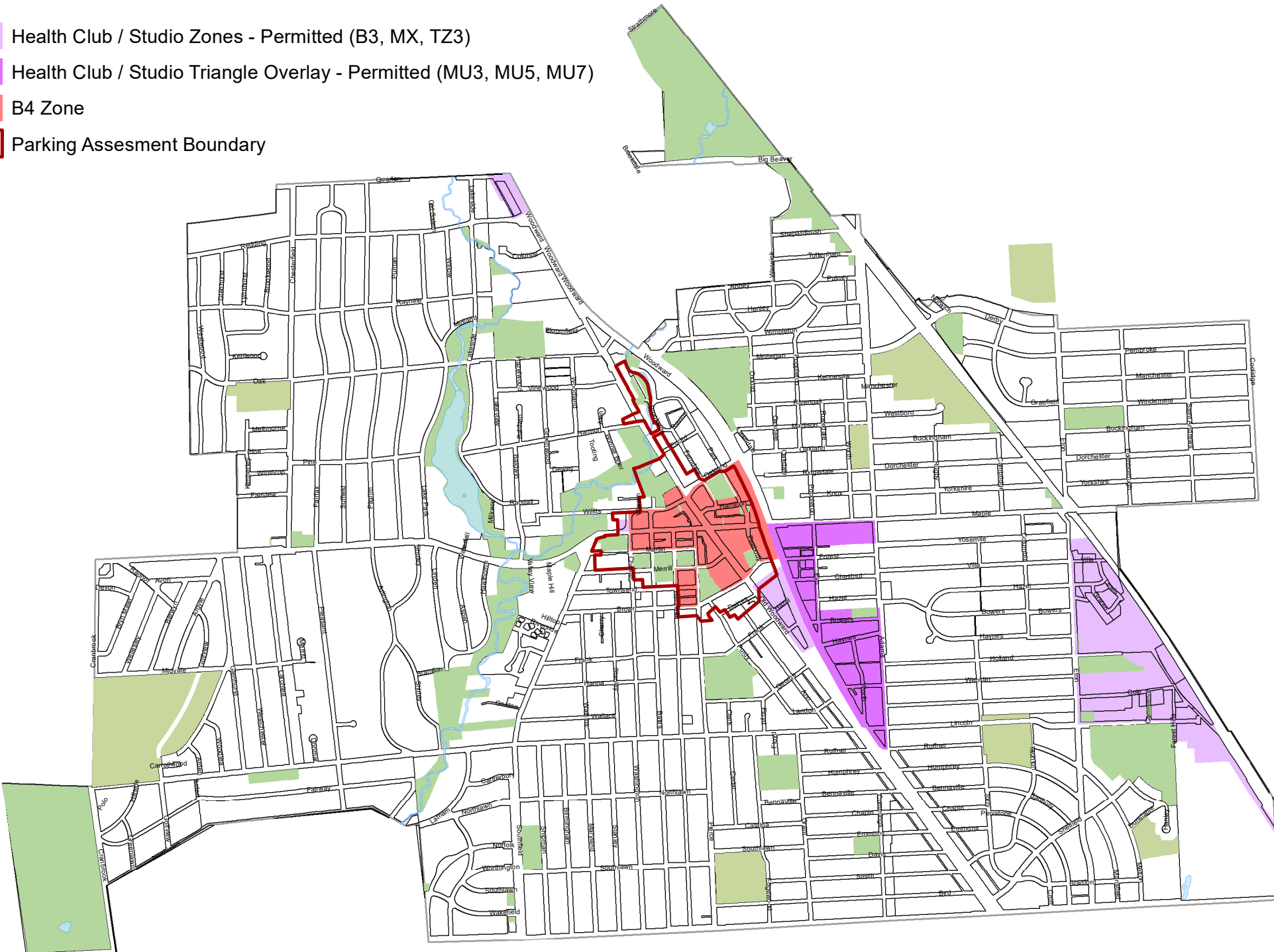
On August 9th, 2023 ([Agenda](#)), The Planning Board reviewed a draft of the proposed language allowing health club/studio uses in the basement levels and second floor and above in the B4 zoning district. There was no opposition to the language and the Planning Board approved a motion to set a public hearing date of September 13th, 2023 for the proposed zoning amendment.

SAMPLE MOTION LANGUAGE

Move to recommend to the City Commission APPROVAL of the proposed amendments to Article 2, Section 2.37 and Article 5, Section 5.12 to allow health club/studio uses in the B4 Business Residential District in the basement levels and floors two and above.

Health Club/Studio Use

-  Health Club / Studio Zones - Permitted (B3, MX, TZ3)
-  Health Club / Studio Triangle Overlay - Permitted (MU3, MU5, MU7)
-  B4 Zone
-  Parking Assesment Boundary





Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 6, 2023
TO: City of Birmingham Planning Commission
Brooks Cowan, Planning Department
FROM: BSD Executive Director Cristina Sheppard-Decius, CMSM
SUBJECT: Health Club Zoning Change for B4

The Birmingham Shopping District (BSD) Board of Directors met on July 6, 2023, to review and discuss the potential zoning change to B4 to include health clubs and fitness studios.

The BSD Business Development Committee recommended to the BSD Board that the health and fitness clubs not be allowed on main floors in the B4 area, but to allow them on second floors and basements/sub-levels. This would open up opportunities for property owners to fill second floor vacant spaces. The committee felt that there is such a high occupancy rate of main floors in the B4 area that property owners are not in need of expanding use groups for main floors in this area. It was also important to the Business Development Committee that the BSD focus on specific uses for recruitment on the main floors identified in the business mix analysis and recommendations presented to the BSD Board in May 2023, including apparel, books/media/toys, specialty gifts and fast casual dining.

The BSD Board unanimously agreed with the BSD Business Development Committee's recommendation, and felt that the flexibility for upper floors and basement/sub-levels would provide the BSD a great opportunity to market upper floor occupancy.

The BSD Board hopes this insight is helpful in making your decision on this subject. If you have any further questions, please do not hesitate to contact me at csdecius@bhamgov.org.



MEMORANDUM

Legal – City Attorney

DATE: November 6, 2023
TO: Jana L. Ecker, City Manager
FROM: Mary M. Kucharek, City Attorney
SUBJECT: Daxton Hotel Lease Agreement

INTRODUCTION:

The Daxton Hotel owned and operated by Woodward Brown is desirous of entering into a lease agreement with the City of Birmingham to accommodate a valet parking zone utilizing a portion of the public right-of-way.

BACKGROUND:

At the January 11, 2021 City Commission meeting, the City of Birmingham and the Daxton Hotel entered into a lease agreement that created a private/public valet parking system at the Daxton Hotel. At that time, the City had City operated valet stands sprinkled throughout the downtown area. The City and the Daxton created a valet service and the Daxton agreed to continue to provide public valet services for a fixed rate. That agreement has come to an end, and today the City is no longer involved in the operation of valet stands. Therefore, it is necessary for the Daxton Hotel to enter into a new lease agreement as the City does with other businesses throughout the City in order to utilize the public right-of-way. Attached you will find the proposed Daxton Hotel Lease Agreement to allow the Daxton Hotel to utilize four (4) parking spots in the City right-of-way at a cost of \$10,368 per year, which is consistent with other agreements that the City has engaged in.

LEGAL REVIEW:

The proposed lease agreement is consistent with other lease agreements for valet, and provides that the cost of each of the four (4) parking spaces in the City's right-of-way is \$216 per month. The total cost per month for four (4) parking spaces is \$864 with an annual fee of \$10,368.

FISCAL IMPACT:

The City will be paid appropriately for the utilization of its public right-of-way.

PUBLIC COMMUNICATIONS:

This Daxton Hotel Lease Agreement is noticed on tonight's agenda.

SUMMARY:

The City Manager and staff are recommending that the City Commission approve the Daxton Hotel Lease Agreement as presented.

ATTACHMENTS:

- Proposed Daxton Hotel Lease Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Daxton Hotel Lease Agreement and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

DAXTON HOTEL LEASE AGREEMENT

This Lease Agreement ("Agreement") entered into this ____ day of _____, 2023 by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (hereinafter referred to as the "City"), and Woodward Brown Ventures, LLC, doing business as Daxton Hotel, whose address is 401 S. Old Woodward, Suite 333, Birmingham, MI, 48009 (hereinafter referred to as "Woodward Brown"), and effective upon the date of the Mayor's signature.

WHEREAS, Woodward Brown is the owner of a boutique hotel located at 298 S. Old Woodard Avenue, in the City of Birmingham operated under the name of Daxton ("Daxton"); and,

WHEREAS, in connection with the use and function of the hotel, Woodward Brown desires to establish a valet parking zone on Old Woodward Avenue; and,

WHEREAS, in order to accommodate Woodward Brown's desire to establish a valet parking zone area for the Daxton, the City has agreed to remove parking meters and parking spaces on S. Old Woodward Ave. and authorize the Hotel to utilize a portion of the public right-of-way pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Daxton hereby agree as follows:

1. **Lease.** The City hereby grants Woodward Brown a revocable lease upon sixty (60) days notice of revocation of said lease, to utilize portions of the City's public right-of-way as noted in section 2 for valet parking at the Daxton Hotel.

2. **Location.** Woodward Brown shall be entitled to use the public/hotel valet in front of the Daxton Hotel as depicted on Attachment A, which is approximately 38 feet of the right-of-way. The City and Woodward Brown shall re-evaluate the adequacy of the linear footage parking spaces needed for the public/hotel valet in six (6) months from the date of this Agreement and make modifications if necessary for traffic concerns.

3. **Use.** The Daxton may operate a licensed valet parking service in accordance with Chapter 26, Article VIII of the Birmingham City Code. No other uses are permitted in the valet lease area. This location shall be designated as a valet parking zone and standing shall be allowed. Woodward Brown shall operate a valet parking service in such a manner as to minimize interference with vehicular and pedestrian traffic on surrounding streets and sidewalks.

4. **Term.** The term of this Agreement shall become effective upon the date of the Mayor's signature and shall remain in effect for one (1) year. This Agreement shall be renewed

automatically each year, unless Woodward Brown fails to pay the lease fee set forth in paragraph 5, or if at least sixty (60) days prior to its expiration date, either the City or Woodward Brown provides written notice of their intention to terminate the Agreement as set forth in paragraph 6.

5. **Lease Fee.** The charge for the use of each space shall increase in accordance with comparable parking rates in the area. The current cost to lease each of the four spaces is Two Hundred Sixteen Dollars (\$216.00) per month. The cost of these parking spaces shall be charged at a monthly price of Eight Hundred Sixty-four and 00/100 Dollars (\$864.00), (\$216.00 per space x 4 spaces), for a total annual fee of Ten Thousand Three Hundred Sixty-eight and 00/100 Dollars (\$10,368.00). Woodward Brown shall pay to the City a monthly fee, or may pay an annual lump sum in the amount of Ten Thousand Three Hundred Sixty-eight and 00/100 Dollars (\$10,368.00). The first payment shall be paid by January 1 of each year for the prospective calendar year. In the event that this Agreement is terminated, the fee shall be calculated on a per diem basis. Any payments made by Woodward Brown in advance which exceed this amount shall be returned by the City to Woodward Brown within sixty (60) days after the Agreement is terminated. In the event that the hourly rate for parking meters located on streets adjacent to the Daxton is increased by the City, the annual lease fee shall be increased by the same percentage that the hourly parking meter rate is increased. The lease fee shall be increased each time that the applicable hourly parking meter rate is increased. Any increase in the lease fee shall become effective when the City provides written notice to Woodward Brown and shall apply to Woodward Brown's next monthly lease fee payment. If payment is not received by the City within seven (7) days, then this Lease Agreement will automatically cease and Woodward Brown's valet permit will be revoked. The costs of parking in the garage are separate from this Agreement for use of the City's right-of-way.

6. **Termination.** This License Agreement may be terminated by either party upon sixty (60) days advance written notice. In the event that this Agreement is terminated, Woodward Brown shall reimburse the City for the City's costs in reinstalling the parking meters and parking spaces and restoring the public right-of-way to its original condition. Woodward Brown shall provide to the City upon the signing of this Agreement a bond in the amount of \$2,000.00 to secure Woodward Brown's payment of these costs.

7. **Condition of Location.** Woodward Brown shall maintain the property identified in Section 2 and shall keep it clean, free of trash and litter, and in good order and appearance. Woodward Brown shall surrender the City's property at the termination of this Agreement in the same condition it was when received. Anything more than ordinary and reasonable wear and tear will be repaired to the expectation of the City.

8. **Indemnification.** To the fullest extent permitted by law, Woodward Brown and any entity or person for whom Woodward Brown is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions

of Woodward Brown including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

9. **Insurance.** Woodward Brown shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

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

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

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

D. Garage Liability and Garage Keepers Legal Liability Insurance: Woodward Brown shall procure and maintain during the term of this Agreement Garage Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence, and Garage Keepers Legal Liability Insurance with limits of liability of not less than \$100,000 per occurrence.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Garage Liability and Garage Keepers Legal Liability Insurance as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of

Cancellation or Non-Renewal shall be sent to: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.”

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Garage Liability and Garage Keepers Legal Liability Insurance;
- 5) If so requested, certified copies of all policies mentioned above will be furnished.

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

10. **Modification**. This Agreement may not be modified unless such modification is in writing and signed by both parties.

11. **Notices**. Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Mark Gerber, Director of Finance

Woodward Brown: Woodward Brown Ventures, LLC
401 S. Old Woodward, Suite 333
Birmingham, MI 48009
Attn: James D. Oegema, Esq.

12. **Compliance with Law.** Woodward Brown shall comply with all local, state and federal laws and regulations in the performance of this Agreement.

IN WITNESS WHEREOF, the parties execute this Lease Agreement on the date and year first above written.

WOODWARD BROWN VENTURES, LLC

By: 

Its: Manager

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this 17 day of October, 2023, before me personally appeared Mark Mitchell, who acknowledged that with authority on behalf of **WOODWARD BROWN VENTURES, LLC** to do so he/she signed this Agreement.


Sherrri Dagastino
Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My commission expires: Feb 23, 2030



CITY OF BIRMINGHAM:


By: _____
Therese Longe, Mayor
Dated: _____

By: _____
Alexandria D. Bingham, City Clerk
Dated: _____

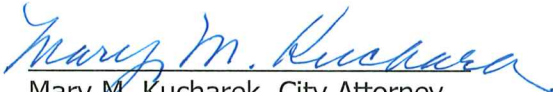


Jana L. Ecker, City Manager
(Approved as to substance)


APPROVED:



Mark A. Gerber, Director of Finance
(Approved as to substance)

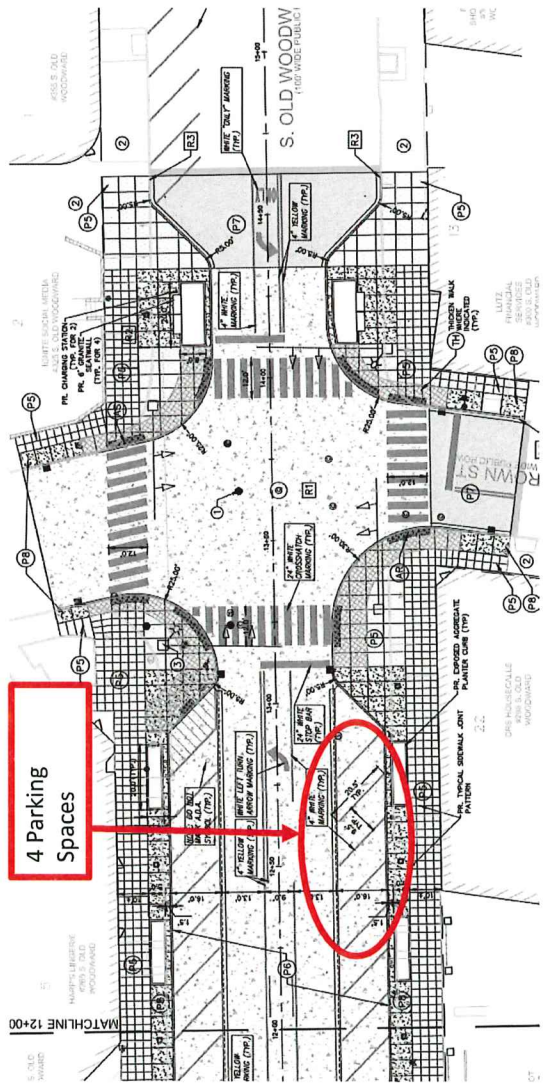
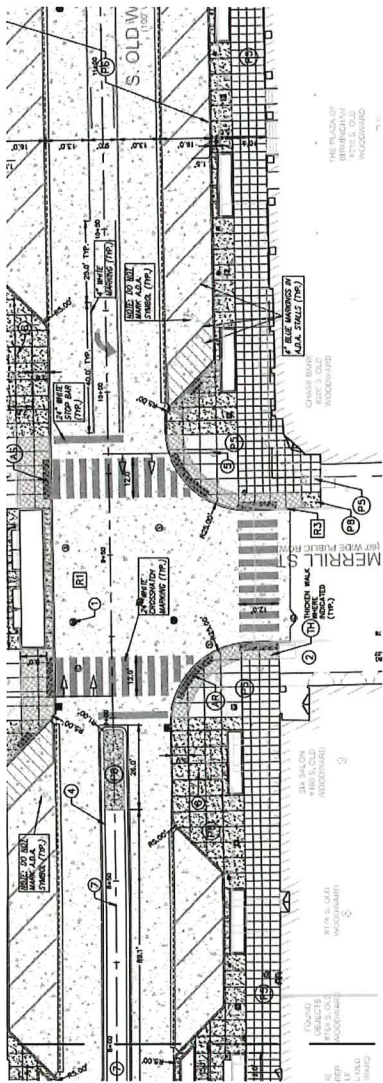


Mary M. Kucharek, City Attorney
(Approved as to form)



Scott Grewe, Police Chief
(Approved as to substance)

ATTACHMENT A





MEMORANDUM

Police Department

DATE: November 6, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Continental Design Crosswalks Standard Update

In 2016, the Birmingham Police Department began inspecting crosswalks within the City of Birmingham. Four crosswalk designs were located in the City; continental, ladder, standard and zebra. In total, 172 crosswalk segments (legs) were determined to be of the non-continental designs and were scattered among 56 streets throughout the City.

In 2017, the City Commission requested the crosswalk designs be further studied and the matter was discussed with the Multi-Modal Transportation Board (MMTB). A standard policy was later adopted for the design of all future crosswalk pavement markings to be installed in the continental style as outlined by MDOT Detail Sheet PAVE-945-C, Sheet 3 of 3, with the exception that all painted bars shall be 24" wide spaced as close to 24" apart as possible. Crosswalks widths were to be installed as follows:

On Major Local Streets within the Central Business District, Triangle District, Rail District or Adjacent to Schools:

The total width of the crosswalk shall be 12 to 14 feet wide. Crosswalks at the upper width limit may be installed when traffic signals are present.

On Local Streets within the Central Business District, Triangle District, Rail District or Adjacent to Schools:

The total width of the crosswalk shall be 8 feet wide, unless the adjacent sidewalk main walking path is wider, at which point it shall be widened to match the main walking path width.

All Other Locations:

The total width of the crosswalk shall be 6 feet wide.

The following were identified to be considered Major Streets (within the specific districts noted) for the purposes of this standard:

Woodward Ave.
Old Woodward Ave.
Maple Rd.
Southfield Rd.

Adams Rd.
Willits St.
Oakland Blvd.
Chester St.

Brown St.
S. Eton Rd.
E. Lincoln Ave.

A memorandum to the MMTB in August of 2017 stated that moving to 24-inch-wide bars instead of 12" would require approximately 60% more paint at each location. Therefore, existing paint markings were to remain until pavement in non-conforming intersections was removed and replaced (including resurfacing or new cape seal) due to the significant increase in cost.

In an effort to restart the crosswalk design update project in 2021, test crosswalks were installed at the intersection of Martin and Henrietta. Existing continental crosswalk bars were modified by adding six inches of paint on either side of the 12" width bars to identify if the 24" continental design could be retrofitted without having to grind off the existing markings (thus reducing costs). The project was deemed successful in achieving the desired look of the design. In September 2021, annual fall handwork services commenced with Hart Pavement Striping. In addition to the repainting of existing items, Hart was contracted and paid an additional \$5,100 to widen 46 crosswalks throughout the business district to conform to the new continental standard of 24" wide bars. One additional crosswalk was also added at Hazel and Woodward. At that time, it was determined there were an additional 43 non-continental design crosswalks that needed to be ground off and repainted entirely to conform to the approved continental crosswalk standard.

The grinding project was put out for bid in 2022 with the contract being awarded to the lowest bidder, PK Contracting, Inc. for \$26,250. The 2022/2023 crosswalk/handwork project was awarded to Hart Pavement Striping for \$243,270. The pavement marking and grinding projects were successfully completed in 2022/2023.

