

BIRMINGHAM CITY COMMISSION AGENDA
JUNE 5, 2023
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.
(AMENDED)

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

- Proclamation declaring Woodward traffic noise as negatively and seriously impacting the health, safety and welfare of residents of the City of Birmingham

APPOINTMENTS

- A. Historic District Study Committee
1. Michael Xenos

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2026.

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2026.

- B. Greenwood Cemetery Advisory Board
1. Jacqueline Patt
 2. Joseph Vercellone

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve the remainder of a three-year term to expire July 6, 2024.

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2026.

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2026.

- C. Employee Recognition
1. Mark Clemence, Assistant City Manager
 2. Christina Woods, Human Resources Manager
 3. Jack McCarthy, Management Intern

- D. Administration of Oath to City Manager Jana Ecker

15-MINUTE RECESS

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 May 22, 2023.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 24, 2023, in the amount of \$631,224.76.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 1, 2023, in the amount of \$415,725.34.
- D. Resolution to set the Public Hearing of Necessity for the replacement and improvement of Water Laterals meeting the requirements for assessment, for all properties within the project area on Pierce Street between E. Lincoln Street and 14 Mile Road on Monday, June 26, 2023, at 7:30 P.M.; and

If necessity is determined on June 26, 2023, to meet on Monday, July 10, 2023, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of Water Laterals meeting the requirements for assessment, for all properties within the project area on Pierce Street between E. Lincoln Street and 14 Mile Road.¹

- E. Resolution to award the Irrigation Consultant project for Springdale Golf Course to Michael Kuhn, Inc. in the amount not to exceed \$48,750.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project is available in account #584.2-753.001-981.0100.
- F. Resolution to approve the DTE Master Street Lighting Agreement for the removal of existing lighting and installation of the planned new lighting for the Brown Street Paving Project. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project is from account 101.0-448.000-981.0100.

To approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

General Fund:

Revenues:

101.0-000.000-400.0000	Draw from Fund Balance	\$134,430
Total Revenue		<u>\$134,430</u>

Expenditures:

101.0-448.000-981.0100	Public Improvement	\$134,430
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¹ Corrected date as of 6/5/23 at 8:38 a.m.

- Total Expenses \$134,430
- G. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2023 Birmingham Cruise Event on August 19, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- H. Resolution to approve the proposed amendments to the Rules of Procedure for the City Commission.

VI. UNFINISHED BUSINESS

- A. Resolution to approve the revised City Commission meeting minutes of May 8, 2023.

VII. NEW BUSINESS

- A. Public Hearing - Lot Combination - 36877 Woodward Ave – Gasow Veterinary Clinic - Parcels #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.
1. Resolution to APPROVE the proposed lot combination of 36877 Woodward Ave, Parcel ID #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.
- B. Future Location for NEXT and Purchase of Property
1. Resolution to approve and execute the Purchase Agreement between the City of Birmingham and YMCA.
 2. Resolution to approve and execute the Memorandum of Understanding between the City and NEXT.
- AND
- To further, direct the current and successor City Manager to pursue and implement the necessary steps to bring the transition from the YMCA building's current use to a combined Senior Center/Community Center use.
- C. Resolution to submit a 0.33 senior millage proposition to the electorate on the ballot for the November 7, 2023 general election as follows:
- Do you approve of the addition of a new 0.33 mill levy to collect approximately \$1,053,750 per year in revenue to be disbursed to the City of Birmingham for the purpose of making interim improvements and establishing a sinking fund for a senior center that will provide a full array of services for older citizens for a three year term, ending on July 1, 2027?
- D. Resolution to approve the purchase of a 2026 Sutphen SPH100 Mid-Mount Aerial Platform from Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 in the amount not to exceed \$1,850,000.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be available in the Machinery and Equipment account #663.0-344.000-971.0100.
- E. Resolution to approve a 3.5% salary range adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2023 and approving a 2.5% performance increment through June 30, 2024 with individual eligibility to be in

accordance with the attached merit increase guidelines. Further, to authorize the budget amendments from the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

- F. 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.
- G. Commission discussion on items from a prior meeting
 - 1. Woodward Noise – Commissioner Brad Host
 - 2. Leaf Blowers – Commissioner Brad Host

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. City Manager’s Report – May 2023
 - 2. Letter from Mary Kucharek regarding the Board of Ethics Advisory Opinion Concerning Commissioner Host
 - i. 2023-01 Opinion Robb and Schrot
 - ii. 2023-01 Opinion Fierro-Share
 - 3. Memo Regarding Mare Mediterranean – 115 Willits – Work Without Approvals

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).



PROCLAMATION

Declaring Woodward traffic noise as negatively and seriously impacting the health, safety and welfare of residents of the City of Birmingham.

- WHEREAS,** persistent and excessive vehicle noise on Woodward Avenue in communities from Ferndale to Pontiac in late evening hours during warm months has risen beyond the level of mere nuisance; and
- WHEREAS,** this noise stems from intentional misuse of the roadway, various unsafe driving behaviors and deliberately modified exhaust systems; and
- WHEREAS,** multiple studies have found that urban road noise pollution causes a variety of psychological, cardiovascular and other health disorders; and
- WHEREAS,** residents report ill effects, including sleep deprivation, increased levels of anxiety, inability to enjoy peaceful recreation outdoors and loss of property value, among other things, due to excessive vehicular noise; and
- WHEREAS,** enforcement efforts have had limited success to fully curtail the nuisance; and
- WHEREAS,** police and city attorneys report that state law is ambiguous and hampers enforcement efforts; and
- WHEREAS,** attempts to enlist state senators and representatives have had no meaningful result to date; and

**THEREFORE,
BE IT RESOLVED** that I, Therese Longe, Mayor of the City of Birmingham, on behalf of the citizens of Birmingham and the Birmingham City Commission, with their concurrence, do hereby proclaim:

Conditions exist that negatively and seriously impact the health, safety and welfare of residents of the City of Birmingham,

And extraordinary measures must be considered to protect our citizens,

As a conservator of the peace, I hereby appoint the City Manager, the Chief of Police and the Fire Chief, who is also our Chief Health Officer, to an emergency board charged with building a coalition among affected communities along Woodward and with Oakland County to seek immediate remedial action from state officials.

On behalf of the City of Birmingham and the residents of Birmingham this 5th day of June, 2023.

Therese Longe, Mayor



**NOTICE OF INTENTION TO APPOINT TO
HISTORIC DISTRICT STUDY COMMITTEE**

At the regular meeting of Monday, June 5, 2023, the Birmingham City Commission intends to appoint two regular members to the Historic District Study Committee to serve three-year terms to expire June 25, 2026.

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Interested parties may submit an application available at the City Clerk's Office on or before noon on Wednesday, May 31, 2023. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
Michael Xenos	Shall have a clearly demonstrated interest in or knowledge of historic preservation. 40 Years in Architecture and Construction Industry. Lifetime member of the National Trust for Historic Preservation.

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

SUGGESTED ACTION:

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2026.

To appoint _____, as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2026.



HISTORIC DISTRICT STUDY COMMITTEE

Goal: To conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

The committee shall consist of seven members in addition to a city appointed liaison. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations.

Terms: three years

Meetings are held by resolution of the City Commission.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Cantor	Joy	(248) 752-7773 <i>Joycantor@me.com</i>	8/24/2020	6/25/2023
636 Lakeview Ave				
German	Jacob	(734) 934-9051 <i>jake@dunaskiss.biz</i>	1/14/2019	6/25/2024
475 S. Adams #18				
Loafman	Thomas	(248)840-6678 <i>thosloafman@gmail.com</i>	6/27/2022	6/25/2025
580 Oakland				
McGough	Colleen	(248) 808-4410 <i>mcgough88@comcast.net</i>	1/14/2019	6/25/2024
543 Watkins				

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Prena 1524 Villa Road	Andrea	(248)872-5404 <i>kalis.andi@gmail.com</i>	6/27/2022	6/5/2025
Roush 2010 Buckingham	Jennifer	(248)736-2801 <i>jennygwtw@comcast.net</i>	6/27/2022	6/25/2025
Xenos 608 W. Lincoln	Michael	(248) 496-8983 <i>mxenos@comcast.net</i>	2/22/2016 Nat'l Trust for Historic Preservation	6/25/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Historic District Study Committee**

Year: **2020**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Paul Beshori	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Jonathan DeWindt	NM	A	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			0	1	0%
Jacob German	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Colleen McGough	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			1	0	100%
Michael Xenos	NM	P	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM			1	0	100%
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT STUDY COMMITTEE** Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS								8/24									
Paul Beshouri	NM	NM	NM	NM	NM	CP	CP	P	NM	NM	NM	NM			1	0	100%
Jacob German	NM	NM	NM	NM	NM	CA	CA	P	NM	NM	NM	NM			1	2	33%
Colleen McGough	NM	NM	NM	NM	NM	CA	CA	P	NM	NM	NM	NM			1	2	33%
Michael Xenos	NM	NM	NM	NM	NM	CP	CP	P	NM	NM	NM	NM			1	0	100%
Jennifer Roush	NM	NM	NM	NM	NM	CA	CP	P	NM	NM	NM	NM			1	1	50%
Joy Cantor	NM	NM	NM	NM	NM	CP	CA	A	NM	NM	NM	NM			0	2	0%
															0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
TOTAL	0	0	0	0	0	0	0	5	0	0	0	0	0	0			

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 - NA = Member not appointed at that time**
 - NM = No meeting scheduled that month**
 - CM = Meeting canceled for lack of business items**

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT STUDY COMMITTEE** Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS		2/10		4/26													
Paul Beshouri	NM	A	NM	A	NM	NM									0	2	0%
Jacob German	NM	P	NM	P	NM	NM									2	0	100%
Colleen McGough	NM	A	NM	P	NM	NM									1	1	50%
Michael Xenos	NM	P	NM	P	NM	NM									2	0	100%
Jennifer Roush	NM	P	NM	P	NM	NM									2	0	100%
Joy Cantor	NM	P	NM	P	NM	NM									2	0	100%
Thomas Loafman	NM	P	NM	P	NM	NM									2	0	100%
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
TOTAL	0	5	0	6	0	0	0	0	0	0	0	0	0	0			

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

Department Head Signature



OFFICE USE ONLY	
Meets Requirements?	Yes No
Will Attend / Unable to Attend	

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Historical District Study Committee

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

Name Michael Xenos

Phone 248-496-8983

Residential Address 608 W. Lincoln

Email *mxenos@comcast.net

Residential City, Zip Birmingham, 48009

Length of Residence 22 years

Business Address N/A

Occupation Architectural Designer

Business City, Zip N/A

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

After years of architectural study of historic buildings and graduate of U of D School of Architecture and Urban Planning - interested in preserving the historical beauty of Community

Also a lifetime member of the National Trust for Historic Preservation

List your related employment experience 40 years in architecture and construction industry

List your related community activities N/A

List your related educational experience U of D School of Architecture and Urban Planning

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

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

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

Signature of Applicant 

4-5-23
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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

Historic District Study Committee Application

'Joy Cantor' via Clerks Office <ClerksOffice@bhamgov.org>
Reply-To: Joy Cantor <joycantor@me.com>
To: Kelly Dolland <clerksoffice@bhamgov.org>

Tue, Apr 4, 2023 at 4:44 PM

Thank you so much! I am going to pass, I have a mom that needs my support and needs me present.
Thank you so much for TG opportunity; fully enjoyed it.
Sincerely,
Joy Cantor

Sent From Joy Cantor's iPhone

On Apr 4, 2023, at 11:50 AM, Kelly Dolland <clerksoffice@bhamgov.org> wrote:

Tuesday, April 3rd, 2023

Joy Cantor
636 Lakeview Ave.
Birmingham, MI 48009

Dear Member Cantor,

RE: Board interview upcoming (re-appointment)

At the upcoming City Commission meeting, the Commission will be interviewing for 2 Historical District Study Committee positions due to term expirations at the regular meeting on Monday, June 5, 2023 @ 7:30 pm. Because your term is set to expire June 25, 2023 you will need to re-apply if you wish to continue on the board. If you are interested, please fill out and return the application form before Wednesday, May 31, 2023 at 12pm. You can forward the application to clerksoffice@bhamgov.org.

Birmingham Board and Commission Application
All Board and Committee members are subject to the Provisions of the Ethics Ordinance

Please let me know if you have any questions, thank you!

<CWOODS_SIG - Copy.png>

Christina Woods,
Deputy City Clerk
City of Birmingham
[151 Martin Street](https://www.birmingham.gov)
[Birmingham, MI 48009](https://www.birmingham.gov)
(248) 530-1803 Office Direct
(248) 530-1080 Fax
cwoods@bhamgov.org

<APPLICATION FOR BOARD OR COMMISSION.pdf>
<4A1 Birmingham, MI Code of Ordinances - Ethics.pdf>

Sec. 127-4. Historic district study committee and the study committee report.

- (a) The city commission shall appoint a standing committee to serve as the historic district study committee. The committee shall consist of seven members in addition to a city appointed liaison. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although city residency is not required if an expert on the potential historic district topic is not available among city residents. Members shall be appointed for a term of three years, except the initial appointments of three members for a term of two years and two members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the committee, interim appointments shall be made by the city commission within 60 calendar days to complete the unexpired term of such position. The committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations.
- (b) The business that the committee may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each potential district to be reviewed or considered by the committee.
- (c) When directed by a resolution passed by the city commission, the standing historic district study committee shall meet and do all of the following:
 - (1) Conduct a photographic inventory of resources within each proposed historic district following procedures established by the state historic preservation office of the state historical center.
 - (2) Conduct basic research of each proposed historic district and historic resources located within that district.
 - (3) Determine the total number of historic and non-historic resources within a proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the committee shall be guided by the criteria for evaluation issued by the United States secretary of the interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR Part 60, and criteria established or approved by the state historic preservation office of the state historical center.
 - (4) Prepare a preliminary historic district study committee report that addresses at a minimum all of the following:
 - a. The charge of the committee.
 - b. The composition of committee membership.
 - c. The historic district(s) studied.
 - d. The boundaries of each proposed historic district in writing and on maps.
 - e. The history of each proposed historic district.
 - f. The significance of each district as a whole, as well as the significance of sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
 - (5) Transmit copies of the preliminary report for review and recommendations to the city planning board, the state historic preservation office of the Michigan Historical Center, the Michigan Historical Commission, and the state historic preservation review board.
 - (6) Make copies of the preliminary report available to the public pursuant to Section 399.203(4) of Public Act 169 of 1970, as amended.

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- (7) Not less than 60 calendar days after the transmittal of the preliminary report, the historic district study committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than 14 calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.
 - (8) After the date of the public hearing, the committee and the city commission have not more than one year, unless otherwise authorized by the city commission, to take the following actions:
 - a. The committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the city planning board and the historic district commission, to the city commission as to the establishment of a historic district(s). If the recommendation is to establish a historic district(s), the final report shall include a draft of the proposed ordinance(s).
 - b. After receiving a final report that recommends the establishment of a historic district(s), the city commission, at its discretion, may introduce and pass or reject an ordinance(s). If the city commission passes an ordinance(s) establishing one or more historic districts, the city shall file a copy of the ordinance(s), including a legal description of the property or properties located within the historic district(s) with the register of deeds. The city commission shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.
 - (9) A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the historic district commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

(Ord. No. 1880, 7-24-06; Ord. No. 2154, 6-29-15)



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, June 5, 2023 the Birmingham City Commission intends to appoint to the Greenwood Cemetery Advisory Board two regular members to serve three-year terms to expire July 6, 2026, and one regular member to serve the remainder of a three-year term to expire July 6, 2024.

Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, May 31, 2023. These applications will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on the appointments.

Committee Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

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.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
Jacqueline Patt	Resident; Interested in history of Birmingham; experience with cemetery gravesite database
Joseph Vercellone	Resident; owner burial site

SUGGESTED ACTION:

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2024.

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2026.

To appoint _____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 6, 2026.



GREENWOOD CEMETERY ADVISORY BOARD

Resolution No. 10-240-14 October 13, 2014.

The Greenwood Cemetery Advisory Board shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The City Manager or his/her designee shall serve as ex official, non-voting members of the Board.

Term: Three years.

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery.
3. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Buchanan 1280 Suffield Birmingham	Linda 48009	(248) 646-3297 <i>lgbfeb23@gmail.com</i>	12/14/2015 Chair	7/7/2025
DeWeese 932 Purdy Street Birmingham	Pam 48009	(248) 642-4256 <i>pamdeweese@comcast.net</i>	8/24/2020 Plot Owner	7/6/2023

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Peterson 1532 Melton Birmingham	Linda 48009	(248) 894-9010 <i>lpeterson02@comcast.net</i>	11/24/2014 Vice Chair	7/6/2024
Schreiner 591 Bird Birmingham	Laura 48009	(248) 593-0335 <i>laschreiner@yahoo.com</i>	11/24/2014 owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.	7/6/2024
Suter 1795 Yosemite Birmingham	Margaret 48009	(248) 644-5925 <i>maasuter@gmail.com</i>	5/23/2016 owns a plot, relative buried in Greenwood Cemetery	7/7/2025
Vacated	4/14/2023			7/6/2024
Vercellone 572 W. Lincoln Birmingham	Joseph 48009	(248) 798-0460 <i>jvercellone@gmail.com</i>	8/10/2020 Plot Owner	7/6/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board** Year: **2023**
 Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Linda Buchanan	CM	P	CM	P	CM										2	0	100%
Pam DeWeese	CM	P	CM	A	CM										1	1	50%
Joseph Vercellone	CM	P	CM	P	CM										2	0	100%
Linda Peterson	CM	P	CM	A	CM										1	1	50%
Laura Schreiner	CM	P	CM	A	CM										1	1	50%
George Stern	CM	P	CM	P	CM										2	0	100%
Margaret Suter	CM	P	CM	P	CM										2	0	100%
Reserved															0	0	
Reserved															0	0	
Present or Available	6	0	7	7	5	5	4	0	0	0	0	0	0	0	0	0	0%

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

Alexandria D. Bingham

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board** Year: **2022**
 Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Linda Buchanan	P	CM	P	P	P	P	P	NM	P	NM	P	P			9	0	100%
Pam DeWeese	P	CM	P	P	P	P	A	NM	P	NM	P	P			8	1	83%
Joseph Vercellone	A	CM	P	P	A	A	A	NM	P	NM	P	A			4	5	44%
Linda Peterson	P	CM	P	P	P	P	P	NM	P	NM	P	P			9	0	100%
Laura Schreiner	P	CM	P	P	P	P	P	NM	P	NM	P	P			9	0	100%
George Stern	P	CM	P	P	A	P	P	NM	P	NM	P	P			8	1	83%
Margaret Suter	P	CM	P	P	P	A	A	NM	P	NM	P	P			7	2	67%
Reserved															0	0	
Reserved															0	0	
Present or Available	6	0	7	7	5	5	4	0	0	0	0	0	0	0	0	0	0%

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

Alexandria D. Bingham

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board** Year: **2021**
 Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Linda Buchanan	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Pam DeWeese	P	P	P	P	P	P	P	A	CM	P	CM	P			9	1	90%
Joseph Vercellone	P	P	A	A	P	A	A	A	CM	P	CM	A			4	6	40%
Linda Peterson	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Laura Schreiner	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
George Stern	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Margaret Suter	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Reserved															0	0	
Reserved															0	0	
Present or Available	7	7	6	6	7	6	6	5	0	7	0	6	0	0%			

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

Alexandria D. Bingham

Department Head Signature

OFFICE USE ONLY
 Meets Requirements? Yes No
 Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Greenwood Cemetery Advisory Board

Specific Category/Vacancy on Board resignation of (current) member with term ending 2024 (see back of this form for information)

Name Jacqueline L. Patt Phone 248-561-4052

Residential Address 717 Redding Road Email * JLPatt2@gmail.com

Residential City, Zip Birmingham 48009 Length of Residence currently - 2 months

Business Address - Occupation retired

Business City, Zip -

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

Other than about 10 years, I have lived in Birmingham my entire life. I've been interested in genealogy for over 40 years. I have focused on the burials/interments in Greenwood Cemetery for the past 3-4 years.

List your related employment experience Business career for 30 years. Twenty-five of those years - I was a project manager for a software technology company. Prior to my recent retirement - I was a hospice and hospital chaplain.

List your related community activities About 2-3 years ago, I served on The Birmingham Museum Board but had to resign because I moved from Birmingham.

List your related educational experience Bachelor of Science degree - majors in Chemistry, Biology + Computer Science, Masters of Divinity - related to ministry.

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

Clerk's Office
City of Birmingham, MI

Do you currently have a relative serving on the board/committee to which you have applied? MAY 15 2023

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

Signature of Applicant Jacqueline L. Patt Date 5-10-2023

RECEIVED

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

*By providing your email to the City, you agree to receive 3B & notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.



OFFICE USE ONLY	
Meets Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Attend / Unable to Attend	

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest Greenwood Cemetery

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

Name Joseph Vercellone

Phone 248-798-0460

Residential Address 572 W Lincoln St

Email Jvercellone@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 20+ years

Business Address Ascension Providence Rochester

Occupation Physician

Business City, Zip Rochester, MI 48307

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied _____
(See attached)

List your related employment experience Physician (2016-Present); IT Account Executive (2001-2010)
(CV attached)

List your related community activities My volunteer and community experience as been through work at Christ Church Cranbrook with the homeless and with disadvantaged communities.

List your related educational experience BFA Film & TV from NYU (1990); MD from Oakland University (2016)

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

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

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

Signature of Applicant _____

5/31/2023
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to carft@bhamgov.org or by fax to 248.530.1080. Updated 12/02/19

Application for Greenwood Cemetery Committee

I have been a resident of Birmingham for over 23 years and, in that time, have developed an interest in and respect for Greenwood Cemetery. The cemetery stands as an important historical landmark in the city and is the final resting place for many of those responsible for the city's establishment and growth. My wife and I have purchased a plot at Greenwood in order to remain a permanent part of the town's history. I am especially interested in increasing the public's awareness of Greenwood Cemetery and the stories behind its interred residents. As an amateur historian and genealogist, I enjoy researching historical records to uncover the biographies of our ancestors – in fact, I have traced my own line back to the 1550s in Italy. I am very familiar with researching genealogical records both online and within original documents. I hope to use my love of history, genealogy, and story-telling to further develop Greenwood's legacy. I also have over 33 years work experience in team-collaboration, project management, and communications (through my years in IT consulting and then public health). I believe these skills will make me a productive member of the Greenwood Committee team.

Sincerely,
Joseph Vercellone
5/31/2023

Joseph Vercellone MD

844 Ruffner Avenue, Birmingham, Michigan 48009
248-798-0460 | jvercellone@gmail.com

Education & Training

- Jun 2016 – Jun/2019 **Beaumont Health - Royal Oak**, Royal Oak, MI,
Residency: Internal Medicine
- Aug 2012 – May 2016 **Oakland University William Beaumont School of Medicine**, Rochester, MI
Doctor of Medicine
- Sep 1987 – May 1990 **New York University**, New York, NY
BFA: Film and Television

Appointments & Employment

- Jul 2020 – Present **Ascension Providence Rochester**, Rochester, MI
Academic Internal Medicine Faculty
- Internal Medicine physician for both inpatient and outpatient care
 - Oversee the work of resident physicians and medical students
 - Deliver curriculum through lectures, training sessions and publications
- Jul 2019 – Jun 2020 **Beaumont Health – Royal Oak**, Royal Oak, MI
Chief Resident of Internal Medicine
- Develop rotation schedules for residents on Internal Medicine rotations
 - Staff students and residents in the outpatient clinic and inpatient floors
 - Deliver weekly educational lectures and training sessions
- Apr 2001 – May 2010 **RCM Technologies**, Troy, MI
Senior Account Executive
- Managed Fortune 500 client base for a Microsoft-consulting partner
 - Analyzed business processes and corporate needs to design and implement collaborative and process-automation solutions
- Jan 1999 – Apr 2001 **Big Net Interactive**, Pontiac, MI
- May 1994 – Dec 1998 **C3 Communications**, Troy, MI
- Aug 1993 – May 1994 **Trio Communications**, Flint, MI
- May 1990 – Aug 1993 **General Motors Corporation**, Warren, MI

Certifications and Licensures

- Medical License, 4301117229, State of Michigan
- Controlled Substance, 5315204552, State of Michigan
- Board Certification pending (scheduled Aug 2019)
- Advanced Training in Pain Management: An Interdisciplinary Approach (2019)
- Advanced Cardiac Life Support (ACLS)/Basic Life Support (BLS) (2018)
- Residents as Teachers Certification (2018)

Publications

- Joseph Vercellone. A Curriculum for Emergency Medicine Primary/Secondary Surveys for the Trauma Patient (Virtual OSCE). *MedEdPortal, iCollaborative*. 02/2016
- Dailey WA, Drenser KA, Wong SC, Cheng M, Vercellone J, Roumayah KK, Feeney EV, Deshpande M, Guzman AE, Trese M, Mitton KP. Ocular coherence tomography image data of the retinal laminar structure in a mouse model of oxygen-induced retinopathy. *Data in brief*. 10/2017; 15: 491-495.
- Dailey WA, Drenser KA, Wong SC, Cheng M, Vercellone J, Roumayah KK, Deshpande M, Guzman AE, Trese M, Mitton KP. Norrin treatment improves ganglion cell survival in an oxygen-induced retinopathy model of retinal ischemia. *Experimental eye research* . 11/2017; 164: 129-138.
- Vercellone J, Cohen L, Mansuri S, Zhang PL, Kellerman PS. Bartonella Endocarditis Mimicking Crescentic Glomerulonephritis with PR3-ANCA Positivity. *Case reports in nephrology*. 08/2018; 2018.

Posters/Presentations

- Joseph Vercellone, Lynda Misra. Noonan Syndrome in the Clinical Setting. Sep 2013. *ACP Michigan Chapter Annual Scientific Meeting*
- Joseph Vercellone, Lynda Misra. Measuring the Effectiveness of Peer-Assisted Clinical Skills Training. Oct 2014. *ACP Michigan Chapter Annual Scientific Meeting*
- Joseph Vercellone, Lisa Cohen, Saima Mansuri, Ping Zhang, Paul Kellerman. Bartonella Endocarditis Mimicking ANCA-Associated Glomerulonephritis. Nov 2017. *American Association of Nephrology*
- Joseph Vercellone, Sunitha Sathakumar, Maurice Kavenaugh. Impact of Video-Based OSCEs on Medical Student Reasoning and Medical Decision-Making. 07/2019. *Grand Rounds, Department of Internal Medicine, Beaumont Hospital, Royal Oak*

Committees and Leadership Activities

Aug 2019 – Present	Patient Flow Taskforce, Beaumont Health, Royal Oak, MI
Jul 2018 – Present	Integrated Medical Unit Advisory Committee, Beaumont Health, Royal Oak, MI
Jul 2018 – Present	Patient-Family Advisor Committee, Beaumont Health, Royal Oak, MI
Jul 2017 – Jun 2018	Graduate Medical Education Committee, Beaumont Health, Royal Oak, MI
Jul 2016 – Jun 2018	Resident/Fellow Council, Beaumont Health, Royal Oak, MI

Awards & Honors

- | | |
|----------|--|
| Mar 2018 | Gold Humanism Honor Society |
| Jun 2014 | Outstanding Student in Promotion and Maintenance of Health Course
Oakland University William Beaumont School of Medicine |
| Jun 2014 | Outstanding Student in the Renal & Urinary Course
Oakland University William Beaumont School of Medicine |
| Jun 2014 | Outstanding Student in the Behavioral Science Course
Oakland University William Beaumont School of Medicine |
| Jun 2013 | Myron Leban Award for Outstanding Student in the M1 Art & Practice of Medicine
Oakland University William Beaumont School of Medicine |

Personal Information

- Married with three children
- Interest include traveling, cooking and genealogy

References

- Available upon request



Ingrid Haddock <ihaddock@bhamgov.org>

Fwd: Cemetery Advisory Board reapplication

1 message

Alex Bingham <abingham@bhamgov.org>
 To: Ingrid Haddock <ihaddock@bhamgov.org>

Wed, May 31, 2023 at 11:40 AM

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

From: **Christina Woods** <cwoods@bhamgov.org>
 Date: Tue, May 30, 2023 at 11:09 AM
 Subject: Fwd: Cemetery Advisory Board reapplication
 To: Clerks Office <ClerksOffice@bhamgov.org>

Can someone receive and file this resignation? Thank you!



Christina Woods
 Human Resource Manager
 Interim Deputy Clerk
 City of Birmingham
 151 Martin Street, Birmingham, MI 48009
 (248) 530-1803 Office Direct
 www.bhamgov.org

*Let's connect! Join the Citywide Email System to receive important updates
 and critical information specific to your neighborhood*

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

From: **Christina Woods** <cwoods@bhamgov.org>
 Date: Tue, May 30, 2023 at 11:08 AM
 Subject: Re: Cemetery Advisory Board reapplication
 To: Pam DeWeese <pamdeweese@comcast.net>

Dear Pam,

Thank you so much for your time in service on the Greenwood Cemetery board. Your insights, strategic thinking, and decision-making skills have played a crucial role in addressing challenges, identifying opportunities, and achieving our collective goals. Thank you for your time with GCAB and we wish you the best in your future endeavors.

Thank you,



Christina Woods
 Human Resource Manager
 Interim Deputy Clerk
 City of Birmingham
 151 Martin Street, Birmingham, MI 48009
 (248) 530-1803 Office Direct

www.bhamgov.org

Let's connect! Join the Citywide Email System to receive important updates and critical information specific to your neighborhood

On Tue, May 30, 2023 at 10:11 AM Pam DeWeese <pamdeweese@comcast.net> wrote:

May 30, 2023

Dear Christina,

I will not be reapplying for my position on the Greenwood Advisory Board. I have enjoyed my terms (not consecutive) on the board but think it is important to bring in new, younger members. Thank you for giving me the opportunity to help make Birmingham the fine community that it is.

Truly,

Pam DeWeese

--

Alexandria D. Bingham

City Clerk

City of Birmingham

151 Martin Street

Birmingham, MI 48009

(248) 530-1802 Office Direct

(248) 530-1080 Fax

abingham@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.

Sec. 34-30. - Establishment of the Greenwood Cemetery advisory board.

- (a) *Composition.* There is hereby established the Greenwood Cemetery advisory board for the city which shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The city manager or his/her designee shall serve as ex officio, non-voting members of the board.
- (b) *Terms of members.* Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.
- (c) *Removal of members.* Members of the Greenwood Cemetery advisory board shall hold office at the pleasure of the city commission and can be removed at any time with or without cause.
- (d) *Organization.* The Greenwood Cemetery Advisory Board shall elect a chairperson and vice-chairperson from its membership annually at its first meeting after the first Monday of July.
- (e) *Meetings.* The Greenwood Cemetery Advisory Board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Greenwood Cemetery advisory board. The Greenwood Cemetery advisory board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.
- (f) *Expenditures and assistance.* The Greenwood Cemetery advisory board may call upon the city manager for such services and data from the various departments as it may require. The Greenwood Cemetery advisory board may recommend to the city commission the securing of such professional and consulting services as it may require, however, the Greenwood Cemetery advisory board shall not have any authority to authorize or otherwise obligate the city to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the board to the city commission for consideration.
- (g) *Powers and duties.* In general, it shall be the duty of the Greenwood Cemetery advisory board to provide recommendations to the city commission:
- (1) *Modifications.* As to modifications of the rules and regulations governing Greenwood Cemetery;
 - (2) *Capital improvements.* As to what capital improvements should be made to the cemetery;
 - (3) *Future demands.* As to how to respond to future demands for cemetery services; and

(4) *Day to day administration.* The day to day administration of the cemetery shall be under the direction and control of the city, through the city manager or his/her designee.

(h) *Reports.* The Greenwood Cemetery advisory board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery advisory board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery advisory board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

(i) *Protection of property.* No person shall take, use, or occupy the Greenwood Cemetery except in accordance with such rules and regulations governing such as may from time to time be authorized by the city commission.

(Ord. No. 2146, 10-13-14)



MEMORANDUM

City Manager's Office

DATE: June 1, 2023
TO: Thomas M. Markus, City Manager
FROM: Jana L. Ecker, Assistant City Manager
SUBJECT: Employee Recognition

The City is pleased to announce the following new (and returning) employees and promotions:

Mark Clemence, Assistant City Manager

The City is pleased to welcome back Mark Clemence, the Former Chief of Police, in his new role as Assistant City Manager. Mark had served the City for over 37 years prior to his retirement in January of 2023. Mark returned earlier this spring to assist Melissa Fairbairn in running the Human Resources Department after the departure of the former HR Manager and HR Generalist. Mark has now accepted the position of Assistant City Manager, and is looking forward to his new opportunity.

Christina Woods, Human Resources Manager

Congratulations are also in order for Christina Woods, Deputy City Clerk, who has been promoted to Human Resources Manager. Christina has served the City for the past several years in the Clerk's Office, and has 10 years of municipal experience with the City of Fraser. Prior to her employment with the City of Birmingham, Christina previously managed the Recreation Department for the City of Fraser, where she was responsible for recruiting, hiring and managing both full time, part time and seasonal employees. Christina is looking forward to hiring an HR Generalist, and modernizing the systems and procedures in HR to meet the challenges of the current labor market.

Jack McCarthy, Management Intern

The City is pleased to welcome Jack McCarthy as a summer intern during his school break. Jack has been a Birmingham resident since 2014, and is now entering his senior year as a political science major at College of the Holy Cross in Worcester, MA. Jack will be assisting the City Manager's Office with various projects, and will be helping out across all City departments as needed.

Birmingham City Commission Minutes
May 22, 2023
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/824941849>

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 Markus; Information Technology Assistant Abdullaah, City Clerk Bingham, Information Technology Manager Brunk, Information Technology Assistant Carrick, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Ecker, Parking Services Manager Ford, Finance Director Gerber, Deputy Treasurer Katz, City Attorney Kucharek, Museum Director Pielack

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

Announcements

- Proclamation declaring the first Friday in June to be National Gun Violence Awareness Day
- Thank you for joining us at the DPS Open House on May 13th! Your presence made it a day of family fun and community engagement. We appreciate your support, enthusiasm, and interest in meeting our City staff, exploring equipment displays, and learning from informational exhibits. A special thanks to all city staff and volunteers who helped make this event a resounding success.
- Thank you to all the parade participants, vendors, and visitors who took part in the Celebrate Birmingham Parade and Party in Shain Park. We are grateful to the sponsors of the event and the multiple City departments and organizations that worked together to present this family-focused gathering. For a glimpse into the memorable moments, please visit www.bhamgov.org/parade to view photos and videos.

Appointments

05-110-23 Appointment to the Advisory Parking Committee

Michelle Moody was interviewed by the Commission for the appointment.

MOTION: Nomination by MPT Boutros:
To appoint Michelle Moody to the Advisory Parking Committee as a regular member who is a resident to serve the remainder of a three-year term to expire September 1, 2025.

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

Nays, None

The Mayor noted for the public that the Advisory Parking Committee had additional openings.

CC Bingham swore in Ms. Moody.

Employee Recognition

- 1. Gavin Carrick, IT Assistant
- 2. Mazumder Abdullaah, IT Assistant

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

The Mayor announced that public comments during the evening’s proceedings would be limited to three minutes each.

V. CONSENT AGENDA

05-111-23 Consent Agenda

The following items were pulled from the Consent Agenda:

- CC Bingham and Commissioner Host: Item C – City Commission Regular Minutes of May 8, 2023
- Commissioner Haig: Item H – Collection Deaccession-Birmingham Museum School Yearbooks
- Commissioner Host: Item L – 2023 North Old Woodward Parking Structure Repair Project Award

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Schafer:
To approve the Consent Agenda excluding Items C, H, and L.

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

Commissioner Haig
Commissioner Schafer
Commissioner Baller

Nays, None

- A. Resolution to approve the City Commission Budget Hearing meeting minutes of April 29, 2023.
- B. Resolution to approve the City Commission workshop meeting minutes of May 8, 2023.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 11, 2023 in the amount of \$1,176,829.18.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 18, 2023 in the amount of \$1,326,509.93.
- F. Resolution to approve a special event permit as requested by the Schools Offer Support to hold the Strides for SOS Race on October 1, 2023 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- G. Resolution to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the years 2024, 2025 and 2026. Furthermore, to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the City to terminate the Cooperative Agreement.
- I. Resolution to approve the purchase of (3) 2023 GMC Sierra 1500 Trucks from Todd Wenzel Buick GMC of Westland, located at 35100 FORD RD, WESTLAND, MI 48185, through State of Michigan MiDeal Contract # 071B7700184, MiDeal Spec # 0073-4WDL, in the amount not to exceed \$45,301.70 per truck for total amount not to exceed \$135,905.10. 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 2022-2023 Auto Equipment Fund account #661.0-441.006.971.0100.
- J. Resolution to award the project to ProPump & Controls, Inc. in the amount not to exceed \$24,583.05. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project is available in account #584.2-753.001-981.0100.
- K. Resolution to approve an agreement with McKenna for the preparation of the City's Parks and Recreation Master Plan update in the amount not to exceed \$68,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account # 101.0-751.000-811.0000.

05-112-23 City Commission Regular Minutes of May 8, 2023 (Item C)

Commissioner Host requested that the word 'urgent' be added to the Woodward noise item.

CC Bingham said her Staff would review the recording. She noted that '9:25 a.m.' at the end of the minutes should be changed to '9:25 p.m.'

MOTION: Motion by Commissioner Baller, seconded by Commissioner Haig:
To approve the Commission regular meeting minutes of May 8, 2023.

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

Nays, None

05-113-23 Collection Deaccession-Birmingham Museum School Yearbooks (Item H)

MD Pielack answered two brief informational questions about the project.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To approve the deaccession and disposal of 87 redundant and damaged school yearbooks from the Birmingham Museum's permanent collection in accordance with the Birmingham Museum Collection Policy.

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

Nays, None

05-114-23 2023 North Old Woodward Parking Structure Repair Project Award (Item L)

Commissioner Host noted that on July 5, 2019, WJE said that the City had neglected \$6.2 million of maintenance on the N. Old Woodward parking deck over the prior ten years. He noted that with this present motion the City would still be short \$4 million from the 2019 estimate.

PSM Ford answered a brief informational question about the parking deck improvements.

Commissioner Host spoke in support of the item and commended PSM Ford and CM Markus for their continued efforts to improve the parking decks.

MOTION: Motion by Commissioner Host, seconded by Commissioner McLain:
To award the contract to RAM Construction for the proposed work at the North Old Woodward Parking Structure in the amount of \$803,286.00; further, to authorize the Mayor and City Clerk to sign the contract on behalf of the city.

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

Nays, None

VI. UNFINISHED BUSINESS

05-115-23 Public Hearing – Proposed Amendments to Chapter 126 (Zoning) – Outdoor Dining

The Mayor opened the public hearing at 7:53 p.m.

PD Dupuis presented the item.

Public Comment

Kelly Allen, attorney for Toast and Social, thanked the City on behalf of her clients and said the proposed ordinance amendments were a great result.

Seeing no further public comment, the Mayor closed the public hearing at 8:07 p.m.

PD Dupuis, CM Markus, and CA Kucharek answered informational questions from the Commission.

Commissioner Baller said, regarding the furnishing zone, the Planning Board usually likes to have specific standards so they can make objective judgments on whether a feature should be allowed.

Commissioner Haig observed that any structure with an HVAC system could not be considered a temporary structure.

Commissioner Boutros thanked those who were involved in crafting the ordinance amendments. He described the proposed ordinance amendments as fair and meeting the needs of both the public and the business owners in the City.

MPT McLain noted that the intent of the ordinance was to provide clear guidelines and to allow for a balanced and consistent application of those guidelines. She encouraged residents to

communicate with Staff about any potential obstructions or problems they encounter with outdoor dining.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Haig:
To adopt an ordinance to amend Chapter 126 (Zoning), Article 3, Section 3.04, Article 3, Section 3.16, Article 4, Section 4.44, and Article 9, Section 9.02 to provide clear and enforceable outdoor dining standards.

AND

To adopt an ordinance to amend Chapter 98 (Streets, Sidewalks and Other Public Places), Articles 2 and 3 to add language for outdoor dining facilities on public property.

Commissioner Host thanked the Planning Board for their extensive work on the item and offered his support for increasing conformity among outdoor dining locations in the City.

Commissioner Haig said the ordinance amendments were offering minimum standards for outdoor dining. He said that Birmingham is an aspirational community and part of that is maintaining standards. He said the ordinance amendments were a change for the better.

The Mayor thanked the Planning Board and Staff for their work on the item. She noted the many competing interests in crafting the ordinance amendments listing the aims of maintaining the community's health, safety, and welfare; maintaining public assets for the public good; having a welcoming, lively, and entertaining downtown; attracting visitors; and, supporting businesses. She said the ordinance amendments were a good balance of those interests.

Public Comment

David Bloom said it would be appropriate to prohibit the continued use of a preexisting nonconformity after a transfer of ownership.

Joe Bongiovanni, proprietor of four restaurants in the City, said ACM Ecker should have been more involved in the process of amending these ordinances, that the impetus for these amendments was a City survey demonstrating the popularity of outdoor dining and direction from the Commission to find ways of increasing outdoor dining, and that he hoped the community saw that nonconforming establishments bring value to the City.

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

Nays, None

VII. NEW BUSINESS

**05-116-23 Public Hearing – Confirmation of Special Assessment District Roll 904
Brown Street Paving – Sidewalk and Streetscape**

The Mayor opened the public hearing at 8:55 p.m.

FD Gerber introduced DT Katz. DT Katz presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:58 p.m.

There was no Commissioner comment or inquiry on the item.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
WHEREAS, Special Assessment Roll, designated Roll No. 904, has been heretofore prepared for collection, and

WHEREAS, notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property to be assessed, and

WHEREAS, the Commission has deemed it practicable to cause payment of the cost thereof to be made after the time of construction and

WHEREAS, The Commission Resolution 05-104-23 provided it would meet this 22nd day of May, 2023 for the sole purpose of reviewing the assessment roll, and

WHEREAS, at said hearing held this May 22, 2023, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll,

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 904 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that special assessment shall be payable in ten (10) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one quarter percent (9.25%) on all unpaid installments.

All Parcel ID/Sidwell numbers as listed on page three of Item 7A of the Agenda.

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

Nays, None

05-117-23 Brown Street Paving Project Contract # 5-23 (P) Contract Award

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

Commissioner Baller noted that the City was making it safer to cross a State road and was not receiving any funds from the State to do so. He said that the area will become a higher-traffic pedestrian area and raised concerns about using concrete planter boxes.

Commissioner Haig recommended the City consider bell bollards to protect the planter boxes.

In reply to Commissioner Baller, the Mayor said she was sure the City would address issues with permit parking access to the Peabody Deck if such issues arose.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host: To approve the construction project budget and award Brown Street Paving Project #5-23 (P) to V.I.L. Construction in the amount of \$1,832,529.69 and not to exceed \$1,924,156.18. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City after the review of V.I.L. Construction's insurance and bonds, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the accounts as stated in Item 7B, pages three and four.

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

Nays, None

05-118-23 Public Hearing – The Birmingham Plan 2040

The Mayor opened the public hearing at 9:24 p.m.

PD Dupuis introduced Matt Lambert of DPZ, Laura Haw of McKenna, and Planning Board Members Clein, Emerine, Share, and Boyle. He thanked Planning Department Staff, the City Commission, and City Administration for their support of the master planning process. He then presented the item.

The Mayor commended PD Dupuis on the presentation.

Public Comment

Larry Lyng said he and some other residents of Bird Avenue would prefer that the north side of 14 Mile between Grant and Woodward remain zoned only for single-family residential. He provided the Commission with a petition to that effect.

Linda Schrenk said some people had the impression that allowing multi-family homes to be built near single family homes lowers the value of single family homes. She said she heard from some single family homeowners concerned about that possibility. She asked about a perceived discrepancy between the 2040 Plan anticipating an increase in the City's population and the Birmingham School Board reporting a decrease in children attending the City's public schools.

Norm Cohen spoke in opposition to accessory dwelling units (ADUs) being allowed on Bird Avenue. He said there could be issues with increased parking demand, decreased privacy, and a change in the present homeowners' views.

Kevin Kozlowski said that increasing residential and light mixed-use development would help the City's residents achieve their sustainability, traffic, infrastructure, and safety goals through increased walkability. He said that the elimination or reduction of minimum parking requirements needed to be studied in order to make Birmingham more walkable. He spoke in favor of more detail in the cycling plan and said that while the 2040 Plan spoke to the benefits of commercial destinations in the neighborhoods, it proposed few zoning changes to allow them. He said the Commission should determine whether Birmingham aims to truly be a walkable city, and if so the 2040 Plan should be revised with that aim in mind.

Michael Shock raised concerns about potential future upzoning of Oakland Ave. He also reported having the impression that allowing multi-family homes to be built near single family homes lowers the value of single family homes. He suggested that the single family homes on Oakland provide a better buffer between Woodward and the Little San Francisco neighborhood.

Larry Bertollini said he was concerned that the 2040 Plan would allow properties abutting single family homes to be developed to similar densities as properties further from single family homes. He said properties abutting single family homes should be treated uniquely, with more limitations on the permitted density.

Denise Rumzey asked whether many City infrastructure projects would require bonds, which would require a public vote. She questioned the proposed zoning for the Adams Square area. She asked the City to maintain the green space at Eton and Lincoln since there was presently no park in the Torry neighborhood.

In reply to Mr. Bertollini and Ms. Rumzey, PD Dupuis said the appropriateness of zoning for an area would be considered as part of any future potential zoning change process.

Mr. Bloom said that the City should speak with residents in the potential future TZ-3, R-7, and R-6 zones about said residents' preferences, that he was concerned with portions of the proposed access zone, that some homes in the R-2 and R-3 zones exceed the height allowances, that commercial destinations in parks should likely be limited to kiosks or food trucks, that ADUs would need to be studied carefully, that the City should study plans for Haynes Square carefully and consider potential alternative plans, and that staying aware of potential zoning changes would require effort and attention from residents 'who do not spend extra money to live in Birmingham to have to have that pressure and stress on them'.

Peggy Peterson said she was concerned about the new mixed use development on Adams because of present traffic congestion from Haynes to Maple and from Haynes to Woodward.

In reply to an inquiry from Ms. Peterson, PD Dupuis explained that the aforementioned development on Adams, like all larger developments in the City, submitted a Community Impact Study (CIS). He explained that the CIS includes a Transportation Impact Study. He explained those studies are reviewed by the Planning Board as part of the project consideration process.

Paul Regan said that the 2040 Plan's vision was one of increased density, which he said was unnecessary and out of the character of the City.

Kim Delgrosso asked whether the 2040 Plan could be described as similar to a '15 Minute City' plan.

PD Dupuis explained that a '15 Minute City' aims to create areas where a civic, commercial, and recreational destination could be reached from one's home within 15 minutes. He said there was some similarity between that concept and the 2040 Plan.

In reply to a further inquiry from Ms. Delgrosso, the Mayor said she did not believe the 2040 Plan was designed to control public behavior.

The Mayor noted that there were late correspondences received by the Commission from Mr. Bertollini, which he spoke to during the present meeting, from Robert Gibbs regarding the benefits of multi-family housing, from Mr. Colosanti and Mr. Rider requesting that ADUs be considered for R-1, R-2, and R-3 zoning, and a letter from Paul Sebold regarding changes over time. She noted that the City Clerk would file all received correspondences.

A number of the commenters thanked those involved for their work on the 2040 Plan.

The Mayor closed the public hearing at 10:32 p.m.

Staff answered informational questions from the Commission.

Comments from Commissioners were as follows:

- The change to the recommended zoning to the northwest at Lincoln and Eton might not be considered non-substantive to the residents who requested for the change. The Planning Board and Staff spent a substantial amount of time and energy on the master planning process. The Commission had limited opportunity to ask questions or discuss the draft 2040 Plan. Aspects of the draft 2040 Plan were welcome, including maintaining neighborhood character. Some aspects of the draft 2040 Plan may be superfluous given that Birmingham is already a flourishing community. The joint Commission-Planning Board meeting for June 12, 2023 should have remained scheduled in order to provide further time to discuss the draft 2040 Plan. There were no estimated costs for the proposals in the draft 2040 Plan. Some of the aspects of the draft 2040 Plan reflect a pre-Covid-19 context. The City has recently approved residential development that would accommodate a large percentage of the projected 25 year population increase in Birmingham. The process of approving the draft 2040 Plan should not be rushed;
- The draft 2040 Plan was written for the benefit of younger generations. It was possible for Commissioners to get their questions answered along the way if they so choose. Rezoning processes have to go through extensive reviews, some of which would require

supermajorities if there were certain objections raised to the proposal. The draft 2040 Plan could be discussed further or could be approved presently, depending on the Commission's preferences. Sufficient information was available to approve the draft 2040 Plan presently. Gratitude was owed to all members of the public who participated in the process;

- The Planning Board and consultants invested a significant amount of effort into the master planning process. Commissioners were able to participate in the master planning process at every step along the way as members of the public. Every comment from members of the public were taken very seriously. Implementation of any aspect of the draft 2040 Plan would have to undergo thorough review. Those who worked on the draft 2040 Plan have endeavored to answer all questions that arose throughout the master planning process. The draft 2040 Plan as presented was fair, transparent, and well-studied in terms of providing the City direction over the next 20 years. The draft 2040 Plan should be approved presently;
- While the Commission had not had much opportunity to comment on the draft 2040 Plan during Commission meetings, the Commission had access to each iteration of the draft 2040 Plan and every aspect of the master planning process. The draft 2040 Plan sets forth a high-level concept, and does not rezone any parcel in the community. The Planning Board was tasked with doing the majority of the work for the draft 2040 Plan, and the Commission was responsible for trusting the Planning Board and noting any obvious issues with the draft 2040 Plan. There were no obvious issues with the draft 2040 Plan. The northeast parcel at Lincoln and Eton, the seams, and the vision for the draft 2040 Plan changed throughout the master planning process. Staff, consultants, and the Planning Board were to be thanked for their work. The public should endeavor to trust that any rezoning processes would be subject to review by both the Planning Board and the Commission. The draft 2040 Plan should be approved presently;
- All the residents who provided comment deserve thanks. All the members of the Commission are Birmingham residents who take their responsibilities very seriously. All aspects of proposals before the Commission are reviewed and considered thoroughly. The draft 2040 Plan provides an opportunity for the public and the Commission to continue to collaborate on making the community a place where everybody can thrive. The draft 2040 Plan provides a template, not rules, for future planning. The master planning process was very public and transparent. The draft 2040 Plan should be approved presently;
- The work of the Planning Board was appreciated. It is not the role of the Commission to re-do the work of any City board. While the Commission is responsible for raising issues as they arise, it would not be appropriate to restart the review process at the Commission table. The City has boards because they do the work, have the expertise, and invest the time. The Commission does not have the history, background, or professional specializations to start over on any recommendation that comes from a City board. The Commission's role is to assess, evaluate, hear comment from the public, to hear from Staff, and to trust the work of the board that brings a recommendation to the Commission. The history of planning in Birmingham shows that a number of plans have been not implemented. Plans provide a horizon and a guide, are not guaranteed to be implemented, and do not include cost estimates. It would take an extended process for any item in the draft 2040 Plan to be implemented, and could be rejected or changed during the process. The draft 2040 Plan provides a vision, not ordinances, laws, or zoning changes. The process was done with transparency, and Staff and the Planning Board integrated many of the recommendations made by the public. It is the role of the Commission and the Staff

to evaluate each proposal individually as it becomes relevant. The estimated increase in future population is based on what the Southeast Michigan Council of Governments thinks will happen in the State, and what share of those people might be attributed to Birmingham. That number does not represent an upper limit of the number of people who may want to live in Birmingham. Renters' rights was a recent topic before the Commission. New multi-family developments depress rental increases in older multi-family units through increased competition, which benefits renters. Many aspects of the draft 2040 Plan were wonderful, including sustainability, parks, and maintaining neighborhood character. Aspects that raise concern with the public will be subject to further review. Not all aspects of the 2016 Plan were implemented but allowed Birmingham to remain relevant, vibrant, and to maintain its property values. As a whole, the draft 2040 Plan was a well-written, well-researched, comprehensive document that focuses on improving quality of life, access to amenities, maintaining Birmingham as a destination, and maintaining property values and the school system. The community could be proud of the draft 2040 Plan should it pass presently;

- Staff, the Planning Board, and the consultants should be commended for improving the draft 2040 Plan during the master planning process. The process of approving the draft 2040 Plan should not be rushed. The draft 2040 Plan would be ready for approval with these three items: the seams should be eliminated from the draft 2040 Plan, the language in the draft 2040 Plan should clearly indicate that commercial destinations in the parks are not desired, and ADUs should be prohibited, as they are not compatible with a single family zoned community. Those items should be removed from the draft 2040 Plan because they set a course and define the character of the City's future. The draft 2040 Plan should be approved with those three items removed.

A number of Commissioners commented that they read every iteration of the draft 2040 Plan and attended or watched the discussions and meetings regarding the draft 2040 Plan.

Commissioner Boutros observed that the majority of Commissioners agreed with the majority of the draft 2040 Plan.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Schafer: To adopt and approve in its entirety the Birmingham Plan 2040, inclusive of all maps, plats, charts, and other related matter, figures and the Future Land Use Map, as recommended by the hard-working Planning Board.

Commissioner Haig said there were aspects of the draft 2040 Plan that should be reviewed further. He said that the draft 2040 Plan, once approved, would be used to set precedents. He said that a joint Commission-Planning Board meeting could be held in June 2023 to finalize the remaining few points. He said feedback was heard and improvements were made between the first draft of the 2040 Plan and the present draft of the 2040 Plan and thanked those responsible for integrating those changes.

Commissioner Host said seams, commercial destinations in the parks, and ADUs would be boons to commercial developers and detrimental to the future. He said Birmingham was largely zoned as a single family residential community prior to 1970. He said that potentially impacting people's property values raises concerns.

Commissioner Baller said the City was not conceived of as a single family residential community, and noted that 30% of Birmingham’s housing stock was multi-family residences. He said the concerns raised had been addressed. He said he had not heard a proposal for how further review would proceed. He said he would vote to support the motion and that he had not heard a good alternative process offered.

Commissioner Schafer said the Commissioners supporting the draft 2040 Plan felt good about doing so. She said those Commissioners feel a duty to all of the residents, including those who live in multi-family residences.

The Mayor said that regarding seams, commercial destinations in the parks, and ADUs, the Commission represents the entirety of the City and not just those who attend meetings and provide comment. She noted that the survey data and charrettes indicated that ADUs were supported by 50% of Birmingham respondents. She said those three topics would be further discussed should they be raised at the Planning Board level in the future. Regarding the seams, she noted that no one would force residents to sell their property to a developer intent on building multi-family residences. She noted that a recent lot split had three Commissioners vote against it because they did not see the need for an additional unit of housing on that street. She said the opportunity to support, oppose, or come to a consensus on the items set forth in the draft 2040 Plan would continue to exist. She said those processes would be years in the making, so that everyone had time to participate.

Public Comment

Ms. Schrenk asked that the draft 2040 Plan remove the seams and multi-family units from all neighborhoods.

Mr. Lyng said seams should be eliminated, the language should clearly indicate that commercial destinations in the parks are not desired, and ADUs should be prohibited.

Mr. Bloom raised concerns about passing the draft 2040 Plan presently. He stated that the draft 2040 Plan would significantly change the community, and was being advanced over a number of residents’ objections.

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

 Nays, Commissioner Host
 Commissioner Haig

05-119-23 Water/Sewer Rate Changes for 2023-2024

FD Gerber presented the item.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:

To amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2023 as recommended in the attached Water/Sewer Rate Changes Report for 2023-2024 by Finance Director Mark Gerber dated May 11, 2023 and approve the appropriation and amendment to the 2023-2024 Sewage Disposal Fund as follows: page 7D, page four.

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

Nays, None

Commission Items for Future Discussion

05-120-23 Parking Deck Enhancements

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
To discuss some mechanism, or directing Staff, to enhance the usability, the aesthetics of the parking system parking decks.

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

Nays, None

05-121-23 Parking Operations Workshop

MOTION: Motion by Commissioner Host, seconded by Commissioner Haig:
For a joint workshop on parking operations with the Advisory Parking Committee.

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

Nays, None

Commission Discussion On Items From A Prior Meeting

None

05-122-23 Closed Session Pursuant to MCL § 15.268 Sec. 8(d) of the Open Meetings Act

MOTION: Motion by Commissioner Baller, seconded by MPT McLain:
To adopt a resolution to meet in closed session to discuss the potential purchase of real property pursuant to MCL § 15.268 Sec. 8(d) of the Open Meetings Act.

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

Nays, None

The Commission went into closed session at 12:00 a.m.

The Commission returned from closed session at 12:26 a.m.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Retirement Board
- B. Commissioner Comments

Commissioner Host observed that when the Mayor requests Commissioner questions on an item, sometimes both questions and comments are posed by the Commissioners. He said he hoped that process could be clarified for the future.

Commissioner Schafer provided recommendations for the Celebrate Birmingham Parade and Party in Shain Park. She offered to continue the dialogue with CC Bingham.

MPT McLain reported back from attending the May 16, 2023 Detroit Ethics Conference and the MML Core Weekender on May 19 and 20, 2023.

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

05-123-23 Review Item 10E at the Next Commission Meeting

MOTION: Motion by Commissioner Baller, seconded by MPT McLain:
To move Item 10E to the next agenda.

