

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
JULY 28, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

APPOINTMENTS

A. Museum Board

1. Judith Keefer
2. Kamala Cummings

To concur with the City Manager's appointment of Kamala Cummings to the Museum Board, as a regular member who is a business owner, to serve a three-year term to expire July 5, 2028.

To appoint _____ as a regular member to the Museum Board to serve a three-year term to expire July 5, 2028.

To appoint _____ as a regular member to serve the remainder of a three-year term to expire July 5, 2027.

B. Board of Review

1. William Watkinson

To appoint _____ to the Board of Review as an alternate member to serve the remainder of a three-year term to expire December 31, 2025.

C. Historic District Study Committee

1. Margie Duncan
2. Jenny Roush

To appoint _____ as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2028.

To appoint _____ as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2028.

D. Introduce Staff

1. Kelda London - Election Coordinator

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 regular meeting minutes of July 14, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 17, 2025 in the amount of \$4,229,977.47.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 24, 2025 in the amount of \$4,786,211.66.
- D. Resolution to delegate to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the Election Commission for the November 4, 2025 election:
 - Preparing meeting materials for the Election Commission (ballots proof for approval, list of election inspectors for appointment, etc.)
 - Preparing, printing and delivering ballots
 - Providing candidates and the Secretary of State with proof copies of ballots
 - Providing notice to voters in the case of precinct changes/consolidations
 - Providing election supplies and ballot containers
 - Preliminary logic and accuracy testing
 - Notifying major political parties of certified precinct Inspector appointments (Federal and State elections only)
- E. Resolution designating Assistant City Manager Mark Clemence, Director of Public Services Scott Zielinski, Planning Director Nick Dupuis, Assistant Building Official Mike Morad, Director of Engineering Melissa Coatta, Director of IT Eric Brunk and Acting Fire Chief Matt Bartalino as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Clinton Baller, Commissioner Katie Schafer, Commissioner Andrew Haig, Commissioner Brad Host, Commissioner Anthony Long, and Commissioner Jason Emerine, to conduct the Public Accuracy Test on Tuesday, September 30, 2025 at 9:00 a.m. in room 205 to test the electronic tabulating equipment which will be used to count votes at Birmingham precincts during the November 4, 2025 local election.
- F. Resolution to approve the purchase of a Wolverine Freightliner, Single Axle, per the Rochester Hills Co-op RFP-RH-20-023 contract, in an amount not to exceed \$268,607.00, upon the completion of a signed contract by Wolverine Freightliner. 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 25-26 Auto Equipment Fund account #661.0-441.006.971.0100.

- G. Resolution to approve the purchase of a Wolverine Freightliner, Tandem Axle, per the Rochester Hills Co-op RFP-RH-20-023 contract, in an amount not to exceed \$277,672.00, upon the completion of a signed contract by Wolverine Freightliner. 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 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.
- H. Resolution to appropriate and amend the 2025-2026 Information Technology budget as follows to fund the City's print management equipment and management:

Revenues:

636.0-000.000-400.0000	Draw from Fund Balance	\$35,841.59
------------------------	------------------------	-------------

Expenditures:

636.0-228.000-742.0000	Computer Software	\$35,841.59
------------------------	-------------------	-------------

- I. Resolution to approve the contract for 2025-26 handwork pavement markings with Royalty Pavement Markings in the amount of \$277,092.50; further to approve the contract for 2025-26 long/center lines with PK Contracting, Inc. for \$18,350.00; and further to fund both contracts from account 202.0-316.000-937.0200. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City.
- J. Resolution to approve an amendment to the 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program #10-22 (SW) for the 2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25 (SW) in the amount not to exceed of \$320,000.00. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City.

VI. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's [website bhamgov.org/manager](http://bhamgov.org/manager).

- A. July 2025 City Manager's Report

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment and Final Site Plan & Design Review (REQUEST TO POSTPONE)
1. Resolution to postpone the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor to a date certain of August 25, 2025.

- B. Resolution to appoint _____ as the City of Birmingham's official voting delegate and _____ as the alternate delegate, for the Michigan Municipal League Annual Meeting to be held in Grand Rapids, Michigan on September 17, 2025.
- C. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Nicole Stone v City of Birmingham, et al*, Oakland County Circuit Court Case No.: 2024-208376-NZ, Honorable David M. Cohen, and to discuss two (2) written attorney/client privilege communications pursuant to MCL § 15.268, Sec.8(1)(h) of the Open Meetings Act.

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

- D. 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.
- E. Commission discussion on items from a prior meeting.
 - 1. The use of public property adjacent to storefronts

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding trees
- B. Communication regarding trucks on Melton
- C. Communication regarding the Community and Senior Center

XI. REPORTS

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

INFORMATION ONLY

XII. 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) 644-3405 (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](tel:(248)530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

NOTICE OF INTENTION TO APPOINT TO THE MUSEUM BOARD

At the regular meeting of Monday, July 28, 2025, the Birmingham City Commission intends to appoint two regular members, one City Manager appointee/business owner, to the Museum Board to serve a three-year term to expire July 5, 2028, and one regular member to serve the remainder of a three-year term to expire July 5, 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 23, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Shall be qualified electors of the City.
Judith Keefer	11-year resident and member of the Birmingham Historical Society who has served on the board since 2016.
Kamala Cummings	4-year resident and member of the Birmingham Special Events Committee.