It should be noted that there has been a significant financial increase in the cost of paint, materials and labor for the pavement marking industry since 2021. For the 2022/2023 budget, an additional 18% was added to offset increase in costs which continue to rise annually. Both contracts with PK Contracting, Inc. and Hart Pavement Striping had an option to renew. The City exercised our option to renew both contracts, which are now in effect through FY 2024/2025.

The Central Business District crosswalks have all been updated to the City standard continental design, or as close to the 24" design as possible due to existing pedestrian ramps and curb layouts. Crosswalks outside the Central Business District shall be updated to the standard as roadway projects progress throughout the City over time through resurfacing and roadway improvement projects.



MEMORANDUM

Police Department

DATE: November 7, 2023

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Restricted Parking Signage and Markings

At the October 16, 2023, regular meeting, the City Commission passed a resolution to remove parking from the south side of Cole between S. Eton and Commerce. During the discussion on this topic, the Commission asked if there was a City policy regarding restricted parking signage and markings and if the curbs along the roadway would be painted yellow the entire length of this newly restricted area.

The City of Birmingham has no specific policy in terms of the type of signage or pavement marking used for parking restrictions. However, signage is the preferred method for posting parking restrictions for two main reasons. First, once installed, signage rarely needs to be replaced, whereas pavement markings need to be repainted at least once a year to remain visible and can become costly over time. Secondly, signage is almost always visible, whereas pavement markings can often be blocked by parked vehicles, fall leaves, and snow and ice in the winter.

Additionally, the City follows the recommendation of the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). The MMUTCD states when curb markings are used without signage, legible word markings (such as "No Parking") regarding the regulation should be placed on the curb. These types of markings require annual maintenance. An exception to this is when yellow curbs are used to convey a general prohibition by statute of parking within a specified distance of a STOP sign, YIELD sign, driveway, fire hydrant, or crosswalk.

When new parking restrictions are implemented, the Police Department monitors the area and issues warnings to violators during the early onset to help gain awareness and compliance. After this grace period, parking tickets will be issued to violators. If violations continue, additional means of identifying the restricted area will be reviewed to increase awareness of the restriction which may include increased signage or the addition of yellow curbs.

Attention: City Commission Birmingham, MI

Clerk's Office
City of Birmingham, MI

NOV 2 - 2023

RECEIVED

10:24 AM
JA

****Please make sure our cover
letter and petition are part of
the next commission agenda
packet****

Thank You!

November 1, 2023

Dear Birmingham Commission,

The City of Birmingham, MI is fortunate to stand proudly on its rich history. Since its inception in 1819, its founders separated this town from others like it by not only seeking rich farmland, but business opportunities as well. Foundries, tanneries and transportation services were just a few of the initiatives that set Birmingham apart. However, it was this towns' unique balance that would become its trademark. A quaint yet progressive city where the farmer and commercial business owner could coexist. Fast-forward two hundred years, and the careful balance that made this city so desirable is being challenged by developers fading a once indelible historic footprint.

One such historic neighborhood, Quarton Lake Estates, embodies the tradition and aesthetic of Birmingham's heritage. The neighborhood, founded in 1918, is the home of a significant glimpse into its city's past. One such residence, 211 Puritan Avenue, was a founding home in the neighborhood designed and built by Reichle & Co. in 1927. Its English Tudor style became a trademark of Quarton Lake and a coveted practice later acquired by local renowned architect Wallace Frost. This priceless home is now threatened by demolition, a fate far too many homes of its age have faced over the last decade. Of Birmingham's 7,500 homes, 10% have been torn down since 2013. The balance of old and new has become an afterthought to financial gain and a city once built on community now feels run like a business.

It may be too late to save 211 Puritan Avenue, but its petition stands for something far greater. We are seeking ordinances that promote conservancy and preservation and demand responsible building practices. Where homes of a certain age and quality are carefully monitored and considered prior to significant alteration. Let us create policies that incentivize historic homeowners to protect their investment and reward them for doing so. In regards to developers, the practice of building homes with careful respect to lot size and the surrounding, established area should go without saying. Historic homes are such examples of this. Existing homeowners should not have to worry about the unseen consequences of drainage issues or loss of sunlight due to a new build with ceilings and roof lines as high as their selling price. Nor should they feel like they are being priced out of their neighborhood so aggressively.

One can argue that the greatest cities in the world stand on diverse and dynamic populations. One may also argue that diversity in architecture is equally relevant. It is our hope that the city of Birmingham and its commission foster and fight for a community that values its past with the same fervor that it does its future. These homes have stories worth telling; museums in their own right. Ordinances can prevent us from making further mistakes we will only grow to regret.

Sincerely,

The People of Birmingham Michigan

Petition details

Comments

Updates



Halt Demolition of a Historic Home in Birmingham, MI!!

Started

October 22, 2023

783

Signatures

1,000

Next Goal

👤 429 people signed this week

Sign this petition

Why this petition matters



Started by [Ashley Parkinson](#)

There is grave concern regarding the demolition of a historically significant home located at 211 Puritan Ave. In 1927, this lovely English Tudor was one of the first homes built in Quarton Lake Estates. Built for Fred Sabom and wife Daisy Sabom, by Reichle & Co., a prominent architect and builder who played an integral role in shaping our city's history.

This home, among others, holds immense historical value, serving as a tangible connection to our past. These homes stand as living witnesses to the rich heritage and architectural beauty which grace our community. It is crucial we take immediate action to preserve these properties for future generations.


The significance of these historic homes cannot be overstated. They represent an era when Birmingham, MI was rapidly growing and evolving into the vibrant city it is today. By protecting these houses, we honor the hard work, dedication, and vision of those who came before us.

WHY PRESERVE HISTORIC STRUCTURES?

Preserving these properties also has numerous benefits for our community:

1. **Cultural Heritage:** Historical house preservation contributes to a sense of identity and pride among residents while retaining a communities unique historic characteristics.
2. **Economic Impact:** Numerous studies have shown that with heritage preservation, homeowners tend to stay and invest for longer periods of time, rates of foreclosure tend to be lower, and properties tend to appreciate at a higher rate.
3. **Environmental Sustainability:** Retrofitting existing structures reduces carbon emissions associated with new construction while promoting sustainable development practices.
4. **Educational Opportunities:** These homes provide invaluable educational resources for schools, universities, and researchers studying architecture, urban planning, or local history.

By signing this petition, you assist in urging the City of Birmingham Council, relevant authorities to designate 211 Puritan as historically significant property. We request that all necessary measures be taken to prevent demolition and ensure preservation for future generations (e.g. allowing the property an opportunity to be placed on the market and/or renovating the property).

 **429 people** signed this week

Sign this petition

9A

Together, we can make a difference!

Let's keep history alive! Once they're gone, they can never be replaced.

[Report a policy violation](#)

Updates

750 supporters

13 hours ago

Ashley Parkinson started this petition

1 week ago

Reasons for signing



lisa fairbourn · 1 week ago

Enough with the new ugly construction in Birmingham. You should have followed what Grosse Pointe has done.

♡ 4 · Report



Michele Kotlarsky · 1 week ago

This home is historic we cannot afford more trees cut down etc to build new trashy McMansions plenty for sale why build a new one?

♡ 4 · Report



emily pernie · 6 days ago

I believe in the preservation of the neighborhood! Plenty of open space to build new homes!

♡ 3 · Report

429 people signed this week

the workmanship, character and magnificence of these treasures.

♡ 3 · Report



Jamie Dusina · 7 days ago

I grew up in this area and the architectural history deserves to be preserved.

♡ 3 · Report



Steph Morris · 1 week ago

historical presentation matters.

♡ 3 · Report



Colleen Rebock-Weston · 1 week ago

This is a beautiful home that helps provide character to the Quarton in Lake neighborhood

♡ 3 · Report



Alison Appleford · 3 days ago

I spent so much time in this beautiful house. A childhood friend lived here and years later a family with 3 young boys who were friends with my sons lived here. Stop ruining Birmingham by plowing down these gorgeous houses full of character.

♡ 2 · Report



Amanda Revord · 7 days ago

It adds character

♡ 2 · Report


 **429 people** signed this week

absolutely be preserved.

♡ 2 · Report

[View all reasons for signing](#)

Petitions promoted by other Change.org users





↑ Promoted by 232 supporters

US BANK OPEN THE PATH - 2354 ALAMEDA DIABLO, DIABLO CA

Who would have thought US Bank would prove to be the most dangerous property owner in Diablo, the high-end enclave...


[Read more](#)

 **Mount Diablo Beacon Initiative to Honor Veterans**  2,930

[Sign the petition](#)



↑ Promoted by 9 supporters

 429 people signed this week

Save Historical Birmingham Homes

Homes Gone Forever



659 Puritan



640 Lakeside



746 Puritan



176 Suffield



763 Pilgrim



550 Suffield

211 Puritan



Attend the City Commission meeting
11/13/23 @ 7:30 PM

**SAVE THIS RARE &
PRECIOUS HOME! Take
picture of QR code for
Petition.**



Our historical homes hold immense value, serving as a tangible connection to our past. These homes stand as living witnesses to the rich heritage and architectural beauty which grace our community. It is crucial we take immediate action to preserve these properties for future generations.

For information regarding historic preservation or designating your home as historic, please contact Birmingham Planning Director, Nicholas Dupuis at 248-530-1856, or by email at ndupuis@bhamgov.org.

Fwd: Fw: The Great Wall of Birmingham

1 message

Therese Longe <tlonge@bhamgov.org>
To: Jana Ecker <Jecker@bhamgov.org>

Sun, Oct 15, 2023 at 2:39 PM

----- Forwarded message -----

From: **James Ryder** <james31@aol.com>

Date: Sun, Oct 15, 2023, 2:01 PM

Subject: Fw: The Great Wall of Birmingham

To: bhost@bhamgov.org <bhost@bhamgov.org>, emclain@bhamgov.org <emclain@bhamgov.org>, tlonge@bhamgov.org <tlonge@bhamgov.org>, cballer@bhamgov.org <cballer@bhamgov.org>, pboutros@bhamgov.org <pboutros@bhamgov.org>, ahaig@bhamgov.org <ahaig@bhamgov.org>, kschafer@bhamgov.org <kschafer@bhamgov.org>

Cc: james31@aol.com <james31@aol.com>

10.15.2023

Dear Commissioners,

Here are photos of the estimated 6' high Wall that has been built surrounding the "porch" next door at 1135 Chapin Avenue. This build has been going on for 17 months with multiple red stickers! Is there a new Birmingham zoning ordinance permitting blocking the view of neighbors from seeing down their street from their front porch? Or permitting only a 10 foot setback from the sidewalk?

The first photo is the view sitting on our front porch.

The second photo is standing on our front porch.

The third photo is from the view from the sidewalk our neighbors see from across the street.

We recognize that Birmingham zoning ordinances do not care about the impact of a three-story home robbing us of our morning sunlight or our privacy in our home and backyard, but blocking the view of our street and our neighbors, and for our neighbors to look at this wall, would be a step too far even for Birmingham.

Feel free to visit us at 1115 Chapin Avenue if you wish to experience The Wall in person.

Please address this issue at the next City Commission meeting.

Thank you,
Frank Colasonti, Jr. and James B. Ryder
1115 Chapin Avenue

BTW. The original plans have been modified numerous times without the knowledge of the City according to workers.

----- Forwarded Message -----

From: James Ryder <james31@aol.com>

To: JIM RYDER <james31@aol.com>

Sent: Sunday, October 15, 2023 at 12:33:27 PM EDT

Subject: The Great Wall of Birmingham

Sent from AOL on Android

4 attachments



20231015_122938.jpg
3780K



20231015_122951.jpg
2678K



20231015_123022.jpg
3444K



20231015_122938.jpg
3780K

Fwd: Fw: opposition to Andrews Bill HB4965 from Birmingham Mayor

1 message

Therese Longe <tlonge@bhamgov.org>
To: Jana Ecker <Jecker@bhamgov.org>

Wed, Oct 18, 2023 at 6:25 PM

----- Forwarded message -----

From: **Sharon MacDonell** <SMacDonell@house.mi.gov>
Date: Wed, Oct 18, 2023, 4:34 PM
Subject: Fw: opposition to Andrews Bill HB4965 from Birmingham Mayor
To: Therese Longe <tlonge@bhamgov.org>
Cc: Kelly Jones <KJones@house.mi.gov>

Dear Mayor Longe,

Thank you so much for writing to share Birmingham's stance on House Bill 4965. I confess I have been concerned about how this bill would affect our municipalities and the local cable stations that help promote participatory democracy, by broadcasting educational and governmental programming.

I am going to keep a close eye on this bill and keep your concerns in mind when and if it comes to the House floor. Feel free to share more information about the possible impact the passage of this bill would have on Birmingham.

Thank you.

Representative Sharon MacDonell (HD 56)
[Anderson House Office Building](#)
9th Floor, Office 990
Lansing, MI 48933
[Housedems.com/Sharon-macdonell](https://housedems.com/Sharon-macdonell)

Office: 517-373-2617

Email: sharonmacdonell@house.mi.gov

From: tlonge@bhamgov.org

Date: Wed, Oct 18, 2023 at 10:00 am

Dear Representatives Price, MacDonell, and Steckloff,

The City of Birmingham would like to register our opposition to HB 4965, which would specifically exempt streaming and satellite services (i.e. Disney+, Hulu, Netflix, YouTube TV, and others) from sharing the cost of maintaining local Rights of Way (ROWs).

The ROWs house the infrastructure that these services use to distribute their subscriber supported video content. Local governments spend taxpayer dollars to maintain the ROW, and we feel strongly that all utilities who operate in the ROW are responsible for sharing in that cost.

By exempting some users, HB 4965 would create an unlevel playing field, leaving traditional cable providers to pay the standard 5% of gross revenue for Franchise Fees (plus PEG support). Because the FCC doesn't allow for discrimination between services, if this bill passes and creates an unlevel playing field across users of the Right of Way, a legal argument could be made that all are exempt from these fees. If successful, a legal challenge to franchise fees would result in reduced revenue for local governments.

Please oppose HB 4965.

Thank you,

Therese Longe
Mayor

City of Birmingham

--

Kind Regards,

Kelly Jones

Director of Constituent Services

State Representative Sharon MacDonell

56th District



**NOTICE OF INTENTION TO APPOINT TO
BOARD OF REVIEW**

At the regular meeting of December 18, 2023, the Birmingham City Commission intends to appoint two regular members and one alternate member to serve three-year terms to expire December 31, 2026, and one alternate member to serve a partial term to expire December 31, 2025. Applicants must be property owners and electors of the City of Birmingham.

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Interested citizens may submit an application available at the Clerk’s office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk’s office on or before noon on Wednesday, December 13, 2023. These documents will appear in the public agenda for the regular meeting at which time the City Commission will interview applicants and may make nominations and vote on appointments.

Board members are paid \$110 per diem.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be property owners and electors (registered voters) of the City of Birmingham.	12/13/2023	12/18/2023

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.



MEMORANDUM

Finance Department

DATE: November 1, 2023

TO: Jana L. Ecker, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Ice Arena Financials

Background

At the City Commission meeting on March 22, 2021, the City Commission adopted a resolution that the City Manager provide a financial report on the operations of the ice arena by October 31st for the preceding fiscal year.

The ice arena underwent renovations and upgrades in fiscal years 2020-2021 and 2021-2022 funded by 2021 Parks and Recreation Bonds proceeds and a contribution from the General Fund. This project was completed and the ice arena began normal operations in the Fall of 2021. No financial report was provided in 2022 due to the ice arena not having a full fiscal year of operations.

Fiscal Analysis

Attached is the first full year of fiscal analysis for operations at the ice arena since construction was completed. As was noted in the City Commission meeting on March 22, 2021, the operations of the ice arena are included in the General Fund. As former City Manager Markus pointed out, the reason for the inclusion of the ice arena operations in the General Fund is because they generally do not make a profit nor are they able to provide for their capital needs. As such, ice arenas typically need some tax support in order to maintain operations.

The financial operations of the ice arena are being reported in two different ways: modified-accrual basis and full-accrual basis. Basically, the difference between the two is that full-accrual basis includes long-term adjustments for amortizations of assets and liabilities and the modified-accrual basis does not. For example, the modified-accrual basis would include the full cost of an asset when it was purchased. The full accrual basis would only include the amortized cost of that asset over its full service life.

As shown on the attached report, on a modified-accrual basis, the ice arena took in more revenue than it disbursed. After making adjustments to convert the financial report from

modified accrual basis to a full accrual basis, the ice arena operated at a loss. The main reason for the loss is depreciation. Depreciation is a non-cash transaction which attempts to expense the cost of acquiring an asset over the useful service life of the asset. In this particular case, the ice arena did not generate enough revenue to cover the amortized cost to renovate it. This should not come as a surprise as former City Manager Markus and myself stated several times that the reason we believed that the operations of the ice arena should remain in the General Fund is because it is not a self-sufficient operation like the other enterprise fund operations.

As we go out into future years, comparisons will be able to be made from year-to-year and conclusions made regarding any strategies tried and/or changes in operations.

CITY OF BIRMINGHAM
REVENUE & EXPENSE STATEMENT
ICE ARENA
JUNE 30, 2023

	FY 2022-2023		
	Modified- Accrual Based	Adjustments to Full-Accrual	Full-Accrual Based
Revenues:			
Charges for Services			
Classes	\$ 125,972		\$ 125,972
Concession Sales	31,566		31,566
Vending	235		235
Advertising	5,516		5,516
Adult Open Skate	26,641		26,641
Children Open Skate	25,968		25,968
Main Arena Rental	477,438		477,438
Studio Arena Rental	41,445		41,445
Ice Show & Admissions	21,954		21,954
Skate Rental	13,567		13,567
Pro Shop Lease Fees	2,800		2,800
 Total Revenues	 773,102		 773,102
Expenses:			
Personnel Services			
Salary & Wages	252,780	(815)	251,965
Fringe Benefits	73,211	(5,485)	67,726
Total Personnel Services	325,991	(6,300)	319,691
Supplies			
Operating Supplies	27,864		27,864
Food & Beverage	28,892		28,892
Total Supplies	56,756		56,756
Contractual Services			
Other Contractual Services	31,419		31,419
Instructors	45,440		45,440
Telephone	2,267		2,267
Printing & Publishing	1,483		1,483
Electricity	108,328		108,328
Gas	50,295		50,295
Water	27,601		27,601
Building Maintenance	18,414		18,414
Equipment Rental	36,300	3,219	39,519
Ice Show Expense	22,466		22,466
Depreciation	-	140,023	140,023
Total Contractual Services	344,013	143,242	487,255
 Total Expenses	 726,760	 136,942	 863,702
 Revenues Over (Under) Expenditures	 \$ 46,342	 \$ (136,942)	 \$ (90,600)



MEMORANDUM

Engineering Department

DATE: November 7, 2023

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: August 24, 2023 Rain Event Flooding Abatement and Infrastructure Update

The purpose of this report is to provide the City Commission with updated information regarding the August 24, 2023 rain event.

On the evening of August 24, 2023, the City experienced a large rainfall event which caused reports of flooding throughout the City. The Engineering Department provided information on the reported flooding to date at the September 11, 2023, City Commission Workshop. As of the Workshop date, the City had received 178 reports of flooding with 67 located in the Evergreen Farmington Sewer District and 111 located in the George W Kuhn Drain Sewer District. The Engineering Department requested residents to report any flooding on the City's website through the Flood Tracking Form.

As of November 6, 2023, the City has received 202 reports of flooding, with 71 located in the Evergreen Farmington Sewer District, and 131 located in the George W Kuhn Drain District. The City has received 33 claims filed against the City. The last reported flooding to the City for the August 24, 2023 rain event is October 16, 2023. Here is a status update of the following next steps presented at the City Commission Workshop:

Review Types of Flooding:

The Engineering Department is noticing 3 types of flooding that were reported to the City.

1. Ground flooding where the water entered a portion of a house or building through a garage, window well, door, etc.
2. Clearwater backup where either clean water entered through a basement wall or up through the basement drain.
3. Combined sewage backup entered the basement through the basement drain.

Investigation of Infrastructure in Affected Areas:

- Televising sewer system: The Department of Public Services (DPS) is currently televising sewer systems located in areas that reported basement flooding. They are currently

concentrating on sewers for properties that have filed a claim against the City. DPS is working on televising sewers in coordination with leaf season pick-up.

- Compare Previous Rain Events: The Engineering Department has data on properties that reported City flooding from 2013, 2021, and 2022 rain events. We are in the process of creating a database of this by property.
- Consider Installation of Restrictor Covers on Catch Basins: The Engineering Department is reviewing as-built drawings of areas that have experienced flooding for current topography. After leaf season pick-up is completed, the Engineering Department will review in the field the existing catch basins and determine locations where restricted covers can be installed to slow the flow of rainwater into the sewer system.

Study Options:

- The City currently has an Oakland County Local Government Critical Infrastructure Planning Grant for planning sewer system projects. One of the tasks of this grant is developing a system model with capacity analysis that will include reviewing relief sewer options. The City's engineering consultant Hubbell, Roth & Clark is currently setting up the system model and in the next couple of months will review capacity analysis and relief sewer options.