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

Nays, Commissioner Host

1. City Manager's Report
2. Letter from Mary Kucharek regarding the Board of Ethics Advisory Opinion Concerning Commissioner Host
 - i. 2023-01 Opinion Robb and Schrot
 - ii. 2023-01 Opinion Fierro-Share

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 12:26 a.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 05/24/2023

Meeting of 06/05/2023

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
292218	*	000855	48TH DISTRICT COURT	750.00
292219	*	008106	ACUSHNET COMPANY	507.86
292220		BDREFUND	ALAN BISHOP AND ASSOCIATES INC	100.00
292221		BDREFUND	ALLIED SIGNS INC	400.00
292222		BDREFUND	AMERICAN TOWER	200.00
292223		UBREFUND	ANDREW J SMITH	111.87
292224		008988	ASTI ENVIRONMENTAL	1,842.50
292225		006759	AT&T	155.65
292226		006759	AT&T	318.22
292227	*	003703	AT&T MOBILITY	837.85
292228		BDREFUND	AVER SIGN COMPANY	300.00
292229		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	100.00
292230		007754	BANNER SALES AND CONSULTING, INC.	687.00
292231		002231	BILLINGS LAWN EQUIPMENT INC.	784.46
292232		BDREFUND	BINGHAM DEVELOPMENT LLC	500.00
292233		BDREFUND	BLOOMINGDALE CONSTRUCTION COMPANY I	1,000.00
292234		BDREFUND	BRANDYWINE CONSTRUCTION LLC	1,260.00
292235		005717	BSB COMMUNICATIONS, INC.	262.50
292236	*	008334	DAVID BUTTIGIEG	130.76
292237		003907	CADILLAC ASPHALT, LLC	1,027.55
292238		000444	CDW GOVERNMENT INC	509.55
292240	*	MISC	CITY OF LATHRUP VILLAGE	40.00
292241	*	008006	CLEAR RATE COMMUNICATIONS, INC	1,615.24
292242		BDREFUND	CLIFFORD LEWIS	700.00
292243		002234	CMP DISTRIBUTORS INC	999.75
292244	*	000627	CONSUMERS ENERGY	942.44
292245		008512	COOL THREADS EMBROIDERY	405.00
292246		009656	CORBIN DESIGN, INC	8,318.31
292247		BDREFUND	CRANBROOK ASPHALT & CONCRETE	125.00
292248		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	300.00
292249		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
292250		008559	DETROIT BATTERY COMPANY LLC	809.70
292251		BDREFUND	DIVITTO JR, MARK G	850.00
292252		BDREFUND	DJ MALTESE	200.00
292253		BDREFUND	DONE RIGHT SIGNS	200.00
292254	*	000179	DTE ENERGY	15.37
292255	*	000180	DTE ENERGY	9,046.13
292256		000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
292257		007505	EAGLE LANDSCAPING & SUPPLY	1,150.00
292258	*	009632	ELAINE MCLAIN	143.19
292259		UBREFUND	ELLEN RUTH FIRESTONE	3,000.00
292260	*	009488	ANDREW ERICKSON	233.45

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
292261		006654	FLEETPRIDE INC	928.90
292262	*	007314	FLEIS AND VANDENBRINK ENG. INC	4,160.00
292263	*	009556	MADELINE GOLD	60.00
292264	*	004604	GORDON FOOD	1,939.22
292265		MISC	GRAND ARBOR SUPPLY	304.35
292266		BDREFUND	GRENNAN CONSTRUCTION	300.00
292268		000249	GUARDIAN ALARM	279.60
292269	*	007466	HOME BUILDERS ASSOC. OF SE MI	649.00
292270	*	001956	HOME DEPOT CREDIT SERVICES	1,213.09
292271	*	007211	HOME DEPOT CREDIT SERVICES	32.64
292272		001415	HORNUNG'S PRO GOLF SALES INC	250.47
292273	*	009563	HOWIES HOCKEY INC	115.06
292274	*	001307	JOSHUA HUSTED	133.89
292275	*	009234	JEFFREY RONDEAU	222.50
292276		BDREFUND	JOHN THOMAS BLOOMINGDALE	400.00
292277	*	MISC	JULIA RICHIE	22.00
292278	*	MISC	KATHLEEN RAFFERTY	17.00
292279		BDREFUND	KEVIN S GRONDZ	100.00
292280		004088	KGM DISTRIBUTORS INC	228.00
292280	*	004088	KGM DISTRIBUTORS INC	400.00
292281		009524	KRAEMER DESIGN GROUP LLC	1,200.00
292282	*	008553	L.G.K. BUILDING, INC	80,000.00
292283		009375	LITHIA MOTORS, INC SUPPORT SERVICES	585.31
292284		009650	LONGHORN ASSET INVESTMENT & MANAGEM	1,173.92
292285		001669	MACP	330.00
292286	*	005116	MADISON HEIGHTS FIRE DEPT	135.85
292287		BDREFUND	METRO DETROIT SIGNS INC	200.00
292288		BDREFUND	METRO DETROIT SIGNS INC	200.00
292289	*	009661	MI-MAUI	3,133.00
292290	*	009200	MICHAEL MORRISON	1,500.00
292291	*	006461	MID AMERICA RINK SERVICES	376.14
292292		007146	MIDSTATES RECREATION	1,879.00
292293		000230	MIKE SAVOIE CHEVROLET INC	3,788.43
292294		008319	MKSK INC	735.00
292295	*	000649	MML WORKERS' COMP FUND	79,309.00
292296		002010	MULTISTATE TRANSMISSIONS	3,682.32
292298		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
292299	*	000919	OAKLAND COUNTY TREASURER	30.00
292300	*	004370	OCCUPATIONAL HEALTH CENTERS	2,382.00
292301	*	009478	ODP BUSINESS SOLUTIONS, LLC	343.98
292302	*	009578	OLIVIA PARKIN	468.00
292303		BDREFUND	PAT BATTAGLIA	400.00
292304		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00

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Check Number	Early Release	Vendor #	Vendor	Amount
292305		BDREFUND	PERFORMANCE RESIDENTIAL REMODELING	100.00
292306		BDREFUND	PETROVICH, ALEX T	1,000.00
292307		006625	PTS COMMUNICATIONS, INC	78.00
292308		004137	R & R FIRE TRUCK REPAIR INC	1,111.90
292309		BDREFUND	R & T CONSTRUCTION	200.00
292312	*	008815	SHI INTERNATIONAL CORP.	59,823.00
292313		BDREFUND	SIGNAL RESTORATION SERVICES	100.00
292314	*	008073	SITEONE LANDSCAPE SUPPLY, INC	642.91
292316		000260	SPARTAN DISTRIBUTORS INC	490.65
292317	*	009201	STEPHEN SHUKWIT	700.00
292318		007695	TEAM GOLF	395.61
292319		BDREFUND	TRILLIUM COMPANIES INC	1,440.00
292320		BDREFUND	TROWBRIDGE HOMES CONSTRUCTION LLC	1,690.00
292321		004379	TURNER SANITATION, INC	200.00
292321	*	004379	TURNER SANITATION, INC	75.00
292322		005631	ULTIMATE REEL GRINDING LLC	2,550.00
292323	*	001279	US FIGURE SKATING ASSOC.	91.36
292324		007226	VALLEY CITY LINEN, INC	22.00
292325	*	000293	VAN DYKE GAS CO.	116.80
292326	*	000158	VERIZON WIRELESS	127.85
292327	*	000158	VERIZON WIRELESS	1,222.03
292328		BDREFUND	WALLSIDE WINDOWS	500.00
292329	*	MISC	WILLIAM OLSEN	42.00
292330		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
292331		005112	WOLVERINE	766.38
292332	*	009460	BRANDON WYNN	522.00
292333		008902	ZORO TOOLS, INC.	361.97
SUBTOTAL PAPER CHECK				\$320,787.89
<u>EFT TRANSFER</u>				
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	30,446.70
SUBTOTAL EFT TRANSFER				\$30,446.70
<u>ACH TRANSACTION</u>				
8107	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	11,098.26
8110	*	008226	KATHERINE ABELA	914.00
8111	*	009126	AMAZON CAPITAL SERVICES INC	85.53
8112		009126	AMAZON CAPITAL SERVICES INC	197.88
8113	*	009126	AMAZON CAPITAL SERVICES INC	16.77
8114		009126	AMAZON CAPITAL SERVICES INC	93.24
8115		009126	AMAZON CAPITAL SERVICES INC	22.96
8116		009126	AMAZON CAPITAL SERVICES INC	89.97
8117		009126	AMAZON CAPITAL SERVICES INC	70.08
8118		009126	AMAZON CAPITAL SERVICES INC	30.99

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Check Number	Early Release	Vendor #	Vendor	Amount
8119		009126	AMAZON CAPITAL SERVICES INC	86.15
8120		009126	AMAZON CAPITAL SERVICES INC	24.99
8121	*	009126	AMAZON CAPITAL SERVICES INC	87.09
8122	*	009126	AMAZON CAPITAL SERVICES INC	40.98
8123	*	009126	AMAZON CAPITAL SERVICES INC	219.98
8124		009126	AMAZON CAPITAL SERVICES INC	289.99
8125	*	007345	BEVERLY HILLS ACE	52.86
8126		006683	BIRMINGHAM LAWN MAINTENANCE, INC	14,279.00
8127		000605	CINTAS CORPORATION	184.27
8128	*	000605	CINTAS CORPORATION	239.48
8129		001367	CONTRACTORS CONNECTION INC	137.65
8130	*	007638	MARSHALL CRAWFORD	105.95
8131	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	182.83
8132	*	000565	DORNBOS SIGN & SAFETY INC	43.44
8133	*	007538	EGANIX, INC.	720.00
8134		004574	FAIR-WAY TILE & CARPET, INC.	3,931.00
8135	*	000243	GRAINGER	1,119.85
8136	*	001672	HAYES PRECISION INC	115.00
8137		000261	J.H. HART URBAN FORESTRY	44,128.50
8137	*	000261	J.H. HART URBAN FORESTRY	1,162.00
8138		009298	JCR SUPPLY INC	292.97
8139	*	003458	JOE'S AUTO PARTS, INC.	1,202.94
8140	*	000891	KELLER THOMA	1,113.75
8141	*	004085	KONE INC	2,086.45
8142	*	005550	LEE & ASSOCIATES CO., INC.	434.66
8144		001194	NELSON BROTHERS SEWER	366.00
8145	*	007755	NETWORK SERVICES COMPANY	1,069.86
8146	*	006359	NYE UNIFORM COMPANY	412.95
8147	*	001753	PEPSI COLA	292.16
8148	*	003554	RKA PETROLEUM	19,017.07
8149	*	001181	ROSE PEST SOLUTIONS	79.00
8150	*	003785	SIGNS-N-DESIGNS INC	195.00
8151		000254	SOCRRA	73,144.00
8152		005787	SOUTHEASTERN EQUIPMENT CO. INC	422.36
8153		000273	TERMINAL SUPPLY CO.	38.36
8154	*	002974	VILLAGE OF BEVERLY HILLS	100,051.95
SUBTOTAL ACH TRANSACTION				\$279,990.17

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$631,224.76

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 06/01/2023

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
292334	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,375.25
292335		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
292336		BDREFUND	ALLIED SIGNS INC	100.00
292337		BDREFUND	ALLSHIRE BUILDING	200.00
292338	*	MISC	ANDY AUBREY	200.00
292339		BDREFUND	ANTO GLASS BLOCK INC	100.00
292340	*	007033	APPLIED IMAGING	10,973.78
292341		006759	AT&T	670.84
292342	*	006759	AT&T	3,133.45
292343	*	009609	BALIAN LEGAL, PLC	360.00
292344		BDREFUND	BANNY BUILDERS INC	500.00
292345		BDREFUND	BASEMENT WATERPROOFING & FOUNDATION	100.00
292346		BDREFUND	Battaglia Companies	500.00
292347		BDREFUND	BENEICKE BUILDERS LLC	100.00
292348		BDREFUND	BIRMINGHAM BUILDERS, INC.	200.00
292349		008355	BIRMINGHAM PUBLIC SCHOOLS	217.60
292350		BDREFUND	BLOOMINGDALE HOMES INC	2,800.00
292351		003526	BOUND TREE MEDICAL, LLC	102.30
292352	*	MISC	BRADLEY FEDDERS	200.00
292353	*	007919	BRUCE WHITE GALLERIES	49.17
292354		BDREFUND	BUDMAN DENTON	300.00
292355		003907	CADILLAC ASPHALT, LLC	1,162.06
292356	*	003904	CAPITAL ONE BANK	691.94
292357		009597	CAROL BACAK-EGBO	200.00
292358	*	000444	CDW GOVERNMENT INC	90.96
292359		000902	CENGAGE LEARNING INC	31.99
292360		BDREFUND	CHESTER STREET PARTNERS LLC	300.00
292361		BDREFUND	Chris Brocavich	10,000.00
292362		002234	CMP DISTRIBUTORS INC	1,984.35
292363		000979	COMERICA BANK	6,471.93
292364		008480	COMPU-TECTURE INC	4,999.98
292365	*	000627	CONSUMERS ENERGY	5,230.74
292366		008582	CORE & MAIN LP	3,396.54
292367		009207	D'ANGELO BROTHERS INC	58,721.00
292368		MISC	DEBRA ORTISI	27.00
292369	*	000179	DTE ENERGY	5,965.85
292370	*	000179	DTE ENERGY	43.31
292371	*	000179	DTE ENERGY	34.57
292372	*	000179	DTE ENERGY	97.42
292373	*	000179	DTE ENERGY	33.75
292374	*	000179	DTE ENERGY	36.69
292375	*	000179	DTE ENERGY	150.00

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Check Number	Early Release	Vendor #	Vendor	Amount
292376		000179	DTE ENERGY	20.50
292377	*	000179	DTE ENERGY	1,730.58
292378	*	000179	DTE ENERGY	36.18
292379	*	000179	DTE ENERGY	184.39
292380	*	000179	DTE ENERGY	6,167.70
292381	*	000179	DTE ENERGY	1,724.11
292382	*	000179	DTE ENERGY	4,786.78
292383	*	000179	DTE ENERGY	3,006.25
292384	*	000179	DTE ENERGY	14.89
292385	*	000179	DTE ENERGY	1,632.06
292386	*	000179	DTE ENERGY	35.97
292387	*	000179	DTE ENERGY	15.62
292388	*	000179	DTE ENERGY	16.82
292389	*	000179	DTE ENERGY	375.36
292390		008164	GARY EISELE	60.00
292391		MISC	ERIN REEMER	16.99
292392		BDREFUND	FAIRWAY CONSTRUCTION CO INC	100.00
292393	*	000936	FEDEX	32.01
292394		BDREFUND	G & M GUTTER COMPANY INC	100.00
292395		BDREFUND	GALAXY CUSTOM CONSTRUCTION	300.00
292396		BDREFUND	GIOVANNETTI, ANDREW	200.00
292397		BDREFUND	GLOSSMANN, TOBIAS	200.00
292398	*	004604	GORDON FOOD	173.99
292399	*	008007	GREAT LAKES WATER AUTHORITY	8,171.35
292400		009030	SYNTHA GREEN	87.17
292401		001531	GUNNERS METER & PARTS INC	1,920.00
292402		001447	HALT FIRE INC	318.67
292403		BDREFUND	HD SEALCOATING	100.00
292404		BDREFUND	HELLER & ASSOCIATES INC	1,000.00
292405	*	001956	HOME DEPOT CREDIT SERVICES	3,524.79
292406	*	007211	HOME DEPOT CREDIT SERVICES	29.02
292407		BDREFUND	Home Exteriors of Michigan LLC	100.00
292408		BDREFUND	HOOVER ELECTRIC INC	60.00
292409		BDREFUND	IDEAL CUSTOM BUILDERS INC	500.00
292410	*	009559	JENETTE MAITZ	1,246.00
292411	*	MISC	JOSHUA PARKS	110.00
292412	*	009403	JUSTIN ZAYID	300.00
292413		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	500.00
292414	*	MISC	KENNETH LEAVITT	4.00
292415		BDREFUND	L & S HOME IMPROVEMENTS LLC	200.00
292416		BDREFUND	L&W HOME INVESTMENTS LLC	100.00
292417	*	008553	L.G.K. BUILDING, INC	2,400.00
292418		BDREFUND	LAURA M DROUILLARD LIVING TRUST	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
292419	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,300.00
292420	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	800.00
292421		009375	LITHIA MOTORS, INC SUPPORT SERVICES	95.20
292422		BDREFUND	LIVE WELL CUSTOM HOMES LLC	2,500.00
292423		MISC	MACQUEEN EMERGENCY	1,109.03
292424		009640	AMERICAN EAGLE PRECAST LLC	1,544.90
292425		BDREFUND	MCLEAN CONSTRUCTION	100.00
292426	*	009085	MGSE SECURITY LLC	1,813.00
292427	*	009621	MICHIGAN DEPARTMENT OF AGRICULTURE	75.00
292428		007146	MIDSTATES RECREATION	87.46
292429		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
292430		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
292431		BDREFUND	PROFESSIONAL RENOVATIONS SVS,	2,000.00
292432		MISC	QUIET STORM PUBLISHING LLC	19.99
292433	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
292434		003447	RAFT	475.00
292435	*	007336	REVIZE LLC	5,400.00
292436		BDREFUND	RONALD J GOODE TRUST	100.00
292437		BDREFUND	RONNISCH CONSTRUCTION GROUP	500.00
292439	*	002806	SAM'S CLUB/SYNCHRONY BANK	228.88
292440		MISC	SARA OSTROWSKI	89.00
292441		BDREFUND	SAS SERVICES INC	100.00
292442		BDREFUND	SCHOENHERR HOMES LLC	200.00
292443		009178	SERVICE GLASS COMPANY INC	328.88
292444	*	008073	SITEONE LANDSCAPE SUPPLY, INC	67.07
292445		BDREFUND	SMOLYANOV HOME IMPROVMENT	200.00
292446		007907	SP+ CORPORATION	5,910.00
292447		BDREFUND	STERLING DEVELOPMENT CORP	300.00
292448		BDREFUND	SYNERGY GROUP, INC	6,000.00
292449		BDREFUND	THE IRONHEAD TRUST	500.00
292450		BDREFUND	TITAN DESIGN LLC	200.00
292451		BDREFUND	TOTTEN HOMES	500.00
292452		009552	TRAFFIC & SAFETY CONTROL SYSTEMS	3,362.00
292453	*	004379	TURNER SANITATION, INC	290.00
292454	*	000293	VAN DYKE GAS CO.	146.00
292455		BDREFUND	VDA CONSTRUCTION	100.00
292456	*	000158	VERIZON WIRELESS	515.05
292457	*	000158	VERIZON WIRELESS	850.50
292458	*	000158	VERIZON WIRELESS	98.12
292459		006491	VILLAGE AUTOMOTIVE INC	328.20
292460		BDREFUND	WALLSIDE INC	500.00
292461		000299	WEINGARTZ SUPPLY CO.	87.99
292462		BDREFUND	WEISS, STEVEN	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
292463		BDREFUND	WINDOW PRO HOLDINGS LLC	500.00
292464		007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	18,050.00
292465		000837	WOODWARD CAMERA INC	59.85
292466		MISC	YVONNE KUCHERSKY	23.24
SUBTOTAL PAPER CHECK				\$221,817.60
 <u>ACH TRANSACTION</u>				
8165		009126	AMAZON CAPITAL SERVICES INC	10.08
8166		009126	AMAZON CAPITAL SERVICES INC	44.00
8167		009126	AMAZON CAPITAL SERVICES INC	123.96
8168		009126	AMAZON CAPITAL SERVICES INC	40.19
8169		009126	AMAZON CAPITAL SERVICES INC	16.28
8170		009126	AMAZON CAPITAL SERVICES INC	179.60
8171		009126	AMAZON CAPITAL SERVICES INC	24.98
8172	*	009126	AMAZON CAPITAL SERVICES INC	25.99
8173	*	009126	AMAZON CAPITAL SERVICES INC	100.89
8174	*	009383	BATTI LAW PLLC	1,180.00
8175	*	007345	BEVERLY HILLS ACE	77.70
8176	*	001441	BIRMINGHAM CONCERT BAND	350.00
8177		006683	BIRMINGHAM LAWN MAINTENANCE, INC	1,350.00
8178		009183	BOB ADAMS TOWING	192.00
8179	*	003282	LISA MARIE BRADLEY	546.00
8180	*	008983	BRENNA SANDLES	1,466.36
8181	*	009396	CECILIA QUIRINDONGO BAUNSOE	1,500.00
8182		000605	CINTAS CORPORATION	184.27
8183		000605	CINTAS CORPORATION	37.58
8184		000605	CINTAS CORPORATION	353.49
8185		002668	CONTRACTORS CLOTHING CO	924.60
8186	*	000565	DORNBOS SIGN & SAFETY INC	75.55
8187	*	000243	GRAINGER	1,344.24
8188	*	009382	HB LAW, PLLC	600.00
8189	*	009390	IDUMESARO LAW FIRM, PLLC	350.00
8190		000186	JACK DOHENY COMPANIES INC	135.72
8191	*	003458	JOE'S AUTO PARTS, INC.	953.47
8192		006370	KLM SCAPE & SNOW LLC	66,507.00
8193	*	009392	LAMB LEGAL CONSULTING SERVICES	1,270.00
8194	*	009385	LAW OFFICE OF MICHAEL J. DICK	2,230.00
8195	*	005550	LEE & ASSOCIATES CO., INC.	178.00
8196	*	007977	KAREN LINGENFELTER	1,267.00
8197	*	001505	MEADOWBROOK INSURANCE GROUP	1,017.38
8198	*	009370	MICHAEL SIMON	357.00
8199		002013	MIDWEST TAPE	2,282.21
8200	*	009665	MORGAN WEBB	97.20
8201		000462	MOTOR CITY INDUSTRIAL	70.05

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
8202	*	007856	NEXT	3,500.00
8203	*	006359	NYE UNIFORM COMPANY	285.80
8204	*	009395	ORLANDO LAW PRACTICE PC	900.00
8205	*	005688	PEGASUS ENTERTAINMENT INC	5,180.00
8206		008866	PRECISION CONCRETE CUTTING INC	90,101.70
8207	*	009397	RABAA PLLC	500.00
8208	*	001181	ROSE PEST SOLUTIONS	50.00
8209	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
8210	*	009379	YELLOW DOOR LAW	5,646.00
SUBTOTAL ACH TRANSACTION				\$193,907.74
GRAND TOTAL				\$415,725.34

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

ENGINEERING DEPARTMENT

DATE: June 5, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer
Cory Borton, Assistant Director of Engineering

SUBJECT: Pierce Street Paving Project
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll
for Water Lateral Replacement Special Assessment District (SAD)

INTRODUCTION:

The Pierce Street Paving Project is currently being advertised for bids. The project includes the replacement of the water main on Pierce Street between E. Lincoln Street and 14 Mile Road and the repaving of that section of the road. The City intends to replace water laterals meeting size criteria in the Right-Of-Way (ROW) in an effort to protect the public investments being made with this project.

BACKGROUND:

In accordance with current City policy established to protect the public investment being made with capital improvement projects in public roadways, as part of the project, the City intends to replace all water services less than 1 inch in diameter. All undersized water services less than 1 inch in diameter will be replaced with a new 1-inch diameter service, for service lengths located within the public road right-of-way. The City is not aware of any water services of unsuitable material, such as lead, in this area. Per rules from the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water services from the water main to the water meter on private property, should a lead service be discovered it will also be replaced as part of the project. Per EGLE, the City is not allowed to charge a property owner for costs associated with the replacement of an existing lead water service.

The parcels within the project zone that may be potentially subject to the Water Lateral Special Assessment are highlighted on the attached map. The Engineering Department will provide additional details confirming a final list of properties that the department plans to include in the assessment, along with estimated construction costs to be assessed at the Hearing of Necessity.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures.

FISCAL IMPACT:

Revenue generated from the Water Lateral SAD for the Pierce Street project will defray the costs incurred by the City for the construction of these improvements.

PUBLIC COMMUNICATIONS:

Notice for the Hearing of Necessity and the Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will be holding property owners meeting on Tuesday, June 6, 2023, to discuss the project, traffic access during construction, and special assessment. The department will send all property owners a letter explaining the associated work and an explanation of assessment costs based on the engineer's estimate.

SUMMARY:

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the replacement of Water Laterals as part of the Pierce Street Paving Project to be scheduled at the regularly scheduled City Commission meeting on June **26**, 2023, followed by a Public Hearing for Confirmation of the Roll on July 10, 2023.

ATTACHMENTS:

- Map of Proposed Special Assessment District for Water Lateral Replacements (2 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the replacement and improvement of Water Laterals meeting the requirements for assessment, for all properties within the project area on Pierce Street between E. Lincoln Street and 14 Mile Road on Monday, June **26**, 2023, at 7:30 P.M.; and

If necessity is determined on June **26**, 2023, to meet on Monday, July 10, 2023, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of Water Laterals meeting the requirements for assessment, for all properties within the project area on Pierce Street between E. Lincoln Street and 14 Mile Road.

Note: Correction has of 6/5/2023 at 8:38 am

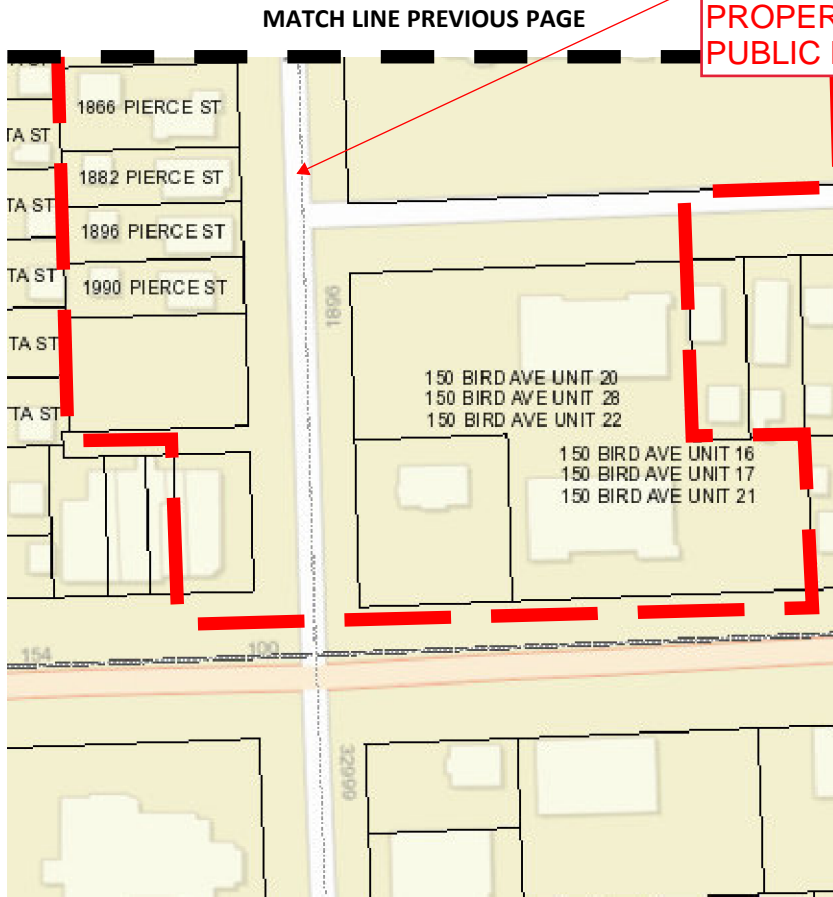
Pierce Street Project Area

PROPERTIES POTENTIALLY INCLUDED IN PROPOSED WATERLATERAL REPLACEMENT SPECIAL ASSESSMENT DISTRICT (ACTUAL PROPERTIES TO BE DETERMINED PRIOR TO PUBLIC HEARING OF NECESSITY)



Pierce Street Project Area

PROPERTIES POTENTIALLY INCLUDED IN PROPOSED WATERLATERAL REPLACEMENT SPECIAL ASSESSMENT DISTRICT (ACTUAL PROPERTIES TO BE DETERMINED PRIOR TO PUBLIC HEARING OF NECESSITY)





MEMORANDUM

Department of Public Services

DATE: June 5, 2023

TO: Tom Markus, City Manager

APPROVED: Scott Zielinski, DPS Director

FROM: Jacky Brito, Golf Manager

SUBJECT: Irrigation Consultant for Springdale GC

INTRODUCTION:

Springdale golf course needs to replace the antiquated irrigation system. As irrigation systems age beyond 25 years, they tend to experience more frequent breakdowns, components become obsolete and finding replacement parts may be more difficult. New irrigation systems are expensive, but it is the lifeline to grow and maintain healthy turf.

BACKGROUND:

The existing system is well over 50 years and is laid out in a "single row" configuration, meaning there is one single line of irrigation heads down the center of the fairway and much of the rough areas are not covered. The standard for the last 40 years is to have at least 2 rows of irrigation heads running down both sides of the fairway, providing 'head to head' coverage which includes the rough areas.

The water source for the golf course is supplied by the Rouge River that runs straight through the middle of the golf course. In recent years, the water quality in the river had deteriorated significantly. Much more silt, organic material and debris seems to be flowing down river and collecting where the inlet pipe that supplies water to the pump house is located. The river has been dredged 3 times in the last 4 years. This will be addressed by the Irrigation Consultant and will be incorporated into the project.

The Irrigation Consultant will be hired to design the irrigation system, provide cost analysis of different irrigation products, assist with the bidding process, and provide solutions to fix the water quality issues, as well as coordinate and supervise the installation contractor to the completion of the project.

Golf Course Irrigation Consultants are very specific experts in the golf industry, and a search was conducted. The three that would be close to our proximity and possessed the qualifications required for this project were contacted. Two vendors' submitted proposals for pricing for their

services and the third vendor never responded. Both of the Consultants that submitted their proposals are extremely qualified and costs were very similar. However, one is located in Maryland and the other is Birmingham, Michael Kuhn and Associates, Inc. Dorchester.

Due to his expertise, experience, and close proximity for easy access to the site the staff recommends Michael Kuhn & Associates, Inc be hired in the sum of \$48,750.

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement.

FISCAL IMPACT:

This work was not budgeted for 2022-2023, however, it is considered a priority to be completed. Therefore, items that were previously planned for 2022-2023 will be re-evaluated and postponed to future years in order to provide funding for this capital improvement. There is sufficient funding in other capital improvement accounts for this improvement.

PUBLIC COMMUNICATIONS:

There should be no disruption to play that will require notification.

SUMMARY:

Springdale golf course is in need of a new irrigation system. The current system has outlived its useful life and is becoming too inadequate to maintain quality turf. An Irrigation Consultant is needed to plan, implement, supervise and coordinate the installation of a new system, because of their expertise in this field.

ATTACHMENTS:

- Attachment A – Proposal with pricing from Michael Kuhn, Inc.
- Attachment B - Iran Sanction Agreement

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the Irrigation Consultant project for Springdale Golf Course to Michael Kuhn, Inc. in the amount not to exceed \$48,750.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project is available in account #584.2-753.001-981.0100.

**AGREEMENT FOR PROFESSIONAL SERVICES
REGARDING SPRINGDALE GOLF COURSE**

THIS AGREEMENT is entered into this 28th day of March 28, 2023, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Michael Kuhn & Associates, Inc. a Michigan Corporation, whose address is 2352 Dorchester Road, Birmingham, Michigan 48009, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires the Consultant to work with Springdale Golf Course in order to design, develop, and manage the installation of a new irrigation system with existing pump station and all project requirements to complete this project; and

WHEREAS, Michael Kuhn & Associates, Inc. has qualifications that meet the project requirements and has provided a response and cost proposal and at the request of Springdale formal specification and price quotes were received from two (2) qualified vendors to design, develop, and manage the installation of a new irrigation system with existing pump station and all project requirements to complete this project.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Formal Specification of Price Quotes, which was received from the City on the 19th day of September, 2022, which includes the Consultant's services, scope of services, responsibilities, fees and terms of the Agreement which shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and Attachment "A", the terms of this Agreement shall prevail.

2. FEES: The fees for this entire project, which includes four phases of development, design, construction and final project completion shall be a total of Forty-eight Thousand Seven Hundred Fifty Dollars (\$48,750.00), as are contained in Attachment "A."

3. TERM: The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date. The anticipated completion of the project development is April 1st 2025.

4. TERMS OF PAYMENT: The Consultant shall invoice the Owner for the design development and construction documents at the completion of each phase in the amounts and in the sequence as described under FEES in Attachment "A." Invoices are due and payable within 30 days of receipt. Accounts exceeding 45 days without prior approval will be charged 1% per month late charge. Submitted invoices shall include the following detailed information: the type of work

performed, the time spent on the work, the Contractor who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer.

5. The Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. INSURANCE SUBMISSION REQUIREMENTS: The Consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Consultant throughout the term of this Agreement. Certificates of Insurance as stated below will be required no later than five (5) business days from the date of the Consultant's acceptance of the terms of this Agreement.

7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Consultant acknowledges that performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

8. INDEPENDENT CONSULTANT: The Consultant and the City agree that the Consultant is acting as an independent contractor with respect to the Consultant role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. COMPLIANCE WITH LAWS: The Consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Consultant is subject the Consultant hereby agrees to be bound

by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing the Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; The Consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

12. STANDARD INSURANCE REQUIREMENTS:

The Consultant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: The Consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: The Consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: The Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence

combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant 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: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if the Consultant will provide services that are customarily subject to this type of coverage.

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall

have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski, DPS

Consultant: Michael Kuhn & Associates, Inc.
2352 Dorchester Road
Birmingham, Michigan 48009

Attn: Mr. Michael Kuhn

14. COVID: The Consultant shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, the Consultant's staff which will be in physical contact with City staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of the Consultant's staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Consultant is unable to comply, this violation of safety protocols will constitute a breach of contract by the Consultation.

15. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

16. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

17. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of the Consultant's agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Consultant shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

18. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant

Associates, Inc. to do so he/she signed this Agreement.

Rachel Mann

Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 09/21/2027

RACHEL MANN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 09-21-2027
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus
Thomas M. Markus, City Manager
(Approved as to substance)

Scott D. Zielinski
Scott D. Zielinski, Director of DPS
(Approved as to substance)

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

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

ATTACHMENT A

PROFESSIONAL SERVICE
AGREEMENT



SPRINGDALE GOLF COURSE
City of Birmingham

Michael Kuhn & Associates, Inc.

2352 Dorchester Road
Birmingham, MI 48009

AGREEMENT made this 19th day of December 2022, by and between

MICHAEL KUHN & ASSOCIATES, INC.
2352 Dorchester Rd
Birmingham, MI 48009

hereinafter called the "Consultant," and

CITY OF BIRMINGHAM-SPRINGDALE GOLF COURSE
316 Strathmore Road
Birmingham, MI 48009

hereinafter called the "Owner."

PROJECT NAME

Springdale Golf Course Existing nine hole golf course irrigation improvement with pump station.

I. CONSULTANT'S SERVICES

1. The Consultant's services consist of those services performed by the Consultant and Consultant's employees as set forth in this Agreement.
2. The Consultant's services shall be performed in a manner that is consistent with professional skill and care that is standard and acceptable in it's industry and shall timely deliver such services in order to ensure the orderly progress of the project.

II. SCOPE OF CONSULTANT'S SERVICES

PHASE I

Design Development:

1. Prepare, for approval, preliminary design concept(s) showing areas to be irrigated, sprinkler placement, and preliminary pipe routes.
2. Consultant to assist Owner in reviewing possible scenarios for the irrigation watersource/pumping station(s). Consultant to submit cost options between the determined scenarios.
3. Prepare and submit a statement of probable construction cost for the system concept and alternates to prioritize and maximize proposed system budget.

PHASE 2

Construction Design and Documents:

1. Based on Design Concept Documents previously approved by the parties, the Consultant shall prepare the working drawings, detail drawings and specifications setting forth in detail the requirements for the bidding and construction of the proposed improvements. Consultant shall advise the

Owner of any adjustments to the previous preliminary estimates of construction cost.

2. Based on Watersource/Pumping Station Concept Documents previously approved by the parties, the Consultant shall prepare the working drawings, detail drawings and specifications setting forth in detail the requirements for the bidding and construction of the proposed improvements. Consultant shall advise the Owner of any adjustments to the previous preliminary estimates of construction cost.
3. The Consultant shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, if required.

PHASE 3

Construction Phase:

4. The Consultant's responsibility to provide services for the construction phase under this Agreement commences with the award of the contract for construction and terminates at the issuance to the Owner of the final certificate for payment relating to the project.
5. The Consultant shall provide administration of the contract for construction as set forth below and in the edition of AIA Document A101, General Conditions of the Contract for Construction, current as the date of this Agreement.
6. Consultant shall work with Owner and contractor in staking of all sprinkler heads, valves locations, and control timer locations.
7. The Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Consultant in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. On the basis of the on-site observations, the Consultant shall utilize its best efforts to guard the Owner against defects and deficiencies in the work of the contractor.

Observation of construction normally consists of visits every seven to ten days, depending the phase of construction and the amount of active construction at any one time. Approximately ten (10) trips to be scheduled for the irrigation phase of the work and five (5) for the pump station phase of work.

8. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work nor responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents. The Consultant shall not have control over or be in charge of the acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portion of the work.

9. Based on the Consultant's observations and evaluations of the contractor's applications for payment, the Consultant shall review and certify all payment requests due the Contractor.
10. The Consultant shall prepare change orders for Owner's approval and may authorize minor changes in the work not involving an adjustment in the contract amount or an extension of the contract time which are not inconsistent with the intent of the contract documents.
11. Consultant shall conduct a final review at project completion. Consultant shall prepare a punchlist for contractor and ascertain that all project conditions, including submittals, have been met prior to certifying final payment.

PHASE 4

Post-Construction:

12. Consultant shall prepare drawings that reflect the actual as-built conditions. Drawings shall be prepared on AutoCAD 2022 using GPS survey grade equipment to place all sprinkler heads, valves and switch locations.

As built drawings shall include golf course base features, including greens, tees, fairways, bunkers and cart paths.

From GPS mapping, provide yardages from all sprinkler heads within 300 yards of the green to the center of the green. Yardage markers shall be responsibility of Owner.
13. Consultant Shall furnish as-built documentation in the following forms:
 - (2) Laminated booklets with individual hole per page (sprinklers, wiring and scheduling)
 - (1) Overall plan, 100 scale, laminated and mounted on foamcore
 - (3) Color plots of overall as-built plan
 - (1) Overall plan indicating all yardages from sprinklers to center of green plus square footages of all greens, tees and fairways
14. Consultant shall provide initial data-base entry of system characteristics. Consultant shall assist with system programming, especially as it relates to flow management and system hydraulics. Consultant shall be available during the first two years of operation to advise Owner promptly on irrigation programming and system operation.
15. Consultant shall prepare computer graphics and mapping of the golf course and irrigation system for use in irrigation software.

iii. OWNER'S RESPONSIBILITIES

1. Owner shall obtain and pay for all necessary permits from authorities having jurisdiction over the project. Consultant will assist Owner with this obligation by completing and submitting appropriate paperwork and forms to governing authorities.

2. Owner shall provide information and render decisions in a reasonably timely manner so as not to delay the orderly and sequential progress of Consultant's services.

IV. EXCLUSIONS TO SCOPE OF CONSULTANT SERVICES

1. Any outside testing that may be required toward the completion of the work. Consultant shall obtain Owner's written approval through the signature of its president prior to ordering.

The listing of all exclusions above shall not be construed to be inclusive and other work not included in the SCOPE OF SERVICES is also to be considered excluded.

V. FEES

The Consultant will invoice the Owner for progress payments at the completion of the project phases. Amounts of each progress payment for invoicing are as follows:

<u>PHASE 1</u>	
Design Development – Irrigation system and Pump Station	\$ 3,000.00
<u>PHASE 2</u>	
Construction Design and Document - Main lines and Pump Station	\$ 5,000.00
Construction Design and Document - Irrigation System	\$ 6,500.00
<u>PHASE 3</u>	
Construction Phase - Field Staking And Construction Observation Phase at: approx. 10 visits.	\$ 12,500.00
<u>PHASE 4</u>	
As Built Documentation – Main lines and Pump Station	\$ 5,500.00
As Built Documentation – Irrigation System	\$ 8,750.00
System Programming/Initial data base entry	\$ 7,500.00

VI. TERMS

Consultant shall invoice Owner for the design development and construction documents at the completion of each phase in the amounts and in the sequence as described under FEES.

Invoices are due and payable within 30 days of receipt. Accounts exceeding 45 days without prior approval will be charged 1% per month late charge.

This Agreement may be terminated by Owner or Consultant upon 10 days' prior written notice to the other. Should the project have change in Superintendent, which leads to change in Consultant for no

professional cause, the Consultant shall be paid for the services equaling 50% of the total agreed fees. All documentation re-imbursed for specific to this project will remain the property of the Owner.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Michigan. This Agreement may be executed in counterparts that together shall constitute a single instrument.


VII. REIMBURSABLE EXPENSES

The following reimbursable items are not included in the fee and are to be billed at the end of each month:

1. Outside consultant services when required (with Owner's prior written approval).
2. Reproduction cost for printing documents for bidding. Reimbursement will be at Consultant's cost x 1.1 multiplier. Estimated cost for documents for bidding would be \$20-\$25 per set.

ACCEPTED:

City of Birmingham-Springdale Golf Course
Date _____



Date 3-23-23
Michael Kuhn & Associates, Inc.
Michael Kuhn, President

ATTACHMENT B

**VENDOR CERTIFICATION THAT IT
IS NOT AN
"IRAN LINKED BUSINESS"**

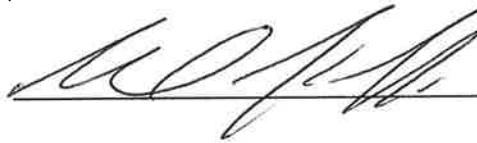
Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL*

129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Michael Kuhn & Associates, Inc
Street Address	2352 Dorchester Rd.
City	Birmingham
State, Zip	Michigan, 48009
Corporate I.D. Number / State	38-2689843 /Michigan
Taxpayer I.D. #	38-2689843

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

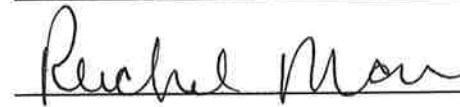
Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Michael J Kuhn Jr

Witness Signature:



Printed Name of Witness:

Rachel Mann



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whims Insurance Agency 322 Main Street Suite 200 Rochester MI 48307	CONTACT NAME: Christy Palazzoni	PHONE (A/C, No, Ext): (248) 651-7321	FAX (A/C, No): (248) 651-3992
	E-MAIL ADDRESS: Cpalazzoni@whimsinsurance.com		
INSURED Michael Kuhn & Associates Inc 2352 Dorchester Rd Birmingham MI 48009	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : Hartford Insurance Company of the Midwest		37478
	INSURER C : Hartford		914
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: CL2332329557 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ECP 0374091	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 CYRFP \$ 25,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		EBA 0374091	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Funeral expense \$ 1,750
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			ECP 0374091	03/01/2022	03/01/2025	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	35WECBG9850	10/14/2022	10/14/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			35 OH 0480943-22	12/15/2022	12/15/2023	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage as defined in policies. 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 employess and volunteers therof.

CERTIFICATE HOLDER

City of Birmingham
P.O. Box 3001
Birmingham MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

ENGINEERING DEPARTMENT

DATE: June 5, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Brown Street Paving Project
DTE Energy Street Light Agreement

INTRODUCTION:

Portions of Brown Street from S. Old Woodward to Woodward Ave. requires the removal and replacement of pedestrian and street lights. In order to complete the removal of existing lighting and install new lighting, the City must enter into an agreement with DTE Energy for these services to be provided.

BACKGROUND:

The Brown Street Paving Project will include reducing one lane of eastbound Brown Street east of S. Old Woodward Ave, and the removal of the existing sidewalk, some City trees, parking meters, and pedestrian and street lights. A total of thirteen (13) existing street lights will be removed within the project areas and in their place, a total of seventeen (17) street lights will be installed. The seventeen (17) new street lights include:

 Pedestrian Lighting: Install (12) 68w LED Special Order Material luminaires, (10) salvaged posts, and (2) new Special Order Material posts (No GFIs) on concrete foundations. Materials to have Birmingham Green finish.

 Crosswalk Lighting: Install (5) Special Order Material MetroScape 135w LED pendant luminaires with (5) Special Order Material bracket arms on (5) Special Order Material posts on concrete foundations. Materials to have Birmingham Green finish

As similar with the S. Old Woodward project, the streetlights will not have electrical outlets.

LEGAL REVIEW:

In accordance with other DTE Street Lighting projects, the attached standard form agreement prepared by DTE Energy Co. has been reviewed by the City Attorney's office, and has been approved.

FISCAL IMPACT:

The cost being charged to the City for the installation of these pedestrian and street lights is \$134,424.79. The City will be responsible for this cost, based on the fact that these properties were assessed for the lighting upgrade many years ago, and the replacement is considered

maintenance at this time. A budget amendment is required as this project was not budgeted for in the 2022/2023 fiscal year:

Fund Account	Account Number	Total
General Fund	101.0-448.000-981.0100	\$134,424.79

The new light fixtures being installed will be LED lighting and will reduce the City's monthly lighting bill.

PUBLIC COMMUNICATIONS:

The Engineering Department held a property owner meeting on Thursday, March 23, 2023, to discuss the project, traffic access during construction, and special assessment. Property owners received the required notification for the sidewalk and streetscape special assessment district. Communication with property owners in the project area will be included in the general project announcement.

SUMMARY:

It is recommended that the Commission authorize the Mayor to sign the attached Agreement for Municipal Street Lighting presented by DTE Energy relative to the Brown Street Paving Project. All costs relative to this agreement will be charged to the Public Improvements Fund – 101.0-448.000-981.0100.

ATTACHMENTS:

- DTE Letter and Purchase Agreement (6 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the DTE Master Street Lighting Agreement for the removal of existing lighting and installation of the planned new lighting for the Brown Street Paving Project. In addition, to authorize the Mayor to sign the agreement on behalf of the City. Funding for this project is from account 101.0-448.000-981.0100.

To approve the appropriation and amendment of the fiscal year 2022/2023 budget as follows:

General Fund:

Revenues:		
101.0-000.000-400.0000	Draw from Fund Balance	<u>\$134,430</u>
Total Revenue		<u>\$134,430</u>
Expenditures:		
101.0-448.000-981.0100	Public Improvement	<u>\$134,430</u>
Total Expenses		<u>\$134,430</u>



May 22, 2023

City of Birmingham
151 Martin St
Birmingham, MI 48009

Re: DTE Street Lighting: E. Brown

Attached is the Purchase Agreement for the street lighting associated with the E. Brown Project. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$134,424.79** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 22, 2023 between DTE Electric Company ("Company") and the City of Birmingham ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 4, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	68346190	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	E. Brown between Old Woodward Ave and Woodward Ave, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	17	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><u>Pedestrian Lighting:</u> Install (12) 68w LED Special Order Material luminaires, (10) salvaged posts and (2) new Special Order Material posts (No GFIs) on concrete foundations. Materials to have Birmingham Green finish.</p> <p><u>Crosswalk Lighting:</u> Install (5) Special Order Material MetroScape 135w LED pendant luminaires with (5) Special Order Material bracket arms on (5) Special Order Material posts on concrete foundations. Materials to have Birmingham Green finish.</p> <p>Remove (13) existing poles and fixtures. City contractor to remove (8) foundations.</p>	
5. Estimated Total Annual Lamp Charges	\$5,288.95	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$150,291.64
	Revenue credit:	\$15,866.85
	CIAC Amount (cost minus revenue)	\$134,424.79
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$134,424.79	
10. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual	

<p>Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below:</p> <p>Post Charge Option <input type="checkbox"/></p> <p>Finance Option <input type="checkbox"/></p>	<p>written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge “box” is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>
<p>11. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If “No”, Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p>_____ </p>
<p>12. Customer Address for Notices:</p>	<p>City of Birmingham 151 Martin Street Birmingham, MI 48009</p>

13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 2 Pedestrian post/light assemblies and 1 Crosswalk post/light/arm assemblies and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at City of Birmingham DPS 851 S. Eton St. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: Scott Zielinski Title: DPS Director

Phone Number: 248.530.1702 Email: szielinski@bhamgov.org

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective November 25, 2022 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$79.44**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.79%) times the contribution amount in lieu of the cash contribution.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Date: _____

Customer:

City of Birmingham

By: _____

Name: _____

Title: _____

Date: _____

 SIGN HERE

Attachment 1 to Purchase Agreement
Map of Location

[To be attached]



MEMORANDUM

City Clerk's Office

DATE: June 5, 2023

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application - 2023 BSD Birmingham Cruise Event

INTRODUCTION:

The Birmingham Shopping District (BSD) has submitted a special event application to hold the 2023 Birmingham Cruise Event on Saturday, August 19, 2023. Set up for the event is scheduled to begin at 7 a.m. on August 17, 2023 in the grassy areas and at 7 a.m. on August 18, 2023 in the rest of the site. The event begins August 19, 2023 at 9 a.m. and concludes at 8 p.m. Teardown is scheduled on August 19, 2023 from 5 to 7 p.m. on city streets north of Haynes, and conclude from Haynes to Lincoln by noon on August 20, 2023.

BACKGROUND:

The necessary departments reviewed the proposed event details submitted in the application, and departments provided feedback on requirements and estimated costs. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

The 2023 Birmingham Cruise event will return to its full footprint after the pandemic and the 2022 South Old Woodward reconstruction forced changes in its size and location in recent years. The 2023 event will take place on the following streets:

- Old Woodward from Maple to Lincoln
- Brown Street from the Pierce parking structure entrance to Peabody Street
- Merrill Street from Old Woodward to the Pierce parking structure

The event site boundary includes frontage along Woodward Avenue and portions of Frank, Bowers and Haynes between Old Woodward and Woodward Avenue, as well as Landon Street from Old Woodward to Ann Street.

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

- | | | |
|------------------------|--------------------|---------------|
| • Farmers Market | Sundays in August | Parking Lot 6 |
| • In the Park Concerts | Wednesday evenings | Shain Park |
| • Movie Night | Friday, August 11 | Booth Park |

LEGAL REVIEW:

No legal review required

FISCAL IMPACT:

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

PUBLIC COMMUNICATIONS:

The BSD notified residents and businesses about the details of this event by letter mailed more than two weeks prior to the Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:

The City Commission is being asked to approve a special event permit for the 2023 Birmingham Cruise Event to be held August 19, 2023, from 9 a.m. to 8 p.m., with set up August 17 and 18 beginning at 7 a.m. both days. Teardown will begin August 19 at 5 p.m. and conclude by noon on August 20, 2023.

ATTACHMENTS:

1. Special event application
2. Notification postcard with map of event area distributed to residents/businesses within 300 feet of the event area dated May 18. Notification addresses are on file in the Clerk's Office.
3. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the 2023 Birmingham Cruise Event on August 19, 2023, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

**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**

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

(Please print clearly or type)

Date of Application May 8, 2023

Name of Event Birmingham Cruise Event

Detailed Description of Event (attach additional sheet if necessary) _____

Car show and cruise with related activities and entertainment

Location Old Woodward from Maple to Lincoln and Brown St. from Pierce parking structure entrance to Peabody St. and Merrill from Old Woodward to the parking structure entrance. Boundary includes frontage along Woodward Ave. and portions of Frank, Bowers and Haynes between Old Woodward and Woodward Ave. Landon from Old Woodward to Ann will also be used.

Date(s) of Event August 19, 2023 Hours of Event 9 a.m. - 5 p.m., sponsor display 9 a.m. - 8 p.m.

Date(s) of Set-up August 18, 2023 (grassy area 8/17) Hours of Set-up beginning at 7 a.m.

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

Date(s) of Tear-down day of event/sponsor display 8/20 Hours of Tear-down city streets north of Haynes 5-7 p.m. Haynes to Lincoln complete by noon on 8/20

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District
(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.) Chevy, WOMC, others TBD

3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** _____
We invite non-profits to sell water to raise funds in our event area.

4. Is the event a fundraiser? YES NO
List beneficiary _____
List expected income _____ Attach information about the beneficiary.

5. First time event in Birmingham? YES NO
If no, describe This is an annual event.

6. Total number of people expected to attend per day 50,000-75,000

7. The event will be held on the following City property: (Please list)
 Street(s) S. Old Woodward and Brown, portions of Merrill, Frank, Bowers, Haynes, and Landon
 Sidewalk(s) _____
 Park(s) _____

8. Will street closures be required? YES NO

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

What parking arrangements will be necessary to accommodate attendance?

Describe City parking structures

9. 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 BSD event staff will be on-site throughout the event as well as trained volunteers

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

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

Describe We would like police officers on-site during the event to help with crowd control and security.

We would also like to have paramedics on-site for medical safety concerns. Dream Cruise
Detail officers will provide extra patrol.

11. Will alcoholic beverages be served? YES NO

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

12. Will music be provided? YES NO

X Live X Amplification X Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 8 p.m.

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

13. Will there be signage in the area of the event? YES NO
 Number of signs/banners TBD - in sponsor areas, we will get appropriate permits
 Size of signs/banners _____
 Submit a photo/drawing of the sign(s). **A sign permit is required.**

14. Will food/beverages/merchandise be sold? YES NO
- Peddler/vendor permits must be submitted to the Clerk’s Office, **at least two weeks prior to the event.**
 - 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?
Franks, etc. - tentative	hot dogs, etc	no	no
Let's Pop - tentative	lemonade	no	no
Harold's Italian Ice - tentative	Italian Ice	no	no
TBD			

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.

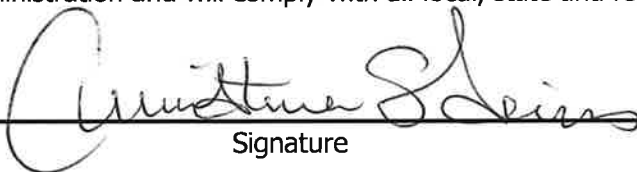
TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	BSD - one 10'x10' sponsors TBD	
Portable Toilets	16	12 reg & 4 handicap
Rides	n/a	
Displays	50+	varying sizes
Vendors	5-10	various sizes
Temporary Structure (must attach a photo)	TBD - sponsors will submit plans to building department for permits	
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Cruise Event
EVENT DATE August 19, 2023

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.

 5-12-23
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

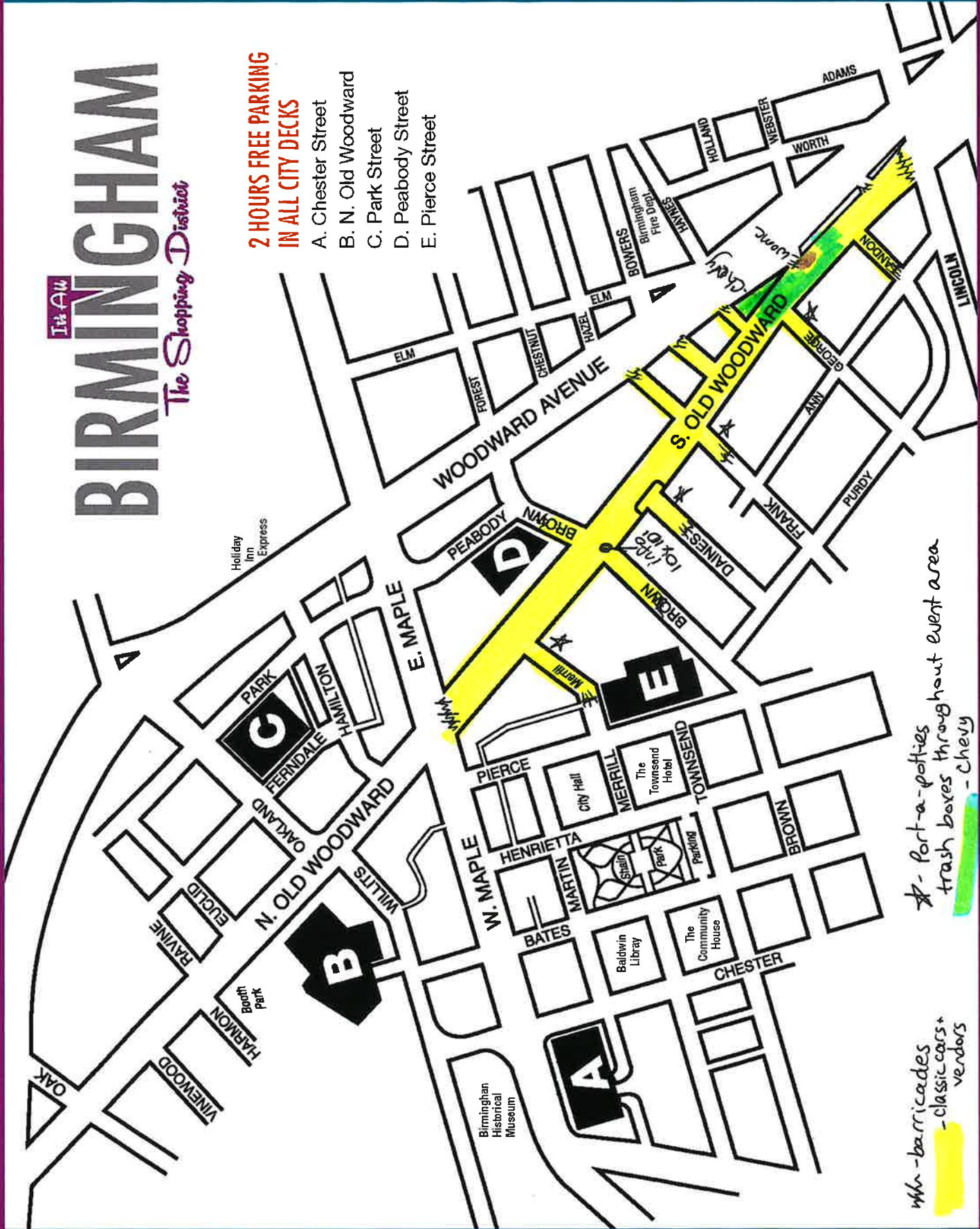
- Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)
- Attach a copy of the proposed letter to this application. The letter will be reviewed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

It's All BIRMINGHAM

The Shopping District

**2 HOURS FREE PARKING
IN ALL CITY DECKS**

- A. Chester Street
- B. N. Old Woodward
- C. Park Street
- D. Peabody Street
- E. Pierce Street



* - Part-a-polities
trash boxes throughout event area
- Chevy

Wm - barricades
- classic cars + vendors

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009



US POSTAGETM PITNEY BOWES

ZIP 48009 \$ 000.48⁰
02 1W
0001404691 MAY 18 2023

**BIRMINGHAM CRUISE EVENT
2023**



1936230004
VILLAGE PLAYERS

PO BOX 172
BIRMINGHAM, MI 48012

SPECIAL EVENT REQUEST NOTIFICATION

May 17, 2023

TO: Property Owners and Business Owners

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

NAME OF EVENT: Birmingham Cruise Event

LOCATION: S. Old Woodward from Lincoln to Maple, portions of Merrill, Brown, Daines, Hazel, Frank, Bowers, Haynes and Landon that are adjacent to S. Old Woodward

DATE/TIME: Saturday, August 19, 2023 from 9 a.m. to 8 p.m.