SUGGESTED ACTION:

To concur with the City Manager's appointment of Kamala Cummings to the Museum Board, as a regular member who is a business owner, to serve a three-year term to expire July 5, 2028.

To appoint _____ as a regular member to the Museum Board to serve a three-year term to expire July 5, 2028.

To appoint _____ as a regular member to serve the remainder of a three-year term to expire July 5, 2027.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#65]

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Sat, May 3, 2025 at 12:59 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Museum
Specific Category/Vacancy on Board (see below)	Renew position
Name	Judith Keefer
Residential Address	 506 E Lincoln St Birmingham , Mi 48009 United States
Phone Number *	(248) 249-0996
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	jlek2014@gmail.com
Length of Residence	11 years
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	For some years I've been a member of our museum board. We've made exceptional strides in ours goals to connect with our community and be relevant to our citizens as well as communities across the nation. It would be my privilege to continue on the board.
List your related employment experience	Antiques dealer for 30 years.
List your related community activities	NEXT
List your related educational experience	Graduate degrees in early childhood from U of M
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

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 available 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.

Applications must be submitted to the city clerk's office at or before noon on the Wednesday prior to the City Commission meeting.

Board/Committee of Interest**Specific Category/Vacancy on Board (see below)****Name**

Kamala	Cummings
First	Last

Residential Address
Street Address
Address Line 2

Birmingham	MI
City	State / Province / Region

48009	United States
Postal / Zip Code	Country

Business Address
Street Address
Address Line 2**3A**

City

State / Province / Region

Birmingham MI

Oakland

Postal / Zip Code

48009

Country

Phone Number *

248 - 444 - 8230

####

Email

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

discovernewtravel@comcast.net

Length of Residence

4 years

Occupation

Luxury Travel Curator

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

Having traveled the world focusing on Cultural and the "arts", I look forward to sharing my experiences for future guests and visitors. Community is also very important to me.

List your related employment experience

Luxury Travel Curator
Luxury Concierge Services

List your related community activities

Member — Birmingham Special Events Committee.

List your related educational experience

All "hands on" experiences through my personal and professional travels.

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

Please consult the criteria required to be a member of each city board or committee. Fill in the criteria you meet in the "Specific Category/Vacancy on Board" on the application. If you are applying for a spot as an alternate member, you must still meet at least one of the criteria. Please contact the Clerk's Office, at 248-530-1880 or clerk@bhamgov.org with any questions.

ADVISORY PARKING COMMITTEE

- Building owner within the parking assessment district
- Restaurant owner within the parking assessment district
- Representative of a professional firm within the parking assessment district

ARCHITECTURAL REVIEW COMMITTEE

- Licensed architect and resident of Birmingham

CABLECASTING BOARD

- Resident of Birmingham

ALTERNATE HEARING OFFICER

- Resident of Birmingham with legal, administrative or other qualifications that will aid in the performance of the duties



MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

Eight Members: Six are electors and appointed by city commission

One member is an Alternate

One is owner of a business and appointed by the city manager

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ableson	Michael	(313) 720-4839	8/12/2024	7/5/2026
584 Tootin Lane		<i>mableson@sbcglobal.net</i>	Regular member/BHS	
Barrett	Kristy Hull	248-504-1981	7/10/2023	7/6/2026
915 Harmon		<i>kristybarrett1@yahoo.com</i>	alternate	
Harris	Alexandra	(248) 686-4077	6/26/2023	7/6/2026
2600 Buckingham		<i>akharrisart@gmail.com</i>	Regular member/BHS	

BIRMINGHAM MUSEUM, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hughes 915 Kennesaw	Patrick J	(248)417-0470 <i>phughes@brickstory.com</i>	9/23/2019 City manager appointee/business owner	7/5/2025
Keefer 505 E. Lincoln #4	Judith	(248)249-0996 <i>jlwk2014@gmail.com</i>	7/11/2016 Regular member/BHS	7/5/2025
Kirkman 1031 Knox St	Eva	(586) 945-6549 <i>eva.m.kirkman@gmail.com</i>	7/8/2024 Regular member	7/6/2027
Logue 2010 Buckingham	Marty	(248) 649-4921 <i>gtfieros@comcast.net</i>	6/26/2023 Regular member/BHS	7/6/2026
Vacant	2/7/2025		Regular member/BHS	7/5/2027
Wisecup	Mercy		2/10/2025 Student	12/31/2025

BIRMINGHAM MUSEUM, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

Year: 2025

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																	
Marty Logue	P	P	P	P	CP	P									5	0	100%
Judith Keefer	P	A	A	A	CP	P									2	3	40%
Pat Hughes	A	P	A	A	CA	A									1	5	17%
Mike Ableson	P	P	P	P	CP	P									5	0	100%
Bev Erickson	A	P	P	NA	NA	NA									2	1	67%
Eva Kirkman	A	P	P	A	CA	A									2	4	33%
Alexandria Harris	P	A	P	P	CA	P									4	2	67%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Kristy Barrett	P	P	P	P	CA	P									5	1	83%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	6	6	4	3	5	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