Public Education:

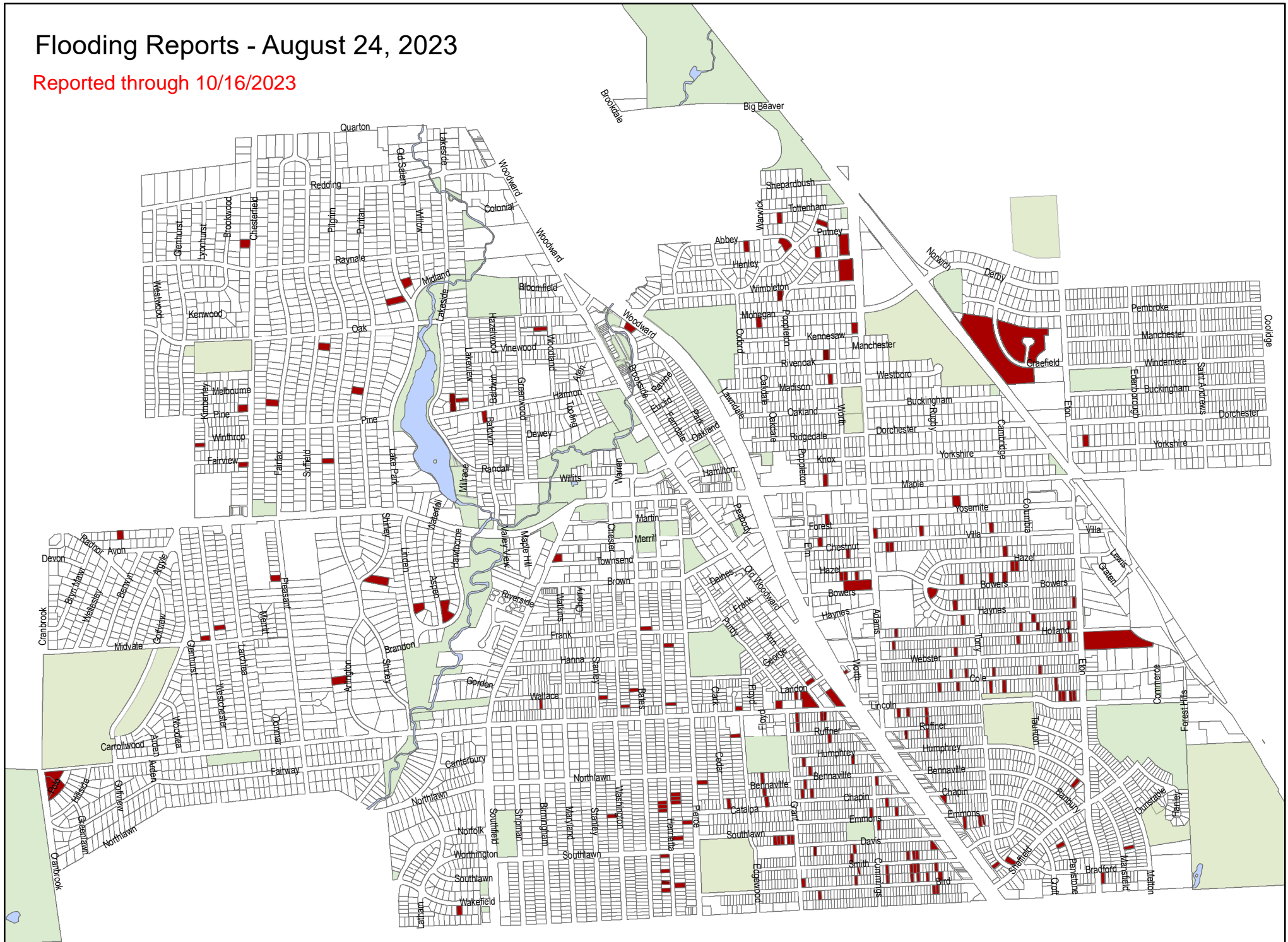
- The City has been involved with a pilot program with the Oakland County Water Resource Commissioner (OCWRC) for the George W. Kuhn Sewer District for a residential Green Stormwater Infrastructure (GSI) rebate program. More information will be presented at the December 18, 2023 City Commission meeting.
- The Engineering Department is working on other public education pieces to include in various City communications including newsletters, website updates, social media posts, etc.

Attachments:

- 8/24/2023 Reported Flooding through October 16, 2023

Flooding Reports - August 24, 2023

Reported through 10/16/2023



10E2

Downtown Birmingham Recruitment Strategy

2023

City of Birmingham
Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009
248-530-1200

allinbirmingham.com

10E3



Welcome to Birmingham!

The premiere destination for shopping, dining, events and tourism in Michigan

- Top 20 Economically Prosperous Cities
- Easily Accessible in Metro Detroit and Located in the Heart of Oakland County
- One-of-a-kind national and local brands
- 10,000 Homes in Walking Distance
- 5,000 Public Parking Spaces with two-hour free parking in decks
- 3 Hotels - 2 Downtown Parks - 2 Movie Theaters



BSD Overview

The Birmingham Shopping District (BSD)

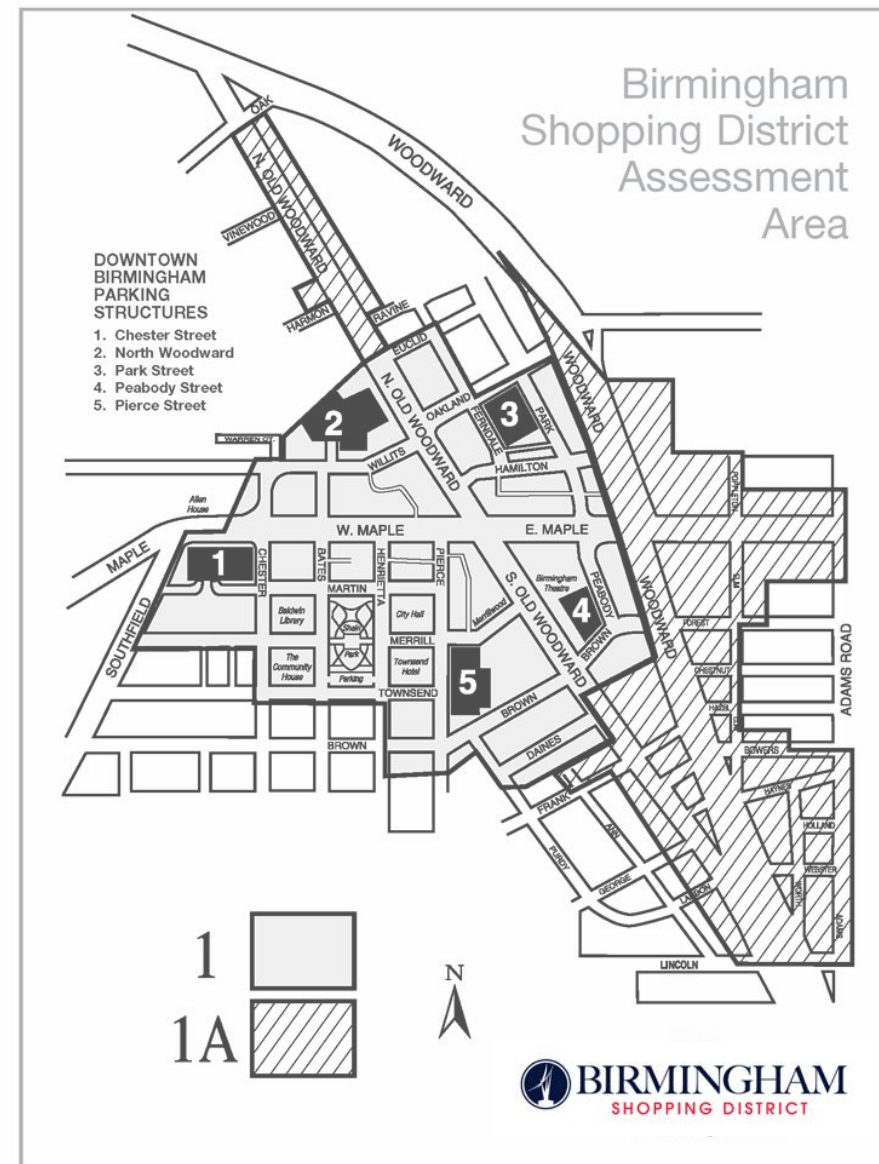
- 30+ Year Downtown Management Organization (established 1992)
- 12-Member Principal Shopping District Board (Public Act 126)
- 5 Committees - Over 30 Constant Volunteers

Focused on:

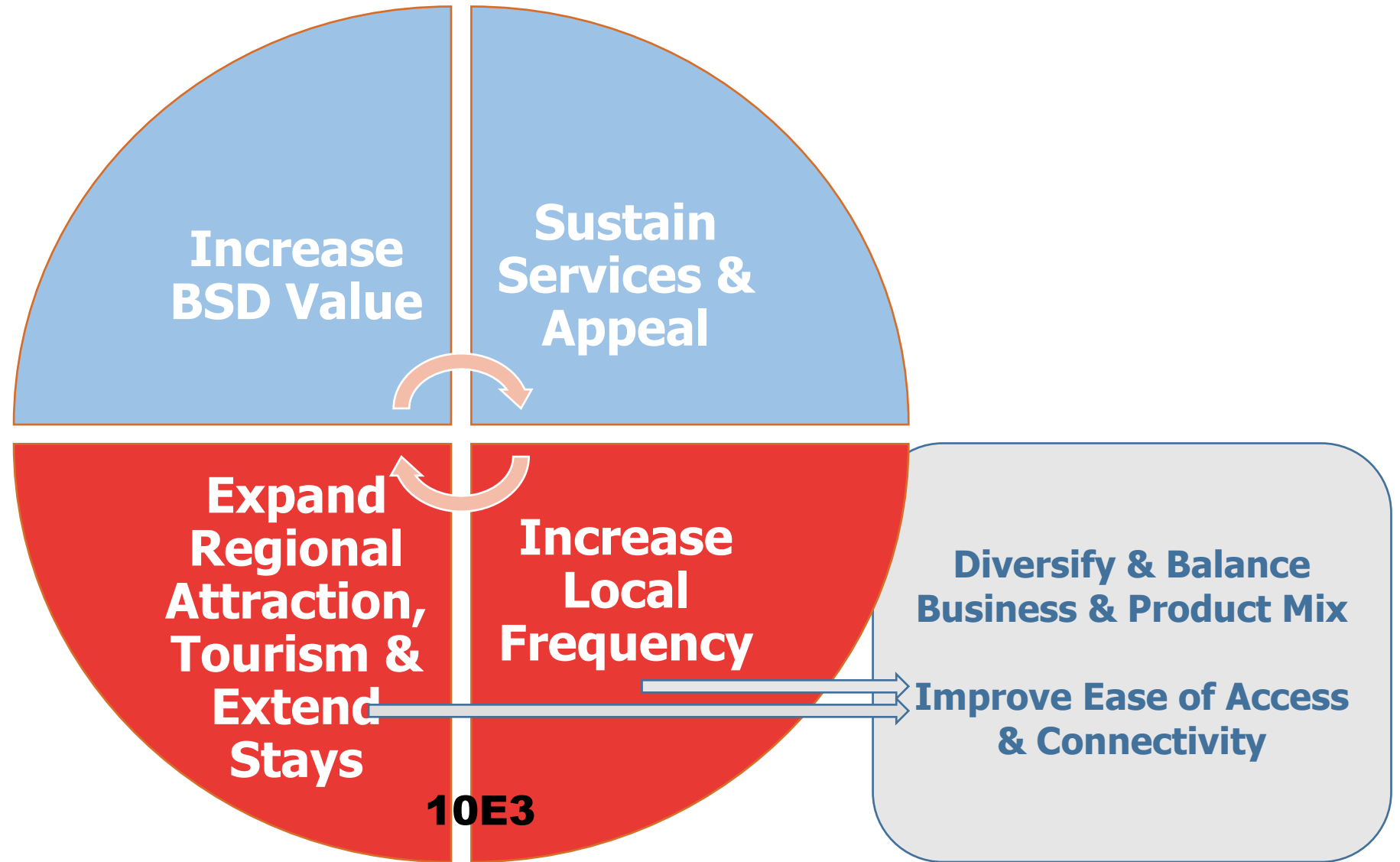
- Economic development
- Business recruitment and retention
- Marketing and promotion of the district
- Maintaining and enhancing the downtown

Volunteer Opportunities

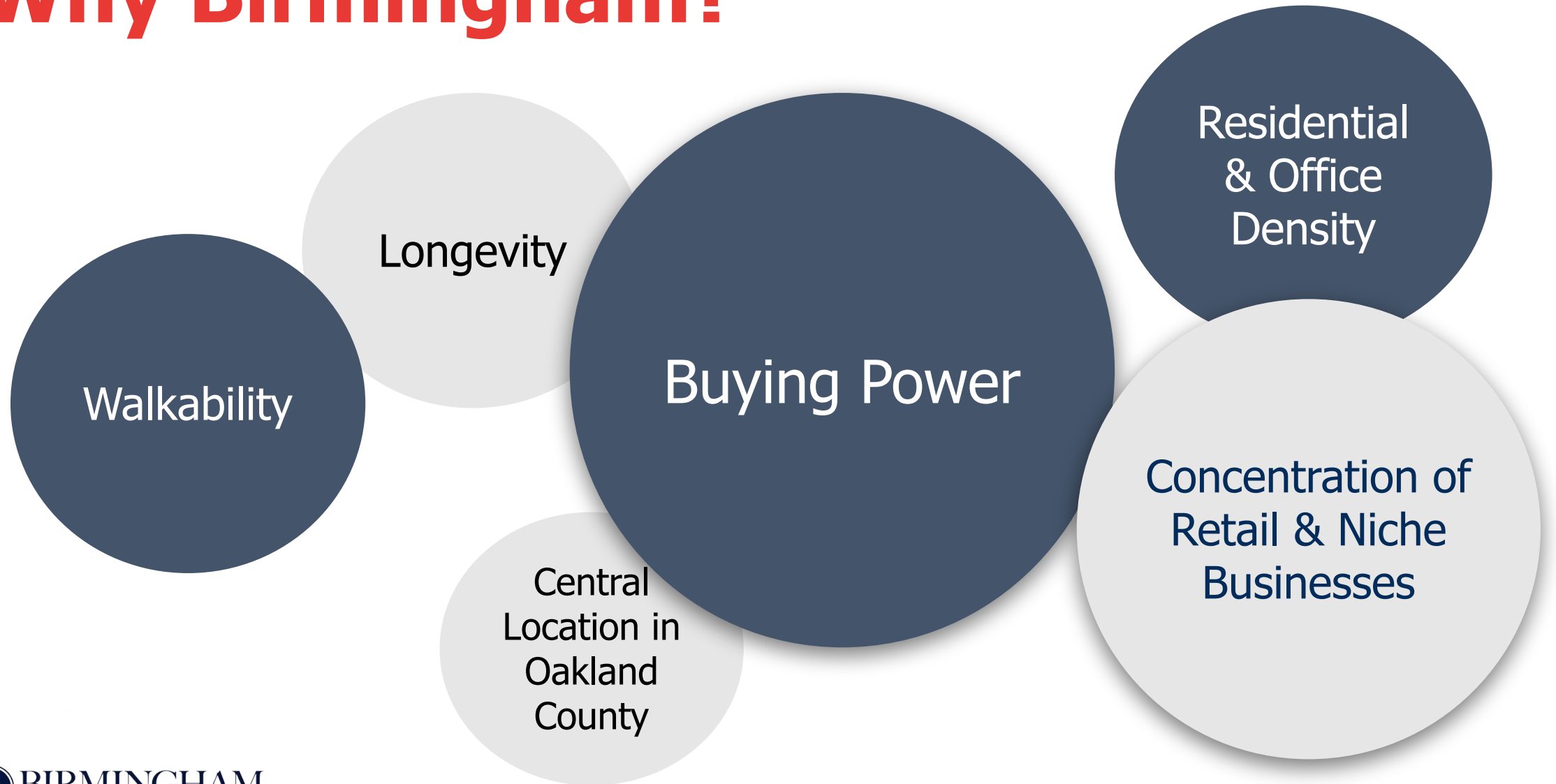
www.allinbirmingham.com/about/bsd_committees



BSD Strategic Plan



Why Birmingham?



Why Birmingham? First to Market & Long-standing Gems



Why Birmingham?

Market Reach & Destination Tourism

SHOPPING, DINING & EVENTS

- ✓ 59 HOSTED EVENTS
300,000+ ATTENDEES
- ✓ 600+ BUSINESSES
PEAK TIMES: 12-2 & 6-8 P.M.
- ✓ 7 MILLION VISITORS
2-HOUR AVERAGE STAY



MARKET REACH & IMPACT

- ✓ 13 MILLION IMPRESSIONS
TARGETED CAMPAIGNS
- ✓ 120,392 WEB VISITS
5,632 PARTNER REFERRALS
- ✓ 569,371 SOCIAL MEDIA REACH
17,790 FOLLOWERS
- ✓ 15 LIVE TV FEATURES
LOCAL BUSINESS & EVENT

2023 Events



- April 15 – Birmingham Spring Stroll
- May 7 – Farmers Market 21st Annual Opening Day
- May 7- October 29 - Farmers Market, Every Sunday
- June 9 – Outdoor Movie Night
- June 25 – Farmers Market Super Farmer Day
- July 14 – Outdoor Movie Night
- July 29 – Day on the Town
- August 6 – Farmers Market Corn Festival
- August 11 – Outdoor Movie Night
- August 19 – Birmingham Cruise Event
- September 8 – Outdoor Movie Night
- September 10 – Farmers Market Harvest Festival
- October 12 – Birmingham Art Walk
- October 29 – Farmers Market End of Season Celebration
- November 25 – Small Business Saturday
- November 25 – Santa Walk, Santa House & Carriage Rides
- December 1 – Holiday Tree Lighting
- December 1 – 3 – Birmingham Winter Markt
- December Weekends – Santa House & Carriage Rides

Why Birmingham?

Service & Atmosphere

DISTRICT MAINTENANCE

✓ 56,814 LINEAR FEET
SIDEWALK SNOW REMOVAL & MAINTENANCE

✓ 230 FLOWER PLANTERS & BASKETS
INSTALLED AND MAINTAINED

✓ 800,000+ HOLIDAY LIGHTS
THROUGHOUT DOWNTOWN



Why Birmingham?

Public Investment

Over \$22 million in the last 10 years with Old Woodward, Maple & Brown Streets

2022-23 South Old Woodward Reconstruction Project

- 5 block area - \$8.5 million investment
- 80-100 jobs created
- Outcomes:
 - ◆ greater sense of place
 - ◆ unity & connection
 - ◆ greater access for visitors and residents
- The BSD supported over \$100,000 in marketing, shopping promotions and alternative parking options to encourage visitors during construction



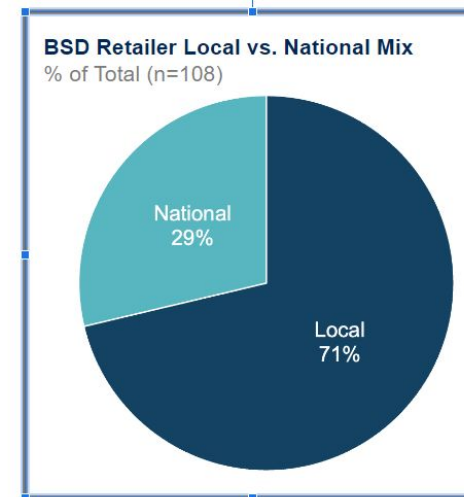
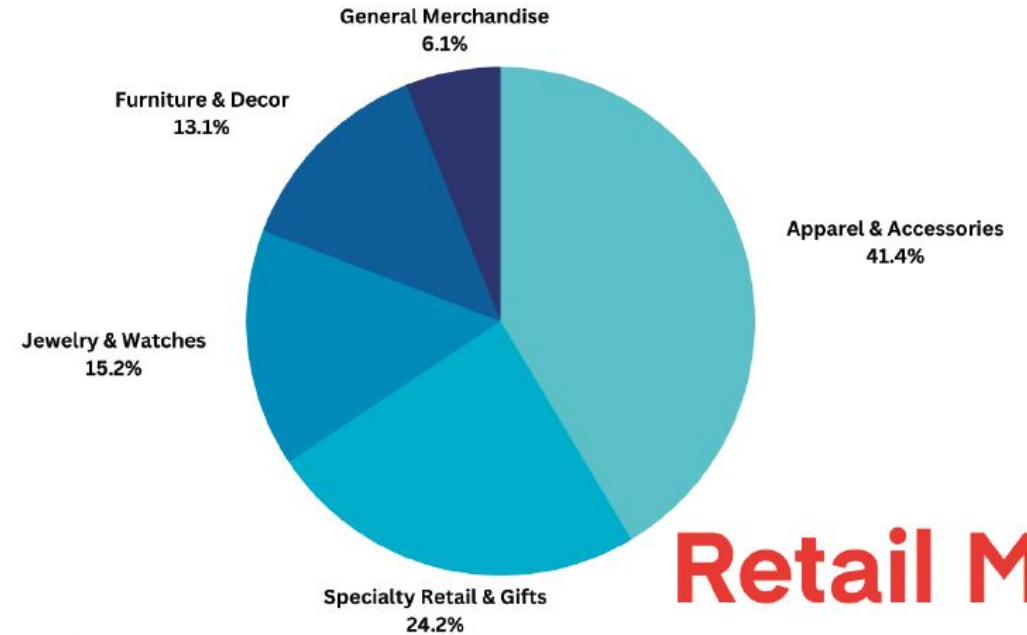
Why Birmingham?