DATE OF CITY COMMISSION MEETING: Monday, June 5, 2023 7:30 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655079760. 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.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin Street, Birmingham
PHONE: 248-530-1200

For questions on day of event, contact BSD Events Mgr, Jaiml Brook at 248-508-5518



michigan municipal league

Liability & Property Pool

updated policy will be submitted prior to the event

CERTIFICATE OF COVERAGE

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

Name and Address of Participant:

City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001444021	7/1/2023	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 6/2/2022

By: 
Authorized Representative

RECEIVED JUN 09 2022

DEPARTMENT APPROVALS

LICENSE NUMBER #23-00012199

NOTE TO STAFF: Please submit approval by 5/26/23

EVENT NAME: BSD Woodward Dream Cruise

COMMISSION HEARING DATE: June 5, 2023

DATE OF EVENT: 8/19/2023

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	TBC	No cost, no comment		\$0	
BUILDING 101.0-000.000.636.0005 248.530.1850	MJM	1. Tents and canopies over 400 sqf t. require permits. 2. Electrical, plumbing, and mechanical permits are required for generators, heaters, and water connections. Tents and canopies must be secured with weights, sand, or water ballast.		\$6,267.25	
FIRE 101.0-000.000-636.0004 248.530.1900	JS	Maintain fire lane where possible to 16 feet wide by 13'6" vertical (<i>exception made for bump outs and single lane on South Old Woodward as discussed where 14-15' is acceptable</i>). Established fire lane must remain clear at all times. Food trucks will be inspected, no gas or fuel cans will be permitted in festival area. Follow food truck vendor safety sheet. No cooking devices shall be used under tents without proper clearances. All extension cords shall use protective wire bridge to avoid direct contact from foot or vehicle traffic. Fire extinguishers required for tent or vehicle vendors size 3A:40: BC (5 lb, ABC) no exceptions. Follow food truck vendor safety sheet.	Inspection of food vendor trucks, carts, trailers, and tents.	\$7,000	

POLICE 101.0-000.000.636.0003 248.530.1870	RK	Officers to patrol event & barricades.		\$7,000	
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	CL 5/15/23	Roll off dumpsters at fire station for trash removal. Costs includes dumpsters, setup, staffing during event and cleanup.		\$15,000	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	Barricade for street closures. Signs for detours required.	Obstruction permit required	\$100	
SP+ PARKING	AF	No permits or special arrangements. All parking is at the normal rates and hours of operation.	None	\$0	\$0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event (8/4/23) Need to submit Hold Harmless Agreement	None	\$0	\$0
CLERK 101.0-000.000-614.0000 248.530.1803		Notification letters mailed 5/18/23. Notification addresses on file in the Clerk's Office.	Applications for special event vendor licenses must be submitted no later than 8/4/23.	\$165 pd	
				TOTAL DEPOSIT REQUIRED \$35,367.25	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund _____



MEMORANDUM

City Clerk's Office

DATE: May 30, 2023

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Proposed Amendments to the Rules of Procedure for the City Commission

INTRODUCTION:

As a result of the May 8, 2023 City Commission Workshop regarding Process for Selecting a Mayor and Mayor Pro Tem, amendments to the Rules of Procedure for the City Commission are being proposed by city staff.

BACKGROUND:

At the regular City Commission meeting of December 19, 2023 Mayor Pro Tem McLain moved to propose a workshop topic on Birmingham's Mayoral Selection Process. The City Commission discussed the workshop topic on May 8, 2023 and came to the consensus to amend the Rules of Procedure for the City Commission to prescribe holding a workshop before the City Commission's regularly held organizational meeting in November.

The purpose of this November workshop would be to openly discuss the merits of the City Commissioners who would be considered for the Mayor and Mayor Pro-Tem roles. The nominations and appointment of the Mayor and Mayor Pro Tem would take place as usual in the organizational part of the regular City Commission meeting in November that follows the workshop.

LEGAL REVIEW:

Legal review has no objections.

FISCAL IMPACT:

None.

PUBLIC COMMUNICATIONS:

City Commission meeting notices are posted in accordance with the Open Meetings Act. Agendas and supporting documents are also available for the public's review on the city's website. The public is welcome to make comment at City Commission meeting and is invited to comment on any motion on the table at a Commission meeting before the vote is called.

SUMMARY:

Based on direction from the City Commission, the City Manager assigned city staff to prepare the proposed amendments to the Rules of Procedure for the City Commission to consider. The proposed amendments provide for a workshop in November to discuss the merits of City Commissioners who could be appointed to the Mayor and Mayor Pro Tem roles in an open workshop meeting. The workshop would be scheduled to take place immediately before the regular organizational meeting of the City Commission where nominations and selection of the Mayor and Mayor Pro Tem takes place.

ATTACHMENTS:

- Redlined version of the Rules of Procedure for the City Commission
- Clean version of the Rules of Procedure for the City Commission
- [December 19, 2023 City Commission Regular Meeting Minutes](#)
- [May 8, 2023 December 19, 2023 City Commission Workshop Meeting Minutes](#)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the proposed amendments to the Rules of Procedure for the City Commission.



RULES OF PROCEDURE FOR THE CITY COMMISSION

Open Meetings

Regular meetings and special meetings of the Birmingham City Commission, which are normally held in the Commission Room of the Municipal Building, 151 Martin Street, shall be open to the public, in compliance with the Michigan Open Meetings Act.

It is the desire of the city commission to conclude all business not later than 11:00 PM. The commission will consider this goal during their deliberations.

Closed Sessions

All meetings of the Commission shall be open to the public and shall be held in a place available to the general public. A closed session, a meeting or part of a meeting that is closed to the public, may be called for the permissible purposes included in the Open Meetings Act (Act 267 of 1976 as amended). Examples of such purposes include personnel evaluation, collective bargaining, purchase or lease of real property, and pending litigation.

Agenda

The Commission Meeting Agenda, including minutes, warrants, correspondence and reports shall be distributed to the City Commission on or before the Friday prior to the meeting date. Agendas shall also be made available for public review in the City Clerk's Office and on the City website. Minutes shall not normally be read as part of the meeting.

Minutes

The minutes shall include the mandatory information as required by the Open Meetings Act 267 of 1976; Section 15.269. The minutes shall reflect an overview or brief summary of the subject matter and any Commission comments that may have had an effect on the outcome. Commission comments may include a summary in support or opposed and discussion which may be relevant for future reference.

The minutes shall include a participating citizen's name and position on an issue when there is public comment during the commission meeting in all of the following instances: (1) a public hearing, (2) an agenda item or (3) recognition of citizens in the audience.

Presiding Officer

On the second Monday of November annually, the City Commission shall meet at a special workshop prior to the regular City Commission meeting, in order to discuss the selection of one of its members to serve as Mayor, who shall be the presiding officer of the Commission. At the workshop, the City Commission will discuss the qualifications, characters, willingness and abilities of particular commissioners to serve as Mayor. At the regular meeting, the City Commission shall enter into a motion and vote as to the election of the Mayor.

The Mayor shall preside at all meetings of the City Commission, and be the Chief Executive head of the City and shall have other powers and perform other duties as are or may be imposed or authorized by the laws of the State, by the City Charter, or by the Commission. He or she shall be the conservator of the peace and may exercise within the City the powers conferred to suppress disorder. In the absence or disability of the Mayor, the Mayor Pro Tem shall preside. In the absence or disability of both the Mayor and the Mayor Pro Tem, the Commission shall elect one of its members to act as presiding officer.

The Mayor shall possess all the rights and powers of any other Commissioners; he or she shall not have the right of veto.

At the same workshop the City Commission shall discuss the qualifications, characters, willingness, and abilities to elect another member of the Commission as Mayor Pro Tem. At the regular meeting, the City Commission shall enter into a motion and vote as to the election of the Mayor Pro Tem, who in the absence or disability of the Mayor shall act in his or her stead and shall during the time of such absence or disability exercise all of the duties and possess all of the powers of the Mayor.

In the absence or disability of the Mayor Pro Tem, the City Commission may temporarily appoint one of its members to that office.

The Mayor and Mayor Pro Tem, as a member of the City Commission, shall have the right to vote on all matters before the Commission; however he or she shall not have the right to veto.

Conduct of Business

Commission Meetings shall be governed by the rules contained in the most recent edition of Robert's Rules of Order, Newly Revised in all instances in which they are applicable and not inconsistent with the statutes of the United States or the State of Michigan, or with the Charter or adopted of the City of Birmingham or these Rules of Procedure.

Commissioners should be recognized by the presiding officer before speaking.

Commissioners' Attendance at Boards and Committees

It is the decision of the Commission that to avoid the appearance of or a possibility of potential influence or duress upon appointees, or to avoid the possibility of violating the OMA, commissioners shall refrain from appearing at various boards and committees in person or with their names addressed upon remote attendance. Exceptions may occur upon presentation and vote of the entire Commission.

Voting

Birmingham's City Charter states that four members of the City Commission shall constitute a quorum; that the Commission shall act only by ordinance or resolution, that is, an official action in the form of a motion; and that a minimum of four votes shall be required to adopt any such motion.

For all Boards, Commissions or Committees appointed by the City Commission the minimum number of votes shall be the same as the quorum number for that body. State statute, City of Birmingham Charter or ordinance may require a larger number of affirmative votes to approve certain actions for either the City Commission or appointed Boards.

The City Commission may take action on any motion either by voice or by roll-call vote. A roll-call vote shall be taken if requested by any Commissioner, the City Clerk, or any member of the public in attendance.

A motion may be amended or modified by combining the original motion and the modifications in one motion, provided all City Commission Members agree to include the "friendly amendment" in the original motion.

A Commission member may abstain from voting on a motion if he or she: 1) has a

conflict of interest; or 2) lacks sufficient information about the issue to be decided. Any Commissioner who abstains from voting on a motion shall state, for the record, at the outset of the discussion both his or her intention to abstain and reason for doing so. Should the need to abstain become clear during discussion, the member shall state his or her intention at that time. The Commissioner shall then be prohibited from participating in any further discussion or debate on the issue.

After a motion has been voted upon, any Commissioner who voted on the prevailing side may move to "reconsider" said motion at the same meeting, or at the next regularly scheduled meeting, provided no action has been taken as a result of the previous vote.

General consent or consensus (in lieu of a motion) may be used to give direction. In this case, the minutes shall indicate that a majority consented.

Citizen Participation

During any City Commission meeting, any person may question or comment upon any specific agenda item at the time the City Commission considers that item.

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If any person becomes loud or unruly, the presiding officer may rule that person out of order and may forfeit that person's opportunity to speak further. A person may also be expelled from the meeting for breach of the peace.

Commission Vacancies

If a vacancy occurs on the City Commission, it shall be filled by a vote of the remaining Commissioners (not including the member who is vacating his or her seat). The vote to fill a vacancy shall be taken during a public meeting held within the time prescribed by State Law. Candidates for a vacant seat need not have previously served on, nor

sought election to, the Commission.

The person selected to fill a vacancy shall serve only until the next following general election, at which time any remaining unexpired term shall be filled by the voters.

Appointment Procedures

No member of the City Commission shall serve on any Board of the City of Birmingham, except the Retirement System, unless membership is required by Michigan Statute or the Birmingham City Charter.

When the City Commission desires to fill a vacancy on an appointed City of Birmingham Board, Commission or Committee, the City Clerk shall give notice to the public by publishing the intent to fill the vacancy on the City website.

If the number of persons nominated for appointment to a City Board, Commission or Committee does not exceed the number of positions to be filled, the City Commission may use a voice vote. If the number of nominations exceeds the number of positions to be filled, nominees shall be voted upon in the order in which they were nominated, either by voice or by roll-call vote.

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Requests for members of the City Commission to serve on non-city bodies shall be given to the Mayor, who shall make such information available to all Commissioners. Members shall indicate their interest in such positions to the Mayor and the appointment shall officially be made at a public meeting.

Amendment or Suspension of the Rules of Procedure

These rules may be changed at any meeting of the City Commission by a majority vote with notice at the previous meeting or by a 2/3 vote (5) without notice.

Drafted by Eleanor A. Siewert, Birmingham City Commissioner - June, 1991

Revised June 28, 2004, April 8, 2013, August 26, 2013, December 13, 2021, May 18, 2023



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Drafted by Eleanor A. Siewert, Birmingham City Commissioner - June, 1991

Revised June 28, 2004, April 8, 2013, August 26, 2013, December 13, 2021, May 18, 2023



MEMORANDUM

City Clerk's Office

DATE: May 25, 2023
TO: Thomas M. Markus, City Manager
FROM: Alexandria Bingham, City Clerk
SUBJECT: Minutes from May 8, 2023

INTRODUCTION:

The City Clerk submitted the draft minutes of the May 8, 2023 City Commission meeting for approval under item C of the consent agenda at the May 22, 2023 City Commission meeting.

Commissioner Host then pulled item C of the consent agenda.

The minutes are being presented again for approval based on the findings of the City Clerk.

BACKGROUND:

Commissioner Host's motion on May 22, 2023 to approve the May 8, 2023 minutes was contingent upon including the word 'urgent' in his original motion language regarding adding Woodward noise as a topic for Commission discussion on items from a prior meeting. Altering the verbiage of a motion in the minutes after it has been voted on is not a best practice and could have serious implications that affect the organization.

Transcription from May 22, 2023 – The following are all direct quotes

15:32 - Commissioner Host: Those are the minutes of May 8th and at 2:13:19 I mentioned the word urgent seconded by Commissioner Baller on the leaf blower item, I considered it urgent and then we discussed it and we agreed that it was urgent. 2:19:19 Pierre mentioned that it was urgent and on 2:20:04 When I was bringing up the Woodward noise I said that this is even more urgent and everybody nodded their heads, and at 2:21:20 the mayor agrees. And the motion is that I would like the word urgent put in on page 10 with regard to the Woodward noise.

16:42 – City Clerk Bingham: We can go back and take a look and make that correction. The correction I wanted to note is that our meeting adjourned at 9:25 p.m. not a.m.

16:54 – Mayor Longe: So, Commissioner Host with those changes would you like to make the motion?

17:05 - Commissioner Host: Um, yeah, as long as I have the word urgent in there I'd love to accept Item C, the resolution to approve the Commission minutes of May 8, 2023.

17:10 – Commissioner Haig: Second

17:17 – City Clerk Bingham called the roll, all 7 members of the City Commission voted yes.

Transcription from May 8, 2023 – The following are all direct quotes

2:11:25 - Commissioner Host: We should at least address leaf blowing and as an official agenda item to see if we can put some parameters on the leaf blowers.

2:11:39 - Commissioner Baller: Is that a motion?

2:11:40 - Commissioner Host: Yeah, that's a motion.

2:11:41 - Commissioner Baller: Second.

2:19:57 - Voice vote occurred, motion passed.

2:20:00 - Commissioner Host: A second one and this is even more urgent.

2:20:08 - Commissioner Host: We obviously have a noise problem on Woodward. We could have plenty of people coming here during public comment if you want to talk about what's going on out there, its worse than ever, and as such I think, we need to lobby the state and we need to push our representatives to try to help the speeding and the noise that's coming from Woodward but the reason I'm bringing it up is that its worse than ever and I know people who've lived here at least 20 years that are ready to leave town, they are looking at houses outside of Birmingham, the point being approximately 30% of us are living somewhat on big Woodward and the noise is unbelievable this year and I think we should have that as an agenda item

2:21:13 Second by Commissioner McLain

2:21:36 Voice vote occurred, motion passed.

After an examination of the above transcripts, the City Clerk has gathered some highlights below from credible resources to assist the City Commission and City Staff going forward.

Points to consider from the Michigan Municipal League – Meetings: Agendas and Minutes – A handbook for municipal officials

- Minutes are required under Michigan’s Open Meetings Act (OMA). Minutes are recorded to provide an accurate, written history of the proceedings of a council, board, commission, or committee meeting. Specifically, under section 9(1) of the OMA, the record must include those official actions taken by the group of persons legally charged with conducting the business of the organization.
- The only action that must be recorded in the minutes is when a motion is made, seconded, and voted upon in some way.
- The highlights of the discussion after a motion has been made and seconded do not have to be recorded.
- The record should reflect what was said without bias, prejudice, or opinion of the recorder. Retaining objectivity is probably the most difficult part of taking minutes.

The Rules of Procedure adopted by the City Commission prescribes that Commission Meetings shall be governed by the rules contained in the most recent edition of Robert’s Rules of Order, Newly Revised in all instances in which they are applicable and not inconsistent with the statutes of the United States or the State of Michigan, or with the Charter or resolution of the City of Birmingham or the established Rules of Procedure.

Points to consider from Robert’s Rules of Order Newly Revised, 12th Edition

- A motion is brought before the floor in a three step process
 1. The chair gives the floor to a member who makes a motion
 2. Another member seconds the motion
 3. The chair states the motion on the floor
- If a resolution or motion is long and complicated it should be prepared in advance of the meeting; if possible; and should be put into writing before it is offered. The mover should then pass their written motion to the chair as soon as it has been offered.
- If a motion is offered in wording that is not clear or that requires smoothing before it can be recorded in the minutes, it is the duty of the chair to see that the motion is put into suitable form – preserving the content to satisfaction of the mover – before the question is stated.

Synopsis

- The motion made by Commissioner Host on May 8, 2023 regarding the noise on Woodward was complicated and unclear and therefore the clerk and transcriptionist attempted to paraphrase the motion.

Transcribed Language	Paraphrased Language
We obviously have a noise problem on Woodward. We could have plenty of people coming here during public comment if you want to talk about what's going on out there, its worse than ever, and as such I think, we need to lobby the state and we need to push our representatives to try to help the speeding and the noise that's coming from Woodward but the reason I'm bringing it up is that its worse than ever and I know people who've lived here at least 20 years that are ready to leave town, they are looking at houses outside of Birmingham, the point being approximately 30% of us are living somewhat on big Woodward and the noise is unbelievable this year and I think we should have that as an agenda item.	To discuss decreasing the noise from Woodward as an agenda item.

- At the City Commission meeting of May 22, 2023, Commissioner Host's motion to approve the minutes of May 8, 2023 was contingent upon including the word "urgent" in the paraphrased motion presented by city staff.
- Therefore, the minutes of May 8, 2023 are being presented again on June 5, 2023 for approval, which is now the direct quote of Commissioner Host from the May 8, 2023 meeting.

LEGAL REVIEW:

Legal review has no objections.

FISCAL IMPACT:

None.

PUBLIC COMMUNICATIONS:

City Commission meeting notices are posted in accordance with the Open Meetings Act. Agendas and supporting documents are also available for the public's review on the city's website. The public is welcome to make comment at City Commission meeting and is invited to comment on any motion on the table at a Commission meeting before the vote is called.

SUMMARY:

The Commissioners are advised to clarify any motion that is unclear at the time the motion is being offered and before the motion is voted on. The Mayor should be able to repeat the motion on the floor after it has been seconded to affirm that it is clear to the public body as a whole. The City Clerk, City Attorney, or City Manager may also intervene if necessary to ensure all motions being presented are clear.

Additionally the City Commission is being asked to approve the revised draft minutes of May 8, 2023.

ATTACHMENTS:

- Revised draft minutes of May 8, 2023.
- [Michigan Municipal League – Meetings: Agendas and Minutes – A handbook for municipal officials](#)

RESOURCES:

- Robert, H. M., III, Honemann, D. H., & Balch, T. J. (2020). *Robert's Rules of Order Newly Revised, 12th edition*. PublicAffairs.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the revised draft City Commission meeting minutes of May 8, 2023.

Birmingham City Commission Minutes

May 8, 2023

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/822337549>

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 Markus; City Clerk Bingham, Assistant Director of Engineering Borton, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Ecker, Parking Services Manager Ford, Finance Director Gerber, City Attorney Kucharek, Parks and Recreation Manager Laird, Department of Public Services Director Zielinski

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

Announcements

- Proclamation Celebrating May as Jewish-American Heritage Month
- On May 1, 2023, Mayor Longe recognized 33 high school and middle school students who performed community service as members of the Birmingham Youth Assistance Youth in Service Program. These students set an excellent example for their peers, and they are appreciated for their contributions to the community.
- The DPS Open House will be on Saturday, May 13, 2023, from 10 a.m. to 2 p.m. at the Public Services facility at 851 S. Eton. The event promises to be a day of family fun, offering visitors the opportunity to meet City staff, view equipment displays, and peruse informational and educational exhibits. In addition, hot dogs and refreshments will be available to enjoy.
- The 2023 Celebrate Birmingham Parade and Party will be held on Sunday, May 21, 2023 beginning with the Parade at 1 pm on N. Old Woodward near Booth Park and concluding in Shain Park, where there will be a celebration with entertainment and family-friendly activities. The festivities in Shain Park will come to a close at 4 p.m.

Appointments

Jane Hoffman was interviewed for, but not appointed to, the Parks and Recreation Board. Commissioners Host and Haig encouraged Ms. Hoffman to consider submitting an application for another board position.

05-098-23 Appointment to the Board of Building Trades Appeals

Victor Saroki was interviewed by the Commission for the appointment.

MOTION: Nomination by MPT Boutros:

To appoint Victor Saroki to the Board of Building Trades Appeals as a regular member to serve the remainder of a three-year term to expire May 23, 2025.

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

Nays, None

05-099-23 Appointment to the Board of Building Trades Appeals

Bradley H. Klein was interviewed by the Commission for the appointment.

MOTION: Nomination by Commissioner Host:

To appoint Bradley H. Klein to the Board of Building Trades Appeals as a regular member to serve a three-year term to expire May 23, 2025.

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

Nays, None

05-100-23 Appointment to the Brownfield Redevelopment Authority

The Mayor noted that while Robert Runco was not present for an interview, he had served on the Board since 2005.

MOTION: Nomination by Commissioner Host, seconded by Commissioner Boutros:

To concur with the Mayor’s appointment of Robert Runco as a regular member to the Brownfield Redevelopment Authority to serve a three-year term to expire May 23, 2026.

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

Nays, None

The Mayor noted for the public that the Brownfield Redevelopment Authority had additional openings.

05-101-23 Appointment to the Parks and Recreation Board

Jessica Einstein was interviewed by the Commission for the appointment.

MOTION: Nomination by Commissioner Baller:
To appoint Jessica Einstein the Parks and Recreation Board as an alternate member to serve the remainder of a three-year term to expire March 13, 2025

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

Nays, None

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

Employee Recognition

1. Assistant Director of Engineering – Cory Borton

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

V. CONSENT AGENDA

05-102-23 Consent Agenda

The following items were pulled from the Consent Agenda:
Commissioner Baller: Item E – Agreement with Birmingham Little League

MOTION: Motion by Commissioner Boutros, seconded by MPT McLain:
To approve the Consent Agenda excluding Item E.

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

Nays, None

- A. Resolution to approve the City Commission regular meeting minutes of April 24, 2023.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 26, 2023 in the amount of \$420,133.99.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 4, 2023 in the amount of \$577,736.42.
- D. Resolution to set a public hearing date of June 5, 2023 for the proposed lot combination of 36877 Woodward Ave, Gasow Veterinary Clinic, Parcel ID #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.
- F. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Old Woodward Ventures, LLC to approve the request of Lawrence and Eunice's Living Trusts to transfer the membership of Old Woodward Ventures, LLC which is owned by Lawrence Bongiovanni, Trust, Kara Bongiovanni Trustee 50% and Eunice Bongiovanni, Trust Kara Bongiovanni Trustee 50%, which holds the Class C and SDM License with Sunday Sales (PM) and Outdoor Service Area located at 525 N Old Woodward, Birmingham, Oakland County, MI to 33.34% Kara Bongiovanni Living Trust, 33.33% Lawrence and Amy Bongiovanni Living Trust and 33.33% Joseph Bongiovanni.
- G. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Birmingham Ventures, Inc. to approve the request Eunice's Living Trusts to transfer the stock of Birmingham Ventures, Inc. which the stock is currently held by Eunice Bongiovanni, Living Trust Kara Bongiovanni Trustee, which holds the Class C and SDM License with Sunday Sales (PM) and Outdoor Service Area located at 505 N Old Woodward, Birmingham, Oakland County, MI to Kara Bongiovanni Living Trust, 170 shares, Lawrence and Amy Bongiovanni Living Trust 170 shares and Joseph Bongiovanni 170 shares.
- H. Resolution to approve the Intergovernmental Agreement between the City of Birmingham, the City of Auburn Hills, Bloomfield Township and the City of Rochester to establish a regional youth academy for residents and students of the four communities. Furthermore, to authorize the Chief of Police to sign the agreement on behalf of the City of Birmingham and the Birmingham Police Department.

- I. Resolution to approve the Program Year 2023 High Intensity Drug Trafficking Area (HIDTA) sub recipient agreement between the County of Oakland and the City of Birmingham. Further, to authorize the Mayor to sign the agreement on behalf of the City.
- J. Resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustee for the fiscal year starting July 1, 2023.
- K. Resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2023.
- L. Resolution to accept the resignation of Jane Schulak from the Public Arts Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.

05-103-23 Agreement with Birmingham Little League (Item E)

In reply to Commission inquiry, PRM Laird and CM Markus answered brief informational questions about the proposed electrical outlets for the existing dugout storage areas and the proposed shade coverings.

Commissioner Baller said it might matter in the future which entity owned the shade coverings.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Haig: To approve the Agreement with Birmingham Little League. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

05-104-23 Brown Street Paving Hearing of Necessity for Sidewalk and Streetscape Special Assessment District (SAD)

The Mayor opened the public hearing at 7:58 p.m.

The Mayor disclosed that her spouse has a landlord at an unaffected location who also owns a property in this potential SAD. The Mayor stated she consulted with the City Attorney regarding the matter and was advised there was no conflict of interest because this represented no financial benefit or detriment to the Mayor or her spouse.

CE Coatta presented the item.

Public Comment

Steve Simona, on behalf of Woodward Brown Associates, said the GIS information was inconsistent with the frontage numbers in the packet. He said it would have been beneficial to do some improvements to the center island as part of the project.

CM Markus noted that the State has jurisdiction over the center island and would be making some improvements to it.

CE Coatta confirmed she would verify frontages with the Treasurer and Finance Departments.

CM Markus stated that the frontages would be confirmed at the hearing of confirmation, which would be the next hearing regarding the project.

Seeing no further public comment, the Mayor closed the public hearing at 8:08 p.m.

CE Coatta, CM Markus, and ACM Ecker answered informational questions from the Commission.

The Mayor noted this project was the result of a City effort to address a health, safety, and welfare issue at this intersection.

Commissioner Host noted that the report should have referenced the Peabody parking structure rather than the Chester parking structure.

Commissioner Haig noted that parcels 08-19-36-207-014 and 08-19-36-207-015 should be consistently referenced throughout the project's documentation.

MOTION: Motion by Commissioner Host, seconded by Commissioner Haig:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined to proceed with the project of replacing sidewalks, reconfiguring roadway, and street scape on Brown Street from S. Old Woodward to Woodward Ave.; and

WHEREAS, The City has previously established a policy requiring replacement or improvement of sidewalks and street scape when the City street is open for repairs or reconstruction in the Central Business District; and

WHEREAS, The City Commission, after the public hearing, has determined that the Brown Street Paving Project is a necessity and is in the best interest of the City; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Formal bids have been received and the actual cost for sidewalk and streetscape has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sidewalk and streetscape located within the limits of the following streets shall be installed as part of the Brown Street Paving Project (Contract #5-23(P)):

Brown Street – S. Old Woodward to Woodward Ave.; and

WHEREAS, The formula used in making the assessment is 75% of the contractor’s charge for replacing sidewalks, reconfiguring roadway, and street scape (calculated at the rate of \$853.68 per foot of frontage property).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will be benefit the properties listed in the assessment roll, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the Commission for confirmation and further set a Public Hearing and give notice on May 22, 2023.

Parcel ID	Street Address	Parcel ID	Street Address
08-19-36-208-015	325 S Old Woodward	08-19-36-206-021	255 S Old Woodward
08-19-36-208-016	355 S Old Woodward	08-19-36-207-010	34901 Woodward
08-19-36-208-004	34745 Woodward	08-19-36-206-024	Peabody Parking Structure
08-19-36-207-014	34901 Woodward	08-19-36-207-015	34901 Woodward
08-19-36-206-023	Alley		

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

Nays, None

05-105-23 2023-2024 Budget Appropriations Resolution

FD Gerber presented the item.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Haig:
 To adopt the budget appropriations resolution for the City of Birmingham’s budget and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

Commissioner Host said he was concerned about the extra half a million dollars for the 48th District Court.

FD Gerber explained how the costs and revenues allocated to the City by the 48th District Court would change as a result of the recent shift in the funding units.

CM Markus noted that was an expected change.

Commissioner Haig emphasized the importance of value engineering the functions of the 48th District Court. He asked whether anyone at the City could help support those efforts.

CM Markus recommended that funding units and other interested parties get involved early on in the 48th District Court's annual budgeting process.

ACM Ecker noted that FD Gerber participated towards the end of the 48th District Court's most recent budgeting process.

The Mayor said the Commission would trust ACM Ecker to advocate for Birmingham and the other funding units to be involved early on in the 48th District Court's annual budgeting process.

MPT McLain noted for the public that 'ad valorem' means 'of assessed value'.

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

Nays, None

05-106-23 Monthly Parking Rate Increase

PSM Ford and CM Markus presented the item. PSM Ford answered informational questions from the Commission.

Commissioner comments on the item were as follows:

- The permit rate increases were quite reasonable;
- The permit rates should be reevaluated yearly; and,
- Increasing the rates at different garages according to demand aligns with the Nelson Nygaard parking recommendations.

Commissioners also commented on how the parking system should be run, that the Commission should hold a workshop on the parking system, that the parking garages' new entry and exit machines were beneficial and well-received, that the parking system needs to be future proofed, and that additional revenue streams for the parking garages should be explored.

MOTION: Motion by Commissioner Boutros, seconded by Commissioner Host:
To amend the Birmingham Fee Schedule to increase the rate for monthly parking at the City's five parking garages from \$50 to \$70 at the Chester St. garage, from \$70 to \$90 at the N. Old Woodward, Park, and Peabody garages, and from \$70 to \$100 at the Pierce garage.

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

Nays, None

Commission Items for Future Discussion

There was Commission consensus to direct Staff to follow up with a draft for changes to the Mayoral Selection Process as discussed during the evening's workshop.

05-107-23 Parking Operations

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To schedule a workshop on parking operations.

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

Nays, None

05-108-23 Leaf Blowers

MOTION: Motion by Commissioner Host, seconded by Commissioner Baller:
To address leaf blowing and as an official agenda item to see if we can put some parameters on the leaf blowers.

VOICE VOTE: Ayes, MPT McLain
Commissioner Boutros
Commissioner Host
Commissioner Baller

Nays, Mayor Longe
Commissioner Schafer

05-109-23 Noise on Woodward

MOTION: Motion by Commissioner Host, seconded by MPT McLain:
"A second one and this is even more urgent. We obviously have a noise problem on Woodward. We could have plenty of people coming here during public comment if you want to talk about what is going on out there, it is worse than ever, and as such I think, we need to lobby the State and we need to push our representatives to try to help the speeding and the noise that is coming from Woodward. But the reason I am bringing it up is that it is worse than ever and I know people who have lived here at least 20 years that are ready to leave town, they are looking at houses outside of Birmingham. The point being approximately 30% of us are living somewhat on big Woodward, and the noise is unbelievable this year, and I think we should have that as an agenda item."¹

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

Nays, None

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Museum Board
 - 2. Notice of Intention to Appoint to the Greenwood Cemetery Advisory Board
 - 3. Notice of Intention to Appoint to the Ad Hoc Aging in Place Committee
 - 4. Notice of Intention to Appoint to the Board of Ethics
 - 5. Notice of Intention to Appoint to the Public Arts Board
- B. Commissioner Comments

MPT McLain reported her recent activity with the Women Officials' Network, the Oakland County Economic Outlook Presentation, and with Birmingham elementary school students.

- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Birmingham Area Cable Board Annual Report, Budget, Financial Statement

¹ May 8, 2023: 2:20:00 - 2:20:08. As amended at the May 22, 2023 meeting.

There was brief Commission discussion regarding the item.

D. Legislation

E. City Staff

1. 3rd Quarter Investment Report
2. 3rd Quarter Budget Report
3. Recent Amendments to PA 33 - Police and Fire Protection Act

FD Gerber summarized the item.

4. Northwest corner of Maple and Fairfax Improvement – Pat Andrews Tribute


DPSD Zielinski, CM Markus, and CA Kucharek summarized the item and answered brief informational questions from the Commission.

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 9:25 p.m.²

Alexandria Bingham, City Clerk


Laura Eichenhorn, City Transcriptionist

² As amended at the May 22, 2023 meeting.



MEMORANDUM

Planning Division

DATE: May 30th, 2023

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for a Lot Combination of 36877 Woodward Ave – Gasow Veterinary Clinic, Parcels #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.

INTRODUCTION:

The property known as 36877 Woodward Ave – Gasow Veterinary Clinic – has operated on four separate parcels since the 1960’s. The subject lots are located on the west side of Woodward Ave, just south of Quarton Road. The current veterinary building exists on two of southernmost parcels while the northern parking lot exists on the northernmost parcels. The applicant is applying to combine the four parcels into one in order to construct a new veterinary clinic building.

BACKGROUND:

On July 25, 2022 ([Agenda](#) – [Minutes](#)), the City Commission approved a Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward – Gasow – to permit the applicant to demolish the existing 1-story building and parking lot and construct a new 2-story veterinary clinic and associated parking/site improvements. The application was approved with the condition that the applicant obtain lot combination approval from the City Commission.

The Combination of Land Parcels Ordinance (Chapter 102, Section 102-83) requires that the following standards be met for approval of a lot combination.

- (1) *The Combination will result in lots or parcels of land consistent with the character of the area where the property is located, Chapter 126 of this Code for the zone district in which the property is located, and all applicable master land use plans.*

The subject properties are zoned TZ-3 with vacant lots located to the north and the west. A DTE substation is located to the south and there are single family residential homes to the southwest. To the east is Bloomfield Hills with Eddie Merlot’s restaurant and an office building. The property was zoned TZ-3 as a transition zone where Woodward Ave commercial properties abut single family residential sites. The single story veterinary

clinic with adequate parking and newly proposed screen wall appears to blend with the character of the area.

In regards to zoning, the proposed building was approved by the Planning Board on June 8th, 2022 ([Agenda](#) – [Minutes](#)) with minor conditions that included verifications of certain design elements including screening, lighting, and signage. These conditions have been met.

Accordingly, the lot combination proposal meets the requirements of #1.

- (2) *All residential lots formed as a result of a combination shall be a maximum width of no more than twice the average lot width of all lots in the same zone district within 300 feet on the same street.*

This standard only applies to single family residential zones. The proposed combination is zoned for mixed use, commercial and multi-family residential, therefore this requirement is not applicable.

- (3) *All residential lots formed as a result of a combination shall be a maximum area of no more than twice the average lot area of all lots in the same zone district within 300 feet on the same street.*

This standard only applies to single family residential zones. The proposed combination is zoned for mixed use, commercial and multi-family residential, therefore this requirement is not applicable.

- (4) *The combination will result in building envelopes on the combined parcels that will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.*

Given the existing conditions and variety of buildings and parcel sizes surrounding the subject properties, the proposed lot combination and building envelope appear to meet this requirement.

- (5) *Any due or unpaid taxes or special assessments upon the property have been paid in full.*

There are no outstanding taxes due on this property.

The proposal meets this requirement.

- (6) *The combination will not adversely affect the interest of the public or the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*

a.) The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use or appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.

On June 8th, 2022, the Planning Board recommended approval of the Final Site Plan

and SLUP for Gasow Veterinary Clinic. The applicant has coordinated with the City's Engineering Department and MDOT to create a safer turning radius from southbound Woodward Ave. The applicant is also constructing a large screen wall to separate the vet clinic from neighboring properties in order to minimize its impact.

The proposed lot combination does not appear to hinder the use, development, or value of adjacent land.

b.) The effect of the proposed combination upon any floodplain areas, wetlands and other natural features and the ability of the applicant to develop a buildable site on the resulting parcel without unreasonable disturbances of such natural features.

The property is not located in a floodplain or wetlands, nor adjacent to a floodplain or wetlands. Additionally, there are no natural features on the site.

c.) The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.

The proposed two-story veterinary clinic and lot combination does not appear to impact the supply of light and air to adjacent properties or the ability of the City to provide essential services.

LEGAL REVIEW:

The City Attorney has reviewed the application and supporting documentation and has no objections as to form or process.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for lot combinations, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the June 5th, 2023 public hearing at the City Commission, and notices were sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission consider the lot combination of 36877 Woodward Ave, Parcel ID #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.

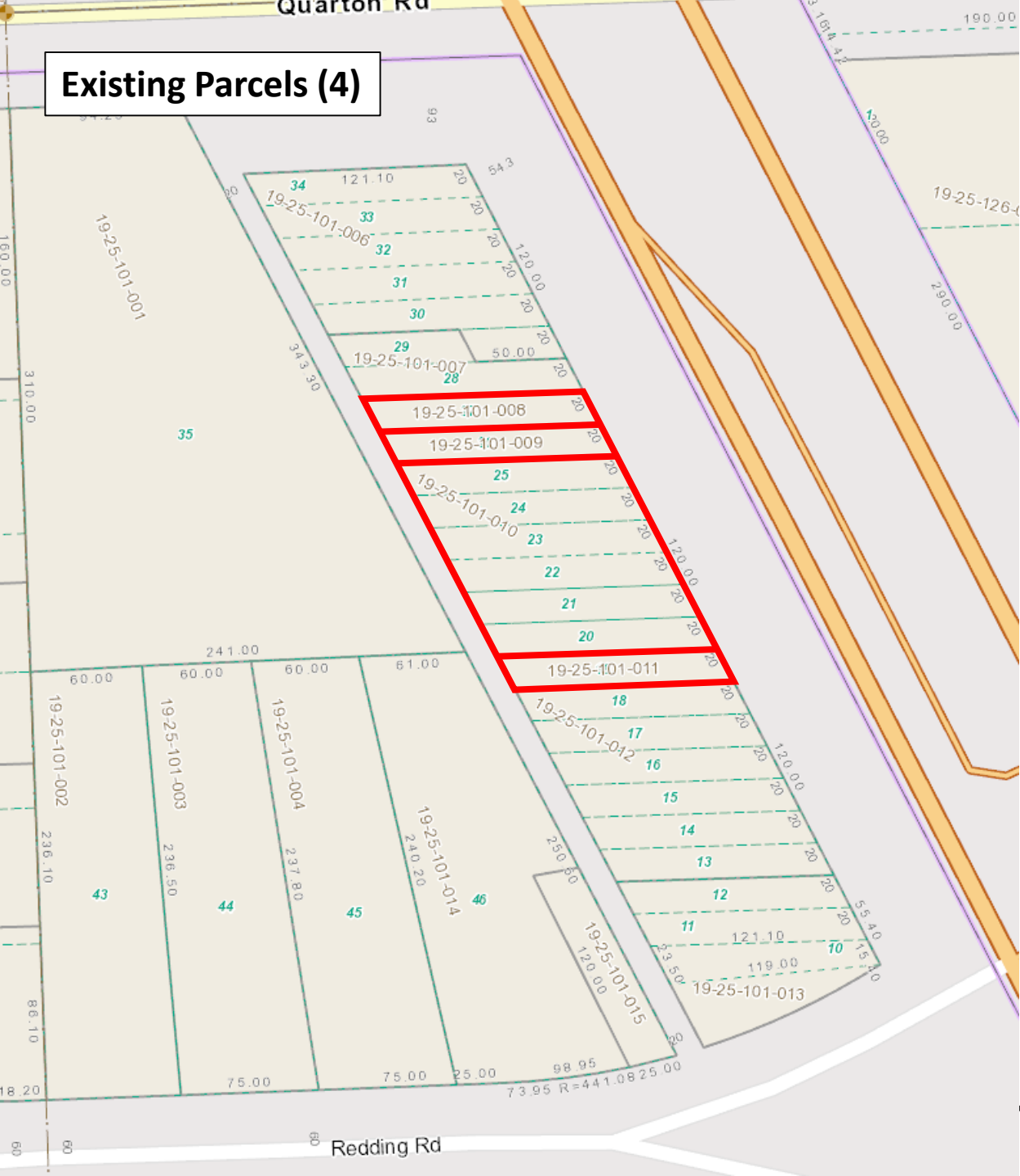
ATTACHMENTS:

- Registered Land Surveys & Parcel Information
- Combination of Platted Lots Application
- Approved Site Plans (July 22nd, 2022)

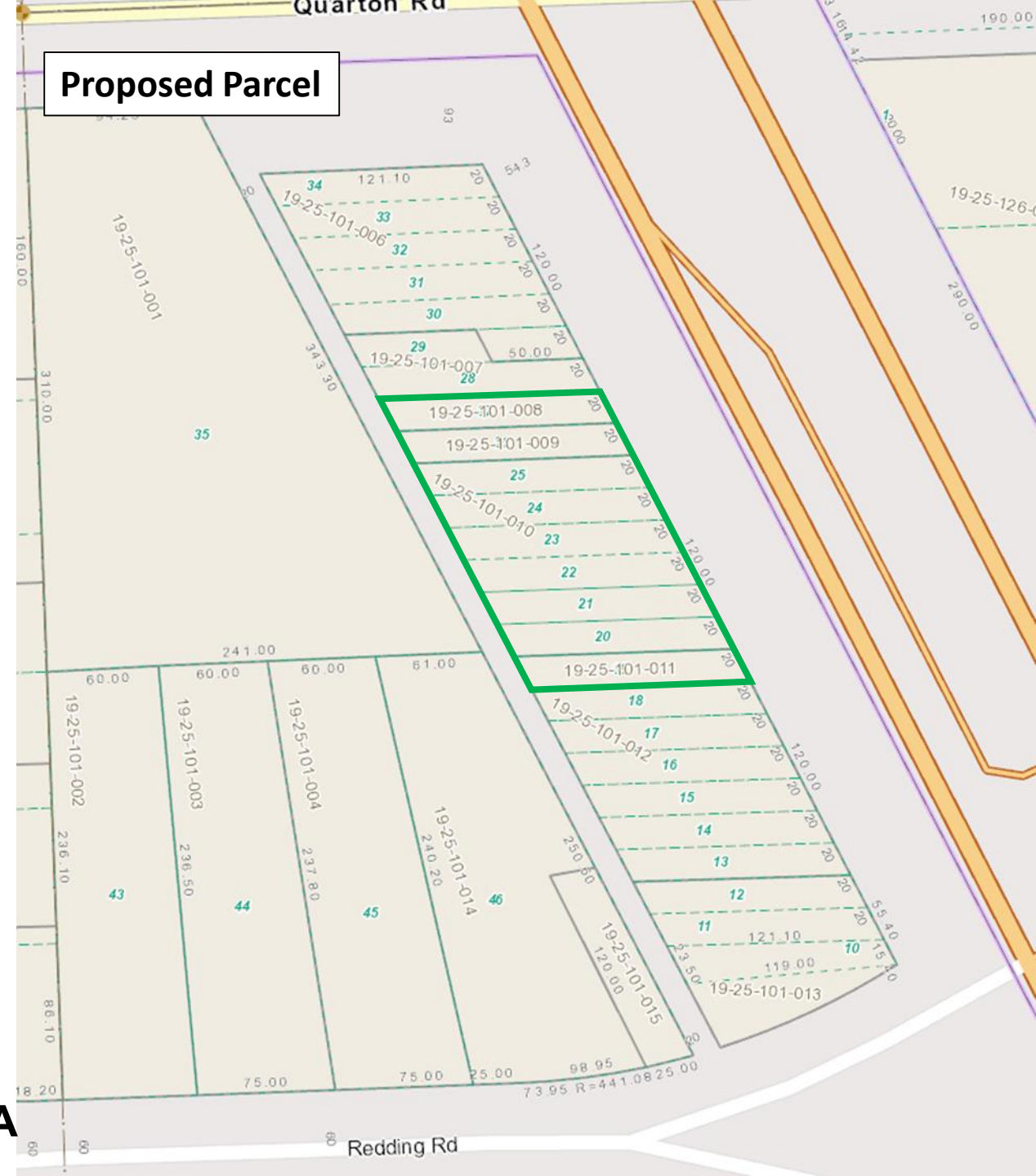
SUGGESTED ACTION:

Make a motion adopting a resolution to APPROVE the proposed lot combination of 36877 Woodward Ave, Parcel ID #19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011.

Existing Parcels (4)



Proposed Parcel



7A



LINDEN GROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM



RWE
DESIGN BUILD
1303 Ogden Ave.
Downers Grove, IL 60515
(630) 734-0883

**GASOW VETERINARY
HOSPITAL**
36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE	DESCRIPTION
02-23-2022	AS SITE PLAN REVIEW
04-12-2022	AS SITE PLAN REVIEW REVISIONS
06-03-2022	AS FINAL SITE PLAN APPROVAL

2021-0131
PROJECT NUMBER

06-03-2022
DATE

AS **MM**
DRAWN BY FINAL REVIEW

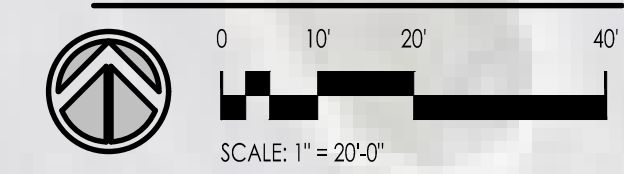
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ALL RIGHTS RESERVED.
ALL DRAWING SPECIFICATIONS, NOTES, CONDITIONS, AMENDMENTS
AND REVISIONS REPRESENTED OR REFERRED TO IN THESE DOCUMENTS
ARE HEREBY ACCEPTED BY THE CLIENT AND CONTRACTOR AND THE CONTRACTOR
WARRANTS THAT THE WORK OF THE ARCHITECT SHALL BE ACCORDING TO
ANY PERIODIC FOR ANY PERIODS BEFORE THE CONTRACT SIGNATURE
AUTHORIZATION OF LINDEN GROUP INC.

SHEET TITLE
**OFFSITE PARKING
AND OVERALL PLAN**

SHEET NUMBER
SP-2



**OFFSITE PARKING
AND OVERALL AREA PLAN**



P:\2021\2021-0131\Gasow Vet\2021-0131_Site Plan\2021-0131_Site Plan.dwg, 6/2/2022 11:04 AM, 6526020201, SP-2

Overview



	2 Foot Contours		100 yr - FEMA Floodplain
	5 Foot Contours		100 yr (detailed) - FEMA Floodplain
	FEMA Base Flood Elevations		500 yr - FEMA Floodplain
	FEMA Cross Sections		FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

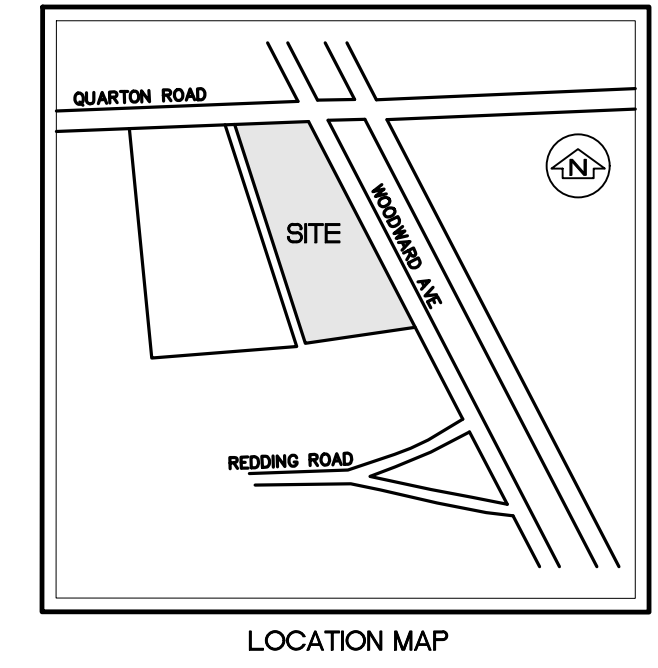
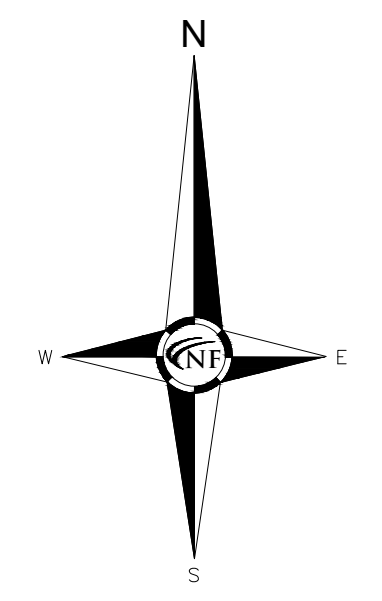
OAKLAND COUNTY MICHIGAN
 Economic Development & Community Affairs
David Coulter
 Oakland County Executive

Date Created: 7/18/2022

NORTH
 1 inch = 200 feet



- LEGEND**
- ASPH = Asphalt
 - C = Cable Service
 - CATV = Cable Television/Box/Riser
 - CB = Catch Basin
 - CO = Clean Out
 - CONC = Concrete
 - E = Electric Service
 - EM = Electric Meter
 - EC = Electric Conduit/Riser
 - FI = Found Iron
 - FIP = Found Iron Pipe
 - FMON = Found Monument
 - G = Gas Service/Gas Main
 - GL = Ground Light
 - GM = Gas Meter
 - GP = Guard Post
 - GV = Gate Valve
 - HYD = Hydrant
 - LP = Light Pole
 - L/S = Landscape
 - MH = Manhole
 - MON = Monument
 - MW = Monitor Well
 - OH LINES = Overhead Lines
 - P = Phone
 - PH = Physically Hand-drawn
 - PVI = Post Indicator
 - P/L = Property Line
 - PM = Parking Meter
 - ROW = Right of Way
 - SAN = Sanitary Sewer
 - SB = Stop Box (Water)
 - SI = Set Iron
 - SO = Shutoff (Water)
 - SS = Storm Sewer
 - STM = Transformer
 - TRANS = Transformer
 - UG = Underground
 - UP = Utility Pole
 - WM = Water Main
 - (R) = Record Measurement
 - (M) = Surveyed Measurement
 - (C) = Calculated



NF ENGINEERS
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVENUE
 PONTIAC, MI 48342
 TEL. (248) 332-7931
 FAX. (248) 332-8257
 EMAIL: www.nowakfraus.com

LEGAL DESCRIPTION- PARENT PARCEL
 Land in the City of Birmingham, Oakland County, Michigan, described as follows:
 Lots 19 through 27, both inclusive, except the Easterly 1 foot as measured at right angles to Woodward Avenue, also Lot 35 of Quarton Lake Estates Replat of East part of Quarton Lake Estates Subdivision according to the plat thereof recorded in Liber 38 of Plats, Pages 24 and 24A of Oakland County Records.

P.L.N.: 19-25-101-010 (Lots 20-25) 36877 Woodward Avenue
 19-25-101-008 (Lot 26) Woodward Avenue
 19-25-101-008 (Lot 27) Woodward Avenue
 19-25-101-001 (Lot 35) Woodward Avenue
 19-25-101-011 (Lot 19) Woodward Avenue

PROPOSED LEGAL DESCRIPTION (04-04-2023)
 Land in the City of Birmingham, Oakland County, Michigan, described as follows:
 Lots 19 through 27, except the Easterly 1 foot as measured at right angles to Woodward Avenue, Quarton Lake Estates Replat of East part of Quarton Lake Estates Subdivision according to the plat thereof recorded in Liber 38 of Plats, Pages 24 and 24A of Oakland County Records; All being more particularly described as: Beginning at the Southwest corner of said Lot 19; thence North 24 degrees 12 minutes 50 seconds West, 180.00 feet along the Westerly line of said Lots 19 through 27 (said line also being the Easterly line of a 20 foot Public Alley) to a point on the Northwest corner of said Lot 27; thence North 88 degrees 23 minutes 35 seconds West, 119.99 feet to a point on the Westerly line of Woodward Avenue (201 feet wide); thence South 24 degrees 12 minutes 50 seconds East, 180.00 feet along said line of Woodward Avenue to a point on the South line of said Lot 19; thence North 88 degrees 23 minutes 35 seconds West, 119.99 feet along the South line of said Lot 19 to the point of beginning.

Gross Land Area: 19,442 square feet or 0.446 acres.

BASIS OF BEARING NOTE
 The basis of bearing for this survey was established by Woodward Avenue as shown on the recorded Plat of QUARTON LAKE ESTATES REPLAT OF EAST PART OF QUARTON LAKE ESTATES SUBDIVISION

UTILITY NOTE
 All utilities are underground unless otherwise noted.
 The utilities shown on this survey were determined by field observation. All locations are approximate. The location of any other underground services which may exist can only be depicted if a Utility Plan is furnished to the surveyor.

NOTE: DTE has new regulations that may impact development outside their easement or the public right of way. Client shall contact DTE to determine the "New Structures and Power Line" requirements as they may apply to any future building or renovation of a structure. DTE Energy can be contacted at 800-477-4747.

FLOOD HAZARD NOTE
 The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency, the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 261250556F bearing an effective date of 09-23-2006.

EASEMENT NOTES
 Easements shown or noted on this survey were obtained from Title Commitment No. 85215, with a commitment date of November 12, 2018, issued by Absolute Title Inc, AND Title Commitment No. NCS-938243-MICH, with a commitment date of November 16, 2018, issued by First American Title Insurance Company.

This survey may not show all easements of record unless an updated Title Search, Commitment or Policy is furnished to the surveyor.

PROJECT
 GASOW VETERINARY HOSPITAL

PROJECT LOCATION
 No. 36877 Woodward Avenue
 Part of the NW. 1/4 of Section 25, T.2N., R.10E., City of Birmingham, Oakland County, MI

SHEET
 PROPOSED LOT COMBINATION

REVISIONS
 11-01-2018 Original Survey
 06-23-2019 Field Survey Updated

DRAWN BY:
 K.N.

APPROVED BY:
 K.N./R.FRAUS

EMAIL:
 rfraus@nfe-engr.com

DATE ISSUED:
 April 10, 2023

SCALE:
 1"=20'

NFE JOB NO. K700 **SHEET NO.** 1 of 1





Combination of Platted Lots Application Planning Division

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

1. Applicant

Name: 36877 WOODWARD AVENUE LLC/ROMEO PLANK PROPERTIES
Address: 36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009
Phone Number: (248) 644-7171
Fax Number: _____
Email address: mbailey@mtbpartnersllc.com

2. Property Owner

Name: 36877 WOODWARD AVENUE LLC/ROMEO PLANK PROPERTIES
Address: 36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009
Phone Number: (248) 644-7171
Fax Number: _____
Email address: mbailey@mtbpartnersllc.com

3. Applicant's Attorney/Contact Person

Name: Michael Matthys, Linden Group Architects
Address: 10100 Orland Parkway, Orland Park IL 60467
Phone Number: 7087994400
Fax Number: _____
Email address: mmatthys@lindengroupinc.com

4. Project Designer/Developer

Name: RWE DESIGN-BUILD
Address: 1303 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515
Phone Number: (630) 734-0883
Fax Number: _____
Email address: ken@rwedesignbuild.com

5. Project Information

Address/Location of Property: 36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009
Sidwell #: 19-25-101-010 (lots 20-25); 009 (lot 26); 008 (lot 27); 011 (lot 19)
Parcel #: 19-27
Current Zoning: TZ-3

Legal Description: Lots 19-27, both inclusive, except Easterly 1 foot as measured at right angles to Woodward Avenue.

6. Required Attachments

- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Locations of existing/surrounding structures for at least 500 ft. in all directions;
 - iv. Footprints of proposed development including proposed building envelope with front, side and rear setbacks clearly marked;
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

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

DEMOLITION OF EXISTING ONE-STORY STRUCTURE AND CONSTRUCTION OF NEW 12,000 SQUARE FOOT PARTIAL TWO-STORY STRUCTURE
EXISTING PARKING LOTS AND SIDEWALKS TO BE REPAIRED AND REPLACED AS REQUIRED, AND WORK PURSUANT TO NEW CONSTRUCTION SCOPE. NEW BUILDING USE WILL
REMAIN AS GASOW VETERINARY HOSPITAL. EXTERIOR MATERIALS WILL INCLUDE BRICK, STONE, GLASS, AND METAL PANEL.