Year: 2024

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																	
Marty Logue	P	P	P	P	P	P	P	NM	P	NM	P	P			10	0	100%
Judith Keefer	P	A	A	A	P	P	A	NM	P	NM	P	P			6	4	60%
Pat Hughes	A	A	P	A	A	P	A	NM	P	NM	P	P			5	5	50%
Jay Shell	A	P	P	P	A	P	NA	NA	NA	NA	NA	NA			4	2	67%
Bev Erickson	P	A	P	A	A	A	P	NM	A	NM	P	A			4	6	40%
Caroline Ashleigh	A	A	A	A	NA	NA	NA	NA	NA	NA	NA	NA			0	4	0%
Alexandra Harris	P	P	P	P	P	A	P	NM	P	NM	P	P			9	1	90%
Mike Ableson	NA	NA	NA	NA	NA	NA	NA	NM	P	NM	A	P			2	1	67%
Eva Kirkman	NA	NA	NA	NA	NA	NA	P	NM	P	NM	A	P			3	1	75%
ALTERNATES																	
Kristy Barrett	P	P	P	P	P	P	P	NM	P	NM	A	P			9	1	90%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	4	6	4	4	5	5	0	7	0	5	7	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum 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																	
Marty Logue	P	P	P	NM	P	P	P	P	P	P	P	P			11	0	100%
Judith Keefer	P	A	P	NM	A	A	A	P	P	P	A	P			6	5	55%
Pat Hughes	A	P	A	NM	P	A	A	A	A	P	P	A			4	7	36%
Jay Shell	P	P	A	NM	P	P	A	P	P	P	P	P			9	2	82%
Bev Erickson	P	P	P	NM	P	P	P	A	P	A	P	P			9	2	82%
Kristy Barrett	P	A	P	NM	P	P	NA	NA	NA	NA	NA	NA			4	1	80%
Alexandra Harris	P	P	P	NM	P	P	P	P	P	P	P	P			11	0	100%
Caroline Ashleigh	NA	NA	NA	NM	NA	NA	P	P	P	P	A	P			5	1	83%
Reserved															0	0	#DIV/0!
ALTERNATES																	
Caroline Ashleigh	P	P	P	NM	P	P	NA	NA	NA	NA	NA	NA			5	0	100%
Kristy Barrett	NA	NA	NA	NA	NA	NA	NA	A	A	P	A	P			2	3	40%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	6	6	0	7	6	4	5	6	7	5	7	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

ARTICLE II. - MUSEUM BOARD

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2005, adopted January 25, 2010, amended article II in its entirety to read as herein set out.

Formerly, article II pertained to the historical board, and derived from the Code of 1963, §§ 1.201—1.210, and Ord. No. 1719, adopted December 20, 1999.

Cross reference— Boards and commissions, § 2-171 et seq.

Sec. 62-26. - Establishment; composition.

- (a) There is hereby established the museum board for the city which shall consist of seven members who shall serve without compensation. Six of the members shall be appointed by the city commission and shall be qualified city electors. One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident). A majority of the members of the museum board shall also be members of the Birmingham Historical Society.
- (b) In addition to the seven members of the museum board, the city commission shall appoint one alternate member to serve a term of three years, who shall be a qualified city elector.

(Ord. No. 2005, 1-25-10; Ord. No. 2349, 7-20-20)

Sec. 62-27. - 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. Members of the museum board shall hold office at the pleasure of the city commission. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(Ord. No. 2005, 1-25-10)

Sec. 62-28. - Organization.

The museum board shall elect a chairman from its membership annually at its first meeting after the first Monday of July. The city clerk shall be a nonvoting ex officio member of the museum board and shall serve as its secretary; and the city treasurer shall be a nonvoting ex officio member of the museum board and shall serve as its treasurer.

(Ord. No. 2005, 1-25-10)

Sec. 62-29. - Meetings.

The museum 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 museum board. Special meetings may be called by the secretary on the written request of the chairman or any three members of the museum board on at least two days' notice. The museum board shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The museum board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-30. - Expenditures.

The museum board shall have the power to expend such funds as may from time to time be appropriated to it by the city commission or otherwise received by it for the purpose of carrying out the powers and duties of the museum board. An account of all its receipts and expenditures shall be maintained which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-31. - Powers and duties.

- (a) Mission statement. The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham's historical and cultural legacy through preservation and interpretation of its ongoing story.
- (b) In general, it shall be the duty of the museum board to:
 - (1) Collect, arrange, catalogue and preserve historical material including books, pamphlets, maps, charts, manuscripts, papers, records and archives, paintings, statuary and other objects and materials relating to the history of the city and the surrounding area;
 - (2) Procure and preserve narratives of the residents of such area;
 - (3) Collect material of every description relative to the history, and culture of our Oakland County Native American tribes;
 - (4) Collect, prepare and display objects indicative of the life, customs, dress and resources of the residents of this area; and
 - (5) Make available from time to time source materials and historical studies relative to and illustrative of the history of the area.
- (c) The museum board shall have the power, with the assistance of all city public officials, to collect from the public offices in the city reproductions of any records, files, documents, books and

papers which, in the opinion of the museum board are of historical value.