Business Climate

BUSINESS DEVELOPMENT



30 NEW BUSINESSES
AND 10 MORE IN PROGRESS!



Development In Progress

15 Projects

\$500 Million Investment

@1 Million+SF in Development

563 Residential Units

Over 350,000 in Commercial & Office SF



PROJECT LIST

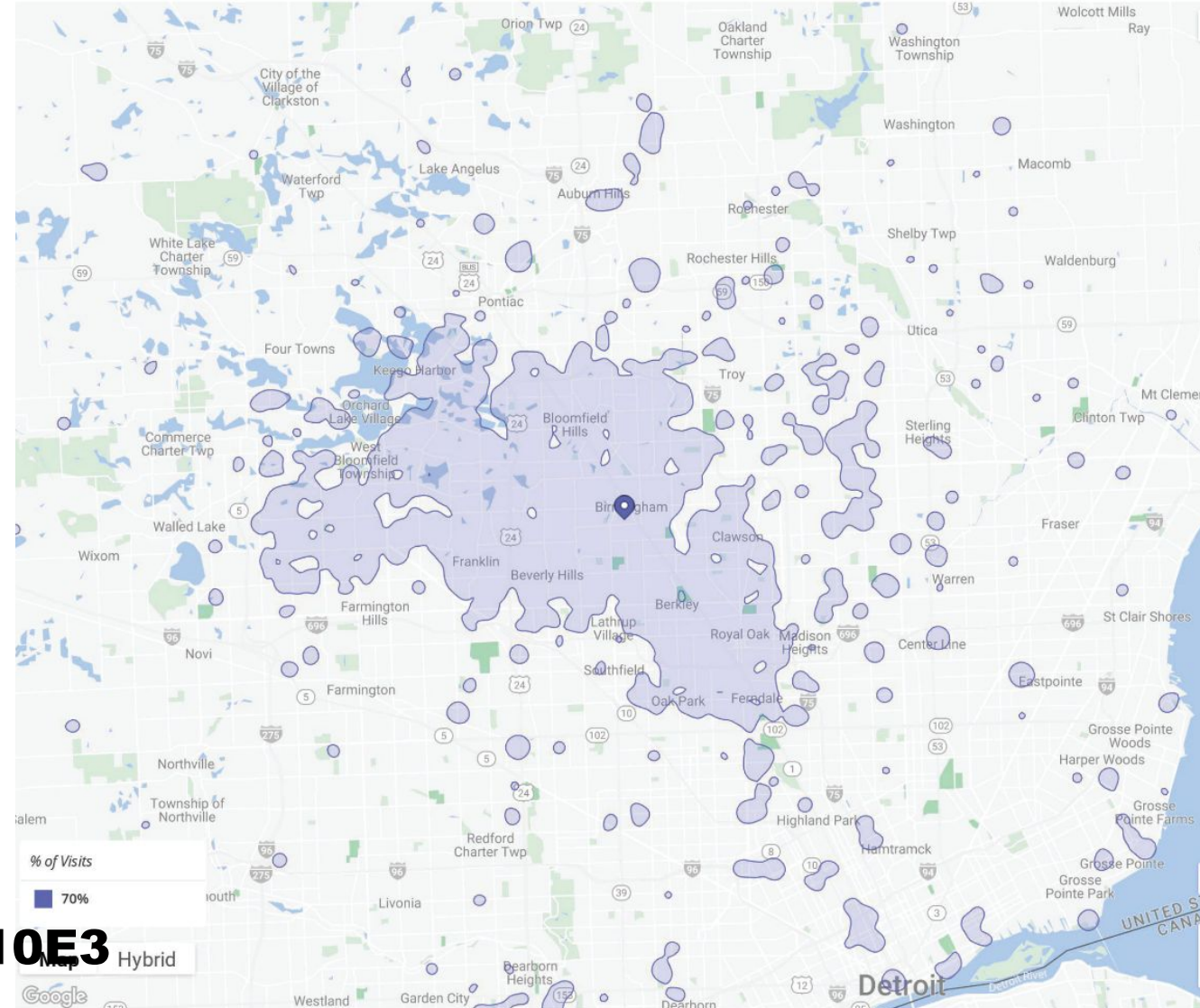
1. 320 Martin - Mixed Use
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11. 35001 Woodward - Mixed Use
12. 34350 Woodward - Commercial
13. 707 S. Worth - Birmingham Pointe
14. 720 S. Adams - Mixed Use
15. 219 Elm - All Seasons 2

Development In Progress



Target Market Area

- 500K+ Consumer Trade Area
- 154 Square Miles
- 41.75 Median Age
- \$200k Average Income



Consumer Persona



- Affluent & Upscale
- Active and Healthy
- Urban & Sophisticated
- Tech Savvy & Connected
- Engage in Community, Arts & Culture

Shops for

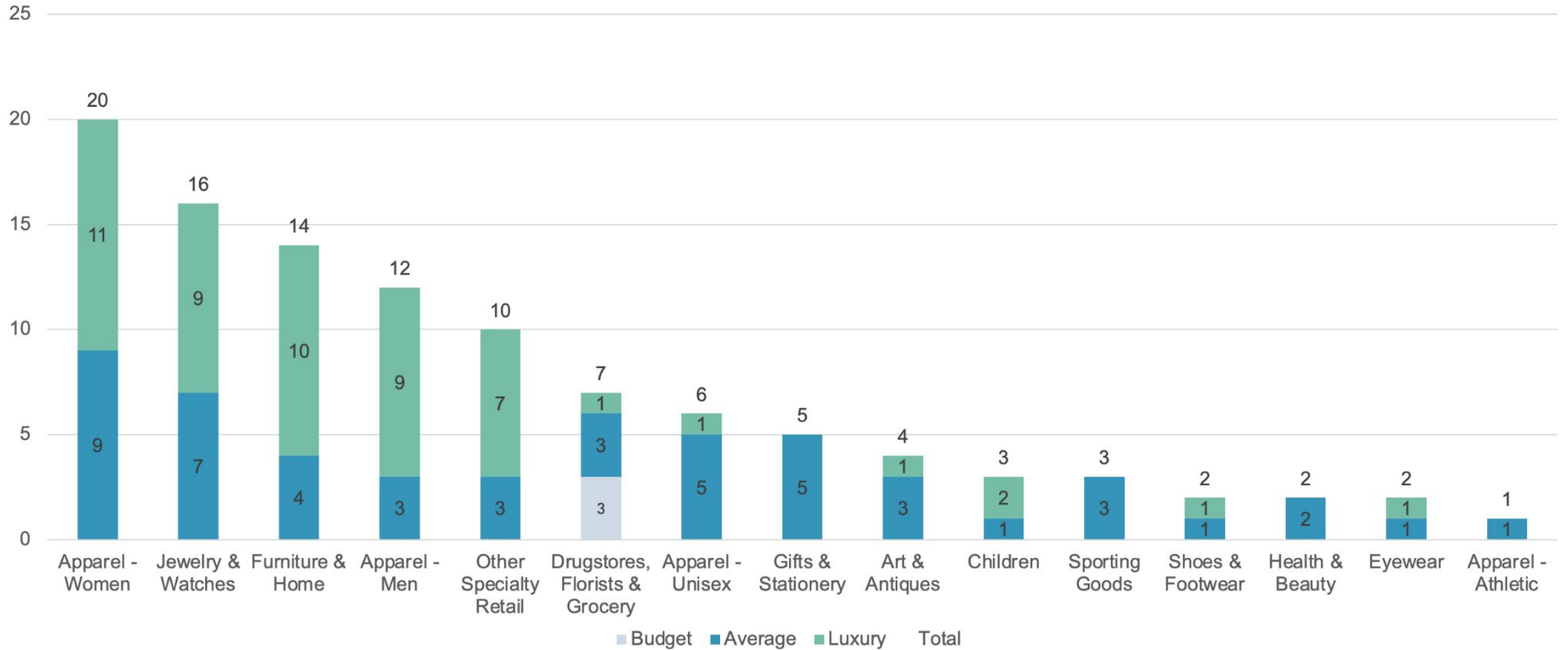
- Home Furnishings
- Fashion
- Arts
- Media
- Entertainment
- Luxury Products
- Personal Care

Devours

- Gourmet Foods & Wine
- Needs Quick Serve Options Daily

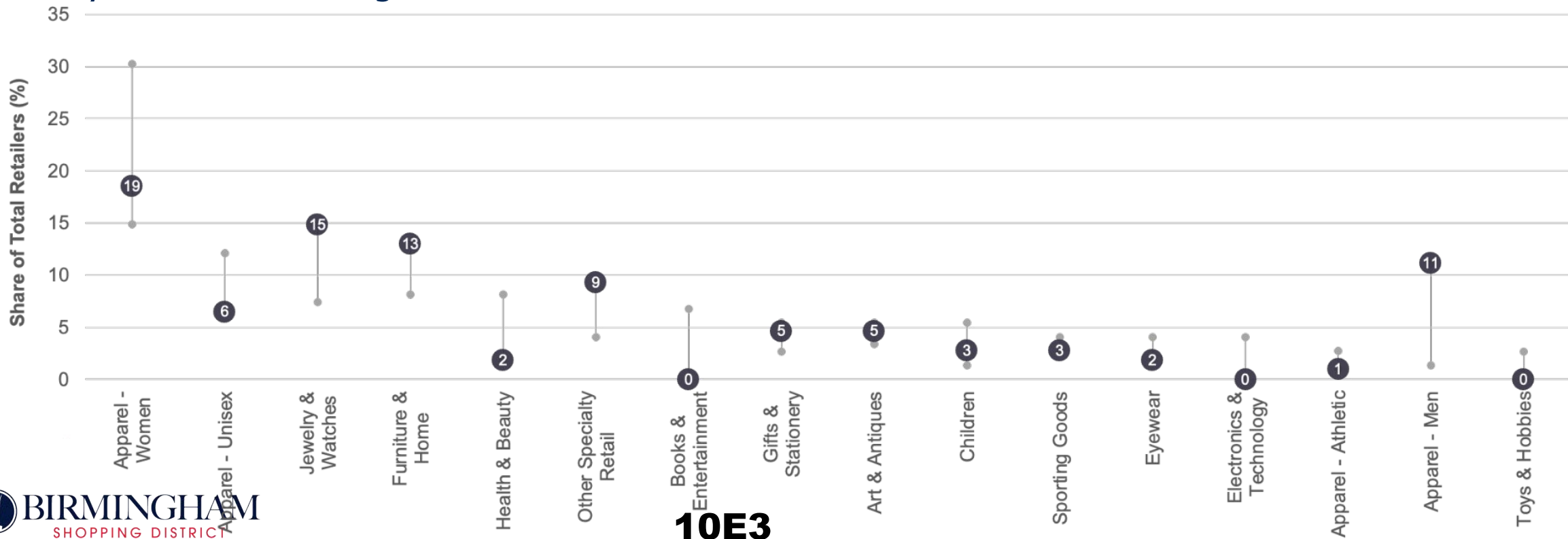
Price Points

50% Luxury Retailers

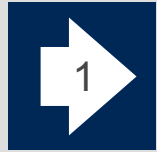


Gap Analysis & Trends

- Underweight in Apparel
- Missing Books & Entertainment, Electronics & Technology, or Toys & Hobbies categories
- The retail industry bifurcation - consumer spending increasingly polarized between high-end and value-oriented retailers
- Middle market struggling - declining sales and store closures



Recruitment Strategy



LOCAL DRAW: Recruit businesses that will appeal to office workers and residents to drive daily foot traffic, such as healthy fast casual restaurants and family-friendly offerings



CHARACTER: Identify and recruit unique entrepreneurs and regional small businesses to fill gaps in product segments not currently available to maintain the local character

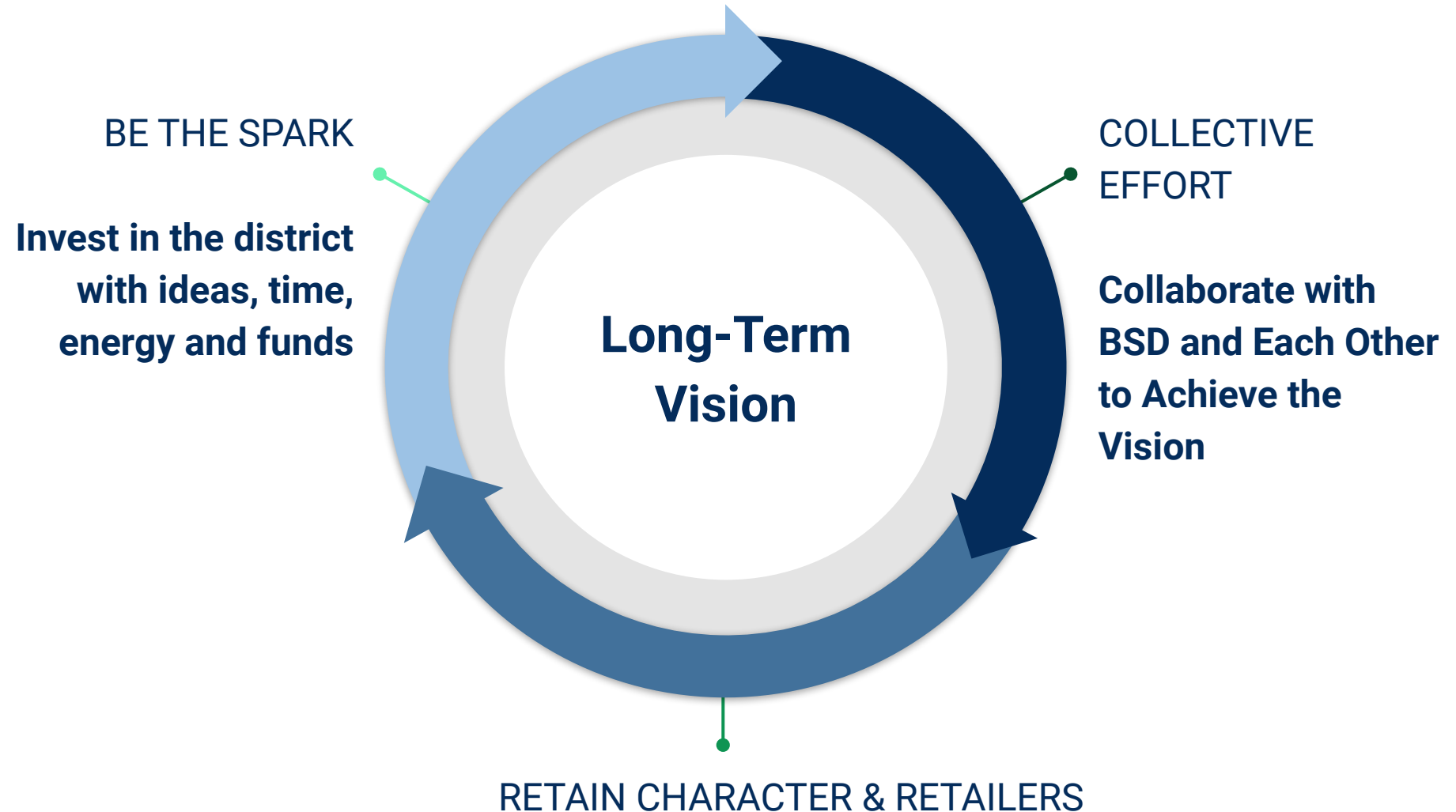


REGIONAL ATTRACTION: Influence national retailer attraction, especially in apparel categories, toward higher-end, sophisticated, and experiential retailers

Market Demand

- **Affordable and Approachable**
 - Casual/Fresh Dining
 - Everyday Essentials & Convenience
 - Women & Teen Apparel
- **Well-known Brands & Luxury Items**
 - Outdoor/Athletic Apparel
 - Accessories
- **Family-friendly Everything**
- **Local Entrepreneurs**
- **Social & Cultural Gathering Spaces**
- **Diverse Options**
 - Books, Media & Technology
 - Healthy Foods & Stores
 - Authentic Cuisine & Specialty Markets
 - Sweet Treats
 - A Balance in the Types of Service Businesses
- **Longer & More Hours**
 - Consistency

What You Can Do



Business Assistance



- Market Data Materials
- Business Marketing
- Recruitment & Retention
- Business Entry Process
- Potential Incentives

Introductions



Cristina Sheppard-Decius, CMSM Executive Director Birmingham Shopping District

Over 20 years of downtown economic development and management experience

Chair of the Michigan Downtown Association

Founder & Owner of POW! Strategies, Inc. providing strategic planning and communications

Crain's Detroit Business 40 Under 40 for work in Downtown Ferndale

Connect with the us!



BIRMINGHAM

SHOPPING DISTRICT

Cristina Sheppard-Decius, CMSM

Executive Director

Birmingham Shopping District

www.allinbirmingham.com

csdecius@bhamgov.org

248-530-1250



10E3



DOWNTOWN OVERVIEW

Nationally ranked as one of the top 20 economically prosperous cities, Birmingham is a highly sought after community in Michigan to live, work and visit. Located in the heart of Oakland County, a county of over one million residents, Birmingham is easily accessible from major transportation arteries in the Metro Detroit region and attracts visitors throughout Southeast Michigan and beyond. Recognized for its vibrant, walkable downtown, the Birmingham Shopping District (BSD) features national and local fashion boutiques, home furnishing retailers, galleries, salons and award-winning restaurants. Its affluent clientele outpaces the country's income and education levels, making it an ideal location to market and grow your business.

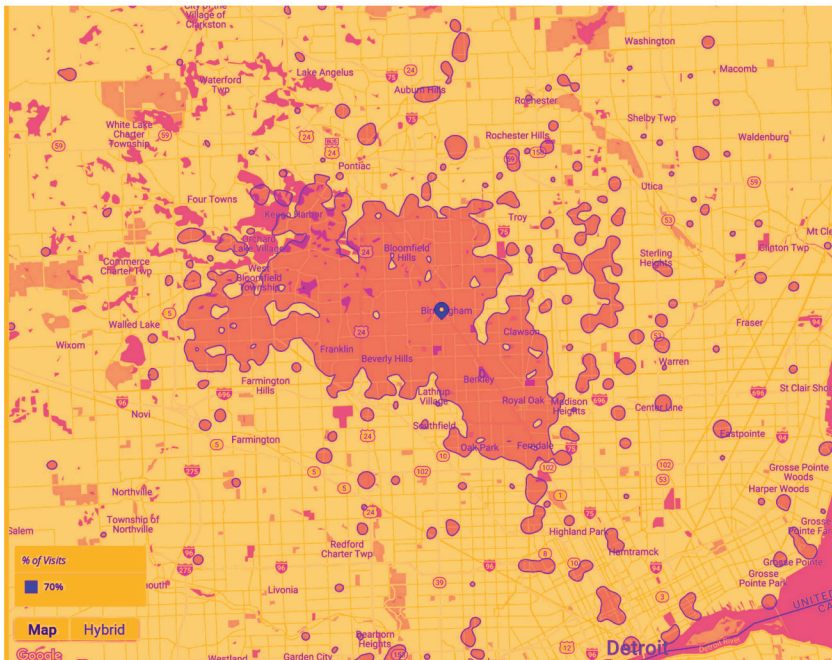
Market Area

- ✓ **500K+ CONSUMER TRADE AREA**
154 SQUARE MILES
- ✓ **41.75 MEDIAN AGE**
AFFLUENT & EDUCATED
- ✓ **\$727K MEDIAN HOME VALUE**
ACTIVE, SOPHISTICATED & CONNECTED
- ✓ **\$200K LOCAL AVERAGE INCOME**
\$113K - TRADE AREA AVERAGE INCOME



CONSUMER TRAITS

- Affluent & Upscale
- Tech Savvy & Connected
- Urban & Sophisticated
- Engaged in Community, Arts & Culture
- Seeks Healthy Foods & Activities
- Shops Home Furnishings, Fashion, Arts, Media, Entertainment, Luxury Products & Personal Care
- Devours Gourmet Foods & Wine While Needing Quick Serve Options Daily





DOWNTOWN PROFILE

Economic Dashboard



106 RETAILERS/65 RESTAURANTS
600+ BUSINESSES



30 NEW BUSINESSES SINCE 2022
10 MORE IN PROGRESS



RETAIL OCCUPANCY
1.5 MILLION SQ. FT. OF SPACE

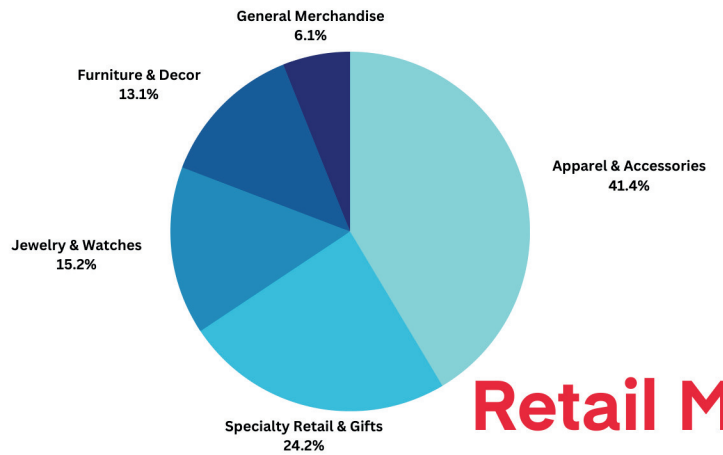


OFFICE OCCUPANCY
2 MILLION SQ. FT. OF SPACE

MARKET REACH & IMPACT

- 13 MILLION IMPRESSIONS**
TARGETED CAMPAIGNS
- 250,050 WEB VISITS**
7,816 PARTNER REFERRALS
- 569,400 SOCIAL MEDIA REACH**
19,816 FOLLOWERS
- 59 EVENTS**
300,000+ ATTENDEES
- 7 MILLION VISITORS**
2-HOUR AVERAGE STAY
(data provided by placer.ai)

For more market insights and available properties, contact the Birmingham Shopping District.