(I), (We), the undersigned, do hereby request to combine lots of record in the City of Birmingham, Oakland County, Michigan.
(I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner:  Date: 7/18/2022

Print Name: Michael T. Bailey

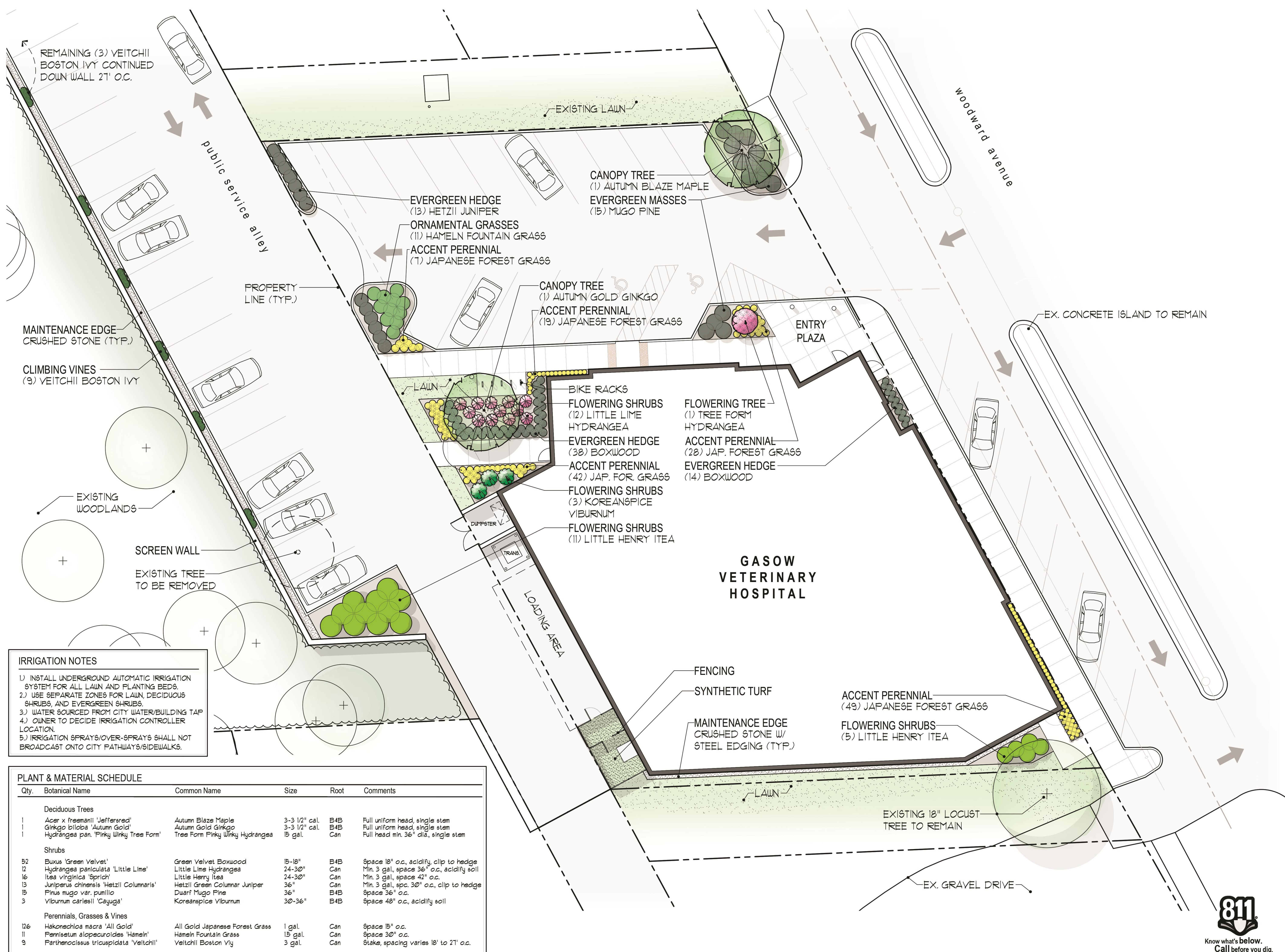
Signature of Applicant:  Date: 7/18/2022

Print Name: Michael T Bailey

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



REMAINING (3) VEITCHII BOSTON IVY CONTINUED DOWN WALL 27' O.C.

public service alley

EXISTING LAWN

Woodward Avenue

CANOPY TREE
(1) AUTUMN BLAZE MAPLE
EVERGREEN MASSES
(15) MUGO PINE

EVERGREEN HEDGE
(13) HETZLI JUNIPER
ORNAMENTAL GRASSES
(11) HAMELN FOUNTAIN GRASS
ACCENT PERENNIAL
(7) JAPANESE FOREST GRASS

PROPERTY LINE (TYP.)

CANOPY TREE
(1) AUTUMN GOLD GINKGO
ACCENT PERENNIAL
(19) JAPANESE FOREST GRASS

ENTRY PLAZA

EX. CONCRETE ISLAND TO REMAIN

MAINTENANCE EDGE
CRUSHED STONE (TYP.)

CLIMBING VINES
(9) VEITCHII BOSTON IVY

BIKE RACKS

FLOWERING SHRUBS
(12) LITTLE LIME HYDRANGEA

FLOWERING TREE
(1) TREE FORM HYDRANGEA

EVERGREEN HEDGE
(38) BOXWOOD

ACCENT PERENNIAL
(28) JAP. FOREST GRASS

ACCENT PERENNIAL
(42) JAP. FOR GRASS

EVERGREEN HEDGE
(14) BOXWOOD

FLOWERING SHRUBS
(3) KOREANSPICE VIBURNUM

FLOWERING SHRUBS
(11) LITTLE HENRY ITEA

GASOW VETERINARY HOSPITAL

LOADING AREA

FENCING

SYNTHETIC TURF

ACCENT PERENNIAL
(49) JAPANESE FOREST GRASS

FLOWERING SHRUBS
(5) LITTLE HENRY ITEA

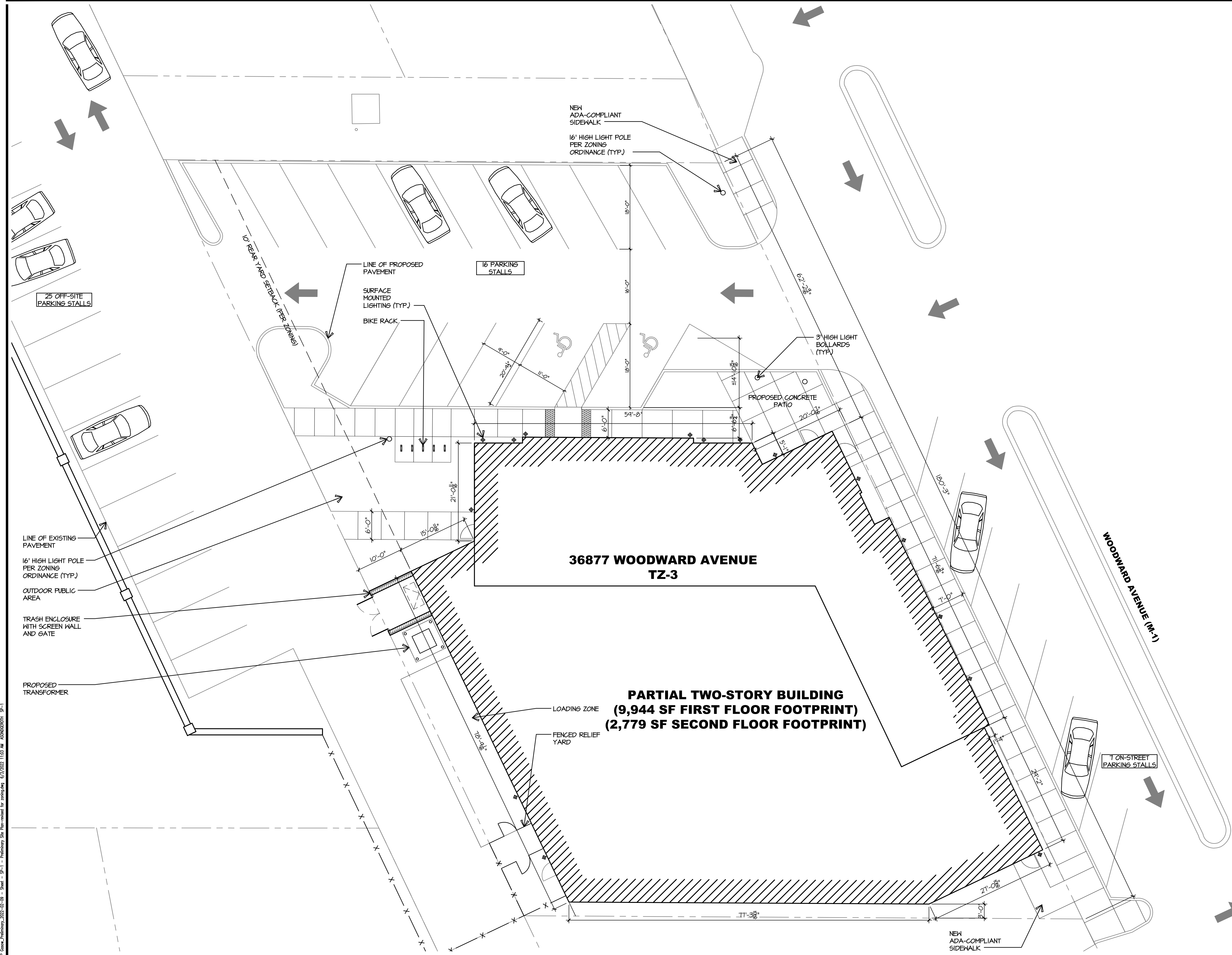
MAINTENANCE EDGE
CRUSHED STONE W/
STEEL EDGING (TYP.)

EXISTING 18" LOCUST TREE TO REMAIN

EX. GRAVEL DRIVE

IRRIGATION NOTES
1) INSTALL UNDERGROUND AUTOMATIC IRRIGATION SYSTEM FOR ALL LAWN AND PLANTING BEDS.
2) USE SEPARATE ZONES FOR LAWN, DECIDUOUS SHRUBS, AND EVERGREEN SHRUBS.
3) WATER SOURCED FROM CITY WATER/BUILDING TAP
4) OWNER TO DECIDE IRRIGATION CONTROLLER LOCATION.
5) IRRIGATION SPRAYS/OVER-SPRAYS SHALL NOT BROADCAST ONTO CITY PATHWAYS/SIDEWALKS.

Qty.	Botanical Name	Common Name	Size	Root	Comments
Deciduous Trees					
1	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	3-3 1/2" cal.	B4B	Full uniform head, single stem
1	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	3-3 1/2" cal.	B4B	Full uniform head, single stem
1	Hydrangea pan. 'Pinky Winky Tree Form'	Tree Form Pinky Winky Hydrangea	15 gal.	Can	Full head min. 36" dia, single stem
Shrubs					
52	Buxus 'Green Velvet'	Green Velvet Boxwood	15-18"	B4B	Space 18" o.c., acidify, clip to hedge
12	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	24-30"	Can	Min. 3 gal., space 36" o.c., acidify soil
16	Itea virginica 'Sprich'	Little Henry Itea	24-30"	Can	Min. 3 gal., space 42" o.c.
13	Juniperus chinensis 'Hetzli Columnaris'	Hetzli Green Columnar Juniper	36"	Can	Min. 3 gal., spc. 30" o.c., clip to hedge
15	Pinus mugo var. pumilio	Dwarf Mugo Pine	36"	B4B	Space 36" o.c.
3	Viburnum carlesii 'Cayuga'	Koreanspice Viburnum	30-36"	B4B	Space 48" o.c., acidify soil
Perennials, Grasses & Vines					
126	Hakonechloa macra 'All Gold'	All Gold Japanese Forest Grass	1 gal.	Can	Space 15" o.c.
11	Fernisetum alopecuroides 'Hameln'	Hameln Fountain Grass	15 gal.	Can	Space 30" o.c.
9	Parthenocissus tricuspidata 'Veitchii'	Veitchii Boston Ivy	3 gal.	Can	Stake, spacing varies 18' to 27' o.c.



Gasow Veterinary Hospital - Variance Chart

Requested Variances	Required	Existing	Proposed	Variance Amount
Variance A	75% of Frontage; With in 0-5 feet (135' required)	180' (Total Stree Frontage)	100'-0" (55%)	35'-0"
Variance B	Max 25% of Frontage parking lot (max 45')	180' (Total Stree Frontage)	57'-0" (32%)	12'-0"
Variance C	1 usable entrance for every 50' of frontage (2 required)	100'-8" wide building	1 entrance	1 entrance

ZONING DATA - 36877 WOODWARD AVENUE

36877 WOODWARD AVENUE, BIRMINGHAM, MICHIGAN
 PER BIRMINGHAM ZONING ORDINANCE (AMENDED DECEMBER 19, 2021) AND ZONING MAP (AMENDED AUGUST 2022)

TZ-3 TRANSITION ZONE DISTRICT (TZ3) - PROVIDES FOR A REASONABLE AND ORDERLY TRANSITION FROM, AND BUFFER BETWEEN, COMMERCIAL USES AND PREDOMINANTLY SINGLE-FAMILY RESIDENTIAL AREAS OR FOR PROPERTY WHICH EITHER HAS DIRECT ACCESS TO A MAJOR TRAFFIC ROAD OR IS LOCATED BETWEEN MAJOR TRAFFIC ROADS AND PREDOMINANTLY SINGLE-FAMILY RESIDENTIAL AREAS.

USES PERMITTED PER TABLE 5.1

VETERINARY CLINIC	EXISTING ANIMAL HOSPITAL USE:	EXISTING SPECIAL LAND USE
11,450 SF.	1,771 SF.	

SETBACKS (PER 2-46.173 DISTRICT STANDARDS)

FRONT YARD	ALLOWED 0'-0" - 5'-0"	ACTUAL/PROPOSED PER PLAN
SIDE YARD	0'-0"	PER PLAN
REAR YARD	10'-0"	PER PLAN
MAX. FLOOR AREA	N/A	12,723 SF
MAX. BUILDING HEIGHT (STORIES)	4 STORIES	2 STORIES
MAX. BUILDING HEIGHT (FEET)	42 FEET	TBD
MIN LOT AREA =	N/A	71,911 SF (PER ALTA)

OFF-STREET PARKING REQUIREMENTS (PER TABLE 5.A.2 AND CHAPTER III)

COMMERCIAL/PROFESSIONAL USE = 1/300 SF OF GROSS AREA (PER 4.52 OF ZONING ORDINANCE)

PARKING LOT SETBACKS = PERMITTED IN SIDE AND REAR YARDS PERMITTED ON ALL STREET FRONTAGES

SIZE = 9 FT WIDE X 18 FT LENGTH, 24 FT AISLES (FOR 90 DEGREE PARKING) 18 FT AISLES FOR ONE-WAY

FIRE LANE = 20 FEET WIDTH

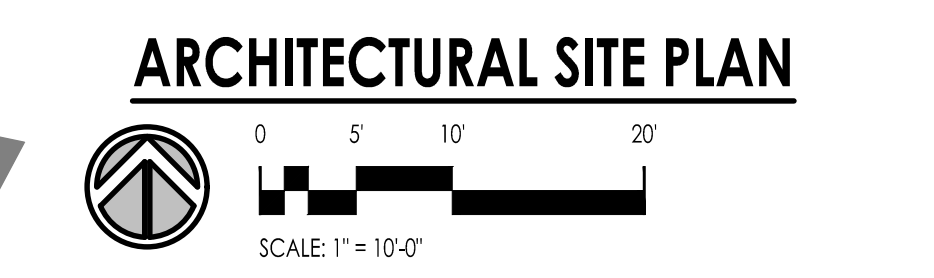
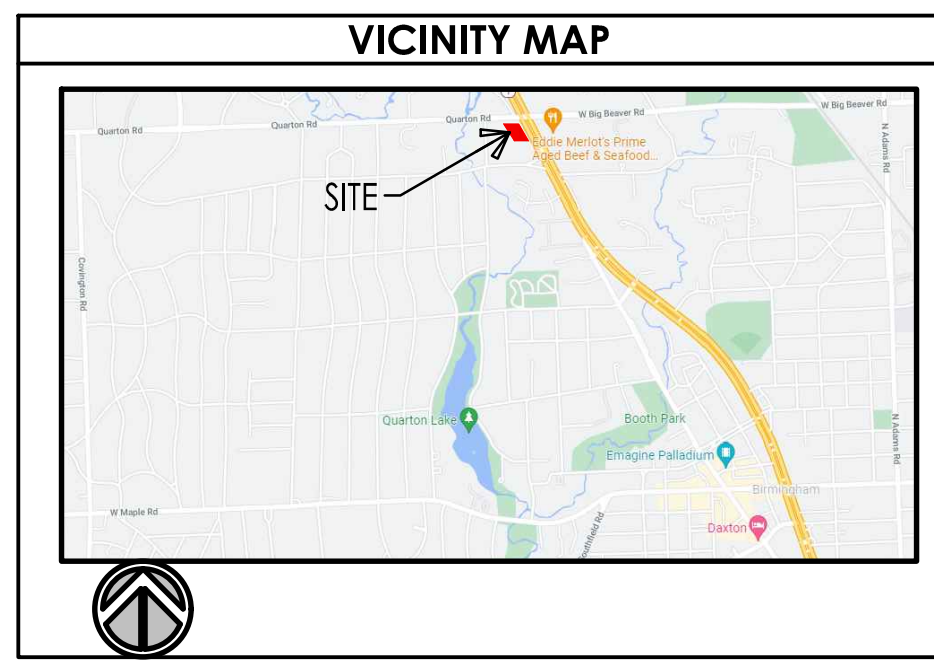
SCREENING = REQUIRED WHERE VISIBLE FROM STREET 3 FEET MIN FENCE, HEDGE OR HALL

INTERIOR LANDSCAPING = NO LESS THAN 5% OF TOTAL PARKING LOT INTERIOR AREA INTERIOR PLANTING AREA TO BE NO LESS THAN 150 SF IN SIZE AT LEAST ONE CANOPY TREE FOR EACH 150 SF IN EACH INTERIOR PLANTING AREA INTERIOR PLANTING AREAS SHALL BE LOCATED IN A MANNER THAT BREAKS UP EXPANSE OF PAVEMENT

OFF-STREET PARKING CALCULATION

MEDICAL USE = 3500 SF / 150 X 1 =	36 PARKING SPACES
HOSPITAL USE = 1 SPACE / 4 BEDS X 13 BEDS =	3 PARKING SPACES
OFFICE USE = 1653 SF / 300 X 1 =	6 PARKING SPACES
TOTAL REQUIRED =	45 PARKING SPACES

A. OFF STREET PARKING ON SITE = 16 PARKING SPACES
B. OFF STREET PARKING OFF SITE = 25 PARKING SPACES
C. STREET PARKING = 7 PARKING SPACES
ACTUAL PARKING PROVIDED = 48 PARKING SPACES



ARCHITECTURE
 LAND PLANNING
 INTERIOR ARCHITECTURE
 LANDSCAPE ARCHITECTURE

10100 ORLAND PARKWAY SUITE 110
 ORLAND PARK, ILLINOIS 60467
 (708) 799-4400
 WWW.LINDENGROUPINC.COM



1303 Ogden Ave.
 Downers Grove, IL 60515
 (630) 734-0883

GASOW VETERINARY HOSPITAL

36877 WOODWARD AVENUE
 BIRMINGHAM, MICHIGAN 48009

DATE: 02-23-2022 AS
 DATE: 04-12-2022 AS
 DATE: 05-03-2022 AS

DESCRIPTION:
 SITE PLAN REVIEW REVISIONS
 SITE PLAN REVIEW REVISIONS
 FINAL SITE PLAN APPROVAL

2021-0131
 PROJECT NUMBER

06-03-2022
 DATE

AS **MM**
 DRAWN BY FINAL REVIEW

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SHEET TITLE
ARCHITECTURAL SITE PLAN

SHEET NUMBER
SP-1



LINDEN GROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM



RWE
DESIGN BUILD
1303 Ogden Ave.
Downers Grove, IL 60515
(630) 734-0883

**GASOW VETERINARY
HOSPITAL**
36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE	DESCRIPTION
02-23-2022	AS SITE PLAN REVIEW
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SHEET TITLE
**OFFSITE PARKING
AND OVERALL PLAN**

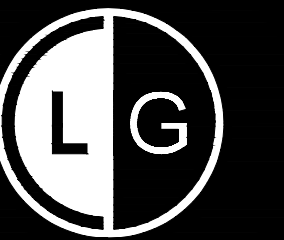
SHEET NUMBER
SP-2



**OFFSITE PARKING AND
OVERALL AREA PLAN**

SCALE: 1" = 20'-0"

P:\2021\2021-0131\Gasow Vet\2021-0131_Site Plan\2021-0131_Site Plan.dwg, 6/2/2022 11:04 AM, 45266202021_01-2



LINDENGROUP

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LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
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**GASOW VETERINARY
HOSPITAL**
36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE DESCRIPTION
02-23-2022 AS SITE PLAN REVIEW REVISIONS
04-12-2022 AS SITE PLAN REVIEW REVISIONS
06-03-2022 AS FINAL SITE PLAN APPROVAL

2021-0131

PROJECT NUMBER

06-03-2022

DATE

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SHEET TITLE
**FIRST
FLOOR PLAN**

SHEET NUMBER

PD1-1



PRELIMINARY FIRST FLOOR PLAN



PD1-1 (2021-0131) Drawing Title (Preliminary) 2021-0131 - PD1-1 - PRELIMINARY FLOOR PLAN.dwg 6/2/2022 11:00 AM A0202020201 PD1-1
OWNER: MM GROUP INC.



LINDEN GROUP

ARCHITECTURE
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LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
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DATE DESCRIPTION
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2021-0131
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06-03-2022
DATE

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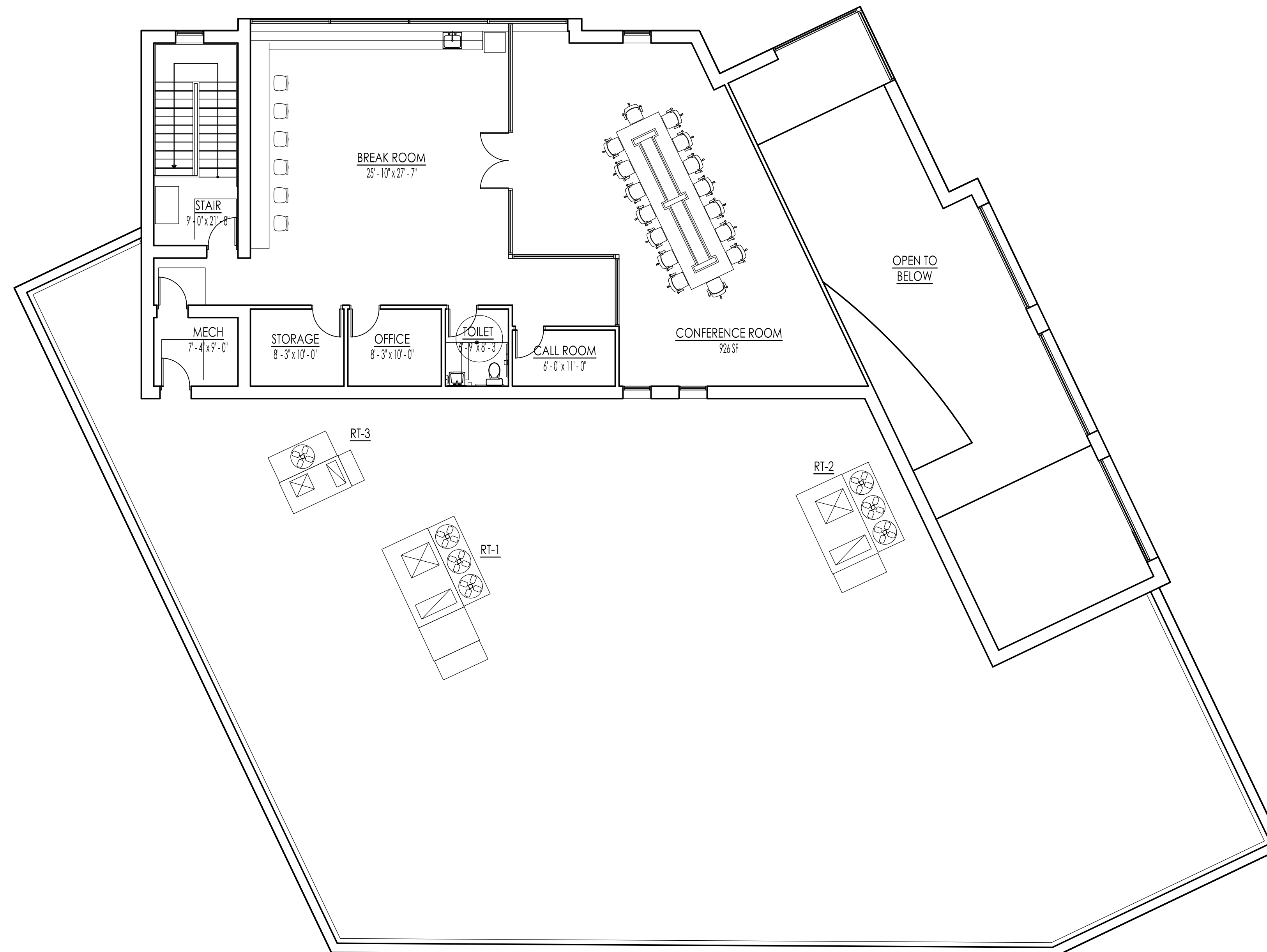
SHEET TITLE
**SECOND FLOOR
PLAN**

SHEET NUMBER

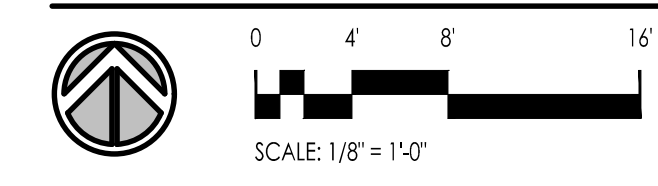
PD1-2

AIR HANDLING UNIT SCHEDULE

TAG	MANUFACTURER	MODEL	TONS	SEER /EER	FAN DATA				CEILING DATA				HTG. DATA		ELECTRICAL DATA				MIN O/A [%]	GAS CONN. SIZE	DRAIN CONN. SIZE	UNIT WT. (L.B.)	REMARKS
					CFM	ESP	RPM	HP	TOT. MBH	SENS MBH	EAT (DB)	EAT (WB)	MBH IN	MBH OUT	MCA	MOC P	VOLT	PH					
RT-1	AAON	RN01680EB093C4	3.5	12.2			1760	5										200	3			3514	
RT-2	AAON	RN01380EA092F2	1.4	12			1760	5										200	3			1936	
RT-3	AAON	RN00280EA092K2	1.2	11.4			1760	2										200	3			1223	



PRELIMINARY SECOND FLOOR PLAN



P:\2021\2021-0131\Gasow_Vet_Hospital\2021-0131_MLP_Gasow_Preliminary_2022-02-29 - Sheet - PD-1-1 - PRELIMINARY FLOOR PLAN.dwg 6/27/2022 11:00 AM A509020201 PD1-2

ARCHITECTURAL FLOOR PLAN SYMBOLS	
NOTE: SEE MECA, PLUMB, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION	
3	FLOOR PLAN KEYNOTE

ELEVATION NOTES LEGEND	
1	CUT STONE ACCENT
2	STEEL CANOPY
3	SIGNAGE
4	COMPOSITE ALUMINUM
5	ALUMINUM STOREFRONT GLAZING
6	STONE CORNICE
7	METAL COPING
8	METAL MECHANICAL SCREEN WALL
9	EXTERIOR ARCHITECTURAL WALL SCIENCE
10	CUT STONE BASE
11	BRICK 1
12	BRICK 2
13	CUT STONE BASE



LINDEN GROUP

ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE

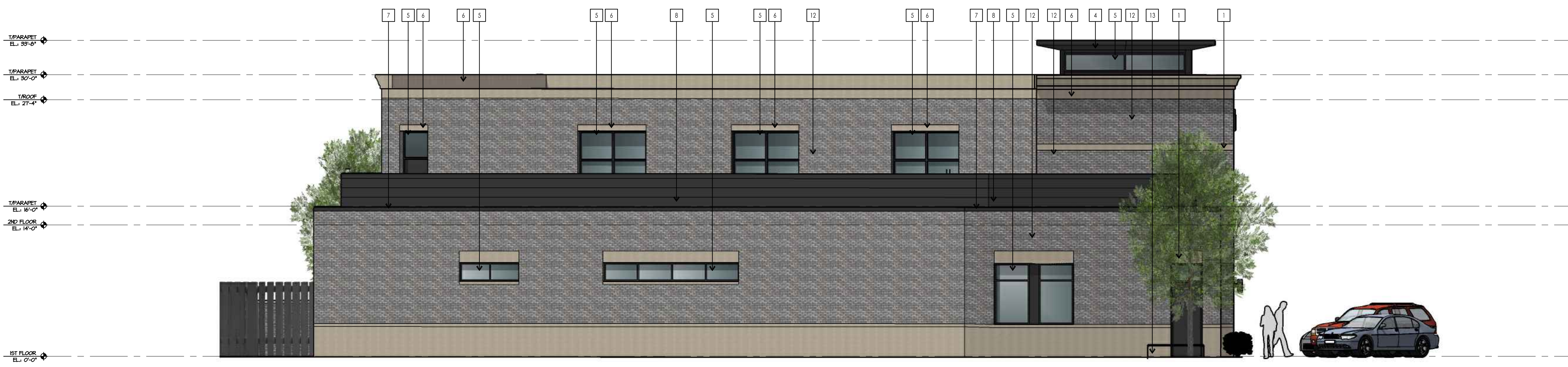
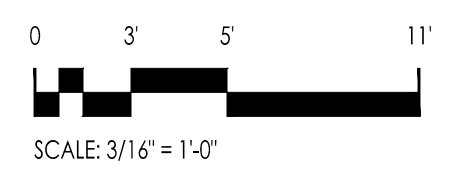
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM

RWE
DESIGN BUILD

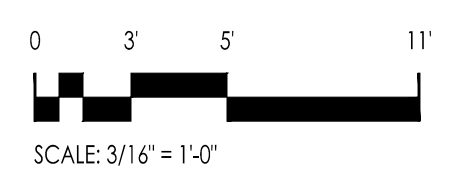
1303 Ogden Ave.
Downers Grove, IL 60515
(630) 734-0883



2 WEST BUILDING ELEVATION
3/16" = 1'-0"



1 SOUTH BUILDING ELEVATION
3/16" = 1'-0"



GASOW VETERINARY HOSPITAL
36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE	DESCRIPTION
02-23-2022	AS SITE PLAN REVIEW
04-12-2022	AS SITE PLAN REVIEW REVISIONS
06-03-2022	AS FINAL SITE PLAN APPROVAL

2021-0131
PROJECT NUMBER

06-03-2022
DATE

AS **MM**
DRAWN BY FINAL REVIEW

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SHEET TITLE
PRELIMINARY S-W ELEVATIONS

SHEET NUMBER
PD1-4

PD1-4 (2021-0131) Drawing Title (Preliminary) 2021-0131 - 0131 - PD1-4 - Preliminary Elevations - 2-Jan-21 6/9/2022 10:57 AM ASD/SD/DRH/PD1-4
 06/03/2022 10:57 AM ASD/SD/DRH/PD1-4

Gasow Veterinary Hospital

Woodward Avenue—Birmingham



EXISTING WOODWARD
AVENUE VIEW



PROPOSED WOODWARD
AVENUE VIEW



MEMORANDUM

Legal Department

DATE: May 31, 2023

TO: City Commission, Thomas M. Markus, City Manager, Jana Ecker, City Manager as of July 1, 2023.

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Future Location for NEXT and Purchase of Property

INTRODUCTION:

The City of Birmingham is presented with an opportunity to purchase the YMCA building and land in the City of Birmingham for the future home of our senior service organization, NEXT and for the ongoing services provided by the YMCA. The purchase agreement with the YMCA and the memorandum of understanding with NEXT regarding the property, is being presented to the City Commission for review and approval.

BACKGROUND:

The City of Birmingham is fortunate to have within its borders, NEXT a 501(c)(3) non-profit organization which has been serving the community for over 40 years offering support services that focus on allowing older adults to live independently. NEXT has currently been utilizing space at Midvale School, 2121 Midvale, Birmingham, MI, 48009, which is a school building that has been provided by the Birmingham Public Schools. The difficulty, however, is that the Birmingham Public Schools has been unable to provide a comprehensive lease or assurance for what the future will hold for NEXT. NEXT has been providing comprehensive services including information, referrals, classes and activities for all individuals 50 years of age and older residing in the City of Birmingham and its neighboring communities. They also provide services which include, but are not limited to transportation and access directed towards the improvement of social, legal, health, housing, educational, emotional, nutritional, recreational and mobility status of persons over 50 years of age. NEXT has voiced that it needs and desires to have physical permanency so that NEXT can continue to serve the growing senior community both in the City of Birmingham and its neighbors. NEXT has vocalized that it needs to be able to rely upon stabilization and predictabilities for its financial and physical presence in order to continue to serve the senior population. It is important to note that the City of Birmingham legally donates funds

to NEXT in order to operate, as do three neighboring governmental units. NEXT provides very comprehensive services, and yet costs the City of Birmingham very little.

As a result of all of these very important endeavors, the City recognizes that it would be advantageous for NEXT to find a permanent home. As a result, the City Commission directed the City Manager to work with NEXT for available sites for a permanent home for NEXT. The City Manager and the CEO of NEXT were able to identify a building within the City of Birmingham that could work for NEXT. The City Manager began discussing this venture and the possibility of purchasing the building located at 400 E. Lincoln St., Birmingham, Michigan (YMCA Building). The City Manager began negotiating terms and concepts, which resulted in a signed Purchase Agreement with YMCA, and is now being presented to the City Commission for consideration and approval.

The terms of the Purchase Agreement include standard language and concepts, and also includes condition precedents of Memorandums of Understanding. The way this will work is as follows; once the Purchase Agreement is completed and the necessary title search, title insurance and land surveys are completed, the purchase will proceed to closing. What is important to note is there will be a three-year transition period wherein there will be lease agreements that will be entered into between the City and the YMCA, where the YMCA will continue to offer its services and continue to have some responsibility for the maintenance of the building and land. Also during this three-year period, there is a Memorandum of Understanding that will be entered into with NEXT whereby NEXT will secure a written agreement with the Birmingham Public Schools in order to have the continued use of Midvale School building for up to three years. Then, within no longer than three years, NEXT will move into the former YMCA building at 400 East Lincoln Street, and will occupy approximately 75% or more of the square footage of the building, while the YMCA may continue to provide services and occupy approximately 25% of the square footage of the building. The reason for the three-year period, is for other processes and renovations to the building to occur. It also creates a transition period to allow for further planning, financing, and ultimately necessary renovations.

During this three-year term period, the City of Birmingham will need to update the three neighboring communities, including, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin, about the purchase of this property in order to allow NEXT a permanent home. The City of Birmingham will be seeking increased financial assistance from these neighboring communities. The City of Birmingham will also be proposing and seeking a senior millage for the interim maintenance repairs to the YMCA building, and, for the creation of the Sinking Fund for eventual permanent upgrades. It is thought that the millage would generate approximately One Million Dollars (\$1,000,000.00) per year. There may also be an opportunity/need to seek bonds to be issued for permanent improvements at the YMCA building.

It is anticipated and envisioned that there will be regular meetings with YMCA and NEXT to develop a plan for a long-term transition of these two entities into a joint use of the Building space and necessary improvements to the facility and grounds. Throughout the next year, the City will need to develop a financial plan for both interim and long-term operations and improvements such as ongoing NEXT fundraising, municipal contributions from member communities and other benefiting communities, work with NEXT and YMCA regarding charges for users of joint facilities, pursue federal, state and county financial support for operations and improvements, and finally develop a policy for naming rights and corporate and individual fundraising as a part of a capital campaign. It is then anticipated, also, during the next couple

of years, that the City would develop a scope of work for the selection of architectural services to work with the communities, YMCA and NEXT for a renovation plan. Subsequently, the City would seek bid awards for the renovation of the YMCA building and grounds and then ultimately start renovation construction of the YMCA building and grounds with an expected occupancy upon completion of construction in the fall and winter of 2026. At this time the City may issue bonds for the difference between the sinking fund balance and construction costs.

LEGAL REVIEW:

The undertaking of this endeavor is indeed a long, laborious, and complicated process. There is a great deal of information that is available for transparency and review, and attached is a list of documents that will assist the City Commission and the public in regard to this project. Please see hyperlinks below:

1. Original draft [Memorandum](#) of Understanding between BPS and NEXT as presented by NEXT, providing for an Agreement with BPS to allow NEXT to remain at Midvale School during the transition period while arrangements are made allowing for NEXT to move into the YMCA facility.
2. [Countered Memorandum of Understanding](#) drafted by BPS and presented to NEXT, not yet accepted. [Final Memorandum of Understanding](#).
3. Plante Moran/ REIA Fair Market Value [Analysis](#) of YMCA property. January 2023
4. Integra Realty Resources Detroit [Appraisal](#) of Real Property YMCA property appraisal. March 2023 [Fee](#)
5. [Phase 1 Environmental Site Assessment YMCA](#) . April 2023
6. [Birmingham YMCA MED \(Mechanical, Electric, Plumbing\) assessment by IMEG](#). May 2023
7. Property Survey (needs to be completed prior to closing)
8. [City Commission Meeting Minutes July 11, 2022](#)
9. [City Commission Direction to Seek Long Term](#) Agreement with NEXT July 7, 2022
10. [BBAC Lease](#) (example of lease to be used with YMCA and NEXT)

FISCAL IMPACT:

The purchase price for this property is Two Million Dollars (\$2,000,000.00). NEXT has agreed to contribute Five Hundred Thousand Dollars (\$500,000.00) to the City of Birmingham as a contribution towards the purchase price and will contribute these monies to the City of Birmingham on the date of closing. The money that has been contributed will be considered for the ultimate lease arrangement with NEXT and the intent of the City to enter into a long-term lease of this property with NEXT for the price of One Dollar (\$1.00) per year.

The first One Million Five Hundred Thousand Dollars (\$1,500,000.00) will be due upon closing, the second Five Hundred Thousand Dollars (\$500,000.000) for the cost of the building will be paid one year after the date of closing. Also, financially, there will most likely be a senior millage and the potential for ongoing fundraising and the possibility of the issuance of bonds for the renovation of the YMCA building, and ongoing maintenance costs.

PUBLIC COMMUNICATIONS:

The agenda packet includes all background material, purchase agreement, and due diligence documents.

SUMMARY:

In summary, the City Manager, has negotiated and has contemplated an exciting plan for the future for the City of Birmingham and its residents and neighboring communities' residents for those over 50 years of age to continue to receive the comprehensive services provided by NEXT and continuation of YMCA services. With the purchase of the present YMCA building located at 400 East Lincoln Street NEXT will have a permanent home. In addition to the physical building being used for a Senior Center, the site is at a level grade, contains its own on-site parking lot, is adjacent to a public parking lot and has adjacent on-street parking, and is adjacent to a public park.

ATTACHMENTS (Documents attached for Execution):

1. Purchase Agreement.
2. Memorandum of Understanding between the City of Birmingham and NEXT.
3. YMCA PowerPoint Presentation.

SUGGESTED COMMISSION ACTION:

Make a motion adopting the following resolutions

1. To approve and execute the Purchase Agreement between the City of Birmingham and YMCA.
2. To approve and execute the Memorandum of Understanding between the City and NEXT.

AND

To further direct the current and successor City Manager to pursue and implement the necessary steps to bring the transition from the YMCA building's current use to a combined Senior Center/Community Center use.

CITY OF BIRMINGHAM
RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE PROPERTY

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 5th day of June, 2023, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: _____

Seconded by: _____

WHEREAS, the Birmingham City Commission recognizes the comprehensive services that are provided by NEXT, a 501(c)(3) Nonprofit Organization in the City of Birmingham, for the benefit of all individuals fifty (50) years of age and older residing in the City of Birmingham and neighboring communities; and

WHEREAS, the Birmingham City Commission recognizes that in order for NEXT to continue its comprehensive service programs, it will need a permanent home; and

WHEREAS, the building located at 400 E. Lincoln St., Birmingham, Oakland County, Michigan, 48009, designated with the tax parcel of 08-19-36-403-032 is being offered for sale; and

WHEREAS, the subject property was constructed in 1959 with additions and updates made over time, and has a usable building area of approximately 39,924 square feet; and

WHEREAS, the 501(c)(3) NEXT has entered into a Memorandum of Understanding with the Birmingham's school system wherein NEXT will be allowed to continue its presence in the Midvale Public School for up to three (3) years from the date of the executed Memorandum of Understanding; and

WHEREAS, at the conclusion of the time period needed for potential renovations and updates to better serve NEXT and its clients, NEXT will enter into a long-term lease with the City of Birmingham; and

WHEREAS, YMCA, which currently occupies the subject property, will continue to maintain its presence in the subject property with a short term, that is up to three (3) year, lease agreement with the City of Birmingham; and

WHEREAS, upon the conclusion of the initial three (3) years, YMCA will enter into a long-term lease with the City of Birmingham; and

WHEREAS, NEXT will occupy approximately seventy-five (75) percent of the building space, while the YMCA will utilize approximately twenty-five (25) percent of the building space; and

WHEREAS, the City has completed its due diligence and exploratory analysis of environmental studies, structural analysis, title searches, surveys, appraisal, site plan

development, utility assessments in order to satisfy the City of the integrity of the subject property; and

WHEREAS, future developments and improvements will need to be made to the building in the future which will include NEXT and the City of Birmingham, and there will be separate sources of funding for future improvements, evaluations, and enhancements.

NOW, THEREFORE, BE IT RESOLVED, that the Purchase Agreement for the property of 400 E. Lincoln St., Birmingham, Oakland County, MI 48009 shall be executed.

BE IT FURTHER RESOLVED, that purchase price for the subject property is two million dollars (\$2,000,000), with the first one million five hundred thousand dollars (\$1,500,000) due to be paid at the time of closing and the second installment of five hundred thousand dollars (\$500,000) will be paid one (1) year later.

BE IT FURTHER RESOLVED, that NEXT will be contributing five hundred thousand dollars (\$500,000) towards the purchase price with the understanding that in the long-term lease NEXT will occupy the building for a cost of one dollar (\$1) per year.

BE IT FURTHER RESOLVED, the Mayor or Mayor Pro Tem and City Clerk are hereby authorized to execute on behalf of the City of Birmingham.

Passed, adopted and approved this _____ day of _____, 2023.

AYES: _____

NAYS: _____

PRESENT: _____

ABSENT: _____

CERTIFICATION

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on June 5, 2023.

Alexandria D. Bingham, City Clerk

and

Therese Longe, Mayor

ATTACHMENT 1

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of the date of the last signature on the signature page hereof (the “Effective Date”), by and between **YOUNG MEN’S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, a Michigan nonprofit corporation, whose address is 1401 Broadway, Suite 3A, Detroit, Michigan 48266 (the “Seller”), and the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (the “Purchaser”).

RECITALS:

A. Seller is the owner of approximately 1.52 acres of land commonly known as the Birmingham Family YMCA located at 400 E. Lincoln Street, Birmingham, Oakland County, Michigan 48009 (the “Land”), designated with the Tax Parcel of 08-19-36-403-032, and containing a building (the “Building”), initially constructed in 1959 with additions and updates that were made over time, with a usable building area of approximately 39,924 square feet, together with all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, including all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Land, or any part thereof, all water, air, riparian and mineral rights, and the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Land, all tangible and intangible personal property located thereat and all fixtures, equipment and other items attached to the improvements located at the Land and all rights of Seller under any express or implied guaranties, warranties, indemnifications and other rights, if any, and which Seller may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures, furnishings, fitness equipment, apparatus and personal property on or about the Land and Building, and all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Land and Building, to the extent that the same are legally assignable and all future land division rights, if any, subject only to those easements and restrictions of record which are approved by Purchaser (the Land, the Building, and all of the foregoing are referred to herein collectively as the “Subject Property”).

B. Seller desires to sell and Purchaser desires to purchase the Subject Property in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the Subject Property.

2. Acceptance. Seller hereby accepts the said offer of the Purchaser. Such offer and Acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. Purchase Price. The purchase price for the Subject Property is Two Million and 00/100 Dollars (\$2,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

A. First Installment. Upon clearance of all inspections to be completed at the Purchaser's desire One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) will be paid by the Purchaser to the Seller at the time of Closing (defined below). The monies due at Closing shall be transferred to Seller in exchange for a warranty deed (the "Deed") conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to those easements and restrictions of record as are agreeable to Purchaser in its sole discretion. Any existing liens, land contracts and mortgages shall be discharged at Closing, with Seller being responsible for any prepayment penalties thereon.

B. Second Installment. The balance of the Purchase Price in the amount of Five Hundred Thousand Dollars (\$500,000.00) will be paid to the Seller by the Purchaser one (1) year later to the Closing Date (defined below).

4. Conditions of Purchase.

A. The Seller will agree to lease back the Subject Property from the Purchaser for a period of three (3) years from the Closing Date for One Dollar (\$1.00) per year. The Purchaser will enter into a separate lease agreement with the Seller at Closing and the Seller will continue occupancy during the three (3) year lease term. The execution of a mutually acceptable lease is a condition precedent to the Seller's obligation to proceed to Closing.

B. The Seller agrees to be physically and financially responsible for maintaining the Subject Property and all of its systems at the same level and duty of care, as at the Closing Date during the three (3) year lease period. The Purchaser agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Purchaser and Seller proportioned to the party that receives the greatest benefit for such endeavor. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith. For purposes of this subsection B and subsection C below, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Seller for the portion of the useful life attributable to the term of the lease, and allocating the remainder of the cost to Purchaser.

C. The Seller agrees to be physically and financially responsible for all repairs, replacements and maintenance of any and all equipment, including, but not limited to HVAC systems, electrical systems, utility systems and personal property during the three (3) year lease

period. The Purchaser agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Purchaser and Seller proportioned to the party that receives the greatest benefit for such endeavor. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith.

D. The purchase of the Subject Property is subject to a condition precedent that the 501(c)(3) non-profit organization called NEXT which has been serving the community of Birmingham and its neighbors for over forty (40) years offering support services and programs that focus in allowing older adults to live independently, will secure a written three (3) year commitment from the Birmingham School District for the present and continued use of Midvale School, which is owned by the Birmingham School District, located at 2121 Midvale St., Birmingham, MI 48009.

E. Once the three (3) year lease term between the Seller and the Purchaser is completed, in 2026, the Seller may enter into a successive lease with the Purchaser wherein the Seller will maintain a presence providing for YMCA services for the community and utilizing approximately 10,000 square feet of the Subject Property.

F. During the initial three (3) year lease term (the effective date is 2023-2026), the Seller will begin integration and working collectively with the Purchaser and NEXT in order to continue to provide YMCA services for the community. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith.

G. The purchase and Closing of the Subject Property is conditional and dependent upon the Purchaser's satisfaction with the due diligence and exploratory analysis of environmental studies, structural analysis, title searches, surveys, appraisal, site plan development, utility assessments and all other analysis and assessments in order to satisfy the Purchaser of the integrity of the Subject Property. The structural analysis and environmental studies have been completed as of the Effective Date.

H. Any future improvements to the Subject Property and costs for improvements are not part of this Agreement, but will need to be developed in the future with NEXT, the Seller and Purchaser. There will be separate sources of funding for any future improvements, evaluations, and enhancements and agreements to perform such improvements. Notwithstanding anything to the contrary contained in this Agreement or in the lease, the Purchaser will not participate in any pool-related repairs, equipment replacements, improvements, capital improvements, maintenance or changes.

5. Evidence of Title.

A. Title Commitment. As evidence of Title, Purchaser shall obtain a Commitment for an A.L.T.A. fee owner's policy of title insurance with extended coverage to be

marked up and/or issued at Closing (with a final policy (the "Title Insurance Policy") issued as soon as possible thereafter) without standard exceptions, in the amount of the total Purchase Price (the "Commitment"), which Commitment shall be issued by Seaver Title Agency, whose address is 42651 Woodward Ave., Bloomfield Twp., MI 48304 ("Title Company"), the same to bear a date later than the Effective Date, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which Purchaser has not objected or if objected to which Purchaser has waived in writing. Purchaser shall, at the time of Closing, order the Title Insurance Policy from the Title Company pursuant to said Commitment. The Title Insurance Policy shall include a tax parcel endorsement insuring that the Subject Property is its own separate tax parcel and such other endorsements as Purchaser may request and it shall be Seller's obligation to meet all of the requirements imposed by the Title Company to issue such endorsements. The cost of said Commitment and Title Insurance Policy shall be paid for by Seller and Purchaser shall be responsible for the cost with respect to all title endorsements requested by Purchaser. The Title Insurance Policy to be issued to Purchaser at Closing shall be free of all mechanic's lien exceptions and Seller shall be responsible for taking such actions as may be required including, without limitation, providing an indemnity to Title Company to insure that the Title Insurance Policy is issued without any mechanic's lien exceptions.

B. Survey. Seller agrees to furnish or cause to be furnished to Purchaser, within five (5) days following the Effective Date, Seller's existing A.L.T.A. boundary survey of the Subject Property, if any (the "Survey"). Thereafter, Purchaser shall have the right to obtain a current A.L.T.A. boundary survey (the Updated Survey"), at Purchaser's sole cost and expense.

C. Objections. If objection to the title is made by Purchaser within ten (10) business days following Purchaser's receipt of the last of the Title Commitment, legible copies of all items of record and the Updated Survey, stating that the title is not satisfactory to Purchaser, Seller shall have ten (10) business days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above satisfactory to Purchaser in all respects, or (3) to notify Purchaser that Seller is unable to remedy all such objections after using best efforts to do so; provided, that Purchaser may elect to waive such defects and proceed with this transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts, Seller shall pay such amounts and cause such liens or encumbrances to be paid off and released at or prior to Closing. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within fifteen (15) days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable to remedy the title or obtain title insurance within the time specified, Purchaser may elect to terminate this Agreement, without penalty or cost to Purchaser.

6. Possession. Exclusive ownership shall be delivered to Purchaser at the time of Closing. However, possession will continue with the Seller by entering a lease for a period of three (3) years from the Closing Date for the cost of One Dollar (\$1.00) annually (the effective date is 2023-2026).

7. Representations, Warranties and Covenants. Seller represents and warrants unto Purchaser, as of the Effective Date and as of the Closing Date, as follows:

A. Seller has good, marketable and insurable fee simple title to the Subject Property, free and clear of all mortgages, liens, encumbrances, leases, occupancy agreements, security interests, covenants, conditions, restrictions, rights of way, easements, judgments, or other matters affecting title except for the Permitted Exceptions and any mortgages, liens or other encumbrances to be paid by Seller at Closing as provided herein, Seller will not cause any modification thereof through, to and including the Closing Date. Seller has the authority on behalf of itself and all other persons or entities who may have an interest in the Subject Property to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at Closing do not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Subject Property is subject.

B. Seller has not received any notice that the Subject Property or any portion thereof is situated, used, or operated in violation of and, to the best of Seller's knowledge the Subject Property is not situated, used, or operated in violation of, any law, court order, regulation, ordinance or requirement of, county, state or federal governmental authority.

C. To the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, there are no patent or latent defects or adverse facts or dangerous conditions that exist upon the Subject Property, the Improvements and every part thereof and all appurtenances thereto, including, but not limited to, the heating, air conditioning, plumbing, sanitary sewer, roof, fire prevention system, mechanical and electrical, pool equipment and all other systems, are in a good state of repair and are in good working order and not in need of any repairs and/or replacements.

D. The parties executing this Agreement on behalf of Seller have the full power and authority to enter into and perform this Agreement on behalf of Seller.

E. To the actual knowledge of Seller, all information of Seller provided to Purchaser heretofore or hereafter to be provided, including the information referred to on Exhibit "C" attached hereto, are true, correct and genuine in all material respects.

F. There are no lawsuits, condemnation proceedings, administrative proceedings or environmental investigations, pending or, to the actual knowledge of Seller, threatened, affecting the Subject Property or Seller's ability to convey same and there are no special assessments, charges or other obligations or improvements affecting the Subject Property.

G. There are no leases, occupancy agreements or other contracts, written or oral, express or implied, with respect to the Subject Property and notwithstanding anything contained herein to the contrary, the Building will be unoccupied on the Closing Date, subject to the rights of Seller under the lease as provided in Section 4 above.

H. There are no rights of first refusal, rights of first offers or other preferential rights with respect to the Subject Property.

I. To the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, no Hazardous Materials are situated upon or buried in the Subject Property, and neither Seller nor any user nor its or their respective agents or employees are in violation of any Environmental Laws. Neither Seller or any tenant or affiliate of Seller have used, generated, treated, released, stored or disposed of any Hazardous Materials in, on, under or about the Subject Property except in strict compliance with all Environmental Laws. Seller further represents and warrants, to the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, that: (i) the Subject Property and its present use complies with all Environmental Laws, all zoning, building and other land use matters and utility availability laws, ordinances and regulations; (ii) neither Seller nor the Subject Property is the subject of any pending or threatened investigation, inquiry or proceeding under any Environmental Laws; and (iii) there are no underground storage tanks situated in, on or under the Subject Property.

For the purposes of this Agreement, "Hazardous Materials" shall include, but shall not be limited to, chemical waste, toxic or hazardous substances, chemicals or wastes, solid waste and any other substances or materials regulated by any Environmental Laws, and shall include substances defined as "hazardous substances" or "toxic substances" in CERCLA, RCRA (as such acronyms are defined below), the Hazardous Materials Transportation Act and those substances defined as hazardous or contaminated waste in any federal, state or local laws and the regulations adopted and publications promulgated pursuant to said laws. For purposes of this Agreement the term "Environmental Laws" shall mean and include any and all laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority existing as of the Effective Date pertaining to health, air or water quality, hazardous substances, hazardous waste, waste disposal, air emissions or the environment, and relating to the Subject Property, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA"), the Federal Water Pollution Control Act Amendments, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976, as amended, ("RCRA"), the Hazardous Materials Transportation Act of 1975, as amended, the Safe Drinking Water Act, as amended, and the Toxic Substances Control Act, as amended. Likewise, the terms "hazardous substance", "release" and "threatened release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided that, to the extent the laws of the state where the Subject Property is located establish a meaning for "hazardous substance", "release", "solid waste" or "disposal" which is broader than that currently specified in CERCLA or RCRA, such broader meaning shall apply with regard to the Subject Property.

J. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at Closing.

The foregoing representations, warranties and covenants shall be continuing and be deemed remade by Seller as of the Closing Date with the same force and effect as if in fact made

at that time. All such representations, warranties and covenants shall survive the Closing and the execution and delivery of the Deed for a period of six (6) months. The continuing truth and correctness of the foregoing representations, warranties and covenants shall be conditions precedent to Purchaser's obligation to close under this Agreement.

If at any time Purchaser determines that any of the representations and warranties set forth above are incorrect or untrue or in the event that that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, at no penalty or cost to Purchaser, and in which event any costs incurred by due diligence of Purchaser shall be returned to Purchaser in addition to any other rights and remedies available to Purchaser as provided in this Agreement.

Subject to the representations and warranties of Seller as set forth in this Section 7 above and to any document delivered by Seller to Purchaser at Closing, Purchaser acknowledges and agrees that neither Seller nor any of Seller's agents, employees or representatives have made any, and Purchaser is not relying on any, representation or warranty regarding the Subject Property or the condition thereof or the suitability of the Subject Property for Purchaser's intended development or use thereof, and Purchaser is purchasing the Subject Property in its "as-is" condition as of the Closing, including, but not limited to, the environmental condition of the Subject Property, with all faults and defects, latent or patent.

8. Conditions Precedent. The obligation of Purchaser to close on the transaction contemplated herein shall be conditioned upon the recitations in Section 4, and upon each of the following conditions precedent:

A. Title and Survey. Satisfaction of the title and survey conditions of Section 4 hereof, including that the Title Company shall have irrevocably committed to issue the Title Insurance Policy or provided a satisfactory "marked up" title commitment to issue such Title Insurance Policy in the condition required herein and insuring Purchaser's ownership of the Subject Property.

B. Inspection Period. Purchaser and its agent shall have a period of ninety (90) days (the "Inspection Period") commencing from the date of Purchaser's receipt from Seller of the last to be received of (i) a fully executed, accepted copy hereof; and (ii) the Due Diligence Information (defined below) to:

(i) Inspect or cause to be inspected all aspects of the physical and economic condition of the Subject Property, access to which shall be freely granted to Purchaser and/or Purchaser's agents, representatives, at all reasonable times ("Inspections").

(ii) Obtain all necessary Purchaser's approvals as may be necessary, or required or prudent in Purchaser's sole judgment for Purchaser's intended use and development of the Subject Property (the "Governmental Approvals").

If Purchaser is not satisfied in its sole and exclusive discretion with the results of the inspections for any reason whatsoever, Purchaser may rescind this transaction by mailing written notice to Seller within three (3) business days following the expiration date of the Inspection Period. Purchaser shall have no obligations to notify Seller of any reasons for such rescission.