(d) The museum board shall have the power to develop, operate and maintain the 1928 Allen House, 1822 John West Hunter House and John West Hunter Memorial Park, as part of the Birmingham Museum, as a museum and to serve as an advisory authority exercising control and management over this cultural resource.

(e) The museum board shall have the power to raise funds for the exercise of its powers and duties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-32. - Executive director.

There shall be an executive director who shall be an employee of the city. The executive director shall, among other duties as established by the museum board, operate and manage the museum. The executive director shall report to the museum board and shall be appointed, removed and supervised by the city manager. The executive director shall attend all meetings of the museum board.

(Ord. No. 2005, 1-25-10)

Sec. 62-33. - Reports.

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

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-34. - Budget.

The executive director, on behalf of the museum board, will submit a complete itemized budget for the ensuing fiscal year to the city manager based on guidelines established in the city budgetary process.

(Ord. No. 2005, 1-25-10)

Sec. 62-35. - Protection of property.

No person shall take, use, or occupy any property under the control of the museum board except in accordance with such rules and regulations governing such as may from time to time be prescribed by the museum board.

(Ord. No. 2005, 1-25-10)

Secs. 62-36—62-55. - Reserved.

NOTICE OF INTENTION TO APPOINT TO THE BOARD OF REVIEW

At the regular meeting of Monday, July 28, 2025 the Birmingham City Commission intends to appoint one alternate member to the Board of Review to serve the remainder of a three-year term to expire December 31, 2025.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 23, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Board members are paid \$110 per diem.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members must be property owners and registered electors of the City of Birmingham.
William Watkinson	30-year resident and Magistrate for the State of Michigan.

SUGGESTED ACTION:

To appoint _____ to the Board of Review as an alternate member to serve the remainder of a three-year term to expire December 31, 2025.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#74]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Sun, Jul 13, 2025 at 6:04 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Review
Specific Category/Vacancy on Board (see below)	Resident of Birmingham and Property Owner
Name	William Watkinson
Residential Address	 1142 Maryland Birmingham , MI 48009 United States
Business Address	 3044 West Grand Boulevard Suite 3-700 Detroit , MI 48202 United States
Phone Number *	(248) 219-5392
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	wwatk3000@comcast.net
Length of Residence	30 Years
Occupation	Magistrate/Attorney
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I have been a licensed attorney for over 30 years. My analytical skills gained from my experience will be helpful to resolve the disputes handled by the Board of Review.
List your related employment experience	I currently work as a Magistrate for the State of Michigan. As a Magistrate I conduct formal hearings and make findings of fact and apply the appropriate statutes. These skills are similar to the tasks of the Board of Review.
List your related community activities	School volunteer.
List your related educational experience	BA from the College of William & Mary and a JD/law degree from Case Western Reserve University.
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	No.

**compensation or financial benefit? If yes,
please explain.**

**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.



BOARD OF REVIEW

City Charter – Chapter III, Section 14

Terms: Three Years

Members: Members must be property owners and electors of the City of Birmingham

Appointed by the City Commission

The Board of Review hear appeals from property owners regarding their assessments. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Devereaux 1019 Rivenoak	Kathleen	(248) 840-5310 <i>kddevereaux@wowway.com</i>	2/22/2016	12/31/2025
Di Placido 726 Lakeside Dr.	Guy	(248) 644-1708	1/10/1994	12/31/2026
Killelea 1608 Washington	Michael	(832) 368-6005 <i>killelea@comcast.net</i>	12/16/2024 Regular Member	12/31/2027
Neville 117 Villa Road	Philip	(248) 467-9518 <i>PNEVILLE1@GMAIL.COM</i>	3/10/2025 Alternate	12/31/2026
Oberoi 295 S Cranbrook Road	Aditya	(646) 257-9949 <i>aditya.oberoi@gmail.com</i>	5/6/2024 Regular Member	12/31/2025

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Pennock 700 Larchela Drive	Rich	(248) 631-6445 <i>rich_pennock@att.net</i>	3/18/2024 Regular Member	12/31/2026
Stress 784 Westchester Way	Jill	(586) 246-6700 <i>jill.stress@yahoo.com</i>	2/13/2017	12/31/2025
VACANT			Alternate	12/31/2025