Retail Mix

Downtown Birmingham is a premiere destination for shopping, dining, events and tourism in Michigan, offering one-of-a-kind national and local brands. Notable apparel and accessory retailers include Faherty, Anthropologie, lululemon, Roots, Evereve, St. Croix Shop, Moosejaw, Lucido Fine Jewelry, and Brilliant Earth, as well as exclusive fashions from Tender, Barbara Boz and more. The downtown is a regional hotspot for home furnishings, including CB2, RH, Serena & Lily, West Elm, Ethan Allen and the list goes on. Food connoisseurs frequent the downtown cafes, high-quality restaurants, fine dining and fast-fresh fare from national brands like Hyde Park Steakhouse, sweetgreen and Starbucks to local award-winning favorites such as Market North End, Forest, Hazel's, Rugby Grille, Phoenecia, Madam and many more.

The luxurious Townsend and Daxton hotels welcome thousands of visitors annually. Over 300 professional offices, two movie theaters, two active parks and more than 10,000 homes within walking distance all contribute to the bustling foot traffic downtown. Ample parking with over 5,000 spaces is conveniently located throughout downtown offering two-hour free parking in five public decks daily.



CONSUMER SURVEY INSIGHTS

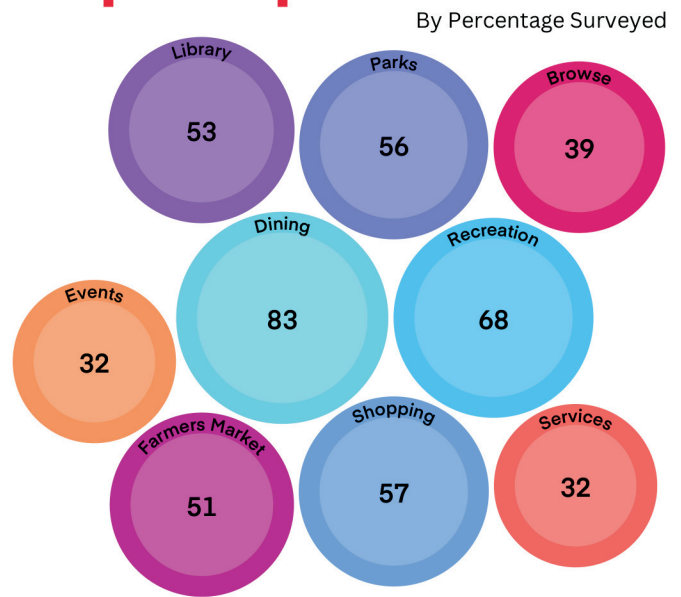
The Birmingham Shopping District (BSD) surveyed residents, business owners, downtown employees and visitors of their typical usage of Downtown Birmingham. As well as ideas to continue fostering a vibrant and engaging downtown experience that will grow their patronage. The survey was conducted online from August - September 2023 with almost 300 participants, a majority being residents and female between the ages of 30-79.

The following information provides a summary of those results that will be used in the economic strategy for Downtown Birmingham in regards to business development, physical and environmental design, community programming and promotions. Overall, the survey reveals a strong desire for a balanced mix of affordable, unique and family-friendly retail offerings, as well as community design ideals that grow connections, outdoor experiences and social gathering. Peak downtown visit times were between 11 a.m. - 2 p.m. and 5 - 8 p.m. Thursday - Sunday.

Market Demand

- ✓ **AFFORDABILITY**
 - Casual & Fresh Dining Options
 - Convenience & Everyday Essentials
 - Women & Teen Apparel
- ✓ **WELL-KNOWN BRANDS & LUXURY**
Conversely Still in Demand
- ✓ **DIVERSE OPTIONS**
 - Bookstores, Media & Technology
 - Family-friendly & Health-related Shops & Food
 - Interactive & Entertainment-based Retail
 - Wider Variety of Authentic Cuisine
 - Specialty Markets
 - Sweet Treats (ie: Ice Cream & Desserts)
 - Balance of Service Businesses
- ✓ **LOCAL ENTREPRENEURS**
 - Specialty Stores & Boutiques
 - Artisans and Makers
 - Unique Products
- ✓ **SOCIAL & CULTURAL GATHERING SPACES**
 - Wine Bars, Distilleries & Breweries
 - Music Venues & Rooftop Cafes/Bars
 - Creative Centers
- ✓ **OPEN LONGER/MORE HOURS**
 - 16% for Retail & 9% for Restaurants

Trip Purpose



COMMUNITY DESIGN

- Grow activation of parks, community spaces and events
- Recreational and family activity spaces
- Bike infrastructure
- Trail access and green space extensions
- Walking tours
- Public art
- Parking circulation and easy access

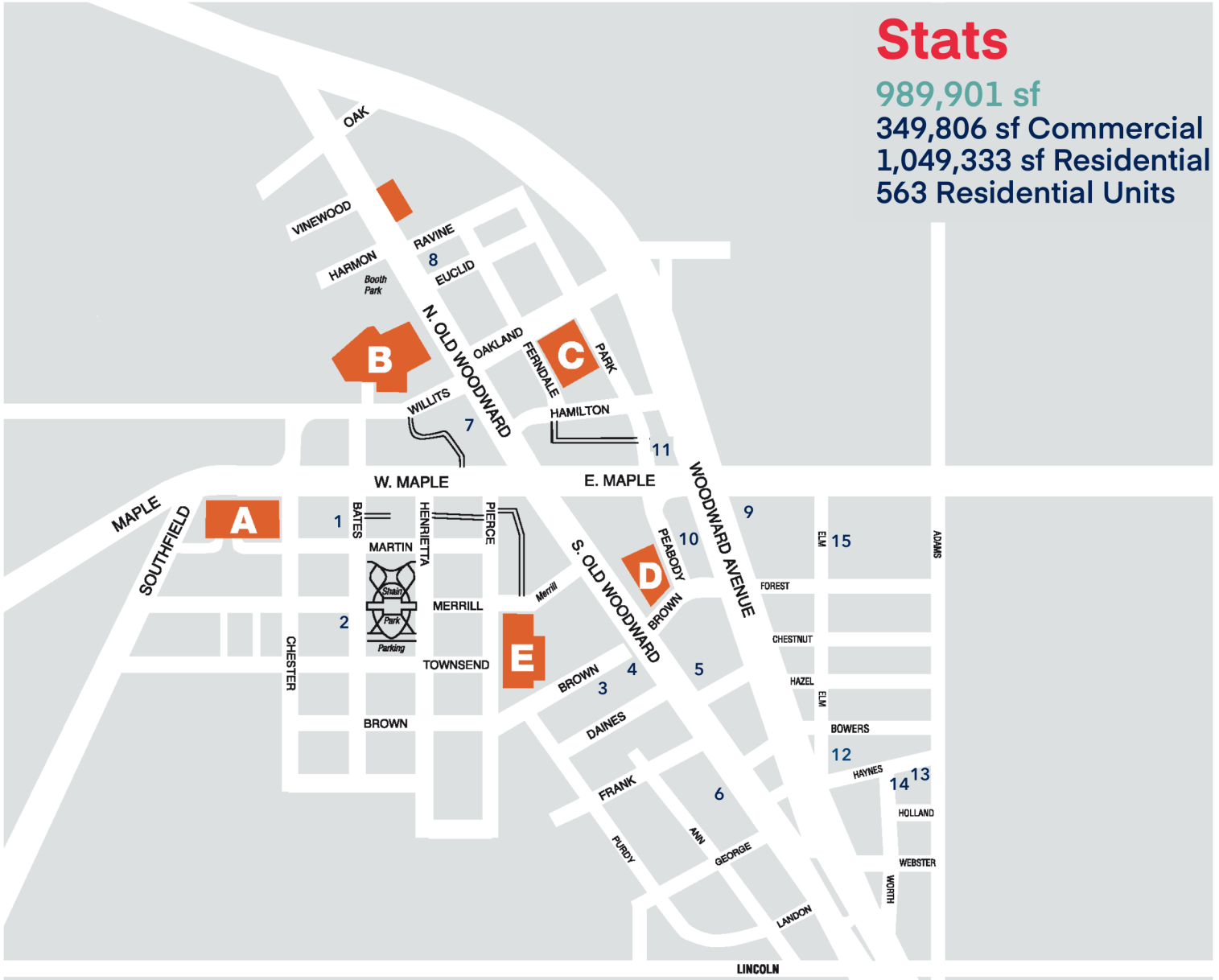


DEVELOPMENT PROJECTS

2023

Stats

989,901 sf
349,806 sf Commercial
1,049,333 sf Residential
563 Residential Units



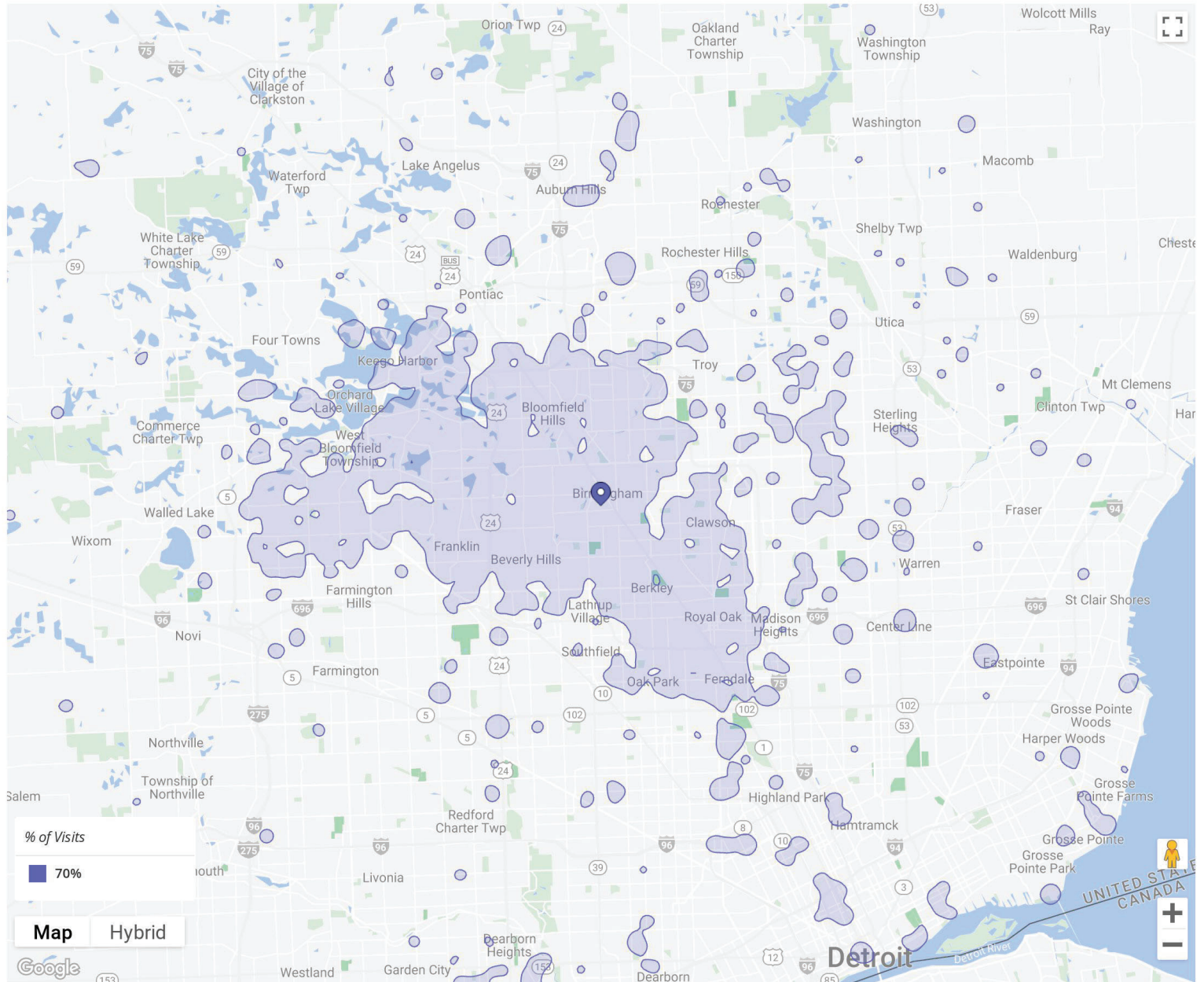
PROJECT LIST

- 1. 320 Martin - Mixed Use
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- 11. 35001 Woodward - Mixed Use
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- 13. 707 S. Worth - Birmingham Pointe
- 14. 720 S. Adams - Mixed Use
- 15. 219 Elm - All Seasons 2

Trade Area Profile

Mar 1, 2022 - Feb 28, 2023

Birmingham PSD 2 / 270 W Merrill St, Birmingham, MI 48009





BIRMINGHAM

SHOPPING DISTRICT

BUSINESS MIX ANALYSIS

BSD Business Development Committee
June 2023_Final

Recommendations to increase local frequency and regional attraction through our business mix

1

Recruit businesses that will appeal to office workers and residents to drive daily foot traffic, such as healthy fast casual restaurants

2

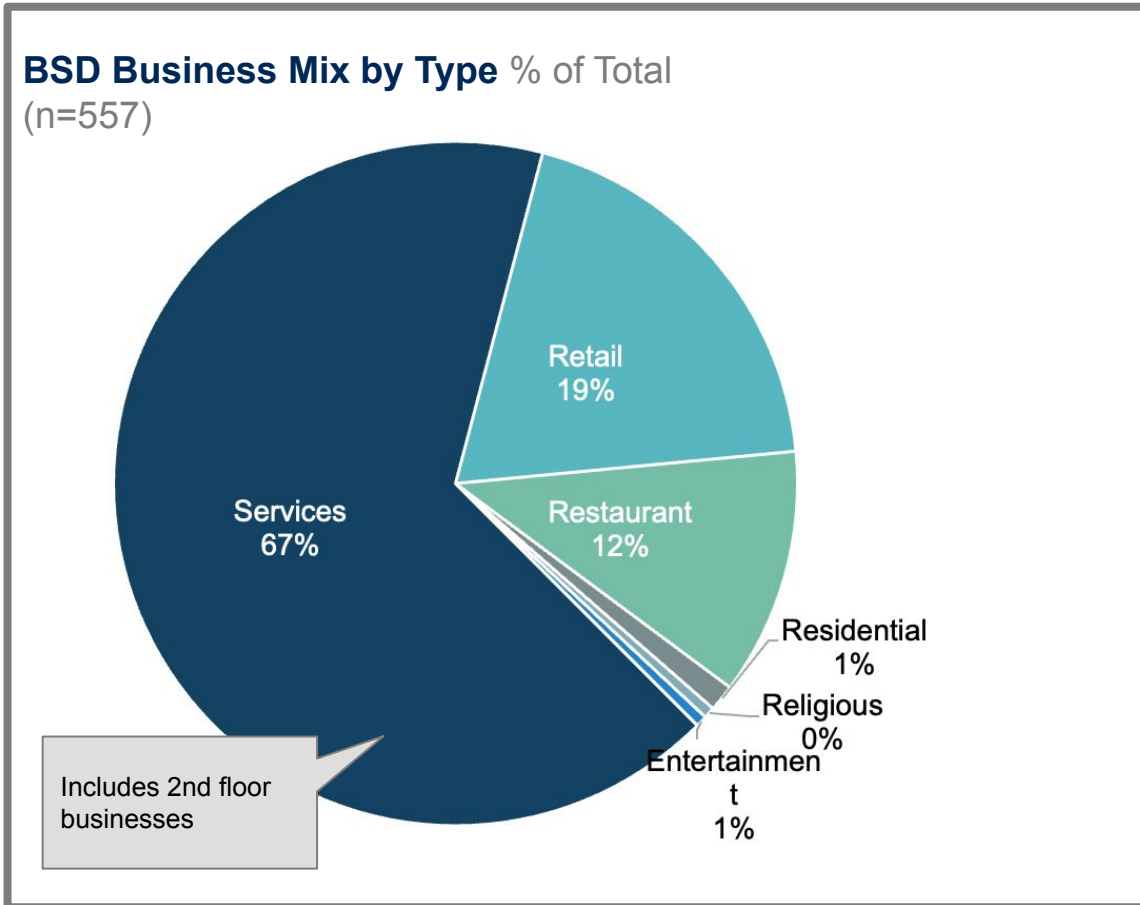
Identify and recruit regional small businesses with incentives and resources to fill gaps in product segments not currently available (e.g., bookstores) and help curate the attraction of unique retailers with well curated offerings to maintain the local feel of Birmingham

3

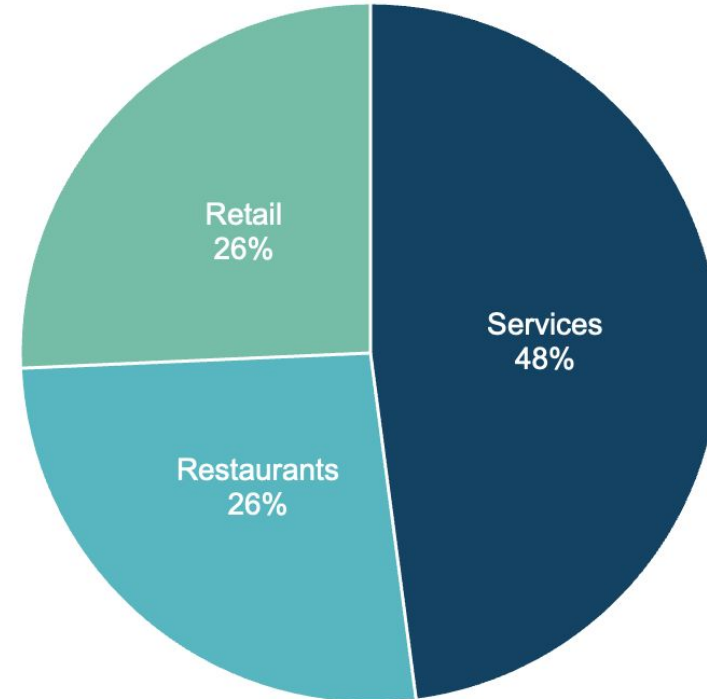
Influence national retailer attraction, especially in apparel categories, by developing retail attraction assets and building landlord/broker relationships to rebalance our business mix toward higher-end, sophisticated, and experiential retailers who have a high pull-factor

There is an opportunity to fine tune the business mix in the BSD to increase our community's vibrancy, sense of place, and attract world-class retailers

31% of the businesses in the BSD are either retailers or restaurants compared to 52% in downtown Naperville, IL



Downtown Naperville Business Mix by Type % of Total (n=288)



Source: Downtown Naperville Business Directory (02/15/23)