C. Due Diligence Information. Within five (5) days following the Effective Date, Seller shall provide Purchaser with copies of each of the due diligence materials identified on Exhibit "C" (the "Due Diligence Information").

D. Material Advance Changes. There shall be no material changes in the physical or economic condition of the Subject Property from the Effective Date to the Closing Date.

E. Representations and Warranties. All of Seller's representations, warranties and agreements contained herein shall be true and correct as of the Effective Date and on the Closing Date, which Seller shall certify to at Closing, and Seller shall not have, on the Closing Date, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

9. Closing.

A. The consummation of the transactions herein contemplated (the "Closing") shall take place at the offices of Purchaser's counsel or the Title Company fourteen (14) days after the later to occur of expiration of the Contingency Period, or such other date to be mutually agreed upon in writing by Purchaser and Seller (the "Closing Date"), provided that Purchaser shall not be obligated to close unless title can be conveyed in the condition required herein and all conditions to Purchaser's obligations have been satisfied or waived. Seller shall deliver exclusive possession of the Subject Property to Purchaser at Closing, subject only to the Permitted Exceptions, and all other conditions contained herein.

B. At Closing, Purchaser shall pay to Seller the Purchase Price, plus or minus prorations and other adjustments as provided herein, by wire transfer or certified or cashier's check, and Purchaser shall execute a closing statement and such other documentation as the Title Company may reasonably require to consummate the transactions described herein.

C. Seller shall pay its own attorneys' fees, state and county transfer taxes, the title premium for the Title Insurance Policy and the recording fees for any curative instruments. Purchaser shall pay its own attorneys' fees, and the recording fee for the Deed. The parties shall share equally in the cost of any Title Company documentation or escrow fees. All costs or expenses of performance of obligations hereunder and of the consummation of the transactions contemplated herein that have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense. The provisions of this paragraph shall survive the Closing and delivery of the Deed.

10. Closing Adjustments. The following shall be apportioned against sums due Seller at Closing:

A. All real and personal property taxes and special assessments of whatever nature and kind which have become due and payable or are delinquent as of the Closing Date shall be paid and discharged by Seller. All taxes for periods prior to Closing which have not yet been paid shall be prorated at Closing in accordance with local custom with Seller responsible for taxes on the Closing Date and, if Closing occurs prior to the receipt by Seller of the tax bill for the Subject Property for the applicable tax period, credit for taxes shall be based upon the one hundred fifteen (115%) percent of the most recent ascertainable assessed valuation.

B. Seller shall be responsible to pay all state, county, city and other real estate conveyance, tangible, intangible, stamp and similar taxes and any other transfer taxes due upon Closing or required to be paid upon recording of the Deed.

11. Casualty. Until the day of Closing and actual exchange of legal title for the consideration to be paid hereunder, all risk of loss with respect to the Subject Property shall be borne by Seller. In the event of destruction or damage to the Subject Property prior to the Closing Date, Purchaser shall, at its option, have the right to (i) cause Seller to repair all damage to the condition existing prior to the destruction or damage; (ii) take the proceeds of the insurance, requiring Seller to pay the deductible amounts and proceed and go forward with the transaction, or (iii) declare the transaction to be void and of no further force and effect and Purchaser shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder.

12. Condemnation. In the event that notice of any action, suit or proceeding shall be given prior to the Closing Date for the purpose of condemning any part of the Subject Property, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at Closing.

13. Indemnity.

Seller shall indemnify, defend and hold Purchaser harmless from and in respect to any claims asserted by claimants against Seller or of the Subject Property up to and including the Closing Date. In no event shall Purchaser assume any liability of Seller. The parties acknowledge that this is not a sale of a business nor shall Purchaser be deemed a successor of Seller.

14. Seller's Covenants. From the Effective Date until the Closing Date:

A. Seller shall maintain the Subject Property in the same manner as the same has heretofore been maintained and shall permit no wasting of the Subject Property.

B. Seller shall not enter into any lease, lease amendment, license or occupancy agreement of any kind, without Purchaser's prior written consent, in each such instance.

C. Seller shall not transfer any of the Subject Property, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract or other agreement affecting the Subject Property which is not cancelable on and as of the Closing Date without Purchaser's prior written consent, in each such instance.

15. Broker. Seller and Purchaser do hereby certify, represent and warrant, each to the other, that they have not engaged, enlisted, employed or otherwise made use of any real estate broker or salesperson in connection with this sale. Seller shall indemnify, defend the Purchaser and their respective successors and assigns, harmless with respect to any claim of any real estate broker or salesperson claiming a commission and/or damages through or under the indemnifying party in connection with this transaction, including, without limitation, reasonable attorneys' fees, court costs and legal expenses.

16. Governing Law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

17. Binding Effect. This Agreement shall bind the parties hereto, their respective heirs and assigns. Purchaser may freely assign its interest hereunder. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

18. Notices. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid, or (iv) when sent by facsimile or electronic (pdf) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows:

If to Seller:

Helene Weir, President & CEO
YMCA of Detroit
1401 Broadway, Suite 3A
Detroit, Michigan 48266
Telephone: (313) 223-2496 or (602) 795-2211
E-Mail: Helene.weir@ymcadetroit.org

If to Purchaser:

With a Copy to:

Thomas M. Markus, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
Telephone: (248) 530-1809
E-Mail: tmarkus@bhamgov.org

Mary M. Kucharek, City Attorney
Beier Howlett, P.C.
3001 W. Big Beaver Rd., Ste. 600
Troy, MI 48084
Telephone: (248) 282-1075
E-Mail: mkucharek@bhlaw.us.com

19. Time for Performance. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.**

20. Entire Agreement. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

21. Survival. The terms, conditions, covenants and other provisions of this Agreement shall survive the Closing.

22. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date signed by Purchaser shown below and Seller has accepted same on the date signed by Seller shown below.

THIS SECTION INTENTIONALLY LEFT BLANK

SELLER:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN
DETROIT

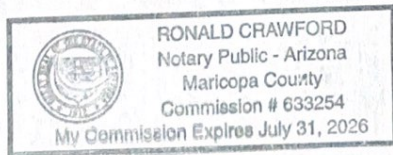
By: *Helene Weir*
Helene Weir, President & CEO

Date signed by Seller: 5.25, 2023

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 05 day of 25, 2023, before me personally appeared HELENE WEIR, President and CEO who acknowledged that, with authority on behalf of Young Men's Christian Association of Metropolitan Detroit to do, so she signed this Agreement.

Ronald Crawford
Notary Public
Maricopa County, Michigan *AZ*
Acting in Maricopa County, Michigan *AZ*
My commission expires: 07-31-2024 *AZ*



PURCHASER:

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Date signed by Purchaser: _____, 2023

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

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

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

EXHIBITS:

- Exhibit "A" Legal Description
- Exhibit "B" Plat Map
- Exhibit "C" Subject Property Information

EXHIBIT "A"

LEGAL DESCRIPTION

The following legal description is from the site survey conducted by Raymond J. Donnelly & Associates dated December 1986.

Lots 5-14 both inclusive except the northerly 3' thereof, all of lots 15, 16, 17, 18, 64, 65, 66 and 67 of "Birmingham-Woodward Subdivision" of part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, T. 2N, R. 10E. Bloomfield Twp., Oakland County, Michigan, Recorded in L. 40, /P. 23 of Plats, Oakland County Records.

Commonly known as: 400 E. Lincoln Street, Birmingham, Michigan
48009

Tax Parcel No.: 08-19-36-403-032

EXHIBIT “B”

PLAT MAP

Plat Map



EXHIBIT “C”
SUBJECT PROPERTY INFORMATION

Seller shall provide Purchaser with copies of any of the following items currently in its possession and control:

1. Copies of existing title polices.
2. Copies of existing surveys.
3. Copies of existing in-house and third-party property condition assessments (“PCA’s”) or other report assessing the physical condition of the Subject Property.
4. Copies of existing environmental reports including phase I ESA’s and/or phase II ESA’s; copies of existing geotechnical reports and soil testing reports and analyses.
5. Copies of the current and past three (3) years of utility bills.

ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BIRMINGHAM AND NEXT**

This Memorandum of Understanding is entered into as of this 7 day of May, 2023, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 and **NEXT**, a 501(c)(3) nonprofit organization whose address is 2121 Midvale, Birmingham, Michigan, 48009, hereinafter referred to as "parties" at times or by name.

WITNESSETH:

WHEREAS, NEXT, a 501(c)(3) nonprofit organization, which has been serving the community for over 40 years offering support services that focus on allowing all older adults to live independently; and,

WHEREAS, NEXT is currently utilizing space at 2121 Midvale, Birmingham, Michigan, 48009, which is a school building and provided in kind by the Birmingham Public Schools; and,

WHEREAS, NEXT provides a comprehensive service department providing information, referrals, classes and activities for all individuals 50 years of age and older residing in the City of Birmingham and in neighboring communities; and,

WHEREAS, the activities and services provided include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of persons over 50 years of age; and,

WHEREAS, the Birmingham Public Schools has not provided a definitive response to offers for a permanent lease or purchase of the building in which NEXT has its presence; and,

WHEREAS, the City of Birmingham embraces the services by NEXT and desires to foster a physical permanency so that NEXT can continue to serve the growing senior community of the City of Birmingham and its neighbors; and,

WHEREAS, NEXT needs to be able to rely upon stabilization and predictability for its finances and physical presence in order to continue to serve the community's senior population.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. NEXT will agree to receive appropriated funds for services pursuant to MCL 400.571 through 400.577 which allows a local unit of government to appropriate funds in order to provide money to private nonprofit corporations or organizations for the purpose of planning, coordinating and providing services to older persons.

2. NEXT will continue to seek and receive money from the communities of the City of Birmingham, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin in order to support and provide ongoing services to the senior community

3. NEXT will agree to seek funding from grants and charitable contributions and through acts of fundraising as it does now.

4. NEXT will secure a written agreement with Birmingham Public Schools by June 1, 2023. The agreement shall be in writing wherein the Birmingham Public Schools commits to NEXT for the continued use of Midvale School building for the NEXT operations for up to three (3) years from the date of the executed Agreement between NEXT and Birmingham Public Schools.

5. At the completion of the above stated three (3) years, or sooner, NEXT will move its operations and become physically present in the Building and property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009, currently the YMCA property.

6. NEXT recognizes and acknowledges that this written Agreement from Birmingham Public Schools is a necessary condition precedent to a Purchase Agreement that will be entered into between the City of Birmingham and the YMCA of Metropolitan Detroit. Without this commitment from Birmingham Public Schools, the City of Birmingham cannot move forward with its purchase of the YMCA Building which will ultimately assist NEXT in serving the senior citizen community.

7. Once NEXT moves into the building, located at 400 E. Lincoln St., Birmingham, Michigan, 48009, in 2026, or sooner, YMCA will continue to provide services and will occupy approximately twenty-five percent (25%) of the square footage in a lease arrangement with the City. NEXT will lease approximately seventy-five percent (75%) or more, of the square footage.

8. NEXT agrees and acknowledges with the City that NEXT will provide and integrate and continue to lease at least seventy-five percent (75%) or more, of the square footage from the City and enter into a lease agreement to be completed at a future date from this Memorandum of Understanding for the above listed property.

9. NEXT agrees to contribute Five Hundred Thousand Dollars (\$500,000.00) to the City of Birmingham as a contribution towards the purchase of the property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009 and will contribute those monies to the City of Birmingham on the date of closing. The City of Birmingham will acknowledge receipt of the contribution towards the purchase of the property when it considers its ultimate lease arrangement in 2026 with NEXT. It is the intent of the City to enter into a long-term lease of this property to NEXT for the price of One Dollar (\$1.00) per year. The details of the lease will provide these assurances for NEXT. If for some reason a mutually agreeable lease arrangement between the City of Birmingham and NEXT fails to be achieved, then in showing of good faith, the City will

return the Five Hundred Thousand Dollar (\$500,000.00) contribution from NEXT towards the purchase price of the property.

10. NEXT will reimburse the City for all exploratory due diligence inspections and inquiries that the City must make in order to purchase the building at 400 E. Lincoln, Birmingham, Michigan, 48009, including, but not limited to environmental studies, structural evaluations, appraisal, title search, surveys, site plan development, utility analysis and contract development. NEXT has received over Two Hundred Thousand Dollars (\$200,000.00) in grant money from Oakland County, Michigan to be used for such endeavors.

11. NEXT accepts there will be future improvements made to the building and property and the cost and plans of those improvements are not a part of this Memorandum of Understanding, but will be developed in the future. There will be separate sources of funding for any future improvements and renovations to the property at 400 E. Lincoln Street, Birmingham, Michigan, 48009. The City will fund the improvements and renovations with the assistance of NEXT and NEXT contributing finances. The lease between NEXT and the City will require ongoing maintenance of the building to be the responsibility of NEXT. Those details will be outlined in a lease agreement.

12. This Memorandum of Understanding may be amended in any part by only written agreement of the parties hereto.

13. The parties agree to be obligated to fully comply with all applicable City ordinances, state and federal laws, regulations, grant conditions, and contract provisions.

14. This Memorandum of Understanding is a binding Agreement and shall be in full force and effect on the date it is signed by all parties. This binding Memorandum of Understanding shall remain in effect and continue indefinitely.

NEXT

By: Christopher Brown
Its: Executive Director

C. WOODS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 16, 2028
ACTING IN COUNTY OF Oakland

C. Woods
C. Woods

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 17 day of May, 2023, before me personally appeared Christine Draon who acknowledged that with authority on behalf of NEXT to do so he/she signed this Agreement.

C Wood

Notary Public

oakland County, Michigan

Acting in oakland County, Michigan

My commission expires: 10/16/2028

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

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

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

ATTACHMENT 3



Combined YMCA & Next Facility Acquisition Tasks and Timetable

May-July 2023

- Complete Purchase Agreement
- Secure Title Search and Title Insurance
- Complete Land Survey
- Complete Memorandum of Understanding between the City and Next.
- Secure copy of agreement between Next and BPS for three year lease of Midvale.
- Complete Interim three year lease agreement (2023-2026) between the City and YMCA prior to closing.
- Update the three neighboring communities (Bingham Farms, Beverly Hills, Franklin) about the proposed purchase prior to the City Commission Meeting at which the Commission considers approval of the Purchase Agreement. The neighboring cities will be asked for financial aid.
- Prepare and present report (Ecker and Gerber) regarding a proposed Senior Millage for any interim maintenance repairs per the Purchase Agreement and to start a sinking fund for eventual permanent upgrades (millage would be a 1/3rd mill generating about 1 million per year). The report will also discuss a future Bond Issue for permanent improvements.
- Close on the YMCA Property.

Summer 2023

- Continue to discuss the financial participation with the three current participating cities and consider participation of other neighboring jurisdictions.
- City Manager establishes regular meetings with the YMCA and NEXT to develop a plan for the transition of NEXT and YMCA into a joint use of the YMCA space and necessary improvements to the facility and grounds.

Fall 2023

Possible Senior Millage Ballot on the November 7, 2023 Election



Winter 2023/2024

Develop a financial plan for both interim and long term operations and improvements:

1. Ongoing NEXT fundraising.
2. Municipal contributions from member cities.
3. Work with NEXT and YMCA regarding charges for users of the joint facilities.
4. Pursue Federal, State, and County financial support for operations and improvements.
5. Develop a policy for naming rights and corporate and individual fundraising as a part of a capital campaign.



Acquisition Tasks & Timetable

Summer 2024

Second payment is due for YMCA purchase after July 1, 2024.

Fall 2024

Develop a scope of work for the selection of architectural services to work with Cities, YMCA and NEXT for a renovation plan.

Acquisition Tasks & Timetable

Winter 2024/2025

Architect develops a renovation plan for the YMCA building and grounds for its long term uses.

Fall 2025

City seeks bids and awards a bid for the renovation of YMCA building and grounds.

Acquisition Tasks & Timetable

Winter 2025/2026

Start renovation construction of YMCA building and grounds.

Fall/Winter 2026

Complete construction.





MEMORANDUM

City Manager's Office

DATE: May 30, 2023

TO: Thomas M. Markus, City Manager

FROM: Jana Ecker, Assistant City Manager
Mark Gerber, Finance Director

SUBJECT: Proposed Senior Millage

INTRODUCTION:

The City of Birmingham, like the rest of the country, is watching its population age. By 2040, approximately one in five Americans will be age 65 or older, up from approximately one in eight in 2000.

BACKGROUND:

The City Commission adopted strategic goals in November of 2022, which included supporting an engaged and connected community by offering City services and amenities that enrich the lives of residents of all ages as a main goal. This strategic goal includes a recommendation to “create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house NEXT senior services, and a continuation of YMCA services, to offer space for multigenerational programs, and engage with youth in the community with a teen board or committee”.

On April 24, 2023, the City Commission created an Ad Hoc Aging in Place Committee (“Ad Hoc AIPC”) as recommended in the Strategic Plan to facilitate an aging in place plan. The scope of the Ad Hoc AIPC includes conducting a detailed demographic study of trends and patterns in our population, a review of existing senior services and identification of unmet needs, and the development of a City-wide action plan outlining visions and goals to encourage senior residents to age comfortably in Birmingham.

In addition, over the past several months, the City has also been working with NEXT to develop a plan for a permanent senior/community center to house NEXT and a continuation of YMCA services, and to offer space for multigenerational programs, as recommended in the Strategic Plan. The City has now reached an agreement to purchase the Birmingham YMCA building at

400 E. Lincoln Street to establish a permanent senior/community center to house NEXT, a continuation of YMCA services, and to offer space for multigenerational programs. The proposed split of the building would be approximately 75% for NEXT senior services, and 25% for the YMCA.

As discussed earlier in the agenda, the agreement to purchase the YMCA building is for \$2 million, to be partially funded with an upfront payment of \$1,500,000 at closing (\$500,000 will be a direct contribution to the City from NEXT), and a final payment of \$500,000 from the City one year after closing. Funds for this acquisition will be paid from the City's General Fund.

At this time, the City is also proposing a 0.33 mill levy for a three year term to make interim improvements to the YMCA building and to establish a sinking fund to contribute towards the cost of permanent improvements. The sinking fund proceeds are expected to be combined with a future bond issue to complete the renovation improvements to establish a permanent senior/community center.

Michigan Public Act 39 of 1976 allows the governing body of a local unit to submit a millage proposition to the electorate to levy up to 1 mill for services to older citizens. This proposition may be submitted at any election held by the local unit of government, except for a special election called solely for the purpose of submitting the millage proposition.

Michigan Public Act 206 of 1893 further provides that all millage propositions on a ballot must contain the following information:

- Ballot shall fully disclose each local unit of government to which the revenue from that millage will be disbursed.
- The millage rate to be authorized.
- The estimated amount of revenue that will be collected in the first year that the millage is authorized and levied.
- The duration of the millage in years.
- A clear statement of the purpose for the millage.
- A clear statement indicating whether the proposed millage is a renewal of a previously authorized millage or the authorization of a new additional millage.

The City Commission is thus asked to consider the following language to be placed on the ballot for the general election on Tuesday, November 7, 2023:

Do you approve of the addition of a new 0.33 mill levy to collect approximately \$1,053,750 in revenue per year to be disbursed to the City of Birmingham for the purpose of making interim improvements and establishing a sinking fund for a senior center that will provide a full array of services for older citizens for a three year term, ending on July 1, 2027?

Should the City Commission recommend approval of the above millage language to be placed on the ballot for the November 7, 2023 election, the City Clerk must certify the ballot wording of the proposal qualified to appear on the ballot by Tuesday, August 15, 2023.

After the ballot wording has been certified by the City Clerk, the City Clerk must then forward this ballot language to the Oakland County Clerk before 4:00 p.m. on Thursday, August 17, 2023.

It is important to note that the proposed senior millage will provide funding for interim improvements and a sinking fund to contribute towards the cost of permanent improvements to the property, but will not provide complete funding for the renovation or expansion of the building to accommodate NEXT senior services. The City anticipates that a general obligation bond issue will be considered after the millage expires to fund a portion of permanent improvements to the building.

LEGAL REVIEW:

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

FISCAL IMPACT:

The senior millage proposition presented to the City Commission for consideration is a 0.33 mill levy for a three year term to fund interim improvements to the YMCA building and to establish a sinking fund for permanent improvements to the building and property into the future.

If approved by a majority of the electorate, this levy would be placed on tax bills effective July 1, 2024. Based on the City's taxable value for fiscal year 2023 -2024, this senior millage would generate approximately \$1,053,750 per year to be disbursed to the City. Similar to the City's other levies (excluding debt), this levy would be subject to Headlee and will decrease over time based on the Headlee rollback calculation.

PUBLIC COMMUNICATIONS:

The proposed senior millage will be discussed at the public meeting of the City Commission on June 5, 2023, and would be placed on the November 7, 2023 ballot, allowing the electorate to vote on the proposal.

SUMMARY:

The City Commission may wish to adopt a resolution to place a 0.33 senior millage on the ballot for the November 7, 2023 general election to support the purchase of senior/community center, and to establish a sinking fund for permanent improvements to the building and property into the future.

ATTACHMENTS:

- None

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to submit a 0.33 senior millage proposition to the electorate on the ballot for the November 7, 2023 general election as follows:

Do you approve of the addition of a new 0.33 mill levy to collect approximately \$1,053,750 per year in revenue to be disbursed to the City of Birmingham for the purpose of making interim improvements and establishing a sinking fund for a senior center that will provide a full array of services for older citizens for a three year term, ending on July 1, 2027?



MEMORANDUM

Fire Department

DATE: June 5, 2023

TO: Thomas M. Markus, City Manager

FROM: Paul A. Wells, Fire Chief

SUBJECT: 2008 Sutphen SPH100 Aerial Platform Replacement (Ladder 1)

INTRODUCTION:

The Fire Department recommends replacing Ladder 1, which is a 2008 Sutphen SPH100 Mid-Mount Aerial Platform, with a 2026 Sutphen SPH100 Mid-Mount Aerial Platform. Currently there is a backlog of aerial platform orders from the industry's main manufacturers. The current wait and build time for an aerial platform, depending on manufacturer, is 36-48 months. Build times are increasing quarterly as manufacturers struggle with backlogs due to Cities using American Rescue Plan Act (ARPA) funds towards new aerial platform purchases and ongoing supply issues. Proceeding with an order to replace Ladder 1 today will save the City an estimated \$100,000. Manufacturers are increasing costs quarterly by 3% to 7%. The next price increase with Sutphen will occur on June 15th and September 15th respectively. Placing an order after June 15th will also increase the delivery date from 36-38 to 44-48 months. No deposit is required and full payment is due upon delivery to the City of Birmingham.

BACKGROUND:

Ladder 1 is a 2008 Sutphen SPH100 Mid-Mount Aerial Platform. Ladder 1 was purchased in 2008 for \$900,000.00 and it replaced the previous 1984 Sutphen SPH100. Over the years, Ladder 1 has been a mostly reliable truck. It has been used not only for its offensive and defensive residential and commercial firefighting capabilities, but also for performing non-fire rescues. Over the years Ladder 1, with its 100-foot vertical and horizontal reach, was used in several rescues of injured construction workers on job sites. The bucket has an attachment for a rescue basket. The underside of the bucket has a D-ring that can be used as a lowering and raising point.

The Caterpillar (CAT) motor in the vehicle had some issues with its first generation clean diesel. The fire department, along with the City's mechanics, have been able to mitigate these motor issues with scheduled maintenance and operational changes. Due to the age of the apparatus, Ladder 1 has needed an increase in preventative maintenance. The estimated preventative maintenance costs over the past year was \$40,000.00. The fire apparatus fleet score card, which

PUBLIC COMMUNICATIONS:

In the summer of 2026, when the department takes delivery of the new Ladder 1, the City will promote the new apparatus.

SUMMARY:

The fire department is requesting approval of the purchase of a 2026 Sutphen SPH100 Mid-Mount Aerial Platform. Approving the purchase of this apparatus today will save the City approximately \$100,000.00 before the June 15th price increase, along with locking in the price to avoid any other increases over the next 3 years. The build time will also be reduced as the timeframes are extended quarterly due to supply and demand issues among all manufacturers. No deposit is required and the apparatus purchasing fund is scheduled to have the funds available when payment is due in 36-38 months. The City of Birmingham participates in the Houston-Galveston Area Council (H-GAC) cooperative purchase program which qualifies for a 15% discount and is reflected in the HGACBuy contract. The Sutphen SPH100 is competitively priced compared to other ladder platform providers.

ATTACHMENTS:

1. City of Birmingham Purchase Agreement
2. Sutphen Proposal letter (Attachment A)
3. HGACBuy Contract for 2026 Sutphen SPH100 Mid-Mount Aerial Platform (Attachment B)
4. 2026 Sutphen SPH100 Mid-Mount Aerial Platform warranties (Attachment C)
5. Birmingham SPH100 dimensional drawing
6. Sutphen SPH100 informational flyer
7. Certificate of liability insurance

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a 2026 Sutphen SPH100 Mid-Mount Aerial Platform from Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 in the amount not to exceed \$1,850,000.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be available in the Machinery and Equipment account #663.0-344.000-971.0100.

**AGREEMENT
BETWEEN THE CITY OF BIRMINGHAM
AND SUTPHEN CORPORATION FOR FIRE APPARATUS (FIRE TRUCK)**

THIS AGREEMENT is entered into this ___ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **SUTPHEN COPRORATION** of Dublin, Ohio (hereafter referred to as "Vendor") and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to purchase Sutphen fire apparatus, 2026 Sutphen SPH 100 (fire truck); and

WHEREAS, Vendor has qualifications that meet the project requirements including various warranties during the warranty period and has provided said warranties to the City, Attachment "C"; and

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that Vendor's Proposal Letter shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the Vendor's Purchase Agreement/Proposal the terms of this Agreement shall prevail.

2. WARRANTY: This Agreement shall have various warranties from the date stated above as set forth in Attachment "C." The 2026 Sutphen SPH 100 Mid-Mount Aerial Platform offered shall be standard new equipment, current model or most recent regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Vendor further warrants and represents that components or deliverables specified and furnished by or through the Vendor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error free in operation and guaranteed against faulty material and workmanship for the warranty period, or for one (1) year from the date of acceptance, whichever is longer. During the project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by Vendor at no cost or expense to the City.

3. TERMS OF PAYMENT and DELIVERY: The City shall pay One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) as set forth in Attachment "B" and shall be payable upon delivery of the equipment to the City of Birmingham Fire Department, 572 S. Adams, Birmingham, MI 48009. Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement. The apparatus and

equipment being purchased hereunder shall be delivered to Purchaser within approximately thirty six (36) to thirty eight (38) months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services.

4. INSURANCE SUBMISSION REQUIREMENTS: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

6. INDEPENDENT VENDOR: The Vendor and the City agree that the Vendor is acting as an independent vendor with respect to the Vendor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Vendor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

7. COMPLIANCE WITH LAWS: Vendor agrees to fully and faithfully carry out the duties set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes

of professional conduct to which Vendor is subject, Vendor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

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

The Vendor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Vendor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Vendor 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 Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E)

Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

10. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Fire Chief Paul Wells

Vendor: SUTPHEN CORPORATION
6450 Eiterman Road
Dublin, OH 43016
Attn: Drew Sulphen

11. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

12. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

13. COMPLETE AGREEMENT: The parties agree that the Vendor's Purchase Agreement/Proposal shall be incorporated herein by reference (Attachment "A") and shall become a part of this Agreement, and the parties agree this Agreement sets forth all terms and conditions of Vendor's agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

14. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. FAILURE TO PERFORM. If Vendor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties

elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

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

(Vendor) Sutphen Corporation
By: Quinn Sutphen
Its: President

ATTACHMENT A



SUTPHEN

PROPOSAL

TO THE:

DATE: May 17, 2023

Fire Chief Paul Wells
Birmingham Fire Department
572 South Adams
Birmingham, Michigan 48009

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen SPH100 Aerial Platform, Complete and Delivered for the total sum of.....\$ 1,850,000.00. The total purchase price includes a \$33,321.46 contingency fund as listed in the HGAC purchase documents. Payment is due at delivery in the City of Birmingham, Michigan

The unit shall be manufactured completely in accordance with the following proposal and delivered in approximately **(36-38)** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid until **June 14th, 2023**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,

David R. Desrochers

David R. Desrochers, Vice President
Apollo Fire Apparatus Sales and Service

Authorized Representative for the
Sutphen Corporation
Cell Phone (248) 736-3371
ddesrochers@apollofire.com

SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

ATTACHMENT B

CITY OF BIRMINGHAM

PUBLISHED OPTIONS							
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
A	10000200	1	PROPOSAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
A	10000210	1	APPROVAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
D	22010100	-1	DRIVE LINE, SPICER, 1810 SERIES (Tandem)	IPOS	\$1,153.00	-\$1,153.00	-\$980.05
A	22010250	1	DRIVE LINE, SPICER, SPL250 (Tandem)	IPOS	\$3,446.50	\$3,446.50	\$2,929.53
D	23015100	-1	ENGINE, CUMMINS X 10 450HP DOC-DPF-DEF-SCR OBD	STD	\$0.00	\$0.00	\$0.00
A	23015200	1	ENGINE, CUMMINS X 15 505HP DOC-DPF-DEF-SCR OBD	IPOS	\$8,830.51	\$8,830.51	\$7,505.93
A	23029220	1	ENGINE WARRANTY, 10 YEAR, 200,000 MILES FOR CUMMINS MAJOR COMPONENTS COVERAGE (FCM)	IPOS	\$3,362.43	\$3,362.43	\$2,858.07
A	23031180	1	12VDC HEATER FOR FLEETGUARD FUEL/WATER SEPARATOR	IATS	\$681.63	\$681.63	\$579.39
D	47030110	-1	SHIFTER PAD GEARING, 6 GEARS OPEN	STD	\$0.00	\$0.00	\$0.00
A	47030120	1	SHIFTER PAD GEARING, 6 GEARS OPEN, MODE BUTTON FOR GENERATOR	IPOS	\$0.00	\$0.00	\$0.00
D	21021200	-1	COOLING SYSTEM	STD	\$0.00	\$0.00	\$0.00
A	21021210	1	COOLING SYSTEM FOR X15	IPOS	\$0.00	\$0.00	\$0.00
A	21030500	1	LONG LIFE ANTIFREEZE, 50/50 MIX	IATS	\$350.46	\$350.46	\$297.89
A	24530200	1	EXHAUST ADAPTER FOR PLYMOVENT GRABBER SYSTEM	IATS	\$158.06	\$158.06	\$134.35
D	13010225	-1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	\$1,057.66	-\$1,057.66	-\$899.01
A	13012550	1	ALTERNATOR, DELCO-REMY 430 AMP 55SI	IPOS	\$1,675.34	\$1,675.34	\$1,424.04
A	15031540	1	BATTERY INVERTER CHARGER, KUSSMAUL AP1500W INVERTER	IPOS	\$2,490.68	\$2,490.68	\$2,117.08
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	\$623.08	-\$623.08	-\$529.62
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	\$389.55	-\$389.55	-\$331.12
A	15030460	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN DIGITAL	IPOS	\$1,057.14	\$1,057.14	\$898.57
A	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA	IATS	\$650.03	\$1,300.06	\$1,105.05
D	14022130	-1	FRONT AXLE, HENDRICKSON STEERTEK NXT 23,000 LB.	IPOS	\$0.00	\$0.00	\$0.00
A	14022140	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 24,000 LB.	IPOS	\$163.78	\$163.78	\$139.21
D	41022130	-1	FRONT SUSPENSION, HENDRICKSON 23,000 LBS. (4) 56" LEAFS	IPOS	\$0.00	\$0.00	\$0.00
A	41022140	1	FRONT SUSPENSION, HENDRICKSON 24,000 LBS. (4) 56" LEAFS	IPOS	\$0.00	\$0.00	\$0.00
A	14530326	1	DRIVER CONTROLLED DIFFERENTIAL LOCK-MERITOR (TANDEM)	IATS	\$3,738.26	\$3,738.26	\$3,177.52
A	14540500	1	VOGEL LUBE SYSTEM TANDEM AXLE	IATS	\$5,332.54	\$5,332.54	\$4,532.66
A	14540550	1	FILL PUMP KIT FOR VOGEL LUBE SYSTEM	IATS	\$485.83	\$485.83	\$412.96
D	44020282	-1	REAR TIRES, GOODYEAR 12R22.5 LRH ENDURANCE RSA HIGHWAY 52,000 GVWR	STD	\$3,929.55	-\$3,929.55	-\$3,340.12
A	44020285	1	REAR TIRES, GOODYEAR 12R22.5 LRH G622 MUD & SNOW 52,000 GVWR	IPOS	\$4,187.79	\$4,187.79	\$3,559.62
D	42920200	-1	TIRE PRESSURE MONITOR, REAL WHEELS, LED	STD	\$374.88	-\$374.88	-\$318.65
A	42920300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE	IPOS	\$420.04	\$420.04	\$357.03
D	44220000	-1	WHEELS, STEEL (max 58K rear)	IPOS	\$830.19	-\$830.19	-\$705.66
A	44220110	1	WHEELS, ALUM, ACCURIDE, ACCUSHIELD (max 58K rear)	IPOS	\$3,537.91	\$3,537.91	\$3,007.22
D	44230220	-1	BALANCE STEEL WHEELS, TANDEM AXLE	IATS	\$534.59	-\$534.59	-\$454.40
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	\$0.00	\$0.00	\$0.00
A	16010295	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (TANDEM AXLE)	IPOS	\$3,295.80	\$3,295.80	\$2,801.43
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	\$1,464.35	\$1,464.35	\$1,244.70
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	\$383.85	\$383.85	\$326.27
D	11024200	-1	CAB TSAL45 56" FLAT	STD	\$2,570.84	-\$2,570.84	-\$2,185.21
A	11024291	1	CAB TSAL45J 62" FLAT	IPOS	\$3,539.36	\$3,539.36	\$3,008.46
A	11031396	1	CAB STEP LIGHTING, FEDERAL SIGNAL COMPLEX LED STRIP LIGHTS	IPOS	\$0.00	\$0.00	\$0.00
D	11031399	-1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS	STD	\$0.00	\$0.00	\$0.00
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	\$0.00	\$0.00	\$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	\$1,017.41	\$1,017.41	\$864.80
D	52030200	-1	WINDSHIELD WASHER RESERVOIR	STD	\$0.00	\$0.00	\$0.00
A	52030210	1	WINDSHIELD WASHER RESERVOIR W/SENSOR & INDICATOR LIGHT	IPOS	\$174.70	\$174.70	\$148.50
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	\$0.00	\$0.00	\$0.00
A	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE	IPOS	\$945.83	\$945.83	\$803.96
D	11024405	-1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)	STD	\$0.00	\$0.00	\$0.00
A	11024420	1	UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)	IPOS	\$228.03	\$228.03	\$193.83
D	11024605	-1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)	STD	\$0.00	\$0.00	\$0.00
A	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING	IPOS	\$715.20	\$715.20	\$607.92
D	12010400	-1	AIR HORNS, DUAL, HADLEY H00978 RECTANGULAR, BEHIND PERFORATION	STD	\$0.00	\$0.00	\$0.00
A	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION	IPOS	\$440.91	\$440.91	\$374.77
A	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC	IPOS	\$1,035.41	\$1,035.41	\$880.10
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	\$1,006.58	-\$1,006.58	-\$855.59
A	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON	IATS	\$128.00	\$128.00	\$108.80
D	12620100	-1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A	STD	\$719.49	-\$719.49	-\$611.57
A	12620202	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH (PAIR)	IPOS	\$2,100.34	\$2,100.34	\$1,785.29
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	\$3,856.04	\$3,856.04	\$3,277.63

A	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON	IATS	\$128.00	\$128.00	\$108.80
A	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN	IATS	\$128.00	\$128.00	\$108.80
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	\$255.99	\$255.99	\$217.59
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS	IPOS	\$5,727.68	\$5,727.68	\$4,868.53
D	32520650	-1	HEADLIGHTS, HALOGEN, SINGLE STS HOUSING	IPOS	\$1,602.56	-\$1,602.56	-\$1,362.18
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)	IPOS	\$633.79	\$633.79	\$538.72
D	48090000	-1	FRONT TURN SIGNALS, TRUCK LITE, HALOGEN (2)	STD	\$0.00	\$0.00	\$0.00
D	27022110	-1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (2) SIDE & (2) BACK WALL	STD	\$0.00	\$0.00	\$0.00
A	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE	IPOS	\$0.00	\$0.00	\$0.00
A	27030625	1	COAT HOOKS ON LOWER GRAB HANDRAILS, DRIVER'S SIDE (2)	IATS	\$95.91	\$95.91	\$81.52
A	27030665	1	COAT HOOKS ON LOWER GRAB HANDRAILS, OFFICER'S SIDE (2)	IATS	\$95.91	\$95.91	\$81.52
A	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)	IATS	\$766.90	\$766.90	\$651.87
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	\$0.00	\$0.00	\$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	\$533.26	\$533.26	\$453.27
A	11032250	2	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR	IPOS	\$1,310.26	\$2,620.52	\$2,227.44
A	11032450	2	COMPT DOOR LOCK - NOT PROVIDED	IATS	\$0.00	\$0.00	\$0.00
A	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB	IATS	\$1,144.63	\$1,144.63	\$972.94
A	31010255	1	INTERIOR, RAPTOR GRAY URETHANE BLEND W/GRAY EMBOSSED FRP BOARD	IPOS	\$2,792.64	\$2,792.64	\$2,373.74
D	31010287	-1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR	IPOS	\$0.00	\$0.00	\$0.00
D	22510530	-1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	\$0.00	\$0.00	\$0.00
A	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	\$0.00	\$0.00	\$0.00
A	11031550	1	CENTER CONSOLE EXTENSION	IPOS	\$1,554.85	\$1,554.85	\$1,321.62
A	11031561	1	TOP OF EXTENSION, CUP HOLDERS (2)	IPOS	\$218.38	\$218.38	\$185.62
A	11031570	1	SIDES OF EXTENSION, FLAT	STD	\$0.00	\$0.00	\$0.00
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	22610050	-1	ENGINE HOOD LIGHT, LED (1)	STD	\$0.00	\$0.00	\$0.00
A	22610055	1	ENGINE HOOD LIGHT, LED (2)	IPOS	\$123.50	\$123.50	\$104.98
D	30010508	-1	LOWER COMMAND CONSOLE, X10HD	STD	\$0.00	\$0.00	\$0.00
A	30010510	1	LOWER COMMAND CONSOLE, X15	STD	\$0.00	\$0.00	\$0.00
D	30010610	-1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)	STD	\$0.00	\$0.00	\$0.00
A	30010720	1	CAB PUMP SHIFTER, AIR, KPS SHIFTER (FOR HALE K-SERIES PUMP TRANSMISSION)	IPOS	\$371.25	\$371.25	\$315.56
A	30031615	1	DO NOT MOVE LIGHT, WHELEN ION-T LED	IATS	\$514.79	\$514.79	\$437.57
A	30031650	1	DO NOT MOVE ALARM	IATS	\$393.08	\$393.08	\$334.12
A	30031675	1	DO NOT MOVE DISENGAGE BUTTON	IATS	\$262.04	\$262.04	\$222.73
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	\$725.15	\$725.15	\$616.38
A	30031810	2	12V DUAL POWER POINT	IATS	\$116.83	\$233.66	\$198.61
A	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX	IATS	\$116.83	\$233.66	\$198.61
A	28090003	1	HEAT TO FEET	IATS	\$744.90	\$744.90	\$633.17
A	28090100	1	A/C TO FACE	IATS	\$568.88	\$568.88	\$483.55
A	28031000	1	FAN, 12 VOLT, DRIVER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$210.29	\$210.29	\$178.75
A	28031100	1	FAN, 12 VOLT, OFFICER'S SIDE, MOUNTED INBOARD, NEXT TO DEFROSTER	IATS	\$210.29	\$210.29	\$178.75
A	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	\$2,076.69	\$2,076.69	\$1,765.19
D	38510105	-1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR)	STD	\$2,030.93	-\$2,030.93	-\$1,726.29
A	39010128	1	OFFICER'S SEAT, BOSTROM TANKER 450, AIR RIDE ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	\$2,257.90	\$2,257.90	\$1,919.22
D	39090000	-1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	IPOS	\$1,182.74	-\$1,182.74	-\$1,005.33
D	39030010	-1	OFFICER'S SEAT COMPT, OPEN FRONT	STD	\$0.00	\$0.00	\$0.00
A	11031821	1	EMS CABINET, REAR FACING, BEHIND DRIVER	IPOS	\$2,990.71	\$2,990.71	\$2,542.10
A	11031822	1	EMS CABINET, REAR FACING, BEHIND OFFICER	IPOS	\$3,447.18	\$3,447.18	\$2,930.10
D	39521105	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$1,182.74	-\$1,182.74	-\$1,005.33
A	11032312	2	ADJUSTABLE SHELVES, EMS COMPT (2)	IATS	\$639.90	\$1,279.80	\$1,087.83
D	39521106	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$1,182.74	-\$1,182.74	-\$1,005.33
D	39521405	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$1,182.74	-\$1,182.74	-\$1,005.33
A	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS,	IPOS	\$1,439.55	\$1,439.55	\$1,223.62
D	39521406	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$1,182.74	-\$1,182.74	-\$1,005.33
A	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,439.55	\$1,439.55	\$1,223.62
D	38320000	-2	HELMET STORED IN COMPARTMENT	STD	\$0.00	\$0.00	\$0.00
D	39550100	-1	SEAT COLOR, GRAY	STD	\$0.00	\$0.00	\$0.00
A	39550200	1	SEAT COLOR, BLACK	IPOS	\$0.00	\$0.00	\$0.00
A	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL	IPOS	\$381.94	\$1,145.82	\$973.95
D	39610105	-5	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	\$0.00	\$0.00	\$0.00
A	39710000	1	DOUBLE CREW SEAT COMPT, SIDE DOORS	IPOS	\$271.71	\$271.71	\$230.95
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	\$0.00	\$0.00	\$0.00
A	84541601	1	MOUNTING OF CUSTOMERS RADIO-DUAL HEAD	IATS	\$2,452.95	\$2,452.95	\$2,085.01

A	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	\$459.36	\$918.72	\$780.91
A	84541500	1	WIRING OF CAB FOR FUTURE INSTALLATION OF HANDLIGHT CHARGERS OR RADIO CHARGERS	IATS	\$1,168.21	\$1,168.21	\$992.98
A	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT	IATS	\$955.29	\$955.29	\$812.00
A	84561375	1	CAMERA SYSTEM, BRIGADE, BACKEYE 360 CAMERA SYSTEM (WIRED)	IATS	\$7,136.53	\$7,136.53	\$6,066.05
D	60012305	-1	QMAX-1500 GPM 6" SUCTION SINGLE STAGE PUMP	STD	\$0.00	\$0.00	\$0.00
A	60012555	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP	IPOS	\$0.00	\$0.00	\$0.00
D	60025010	-1	GEARBOX, HALE, G-SERIES, FRONT MOUNTED	IPOS	\$0.00	\$0.00	\$0.00
A	60025210	1	GEARBOX, HALE, K-SERIES, FRONT MOUNTED	IPOS	\$5,578.99	\$5,578.99	\$4,742.14
D	60026000	-1	PUMP PACKING, HALE	STD	\$0.00	\$0.00	\$0.00
A	60026020	1	MECHANICAL PUMP SEAL, HALE	IPOS	\$1,111.88	\$1,111.88	\$945.10
A	60031005	1	ALLOY ANODES, HALE (2)	IATS	\$307.19	\$307.19	\$261.11
A	65030000	1	2.5" LEFT SIDE INLET	STD	\$1,752.26	\$1,752.26	\$1,489.42
A	64030000	1	2.5" RIGHT SIDE INLET	STD	\$1,752.26	\$1,752.26	\$1,489.42
A	71025140	1	4" DISCHARGE, RIGHT	IATS	\$3,453.84	\$3,453.84	\$2,935.76
D	72910520	-1	COVER, VINYL FOR CROSSLAYS (SPH)	STD	\$861.76	-\$861.76	-\$732.50
A	72910522	1	COVER, WEBBING FOR CROSSLAYS (SPH)	IPOS	\$1,254.84	\$1,254.84	\$1,066.61
A	61730005	3	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
A	63034655	2	ADAPTER, 6" NST FE X 4" STORZ, 30 DEGREE W/CAP & CHAIN, TFT	IATS	\$389.86	\$779.72	\$662.76
A	63036100	2	AKRON REVOLUTION BALL INTAKE VALVE	IATS	\$2,982.35	\$5,964.70	\$5,070.00
A	61720100	3	VALVE, AKRON HEAVY DUTY	STD	\$0.00	\$0.00	\$0.00
A	61770100	2	ACTUATOR, VALVE, SWING HANDLE	STD	\$0.00	\$0.00	\$0.00
A	61770200	1	ACTUATOR, VALVE, AKRON HANDWHEEL	IPOS	\$1,304.01	\$1,304.01	\$1,108.41
A	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"	STD	\$0.00	\$0.00	\$0.00
D	61810150	-3	DISCHARGE TERMINATION, 30 DEGREE ELBOW	STD	\$0.00	\$0.00	\$0.00
A	61810160	4	DISCHARGE TERMINATION, STRAIGHT	IPOS	\$0.00	\$0.00	\$0.00
A	60036010	3	THREADS, NST	STD	\$0.00	\$0.00	\$0.00
A	61840305	1	ADAPTER, 4" NST FE X 4" STORZ, 30-DEGREE W/CAP & CHAIN, TFT	IATS	\$334.54	\$334.54	\$284.36
D	74930500	-1	PANEL FINISH, BLACK VINYL	STD	\$0.00	\$0.00	\$0.00
A	74930510	1	PANEL FINISH, BRUSHED STS	IPOS	\$994.79	\$994.79	\$845.57
A	75040210	1	TROUGH IN RUNNING BOARD, OFFICER'S SIDE	IATS	\$1,351.75	\$1,351.75	\$1,148.99
D	75510230	-1	PUMP OPERATOR LIGHTS, TECNIQ E44 LED STRIP	IPOS	\$185.80	-\$185.80	-\$157.93
A	75510240	1	PUMP OPERATOR LIGHTS, FEDERAL SIGNAL COMPLEX LED STRIP	IPOS	\$188.91	\$188.91	\$160.57
D	75530112	-1	PUMP PANEL LIGHTS OFFICER'S SIDE, TECNIQ E44 LED STRIP	IATS	\$360.51	-\$360.51	-\$306.43
A	75530120	1	PUMP PANEL LIGHTS OFFICER'S SIDE, FEDERAL SIGNAL COMPLEX LED STRIP	IATS	\$363.61	\$363.61	\$309.07
A	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL	IATS	\$1,147.58	\$1,147.58	\$975.44
A	76030410	1	INNOVATIVE CONTROLS GAUGE HEATER BOX WITH FOUR TAPES	IATS	\$2,044.61	\$2,044.61	\$1,737.92
A	76030411	4	ADDITIONAL IC HEAT TAPES	IATS	\$385.38	\$1,541.52	\$1,310.29
A	76031850	1	PUMP COMPARTMENT HEATER WITH 12V FAN (AERIALS)	IATS	\$1,051.40	\$1,051.40	\$893.69
A	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL	IATS	\$233.61	\$233.61	\$198.57
A	83520205	1	WATER TANK, 300 GAL, POLY (AERIALS)	STD	\$0.00	\$0.00	\$0.00
D	83520245	-1	WATER TANK, 150 GAL, POLY (AERIALS)	IPOS	-\$626.31	\$626.31	\$532.36
D	80117010	-1	BODY SPH-1, LEFT 48"H / RIGHT 48"H	STD	\$0.00	\$0.00	\$0.00
A	80117030	1	BODY SPH-3, LEFT 56" H / RIGHT 56" H	IPOS	\$9,787.50	\$9,787.50	\$8,319.38
A	81130200	22	ADJUSTABLE SHELF	IATS	\$350.46	\$7,710.12	\$6,553.60
A	81150300	11	600# SLIDE-MASTER TRAY	IATS	\$1,168.21	\$12,850.31	\$10,922.76
A	81150312	1	500# SLIDE-OUT TRAY W/POLY SLIDES, A1 COMPT (SPH100/SL100)	IATS	\$1,306.58	\$1,306.58	\$1,110.59
A	80250100	37	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	\$186.93	\$6,916.41	\$5,878.95
D	80220200	-1	COMPT DOORS, ROM ROLL-UP, PAINTED	STD	\$0.00	\$0.00	\$0.00
A	80220240	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED	IPOS	\$0.00	\$0.00	\$0.00
A	80230003	12	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN)	IATS	\$668.21	\$8,018.52	\$6,815.74
D	81431300	-1	REAR HOSEBED COVER, VINYL	STD	\$0.00	\$0.00	\$0.00
A	81431320	1	REAR HOSEBED COVER, SMOOTH ALUM DOOR	IPOS	\$529.84	\$529.84	\$450.36
A	81431150	1	STAY-OPEN MECHANISM FOR REAR ENCLOSURE DOORS (PAIR)	IATS	\$465.45	\$465.45	\$395.63
A	81332020	1	HOSEBED LIGHTING, FRONT, FEDERAL SIGNAL COMPLEX LED LIGHT STRIP	IATS	\$404.01	\$404.01	\$343.41
A	81332120	1	HOSEBED LIGHTING, SIDES, FEDERAL SIGNAL COMPLEX LED LIGHT STRIPS	IATS	\$1,616.03	\$1,616.03	\$1,373.63
A	80231258	1	6 SCBA CYLINDER COMPTS (TANDEM BODY)	IATS	\$1,750.75	\$1,750.75	\$1,488.14
A	80290310	6	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	\$0.00	\$0.00	\$0.00
A	89030910	1	ALCO-LITE 16' ROOF LADDER	IATS	\$598.08	\$598.08	\$508.37
A	89530910	1	MOUNTING OF ROOF LADDER ON BASE SECTION OF AERIAL	IATS	\$1,647.74	\$1,647.74	\$1,400.58
D	89520210	-1	LADDER ENCLOSURE, DIAMONDPLATE DOOR	STD	\$0.00	\$0.00	\$0.00
A	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR	IPOS	\$0.00	\$0.00	\$0.00
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	\$87.28	\$87.28	\$74.19
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	85010110	-1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, TRIPLE HOUSING (PAIR)	IPOS	\$1,894.84	-\$1,894.84	-\$1,610.61
A	85010340	1	TAILLIGHTS, WHELEN 600 SERIES, LED DOUBLE STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	\$2,976.93	\$2,976.93	\$2,530.39
D	85110000	-1	ICC LIGHTS	STD	\$0.00	\$0.00	\$0.00

A	85110100	1	ICC LIGHTS, LED	IPOS	\$639.91	\$639.91	\$543.92
A	85130100	1	MARKER LIGHTS, BRITAX, FLEXIBLE, LED, PAIR, ON SIDES OF BODY, REAR CORNERS	IATS	\$328.39	\$328.39	\$279.13
D	85710005	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN (TANDEM)	STD	\$0.00	\$0.00	\$0.00
A	85710045	1	UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED (TANDEM)	IPOS	\$1,919.80	\$1,919.80	\$1,631.83
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-\$235.28	-\$235.28	-\$199.99
D	86610100	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 8 MODULES	IPOS	\$3,783.61	-\$3,783.61	-\$3,216.07
A	86610130	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 14 MODULES	IPOS	\$5,684.05	\$5,684.05	\$4,831.44
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	\$1,141.34	-\$1,141.34	-\$970.14
A	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)	IPOS	\$1,970.16	\$1,970.16	\$1,674.64
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R	STD	\$896.71	-\$896.71	-\$762.20
A	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)	IPOS	\$1,793.43	\$1,793.43	\$1,524.42
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	\$0.00	\$0.00	\$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	\$0.00	\$0.00	\$0.00
A	87537732	2	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR)	IATS	\$900.29	\$1,800.58	\$1,530.49
A	87537752	1	ADDITIONAL WARNING LIGHTS, WHELEN M9V2* LED (PAIR)	IATS	\$2,265.91	\$2,265.91	\$1,926.02
A	88391200	1	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW	IATS	\$2,563.91	\$2,563.91	\$2,179.32
A	88393052	2	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-	IATS	\$1,674.60	\$3,349.20	\$2,846.82
A	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA)	IATS	\$413.78	\$1,655.12	\$1,406.85
A	10310320	1	GENERATOR & ACCESSORIES	IATS	\$0.00	\$0.00	\$0.00
A	88230201	1	GENERATOR, SMART POWER, 6KW ER HYD, AERIALS	IATS	\$15,379.08	\$15,379.08	\$13,072.22
A	88250415	1	CIRCUIT BREAKER PANEL, EATON NEMA 3R	IATS	\$1,256.33	\$1,256.33	\$1,067.88
A	88251120	1	BREAKER PANEL, STD LOCATION (L2)	STD	\$0.00	\$0.00	\$0.00
A	88250100	4	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	\$650.03	\$2,600.12	\$2,210.10
A	88232025	1	AUTOMATIC TRANSFER SWITCH, PROGRESSIVE DYNAMICS, PD5100	IATS	\$906.56	\$906.56	\$770.58
A	88290000	1	LOUVERED DOOR ON GENERATOR COMPARTMENT	IATS	\$467.30	\$467.30	\$397.21
A	88431005	1	HANNAY ECR-1614-17-18 REEL W/175' 12/3	IATS	\$4,184.11	\$4,184.11	\$3,556.49
A	88433040	1	MOUNTING OF ELEC CORD REEL IN OFFICER'S SIDE AREA, REAR OF OUTRIGGER COMPT	IATS	\$0.00	\$0.00	\$0.00
A	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE	IATS	\$1,384.88	\$1,384.88	\$1,177.15
A	88390630	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V, AT	IATS	\$4,086.58	\$8,173.16	\$6,947.19
A	88390632	2	SCENE LIGHT, WHELEN PIONEER PFP2AC, LED, TELESCOPIC W/SWITCH, 120V, IN	IATS	\$4,086.58	\$8,173.16	\$6,947.19
A	88390661	1	SCENE LIGHT, WHELEN PIONEER PCPSM1A*, LED, SURFACE MOUNT, 120V, FACE OF PLATFORM	IATS	\$1,859.93	\$1,859.93	\$1,580.94
A	94020320	1	FIXED STEP UNDER TURNTABLE ACCESS STEP	IATS	\$0.00	\$0.00	\$0.00
D	94020325	-1	FOLDING STEP UNDER TURNTABLE ACCESS STEP	IATS	\$0.00	\$0.00	\$0.00
D	94020360	-1	TURNTABLE ACCESS, UPPER RIGHT, FOLDING STEPS	STD	\$145.06	-\$145.06	-\$123.30
A	94020365	1	TURNTABLE ACCESS, UPPER RIGHT, LADDER	IPOS	\$522.84	\$522.84	\$444.41
D	94020400	-1	AERIAL SPOT LIGHTS - (2) UNITY SPOT, HALOGEN (SP95,100,110,SPH)	STD	\$0.00	\$0.00	\$0.00
A	94020465	1	AERIAL SPOT LIGHTS - (2) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)	IPOS	\$609.19	\$609.19	\$517.81
A	94021326	1	LADDER SPH 100 HIGH RAIL, LOW PROFILE AT TURNTABLE - CABLE TRACK	STD	\$0.00	\$0.00	\$0.00
D	94021328	-1	LADDER SPH 100 NO RAIL - CABLE TRACK	IPOS	-\$16,908.43	\$16,908.43	\$14,372.17
A	94020490	1	LADDER LIGHTING SYSTEM, FIRETECH FT-WL-2000-S-B, LED (SP95, 100, 110,	IPOS	\$4,014.35	\$4,014.35	\$3,412.20
D	94021027	-1	OUTRIGGER GROUND JACKS, MANUAL CONTROL, SPH100	IPOS	\$0.00	\$0.00	\$0.00
A	94021062	1	OUTRIGGER SPOT LIGHTS, FIRETECH WL-2000-F-B, LED	IATS	\$869.38	\$869.38	\$738.97
D	94021100	-1	OUTRIGGER DISPLAY PANEL COVER, STAINLESS STEEL	STD	\$0.00	\$0.00	\$0.00
D	94021150	-1	OFFICER'S SIDE AREA, REAR OF OUTRIGGER, NO COMPARTMENT, FLAT PANEL	STD	\$0.00	\$0.00	\$0.00
A	94021160	1	W/SINGLE HINGED DOOR	IPOS	\$711.96	\$711.96	\$605.17
D	93910012	-1	JACK PADS, BLACK - SPH100	STD	\$0.00	\$0.00	\$0.00
D	94210145	-1	PLATFORM DOOR SKIN, FORWARD FACING, DIAMONDPLATE (SPH)	STD	\$0.00	\$0.00	\$0.00
A	94210146	1	PLATFORM DOOR SKIN, FORWARD FACING, SMOOTH ALUMINUM (SPH)	IPOS	-\$108.03	-\$108.03	-\$91.83
D	94210200	-1	PLATFORM SPOT LIGHT - (1) UNITY SPOT, HALOGEN (SP95, 100, 110, SPH)	STD	\$0.00	\$0.00	\$0.00
A	94210230	1	PLATFORM SPOT LIGHT - (1) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)	IPOS	\$304.61	\$304.61	\$258.92
A	94210512	1	MONITOR, DS AKRON 3482 STREAM MASTER2, ELECTRIC, 1250 GPM W/AKRON S177 ELECTRIC NOZZLE	IPOS	\$12,309.31	\$12,309.31	\$10,462.91
D	94210515	-1	MONITOR, DS, AKRON 3473, GEMINI MANUAL 1000 GPM	STD	\$0.00	\$0.00	\$0.00
D	94210674	-1	NOZZLE, DS, AKRON 2499 & 3488 PIPE	IPOS	-\$442.15	\$442.15	\$375.83
A	94210511	1	MONITOR, OS, AKRON 3483 STREAM MASTER2, MANUAL 1250 GPM	IPOS	\$1,881.71	\$1,881.71	\$1,599.45
D	94210516	-1	MONITOR, OS, AKRON 3473, GEMINI MANUAL 1000 GPM	STD	\$0.00	\$0.00	\$0.00
A	94210662	1	AKRON #3488 STREAMSHAPER W/#2499 STACKED TIPS, OS	IATS	\$1,133.64	\$1,133.64	\$963.59
A	94211100	1	PLATFORM AIR SYSTEM W/ 4500 PSI DOT AIR TANK	STD	\$0.00	\$0.00	\$0.00
D	94211160	-1	DELETE BREATHING AIR SYSTEM	IPOS	-\$3,972.44	\$3,972.44	\$3,376.57
A	94212500	1	BREATHING AIR ALARM, FLOYD BELL TUHC-V88R-930-Q	STD	\$0.00	\$0.00	\$0.00
A	94270510	1	BREATHING AIR TANK LOCATION, TURNTABLE, OFFICER'S SIDE	STD	\$0.00	\$0.00	\$0.00

A	94210017	1	PARAPET LADDER, SPH100	IATS	\$4,143.78	\$4,143.78	\$3,522.21
A	94280150	1	STOKES ARMS, SPH100 PLATFORM	IATS	\$1,243.15	\$1,243.15	\$1,056.68
A	94280101	1	STOKES STORAGE BOX, PAINTED, MOUNTED ON BOOM	IATS	\$4,458.69	\$4,458.69	\$3,789.89
A	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)	IATS	\$0.00	\$0.00	\$0.00
D	90030004	-1	PAINT, SINGLE TONE	STD	\$0.00	\$0.00	\$0.00
A	90030007	1	TWO TONE CAB	IATS	\$2,133.01	\$2,133.01	\$1,813.06
A	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD	STD	\$0.00	\$0.00	\$0.00
A	90510000	1	3" LETTERING, 22K UP TO 40	STD	\$1,489.78	\$1,489.78	\$1,266.31
D	90510100	-1	LETTERING, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	90530005	40	ADDITIONAL 3" 22KT LETTERS (EACH)	IATS	\$28.65	\$1,146.00	\$974.10
A	90530030	40	ADDITIONAL 8" 22KT LETTERS (EACH)	IATS	\$85.99	\$3,439.60	\$2,923.66
A	90530100	80	HIGHLIGHT COLOR FOR LETTER (EACH)	IATS	\$9.00	\$720.00	\$612.00
A	90530305	1	BASIC 22KT GOLD FIRE DEPT EMBLEMS (Pair)	IATS	\$2,747.64	\$2,747.64	\$2,335.49
D	90600100	-1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	\$180.88	-\$180.88	-\$153.75
A	90600220	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE	IPOS	\$542.61	\$542.61	\$461.22
A	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK	IATS	\$434.69	\$434.69	\$369.49
D	90610010	-1	4" SCOTCHLITE STRIPE (TANDEM)	IPOS	\$928.18	-\$928.18	-\$788.95
A	90610210	1	6" SCOTCHLITE STRIPE AROUND TRUCK (TANDEM)	IPOS	\$1,160.29	\$1,160.29	\$986.25
D	90630500	-1	ONE PIECE "Z" STRIPE (UNDER 11-3/4")	IPOS	\$754.46	-\$754.46	-\$641.29
A	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")	IPOS	\$1,011.33	\$1,011.33	\$859.63
A	90630110	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH (TANDEM)	IATS	\$1,090.30	\$2,180.60	\$1,853.51
A	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE	IATS	\$974.89	\$974.89	\$828.66
A	90684320	1	CHEVRON STRIPING, REAR HOSEBED DOOR, REFLEXITE	IATS	\$974.89	\$974.89	\$828.66
D	90710000	-1	BOOM SIGN, APPROX 78" X 12"	STD	\$0.00	\$0.00	\$0.00
A	90710075	1	BOOM SIGN, APPROX 88" X 26"	IPOS	\$505.63	\$505.63	\$429.79
A	90720120	1	10" LETTERING FOR BOOM SIGN	IPOS	\$809.04	\$809.04	\$687.68
D	90730000	-1	DELETE STANDARD LETTERING FROM BOOM SIGN	IPOS	-\$517.26	\$517.26	\$439.67
A	91030702	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD IN REAR LADDER ACCESS	IATS	\$1,168.21	\$1,168.21	\$992.98
A	91082800	4	ATLAS #531 POMPIER LIFE BELT EACH	IATS	\$934.15	\$1,336.60	\$1,136.11
A	91070510	1	HOSE BOXES (A & B)	IATS	\$3,319.08	\$3,319.08	\$2,821.22
A	89030360	2	PIKE POLE, NUPLA 10' I-BEAM	IATS	\$250.63	\$501.26	\$426.07
A	89030460	2	PIKE POLE, NUPLA 12' I-BEAM	IATS	\$271.21	\$542.42	\$461.06
A	89030470	2	PIKE POLE, NUPLA 14' I-BEAM	IATS	\$291.64	\$583.28	\$495.79
A	99030100	1	ADDITIONAL MANUFACTURER'S MANUAL	IATS	\$829.14	\$829.14	\$704.77
A	99031820	1	FACTORY PROVIDED OPERATIONAL DEMONSTRATION AT A LATER DATE, ZONE 2, UP TO 700 MILES	IPOS	\$2,889.00	\$2,889.00	\$2,455.65
A	99032000	3	~OPERATIONAL DEMONSTRATION - PER DAY	IATS	\$1,850.61	\$5,551.83	\$5,551.83
A	99040200	1	~DEALER PREP/INSPECTION	IATS	\$3,494.01	\$3,494.01	\$3,494.01
TOTAL PUBLISHED OPTIONS:						\$329,286.37	\$281,250.32

CITY OF BIRMINGHAM

NON-PUBLISHED OPTIONS					
Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	10088888	1	TRIPS & TRAVEL	\$3,000.00	\$3,000.00
A	94088888	1	OUTRIGGER GROUND JACKS, MANUAL CONTROL, WITH INTEGRATED JACK PADS, SPH100	\$10,625.00	\$10,625.00
A	94088888	1	OUTRIGGERS, PINLESS	\$6,375.00	\$6,375.00
A	Other	1	DEALER SUPPLIED - NST TO DST ADAPTERS	\$2,500.00	\$2,500.00
A	Other	1	CUSTOMER CONTINGENCY FOR APPARATUS OPTIONS	\$33,321.46	\$33,321.46
TOTAL NON-PUBLISHED OPTIONS:					\$55,821.46

ATTACHMENT C



STANDARD VEHICLE WARRANTY

SUTPHEN CORPORATION (Sutphen) warrants to the original purchaser of a Sutphen vehicle, that it will provide for repairs to the Sutphen vehicle during the warranty period, in accordance with the following items, conditions, limitations and exclusions.