- (a) *Appointment; term.* The city commission shall appoint a board of review for the city. Members of the board of review shall be property tax payers and electors in the city and shall serve for terms of three years. Each member of the board of review shall qualify by taking the constitutional oath of office within ten days after appointment. Each member shall attend at least one state board of review update educational seminar annually, prior to the organizational meeting provided for in subsection (d)(1). The city commission may fill any vacancy that occurs in the membership of the board of review. Except as otherwise provided in this division, the duties and responsibilities of the board of review shall be carried out by the entire membership and a majority of the membership constitutes a quorum for such purposes. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve as a regular or alternate member or to fill any vacancy.
- (b) *Number of boards and members.* The city commission may appoint three or six property taxpayers and electors of the city, who shall constitute a board of review for the city. If six members are appointed, the membership of the board of review shall be divided into board of review committees consisting of three members each for the purposes of hearing and deciding issues protested by taxpayers. Two of the three members of a board of review committee constitute a quorum for the transaction of the business of the committee. All meetings of the members of the board of review and committees shall be held during the same hours of the day and at the same location. A majority of the entire board of review membership shall indorse the assessment roll.
- (c) *Alternate members.* The city commission may appoint not more than two alternate members for the same term as the regular members of the board of review. Each alternate member shall be a property taxpayer and elector of the city. Alternate members shall qualify by taking the constitutional oath of office within ten days after appointment. Each alternate member shall attend at least one state board of review update educational seminar annually, prior to the organizational meeting provided for in subsection (d)(1) below. The city commission may fill any vacancy that occurs in the alternate membership of the board of review. A member of the city commission is not eligible to serve as an alternate member or to fill any vacancy. An alternate member may be called to perform the duties of a regular member of the board of review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision on issues protested in which a regular member has abstained for reasons of conflict of interest.
- (d) *Meetings.*
 - (1) *Organizational meeting.* The board of review shall hold an organizational meeting on the Tuesday following the first Monday in March of each year.

- (2) *Starting and subsequent meetings.* The board of review starting date shall be the second Monday in March. This meeting shall not start earlier than 9:00 a.m. and not later than 3:00 p.m., and shall last for not less than six hours. The board of review shall also meet for not less than six hours during the remainder of that week. Persons or agents who have properly appeared to file a protest before the board of review at a scheduled meeting or at a scheduled appointment as required in this division shall be afforded an opportunity to be heard by the board of review. The board of review shall hold at least three hours of its required sessions for review of assessment rolls after 6:00 p.m. during the week of the second Monday in March.
- (3) *Final meeting.* The board of review shall schedule a final meeting after the board of review makes a change in the assessed value or tentative taxable value of property or adds property to the assessment roll.
- (4) *July and December meetings.* The board of review shall hold a special meeting during the week of the third Monday in July and during the week of the second Monday in December of the tax year at issue. The board of review shall address and take actions on only those matters permitted by statute for these meetings.

(Ord. No. 1981, 1-26-09)

Sec. 2-197. - Completion of review.

The city assessment roll and the final review thereof shall be completed not later than the first Monday in April of each year.

(Ord. No. 1981, 1-26-09)

Sec. 2-198. - Protests to board of review.

- (a) Protests to the board of review may be made in person in accordance with this section. Additionally, the board of review shall permit both resident and nonresident taxpayers to protest to the board of review in writing, without the necessity of a personal appearance by the taxpayer or the taxpayer's representative, provided such written protest is received on or before the last date and time indicated on the assessment notice, or such later date as the board of review may specify.
- (b) The board of review shall accept appointments from taxpayers or their representatives to appear and protest in person from the date assessment change notices are sent by the city, through the last date and time listed on the assessment notice of the tax year at issue, or such later date as the board of review may specify.
- (c)

Before hearing or considering a protest, whether made in person or in writing, by a person or representative other than the taxpayer of record, an original letter of authority, signed and dated by the taxpayer of record, shall be submitted authorizing such person or representative to protest to the board of review on the taxpayer's behalf. This requirement shall be stated on the city's assessment change notices. Faxed or emailed appeals or letters of authority shall not be accepted.

- (d) All protests to the board of review shall be made in compliance with state law.
- (e) Each person who makes a request, protest or application to the board of review for the correction of the assessed value or tentative taxable value of the person's property shall be notified in writing of the board of review's action on the request, protest, or application, of the state equalized valuation or tentative taxable value of the property, and of information regarding the right to further appeal to the tax tribunal including, but not limited to, a statement of the right to appeal to the tax tribunal, the address of the tax tribunal, and the final date for filing an appeal with the tax tribunal. Said notice shall be sent not later than the first Monday in June.

(Ord. No. 1981, 1-26-09)

NOTICE OF INTENTION TO APPOINT TO THE HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, July 28, 2025 the Birmingham City Commission intends to appoint three regular members to the Historic District Study Committee to serve three-year terms to expire June 25, 2028.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, July 23, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Committee Duties

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 Historic District Study 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.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members shall have a clearly demonstrated interest in or knowledge of historic preservation.
Margie Duncan	33-year resident with a BA in history and an MA in education currently working as a realtor.
Jenny Roush	35-year resident with a BFA in Historic Preservation and the Friends of the Birmingham Museum newsletter editor who works as an interior designer.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2028.

To appoint _____ as a regular member to the Historic District Study Committee to serve a three-year term to expire June 25, 2028.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#72]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org>

Thu, Jun 26, 2025 at 5:22 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Historic District Study Committee
Specific Category/Vacancy on Board (see below)	Member, resident
Name	Margie Duncan
Residential Address	 540 Lakeview Birmingham, Mi 48009 United States
Business Address	 442 South Old Woodward Birmingham , Mi 48009
Phone Number *	(248) 752-8118
Email	margieduncanhomes@gmail.com
By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	
Length of Residence	33 years
Occupation	Realtor
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I am a longtime Birmingham resident. I have been a Realtor for 29 years with an office in Birmingham. I have a BA in history, an MA in education, and taught US history for several years after college. I love Birmingham and I love history.
List your related employment experience	I have listed and sold real in Birmingham for 29 years. My previous career was teaching history.
List your related community activities	I have not been on any city committees. My city hall experience includes attending multiple meetings of the council and with engineers when I worked hard with a small dedicated group to get curbs and sewers on Lakeview. It took us four years, but we got the job done.
List your related educational experience	BS in History MA in Education Real Estate Salesperson License Real Estate Brokers License Luxury Home Certification Home Staging Certification
To the best of your knowledge, do you or a member of your immediate family have any	None

3C

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.