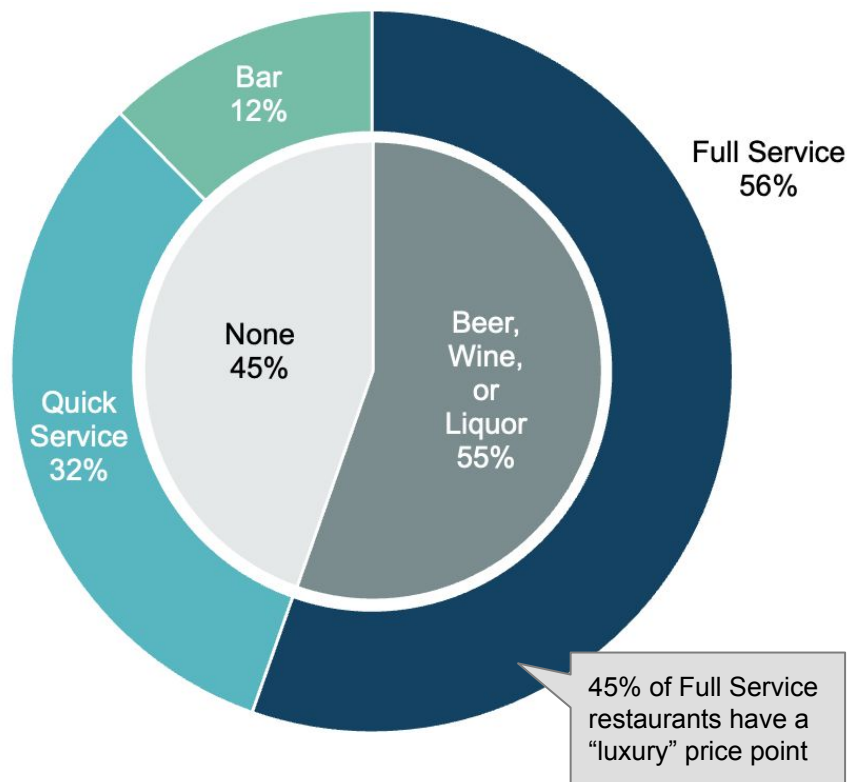
*Excludes vacancies

Birmingham Shopping District | Business Development Committee

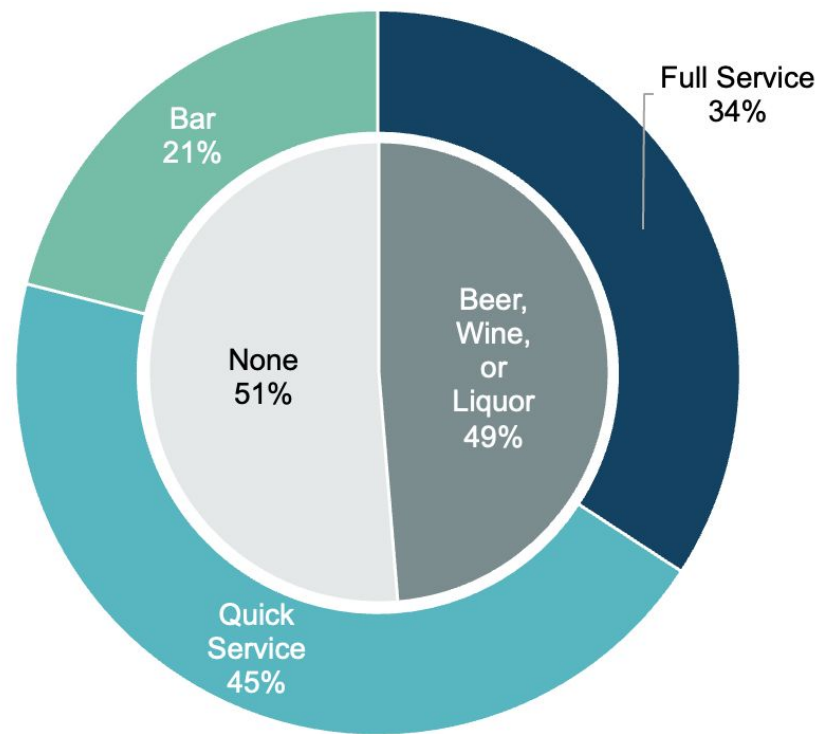
10E3

Better meeting the lunchtime needs of office workers and residents by recruiting healthy fast casual options would help drive increased daily foot traffic – especially as employers begin to embrace return to office policies

BSD Restaurant Mix & Liquor License %
of Total (n=65)



Downtown Naperville Restaurant Mix & Liquor License %
of Total (n=76)



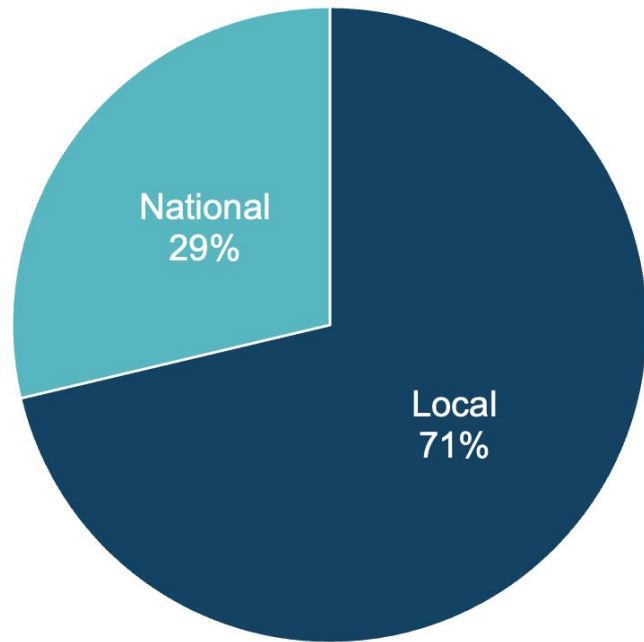
- Naperville’s higher share of quick service offerings may be instructive in how we want to augment our existing mix of dining options in the BSD
- Birmingham’s unique sense of place and vibrant downtown positions our community well to capitalize on the increasing momentum behind return to office or hybrid work policies
- Sweetgreen’s performance demonstrates the unmet need for healthy, fast casual dining options in the BSD. National fresh food purveyors include: **Cava, Freshii, and True Food Kitchen**

Source: BSD Business Mix Analysis, Downtown Naperville Business Directory (02/15/23)
*Excludes vacancies

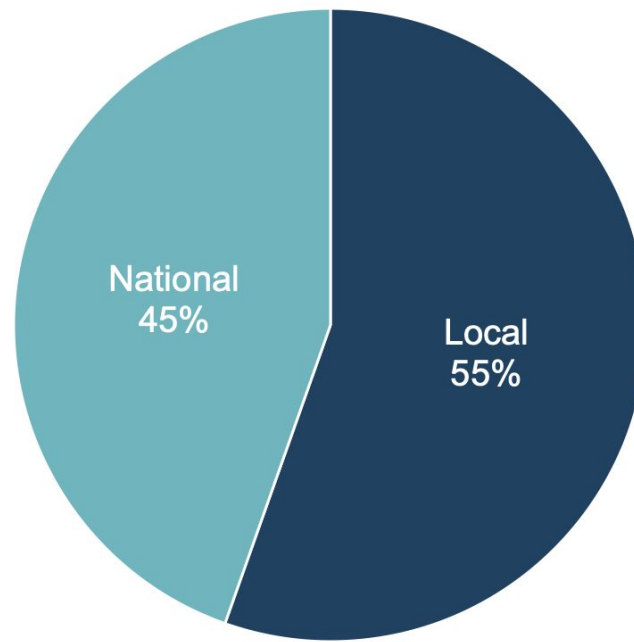
There is likely additional headroom for the recruitment of national retailers without affecting the local community feel of the BSD

71% of retailers in the BSD are local which is greater than both Naperville and Greenwich at 55% and 48%, respectively

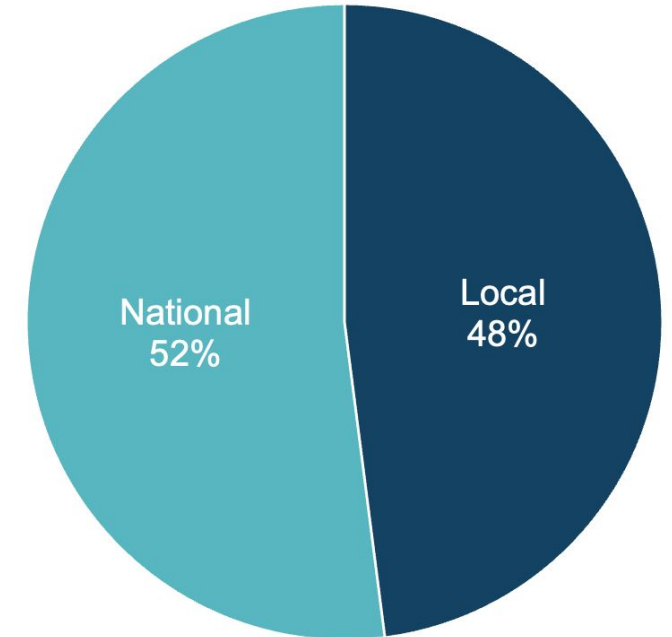
BSD Retailer Local vs. National Mix
% of Total (n=108)



Downtown Naperville Local vs. National Mix
% of Total (n=74)



Greenwich, CT Local vs. National Mix
% of Total (n=149)



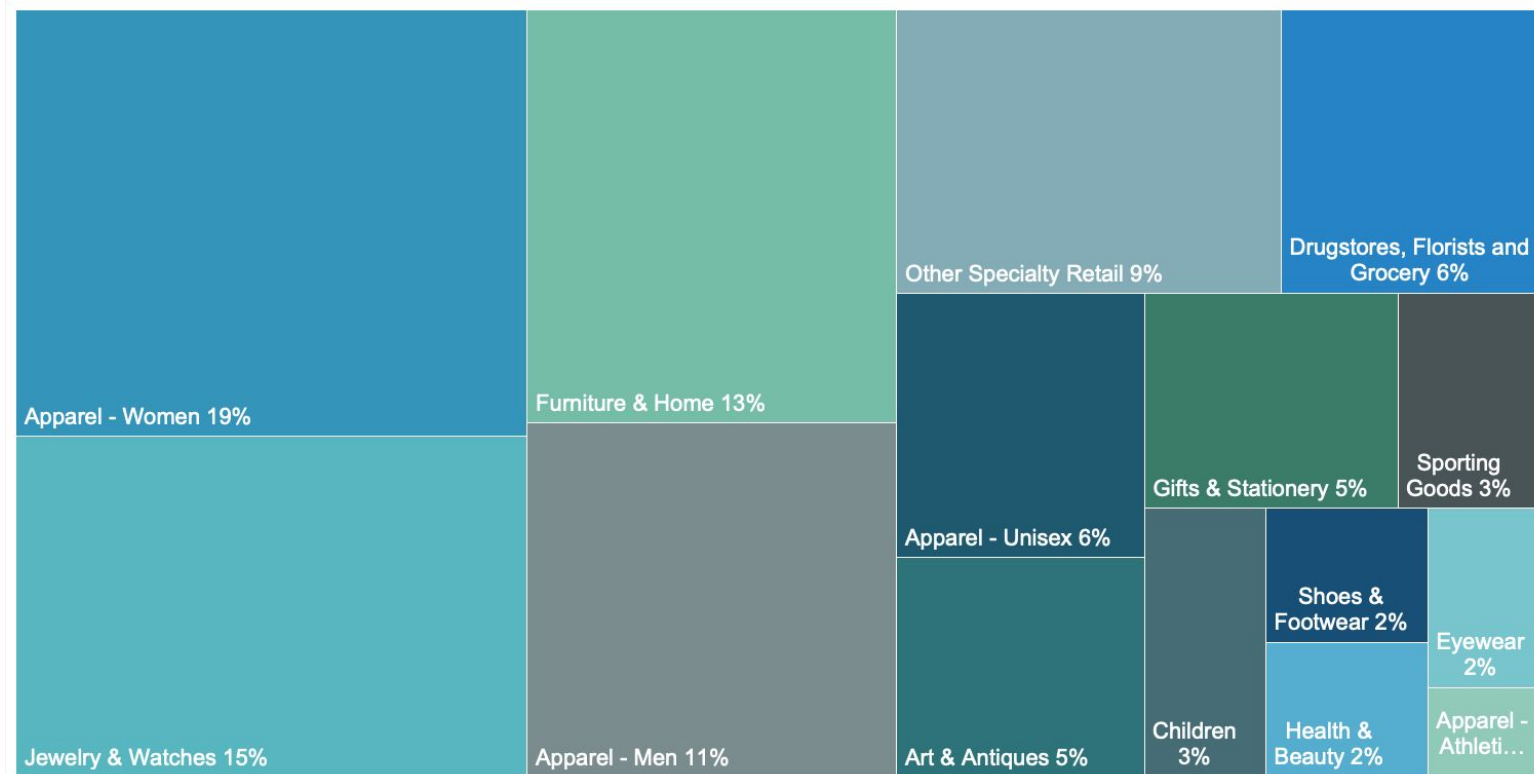
Source: BSD Business Mix Analysis, Downtown Naperville Business Directory, Greenwich Chamber of Commerce, (02/15/23)

*Excludes vacancies

The top three retail categories represented in the BSD include: Women's Apparel, Jewelry & Watches, and Furniture & Home

Birmingham Shopping District Retail Composition by Category

% of Total (n=108)

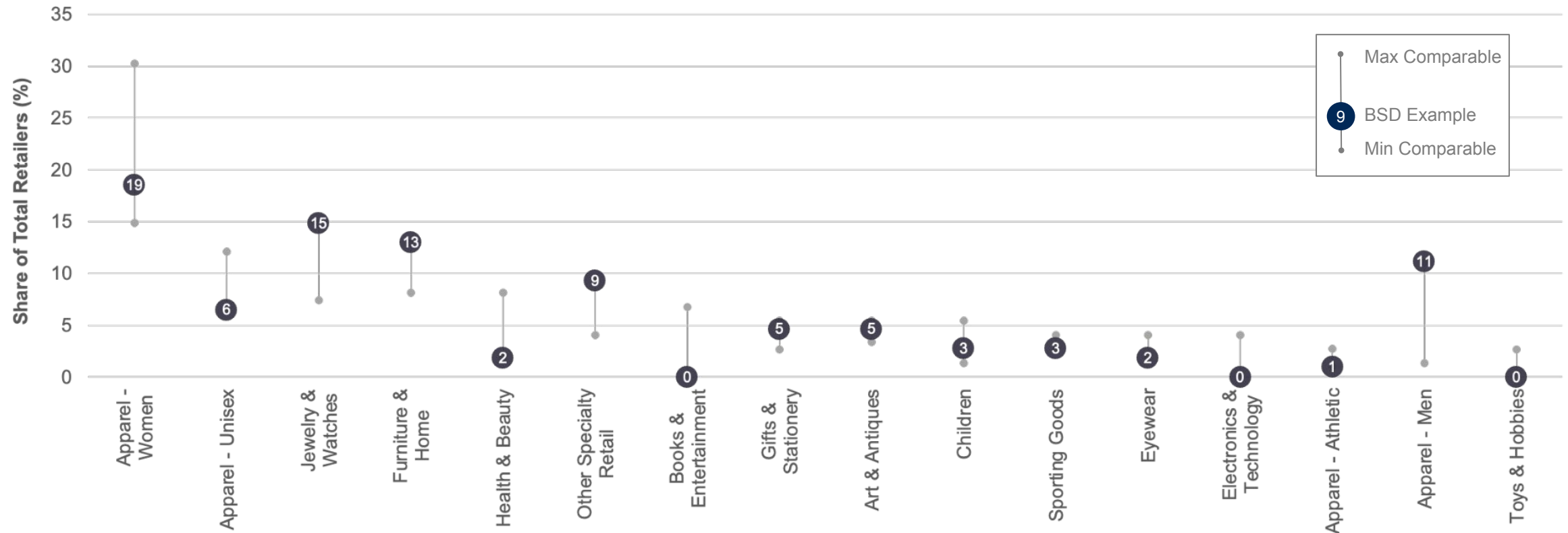


- The BSD does not currently have any retailers in the Books & Entertainment, Electronics & Technology, or Toys & Hobbies categories

Source: BSD Business Mix Analysis (02/15/23)

Birmingham appears to be underweight in most apparel categories, but overweight in Furniture & Home and Jewelry & Watch retailers compared to Greenwich and Naperville

Retail Mix Analysis Naperville/Greenwich vs. Birmingham Shopping District
 % Share of Total Retailers



Source: Downtown Naperville Business Directory, Greenwich Chamber of Commerce, BSD Analysis (02/15/23)

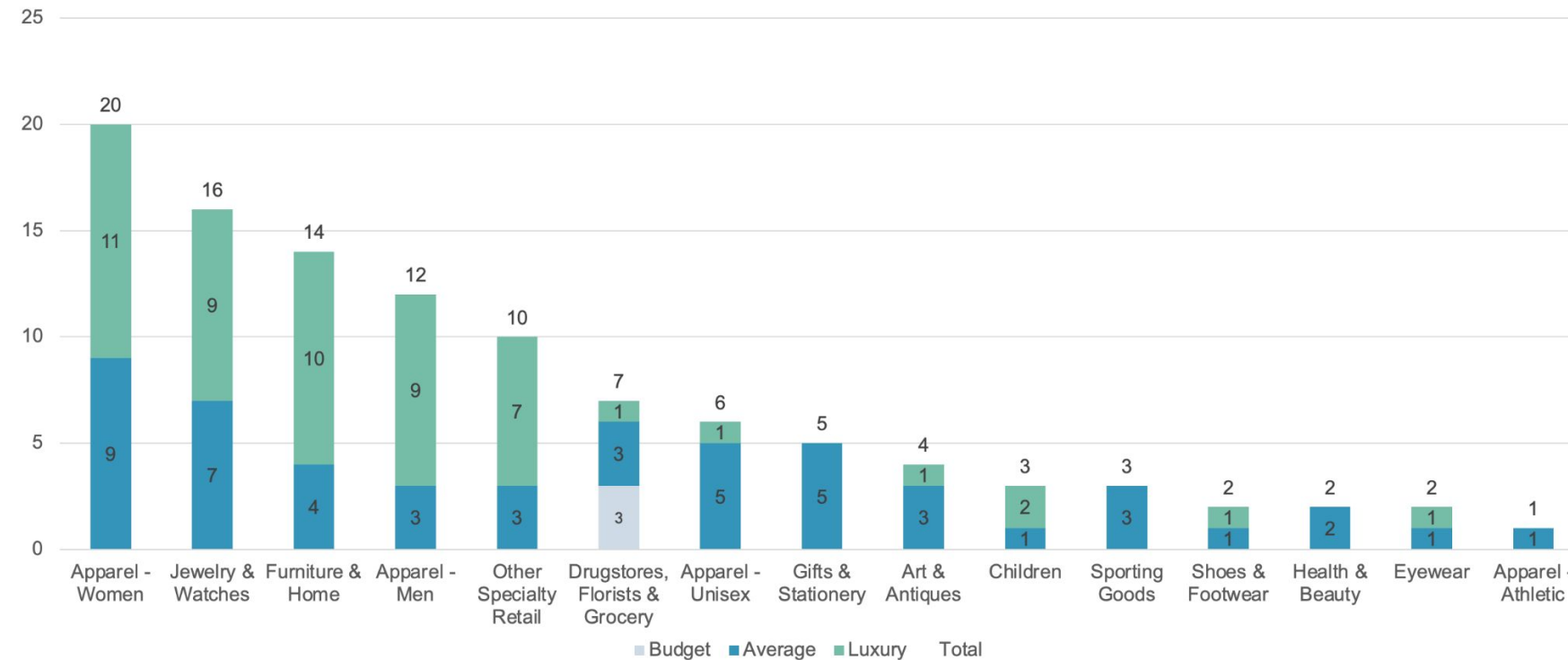
Note: 67 of the 149 retailers were manually identified using Google Maps because they are not members of the Greenwich Chamber of Commerce. Results are directionally correct

The future of retail is bifurcating, and the BSD is best positioned to lean into recruiting higher-end, sophisticated, and experiential retailers

On a relative basis, at least 50% of retailers in the BSD have a luxury price point

Birmingham Shopping District Retail Composition by Price Point

(n=108)



- The retail industry is experiencing a bifurcation, with consumer spending increasingly polarized between high-end, premium retailers and value-oriented retailers
- Those in the middle are struggling with declining sales and store closures
- Our market area is composed of affluent and educated consumers who are active, sophisticated, and connected