1. **What is covered except as otherwise stated below:** Sutphen shall provide repair or replacement, at the sole option of Sutphen, of any part of a Sutphen vehicle in which a defect in materials or workmanship appears under normal use, maintenance or service.
2. **Warranty period:** This limited warranty is in effect for a period of twelve (12) months or 24,000 miles, whichever comes first. The warranty period will begin on the date the vehicle is delivered to the original purchaser. This limited warranty is void if the odometer has been disconnected, its reading has been altered, or true and accurate mileage cannot be otherwise determined by Sutphen.
3. **Other warranties:** The manufacturers of other equipment and components, installed on the vehicle, including but not limited to engine, transmission, axles, pumps, tanks, and signaling devices and other installed equipment, may provide their own warranties. These warranties are separate from this limited warranty and shall constitute the sole and exclusive warranty for those specific covered components. Sutphen shall have no duty or obligation to repair or replace such components. Please review each manufacturer's warranty for descriptions and details of their respective warranty.
4. **Purchaser responsibilities:** Normal maintenance such as those detailed in the Sutphen Operation and Maintenance Manuals are the responsibility of the purchaser. A copy of maintenance documentation may be requested before approval is given for warranty repair. Failure to comply with such maintenance voids this limited warranty.
5. **What is NOT covered:** This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period.
Examples of items not covered include, but are not limited to:
 - A. Major components or trade accessories such as purchased chassis, engines, signaling devices, transmission, pump, tank, or generator that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
 - B. Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
 - C. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
 - D. Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
 - E. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
 - F. Normal maintenance such as lubrication, filter replacement, fluid replacement, belts, hoses, clutch, brake linings, brake drums, or disc brake rotors and electric accessories, etc.
 - G. Batteries, tires, light bulbs.
 - H. Towing charges and storage expenses.
 - I. Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
 - J. Discharge and compound gauges from freezing.
 - K. Leaking seals on discharge and suction valves.
 - L. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
 - M. Hydraulic failures caused by incorrect or contaminated oil.
 - N. This warranty terminates upon transfer of ownership of the vehicle from the original purchaser.
 - O. Damage caused from not following cab and body washing and care procedures located on truck and in operation and maintenance manual.
6. **Obtaining repairs:**
 - A. All limited warranty work must be authorized by Sutphen prior to repairs being attempted.
 - B. To obtain limited warranty repairs the vehicle must be taken by customer to an Authorized Sutphen Service Center within the limited warranty period. To find the name and location of the nearest Authorized Sutphen Service Center in your area, call 1-866-287-5549 or write Sutphen Corporation / Warranty Admin, PO Box 1845, Springfield, OH 45501.
 - C. Sutphen reserves the right to inspect the vehicle before repairs are made and Sutphen shall be deemed the sole judge as to whether there is a defect in materials or workmanship under normal use, maintenance or service.

continued

- D. Any part or parts considered to be covered by the conditions of this limited warranty shall be returned, freight prepaid, to Sutphen, or to such other location as may be approved by the company. Replacement or repair of parts determined to be within this limited warranty shall be F.O.B. at Sutphen.
- E. In an emergency, where an Authorized Sutphen Service Center is not reasonably available, contact Sutphen Service Department for instructions. Repairs may be performed, at purchaser's risk, at any available service establishment chosen by purchaser. Purchaser must contact Sutphen Service Department the first business day after completion of repairs. Approved repair invoices must be received by Sutphen within sixty (60) days of repairs. Upon Sutphen's receipt of invoice, Sutphen will review the invoice for reimbursement to the purchaser. Any reimbursement will consist only of the reasonable and customary repair expenses normally covered under this limited warranty. Sutphen will assume no liability and will not warrant the workmanship or components which are the subject of any reimbursement under this policy.

7. ---Warranty limitations:

- A. Nothing contained in this warranty shall make Sutphen liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the machine.
- B. To the extent permitted by law, this limited warranty is also in lieu of all other obligations or liabilities on the part of Sutphen or the Seller, including liability for incidental and consequential damages.
- C. Sutphen makes no representation that the machine has the capacity to perform any functions other than as contained in the company's written literature, catalogs or specifications accompanying delivery of the machine.
- D. No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of Sutphen in connection with sale, service or repair of any apparatus manufactured by the company.
- E. Sutphen reserves the right to make design changes or improvements in it's products without imposing any obligation upon itself to change or improve previously manufactured products.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



AERIAL PLATFORM AND AERIAL LADDER MECHANICAL WARRANTY TWO (2) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the original user/purchaser that the mechanical components of a new aerial platform or aerial ladder is, and will remain, free of corrosion perforation, structural defects or failure provided that the components are used in a normal and reasonable manner. Mechanical components are defined as the hardware and mechanical items used on an aerial device. This Mechanical Warranty shall supplement the Standard Vehicle Warranty.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This limited warranty coverage shall be valid for a period of two (2) years from the delivery date to the original user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ...Major components or trade accessories that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
- B. ...Unauthorized alteration or modification to the vehicle, including the aerial, body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ...Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ...Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ...Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ...Normal maintenance items such as lubrication, cables, shives, pivot bearings, pivot shafts, etc.
- G. ...Towing charges and storage expenses.
- H. ...Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- I. ...Damage to discharge and compound gauges from freezing.
- J. ...Leaking seals on discharge and suction valves.
- K. ...Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- L. ...Hydraulic failures caused by incorrect or contaminated oil.
- M. ...Hydraulic pressure caused by incorrect PSI settings.
- N. ...Hydraulic cylinder seal after one (1) year service.
- O. ...Electric reels, air reels, electric controls and components.

If proper maintenance has not been performed and documented on Sutphen Aerial Inspection forms and sent to Sutphen at time of check, all coverage is void.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549

March 1, 2012 Supersedes All Previous Warranties



AERIAL PLATFORM OR AERIAL LADDER STRUCTURAL & CORROSION WARRANTY THIRTY (30) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the original user/purchaser that a new aerial platform or aerial ladder is, and will remain, free of corrosion perforation and structural defects, provided the aerial platform is used in a normal and reasonable manner. An aerial platform or aerial ladder is defined as the mechanically operated telescopic boom constructed of high-strength structural aluminum mounted on the fire truck. Excluded are all hardware, mechanical or electrical items, bucket, yoke and all normal wear items. Truck must be third party tested yearly. The Sutphen hourly maintenance schedule must be sent in to Sutphen for documentation that this work was performed per hourly schedule. This Structural Warranty shall supplement the Standard Vehicle Warranty.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This limited warranty coverage shall be valid for a period of thirty (30) years from the delivery date to the original user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in any improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ...Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, or transmissions that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ...Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ...Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ...Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ...Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ...Towing charges and storage expenses.
- G. ...Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ...Hydraulic pressures are not set to the correct PSI
- I. ...Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- J. ...Hydraulic failures caused by incorrect or contaminated oil.
- K. ...Hydraulic cylinder seal after one (1) year of service.

If proper maintenance has not been performed and documented on Sutphen Aerial Platform or Aerial Ladder Inspection forms and the forms sent to Sutphen at the time of check, all coverage is void.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1845 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549

November 22, 2017 Supersedes All Previous Warranties



APPARATUS BODY STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants each new body and heavy duty rescue body manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to body tubular support and mounting structures and other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery, as follows: first five years, one hundred percent (5-100%); sixth year, seventy-five percent (6-75%); seventh and eight years, fifty percent (7/8-50%); ninth and tenth years, twenty five percent (9/10-25%).

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Towing charges and storage expenses.
- G. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---(1) Normal maintenance services or adjustments;(2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the body due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued

J.This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
Sutphen Corporation / Warranty Admin.
PO Box 1846 • Springfield, OH 45501
Phone (937) 969-8851 • Toll Free (866) 287-5549



CAB STRUCTURAL INTEGRITY WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the cab of each new custom fire and rescue vehicle manufactured by Sutphen to be free of structural failures caused by defective design or workmanship for a warranty period of ten (10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first. This warranty is limited to the cab tubular support and mounting structures and to the other structural components.

Sutphen's obligation under this warranty is limited to repairing or replacing, as Sutphen may elect, without charge to the original purchaser, the structural component or components which Sutphen, after examination, finds, to Sutphen's satisfaction, to have structurally failed due to defective design or workmanship.

Sutphen's obligation under this limited is subject to the conditions precedent: (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen's designee, promptly after the notification, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect. The warranty is pro-rated for a period of ten (10) years from the date of delivery as follows: first three years, one hundred percent; four years, seventy-five percent; five years, fifty percent; six years, forty percent; seven years, twenty-five percent; eight years, twenty percent; nine years, fifteen percent; ten years, ten percent.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by Sutphen to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from Sutphen's Customer Service Department. Repair or replacement must be made by a facility approved in advance by Sutphen. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Sutphen, to make the repair or replacement. Labor time or amounts deemed excessive by Sutphen are not covered under this warranty.

Any repair or replacement effected by Sutphen under this limited warranty is itself warranted under this warranty for the duration of the warranty period subject, however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ...Major components or trade accessories that have a separate warranty by the original manufacturer, or equipment used in fire fighting.
- B. ...Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ...Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ...Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ...Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ...Towing charges and storage expenses.
- G. ...Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- H. ...Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ... (1) Normal maintenance services or adjustments; (2) any item that has been repaired, replaced or altered by a facility not approved in advance by Sutphen Customer Service Department or in a manner which in Sutphen's judgment, may adversely affect the operation or longevity of the vehicle or item; (3) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (4) any malfunction resulting from misuse, negligence, alternation accident, or lack of operational knowledge or normal maintenance or adjustments; (5) time required to unload or reload the vehicle or item; (6) nonstructural breakage or cracking; (7) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component as identified in Sutphen's specifications, of the cab due to defective design or workmanship; or (8) transportation fees or charges to or from any facility.

continued

J.----This limited warranty is void if Sutphen determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified compartment weights limits, loaded to a state of excessive imbalance side to side, or damaged. This warranty is also void if Sutphen determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to use or operation of the vehicle or item in a manner or for a purpose other than that for which Sutphen intended or designed the vehicle or item.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

For more information contact:
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FRAME WARRANTY LIFETIME

SUTPHEN CORPORATION (Sutphen) warrants to the original user/purchaser only of a Sutphen chassis, that the frame rails are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

Sutphen's obligation under this warranty is strictly limited to repairing, as the company may elect, any part or parts of such frame rails which the company's examination discloses to be defective in material or workmanship. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location will be the responsibility of the user/purchaser.

Sutphen's obligation under this limited warranty is subject to the conditions (1) the claimed failure shall have first appeared during the warranty period; (2) the original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notifications, with transportation charges prepaid. Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, additional welding or drilling of rails or flanges without the written authorization of Sutphen. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner. The frame and under carriage shall be washed and painted, by the owner, where needed, semi-annually or as conditions require; if rust starts, it must be properly primed and painted or this warranty shall be voided.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing, or warranty shall be void.

If optional Ziebart undercoating is provided on the apparatus, purchaser is required to have undercoating inspected annually by an Authorized Ziebart Dealer for a minimum of 10 years.

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ...Unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- B. ...Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- C. ...Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- D. ...Damage caused by failure to follow the requirements of the maintenance schedule.
- E. ...Towing charges and storage expenses.
- F. ...Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, lodging or travel costs, vacation pay, etc.
- G. ...Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- H. ...Cross members and any hardware attached to the main frame rails shall be excluded from this lifetime frame warranty.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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November 20, 2012 Supersedes All Previous Warranties



PAINT WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants vehicle exterior paint finish of fire apparatus against peeling, cracking, and lack of adhesion, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

Periodically check apparatus for chips and scratches in the paint and repair them with touch-up paint furnished upon delivery, or equal paint. Several times a year wash underneath the apparatus, especially during winter months. If power wash is used, use a fan spray only or it may damage the undercoating or paint. If damage of undercoating or paint occurs, prime, paint, and re-undercoat areas where bare metal is showing.

Sutphen's obligation under this limited warranty is subject to these conditions:

- (1) The claimed failure shall have first appeared during the warranty period;
- (2) The original purchaser shall have notified Sutphen in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and
- (3) Unless Sutphen directs otherwise, the claimed failed item or items shall have been returned to Sutphen, or to Sutphen designee, promptly after the notification, with transportation charges prepaid.

Sutphen reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this limited warranty. Sutphen's obligation under this warranty is strictly limited to repair or replacement as the company may elect.

The warranty is pro-rated for a period of Ten (10) years from the date of delivery as follows: first year, one hundred percent; second year, one hundred percent; third year, one hundred percent; fourth year, fifty percent; fifth year, forty percent; sixth year, twenty five percent; seventh year, ten percent, eighth year, paint only, ninth year, paint only, tenth year, paint only. Paint only coverage from the paint manufacturer covers top coat and appearance only (gloss and color retention).

This limited warranty covers only repair or replacement of any part of a Sutphen vehicle in which a defect in materials or workmanship appears within the limited warranty period. Examples of items not covered include, but are not limited to:

- A. ---Major components or trade accessories that have a separate warranty by the original manufacturer, or to equipment used in fire fighting.
- B. ---An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Sutphen and any problems that occur as a result of such alterations or modifications.
- C. ---Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of God, war or objects striking the vehicle or any damage covered by owner insurance.
- D. ---Damage caused by misuse or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- E. ---Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.
- F. ---Incidental expenses such as loss of vehicle use, inconvenience, loss of time, vehicle rental, loading or travel costs, vacation pay, etc.
- G. ---Gold leaf or striping and Scotchlite emblems or decals, except that which is affected by repair.
- H. ---Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- I. ---Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance manual.
- J. ---Defects if vehicle is damaged, dented, scratched or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- K. ---This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, undercarriages).
- L. ---This warranty shall only apply to exterior coatings applied by Sutphen Corporation and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.

continued

- M.---This warranty shall exclude accessory vendor equipment that is painted to match the finished vehicle.
N.---This warranty shall exclude painted roll-up doors.
O.---Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
P.---Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
Q.---Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
R. - Third party undercoatings like Ziebart or Krown are not covered in this warranty.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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September 12, 2019 Supersedes All Previous Warranties



PLUMBING WARRANTY TEN (10) YEARS

SUTPHEN CORPORATION (Sutphen) warrants the stainless steel pipe and ancillary brass fittings used in the construction of the water plumbing system, for a period of ten (10) years, provided the vehicle is used in a normal and reasonable manner. This limited warranty is extended only to the original user/purchaser.

Sutphen's obligation under this warranty is strictly limited to repairing or replacing as the company may elect. The company reserves the right to require any such repairs to be made either at a company owned service facility or another approved service facility at the company's option. Transportation cost to and from the servicing location is the responsibility of the user/purchaser. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, or evidence of being operated in an improper manner.

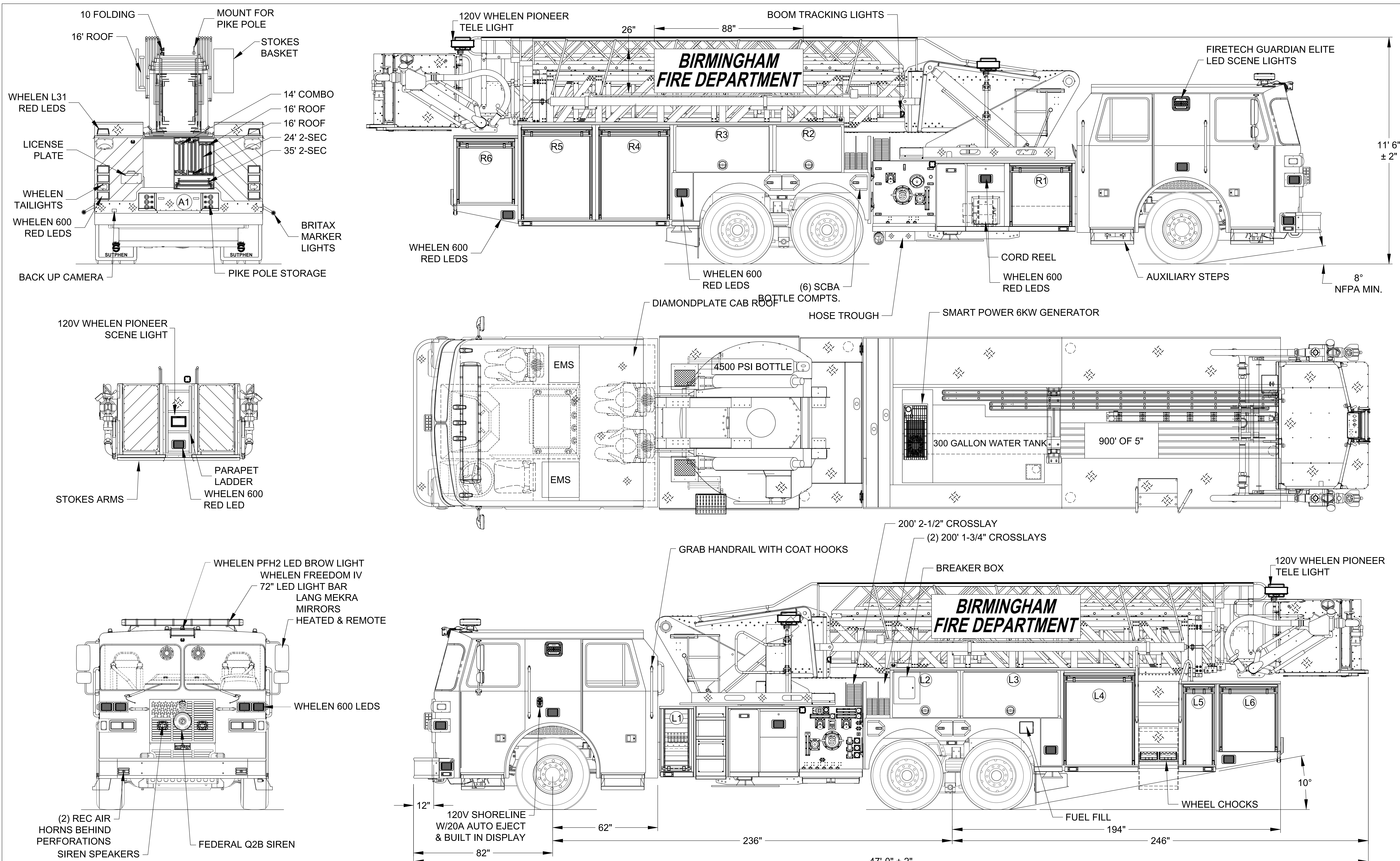
This limited warranty covers only repair or replacement of above mentioned item(s) in which a defect in materials or workmanship appears within the limited warranty period.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

THIS WARRANTY IS PROVIDED IN EXCLUSION OF ANY AND ALL OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS, AND SUITABILITY FOR BUYER'S INTENDED USE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SUTPHEN CORPORATION OTHER THAN SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED BY THE PRESIDENT OF SUTPHEN CORPORATION. THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF A SUTPHEN VEHICLE PURCHASER.

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March 1, 2012 Supersedes All Previous Warranties



DOOR OPENINGS			COMPARTMENT DIMENSIONS			DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
L1	31 13/16	13 7/16	38 1/2	20 5/16	19 7/8	R1	31 13/16	33 7/16	38 1/2	40	26 1/2
L2	23	33 1/4	27 1/2	41 1/2	12 1/8	R2	23	33 1/4	27 1/2	41 1/2	26 1/2
L3	23	50 1/4	27 1/2	58	12 1/8	R3	23	50 1/4	27 1/2	58	26 1/2
L4	48 1/2	38 3/4	56 1/2	45 3/4	26 1/2	R4	48 1/2	38 3/4	56 1/2	45 3/4	26 1/2
L5	40 1/2	15 1/8	48 1/2	22	26 1/2	R5	48 1/2	38 3/4	56 1/2	45 3/4	26 1/2
L6	32 1/8	30 7/8	40 1/8	34 3/4	26 1/2	R6	32 1/8	30 7/8	40 1/8	34 3/4	26 1/2

DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
A1	9 1/8	24 1/2	9 7/8	26	88

TOTAL COMPARTMENT VOLUME - 283.49 CU.FT.

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE
-	-	-	-

DRAWN BY:
D. NAYLOR

DATE:
05/15/2023

MFG. FACILITY:
DUBLIN

SUTPHEN

BIRMINGHAM FIRE DEPARTMENT
BIRMINGHAM, MI

SPH100 AERIAL PLATFORM
BIRMINGHAM, MI (2023 SPH100).dwg

SPH 100 Mid-Mount Aerial Platform



Shown with Optional Equipment

The SPH 100 Aerial Platform is the most demanded mid-mount aerial platform on the market. Once you drive and operate it, you'll understand why. The shorter wheelbase and overall length results in a more maneuverable apparatus. The industry's fastest set up time will have you in the air for rescue or attack in less than a minute.



APPARATUS BODY

CONSTRUCTION:	Heavy duty, corrosion resistant, #304 Stainless Steel body, Huck-bolted to the frame
DOORS:	ROM roll up doors painted or satin finish, hinged doors optional
HOSEBED:	Capacity for up to 900' of 5" LDH
TANK:	300 gallons
AIR BOTTLE STORAGE:	Capacity for up to 8 air bottles stored in the fender wells
COMPARTMENT SPACE:	Up to 300 cubic feet of usable compartment space

PUMP FEATURES

Hale or Waterous pumps available
Up to 2000 GPM
STANDARD DISCHARGES: (2) 2.5" left, (1) 2.5" right, (1) 3" right, (1) 2.5" crosslay, (2) 2" crosslay
PLATFORM EQUIPMENT: Twin monitors mounted outboard, up high; allow the front of the platform to remain open allowing better access to the face of the platform for rescue or ventilation. Manual or remote monitors are available.

FEATURES

- Mid-mount design allows for a lower center of gravity, resulting in a more stable and better handling apparatus.
- Huck-bolted, 4-sided box design boom provides superior strength and rigidity, and results in a 3:1 safety factor.
- The Sutphen waterway, electrical cables, and breathing air hoses are completely enclosed inside the box boom, providing excellent protection for those systems.
- Low, open hose bed for easy deployment and loading of hose.

- The Sutphen aerial tower may be rested against a roof cornice or building, if necessary, without causing costly repairs to the waterway unlike most other designs.
- Aerial is constructed of #6061-T6 aluminum that will withstand extreme climate and intense heat situations. The aerial is left unpainted for ease of maintenance and lower repair cost.
- The Sutphen SPH 100 is rated for 35 MPH winds; a direct testament to the box boom's strength.
- The aerial device is rated with a 1000# tip load when dry, and 500# while flowing water.
- Fastest set-up time in the industry. Only one out and down jack each side. All control stations are located within 12 feet of each other. After setting the parking brake at the scene, the Sutphen platform can be deployed in 40 seconds or less.
- Sutphen aerials have full capability for over the cab operation.
- Large bucket with room for equipment and personnel. 73" wide x 40" deep, 19.5 sq. ft.
- Enclosed rear ladder storage, and up to 228' of ground ladders (Truck Company configuration).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Rich Ogle/Camila Simao PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: ogle_unit@grahamco.com	FAX (A/C, No): 215-525-0242	
	INSURER(S) AFFORDING COVERAGE		
INSURED The Sutphen Corporation 6450 Eiterman Road Dublin, OH 43016	INSURER A: Travelers P&C Co of America		NAIC # 25674
	INSURER B: Charter Oak Fire Insurance Company		25615
	INSURER C: Travelers Indemnity Company		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 651706168

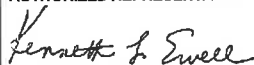
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			Y-630-5073A295-IND-23	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-5073A295-23-14	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers Limit \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-2T478876-23-14	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8R526962-23-14-G	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SPH 100 Aerial

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham 151 Martin Street Birmingham MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MEMORANDUM

City Manager's Office

DATE: June 5, 2023

TO: Thomas M. Markus, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: 2023-2024 Compensation Recommendations for Department Heads and Administrative/Management Employees

INTRODUCTION:

Current Administrative/Management employees consist of 11 City department heads, and approximately 25 other full-time professional employees who are not represented by any labor organization. Settled collective bargaining agreements include wage rate changes to the Teamsters, Police Command Association, and Police Patrol Association as follows:

AFSCME	Under Negotiation
BCOA	2022—3.5%, 2023—3.5%, 2024—3.5%
BPOA	2022 – 4.5%, 2023—3.5%, 2024—3.5%
BFFA	Under Negotiation
Teamsters	2022—2.0%, 2023 – 2.0%

Administrative/Management employees are scheduled to receive wage adjustments on July 1, 2023 for the 2023-24 fiscal year.

BACKGROUND:

Individual administrative and management staff do not receive automatic adjustments in conjunction with salary table changes as do employees in bargaining units. Actual increases for this group are determined through annual performance evaluations. The guidelines that connect performance review scores to salary adjustments continue to reward high-quality performance within the confines of the salary range while withholding such rewards when performance is less than high quality.

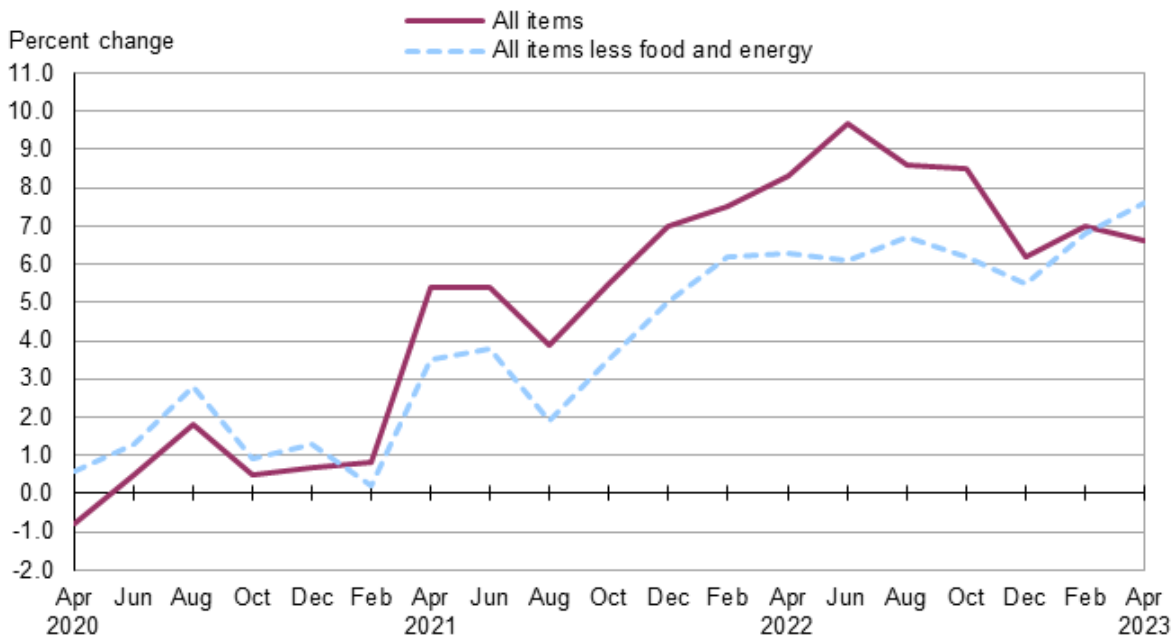
Salary Ranges

According to the Bureau of Labor Statistics, CPI data has indicated a rise in local consumer prices. The graphic below illustrates the consumer price increases specific to the Detroit-Warren-Dearborn area, resulting in an **increase of 6.6%** since April 2022. To answer to these rising

costs, as well as talent acquisition and retention goals, a more aggressive market adjustment is needed.

For Fiscal Year 2023-24, and effective July 1, 2023, HR recommends a market adjustment of up to **3.5%** adjustment to the salary range for Department Heads and Administrative/Management classifications, as well as for administrative part-time employees not covered by a labor organization, which represents an estimated cost of \$132,000. This adjustment keeps our compensation program in line with the market of comparable communities and is consistent with other settled City labor agreements. Proposed salary tables reflecting these adjustments are attached.

Chart 1. Over-the-year percent change in CPI-U, Detroit-Warren-Dearborn, MI, April 2020–April 2023



Source: U.S. Bureau of Labor Statistics.

Merit Based Performance Increase Program

In addition to the salary range adjustment, the Commission has approved a merit based increase based on a review of an employee’s performance. This program is divided into three groups, subject to performance evaluation results and salary ranges:

- 1) Employees at their maximum pay rate, and eligible for a performance increment of up to 2.5%.
- 2) Employees at or above the 75th percentile of their range, eligible for an increase of up to 3%.
- 3) Employees below the 75th percentile of their range, eligible for up to a 6.5% increase.

LEGAL REVIEW:

No legal review is required.

FISCAL IMPACT:

For FY 2023-24, the recommended increase to the salary ranges of 3.5% for the Department Heads and Administrative/Management group represents an estimated cost of \$132,000. The merit based performance increase program is estimated to cost an additional \$122,000.

PUBLIC COMMUNICATIONS:

N/A

ATTACHMENTS:

- Existing Merit Increase Guidelines (3.5% Market Adjustment)

SUMMARY:

The Human Resources Department recommends approval of the Department Head and Administrative/Management compensation program as presented and included in the attachments to this report.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a 3.5% salary range adjustment and in-range adjustments based upon performance for full-time and part-time employees in the Department Head and Administrative/Management classifications effective July 1, 2023 and approving a 2.5% performance increment through June 30, 2024 with individual eligibility to be in accordance with the attached merit increase guidelines. Further, to authorize the budget amendments from the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2023 Merit Increase Guidelines

For employees currently occupying a position **at or above the 75th Percentile** of their salary range on the July 1, 2023 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+ 3.0%	3.5%	4.50 to 5.00
+ 2.0%	3.5%	4.50 to 4.49
+ 1.0%	3.5%	3.50 to 3.99
0.0%	3.5%	3.00 to 3.49
-1.5%	3.5%	2.50 to 2.99
-2.5%	3.5%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

CITY OF BIRMINGHAM
Department Heads & Administrative Employees
7/1/2023 Merit Increase Guidelines

For employees currently occupying a position **below the 75th Percentile** of their salary range on the July 1, 2023 salary table:

<u>Merit Increase</u>	<u>Market Adjustment</u>	<u>Performance Review Score *</u>
+6.5%	3.5%	4.50 to 5.00
+4.5%	3.5%	4.50 to 4.49
+2.5%	3.5%	3.50 to 3.99
+1.5%	3.5%	3.25 to 3.49
0.0%	3.5%	3.00 to 3.24
-1.5%	3.5%	2.75 to 2.99
-2.5%	3.5%	2.50 to 2.74
-3.5%	3.5%	2.00 to 2.49

Total adjustment may not exceed salary range maximum.

* Performance Review Rating Scale:

- 5 Outstanding
- 4 Exceeds Expectations
- 3 Meets Expectations
- 2 Below Expectations
- 1 Unsatisfactory

Woodward Noise

Police Department

Presented by: Chief Scott Grewe

Date: June 5, 2023

7G1



Michigan Legislature - Section 257.707

257.707 Muffler, engine, power mechanism, and exhaust system; requirements; prohibitions.

Sec. 707.

(1) A motor vehicle, including a motorcycle or moped, shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke. A person shall not remove, destroy, or damage any of the baffles contained in the muffler, nor shall a person use a muffler cutout, bypass, or similar device upon a motorcycle or moped on a highway or street.

(2) The engine and power mechanism of a motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke.

(3) A motor vehicle shall at all times be equipped with a properly operating exhaust system which shall include a tailpipe and resonator on a vehicle where the original design included a tailpipe and resonator.

Section 257.707a

257.707a Definitions used in MCL 257.707a to 257.707e.

Sec. 707a.

As used in sections 707a to 707e:

- (a) "Decibel" means a unit of sound level on a logarithmic scale measured relative to the threshold of audible sound by the human ear, in compliance with American national standards institute standard S 1.1-1960.
- (b) "Decibels on the a-weighted network" or "DBA" means decibels measured on the a-weighted network of a sound level meter, as specified in American national standards institute standard S 1.4-1971.
- (c) "Fast meter response" means the meter ballistics of meter dynamic characteristics as specified by American national standard S 1.4-1971.
- (d) "Maximum noise" means the noise emitted from a vehicle during that manner of operation which causes the highest DBA level possible from that vehicle.
- (e) "Muffler" means a device for abating the sound of escaping gases of an internal combustion engine.
- (f) "Exhaust system" means the system comprised of a combination of components which provides for enclosed flow of exhaust gas from engine parts to the atmosphere.
- (g) "Noise" means any sound.
- (h) "Total noise" means noises radiating from a vehicle but does not include noises emitted from a horn, siren, bell or other similar device of an authorized [emergency](#) vehicle.
- (i) "Gross vehicle weight rating" means the value specified by the manufacturer as the loaded weight of a vehicle.
- (j) "Combination vehicle" means any combination of truck, truck tractor, trailer, semi-trailer or pole trailer used upon the highways or streets in the transportation of passengers or property.

Section 257.707b

257.707b Exhaust system; requirements.

Sec. 707b.

- (1) A motor vehicle, while being operated on a highway or street, shall be equipped with an exhaust system in good working order to prevent excessive or unusual noise and shall be equipped to prevent noise in excess of the limits established in this act.
- (2) For purposes of sections 707a to 707f, a motor vehicle does not include a special mobile equipment.

Section 257.707c

257.707c Noise limitations; prohibitions; violation as civil infraction. Sec. 707c.

(1) A motor vehicle must not be operated or driven on a highway or street if the motor vehicle produces total noise exceeding 1 of the following limits at a distance of 50 feet except as provided in subdivisions (b)(iii) and (c)(iii):

(a) A motor vehicle with a gross weight or gross vehicle weight rating of 8,500 pounds or more, combination vehicle with gross weight or gross vehicle weight ratings of 8,500 pounds or more.

(i) Ninety DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(ii) Eighty-six DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(iii) Eighty-eight DBA under stationary run-up test.

(b) A motorcycle or a moped:

(i) Eighty-six DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(ii) Eighty-two DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(iii) Ninety-five DBA under stationary run-up test at 75 inches.

(c) A motor vehicle or a combination of vehicles towed by a motor vehicle not covered in subdivision (a) or (b):

(i) Eighty-two DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(ii) Seventy-six DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(iii) Ninety-five DBA under stationary run-up test 20 inches from the end of the tailpipe.

(2) A dealer shall not sell or offer for sale for use upon a street or highway in this state a new motor vehicle that produces a maximum noise exceeding the following limits:

(a) A motor vehicle with a gross vehicle weight rating of 8,500 pounds or more—83 DBA.

(b) A motorcycle or a moped—83 DBA.

(c) A motor vehicle not covered in subdivision (a) or (b)—80 DBA.

Section 257.707c - Continued

(3) A person shall not operate a vehicle on a highway or street if the vehicle has a defect in the exhaust system that affects sound reduction, is not equipped with a muffler or other noise dissipative device, or is equipped with a cutout, bypass, amplifier, or a similar device.

(4) A person, either acting for himself or herself or as the agent or employee of another, shall not sell, install, or replace a muffler or exhaust part that causes the motor vehicle to which the muffler or exhaust part is attached to exceed the noise limits established by this act or a rule promulgated under this act.

(5) A person shall not modify, repair, replace, or remove a part of an exhaust system causing the motor vehicle to which the system is attached to produce noise in excess of the levels established by this act, or operate a motor vehicle so altered on a street or highway.

(6) A dealer shall not sell a used or secondhand motor vehicle for use upon a street or highway that is not in compliance with this act.

(7) A person who violates this section is responsible for a civil infraction and shall be ordered to pay a civil fine of not more than \$100.00.

Section 257.707d

257.707d Violations; penalties; liability; prima facie evidence.

Sec. 707d.

- (1) A person who violates section 707c(2), (4), or (6) is guilty of a misdemeanor punishable by a fine of \$100.00.
- (2) A person who violates section 707b or 707c(1), (3), or (5) is responsible for a civil infraction.
- (3) A person who, at the time of installation, knowingly installs a muffler or exhaust system which exceeds the decibel limits of this act shall be liable to the person who receives a citation for violation of 707c for the amount of not less than \$100.00, plus reasonable attorney fees and court costs.
- (4) If it is shown that the noise level of a motor vehicle is in excess of the DBA levels established in this act, that evidence shall be prima facie evidence that the motor vehicle was producing excessive noise in violation of this act.
- (5) A violation of section 707c(4) or (6) by a dealer licensed under this act is prima facie evidence of a fraudulent act under section 249.

Birmingham City Ordinance – Noise (Section 50-75)

Sounds from vehicles.

No person shall operate or be in control of a parked or moving vehicle with any sound amplification equipment, including, but not limited to and portable or standard factory installed, owner installed, radios, C.D. players, stereos, "boom-boxes" and/or tape cassette players, alone or combined with component speakers, in or on such vehicle producing sound that is **audible by the human ear or by feeling the vibration within the human body, more than 50 feet from the vehicle**. This provision shall not be applicable to noise or sound emanating from publicly sponsored or publicly permitted concerts, sporting events, parades, speeches, activities, events, other gatherings or other general exemptions as stated in [section 50-75](#).

Meetings to Address Woodward Enforcement and Statue Limitations

Senator Mallory McMorrow

1. March 14, 2023
2. May 23, 2023

Oakland County Commissioners Angela Powell, Marcia Gershenson

1. April 19, 2023
 - a. Included Police Chiefs/Reps from
 - Bloomfield Township
 - Auburn Hills
 - Berkley
 - Royal Oak
 - Ferndale
 - Oakland County Sherriff
 - Michigan State Police
 - State Rep Jeremy Moss' Office

Representative Natalie Price

1. May 26, 2023

Sheriff Bouchard

1. February 13, 2023
2. May 3, 2023
 - a. Included Police Chiefs from
 - Bloomfield Township
 - Bloomfield Hills
 - Berkley
 - Royal Oak
 - Pleasant Ridge

Birmingham Police Enforcement Action

1. Traffic Improvement Association (TIA) Grant Through OHSP
 - a. Speed, Seatbelt, Distracted, and OWI Enforcement
 - b. Approved for \$23,698
2. Friday and Saturday Extra Patrols
 - a. Two Overtime Officers
 - b. Since March Over 1,200 Tickets Issued On Woodward
 - c. Over 100 Parking Tickets Issued

Additional Enforcement Plans in Process

Private Parking Lots Along Woodward

Power of Attorney – 16 Addresses Have Signed

Public Parking Along Woodward

Restricted Time Frames Friday to Sunday



Additional Enforcement Plans in Process – Cont.

TIA Grant

Oct 2023 – Oct 2024 Approx. Increase of \$10,000 From Current Year.

Application for Additional Grant Funding Through the Office of Highway Safety Planning (OHSP).

1. Application Submitted for Equipment and Woodward Overtime Totaling \$85,000.
 - a. Radar Trailer w/ Programmable Message Board
 - b. GPS Measuring Device for Accident Investigations
 - c. Approx. \$30,000 to Cover Woodward Overtime Assignments

Questions?





CITY MANAGER'S REPORT

May 2023

Baldwin Public Library

Holiday Closures

The Library will be closed for Memorial Day weekend from Saturday, May 27 through Monday, May 29. It will reopen on Tuesday, May 30 at 9:00 a.m.

The Library will be closed on Monday, June 19 in observance of the Juneteenth holiday.

Library Board Update

The Library Board met on May 15, 2023 for its regular meeting. The board approved updates to several policies, including the Library Card Policy, Fines and Fees Policy, Electronic Device, Network, and Internet Use Policy, Collection Development Policy, Fund Balance Policy, Credit Card Policy, Financial Policy, Trust Investment Policy, and Staff Development Policy.

Phase 3 Construction Project of the Library's Front Entrance

The project will start on or shortly after Wednesday, July 5, 2023. MCD and PCI Dailey have completed all construction pre-bid meetings. PCI Dailey is currently preparing the AIA contract for Construction Management services. The GMP for the project is currently set at \$3,688,896. Board President Wheeler, Director Craft, and City Manager Markus will sign this contract once it is approved by the City Attorney.

The City of Birmingham's Fire Marshal and Building Official have reviewed the site plan for the project. The Children's Terrace door will be the temporary entrance to the library for the duration of the project (July 2023 – March 2024). A construction fence will be placed along Bates Street and Merrill Street and signs will be placed on the fencing directing visitors to the north entrance. A temporary Knox Box will be placed outside the Terrace Door so that Birmingham Fire Department personnel can access the building in case of an emergency. The loading dock door will be a second means of egress. As such, the loading dock steps are currently being repaired so that they will be operational by July 5. The full loading dock will be resurfaced and repaired in FY23-24, per the City's maintenance plan.

A temporary ramp will be placed on the north side of the building to make the Youth Terrace door fully ADA-accessible. As you walk into the new temporary entrance, two circulation workstations will be set up inside the door. The first station will face the door. The second station will be located next to the existing Youth self-check machine.

The curbside drop box will be temporarily moved to the north side of the building at the southwest corner of Martin and Bates street. One diagonal parking spot will be blocked off for drop box access. DPS will relocate the box for the library at no charge.

During the project, the Rotary half of the Rotary/Donor room will be closed off for construction staging and installation of the new HVAC system and elevator. Because of this, we are reducing some of our large scale programs for adults and children throughout the duration of the project due to lack of meeting space. Beginning in July or August, all library board meetings will be held in the Board Room. BCTV will broadcast the recording of the meeting on local television.

Library Tour

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Thursday, June 15 at 4:00 p.m.

Learn.Connect.Discover Newsletter

Baldwin's quarterly Learn.Connect.Discover newsletter has been mailed to all homes in Birmingham and includes information about upcoming programs this summer. Register for these upcoming programs and more at baldwinlib.org/calendar.

College Info Series: How to Write a Great College Essay

Wednesday, May 24 — 7:00 p.m. to 8:00 p.m.

The college essay is an important part of the application where you can really differentiate yourself. What do you want the admissions committee to know about you? What story do you want to tell? We'll talk about tips and tricks for writing a successful Personal Statement. Teens and parents are welcome. You may attend these sessions in-person or on Zoom. Registration required.

Boblo Boats: A Detroit Ferry Tale

Sunday, June 4 — 2:00 p.m. to 4:00 p.m.

When Ste. Claire and SS Columbia sounded their whistles, every Detroit kid knew it heralded the coming of summer and the magic of ferrying over to nearby Boblo Island Amusement Park. After 85 years of operation, these two sister steamships – the oldest in America - awaken from a deep slumber to find a devoted team of enthusiasts have set out to rescue them from their deteriorating state. SS Columbia has been whisked away to New York while Claire's fate rests in the hands of an unlikely band of heroes: a doctor, a psychic, and an amusement park fanatic. Martha Reeves, the Motown legend, narrates this revelatory fable-doc that's full of heart and hard truths about a challenging restoration. Join us for a showing of this local documentary and a Q&A session with the filmmaker Aaron Schillinger. This is an in person event.

Summer Reading Kickoff!

Friday, June 9 — 1:00 p.m. to 4:00 p.m.

Join us as we kick off "All Together Now" Summer Reading 2023 at the library, and enjoy crafts, games, an ice cream truck and more. There are summer reading challenges for adults, teens and children - sign up and track your progress at baldwinlib.beanstack.org, from June 9 to August 4.

The Birmingham Museum

Juneteenth became a federal holiday in 2021 after the passage of Senate Bill 465 following decades of effort by Opal Lee, a retired teacher and African American activist. Juneteenth commemorates the emancipation of enslaved African Americans, and is a contraction of "June" and "nineteenth," in reference

to the June 19, 1865 proclamation of freedom for enslaved people in Texas. Since that time, Juneteenth has been broadly observed as a celebration of African American culture in many parts of the U.S.

In honor of Juneteenth, the Birmingham Museum will display a special exhibit banner during June at the Municipal Building. It will feature Birmingham's connection to the Underground Railroad and the stories of formerly enslaved **George and Eliza Taylor** and abolitionist **Elijah Fish**. The Taylors and Fish are buried in Greenwood Cemetery, and their burial sites are now listed on the National Park Service's Underground Railroad Network to Freedom and the Michigan Freedom Trail. This retractable banner is the first of several planned by the museum to create portable exhibits that can be displayed throughout the city. The banners will focus on varying themes of Birmingham history as an expansion of our community outreach programs, and will be available as loans to schools and civic organizations.

Birmingham Shopping District (BSD)

Strategic Planning

The Birmingham Shopping District (BSD) approved its Strategic Plan at the April 19, 2023 Board meeting. The BSD Board started this process by holding a Strategic Planning meeting on Feb 6, 2023, with Board and committee members, as well as local businesses and City staff, to brainstorm and chart the next three-to-five-year strategy for Downtown Birmingham. The strategic plan is informed not only by those in attendance at the meeting, but also from a survey sent out prior to the meeting and individual conversations with key stakeholders. The Board and Committee members then met on April 4, 2023, in a work session to finalize the attached draft plan.

The plan includes a prioritization of internal and external goals, as well as key performance indicators. During this overall process, the Board further refined its vision and mission statements which are included in the plan.

The BSD's focus is to grow the economy by broadening the appeal of Downtown Birmingham that attracts and retains businesses and residents. It will do this through business recruitment and retention, marketing and promotion of the district, and maintaining and enhancing the downtown environment. For the next 3-5 years, the BSD will focus on the following goals:

- Increasing Local Frequency
- Expanding Regional Attraction
- Balancing the Business Mix
- Improving Ease of Access
- Sustaining Services & Appeal
- Increasing the BSD Value

Decisions by the Board on what and how it will achieve these goals will be based on the fundamental beliefs and driving forces of the BSD, including:

- Acting for the Collective Interest
- Engaging its Stakeholders
- Being Sustainable
- Bringing a Return on Investment

View the [full Strategic Plan here](#).

Notable Recognition

The BSD Board recently acknowledged a few long-standing businesses in the district for their years in business, including Tiffany Florist for 50 years, and The Community House and Village Players for 100 years each. The BSD also recognized Melinda Comerford, BSD Office Specialist, for 30 years of service. Executive Director Cristina Sheppard-Decius was recognized at the Main Street Oakland County Main Event for her 23 years of service in downtown management in Michigan.

Business Mix Analysis and Recommendations

The BSD Business Development Committee presented its business mix analysis and recommendations to the BSD Board at its May 4, 2023 meeting. Highlights of the analysis included:

- 71% of businesses are local entrepreneurs, which is a high average in comparison to the benchmark communities of Birmingham. Therefore, the BSD has the ability to attract a few national retailers without jeopardizing the local feel; and
- There is an opportunity to fine tune the business mix in the BSD, such as meeting the lunchtime needs of office workers with fast casual options, and there is room for growth in the apparel, books/entertainment, toys/hobbies, children's, eyewear, health, and electronics/technology categories.

The Business Development Committee will be focusing its efforts on increasing local frequency of consumers and regional attraction by:

- Recruiting businesses that will appeal to office workers and residents to drive daily foot traffic; and
- identify and help recruit regional small businesses with incentives and resources to fill gaps in product segments and maintain the local feel; and
- Influence higher-end, sophisticated and experiential national retailers, especially in apparel categories, by developing retail attraction assets and building landlord/broker relationships.

The Board suggested a few minor additions to the report, therefore, the final full report will be made available next month. The BSD has also updated its [Retail Market Profile](#) for business attraction efforts.

New Restaurant Promotion

The BSD is launching a new restaurant promotion, the Birmingham Rosé Soirée, June 5-11, offering featured dishes paired with rose wines, cocktails and mocktails at participating restaurants. A portion of each purchase will go to Cap & Conquer, a local charity that breaks down financial and educational barriers for reducing hair loss during chemotherapy. Each time you dine or purchase a pink drink, you can also enter for a chance to win a \$1,000 Birmingham Bucks E-gift card shopping spree. For details and the growing list of participating businesses, go to <https://www.allinbirmingham.com/visitors/rose>.

BSD Summer Calendar of Events

Birmingham Farmers Market	Every Sunday now until Oct. 29 at Lot 6
Movie Nights	June 9, July 14, August 11 and September 8 at Booth Park
Birmingham Rosé Soirée	June 5-11
Super Farmer Day @ Farmers Market	June 25
Day on the Town	July 29
Corn Festival @ Farmers Market	August 6
Birmingham Cruise Event	August 19
Harvest Festival @ Farmers Market	September 10

BSD Bylaws & New Committee Members

The BSD adopted bylaws at its April 19, 2023, Board meeting. The bylaws set forth rules for attendance, committee structure, responsibilities and reinforces the State statute and local ordinance that created the BSD. A copy of the [bylaws will be available online](#) shortly.

A slate of Committee members, including some new community members, were also appointed on May 4, 2023, including Carlie Quezada of Supernatural Lingerie, Angela Thomas of Aeres Real Estate, Daniel C. Gilbert of Bank of Ann Arbor and Richard Lilley, resident and Dream Cruise aficionado.

Annual Corporate Sponsor Packet

The BSD has created an annual [corporate sponsorship package](#) to showcase all of the opportunities available throughout the year, and the marketing success statistics with our events and programs. Much of the events and programs of the BSD wouldn't be possible without the help of our partners like Chevy, Bank of Ann Arbor, Wells Fargo, SMART, Mercedes-Benz of Bloomfield Hills, and many more!

2023 Dashboard Metrics

Retail Occupancy Rate - 96% (out of 1.5 million sq.ft.)

Office Occupancy - 89% (out of 2 million sq.ft.)

9 New Business Openings in 2023 (9 more in process)

Commercial, Mixed-Use & Residential Development Projects In Construction/Planning - 12 projects totaling 827,727 sq. ft.

Building Department

Ed Rosett to Serve as Reciprocal Electrical Council of Michigan Board President

Electrical Inspector Ed Rosett was elected by his peers to serve as President on the board of the Reciprocal Electrical Council of Michigan for the next two years. This is Ed's second time in this role. He first served as president from 2012 -2014. The mission of the organization is to educate and train both electrical inspectors and contractors to promote uniform application of the code and industry professionalism.

Staff Update

Two of the department's four front line permit technicians recently left employment with the City. One retired after 23 years and the other went to another community. We are in process of replacing these positions and ask for your patience while we welcome and train new individuals for these roles. Our permit processing times will increase a little during this period.

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted. In April, we processed 346 online permit applications bringing this year's total to 1,239.

City Clerk's Office

Celebrate Birmingham Parade and Party in Shain Park

The highly anticipated Celebrate Birmingham Hometown Parade and Party took place on May 21, 2023 in Downtown Birmingham and Shain Park. The event was well attended and had something for everybody

to enjoy. The Clerk's office extends its heartfelt gratitude to the entire community and all those who joined the parade or participated in the activities at Shain Park.

Many thanks to our sponsors!