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

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.bhamov.org/boardsopportunities. Applications must be submitted to the city clerk's office at or before noon on the Wednesday prior to the City Commission meeting.

(Please print clearly)

Board/Committee of Interest Historic District Study Comm.

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

Name Jenny Koush

Phone 248 736 2801

Residential Address 2010 Buckingham

Email * jennykoush@comcast.net

Residential City, Zip Birmingham, MI 48009

Length of Residence 20+7 = 35

Business Address _____

Occupation Interior Design

Business City, Zip _____

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

Have served many years on this board at two different times, good knowledge of Birmingham history

List your related employment experience Former Birmingham Museum Employee

List your related community activities Friends of Birmingham Museum Newsletter Editor

List your related educational experience BFA in Historic Preservation
Interior Design

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 Jenny Koush

Date 6/30/25

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

*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

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
Barta	Katherine	(810) 691-9424 <i>barta.katie@gmail.com</i>	2/5/2024	6/25/2026
397 S Cranbrook Road				
German	Jacob	(734) 934-9051 <i>jake@dunaskiss.biz</i>	1/14/2019	6/25/2027
475 S. Adams #18				
Vacant				6/25/2028
Morna	Sean	(248) 990-7242 <i>moran@oakland.edu</i>	10/7/2024	6/25/2027
824 Colonial Ct				

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Vacant				6/25/2028
Roush 2010 Buckingham	Jennifer	(248)736-2801 <i>jennygwtw@comcast.net</i>	8/10/2020	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	6/25/2026

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: HISTORIC DISTRICT STUDY COMMITTEE Year: 2024

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																	
Jake German	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
Thomas Loafman	NM	NM	NM	NM	NM	NM	NM	A	A	NM	NM	NM			0	2	0%
Colleen McGough	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
Andrea Prena	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
Jennifer Roush	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
Michael Xenos	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
Katherine Barta	NM	NM	NM	NM	NM	NM	NM	P	P	NM	NM	NM			2	0	100%
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	6	6	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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: HISTORIC DISTRICT STUDY COMMITTEE 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			3/21			6/20			9/26								
Jake German	NM	NM	P	NM	NM	CA	NM	NM	P	NM	NM	NM	NM	NM	2	1	67%
Thomas Loafman	NM	NM	P	NM	NM	CP	NM	NM	P	NM	NM	NM	NM	NM	2	0	100%
Colleen McGough	NM	NM	A	NM	NM	CA	NM	NM	P	NM	NM	NM	NM	NM	1	2	33%
Andrea Prena	NM	NM	P	NM	NM	CA	NM	NM	P	NM	NM	NM	NM	NM	2	1	67%
Jennifer Roush	NM	NM	P	NM	NM	CP	NM	NM	P	NM	NM	NM	NM	NM	2	0	100%
Michael Xenos	NM	NM	P	NM	NM	CP	NM	NM	A	NM	NM	NM	NM	NM	1	1	50%
Katherine Barta	NM	NM	NA	NM	NM	NA	NM	NM	NA	NM	NM	NM	NM	NM	0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
TOTAL	0	0	5	0	0	0	0	0	5	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

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	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS		2/10		4/26							11/22				
Paul Beshouri	NM	A	NM	A	NM	NM	NM	NM	NM	NM	NA	NM	0	2	0%
Jacob German	NM	P	NM	P	NM	NM	NM	NM	NM	NM	P	NM	3	0	100%
Colleen McGough	NM	A	NM	P	NM	NM	NM	NM	NM	NM	P	NM	2	1	67%
Michael Xenos	NM	P	NM	P	NM	NM	NM	NM	NM	NM	P	NM	3	0	100%
Jennifer Roush	NM	P	NM	P	NM	NM	NM	NM	NM	NM	P	NM	3	0	100%
Joy Cantor	NM	P	NM	P	NM	NM	NM	NM	NM	NM	A	NM	2	1	67%
Thomas Loafman	NM	P	NM	P	NM	NM	NM	NM	NM	NM	A	NM	2	1	67%
Andrea Prena	NA	NA	NA	NA	NA	NM	NM	NM	NM	NM	A	NM	0	1	0%
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	4	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

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.

-
- (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)



MEMORANDUM

City Clerk's Office

DATE: July 24, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Staff Introduction – Election Coordinator Kelda London MiPMC

We are thrilled to announce a valuable addition to our Clerks Office team. Please join us in welcoming Kelda London, MiPMC as our Election Coordinator. Kelda brings a wealth of knowledge having over 25 years of municipal government experience, along with a genuine passion for public service.