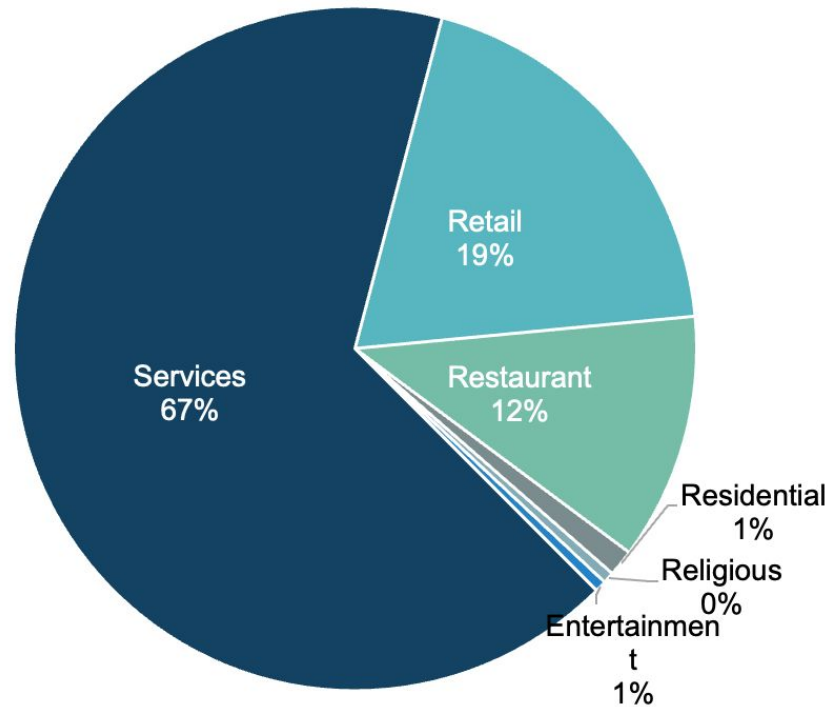
Source: BSD Business Mix Analysis (02/15/23), Deloitte “The Great Retail Bifurcation”

Appendix

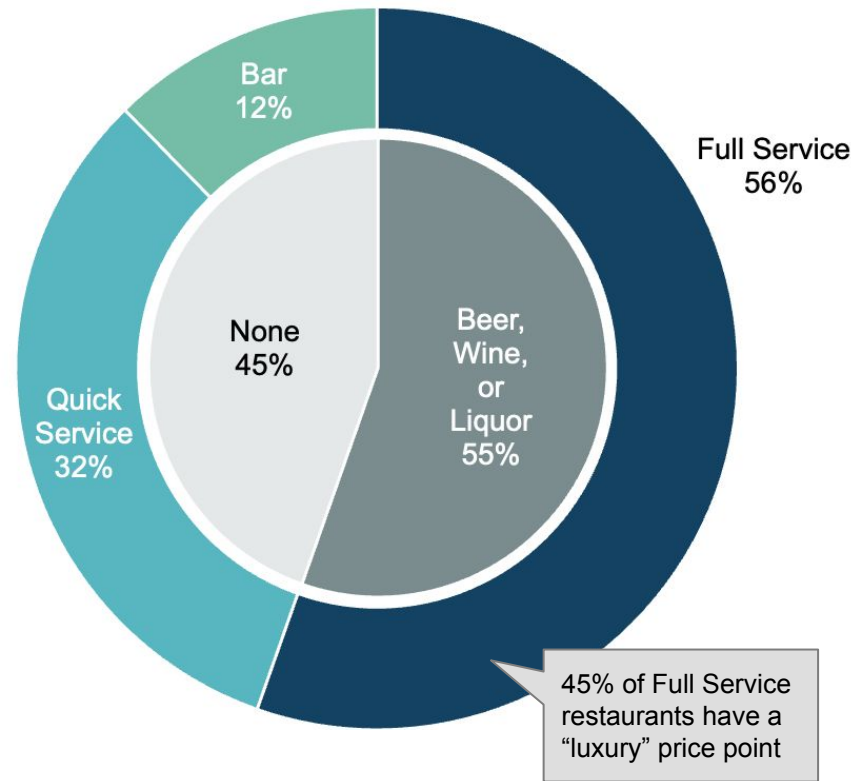
Source: BSD Business Mix Analysis, Downtown Naperville Business Directory (02/15/23)
*Excludes vacancies

Birmingham Shopping District

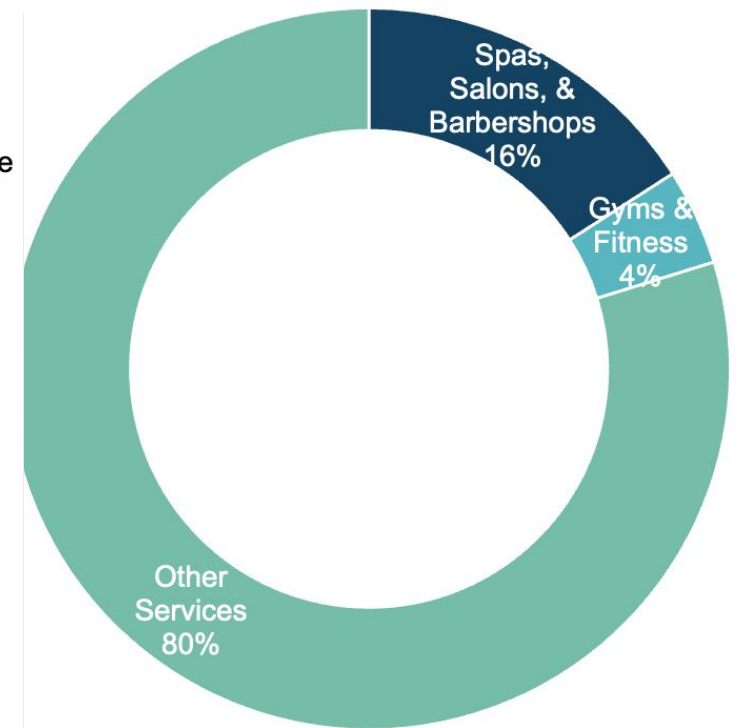
BSD Business Mix by Type % of Total
(n=557)



BSD Restaurant Mix & Liquor License %
of Total (n=65)



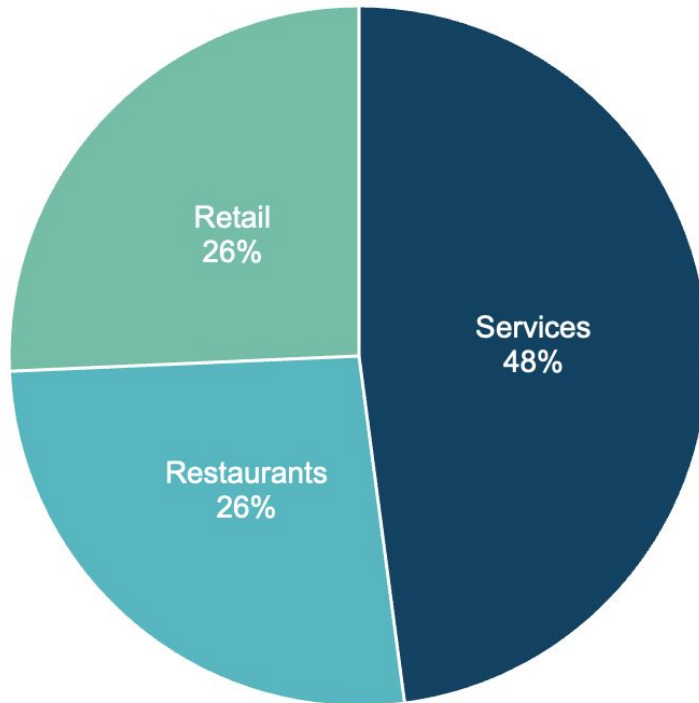
BSD Service Mix
% of Total (n=371)



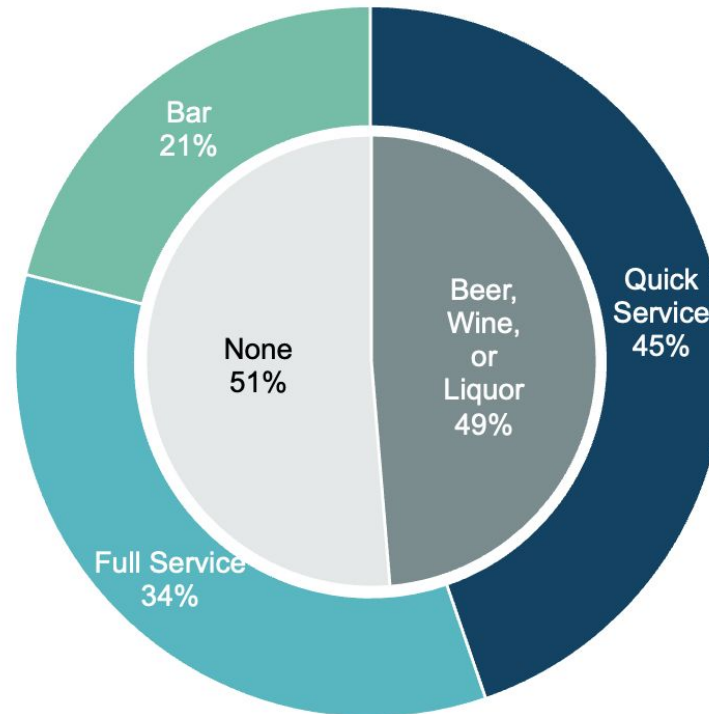
Source: Downtown Naperville Business Directory (02/15/23)
*Excludes vacancies

Downtown Naperville, Illinois

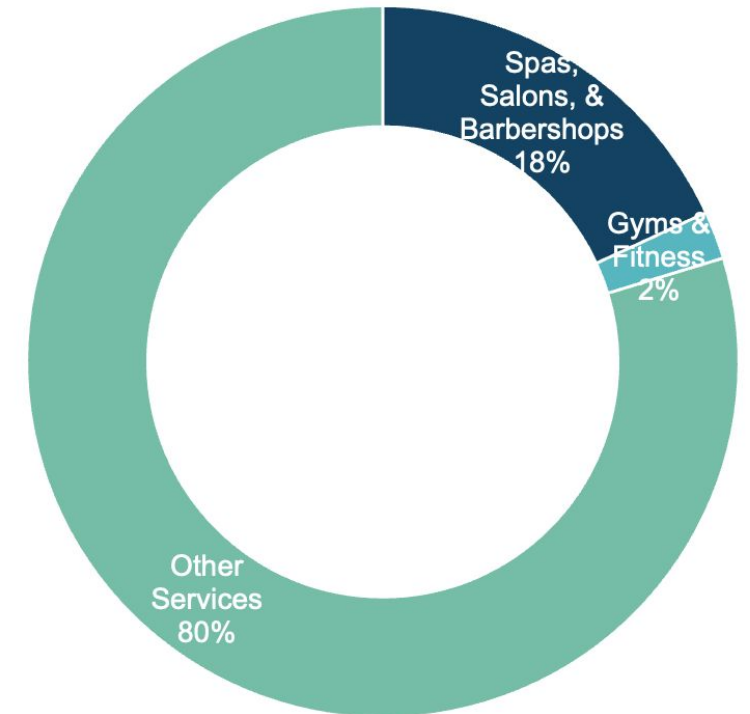
Downtown Naperville Business Mix by Type % of Total (n=288)



Downtown Naperville Restaurant Mix & Liquor License % of Total (n=76)



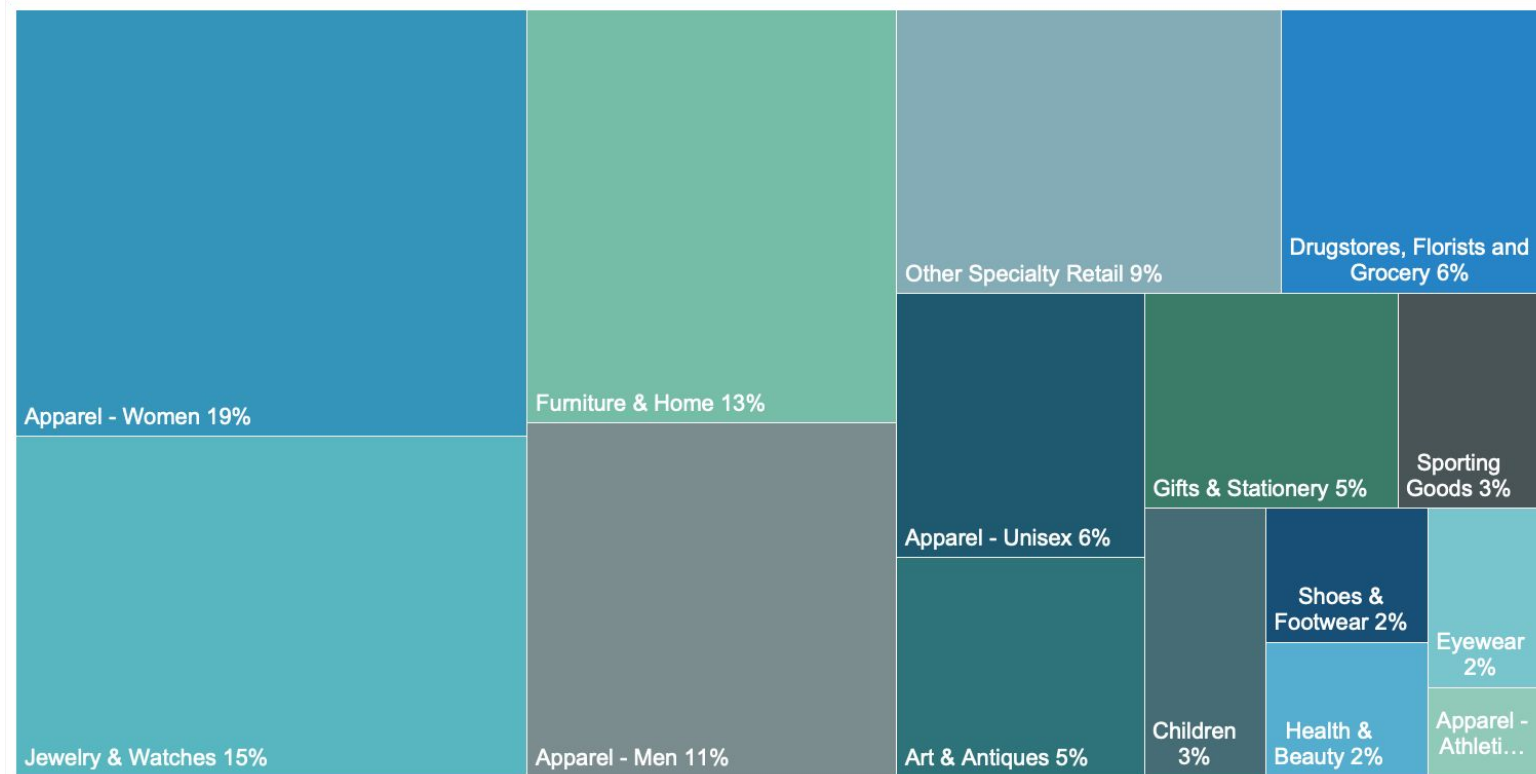
Downtown Naperville Service Mix % of Total (n=138)



Source: Downtown Naperville Business Directory (02/15/23)

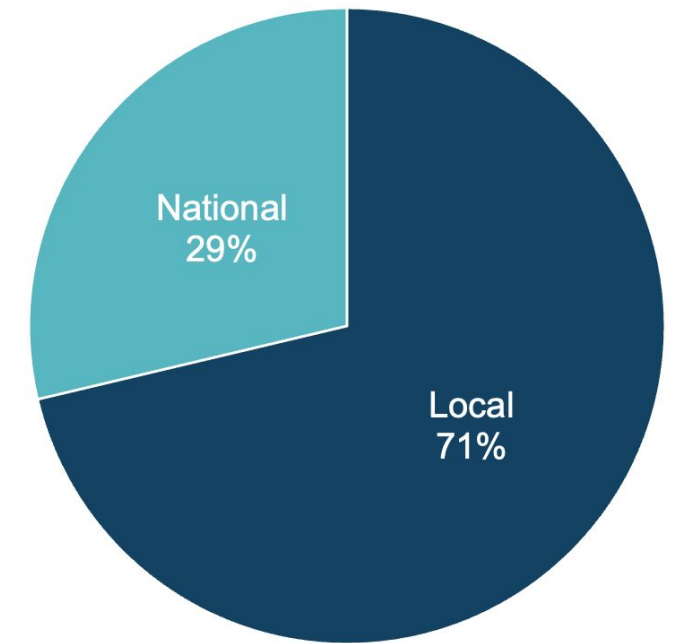
Birmingham Shopping District

Birmingham Shopping District Retail Composition by Category
% of Total (n=108)



Source: BSD Business Mix Analysis (02/15/23)

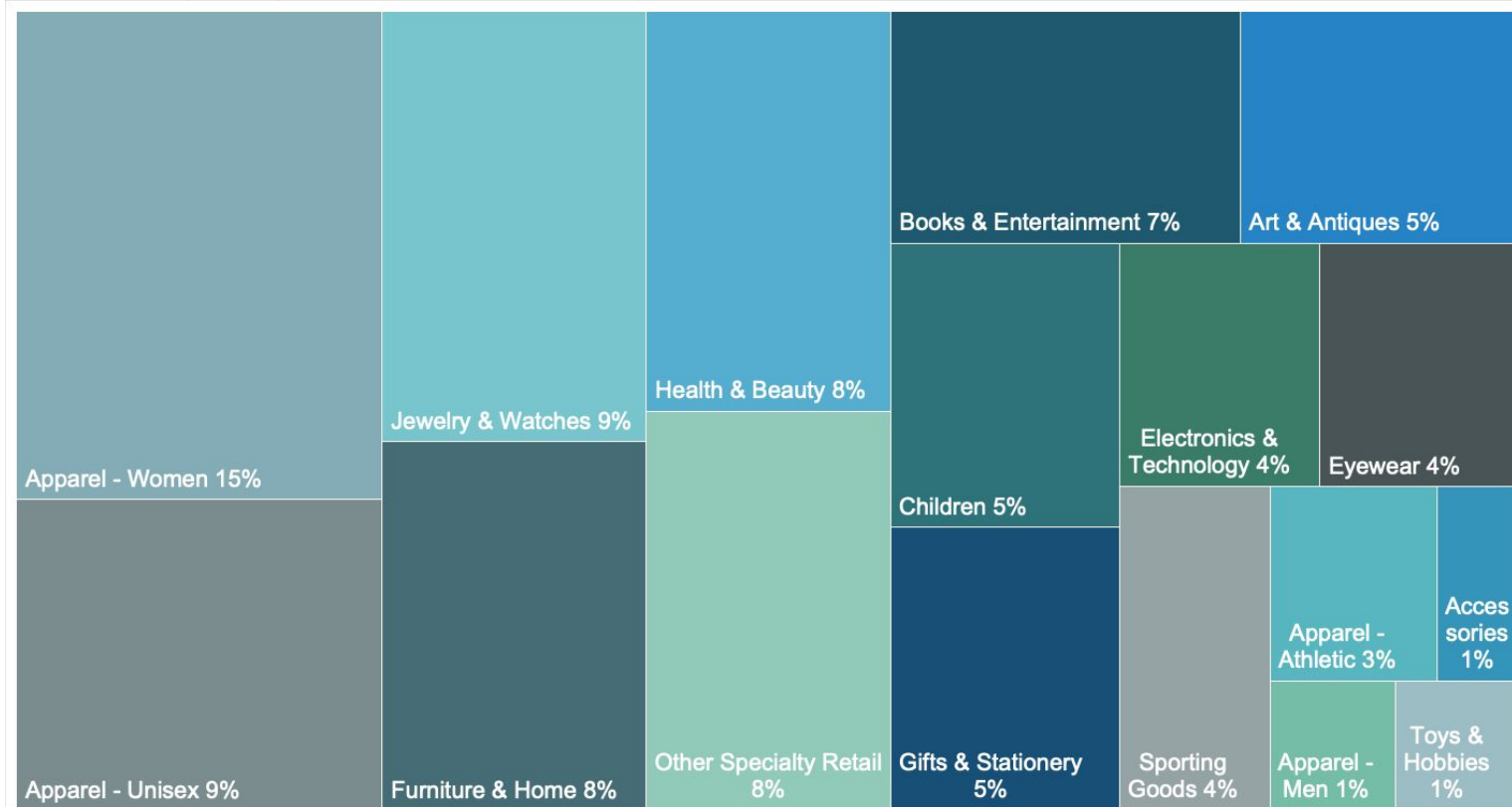
BSD Local vs. National Mix
% of Total (n=108)



Downtown Naperville, Illinois

Downtown Naperville Retail Composition by Category

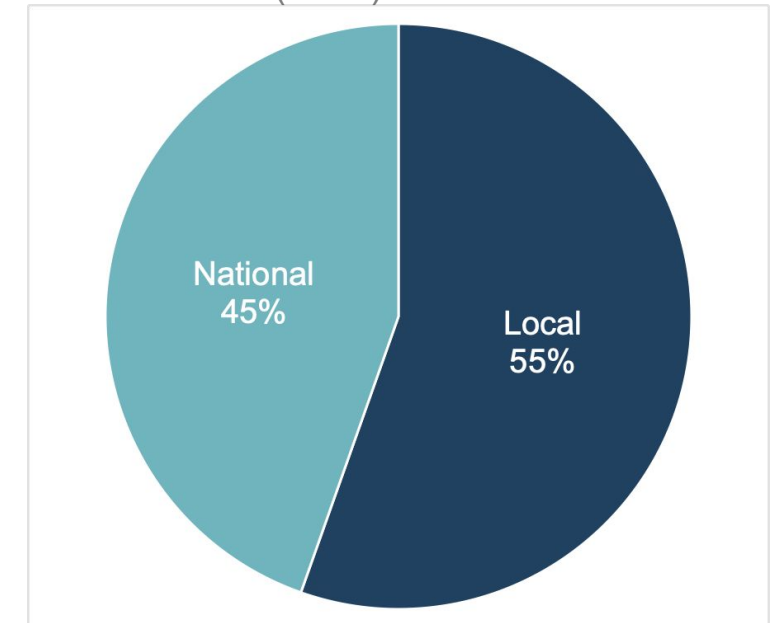
% of Total (n=74)