- Parade Presenting Sponsor: Bank of Ann Arbor - Birmingham
- Party in Shain Park Presenting Sponsor: Bloom Pediatrics
- Parade Master Beier Howlett, PC
- Parade Supporter Piety Hill DAR
- Parade Friends Birmingham Bloomfield Area Democratic Club and Goldfish Swim Club

Thank you to our parade participants:

Baldwin Public Library, Birmingham Bloomfield Area Democratic Club, Birmingham Martial Arts, Birmingham Next, Bloom Pediatrics, Bloomfield Village Fire Department, Disabled American Veterans South Oakland County Chapter 19, Dream Arts Company, Distinguished Gentleman's Ride Motorcycle group, Harlan Elementary Girl Scouts, Goldfish Swim School, Hunter House Hamburgers, Kate DeGood School of Dance, Oakland County Sheriff, Pierce Elementary Girl Scout Daisies, Piety Hill Chapter of the Daughters of the American Revolution, Redford Township Unicycle Club Inc, Seaholm Marching Band, Veterans of the Senior Men's Club of Birmingham.

Thank you to all the organizations which made this a success:

Birmingham City Commission, Birmingham Communications team, Birmingham Clerk's Office, Birmingham Police Department, Birmingham Fire Department, Birmingham Department of Public Services, Birmingham Golf Course, Birmingham Area Cable Board, Oakland County Parks and Recreation, and Arts and Scraps.

General Election on November 7, 2023

Birmingham will hold a general election on Tuesday, November 7, 2023. At this time, the ballot will include four Birmingham Commissioner seats and three Birmingham Library Board positions, all for four-year terms. Filing deadline for petitions and candidates is 4:00 p.m. on July 25, 2023.

City Commission and Library Board Candidate and Petition Information

City Commission and Library Board candidates must be registered voters and residents for at least one year before the November 7, 2023 election. Petition packets containing all the information needed to run for these positions are available at the City Clerk's Office during regular business hours. Candidates must complete the petition packet's required paperwork and collect more than 25 but not more than 50 signatures from Birmingham registered voters. Signers must print their names with their current address and date. A signer may only sign one petition for each available seat; in this election that means a single voter can sign no more than four City Commission petitions and three Library Board petitions. The Clerk's Office must receive all candidates' paperwork no later than July 25, 2023 at 4:00 p.m., after which the Clerk's Office will review to ensure all petition requirements are met. The clerk cannot extend the filing deadline for any reason. For more information regarding petition and candidate filing please visit www.bhamgov.org/elections.

Absentee Voter Information

Voters who wish to vote absentee will need to fill out an Absentee Ballot Application. This application will be mailed out to anyone on the Permanent Absentee Application List in late August for the November 7, 2023 election. An application will need to be completed and returned to the

Birmingham Clerk’s office in order to receive the absentee ballot. If you are not on the Permanent list, you can request an Absentee Ballot application by going to www.michigan.gov/vote after August 24, 2023.

Absentee ballots will be mailed not earlier than September 28, 2023 to voters who submitted an application. Absentee ballots can be returned in person to the Clerk’s office, in the dropbox located behind City Hall, or mailed to City Clerk, P.O. Box 3001, Birmingham, MI 48012.

New Military and Overseas Voter Changes

The governor signed legislation on May 3, 2023 to allow additional time to receive absentee voter ballots from military and overseas voters. This change comes after Michiganders approved Ballot Proposal 22-2 to amend the state’s Constitution last year. The new law states that absentee ballots from military and overseas voters will be counted if the ballot return envelope was postmarked on or before Election Day and received within six days following the election. Voters who are in the military or will be overseas during the November 7, 2023 election must apply for a MOVE ballot at <https://www.fvap.gov/michigan>.

Greenwood Cemetery Advisory Board

The next meeting for the Greenwood Cemetery Advisory Board will be Friday, June 2nd, 2023 at 8:30 am. The board will be discussing future grave release recommendations and participating in strategic planning.

Ethics Board

The Board of Ethics met on Tuesday, May 15, 2023, at 2 p.m. to review the draft advisory opinion 2023-01 Requested by the City Manager Thomas M. Markus regarding City Commissioner Brad Host.

Detroit Board of Ethics Conference

Mayor Pro Tem McLain, Ethics Board Chairperson James D. Robb, and City Clerk Bingham attended the first Detroit Board of Ethics Conference on May 16, 2023. Chairperson Robb sat on a panel regarding strengthening Ethics Ordinances and Enforcement. Other topics of the conference included rules of debate, improving the deliberation process, and Open Meetings Act laws.

Board Appointments

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham’s different boards and commissions make recommendations that shape the city’s future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Visit www.bhamgov.org/boardopportunities to view all the available openings and apply to make a difference.

Board	Openings	Application Due by Noon	Interview/ Appointment at City Commission meeting 7:30 pm
Ad Hoc Aging in Place Committee	6 Members	6/21/23	6/26/23
Advisory Parking Committee	1 resident shopper term ending 9/1/2025 1 large retail member term ending	Until Filled	

	9/1/2025		
Architectural Review Committee	1 regular member term ending 4/11/2026 1 regular member term ending 4/11/2025	Until Filled	
Birmingham Shopping District	1 business representative term ending 11/16/2026	Until Filled	
Birmingham Area Cable Board	1 regular member term ending 3/30/2026 1 regular member term ending 3/30/2024 1 alternate member term ending 3/30/2025	Until Filled	
Board of Review	2 alternate members term ending 12/31/2025	Until Filled	
Board of Zoning Appeals	1 alternate members term ending 2/18/2026	Until Filled	
Brownfield Redevelopment Authority	1 regular member term ending 5/23/2026 1 regular member term ending 5/23/2024	Until Filled	
Ethics Board	2 alternate members term ending 6/30/2026 1 regular member term ending 6/30/2026	ALT: 5/17/2023 REG: 6/21/2023	ALT: 5/22/2023 REG: 6/28/2023
Greenwood Cemetery Advisory Board	1 regular member term expiring 7/6/2024 2 regular members terms expiring 7/6/2026	5/31/23	6/5/23

City Manager's Office

Update on 48th District Court

In 2021, Bloomfield Hills withdrew from the funding agreement for the 48th District Court that had been in place since 1985 between the cities of Bloomfield Hills and Birmingham, and Bloomfield Township and

W. Bloomfield Township. As a result, the remaining three funding units negotiated a new agreement, which allows any funding unit to opt out of the agreement at the end of January in each year, with all obligations under the agreement then ceasing at the end of the calendar year in which the notice is given. In January 2022, the City of Birmingham considered providing notice to the other funding units to opt out of the agreement at the end of 2022. The City Commission ultimately decided not to do so, and directed the City Manager to negotiate a more equitable funding agreement by January 2023 to avoid the City providing notice to opt out of the agreement.

On November 30, 2022, representatives from all seven jurisdictions that make up the 48th District Court met at the courthouse. Mr. Dunn, Judge D'Agostini and Judge Barron presented the details of the court's budget request for the upcoming year. There was much discussion regarding the expenditures proposed, cost increases, sources of funding and related issues. Representatives from the seven jurisdictions questioned court staff on the proposed expenditures, and once again the issue came up regarding the long term funding of the 48th District Court. After approximately one and a half hours of heated discussion, a verbal agreement was reached, in concept only. The conceptual agreement was that the four political subdivisions of Bloomfield Hills, Keego Harbor, Orchard Lake Village, and Sylvan Lake would agree to contribute their statutory revenues to the funding of the court in years where the court's expenditures exceed revenues, to offset the additional costs to the current funding units of Birmingham, Bloomfield Township and W. Bloomfield Township. Given that the meeting was attended by the management staff and some elected officials for many of the jurisdictions, it was agreed in concept that Birmingham would prepare a draft memorandum of understanding for consideration by the four non-funding political subdivisions based on the conceptual agreement. It was then discussed that this could be executed by the political subdivisions and attached as an exhibit to an updated funding agreement between Birmingham, Bloomfield Township and W. Bloomfield Township, to ensure funding for the court would remain in place without the need for costly litigation.

City staff prepared draft language consistent with the verbal agreement reached on November 30, 2022, and distributed to representatives for all seven jurisdictions in December 2022 in order to obtain conceptual agreement from all jurisdictions. The understanding was that once all four political subdivisions respond that this is, in concept at least, what the jurisdictions coalesced around in November, Birmingham would prepare a complete draft of the agreement for legal review and potential approval from the elected bodies of Bloomfield Hills, Keego Harbor, Orchard Lake and Sylvan Lake.

Based on the positive response received from representatives of Bloomfield Hills, Keego Harbor and Orchard Lake, the attached draft Political Subdivision Distribution / Funding agreement was prepared and distributed to representatives from all 7 jurisdictions of the 48th District Court. Sylvan Lake had outlined several concerns in response to the draft agreement. City staff conducted a lengthy telephone conference with the City Manager of Sylvan Lake, and ultimately came to an understanding on January 13, 2023.

Accordingly, a revised draft of the Political Subdivision / Funding agreement was distributed for review and approval. In years when the 48th District Court's total expenditures exceed total revenues, the proposed agreement establishes that the four political subdivisions agree to contribute their statutory revenues to the funding of the court to offset the additional costs that will be allocated to the three funding units. This will thus reduce the amount the City pays to the court in years when the court's total expenditures exceed total revenues.

In January, all four political subdivisions committed to conduct a legal review of the revised draft of the Political Subdivision Distribution / Funding agreement, and to have their respective elected body consider approval of the agreement.

Since that time, the City of Orchard Lake Village has conducted a legal review and placed the 48th District Court agreement on their council agendas as a standing item. The City Commission for the City of Bloomfield Hills has reviewed the draft agreement and authorized the city to work with the other political subdivisions to finalize the agreement. Keego Harbor has completed their legal review of the revised draft of the agreement. However, all three municipalities are waiting on word from Sylvan Lake that they are in agreement with the revised draft of the Political Subdivision Distribution / Funding agreement distributed in January in response to concerns raised by Sylvan Lake. All are hesitant to have the revised draft of the agreement approved by their elected bodies until Sylvan Lake has signed off on the changes they requested. The City Manager for Sylvan Lake indicated that the city has been overburdened with other time-sensitive issues, and will complete the approval process with their council shortly. Once the City Council for Sylvan Lake has approved the agreement, Keego Harbor, the City of Orchard Lake Village and the City of Bloomfield Hills will bring the final draft of the agreement to their elected bodies for approval. The executed Political Subdivision Distribution / Funding agreement will then be attached as an Addendum to the existing funding agreement for the 48th District Court with Bloomfield and W. Bloomfield Townships.

2022 Case Load Breakdown by Jurisdiction

At the November 14, 2022 City Commission workshop, commissioners requested a breakdown of court usage based on the percentage of caseloads for each of the 7 communities. The breakdown was provided at that time using actual case counts for 2018 and 2019, as well as the draft 2021 case counts, to calculate a 3 year average (excluding 2020 due to the pandemic). Actual case load percentages have now come in for 2022, and are reported below. These are the case load percentages that will be used to estimate each funding units share of payments to the court in 2023. As noted in the chart below, Birmingham’s share of case load has increased over the previous years.

Jurisdiction	Average % of Case Load (last 3 years, excluding 2020, draft 2021)	2022 Actual Case Load
Birmingham	24%	31.6%
Bloomfield Hills	10%	7.11%
Bloomfield Township	34%	25.19%
Keego Harbor	3.5%	1.76%
Orchard Lake	6%	6.21%
Sylvan Lake	2%	1.47%
W. Bloomfield	20.5%	25.07%

Pat Andrews Tribute Update

During a recent City Commission meeting, Commissioner Host stated the area intended for the tribute to Pat Andrews was too close to the intersection and should be moved further back onto the open Fire Station property. Follow [this link to read correspondence](#) between Fire Chief Paul Wells and City Manager Markus regarding the location of the tribute.

Communications

Around Town e-Newsletter

The communications team is working on the June edition of the Around Town e-Newsletter, which will include the Consumers Annual Report on Water Quality and information about summer events, Parks & Recreation bond projects, the inaugural Police Department Open House event, new businesses and more. Follow [this link to view the May edition](#) of the Around Town e-Newsletter.

Summer Birmingham Beat Newsletter

Residents will receive the summer edition of The Birmingham Beat newsletter around July 1, 2023. The communications team is working on the publication, which will feature information about the Ad Hoc Environmental Sustainability Committee, Day On The Town, Birmingham Cruise Event, barbeque safety tips and more.



AROUND TOWN E-NEWSLETTER • MAY 2023



Stay Connected

INFORMATION ABOUT YOUR NEIGHBORHOOD
Sign up for customized messaging at bhamgov.org/amenas.

EMERGENCY ALERTS
Register for emergency alerts at www.nixle.com or text 48009 to 888777.

VIRTUALLY EXPLORE BIRMINGHAM
Enjoy our 3D virtual tour at birmingham.ekyaware.com.

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Please forward this newsletter to your family and friends!

IN THIS ISSUE

LATEST NEWS

PARADE, MOVIES,
CONCERTS & MORE

BBQ SAFETY TIPS,
POLICE YOUTH ACADEMY

JUNIOR GOLF PROGRAM

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Topics brought up by the Commission

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
In Progress					
5/8/23	Parking Operations	Baller	CM to direct staff	5/8 Request to discuss parking operations at a workshop meeting	In progress
5/8/23	Woodward Noise	Host	Baller & Host	5/8 - Request to discuss noise on Woodward as an agenda item	In progress
2/27/23	Bench and Little Library for Pat Andrews	Host	Host	3/13 - commission to discuss further - staff working on plans and cost estimate 5/8 - Estimated costs provided, item referred to B. Host for fundraising	In progress
12/5/22	Mayor/Mayor Pro Tem Selection	McLain	CM to direct staff	12/19 - Motion to make a workshop. Workshop Scheduled 5/8 5/8- CC direct CM to have staff prepare language in the Commission Rules of Procedure to hold a workshop before the first meeting in Nov for purposes of selecting Mayor and Mayor Pro Tem	In progress
11/14/22	Renters Rights	M: Host	Mary	11/28 CC Discussion Scheduled - Voted to make a	In progress

				formal agenda item at the next available meeting 1/23/23 Tabled 4/24 Tabled, will bring back	
1/10/22	Leaf Blowers	M:Baller S:Host	Nick Dupuis	1/24/22 - make formal item 10/3/22 Workshop - staff given direction to return with recommendation 4/3 Baller brought up issue again, commission consensus that it is a topic for sustainability board 5/8- Host recommends leaf blowers as a CC agenda item.	In Progress
1/10/22	Commissioner Conduct	No vote	Commission Workshop	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to Commission by CA 2/13/23 - City Commission reviewed draft Code and will provide feedback to CM for future workshop 4/24 Memo June 5 - Workshop Scheduled .	In progress
Resolved					
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss Tom directed staff to add mental health info in city publications	Resolved
5/9/22	Pickleball	Baller, no vote	DPS	Agenda item 5/23/22	Installed on 6-3-22
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed	No formal action taken by the Commission
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in july On agenda for 7/11/22 - Commission decided not to proceed	No changes for now
8/15/22	Birmingham Country Club	M: Host S: Haig	Fairbairn, Dupuis, Clerk's Office	8/29 - CC Discussion Possibly plan to write a letter, invite bham cc and twp to meeting to collaborate	Resolved, letter sent

				*Draft a letter	
8/15/22	Speed Bumps	M: Haig S: Host	Grewe/Brooks	8/29 - Staff report *Further study by MMTB *Report/Resolved in March Mgr Report 2023	Resolved
9/12/22	Banner	M: Baller S: Host	TBD	11/14 CC discussion scheduled	Completed
12/5/22	Lighting to sustainability board	Haig	Nick Dupuis	12/19 - Direction for staff to prepare list for Sustainability Board	To be explored by Sustainability Board
6/13/22	Sustainability Board	M: Schafer S: Host	Nick Dupuis	On agenda for 6/27/22 - direction for staff to draft requirements to establish board, coming back at next available meeting 10/3/22 Workshop - staff given direction to return with recommendation 1/23/23 - ad hoc board established	Resolved
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by Host 6/20/22 Commission and Planning Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and direct the BSD to organize a rotation of food truck events	Staff monitoring
4/25/22	Improvements in Information Provision and Methodology	M: Haig S: Baller	TBD	1/9/23 M: Haig, S: Host To continue discussion -Addressed in Jan 2023 CM report	Resolved
3/13	Community foundation (review former letter from Kucharek)	Baller	CM/Atty	4/3 - see prior advice from atty Commission voted to not pursue	Resolved
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report 10/3/22 - motion for CM to conduct formal recruitment 10/25/22 - CM recruitment portfolio posted 1/9/23 - Scheduling Interviews	Resolved

				2/8&2/9 First round interviews 2/15 Meet & Greet March - Final Interviews & Direction from CC, contract negotiation March 13 - Ecker Appointed March 27 - Commission approved contract with Ecker	
1/9/23	Ad Hoc Senior Services Committee	M: Baller S: Longe	CM	2/13 Commission to discuss further - no action at this time, 3/13 Commission gave direction via resolution to discuss establishing an AHSSC 4/3 - Vote to formulate ad hoc board specs and bring back at next reasonable meeting	Resolved

Topics Failed

4/25/22	On Street Parking Study	M:Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig
6/13/22	479 SOW (Doraid) PAD	M: Boutros

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Topics With No Vote

5/9/22	-PAD ordinance/cleanup	Baller, no vote	No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote	No vote

Department of Public Services

Spring Tree Purchase and Plant Project

The awarded contractor, KLM Landscape, began the Spring Tree Purchase and Planting project this month. One-hundred and forty-four (144) trees will be planted in total in the city’s rights of way and parks. The project will be complete by mid-June.

Pickleball

The Crestview Pickleball court project is currently underway. The project will result in six (6) new Pickleball courts. Posted signage will be displayed onsite and includes designated time periods for open play along with rules explaining open play, the ability for residents to make reservations and instructions on how to do so, and rules of conduct for players. We anticipate the courts being available for play by Memorial Day, weather permitting.

Trail Improvements Update

As reported in the [November 2022 City Manager Report](#), MCSA Group prepared a preliminary concept design for trail improvements including the Booth Park corner feature, which was undergoing review, comment and feedback by various boards and the public.

This preliminary concept plan has been in front of the Multimodal Transportation Board, the Museum Board, the Martha Baldwin Park Board, the Parks and Recreation Board, sustainability liaisons from the

Planning Department and city departments. All feedback is currently being reviewed by staff and the architect. Appropriate modifications to the plan will be made in the short term and the concept plan will return to the Parks and Recreation Board at an upcoming meeting.

We are re-applying for round two of the MI Spark Grants, as we were not awarded funding for round one. We have applied for a pre-development grant through the 2023 Oakland County Parks and Recreation Community Park and Trail Grant program as well.

Engineering Department

2023 Construction Update

The following construction projects are underway:

- Westwood, Oak, and Raynole Project: Water main replacement and extended storm sewer are almost complete, and the cape-seal roadway starting afterward. Construction is anticipated to be completed in June.
- Parking Lot No. 5 Slope Repair: Fence installation occurred, and plant installation will occur at the end of the summer.
- 2021 Asphalt Resurfacing Program – Parking Lot No. 5: Construction Paving will start the week of May 15th, weather permitting
- Lincoln Hills Golf Course Tee No. 1 Tee-Box and Cart Path Improvements: The lower wall is completed with installation occurring on the second wall.
- 2022-2023 Cape Seal Program (Southeast corner of the City): Sidewalk installation occurred with the cape seal treatment starting after Memorial Day.
- Water Tower Maintenance and Coating:
 - o Derby Tank: Overcoat painting is occurring with the upcoming new logo installation.
 - o Hunter Tank: Repairs will start at the end of May with overcoat painting occurring in June with new logo installation.
- 2022 Concrete Sidewalk Program: The contractor is working on miscellaneous sidewalk repairs throughout the city, and the Ann Street sidewalk located on the west side of Ann Street between Landon Street to Lincoln Street.

The following construction projects are scheduled for the rest of the construction season:

- Cranbrook Road Non-Motorized Pathway Improvement Program: Construction is starting on June 12, 2023, for this project. A new 10-foot-wide shared path will be installed on the west side of Cranbrook Road from 14 Mile to Midvale, and a new sidewalk along:
 - o East side of Cranbrook Road from Northlawn Blvd. to Midvale Street
 - o South side of Lincoln Street from Cranbrook Road to Arden Lane
 - o 14 Mile from west City limits to Cranbrook Road
- 2023 Concrete Sidewalk Program: The contractor will start work at the beginning of July on the following items: residential area 6: Quarton Road to Maple Road, and western City limits to Lakeside Drive, downtown area 1A: Chester Road to N. Old Woodward, and Rouge River to Maple Road, ADA Ramps within the Downtown Area, miscellaneous repairs throughout the City, miscellaneous sidewalk repairs in Shain Park, installation of bicycle pads and racks in various locations throughout the City.
- Pierce Street Paving Project (14 Mile Road to Lincoln): Construction will start on the water main replacement in July.
- 2023 Asphalt Resurfacing Program: Construction will start on resurfacing in July on the following streets:
 - o Birmingham Blvd: Northlawn to Lincoln
 - o Smith Street: Cummings to Woodward Ave

- Grant Street: Bennaville Ave to Humphrey Ave
- Holland Street: Adams Road to Torry Street
- S. Old Woodward: Landon Street to Lincoln Street
- Redding Road (Lakepark Drive to Woodward Ave): Work includes water main replacement, sewer system improvements including new storm sewer outfalls, pavement replacement, and minor structural repairs to the bridge with streambank stabilization. The project is anticipated to start in the summer with completion in the fall.

Affected property owners will receive information about these projects. For more information please contact the Engineering Department at 248-530-1840.

Water Service Verification Program

As a reminder, the “In-Home/Business” water service line material needs to be determined as part of this program and included in the City’s reporting for the State of Michigan. Property owners can schedule an inspection by an authorized City Representative at 248-303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

Fire Department

Chief Wells becomes Vice President of Southeast Michigan Association of Fire Chiefs

On Thursday, May 11, 2023 Chief Paul Wells was sworn in as the Vice President of the Southeastern Michigan Association of Fire Chiefs (SMAFC). Southeastern Michigan Association of Fire Chiefs has made it their goal to promote the advancement and education of the fire service. This is Chief Wells’ third year on the executive board which covers the largest region in Michigan. The region covers all of Michigan east of Lansing and south of Midland. Chief Wells’ goal is to continue to work with local fire chiefs and State officials on fire safety codes, and funding for training, recruitment, and retention of firefighters.



Cost Recovery Funds

The fire department received \$22,776.40 in cost recovery for the extended mutual aid use of Ladder 1 at the Oakland Hills Country club fire last year. These funds were deposited into the fire department vehicle replacement fund for future use.

Planning Department

The Birmingham Plan 2040

On March 8, 2023, the Planning Board completed its review of the Birmingham Plan 2040 (“2040 Plan”) and provided a recommendation to the City Commission at a public hearing to adopt and approve in its entirety the Birmingham Plan 2040, inclusive of all maps, plans, charts, and other related matter, figures and the Future Land Use Map.

On April 3, 2023, the City Commission moved to set a public hearing date of May 22, 2023 to being the final review and approval process of the 2040 Plan per the requirements of the Michigan Planning Enabling Act.

On May 22, 2023, the City Commission will review the 2040 Plan at a public hearing, and any further happenings as it relates to the status of the 2040 Plan will be advertised accordingly.

All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website.

Planning Board

A tentative Planning Board list of scheduled items is provided below:

1. B1 Zoning District Commercial Permitted Uses – Public Hearing (6-14-23)
2. 33866 Woodward – Polestar – Final Site Plan & Design Review (6-14-23)

Multi-Modal Transportation Board

The Multi-Modal Transportation Board will be reviewing final concepts and begin to finalize a recommendation for S. Eton Road at their June 1, 2023 meeting.

Public Arts Board

Piano in the Park Painting was held Saturday, May 13, 2023. Final preparations for tuning and weather coating will be completed before the piano is placed in the park. Two new sculptures by Stanley Hank Marx were installed in Martha Baldwin Park. Flowers will be planted around the sculptures which will bloom in spring of 2024.

Sustainability

The Ad Hoc Environmental Sustainability Committee (ESC) held their first meeting on Monday May 15, 2023. At the meeting, the Planning Division set the stage for a busy 16 months of work ahead. As a reminder, the defined role of the ESC is to perform a greenhouse gas emissions study, and to draft a sustainability and climate action plan. In the meantime, the Planning Division has been busy attending trainings, webinars, and holding regular Green Group meetings to help ramp up sustainability practices in Birmingham and locate opportunities for available funding and support.

Police Department

Co-Re Program

The Birmingham Police Department's CoRe (co-response) program, which is a multi-agency interlocal agreement that pairs a certified social worker with officers, has been a very successful program. Our CoRe program has received significant praise locally and throughout the state. As a result, we have received several requests to present the CoRe program to promote the use of the interlocal agreements that have resulted in a highly successful program. On June 1, 2023, we will be presenting to the Michigan Association of Campus Law Enforcement Agencies (MACLEA). In August, our CoRe team will be presenting at the CIT (Crisis Intervention Team) International Conference which is being held in Detroit this year. Also, the Michigan Association of Chiefs of Police (MACP) has requested our CoRe program present at the annual winter chief's conference which will be held in Grand Rapids in early 2024.

Staff Update

The Birmingham Police Department would like to introduce two new police officers, Officer Megan Bade and Officer Andrew Howaniec, who have joined our department filling vacancies created by the resignation of an officer and the retirement of former Chief Mark Clemence.

Officer Bade was sponsored by our department while attending the Mott Community College Police Academy and graduated on May 4th. Officer Andrew Howaniec was previously a certified officer with the City of Waterford and started with our department on May 3rd.

Parking Systems Update

Financial

Beginning July 1, 2023 the rate for monthly parking at all five City garages will increase. The last time rates were increased was five years ago. The increase will help offset the cost of essential repairs and improvements, such as upgraded parking equipment, concrete repairs, ADA compliance upgrades, installation of LED lights, EV charging compatibility and more. The daily rates are not increasing and the two-hour free parking will still remain in effect. The table below shows the upcoming rate increase:

Location	Current Rate	New Rate
Chester Garage	\$50.00	\$70.00
Old Woodward	\$70.00	\$90.00
Park Garage	\$70.00	\$90.00
Peabody Garage	\$70.00	\$90.00
Pierce Garage	\$70.00	\$100.00

Construction

Repairs are expected to resume at the N. Old Woodard Garage starting in June. Included in the repairs will be continued concrete restoration, repairs to the handrails, painting of ceilings, walls and stairwell walls, and the installation of LED lights.

The entrance lane, exit lane, and island to the Woodward side of the N. Old Woodward Garage was removed and replaced. The old concrete had deteriorated causing issues with safety and resulting in significant pot holes. The new island will improve the customer experience significantly along with the installation of an overhead LED to make the alley where the island is located much brighter.

The Engineering Department plans to repave all of Lot 5 in early June.

Occupancy

APRIL AVG CAPACITY	
Chester Garage (880)	68.00%
Old Woodward (745)	68.00%
Park Garage (811)	66.00%
Peabody Garage (437)	66.00%
Pierce Garage (706)	74.00%

Future Agenda Items

Download a summary of [future agenda items](#).

Future Workshop Items

Download a summary of [future workshop items](#).

May 16, 2023

Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

Re: Board of Ethics Advisory Opinion Concerning Commissioner Host

Dear Commissioners:

Before you is an Opinion drafted by the Board of Ethics wherein they received a request for an Advisory Opinion to determine whether Commissioner Host's conduct as a Birmingham City Commissioner conformed with the Ethics Ordinance in Chapter 2, Article IX., of the Birmingham City Ordinances.

The City Commission has appointed the Board of Ethics, consisting of three (3) members for the purpose of interpreting the Code of Ethics. The functions of the Board of Ethics is to either hear a complaint as to whether a person has violated the Code of Ethics or to issue an Advisory Opinion which will communicate to an individual, the City Commission and the public as to how people should conduct their activities in order to be in conformity with the Code of Ethics. After the Board has conducted an Ethics Board meeting, has heard and gathered information, facts and exhibits, they render an Opinion.


In this case, the Board of Ethics have met on three (3) occasions as a result of a request for an Advisory Opinion regarding Commissioner Host; one time to hear testimony and evidence regarding behaviors and conduct of Commissioner Host, and then secondly, two (2) meetings to discuss their opinion and to draft a written Opinion as to how Commissioner Host and others should conduct themselves in the future in order to properly follow the Code of Ethics. As you see, the Board of Ethics in their Advisory Opinion, has found "The Board finds that some of Commissioner Host's conduct fell short of what the Code of Ethics requires." However, they did not find he violated the Code of Ethics.

Attached please find a copy of the majority opinion and dissenting appendix. No further action by the City Commission is necessary pursuant to the Ethics Ordinance.

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

Very truly yours,

BEIER HOWLETT, P.C.


Mary M. Kucharek

MMK/jc

BIRMINGHAM BOARD OF ETHICS

ADVISORY OPINION

2023-01

INTRODUCTION

Birmingham City Manager Thomas Markus asked the Birmingham Board of Ethics for an advisory opinion as to whether certain conduct or anticipated conduct of Birmingham City Commissioner Brad Host conforms to the Birmingham Code of Ethics. Commissioner Host, through counsel, responded in writing. The parties then appeared in person and presented their positions at a Board hearing on March 7, 2023. This advisory opinion presents the Board's decision.

SUMMARY OF DECISION

The city manager's written Request for Advisory Opinion (hereafter, "Request") focuses on Commissioner Host's actions concerning *Birmingham Plan 2040*, a proposed master plan for the physical development of the community. His actions particularly included written and video social media posts and correspondence to constituents. As one of seven elected members of the Birmingham City Commission, Commissioner Host will vote for or against the plan. Core to the city manager's Request is the concern that Commissioner Host's comments ahead of that vote reflect bias, interfere with the proper function of government, and could result in a conflict of interest.

The Board finds that some of Commissioner's Host's conduct fell short of what the Code of Ethics requires. Some of his communications about the 2040 Plan contained misstatements of fact, and all of them failed to identify whether he was speaking in his official or private capacity. The Board also finds, however, that Commissioner Host later corrected or withdrew most of the communications containing those misstatements. Through this opinion, the Board offers advice to Commissioner Host and other city commissioners on more closely conforming to the Code of Ethics—both as to how they not only must conform to the Code's minimum requirements, but how they can exceed those minimum requirements and fulfill the hope expressed in the Code that the conduct of public officials meet the highest ethical standards.

MOTION TO DISMISS: DENIED

By written response and oral argument of his counsel at the hearing, Commissioner Host moved to dismiss the matter, contending that the Request failed to present each question upon which an opinion is desired, did not include all facts

giving rise to each question presented, and did not include all relevant authorities, as required on the city's advisory opinion request form.¹ Commissioner Host also moved for a summary decision on the basis that the Request is barred by other disposition of the matter or for a summary opinion on the basis that there is no genuine issue of any material fact.²

The Board denied the motions, ruling that the Request provides sufficient basis for it to proceed with the matter. The Board found that the issues, facts, and legal standards were stated sufficiently for it to render advice to Mr. Host and the city. Indeed, the Request presented those matters with particularity. The Board further ruled that there has been no prior disposition of the matter, and there exists a genuine issue of material fact.

DECISION

FINDINGS OF FACT

Birmingham Plan 2040

The Michigan Planning Enabling Act provides for the City of Birmingham to adopt a master plan for its future. The statute says that the general purpose of a master plan is to “guide and accomplish” local development that satisfies specified criteria. The plan needs to be “coordinated, adjusted, harmonious, efficient, and economical.” It must consider “the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development.” And it must be designed in accordance with present and future needs to “best promote public health, safety, morals, order, convenience, prosperity, and general welfare.” (MCL § 125.3807 (2) (a)-(c)).

A key element of Birmingham's current planning is its proposed *Birmingham Plan 2040*, a comprehensive master plan that is nearing completion after a four-year process. That process has involved countless hours of citizen input, drafting, and review by city staff and consultants, and consideration by the Birmingham Planning Board and the Birmingham City Commission. To support that effort, the city provided a social media platform to post drafts and reviews of the plan and to solicit and receive comments from citizens. (See <https://www.thebirminghamplan.com>).

As contemplated by the statute, the 2040 Plan, as it has become known, is intended to guide the city's land-use decisions for years to come. It does not set

¹ Birmingham Board of Ethics Rule 201 requires an advisory opinion to be in writing and filed with the Birmingham City Clerk on a form prescribed by the clerk, who will present it to the Board for consideration. Rule 202(a) allows the clerk to administratively dismiss a request for advisory opinion that fails to comply with Rule 201.

² Rule 204 allows the Board to issue a summary decision without hearing if the request is barred by other disposition of the matter. Rule 205 allows for a summary opinion if there is no genuine issue of material fact.

specific requirements for that use; those requirements must by law be established through the city's zoning activities that involve several city boards or commissions and, ultimately, the city commission. Rather, it presents a vision for the future by expressing long-range goals and objectives to inform the city's future planning and zoning decisions. The plan does not direct those decisions.

Among other techniques, the 2040 Plan employs a land-use planning concept called "seams." Seams are areas of land that serve as connectors across planning districts and as buffers between districts and other types of neighborhoods. For example, sometimes multi-family dwellings are permitted in a seam as a buffer between single-family dwellings and larger, active roadways.

Commissioner Host's Stated Opposition to the 2040 Plan

Over the years, Commissioner Host has established a reputation of favoring single-family homes over large-scale and multi-family development within Birmingham. As work on the 2040 Plan nears completion, Commissioner Host has acted against it. Across the fall of 2022, he published on social media a series of video clips containing the following statements (the Board has highlighted particular factual assertions):

Video # 1 (date uncertain): "Hey, here we are at Grant and Lincoln. And **in the 2040 Plan as proposed, they're going to rezone to multiples all of the south side of Lincoln** between here and Woodward. If you are in the St. James or Pierce neighborhood, what do you think about that? **Do you want this rezoning?** We have attached a link so you can tell the Planning Board and the master planners what you think."

Video # 2 (October 31, 2022): "Here I am on Oakland Street between the Woodwards, looking at the Little San Francisco area. And this is full of gorgeous homes and they're right here. **And these five homes as well as the two lots over near Woodward are going to be rezoned to multiple. How long do you think these gorgeous homes are going to last after they're rezoned.** What do you think? There's a link attached. Write the master planners as well as the Planning Board. **You've got 45 days to get your opinion in because then it's going to be history after that.**"

Video # 3 (October 29, 2022): "Quarton Lake Waterfall area. And you know, I just was reading the **2040 Plan and it calls for kiosks, cafes, food trucks, commercial endeavors here.** Why? I attached the link. Let the city planners and the Planning Board know what you think."

Video # 4 (September 27, 2022): "Hi. I'm here at Abbey and Wimbleton in the fabulous Poppleton Park neighborhood. And I just want to show you what some of the construction is doing to the ambience of this neighborhood. We have four houses in a row being built that all comply with our zoning

ordinances. But I think the ordinances are more friendly to the developers because they're **building lot line to lot line**. And what we need are building ordinances which are more friendly to the neighbors and the neighborhood. What do you think?"

Video # 5 (date uncertain): "Hi. I'm in the beautiful Poppleton Park neighborhood. And **in the proposed 2024 Plan, they're going to rezone these two houses on Poppleton and turn them into multiples**. What do you think? There's a link attached. Give us your opinion. You have time to tell the master planners and the Planning Board **what you think about this rezoning proposal**. Please do."

(Request, at 2 (emphasis supplied)).³ In none of these videos did Commissioner Host identify himself by name. Nor did he indicate whether he was acting in his official or personal capacity.

At the Board's hearing on this case, Commissioner Host declined to identify who video-recorded the statements, instead calling that person "a friend." He said his friend shared his opinion about the 2040 Plan. When asked how it came to be that he, rather than his friend, would appear on camera, Commissioner Host acknowledged that his role as a city commissioner was determinative. He wanted to show his constituents that he was standing up for them. As Commissioner Host said, "I happen to know everybody." According to testimony, Commissioner Host received the largest number of votes amongst multiple candidates when he was elected to the city commission.

Commissioner Host's Knowledge That the Plan Does Not Rezone Property

Commissioner Host has known since early 2021 that "a master plan does not rezone property. It is a framework setting the course for what the City may or may not do in the future." (See the city's press release of February 11, 2021, Request, Attachment 2, at 2). A city FAQ published on February 10, 2021, and again on October 13, 2021, elaborated on the point that the 2040 Plan does not rezone properties:

Is the Master Plan rezoning the City?

No. The Master Plan will include a Future Land Use map, but not a new zoning map. The Master Plan recommends that the City study and revise its current zoning code, but does not establish any updated zoning. The Master Plan recommends that zoning be updated for two primary purposes: 1) to simplify but not substantively change zoning in the Downtown and Triangle District, and 2) to better align neighborhood zoning with existing character to avoid new houses that are out of character. Other zoning changes are recommended for

³ These statements are found in links provided in the Request.

further study by the City.

(*Id.*).

Commissioner Host was reminded of these elements of the plan during Birmingham City Commission meetings on October 3, 2022, and November 28, 2022. During the latter meeting, the city manager's report called out some of Commissioner Host's videos and ensuing conversation surrounding it. The city manager noted the "continued assertion or idea that the 2040 Plan will be rezoning single-family homes to build multifamily, and that somehow the City of Birmingham is ignoring its residents in favor of developers and profit." (*Id.* at 1). The city manager's report, in a section titled "Setting the Record Straight," reiterated to Commissioner Host that "comprehensive master plans do **not** rezone property once adopted." (*Id.* at 2 (emphasis in original)).

Shortly after the November 28, 2022, city commission meeting, Commissioner Host deleted four of the five videos but mistakenly left Video # 1 up. When the city manager reported at the December 19, 2022, city commission meeting that the video remained on line, Commissioner Host responded that "I found this out today . . . that that video was up, and I took it down, and I'm very sorry." (Request, at 3 (link to city commission meeting of December 19, 2022, beginning at 2:28.50)).

Following the November 28, 2022, city commission meeting, Commissioner Host published four more video statements critical of the 2024 Plan.

Video # 6: (December 8, 2022): "Hi, I'm Brad Host and I'm here at Grant and Lincoln. And the 2040 Plan **proposes to take all the single family houses between here and Woodward and encourages them to be zoned multiples.** I wonder what the St. James and the Pierce neighborhoods think about that. **You got until January 11th to let the planners and the Planning Board know what you think.** I've attached a link below and I hope you use it."

Video # 7 (December 11, 2022): "I'm Brad Host. I'm at Grant and 14 Mile. And on **page 46 of the Master Plan it proposes to take these over 45 single family houses between Grant and Woodward and wants to have them zoned to encourage infill. Well, infill is townhouses, duplexes, multi-family buildings.** What do the Pierce and the St. James neighborhood think about having this happen? **You have until January 11th to let the planner as well as the Planning Board know what you think.** See the link below."

Video # 8 (December 12, 2022): "Here's two gorgeous houses a hundred years old, at the south end of Poppleton in the fabulous Poppleton Park neighborhood. **The 2040 Master Plan, Chpt 2, asks us to embrace managed growth and encourages these two lots to be townhouses, duplexes, or multi-family buildings.** I wonder if the neighborhood and the neighbors of Poppleton Park truly can embrace this type of managed growth. **You have until January 11th to get your opinion in to the city planner and the Planning Board.** I've attached a link below. Let 'em know what you think."

Video # 9 (December 16, 2022): “Learning from the Master Plan, page 35 says **it calls for updating the zoning code to permit a café in Booth Park. Café, a term subject to broad interpretation. Does it mean that this could be a Starbucks or a small building in Booth Park? This plan enables broad interpretation. What the neighbors think matters. Get your opinion in by January 11th to the city planner and the Planning Board. Use the link below.**”

(Request, at 3 (emphasis supplied)). In none of these videos except Video # 6 did Commissioner Host identify himself by name. Nor did he indicate in any of them whether he was acting in his official or personal capacity.

Leading up to the city commission’s December 19, 2022, meeting, Commissioner Host made a social media post about the 2040 Plan, saying, “The city needs your voice” and referred readers to the city’s comment channel at <https://www.thebirminghamplan.com/comment>. (Request, Attachment 5). A reader, Linda Orlans, posted:

Thanks **Brad Host**. Looks like the Planning group has gone Rogue again. What is happening to our family friendly Birmingham! So disappointing.

Commissioner Host replied:

Linda Orlans agree!

The City Manager’s Renewed Attempts to Correct the Record

At the next city commission meeting on December 19, City Manager Markus took issue with Commissioner Host’s response to Ms. Orlans’ “gone rogue” comment. Both then and in an e-mail the next day, he pointed out that the comment creates the view that Commissioner Host thinks the planning board is operating improperly. “If that was not your intent, I would suggest that you publicly acknowledge that you did not intend to disparage the Plan Board.” (*Id.*).

Commissioner Host replied:

Couldn’t conceive agreeing with a “rogue” comment. My intention was agreeing with a less friendly local environment ONLY. Have stated same to Linda. Would you want me to address this retraction with the Planning Board?”

(*Id.*).

At the Board hearing, Commissioner Host testified that he clarified his statement with Ms. Orlans, calling her to say that he did not believe the planning board had gone rogue. He did not, however, make a public retraction or apologize to the planning board.

Shortly after the last four video posts were published, the city manager again reiterated to Commissioner Host that the “2040 Master Plan Does Not Rezone Property.” (Report to the city commission on December 19, 2022, Attachment 3 to the Request, at 1). The city manager recounted inaccuracies in Commissioner Host’s communications and pointed out that the city has repeatedly corrected those inaccuracies. (*Id.*). The city manager wrote:

Despite the continued corrections issued on the matter, yet another video has been circulating on social media in which Commissioner Host stands near the corner of Lincoln and Grant, and states that “The 2040 Plan as proposed is going to rezone to multiples (sic) all of the south side of Lincoln between here (Grant Street) and Woodward”. Once again, there is a need to reiterate that comprehensive master plans do **not** rezone property once adopted.

(*Id.* at 2.) The city manager’s report went on to detail his concerns:

As discussed last month in both the City Manager’s Report and at the city commission meeting on November 28, 2022, it is very important that City staff, board members and city commissioners are factually accurate when discussing important issues with the public. The continued assertion by Commissioner Host that the Draft 2040 Plan will rezone single-family properties to multi-family zoning, despite repeated attempts by City staff to set the record straight as to the fact that master plans **do not** in fact rezone properties once adopted disregards the facts and staff’s attempts to advise him of his inaccuracies. Such communication undermines the confidence of the public in city government, and adversely affects the integrity of city government. Public office is a public trust. For government to operate properly, each city official, employee, or advisor must earn and honor the public trust through integrity and conduct.

(*Id.* (emphasis in original)). The city manager again pointed out the inaccuracies in Commissioner Host’s post (Video # 3) about how the 2040 Plan “‘proposes kiosks, cafes, food trucks, commercial endeavors here,’ referencing the waterfall at the south end of Quarton Lake at the dam.” (*Id.*). Specifically, the city manager pointed out that the Plan expressly does not contemplate food or beverage services in that area.

The city manager then commented on Commissioner Host’s December 12, 2022, post (Video # 8):

During the past week, yet another video was posted on social media by Commissioner Host regarding the Poppleton neighborhood, wherein Commissioner Host states that “the 2040 master plan asks us to embrace managed growth and encourages

these 2 lots to be townhouses, duplexes or multi-family buildings”. The change in terminology utilized in this video seems to demonstrate that perhaps Commissioner Host may be attempting to self-correct his previous misstatements as to rezoning in earlier videos.

As noted above, it is very important that City staff, board members and city commissioners are factually accurate when discussing important issues with the public, and thus city commissioners and board members should contact City staff to verify the accuracy of all public communications.

The City goes to great lengths to accurately describe the purpose of our public meetings. Having elected officials encouraging public attendance is fine. Misrepresenting what the purpose of a hearing is or the topics that are to be discussed is inappropriate and only causes conflict and needless emotional distress. As I have stated before, “Let the process work”. The city commission has appointed citizens to the Planning Board to review the master plan drafts and the board members have shown their willingness to be completely transparent and open to considering public comments which may differ from what the draft master plan calls for. The professional staff and consultants are paid to provide their professional advice, however, they recognize that their recommendations must stand the test of the public process, and are likely to be questioned, challenged and altered through the very public and transparent review process. What the public does not need is a public official misstating the proposals contained within the draft 2040 Plan or encouraging a public position for or against the various recommendations contained in the evolving drafts of the proposed master plan.

(Id. at 5-6).

In addition to his written report during the December 19, 2022, city commission meeting, the city manager orally informed the commissioners that “I’m getting plan board members who are really concerned about how this is agitating the public and how that is going to play out at their public hearings, to the point where they’re asking for law enforcement to be there.” (Request, at 3 (link to city commission meeting of December 19, 2022, beginning at 2:33.00)).

Following that city commission meeting, Commissioner Host distributed to homes a letter dated December 31, 2022. (Request, at 1, 2, 4, and 7, and Attachment 7). In that letter, he recited that the Birmingham Planning Board will be meeting on January 11, 2023 to hear public comments in person about the 2040 Plan. He wrote that the plan says that certain properties available for infill should be rezoned to encourage development of small homes, townhouses, duplexes, and small multi-

family buildings. The letter identifies him by name but does not give his title as a city commissioner. It does not say whether he is acting in his personal or official capacity.

CONCLUSIONS OF LAW: THE BIRMINGHAM CODE OF ETHICS

As a foundational matter, there is no question that the Code of Ethics, which is a City of Birmingham ordinance, applies to a city commissioner such as Commissioner Host. (Birmingham Code of Ethics, § 2-322).⁴

To enhance public trust, the city must provide its officials with adequate guidelines for separating their roles as private citizens from their roles as public servants. (*Id.*, § 2-320). The city does that in several ways, among them educational programs for city officials, communications from the Birmingham City Manager, and the Birmingham Board of Ethics advisory opinion process. The Code is intended to be preventative and not punitive. (*Id.*, § 2-323).

The Code sets minimum standards of ethical conduct for all city officials and employees, whether elected or appointed, paid or unpaid. It proscribes actions incompatible with the public interest and directs disclosure of private financial or other interests in matters affecting the city. (*Id.*, § 2-320). The Code promotes the city commission's declaration that "[p]ublic office and employment are public trusts. For government to operate properly, each city official, employee, or advisor must earn and honor the public trust by integrity and conduct." (*Id.*).

The Code centers around three key aspects of governmental conduct, as declared by the city commission when it adopted the ordinance:

[A]ll city officials and employees must avoid conflicts between their private interests and the public interest. Public officials and employees must:

- (1) Be independent, impartial and responsible to the people;
- (2) Make governmental decisions and policy in the proper governmental channels;
- (3) Not use public office for personal gain.

(*Id.*, § 2-320 (1)-(3)).

The Code sets forth a high standard of conduct by requiring that city officials:

- uphold the Constitution of the United States and the Constitution of the State and carry out impartially and comply with the laws of the nation, state, and the city.
- not exceed their authority or breach the law or ask others to do so.

⁴ *City official or employee* means a person elected, appointed or otherwise serving in any capacity with the city in any position established by the Birmingham City Charter or by city ordinance which involves the exercise of a public power, trust or duty. (Birmingham Code of Ethics, § 2-322).

- observe in their official acts the highest standards of ethical conduct and to discharge the duties of their offices faithfully, regardless of personal consideration, recognizing that their official conduct should be above reproach.
- safeguard public confidence by being honest, fair and respectful of all persons and property with whom they have contact, by maintaining non-partisanship in all official acts, and by avoiding official conduct which may tend to undermine respect for city officials and employees and for the city as an institution.

(*Id.*, § 2-321).

Through the Code, the city specifically intends that its officials *avoid any action*, whether or not specifically prohibited by section 2-324, *which might result in, or create the appearance of*:

- (1) Using public employment or office for private gain;
- (2) Giving or accepting preferential treatment, including the use of city property or information, to or from any organization or person;
- (3) Losing complete independence or impartiality of action;
- (4) Making a city decision outside official channels; or
- (5) Affecting adversely the confidence of the public or the integrity of the city government.

(*Id.* § 2-323 (1)-(5)).

Furthermore, the Code's conflict of interest section prohibits certain specific conduct and defines conflicts of interest:

- (2) No official or employee of the city shall represent his or her personal opinion as that of the city.
- (3) Every official or employee of the city shall use personnel resources, property and funds under his or her official care and control solely in accordance with prescribed constitutional, statutory and regulatory procedures and not for personal gain or benefit.
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- (5) No official or employee of the city shall engage in a business transaction in which he or she may profit because of his or her official position or authority or benefit financially from confidential information which he or she has obtained or may obtain by reason of such position or authority.
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(8) No official or employee of the city shall use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration, privilege, exemption, advantage, contract or preferential treatment for himself, herself, or others, beyond that which is available to every other citizen.

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(10) Determination of conflict of interest. A conflict of interest exists if:

a. The city official or employee has any financial or personal interest, beyond ownership of his or her place of residence, in the outcome of a matter currently before that city official or employee, or is associated as owner, member, partner, officer, employee, broker or stockholder in an enterprise that will be affected by the outcome of such matter, and such interest is or may be adverse to the public interest in the proper performance of said official's or employee's governmental duties, or;

b. The city official or employee has reason to believe or expect that he or she will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his or her official activity

(*Id.* § 2-324 (a) (2)-(3), (5), (8), (10).

DISCUSSION AND ADVICE REGARDING COMMISSIONER HOST'S CONDUCT

It is important to note both what this matter is and what it is not. The Board of Ethics is responding to a request for an advisory opinion and is offering an opinion on whether Commissioner Host's conduct or anticipated conduct conforms to the high standards to which the Code of Ethics aspires and, where that conduct falls short, what he might have done or hereafter do to meet those high standards. (Birmingham Board of Ethics Rules Chapter 2 and Rule 215). The Code is intended to be preventative and not punitive. (Birmingham Code of Ethics, § 2-323). The Board thus issues this opinion in the spirit of educating Commissioner Host and all city officials about the consequences of their official conduct.

By contrast, this matter is not a determination based on a complaint filed against Commissioner Host by a citizen. Were that the case, the Board would determine whether his conduct is in breach of the Code of Ethics and thus is a violation of law. (Birmingham Board of Ethics Rules Chapter 3 and Rule 319). Our review of Commissioner Host's conduct is not made in the context of a hearing on a complaint where additional or different issues, and rights, might be relevant.

In light of the record and governing Code of Ethics provisions, the Board of Ethics advises Commissioner Host that some of his conduct in this matter falls short of the public's expectations and the public interest as expressed in the Code. The

Board has four main areas of concern. It encourages him to observe these comments in his future conduct.

1. Commissioner Host's Misstatements of Fact

The Board finds Commissioner Host made misstatements of fact in some of his published communications. His oft-repeated statements that “they’re going to rezone to multiples” certain homes and areas throughout the city are untrue and misleading. First, Commissioner Host has known since as early as 2021 that the 2040 Plan is not a zoning ordinance. Although the 2040 Plan certainly will inform future zoning decisions and identify areas where changes in land use might be made, he knows it is not, and does not purport to be, a zoning ordinance.

In stressing that an undefined group of people—*they*—are going to rezone properties, Commissioner Host misleads the public about who will do any rezoning and when that might occur. A reasonable person could fairly interpret his statements to mean that the planning board will rezone. More accurately, of course, the *they* is the Birmingham City Commission on which he sits.

His oft-repeated exhortations to act promptly, such as “45 days to get your opinion in because then it’s going to be history after that” or “you got until January 11th to let the planner as well as the Planning Board know what you think,” tend to mislead people into thinking that city properties will be rezoned by that deadline. He knows his proclaimed urgency is not the case. Only the city commission can rezone, and only then after a substantial public process. And although the planning board will adopt a recommendation for the plan, he also knows that the city commission is free to accept that recommendation, reject and refer it back for consideration, or adopt a modified plan. He will have a say and a vote in whatever the city commission decides.

Through these actions, Commissioner Host is not being fully honest and fair in safeguarding of the public confidence under section 2-321. He is not being fully responsible to the people under section 2-320 (1).

To be sure, some of Commissioner Host’s statements are hyperbole (*e.g.*, developers are “building lot line to lot line”). Some are grounded in the truth that the Plan can encourage zoning in appropriate areas. But the Board finds that many of his communications were careless and improvident.

The Board notes that after City Manager Markus several times corrected Commissioner Host during city commission meetings, he removed his earlier video posts (though imperfectly as one remained for three more weeks), and changed some of his communications to read, not that the 2040 Plan would rezone properties, but that it “encourages” that rezoning. The Board commends Commissioner Host on making his communications more accurate. He continued, however, his misleading suggestion that the January 11 meeting of the planning board would result in adoption of an ordinance when he knew that not to be so.

The Board thus advises Commissioner Host to be aware that his knowing misstatements of fact could suggest he is not impartial and fair, make him appear not

able to safeguard public confidence or the integrity of city government, and call his judgment into question.

During his remarks at the November 28, 2022, city commission meeting, Commissioner Host seemed to recognize the importance of the Code's requirement that Birmingham officials safeguard public confidence by being honest, fair, and respectful of all persons. In reporting on his recent attendance at the annual Michigan Municipal League conference, Commissioner Host said the following:

I went to a session that was titled *Working Together for the Good of the Community*. And that can be challenging. The biggest problem is trust. **And what I learned at that session is that politicians tend to lie, so it's hard to trust them, and that is one of the hurdles that prohibit better behavior."**

(Request, at 3 (at 45:35) (emphasis added)).

The Board urges Commissioner Host to heed the lesson he says he learned.

2. Commissioner Host's Advocacy Against the 2040 Plan

A related concern the Board has is the fact that Commissioner Host is actively advocating against the 2040 Plan, which he will be called upon to review, consider, and act on as a city commissioner. During the Board's hearing, he testified that "I was not trying to influence people; I was just trying to get them engaged." The Board sees his actions differently and warns Commissioner Host that his actions may be perceived as improperly influencing the work of the city staff, consultants, and the planning board, all of whom themselves owe the same duties of loyalty to the city that he does. While Commissioner Host's advocacy can be perceived by some as crossing the line into improper attempts to interfere with the decision-making process, the Board does not find on this record that it did. But Commissioner Host should be mindful that his actions have consequences and that some citizens could draw conclusions from his actions that he did not intend. He should recognize that possibility and be certain that he is encouraging respectful civic dialogue.

The Code of Ethics is clear that Commissioner Host—and the planning board members, too—must be independent, impartial, and responsible to the people; he and they must make governmental decisions and policy in the proper governmental channels. (Birmingham Code of Ethics § 2-320 (1)-(2)). Commissioner Host is required to avoid *any action which might result in, or create the appearance of*, losing complete independence or impartiality of action, of making a decision outside official channels, or affecting adversely the confidence of the public or the integrity of the city government. (*Id.*, § 2-323(3)-(5)). Neither may he represent his personal opinion as that of the city. (*Id.*, § 2-324(a)(8)).

Because public office is a public trust (*id.*, § 2-320), Commissioner Host owes a fiduciary duty to the city, a high legal duty. He must carry out impartially the law and discharge his duties faithfully regardless of personal consideration. (*Id.*, § 2-321).

Based upon that dictate, the public is entitled to confidence in Commissioner Host, to trust that he is employing judgment in his official decision making. By actively advocating against a plan that will be coming to him for official decision, while premising that action on statements that he knows to be inaccurate, Commissioner Host suggests to the public he might not be impartial, might not be independent, might not be fair and open minded in his debates with his fellow city commissioners. His actions tend to call into question whether he can carry out his official duties faithfully regardless of personal consideration.

As is every city official, Commissioner Host is entitled to his personal opinion. And as a city commissioner, he is entitled and expected to vote based on his judgment of the merits of the proposal at issue. The Code is never intended to preclude a city official from expressing his or her opinions on matters that come before his or her respective body. It encourages city officials to act independently. If they cannot express opinions, debate the merits of those opinions, and vote their consciences, the quality of our city's democracy would be significantly impaired. (Advisory Opinion 2022-01, at 6, *citing* Advisory Opinion 2007-02).⁵ Commissioner Host is also entitled to learn the views of the citizens so he can better represent them.

But what is telling in this case is that Commissioner Host is not exhorting the citizens to give their views *to him* or to his fellow city commissioners who will decide on the 2040 Plan. He is not asking for their perspective to help him fashion *his* official position. Rather, there is a danger that his actions could be perceived as improperly influencing the work of the planning board and city staff, an influence resulting in so much agitation that planning board members were communicating the need to request police presence at the public meeting.

That kind of influence would be improper because those individuals are, like Commissioner Host, bound by the Code of Ethics to work with independence, impartiality, faithfulness, integrity, and responsibility to the people. His actions could be interpreted—or misinterpreted—as interference with their responsibilities, thus an attempt to develop policy and decisions outside of regular governmental channels, which the Code forbids. At the planning board stage of the process, the work is informational, technical, and advisory, but not political. Once the 2040 Plan comes to the city commission for formal consideration, the matter rightly becomes political. Commissioner Host thus is advised to let the city planners and the planning board do their work.⁶

The Board recognizes the strength of the city's scheme of government that takes advantage of the expertise of its citizenry. (*See* Advisory Opinion 2015-06, at 2). In electing Commissioner Host to office, the voters sought his participation on the

⁵ The Board declines to reach free-speech considerations raised by Commissioner Host because they are not necessary for this decision.

⁶ This is one of the reasons why Commissioner Host should abide the city attorney's published guidance on the law and not attend meetings of the planning board or other appointive city body over which the city commission has direct oversight. (*See, e.g.*, Attachment 8 to the Request). Though the Request raised his attendance as a possible non-conformity with the Code, the record shows that Commissioner Host refrained from attending such meetings after he received guidance from the city attorney. The Board thus declines to address this issue.

city's top elective body. They are entitled to the benefit of his experience, expertise, and judgment, the resources he brings to the city, and to his vote on matters that come to the city commission. The Board counsels Commissioner Host to ensure that his actions do not call into question his impartiality or lead to a disqualifying conflict of interest.