Ms. London is a certified Michigan Professional Municipal Clerk with the Michigan Association of Municipal Clerks and is currently working to obtain her Certified Municipal Clerk designation. She is eager to contribute her energy and expertise to Birmingham's Clerk's Office helping us streamline processes and ensure a pleasant election experience for our residents.

As our new Election Coordinator, Ms. London will be responsible for a range of essential duties, including all voter registration record keeping, managing and processing of absent voter applications, coordinating and preparing for all election duties, as well as assisting in all other Clerk's office functions.

Let us extend a warm welcome to Ms. London and offer our support as she settles into her new role. We are confident that her talents and commitment will make a significant positive impact in the Clerk's Office and throughout the community.

Birmingham City Commission Minutes
July 14, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1101319145>

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
Commissioner Emerine
Commissioner Haig
Commissioner Host
Commissioner Long

Absent: MPT Baller
Commissioner Schafer

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, City Attorney Gaudenzi, Police Captain Wald, Department of Public Services Director Zielinski

07-223-25 Temporary Mayor Pro Tem

MOTION: Motion by Emerine:
To appoint Commissioner Anthony Long to be Mayor Pro Tem.

VOICE VOTE

Ayes: Emerine, Haig, Host, Longe, Long
Nays: None

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

Announcements

Proclamation recognizing July as Parks and Recreation Month

Appointments

07-224-25 Multi-Modal Transportation Board

Josh Dobrowitsky was interviewed for the appointment.

MOTION: Motion by Haig:
To appoint Josh Dobrowitsky as a regular member to the Multi-Modal Transportation Board to serve a three-year term to expire March 24, 2028.

VOICE VOTE

Ayes: Emerine, Haig, Host, Longe, Long
Nays: None

Isabella Mikhail was interviewed for appointment to the Ethics Board. The Commission indicated that Ms. Mikhail might be better suited to another City board, and no appointment to the Ethics Board was made.

CC Bingham swore in Mr. Dobrowitsky.

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

David Bloom commented regarding negotiations between Baldwin Public Library and the City administration.

V. CONSENT AGENDA

07-225-25 Consent Agenda

MOTION: Motion by Long, seconded by Haig:
To move the consent agenda with the exceptions of Items B, G, and J.

ROLL CALL VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

- A. Resolution to approve the Joint City Commission and Planning Board meeting minutes of June 16, 2025.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 26, 2025 in the amount of \$870,614.98.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 3, 2025 in the amount of \$1,072,422.16.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 9, 2025 in the amount of \$1,219,568.74.
- F. Resolution to approve a special event permit as requested by the Piety Hill Chapter, NSDAR to hold the Veterans Day 2025 Annual Wreath-Laying Ceremony on November 11, 2025 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 purchase of a John Deere Backhoe 320P, located at 56555 Pontiac Trail, New Hudson, MI 48165, per the State of Michigan MiDeal contract #240000000158, in an amount not to exceed \$149,617.61, upon the completion of a signed contract by AIS Construction Equipment Corp & John Deere. 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 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.
- I. Resolution to approve the purchase of a 2025 street sweeper from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MiDeal Contract #071B7700091, in an amount not to exceed \$302,500.00, upon the completion of signed contract by Bell Equipment. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.
- K. Resolution to approve a one-year extension to the Construction Staging Area and Construction Coordination Agreement with Markus Management Group, LLC and The Alan Group for the coordination of construction activities related to 479 S. Old Woodward on Hazel Street and S. Old Woodward and authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.
- L. Resolution to approve the purchase of 6 vehicles totaling \$304,503.00; specifically (2) 2025 Jeep Wrangler 4-door Sport Right Hand Drive for \$50,013.00 each, the total amount not to exceed \$100,026.00 from LaFontaine CDJR located at 6131 S. Pennsylvania Ave, Lansing MI 48911 through the State of Michigan Contract# MA 240000001206,

AND

To approve the purchase of (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 5 1/2' Box for \$57,246.00, (1) 2025 Ford F150 Super Crew 4x4 XLT Hybrid Pickup 6 1/2' Box for \$57,896.00, (1) 2026 Ford F250 Super Cab 4x4 XL Pickup 6 1/2' Box for \$52,977.00, and (1) 2026 Ford Escape ST-Line Hybrid All-Wheel Drive for \$36,358.00, the total amount not to exceed \$204,477.00 from Lunghamer Ford of Owosso, LLC located at 1960 E Main St Owosso, MI 48867, through the State of Michigan Contact# MA 240000001208,

AND

In addition, to authorize the Mayor and City Clerk to sign the agreements with LaFontaine CDJR and Lunghamer Ford, on behalf of the City. Funds for these purchases are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

07-226-25 Commission Meeting Minutes of June 23, 2025 (Item B)

Mayor Longe pulled Item B from the consent agenda, noting a potential correction submitted by MPT Baller.

MOTION: Motion by Longe, seconded by Host:
To move approval of the Commission meeting minutes.

VOICE VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

07-227-25 Set Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface. (Item G)

tMPT Long pulled Item G from the consent agenda, noting the topic for the public.