Source: Downtown Naperville Business Directory (02/15/23)

Downtown Naperville Local vs. National Mix

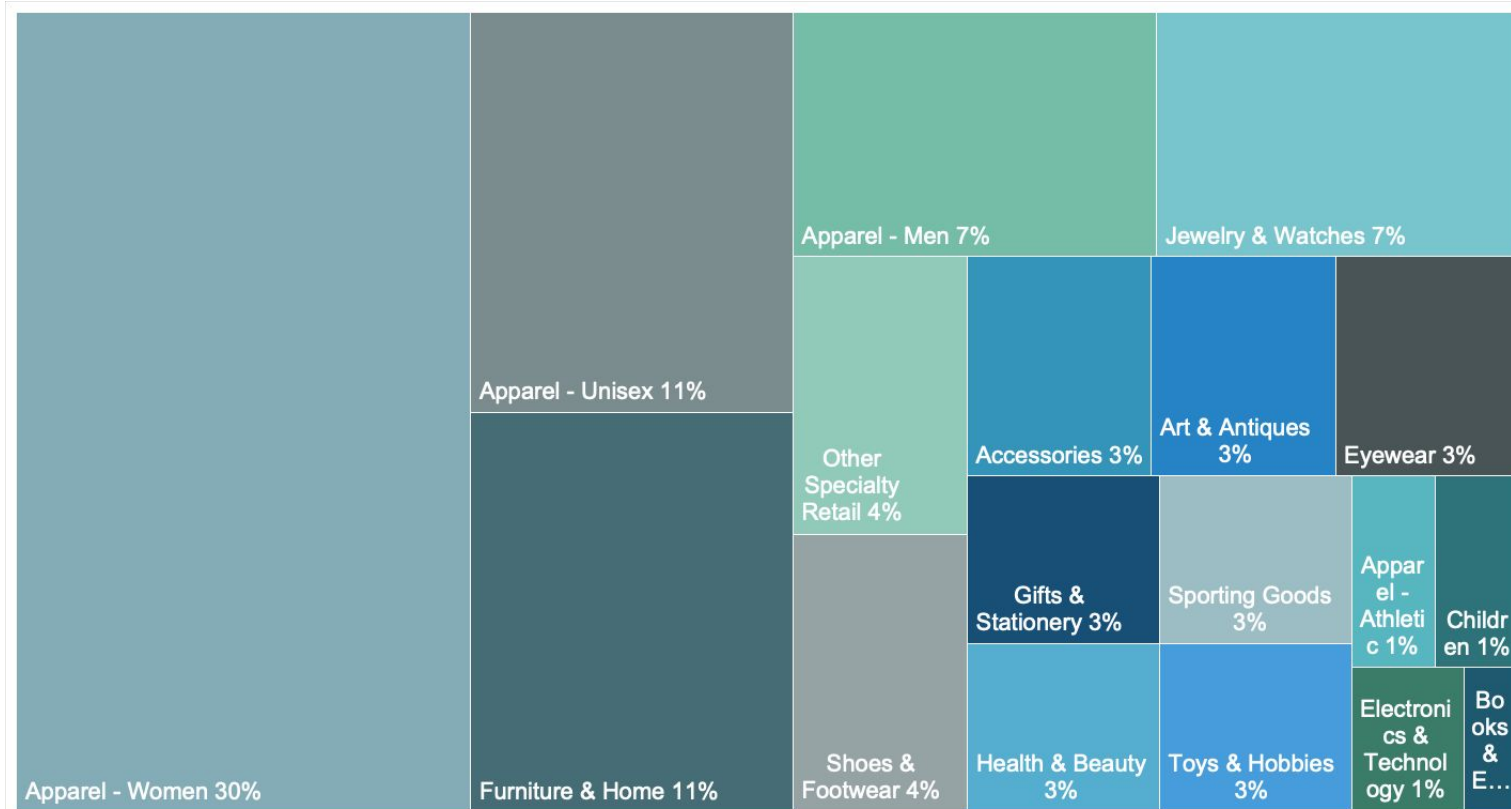
% of Total (n=74)



Greenwich, Connecticut

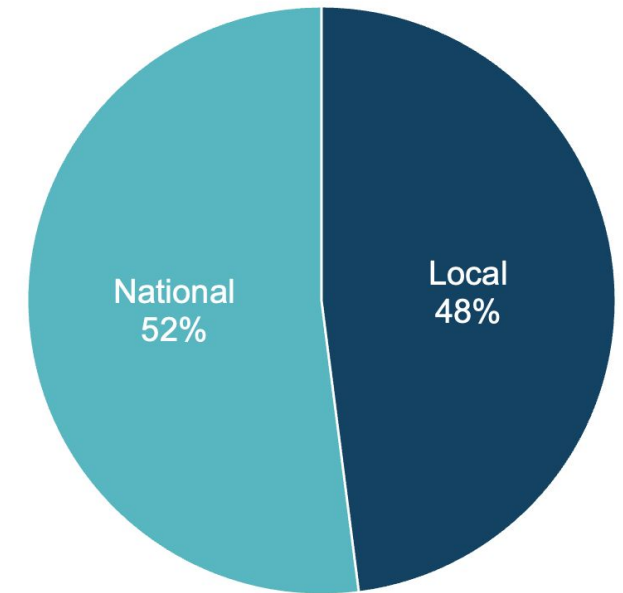
Greenwich, CT Retail Composition by Category

% of Total (n=149)



Greenwich, CT Local vs. National Mix

% of Total (n=149)



Source: Greenwich Chamber of Commerce, BSD Analysis (02/15/23)

Note: 67 of the 149 retailers were manually identified using Google Maps because they are not members of the Greenwich Chamber of Commerce. Results are directionally correct

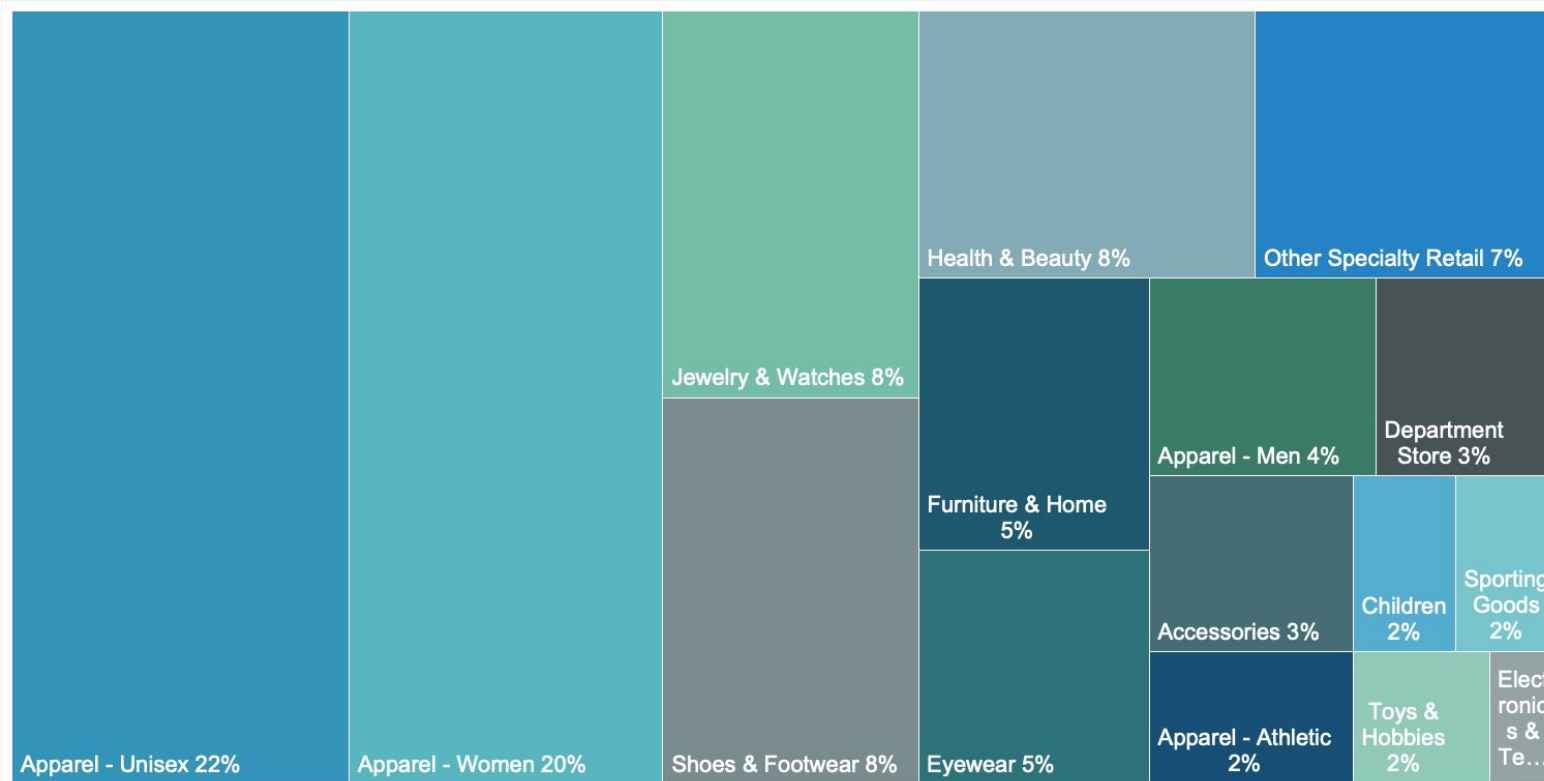
Birmingham Shopping District | Business Development Committee

10E3

Somerset Mall

Somerset Mall Retail Composition by Category

% of Total (n=135)



Source: Somerset Directory (02/15/23)

Appendix: Retailer List

BSD Category	Company	Square Footage	Price Point	Region
Apparel - Athletic	lululemon	3,500	Average	National
Apparel - Men	Cicchini Custom Clothier	6,062	Luxury	Local
Apparel - Men	Claymore Shop	1,600	Luxury	Local
Apparel - Men	Craig Ryan Fine Clothing	1,700	Luxury	Local
Apparel - Men	David Abraham Custom Clothiers		Luxury	Local
Apparel - Men	Jos. A. Bank	6,116	Average	National
Apparel - Men	Parks Tailoring		Luxury	Local
Apparel - Men	REVIVE	1,400	Luxury	Local
Apparel - Men	St. Croix Shop	1,600	Luxury	National
Apparel - Men	State & Liberty	1,700	Average	National
Apparel - Men	Sterr & Doon	1,450	Luxury	Local
Apparel - Men	The Suit Bar		Luxury	Local
Apparel - Men	UnTied on Woodward	300	Average	Local
Apparel - Unisex	ABC Vintage	800	Average	Local
Apparel - Unisex	Caruso Caruso	6,158	Average	Local
Apparel - Unisex	dolce MODA		Luxury	Local
Apparel - Unisex	Faherty		Average	National
Apparel - Unisex	Roots	4,300	Average	National
Apparel - Unisex	Woodward Standard Print House		Average	Local
Apparel - Women	Anthropologie	6,933	Average	National
Apparel - Women	B.May Bags	1,200	Luxury	Local
Apparel - Women	Christina's Consignments	500	Luxury	Local
Apparel - Women	Chrysalis Couture		Luxury	Local
Apparel - Women	DessiS	1,000	Average	Local
Apparel - Women	Evereve	3,067	Average	National
Apparel - Women	fab'rik		Average	National
Apparel - Women	Harp's Lingerie		Average	Local
Apparel - Women	jarbo		Luxury	Local
Apparel - Women	JAUS		Average	Local
Apparel - Women	Johnny Was	1,200	Luxury	National
Apparel - Women	LolaB. Couture	1,200	Luxury	Local
Apparel - Women	Lori Karbal	1,612	Luxury	Local
Apparel - Women	Rotate Boutique		Luxury	Local
Apparel - Women	Steele Angel		Average	Local
Apparel - Women	Supernatural	1,200	Luxury	Local

Appendix: Retailer List

BSD Category	Company	Square Footage	Price Point	Region
Apparel - Women	Tender	2,500	Luxury	Local
Apparel - Women	Via Manzoni		Luxury	Local
Apparel - Women	VIGA USA	1,360	Average	Local
Apparel - Women	VOILA Boutique	1,400	Average	Local
Art & Antiques	Crimson Rose Antiques	1,400	Average	Local
Art & Antiques	David Klein Gallery	3,326	Luxury	Local
Art & Antiques	Dede and Jim Taylor Antiques	1,500	Average	Local
Art & Antiques	Robert Kidd Gallery	2,700	Average	Local
Children	Egg New York	1,000	Luxury	National
Children	Lil' Rascals	600	Average	Local
Children	Petite Cabane	800	Luxury	Local
Drugstores, Florists and Grocery	CVS/Pharmacy	19,792	Budget	National
Drugstores, Florists and Grocery	Forster & Laidlaw Florists, Inc.	601	Average	Local
Drugstores, Florists and Grocery	Kroger	56,357	Budget	National
Drugstores, Florists and Grocery	Papa Joe's Gourmet Market	30,000	Luxury	Local
Drugstores, Florists and Grocery	Thrifty Flowers	2,458	Average	Local
Drugstores, Florists and Grocery	Tiffany Florist	1,185	Average	Local
Drugstores, Florists and Grocery	Walgreens	20,065	Budget	National
Furniture & Home	Area Rugs		Average	Local
Furniture & Home	Birmingham Furniture & Design Studio		Luxury	Local
Furniture & Home	CB2	-	Average	National
Furniture & Home	Circa Lighting		Luxury	National
Furniture & Home	Cristions Fine Linen & Down	2,000	Luxury	Local
Furniture & Home	Ethan Allen Design Center	8,357	Luxury	National
Furniture & Home	Hagopian World of Rugs	6,096	Average	Local
Furniture & Home	Hastens	2,255	Luxury	National
Furniture & Home	Restoration Hardware	-	Luxury	National
Furniture & Home	Scandia Home	1,803	Luxury	National
Furniture & Home	Serena and Lily	-	Luxury	National
Furniture & Home	The Shade Store	1,080	Luxury	National
Furniture & Home	Vestalia Home	500	Luxury	Local
Furniture & Home	west elm	16,000	Average	National
Gifts & Stationery	Found Objects		Average	Local
Gifts & Stationery	Paper Source	3,187	Average	National
Gifts & Stationery	Teacups & Toys, a Pet Boutique	1,570	Average	Local

Appendix: Retailer List

BSD Category	Company	Square Footage	Price Point	Region
Gifts & Stationery	The Italian Dish	1,200	Average	Local
Gifts & Stationery	Urban Wick Candle Bar	1,360	Average	Local
Health & Beauty	bluemercury	2,000	Average	National
Health & Beauty	Zahra	1,400	Average	Local
Jewelry & Watches	Astrein's Creative Jewelers	3,699	Luxury	Local
Jewelry & Watches	Barbara Boz Boutique	1,200	Average	Local
Jewelry & Watches	Brilliant Earth	3,170	Average	National
Jewelry & Watches	Darakjian Jewelers	1,500	Luxury	Local
Jewelry & Watches	David Wachler & Sons	830	Luxury	Local
Jewelry & Watches	DiMaggio Fine Art & Jewelry	1,800	Luxury	Local
Jewelry & Watches	Greenstone's Fine Jewelry	1,500	Average	Local
Jewelry & Watches	Grinstein Jewelry & Design	1,000	Luxury	Local
Jewelry & Watches	Legacy Jewelry	400	Luxury	Local
Jewelry & Watches	Lucido Fine Jewelry	2,842	Luxury	Local
Jewelry & Watches	Majda Diamond Vault	1,040	Luxury	Local
Jewelry & Watches	Mount-N-Repair	1,703	Average	Local
Jewelry & Watches	My House of Style	1,200	Average	Local
Jewelry & Watches	Tappers Gold Exchange		Average	Local
Jewelry & Watches	Universal Watch Repair	1,644	Average	Local
Jewelry & Watches	Wachler Estate Collection		Luxury	Local
Other Specialty Retail	Antonio's Bridal	764	Luxury	Local
Other Specialty Retail	Birmingham Bridal		Luxury	Local
Other Specialty Retail	Birmingham Wine Shop		Average	Local
Other Specialty Retail	Bridal Couture of Birmingham	3,000	Luxury	Local
Other Specialty Retail	Ceresnie & Offen Furs	2,000	Luxury	Local
Other Specialty Retail	Detroit Guitar	1,400	Average	Local
Other Specialty Retail	Old Woodward Cellar	2,200	Luxury	Local
Other Specialty Retail	Roma Sposa	558	Luxury	Local
Other Specialty Retail	Sherwin-Williams	5,141	Average	National
Other Specialty Retail	Sposa Bella Couture	1,377	Luxury	Local
Shoes & Footwear	Allen Edmonds	1,500	Luxury	National
Shoes & Footwear	Sundance Shoes	2,159	Average	Local
Sporting Goods	Gazelle Sports	3,305	Average	Local
Sporting Goods	Moosejaw Bike & Snow	1,650	Average	National
Sporting Goods	Moosejaw Mountaineering	2,500	Average	National

Strategic Planning Survey - Desired Businesses

- Several survey respondents suggested specialty food related retailers: Small grocery, coffee shop, deli, and mediterranean QSR
- There was a desire to fill categories where we currently have no retailers: toy store, candy store, bookstore
- From a price point, several people recommended targeting businesses that are less high-end and more approachable to encourage more visitors
- No clear consensus on preference to attract national or locally owned boutiques. However there was consensus for more retail variety and less hair and nail salons

Desired Retailers from Survey Respondents:

Aesop	Aviator Nation	Jeni's Splendid Ice Cream
Alice + Olivia	Benefit Cosmetics	Kendra Scott
All Saints	Billy Reid	Le Labo
alo	CAVA	MM LaFleur
Amazon Go	Filson	Patagonia
Arc'teryx	Foxtrot Market	Travis Mathew
Apple	Indochino/Suit Supply	Yeti

This list excludes retailers with a presence at Somerset (e.g., Madewell, Moncler, Ralph Lauren, Warby Parker) though we may want to consider a second list of retailers we would like to potentially recruit.

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-21425**

- DTE Electric Company requests Michigan Public Service Commission for approval to implement a power supply cost recovery plan for the 12 months ending December 31, 2024.
- 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: Wednesday, November 15, 2023 at 10:00 AM

BEFORE: Administrative Law Judge Jonathan Thoits

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) September 29, 2023 application requesting the Commission to: 1) grant DTE Electric authority to implement its Power Supply Cost Recovery (PSCR) plan in its rate schedules for 2023 jurisdictional sales of electricity that are subject to the PSCR clause; 2) continue the approval of mercury sorbents, urea, ammonia, limestone, NO_x allowance expense, and SO₂ allowance expense as recoverable PSCR costs for the 2024 PSCR Year and thereafter; 3) approve DTE Electric's five-year forecast and associated actions and decisions; 4) approve the implementation of DTE Electric's proposed PSCR plan and maximum PSCR factor in DTE Electric's rates for 2024 jurisdictional sales of electricity that are subject to the PSCR clause, and otherwise expedite approval of DTE Electric's request for a levelized 2024 maximum PSCR factor of 11.27 mills per kWh in customers' bills for the period January 1, 2024 through December 31, 2024; 5) approve DTE Electric's plans and associated actions addressing capacity resources and approving the related expenses; 6) approve the Transfer Price treatment of renewable energy in DTE Electric's PSCR process as proposed by DTE Electric; 7) approve DTE Electric's request for recovery of all transportation, storage and gas supply expenses, as

INFORMATION ONLY

well as DTE Electric's agreements and policies associated with supplying fuel to Blue Water Energy Center (BWEC); 8) determine that DTE Electric's forward purchase strategy associated with the BWEC is reasonable and prudent and approve all related expenses; 9) approve DTE Electric's request for recovery of the PSCR expense associated with the Voluntary Green Pricing, Rider 18 energy-outflow, and Demand Response customer capacity expenses, as proposed; 10) approve DTE Electric's requested treatment of nuclear generation production tax credits for this proceeding as well as on a continuing basis for future PSCR proceedings; and 11) grant DTE Electric further additional relief and authority as the Commission may deem necessary, suitable and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's EDockets 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 November 8, 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, Jon P. Christinidis, 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-21425. 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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

U-21425