3. Potential for the Public to Confuse Commissioner Host's Personal Opinion with the City's Position

In only one of the nine videos, the letter, or other social media posts in the record of this hearing did Commissioner Host identify himself by name. In none of them did he identify himself as a city commissioner. Yet, as he said at the hearing, "I happen to know everybody." The record shows that he was the top vote-getter in the city commission election. The Board finds that Commissioner Host could understand that the people watching his videos know who he is and that he holds public office.

No city official may represent his or her personal opinion as that of the city. Nor may a city official use, or attempt to use, his or her official position to secure, request or grant unreasonably any special consideration or preferential treatment beyond that which is available to every other citizen. (Birmingham Code of Ethics §2-324 (2), (8)). To do so places the city official in a potential conflict of interest.

In a 2009 advisory opinion, this Board held that the Code prohibited a city official, in that case Mr. David Wisz, a then-member of the Birmingham Traffic and Safety Board, from using his position on that board or his title associated with it to advocate a personal position unrelated to that board. Such conduct would be permissible, but only if it were germane to his role as a city official and if he stated that he is giving his personal opinion and not that of the traffic and safety board or the city. (Advisory Opinion 2009-02, at 2).

The record shows that Commissioner Host's communications were germane to his role as a city official. As a commissioner, he will vote on whether to adopt the 2040 Plan. But he never stated that he was giving his personal opinion and not that of the city itself. The Board finds that his communications may tend to confuse the recipients as to whether he was advocating on behalf of himself or in his role as city commissioner. When making a personal statement that identifies the speaker as a city official, that official must include a conspicuous disclaimer that the opinions expressed are his or her personal opinions, and not the opinions of the city or any other city official. (Advisory Opinion 2022-01).

The Board thus advises that, going forward, Commissioner Host use care to differentiate his personal views from the city's official position when communicating on matters of city business.

4. Commissioner Host's Possible Disparagement of the Planning Board

A member of the citizenry, Linda Orlans, posted a public comment about the contemplated 2040 Plan, saying "Looks like the Planning group has gone Rogue again. What is happening to our family friendly Birmingham! So disappointing."

In response, Commissioner Host posted, “agree!” (Request, Attachment 5).

The Code of Ethics requires public officials to safeguard public confidence by being honest, fair, and respectful. They must avoid conduct that may tend to undermine respect for city officials and employees and for the city as an institution. (Code of Ethics § 2-321). They must avoid any action which might result in, or create the appearance of, affecting adversely the confidence of the public or the integrity of the city government. (*Id.* § 2-323 (5)).

The Board finds that Commissioner Host’s agreement with the “rogue” post could reasonably be read to cast the planning board in disrepute and to undermine respect for that body and the valuable work performed by the staff and officials serving on it—many of whom are volunteers. His agreement could be interpreted as tending to undermine the public confidence and the integrity of the city government that the Code requires him to safeguard.

When challenged by the city manager about the meaning and intent of his statement, Commissioner Host reported he had clarified the statement with Ms. Orlans. He also wrote the manager that he “couldn’t conceive agreeing with a ‘rogue’ comment.” Rather, he wrote, his intention was to agree only with the “less friendly local environment” portion of Ms. Orlans’ statement.

The Board accepts Commissioner Host’s explanation that he did not intend to suggest that the planning board had gone rogue; instead, that he was agreeing only with the more limited part of Ms. Orlans post.⁷ That explanation is consistent with his published views that Birmingham currently presents a less friendly local environment in certain respects.

But Commissioner Host’s intent is not strictly relevant. The Code looks to how the public would tend to view his statements. It requires him to avoid conduct that *may tend* to undermine respect for city officials or *might result in, or create the appearance of*, affecting adversely the confidence of the public. Notably here, he did not publicly retract or even clarify his statement, except to Ms. Orlans. Nor did he apologize to the planning board as the city manager suggested he do. He may have failed to consider how others would view what he wrote. This Board has previously held that “[p]ublic officials are obligated to be aware that their words could be misinterpreted or misread.” (Advisory Opinion 2002-01, at 6.) His statement was, again, careless and improvident.

CONCLUSION

The Board of Ethics thanks both City Manager Markus and Commissioner Host for participating in this advisory process. Both showed good faith in presenting reasoned, in-depth positions with vigor. We encourage them to work together to improve city government in service to our citizens.

⁷ If Commissioner Host believes that the planning board has gone “rogue,” he might have a duty to raise his concerns with the city commission.

The Board advises Commissioner Host, his fellow city commissioners, and all city officials and employees as follows.

You have an obligation to be truthful in your statements and dealings. To do otherwise greatly risks harming the public's confidence in our government. It subjects you to personal criticism, thereby diminishing your ability to serve your public role.

You must be careful in trying not to achieve an outcome outside of proper governmental channels. Doing so undermines the public's confidence in the government and in processes. It interferes with and diminishes the ability of those rightfully assigned to a task to perform their duties in furtherance of the city's objectives. Advocacy outside of proper governmental channels may result in or create the appearance that you have lost impartiality or independence of action. It also puts you personally at risk of a conflict of interest that could disqualify you from making a decision that you were elected or appointed to make.

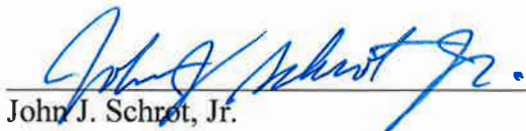
When publishing a personal statement about a city matter in which you are identified or widely recognized as a city official, you must use care to differentiate your personal views from those of the city by communicating that the views expressed are your personal views and not those of the city or another city official.

You have an obligation to be aware of how your public statements could be understood, and how they could be misread, misconstrued, or viewed as misleading. When you do not fully consider the impact of those statements, you risk undermining respect for city officials and employees, limiting their ability to fulfill their responsibilities, and subjecting yourself to diminished respect and ability to perform your own official duties.



James D. Robb, Chairperson

Sophie Fierro-Share



John J. Schrot, Jr.

BIRMINGHAM BOARD OF ETHICS

SEPARATE OPINION

2023-01

I agree with most of the Advisory Opinion. I write separately because there is one important item in the Advisory Opinion with which I do not agree and I want to expand upon an item that I believe the Advisory Opinion does not give enough attention to.

I.

The Advisory Opinion finds fault with Commissioner Host encouraging residents to make their opinions known to the Planning Board rather than to him or to the other commissioners. (Page 14). I see nothing wrong with that. As far as I know, every public meeting in Birmingham, even ours, has an opportunity for public comment. One of Birmingham's strengths is that citizen involvement is available at all levels of government. The Advisory Opinion quotes the City Manager's statement that "Having elected officials encouraging public attendance is fine". (Page 8) The City's web page for the 2040 Plan, https://bhamgov.org/about_birmingham/city_departments/planning_department/citywide_master_plan.php, encourages direct communication from citizens. It says: "The site includes relevant data, surveys and documents and an email communication option that allows residents to send comments directly to the planning team. Please make sure your voice is heard." The Planning Board is not immune from public comment. They want public comment on the 2040 Plan. Limiting Commissioners to encouraging people to give their opinions only to a Commissioner would interfere with the people's right to communicate directly with the Planning Board and for the Planning Board to hear directly from the people, since Commissioners cannot attend Board meetings, even to summarize the public feedback they have received. (Footnote 6).

I accept Commissioner Host's testimony that he was not trying to influence anybody; he was merely trying to get the public engaged. Of course, there are acceptable and unacceptable ways to encourage public comment. It would violate the Ethics Ordinance to urge members of the public to be disrespectful or to resist the adoption of a particular policy violently or through intimidation or "by any means necessary." We were not presented with any statement by Mr. Host that in my opinion could reasonably be interpreted as inciting improper activity. The

evidence does not even suggest that Commissioner Host encouraged people to give their opinion in person. Eight of his nine videos had a link to submit opinions electronically; the ninth simply asked “what do you think?” Commissioner Host was not unethical in telling residents to “let the Planning Board know what you think.” I think the advice in the Advisory Opinion is too restrictive on this point.

II.

The Advisory Opinion properly recognizes a distinction between advisory opinions and complaints. It notes that additional or different rights or issues might be relevant if this were a complaint. I think it is important to say a few words about what some of those issues might be.

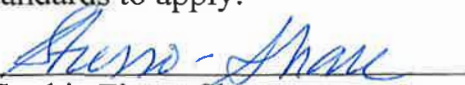
The very first section of the Ethics Ordinance announces that it sets “minimum standards of ethical conduct”. 2-320. Before listing specific acts that City officials must abide by, the ordinance states that City officials must adhere to the “highest standards of ethical conduct” (2-321), that their official conduct “*should be above reproach*” (original emphasis, 2-321), and must avoid any action, “which might result in, or create the appearance of...affecting adversely the confidence of the public or the integrity of the City government” (2-323). While we all hope that our public officials will always meet the highest ethical standards, does the Ethics Ordinance really mean that the City Manager or the City Commission can sanction a City official, as they have the power to do under 2-325 (b)(3), if they act ethically, but not at the “highest” ethical standard? If so, how can the Board of Ethics decide whether conduct falls short of the highest standards of ethical conduct or is above reproach or might result in diminished confidence in the City?

I see two separate problems with Sections 2-320 and 2-321 and parts of 3-323 being standards that can lead to a violation even if there is no violation of the specific prohibitions of the Ethics Ordinance. First: Not everything that causes a loss of confidence in the City is an ethical issue. The City Commission adopts numerous policies each year. Some portion of the public, large or small, may disapprove of some of them and lose confidence in the City as a result. Commissioners who voted for the policy can’t possibly be found to violate the ethics ordinance through that official conduct. Yet the Ethics Ordinance can be understood, if read literally, to prohibit any official action which “may tend to undermine respect” for the City or might “create the appearance of” adversely affecting public confidence in the City.

Second: If a matter is clearly ethical in nature, can the Board of Ethics fairly decide whether it violates the Ethics Ordinance if it is not specifically prohibited in 2-324? What is the “highest” form of ethical conduct? What is “above reproach”? Does it only take one person whose confidence in the City government is diminished (and to what degree) to trigger a violation? A majority of people, or some other standard? How does the Board of Ethics determine when conduct “tends” to undermine respect for the City or when an inappropriate “appearance” exists? Does the Board of Ethics simply decide in each case based on the subjective opinion of a majority of the members at the time? I think it is too easy for Sections 2-320, 2-321 and parts of 2-323 to become catchalls for finding fault when the Board doesn’t approve of conduct, but that conduct doesn’t violate any objective standard in the Ethics Ordinance. If Board of Ethics members have that kind of power, City officials who find themselves on the wrong side of a complaint could be in an impossible situation; with no way to know in advance what is required of them and without any effective way to defend themselves. I don’t want that kind of power or responsibility myself and I don’t think the City Commission should want to give the Board of Ethics that kind of power or responsibility.

It doesn’t solve the problem to say that the City Commission or the City Manager don’t have to impose sanctions if they don’t agree with the Board of Ethics’ judgment. There is damage from the finding. Who among us wants to be publicly found to have violated an ethics ordinance?

When I first began serving on this Board, we were called upon to determine whether conduct was acceptable under the specific standards of 2-324. Recently, we have been asked to determine if conduct violates the vaguer standards of 2-320, 2-321, or 2-323 even if it does not violate the specific standards of 2-324. I am concerned this trend will continue. I recommend the City Commission to revise the Ethics Ordinance to clearly and unequivocally state that Sections 2-320, 2-321 and parts of 2-323 express the hoped-for result when City officials act in accordance with the specific standards of Section 2-324 and it is only Section 2-324 which sets the minimum standard that City officials must meet to avoid sanctions. The Commission may want to add specific prohibitions to Section 2-324. This way City officials will know exactly what is expected of them and the Board of Ethics will have a set of workable standards to apply.


Sophie Fierro-Share



MEMORANDUM

Planning Division

DATE: May 30, 2023

TO: Thomas M. Markus, City Manager

FROM: Nick Dupuis, Planning Director
Mike Morad, Assistant Building Official
Jeff Zielke, Assistant Building Official

SUBJECT: Mare Mediterranean – 115 Willits – Work Without Approvals

This report is provided to the City Commission at this time in response to the numerous phone calls and emails received regarding proposed changes to Mare Mediterranean to renovate portions of the restaurant and add a dance area and DJ entertainment.

The City was first made aware of proposed changes to Mare Mediterranean at 115 Willits on May 18, 2023, when an email was forwarded from the City Attorney requesting some information about a request she received for a Dance Permit from Mare Mediterranean's counsel, Kelly Allen. The email stated that Mare had applied (and was approved for) a Dance Permit by the Michigan Liquor Control Commission ("MLCC"), and that they did not want to move forward without approval from the City.

SLUP Amendment Required

The City Attorney followed up with Planning Director Dupuis to discuss the procedures that Mare would need to take to gain approval to add a dancing area to their approved Special Land Use Permit ("SLUP") for the restaurant, should they decide to do so. The proposed changes include the removal of approximately 21 seats to create a 26" by 18" dance area adjacent to the bar, the addition of a DJ in the new dance area, as well as the removal of some booth seating to add moveable tables. Mr. Dupuis advised that the Planning Division would require a SLUP Amendment for the proposed changes, given that the change in concept from a restaurant to a restaurant with a large entertainment component.

In accordance with Article 7, Section 7.37 of the Zoning Code "once a permit for a special land use has been granted as to any parcel of land, **no change in that use may be made nor may**

any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change." The proposed dancing area in the storefront and the addition of a DJ is a change in use, includes changes in the building and/or improvements on the property and has the potential to cause disruption to the surrounding neighborhood and in particular the residents on the upper floors of the Willits Building, thus triggering the need for a SLUP amendment in accordance with Article 7, Section 7.37 of the Zoning Code.

Article 7, Section 7.36 of the Zoning Code further outlines the standards for approving a SLUP which includes a review by the Planning Board and the City Commission and findings that "the use will not be injurious to the surrounding neighborhood" and that "the use is consistent with the public health, safety and welfare of the city."

Building Permits Required Prior to Work Being Done

On May 19, 2023, Mr. Cutraro, owner of Mare Mediterranean met with Assistant Building Official Morad on site regarding his desire to add a pizza oven to the existing kitchen. Mr. Morad informed him that permits are required for the installation of the oven and the associated electrical and mechanical work. Mr. Cutraro discussed the installation of the pizza oven only, and there was no conversation regarding the addition of a dance floor, DJ, or any other changes to the restaurant. Mr. Morad advised Mr. Cutraro to submit his permit applications for review prior to commencing any work.

Detroit Free Press Article

On Sunday, May 21, 2023, an article was posted in the Detroit Free Press indicating that Mare Mediterranean would be closing for two weeks starting the next day to undergo remodeling and prepare for a new menu. The article went on to state that a new pizza oven would be added, along with a dancing area with DJ entertainment after 10:30 p.m. Numerous emails from concerned residents were sent to the City in response to the article.

The City Manager forwarded an email to all Department Heads the same day the article was published, noting numerous changes that were being proposed to Mare Mediterranean from the original concept approved by the City Commission. The City Manager requested information from each department on the required City approvals to permit the changes proposed at Mare Mediterranean.

Work Commences at Mare Mediterranean Without Required Approvals

On May 22, 2023, the Building Department began an investigation into the proposed changes at Mare Mediterranean as noted in the Free Press article, and reviewed City files to determine if there were any applications submitted for work to be done to Mare restaurant at 115 Willits Street. There were no permit applications found in the City's permit tracking system.

Also on May 22, 2023, Assistant Building Official Zielke conducted a site inspection at Mare Mediterranean, and found that demolition was in progress, and new walls were being framed in. Mr. Zielke advised the owner, Mr. Cutraro that no more work can take place as the required

permits had not been submitted nor approved and that all work must cease. Mr. Cutraro advised Mr. Zielke that the application and plans were going to get dropped off to the City, they were waiting on the building owner's signature. A formal Stop Work Order was issued to take effect immediately by Mr. Manigold, Code Enforcement Officer.

On May 23, 2023, plans were submitted on behalf of Mr. Cutraro for changes proposed at Mare Mediterranean, for the purpose of seeking the required building permits. However, the plans submitted were incorrect, inconsistent with previous discussions, and incomplete. Several items included on the plans indicated all new kitchen equipment and new outdoor dining on Willits. However, the applicant later advised that no changes were proposed to the outdoor dining, and the only new equipment proposed in the kitchen area was the new pizza oven. In addition, the plans showed multiple changes proposed to the layout and use of the space, including the elimination of approximately 21 seats to create a 26" by 18" dance area in the storefront adjacent to the bar area, removing a row of booth seating in the center section and replacing them with moveable tables, and adding new walls. Finally, the plans did not include any electrical or mechanical plans as required to obtain a permit, and no approval from Planning had been sought for the SLUP amendment.

Review comments were prepared from the Building Department and sent to Mr. Cutraro on May 24, 2023. Mr. Cutraro was also advised verbally that the changes in the kitchen area must also be approved by the Oakland County Health Department, and the City requires proof of same. Mr. Zielke followed up with an email reminder of their conversation, and contacted the Oakland County Health Department to advise of the work proposed at Mare Mediterranean.

On May 30, 2023, Mr. Cutraro submitted revised plans, at which time he advised that the plans had also been submitted to the Oakland County Health Department.

Please be advised that both the Planning and Building Departments have been working closely to ensure that no further work is done at Mare Mediterranean without the required permits and approvals by the Planning Board and the City Commission.



May 16, 2023

Ms. Alexandria Bingham, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

Dear Ms. Bingham:

RE: Important Information—Update Regarding Price Changes

Due to a reduction in the 2023 costs associated with providing certain broadcast stations, the overall monthly charge for the Broadcast TV Fee will be lowered for customers in your community from \$20.70 to \$19.05. We are providing notice to customers through bill messages, and their billing statements will reflect the decrease in the monthly fee.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21307**

- DTE Electric Company requests Michigan Public Service Commission for Reconciliation of its Transitional Reconciliation Mechanism associated with the Disposition of the City of Detroit Public Lighting System for the Period of January 1, 2021 through October 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, 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, June 14, 2023 at 10:00 AM

BEFORE: Administrative Law Judge Lesley Fairrow

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) October 31, 2022 application requesting the Commission to: 1) approve the reconciliation of Detroit Electric's Transitional Reconciliation Mechanism (TRM) plan for a 22-month period beginning January 1, 2021 through October 31, 2022; 2) approve DTE Electric's reconciliation of its net revenue requirement plus carrying charges, including the under-recovery for Case No. U-20987 and trailing Operation and Maintenance (O&M) expense in the amount of \$32.5 million; 3) authorize a TRM surcharge of \$0.001498/kwh to be applicable to all customers on a bills rendered basis from September 1, 2023 through February 29, 2024, or a similar surcharge using a service area sales forecast that is aligned with a three-month period; and 4) grant DTE Electric further additional relief and authority as the Commission may deem necessary.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 7, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21307**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21307

INFORMATION ONLY

: 1 day ago

Taming Woodward: Reenvisioning a thoroughfare



By Stacy Gittleman

When a Detroit News photo archive essay in 2018 chronicled the history of Woodward Avenue, there is a telling photo from 1911. It depicts a woman clad in a woolen suit, heels and hat, a concentrated expression on her face as she waits for a break in traffic to cross the street.

It had just been two years since Henry Ford brought the first Model-T into production in October 1908, the first production Model T Ford at the company's Piquette Avenue plant in Detroit. Between 1908 and 1927, Ford would build some 15 million Model T cars, and they needed good roads to drive on.

Back then, the vehicles on Woodward were a mix of those Model-Ts, light rail trolleys, and still some horse-drawn carriages.

Woodward Avenue was first called the Saginaw Trail by Native Americans but was then renamed for Augustus Woodward, who designed the street along with Gratiot, Michigan Avenue, Grand River and Jefferson. By 1909, Woodward Avenue was the world's first road to have a section paved. It would be completely paved by 1916, and in 1919, it became home to the world's first three-color traffic stop light.

And even back then, Woodward Avenue was treacherous to cross by foot.

INFORMATION ONLY

For better or worse, Woodward Avenue – the storied 27-mile main drag of our metro area that was named in 2002 an American Heritage Byway and which links Detroit to Pontiac, is the road that made Detroit the Motor City. According to Michigan Department of Transportation (MDOT) data taken from the mid-20-teens, shows that on average, between 20,000 and 65,000 vehicles travel on it daily in certain sections, with the most congested areas – between I-696 and 14 Mile – travel on it daily. With its wide lanes – sometimes five in each direction – a scarcity of traffic lights or crosswalks and speed limits in some areas as fast as 50 mph, Woodward Avenue is built for speed.

But that speed can be dangerous and even deadly. In recent years, two deaths in two years along the stretch of Woodward Avenue in Birmingham, mainly due to a lack of access to crosswalks, have prompted local officials to weigh in with their concerns to the state, which controls every aspect of the corridor.

For decades, municipalities from Pontiac to Detroit lamented both the state control and speed. Although Woodward is known as “America’s Main Street,” it is difficult to create a strollable Main Street environment along Woodward when traffic behaves more like it would on an interstate highway. Officials contend that Woodward Avenue bisects their towns and cuts one half off from the other. Whether it’s called a “road diet” or a “lane reduction,” municipal officials are calling for fewer lanes for high-speed automobiles and a lane or two devoted to slower traffic and bicycles.

According to the U.S. Department of Transportation, there is a slow but growing national quest to slim down our country’s roads, reduce danger and collision spots and make roads more equitable for pedestrians and bikers. As part of the federal \$800 million Safe Streets for All initiative, places like New York City are retrofitting busy byways in lower Manhattan to allow for bike paths across the city’s many bridges. In Phoenix, the heat is on at city council meetings for a proposed \$4.8 million project to replace one car lane with a bike lane in Scottsdale.

Back here in the metro area which was created for the automobile, municipal officials maintain that M-1 needs better marked crosswalks and more of them. The needs of pedestrians should be prioritized, they assert, and they should be able to make it across the eight-lane thoroughfare without having to get stuck on a narrow, unsheltered median.

One of those pedestrian deaths is personal to Bloomfield Township Supervisor Dani Walsh. In 2019, her friend was crossing Woodward after grocery shopping at Trader Joe’s in Royal Oak, and was fatally struck while crossing the street outside of a crosswalk.

Walsh said a lack of availability of crosswalks plus an increased culture of testing out high-performance cars along Woodward make for a noisy and deadly combination.

“If you’ve ever seen one of the Fast and Furious movies, it’s something like that,” Walsh said. “In the warmer months there are the cruisers who like to drive slowly up and down Woodward and show off their cars. Then you have people with high-performance cars and for them, it’s all about the danger and the high-speed racing. It’s also so noisy that you can’t even enjoy your backyard on a nice summer evening even if you live a few blocks off Woodward. That’s when our law enforcement goes into overtime. Weather depending, drag race season can start as early as February and go all the way through November.”

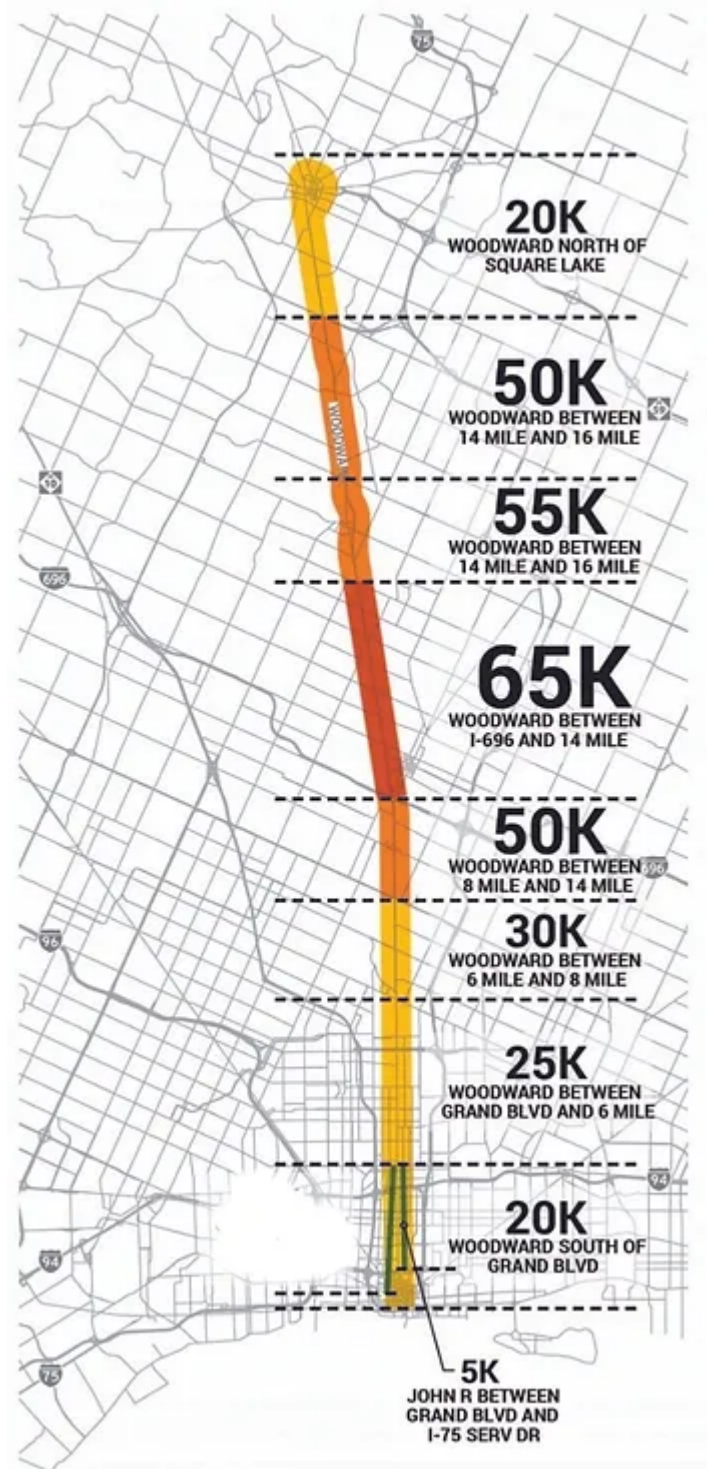
Walsh said drag races typically start on Woodward and continue north to Square Lake Road and South Boulevard. In one incident at this location, a car speeding at 104 mph careened into another car, spitting it in half on impact.

“Bloomfield Township is working with all (police) chiefs in Oakland County, as well as the Michigan State Police to fight this as a group,” said Walsh. “We want to know how legislation can be changed at the state level to stop drag racing. And personally, as a biker, I would not want to bike anywhere near Woodward Avenue. It’s just not safe.”

According to Bloomfield Township Chief of Police James Gallagher, in 2022 his force put in 216 overtime hours along Woodward Avenue. Bloomfield Township records show that between March 1, 2022 – October 1, 2023, law enforcement officers along the Woodward corridor in Bloomfield Township alone issued 81 citations: 18 for speeding; 38 for accidents; 15 issued were for driving with a suspended license; four were for driving under the influence; and two for careless driving. Gallagher said most of the 176 tickets given during this time were between 8 p.m. and midnight. Law enforcement officers during this time also issued 187 hazardous and non-hazardous violations and issued 207 verbal warnings. Between February 1, 2023, through May 10, 2023, law enforcement officers recorded 12 hazardous driving violations, 31 citations, and a total of 118 verbal warnings along Woodward Avenue.

According to 2016 traffic volume data from various state and regional agencies, the estimated average daily volume of traffic in Bloomfield Township on Woodward is 34,500 vehicles traveling at a speed limit posted at 50 mph – but cars often go much faster.

Gallagher said the challenges in Bloomfield Township with Woodward lie in the fact that on its stretch of the road, with few traffic lights, it can be ideal to pick up speed and drive noisy cars. Gallagher said that in the warmer months, cruisers and drag racers congregate in the parking lots of the few scattered shopping centers along Woodward and Square Lake.



Daily vehicle traffic count for Woodward

“These are high-performance vehicles built for speed,” said Gallagher. “But if you want to show off the power of your car, the minute the weather starts getting warm, you’ve got car owners ready to race and car enthusiasts taking bets and gambling on who will win. Then there are distraction cars that will distract people from Woodward to South Boulevard in Pontiac and then drag race and shut down roads. At times we’ve caught people with radios to inform the other racers that the police are coming. It makes for very unsafe driving for everyone.”

In America, attitudes toward cars, how we get around, and what we want out of our streets and neighborhoods are changing. There is developing more of a call for regional and local public transportation. There is a call to get out of our cars and live in “20-minute neighborhoods” – where most of life’s necessities and destinations – can be found within a 20-minute walk or bike ride. It might be convenient for motorists who want to get from Huntington Woods to Birmingham to jump on Woodward, but residents who live in between want the traffic slowed down, wider sidewalks for gathering and outside restaurant dining, and better accessibility.

Birmingham’s yet-to-be-adopted 2040 master plan states: “Woodward divides Birmingham physically and mentally. It is an extremely fast, high-volume roadway described as a ‘superhighway’ in the city’s 1929 plan. While it provides regional connections that support downtown activities, Woodward separates (Birmingham’s) neighborhoods. Particularly for older adults and children, Woodward can be an impenetrable barrier to mobility. Not only is the road unsafe to walk or bike along, but there are also too few crossings, and existing crossings are uncomfortable for pedestrians and cyclists.”

The plan also notes that from the north, the wide downhill curve between Bloomfield Hills and Birmingham allows vehicles to travel at highway speeds and there needs to be put in place a visual cue to the motorists that they are entering a more dense, downtown environment.

Bloomfield Hills City Manager David Hendrickson said unlike neighboring towns like Birmingham which feature many businesses and attractions right along Woodward, their stretch of M-1 is mainly lined with trees, including the parklike setting of the Cranbrook Educational Community, and has few frontage destinations, allowing for faster-moving traffic.

“While other communities along Woodward would benefit from traffic calming features and allowing for more pedestrian and bicycle access, this is not the case in Bloomfield Hills.

On our stretch of Woodward, we have maintained a parkway-like setting. There are no traffic lights. We have maintained the tree canopy and have planted a wide grassy median and our ordinances work against developing residences or businesses along this area. So, with the way traffic flows through our part of Woodward, it would be dangerous to include a bicycle lane or invite pedestrians to try to cross here.”

Collecting that high-speed traffic coming from the north on Woodward, Birmingham Assistant City Manager Jana Ecker said there is a real need for cars to slow down. Two pedestrian deaths in two years (2020-2022) prompted Birmingham officials to contact Governor Gretchen Whitmer demanding changes, which include a possible pedestrian countdown signal on the southbound side of Woodward, between Forest and Brown, and a signal on the northbound side to stop traffic if pedestrians press a button.

Before Ecker held her current position, she had 20 years of experience in Birmingham serving as planning director, working to try to find ways to make Woodward Avenue more pedestrian friendly. According to state and regional data from 2013, an average of 29,400 vehicles travel through Birmingham daily and the speed limit is set at 45 mph, though cars exceed this limit regularly.

“The state law will not allow us to lower the speed limit,” Ecker said. “And if we did a speed study and found that 80 percent of the traffic is moving at 55 mph, then we would be required to raise the speed limit. So the way that the state laws are written it’s very difficult to get any change made.”

Ecker pointed to Ferndale’s 35 mph as an ideal speed, yet Ferndale’s downtown sits right on Woodward, compared to Birmingham’s downtown which angles off to veins such as Old Woodward and Maple roads.



Rendering of the Pleasant Ridge plan for Woodward

But still, there is a different feel to the neighborhoods on the east side of the roadway that Ecker would like to change to increase foot traffic and draw more people to the businesses which reside there.

“As our city developed, we wanted to create a stronger connection to both sides of it. We don’t want people to have to drive from one side of Woodward to the other because they don’t feel safe crossing the street.

“There’s not enough time for pedestrians to cross the entire street because it’s such a wide stretch,” explained Ecker. “Imagine, for example, trying to cross at Woodward and Maple and if you don’t time it just right, you get stuck on the median with nothing around you to protect you. Imagine doing that with a small child or for the

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elderly. Woodward was never meant to move pedestrians. It was designed to move metal cars – as many and as fast as possible. I've been (working for the city of Birmingham) for 21 years, and that's how long I've been fighting for some change on Woodward. It's a very, very slow uphill battle. Two people had to die before we have seen any movement in progress.

"As it is now, the part of Woodward that runs through Birmingham is 200 feet wide – which includes four lanes in each direction plus sections with turning lanes," explained Ecker. "We propose to reduce vehicle traffic to three lanes in each direction and use the fourth lane for some bicycle infrastructure. By doing this, we aim to slow down traffic a little bit. We will also enhance all the crossings to improve pedestrian access and to enhance all the crossings and make it safer for people to cross pedestrians, bikes, etc. and build in some bicycle infrastructure, and improve the pedestrian environment along Woodward so that we can better separate high-speed vehicles from pedestrians."

To attempt to bring about change with MDOT's speed requirements, Ecker said municipalities along the corridor – from Bloomfield Township through Ferndale – have formed the Woodward Municipal Coalition, which aims to find a way to tame the roadway to make it more equitable and multi-modal friendly, meaning that some lanes of the roadway should be dedicated to bicycles, pedestrians, or provide wider sidewalks and clearly marked curbs and pedestrian crossings that can be easily used by pedestrians of all ages and abilities. But all changes must go through the state level – and change at that level is slow going.

"Local governments continually try to make improvements (to Woodward) but we're constantly fighting the battle with the state who ultimately owns it and has authority over it," said Ecker. "We can't even give out an excessive noise ticket coming from cars outfitted with excessively loud exhaust pipes, which residents living along Woodward complain about."

Ecker puts accountability firmly on MDOT.

"If Woodward Avenue is supposed to be an American Heritage Motorway and cuts through many communities as our Main Street, it should not have cars driving through our downtowns at interstate highway speeds, and this is Birmingham's main emphasis for change."

Matthew Galbraith, transportation planner, metro region of MDOT, explained that speeds vary throughout the Woodward corridor and are typically reflective of the context of adjacent land uses.

"For instance, speed limits in Ferndale is 35 mph, 45 mph through Royal Oak and Birmingham, 50 mph through Bloomfield Hills, and 35 to 40 mph in Pontiac," explained Galbraith. "State law dictates that MDOT and the Michigan State Police (MSP) jointly set speed limits that are based on the 85th percentile speed, which is the speed at or below which 85 percent of drivers are currently driving a given section of road."

Galbraith said the agency partners with the communities along the Woodward corridor regularly to accommodate development changes and address safety issues.

"When local governments develop longer-term local master plans or transportation plans, MDOT typically works with them to inform their plans in its capacity as the state government asset owner and operator of the roadway,"

Galbraith said. "MDOT is currently working on a request for proposals to conduct a corridor study of its own, and one of the main objectives of this study is to engage with the municipalities along the corridor to better understand local issues and needs. This plan will ultimately inform future construction projects along the corridor and support such a cohesive vision."

Galbraith said the Woodward Avenue Corridor Plan intends to create a blueprint or comprehensive vision that will provide a strategic approach for future MDOT investments along the corridor. This plan will analyze and address operational, traffic, and safety concerns for all road users along the entire corridor, in addition to assessing pavement condition needs and the potential for future projects.

During the heyday of muscle car culture in the 1950s and 1960s, the stretch of M-1 through towns like Royal Oak, Pleasant Ridge and Ferndale was dotted with businesses like Royal Oak's Totem Pole or Suzy Q's drive-in or Ted's Coffee Shop in Bloomfield Hills that catered to the cruising car culture.

From Ferndale to Pontiac, a nod to nostalgia is still around today. Grown from a grassroots movement beginning in 1995, today the world-famous Woodward Dream Cruise attracts more than 1.5 million car enthusiasts from all over the world each August to watch 30,000 classic cars drive by.

Ferndale Mayor Melanie Piana said she hopes a \$2 million repaving and lane reduction project will be worth the minor inconvenience and that the project will be mostly complete in time for when the Dream Cruise rolls along this August 19th.

Ferndale and Pleasant Ridge are working together sharing this \$2 million Transportation Improvement Program state grant funding for non-motorized improvements to Woodward. The project will narrow Woodward from four to three lanes in each direction in Ferndale. It will add two-way cycle tracks on both sides of Woodward in most of Ferndale and a portion of southbound Woodward in Pleasant Ridge. This project will create a continuous separated bicycle infrastructure from 8 Mile to I-696.

Pleasant Ridge has a small portion of this overall project, and its local match amount is estimated to be \$140,000, which will be provided by the municipality's major streets fund and will not rely on general funds or local property taxes. The project was the result of years of study and surveying of residents, including a 2019 Woodward Bicycling and Walking Safety Audit.

The average daily traffic flow rate in these municipalities, according to 2017 MDOT data respectively, is 105,000 in Pleasant Ridge and 17,000 in Ferndale.

Pleasant Ridge City Manager James Breuckman said his city, Ferndale, and Birmingham, have similar characteristics in the way that Woodward Avenue serves as a main street for their downtowns, whereas towns like Berkely and Royal Oak have their main drags on a diagonal off Woodward. Breuckman said the changes coming to Woodward in Pleasant Ridge and Ferndale are the result of a decade of planning and collaboration with MDOT.

Over the decades, Breuckman said that one characteristic that changed the feel of Pleasant Ridge was the 1980's construction of the Woodward Avenue tunnel that goes beneath Route 696, and it was not for the better.

The tunnel severed the town into two sides and impacted nearly all the businesses along the corridor.

“We had some great businesses back then that are all long gone,” Breuckman said. “I bet people hardly remember places like Hedges Wigwam, a Native American-themed restaurant that stood on Woodward and 10 Mile from 1927 to 1967.”

Breuckman said when traveling through Pleasant Ridge, motorists have a choice of either using the tunnel or staying at the surface level, where there are three lanes in each direction.

The changes to Woodward are coming this summer and are projected to be completed by the end of 2023. From Northbound Sylvan to Route 696 only, three vehicle lanes will be reduced to two lanes, using that third lane for street parking, thus creating a buffer for a two-way bicycle track that is at sidewalk level. This state Transportation Improvement Program project is being administered by the Southeastern Michigan Council of Governments (SEMCOG) for MDOT, with the local match being provided by Pleasant Ridge.

Breuckman continued: “Now, you’ll have a dedicated space for cyclists to ride that will be protected from traffic by parked cars and the curbs. We’re excited about it. I think this is going to be a model project for what could happen in many other places.”

When it comes to working with MDOT, Breuckman said things have improved over the last decade, as the state agency is more receptive to hearing from local municipal planners on how M-1 impacts locals while balancing statewide needs as a trunkline.

“Dealing with MDOT today is a far different experience than it was even 10 years ago,” said Breuckman. “They are more open now to locally initiated efforts to understand our position. Overall, they are the state transportation agency. They’re still looking at Woodward as an important piece of the regional transportation network and must fulfill the obligations of efficiently getting people around the region. On the other side, we, the cities, are looking at impacts to our specific part of Woodward. I understand the inherent tension this can cause. It’s great when you want to move from a considerable distance in the region, but locally, it’s designed like having an interstate freeway that cuts through all our communities.”

Ferndale Mayor Melanie Piana said the overhaul and repaving of its stretch of Woodward Avenue that began this March and is set to finish up by this fall is well underway. Will there be some lane closures and orange cones still lingering in August for the Dream Cruise? Probably yes, but Piana said that’s not going to stop Ferndale from taking part in the annual celebrations.

“MDOT has conducted road repair and construction during the Dream Cruise in past years and made it as safe as possible,” Explained Piana. “I think it will be fine going forward and pretty much two of the lanes on the Woodward Dream Cruise are dedicated to the cruisers and then the two left lanes are for ongoing travel.”

In any case, Piana said the long-awaited project, which includes resurfacing of Woodward from 8 Mile to the northern Ferndale city limit, improving ADA accessibility to curbs, improving visibility at intersections and adding bus islands for those taking public transportation, will be worth it.

Piana steers away from the term “road diet” and prefers to call modifications to Woodward a “lane reduction safety improvement project.”

“In Ferndale, what we are trying to do is encourage lifestyle changes which will be reflected in the reduction of lanes used for vehicles,” Piana said. “A road diet does not accurately describe what is happening but lane reduction safety improvement does. Cities are realizing that walkable communities are more welcoming and equitable. That means within a plan, everyone has been thought of to be a part of the community. Woodward and its history are evolving. There will still be cars traveling down Woodward Avenue. We’re just giving a little bit more space over to people walking, biking, and using whatever wheeled mobility device they choose.

“We’ve heard from our residents for over a decade how unsafe Woodward is to cross at Nine Mile, Cambourne, and West Marshall,” she continued. “We are studying data on crash rates and near misses. Woodward is in the heart of our downtown, and people need to be able to safely cross from one side to another. Speed limits are 35 but most cars go 45 or higher. “

When cars go that fast, even cyclists fear for their safety, so they wind up on the sidewalks with the pedestrians. Of the 200-foot span of Woodward in Ferndale, Piana said only six percent of that width is dedicated to six-foot wide sidewalks for pedestrians of all abilities, including those using wheelchairs. To make matters worse, cyclists, fearing for their safety from high-speed vehicles and without a dedicated lane, have also had to resort to using the sidewalk, along with those using scooters.

Even so, Piana admits the upgrades cannot fix all that Ferndale residents and businesses want out of Woodward, and that includes wider sidewalks. To achieve that, this would require rezoning laws to be created at the state level with MDOT.

“People are riding their bikes where people are walking as well as those with mobility issues using wheelchairs, and this makes for unsafe conditions,” she added.

There are lots of current and upcoming changes coming for the bookends of Woodward Avenue, the urban centers of Pontiac and Detroit. In recent years, residents, commuters and visitors to Detroit have enjoyed a bit more ease of transportation as the Q-Line makes its way through the city’s most iconic stops like Comerica Park, the Fox Theater, and up through Wayne State University and the Detroit Institute of the Arts. In a few years, Pontiac will finally rid itself of the Loop, which diverted traffic away from the city’s downtown and made it impossible for residents in outlying neighborhoods to get to local businesses on foot.

Sam Krassenstein, chief of infrastructure for the city of Detroit said that the tale of Woodward Avenue in the city can be broken into several micro-stories: beginning downtown with the Q-Line which runs three miles from Grand Boulevard to Congress; the proposed future site of a transit hub at Woodward and Baltimore Streets; the activity around the new Amazon distribution hub at the site of the Old Fairgrounds; and up through the northernmost stretch lined with neighborhoods around Palmer Park.

Recent and future MDOT construction projects for Detroit’s section of Woodward include a \$1.88 million 2020 project on various locations along Woodward Avenue, notably Woodward Avenue at Grand River to upgrade

traffic signal, communications, and operations systems. In 2025, MDOT will begin an \$8.914 million pavement reconstruction project on Woodward from McNichols south to 8 Mile Road.

“There are many stories within Detroit’s section of the Woodward Corridor,” Krassenstein said. “The biggest infrastructure change for the city is the opening of the Q-line. Despite a few operational issues, it has largely been a success and has been transformational for the part of the corridor where it runs, from the Riverfront all the way to Grand Boulevard.”

The concept for the Q-Line – then called M1 Rail – was first proposed in 2008 as part of a landmark regional transit plan. The project, which went into operation in 2017, is funded by \$110 million in private philanthropic investments, \$10 million from MDOT, and \$25 million in Federal Transit Administration (FTA) funds.

The pilot project is ambitious in that a street trolley had not run in Detroit since 1956. With 20 stations at 12 stops on a 3.3-mile span down Woodward from Grand Boulevard through its southernmost stop on Congress a few blocks from Campus Martius, there currently is no charge to ride the Q-Line.

The Q-Line has spurred \$10 billion in economic development as it connects residents, workers, and students to resources such as healthcare, jobs and education, according to city officials.

Krassenstein said ridership did slip during the height of the pandemic, just as it did on major public transportation systems in New York City and Chicago, but now it is back up to where it was at 2019 levels with 2,500 rides per day, and about 80,000 rides per month.

“The Q-Line is anticipating some healthy growth,” said Krassenstein. “Some of that is from daily commuters, but a lot of it has to do with event-based ridership. There are so many great events happening that are drawing people downtown. We are trying to encourage people to park further out from the downtown center and to hop on the Q-line the rest of the way, and patronize some of the shops, restaurants, and bars that have opened up and down the corridor.”

In the last five years, the Q-line has allowed for an ease in foot traffic to support new businesses such as Detroit has reported healthy growth along the Woodward Corridor. It now hosts Boabab Fare, an East African restaurant that was recently reviewed in The New York Times and other national publications.

Krassenstein said he is keeping an eye on trends in federal infrastructure funding. As it stands now, there are no firm plans to extend the Q-line further uptown or to cross over Eight Mile.

“The project was extremely expensive. Though we are paying close attention to the federal funding that is out there, the Q-Line project is not run by the city and there is nothing the city is doing in its plans to extend as it is not our asset to extend,” he said.

In upper neighborhoods of Woodward Avenue, crosswalks are scarce, and vehicles move at highway speeds along ten lanes of road. And where there are crosswalks and lights, it can take a pedestrian up to five minutes to cross the street, which is uncomfortable in extreme weather conditions or for the elderly or mobility-impaired. So,

in general, most residents just don't try it. If you are a resident without a car who wants to get across the street and to enjoy the park or a restaurant, you find yourself out of luck.

"We are getting a lot of feedback from residents along Woodward, especially who live in the Grixdale Farms neighborhood between Six and Seven Mile who live right across Woodward from Palmer Park," Krassenstein said. "These residents live right across the street but must take a car to get to the park because it's just not safe to cross."

Krassenstein describes Woodward Avenue as one spoke in a wheel with Detroit at its hub. The purpose of trunklines like Woodward, Gratiot and Grand River Avenue, ultimately, is to move traffic, trucks, and goods from the city to the outer regions of the metro area as quickly and efficiently as possible. At the same time, he notes there must be a balance to beautify these vital arteries and keep them as pedestrian friendly as possible for residents who live along each of these corridors operated by MDOT.

When it comes to working with the state, Krassenstein said every municipality would like MDOT to put plans into action more quickly and be more "forward thinking" in terms of making the state's major corridors more traversable for pedestrians and bikers.

The second major development in intermodal transportation along the Woodward Corridor in Detroit is the future construction of the Detroit New Center Intermodal Facility. Planned for construction at the intersection of Woodward and Baltimore Avenue, in the Milwaukee Junction neighborhood, the hub would combine a station for intercity buses such as Greyhound, Indian Trails, Miller Transportation and Barons Bus with the existing Amtrak train station, which was built as a temporary station in 1992.

"So here we are 30 years later with the same (temporary) train facility," said Krassenstein. The Greyhound station, built in 1991, is on Howard Street. As it stands now, these two vital transportation centers are separate and disconnected. Detroit needs to create an inter-city transportation hub that has been so successful in many other cities, especially when hubs are combined with retail and restaurant space where people want to meet and gather. The Regional Transportation Authority is also working out a pilot that would provide direct bus access to DTW. We want one central transportation hub where people can get to either the airport, Lansing, Ann Arbor or even Chicago with ease and no confusion."

According to MDOT, the renovated transportation hub will feature an upgraded train platform to allow for safer and faster boarding and offboarding, a new bus station on the south side of the train tracks connected to the train station by a passenger tunnel; drop off and pick up area for cars and connections to DDOT, SMART and the Q-Line. To enhance micro-modal forms of transportation, the hub will also be a spot to rent bicycles, scooters, carshares and access public parking. Still in its planning phases, a final design plan is not expected to be approved until 2024, with the center not set to open until at least 2026.

Krassenstein said that the city is still working with MDOT to finalize a design.

"The final design must fit the needs of both MDOT as the transportation agency as well as the surrounding Detroit neighborhoods and the customers who will use its services."

At the edge of the city limits, retail giant Amazon this year completed a 3.8 million-square-foot warehouse distribution center on land that once hosted the State Fairgrounds between Woodward and Eight Mile Road. Employing over 2,000 people, all trucks and vehicles entering and leaving the center are routed onto Eight Mile, thereby not adding more traffic to the Woodward Corridor, said Krassenstein.

Beyond Eight Mile, Krassenstein said Detroit is paying great attention to the changes to Woodward happening in Ferndale to see if similar changes can be made in the northern neighborhoods of the city to make it more bicycle and pedestrian friendly.

“All along the entire 27-mile corridor, I think all townships and cities want the same thing from M-1. We want the corridor to be slower, we want Woodward not to divide our neighborhoods and for our residents to safely use the corridor through a variety of means of transportation. At the same time, each community along the corridor has its own distinct characteristics with different needs.”

Pontiac is getting ready for big changes in the long-anticipated removal of the Loop and the reconnection of Woodward Avenue into a pedestrian-friendly two-way thoroughfare into the downtown district. After all, this plan has been decades in the making, and it's been nearly 50 years since the 1964 design was put into place. Critics lambasted the plan. The Loop was built to prepare the area for an increased traffic flow that never came but instead severed outlying Pontiac neighborhoods from its downtown core.

“The Loop has been decried by city planners for many decades,” Pontiac Mayor Tim Greimel said. “It has acted like a moat, separating Pontiac's downtown from the surrounding neighborhoods. Although the posted speed limit around the loop is 35 miles per hour, cars often drive 50 miles per hour. As a result, it is a very intimidating physical and visual barrier. It has really separated the outlying neighborhoods from our downtown businesses.”

MDOT's goal in Pontiac is to turn Woodward Avenue into a pedestrian-friendly series of two-way boulevards, with slower traffic speeds aimed at reconnecting neighborhoods to the downtown while inviting motorists to stop, shop and dine.

The new design of Woodward will slow traffic and provide islands between opposing lanes. That will greatly enhance pedestrian safety, former Pontiac Mayor Deirdre Waterman said. A 2016 city study of traffic hazards showed that nearly 40 percent of crash fatalities in Pontiac involved pedestrians or cyclists, about double the national average.

Greimel said he understands that when construction gets underway to remove the Loop in 2024, some commuters may be frustrated with lane closures and delays. But the result will be worth it.

“After the construction is finished, the reconfiguration of Woodward Avenue in Pontiac is to make sure that our downtown is better connected with the outlying neighborhoods,” Greimel said. “We will have a more walkable downtown that doesn't have this intimidating four or five-lane highway that creates a very real physical barrier for pedestrians.”

Greimel added that no one likes one-way streets, especially visitors unfamiliar with the tricks of getting around a certain city.

“Pontiac’s streets are infamously tough to navigate for drivers who may not know exactly where they’re going from point A to point B,” explained Greimel. “If a driver gets lost, they need to loop around all over again as opposed to taking a shorter route, like turning around. For all those reasons, we believe that reconfiguring the Woodward Loop around our downtown is one of the essential ingredients to revitalizing our downtown.”

At the center of facilitating between the state and local governments to make sure they deliver the best infrastructure and transportation resources to their constituents through research, funding and municipality-to-state level operations is the Southeast Michigan Council of Governments (SEMCOG). The work seen on Woodward Avenue and many of the regions’ main trunklines are the results of decades of studies an analysis in the making. And a comprehensive, corridor-wide rethinking of how vehicles and other modes of transportation should move up, down and across Woodward has yet come into focus.

Michele Fedorowicz, SEMCOG transportation planning manager, explained why proposals and ideas of today may not come to fruition until a decade or more later.

“It does take a long time to get a project done, especially like a major road such as Woodward Avenue Corridor,” explained Fedorowicz. “Not only does Woodward belong to MDOT, but everything the state wants to do requires a federal review by the Federal Highway Administration under the U.S. Department of Transportation. Each infrastructure project undergoes an examination to make sure projects are done fairly, with equity, and meet up to stringent environmental requirements. There are 36 laws that fall under the National Environmental Protection Act for review that each major infrastructure project that receives federal funding must adhere.”

Created in the 1970s, Fedorowicz said NEPA assures that the destruction of certain neighborhoods to make way for infrastructure projects – such as what happened to the historic Black Bottom neighborhood of Detroit which was dismantled to make way for I-375 – are a thing of the past. She said MDOT’s long-range plan for Woodward, which extends decades into the future, is in a pre-NEPA phase.

Fedorowicz explained that all approved infrastructure projects for the next four years are tallied and constantly updated in SEMCOG’s Transportation Improvement Program (TIP) database. Accessible to the public, as the public is invited to weigh in and leave comments on how projects will directly affect them, the TIP is an implementation tool of the Regional Transportation Plan (RTP), which has a planning horizon for the next 20 years. The plan identifies policies, programs, and transportation investments to support the long-term vision for southeast Michigan.

Nearly all major transportation improvements made in southeast Michigan receive federal funding. Most often, the federal government pays for 80 percent of a project, and the local community or transportation agency matches their funds with the remaining 20 percent. But, before a transportation project can receive those federal funds, it must take a series of steps to ensure the money is well spent. Each step presents an opportunity for citizen involvement.

Fedorowicz said SEMCOG's role in all of this is to facilitate cooperation between MDOT and all the individual municipalities located along all the region's main truncates.

"It is not up to SEMCOG to create a broad vision for what the Woodward Corridor or any of these roads should be for the future," Fedorowicz said. "It's SEMCOG's role to bring MDOT and individual communities together to facilitate that conversation and make sure everyone's voices are heard. There are varying issues along the Woodward Corridor. While some want a smaller footprint with lane reductions, others want to facilitate commuter travel. So, there's a difference of voices here."

Right now, there are several TIP projects in the books for Woodward. Of those, they include: In Bloomfield Township, construction on Woodward from Square Lake Road to I-94, is a \$3.6 million MDOT project. Work on this project began in 2023.

In Pontiac, beginning in 2024, MDOT will embark on its \$26 million project to remove the Pontiac Loop and reconstruct the city's stretch of Woodward as detailed above.

Also in Pontiac, this year MDOT embarked on a \$3.1 million project in Pontiac, closing southbound Woodward Avenue south of the Pontiac Loop, from Rapid Street to South Boulevard for intersection improvements at the I-75 Business Loop at Woodward Avenue and South Boulevard intersection. The project will reconstruct southbound I-75 bound lanes and install indirect left turns.

Fedorowicz said unlike the long-term overall planning concepts and studies that SEMCOG conducts which reach far into the future, projects such as the lane reduction and reconfigurations in Ferndale and Pleasant Ridge are described as Construction Maintenance Projects. Meaning, these are enhanced road repair projects that were already scheduled as regular maintenance. MDOT worked with the municipalities to customize these sections of the corridor with what residents and businesses have in mind.

"These projects are not complete reconstruction endeavors, as what we will see in the future for Pontiac, but rather maintenance ones," Fedorowicz explained. "MDOT was scheduled to repair the pavement anyway, and they worked with the community asking for their input and interests."

She continued: "Reconstruction projects, which are more long-range and involved, are very expensive. And corridor-wide projects become more complicated when multiple municipalities are involved, so you want to start that conversation early. That's why SEMCOG is out there seeking information for entire corridors such as Woodward – to get the community conversation going."

When he was a reporter at the Detroit Free Press beginning in the late 1980s, John Gallagher wrote about futuristic business and economic redevelopment projects, some that only came to fruition during his last few years at the paper before he retired in 2019. He now enjoys the city's more walkable and bikeable neighborhoods and routes that move in and around Detroit and up into the metro area, which were things he wrote about years ago and that few predicted would come true.

"When I first wrote about pedestrian-only squares and wider sidewalks, setting aside traffic lanes for bicycles, and even the creation of the people's plaza at the intersection of Woodward and Jefferson, there was some

groaning about how this was going to affect traffic,” Gallagher recalled. “But parts of Detroit have become a very welcome, walkable environment, and the (vehicle traffic) has adapted.”

An avid cyclist, Gallagher now enjoys Detroit’s connectedness of its bicycle routes along the Dequindre Cut, the Riverfront and parts of Woodward, although most of the stretch remains off-limits to safe riding.

“Although there are places along Woodward I could not imagine biking or walking (such as around Bloomfield Township), there are other areas where making it more walkable and bikeable just makes more sense,” he said. “At one point, the (Pontiac) Loop was built to prioritize traffic and transit at the expense of the environment. But there is talk now to reunite this part of the road with the rest of the surrounding neighborhoods, urban areas and roads like Woodward, with neighborhoods to make the traffic slow down, to make them more walkable.”

In 2014 Gallagher penned an article that predicted long-term economic and commercial growth in and around Detroit, including the Woodward Avenue Corridor. Back then, commercial and residential real estate was just beginning to pick up on the street and the tracks for the Q-Line had yet to be laid.

In his last years at the Detroit Free Press, Gallagher traveled the Q-line when he had out of the office meetings.

Though the Q-Line was designed as a demonstration project, Gallagher said that for the light rail to truly become a vital part of transportation infrastructure, it would need to run up to Birmingham.

“I know there are issues with that,” Gallagher admitted. “For one, it is very expensive. And it would have to operate at high speeds and stop less in the suburbs and then move more slowly with more frequent stops in Detroit. As it stands now, it is not an essential mode of transportation such as the El in Chicago or the subway in New York.”

He continued: “It’s encouraging to see the work getting done in Ferndale and Pleasant Ridge to make way for bikers and pedestrians and to see bike lanes opening in and around Detroit.”

Looking further into the future at the city’s other main arteries, Gallagher said he is optimistic of the transformation and raising I-375 and making it a more walkable, livable boulevard that may redeem and restore the history of the destruction of the predominantly African American Black Bottom neighborhood and the vibrant life of what was Hastings Street. MDOT is proposing to spend \$150 million on the I-375 project, with estimated construction to begin in 2027.

“We are beginning to recognize what it means to bring back walkability in our urban neighborhoods, and what that means to the quality of one’s life,” said Gallagher. “There are lots of new zoning trends that 15 to 20 years ago were unheard of but now are becoming more commonplace. The trend is called the ‘20-minute neighborhood.’ The concept is built around the idea that people can have most everything they need, from housing to work to other services and features, within a 20-minute walk. It’s becoming a priority because cities are beginning to understand what was lost when we put highways through neighborhoods.”