MOTION: Motion by Long, seconded by Host:
To set a public hearing date of August 11, 2025 to consider ordinance amendments to Article 4, Section 4.30, Open Space Standards, to add Additional Open Space Standards for single-family residential zoned properties, Article 4, Section 4.31, Open Space Standards, to modify the Paved Surface Limitations in the R1, R1A, R2 and R3 Zoning Districts, and Article 9, Section 9.02, Definitions, to modify the definition for Impervious Surface.

ROLL CALL VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

07-228-25 Cummings and Davis Stop Sign Evaluation (Item J)

tMPT Long pulled Item J. tMPT Long and Commissioner Emerine commended the Multi-Modal Transportation Board for their work on improving this intersection.

MOTION: Motion by Long, seconded by Host:
To replace the two-way yield control for east and west traffic at the intersection of Cummings Ave. & Davis Ave. with two-way stop control, as recommended by the Multi-Modal Transportation Board.

ROLL CALL VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

07-229-25 Public Hearing - 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review (REQUEST TO POSTPONE)

Mayor Longe opened the public hearing at 7:50 p.m.

CM Ecker presented the requested postponement.

Seeing no public comment, Mayor Longe closed the public hearing at 7:54 p.m.

Staff answered informational questions from the Commission.

MOTION: Motion by Haig, seconded by Long:
To postpone the Special Land Use Permit and Final Site Plan & Design Review application for 479 S. Old Woodward, to permit the modification of the approved floor plans and the issuance of a waiver for 49 off-street parking spaces pursuant to Article 3, Section 3.04 (D)(3)(a) of the Zoning Ordinance to a date certain of August 11, 2025.

Commissioner comment on the motion was as follows:

- This item would be before the Planning Board on July 23, 2025.

ROLL CALL VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

07-230-25 Willits & Bates Paving Project Contract #8-25(P) Contract Award

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

Commissioner comment was as follows:

- The cost came within 1% of the engineer's estimated cost for the project.
- It is appropriate that the City is planning to cost-compare projects with comparable work performed in other local municipalities moving forward in order to ensure that the City is receiving comparable rates.

MOTION: Motion by Long, seconded by Host:
To award the Willits & Bates Paving Project #8-25(P) to AI's Asphalt Paving Co. in the amount of \$1,020,795.50 plus a 10% construction contingency for a total of \$1,122,875.06. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all the insurance and bond requirements by AI's Asphalt Paving Co.

The fund account, fund ID, project award, 10% contingencies, and total amounts are set forth on page three of 8B of the packet.

AND

To approve the appropriation and amendment of the fiscal year 2025/2026 budget as also set forth on page three of 8B of the packet.

ROLL CALL VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

Commission Items for Future Discussion Commission Discussion On Items From A Prior Meeting

07-231-25 Tree Discussion

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

Commissioners raised the following points during discussion of the item:

- Decay that is severe enough to necessitate tree removal may not always be immediately apparent to residents.
- Having four certified arborists on staff is valuable, and DPS staff does a great job managing the City’s trees.
- Some residents maintain their own trees in order to avoid potential intervention by DTE.
- DTE has guidelines for vegetation near power lines.
- It could be beneficial to establish a tree-related board within the City. They might be able to interface with residents regarding trees, and to make suggestions regarding the City’s tree management practices.
- More than one group of residents has expressed interest in getting more involved in the City’s tree management.

MOTION: Motion by Host, seconded by Haig:

To place on the next reasonable agenda further discussion of citizen input on tree policy and procedure for public tree preservation.

Commissioner comment was as follows:

- With each tree, the City has to evaluate whether it is safe and/or fiscally responsible to try and preserve a decaying tree for what might be only a few more years.
- On occasion, small groups of neighbors will fund attempts to preserve a particular City tree for a bit longer.
- The City plants more trees than it removes annually.
- The City has updated its policy to purchase and plant larger, more mature trees than the prior policy called for. At the same time, newly-planted trees cannot be too mature in order to promote survival.
- Birmingham’s tree maintenance is well done compared to some other nearby municipalities.
- Decaying trees can cause significant risk to public safety and property.
- At the next discussion, it would be beneficial to have Parks & Forestry Specialist Wynn present, and to hear more City Manager input on the topic as well.
- This item and future related items only pertain to trees on public property.

Public Comment

Patrice Lockwood supported the occasional use of outside evaluations, any possible options for staggering tree removal, and the establishment of a tree-related board.

Rodney Lockwood commented regarding the City’s tree evaluation and removal practices, and supported the creation of a citizens’ advisory committee regarding the City’s tree practices.

VOICE VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

07-232-25 Landscaper’s Code of Conduct

The Commission agreed to table the item until all Commissioners could be present.

MOTION: Motion by Host, seconded by Long:

To table this to a reasonable meeting that we are at full force and have a robust discussion.

VOICE VOTE

Ayes: Emerine, Haig, Host, Longe, Long

Nays: None

IV. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding Wimbledon cape seal
- B. Communication regarding the naming of parks
- C. Communication regarding a community survey
- D. Communication regarding parking
- E. Communication regarding tree preservation

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Advisory Parking Committee
- B. Commissioner Comments

Commissioner Host and Mayor Longe explained how to keep pets safer during periods of extreme heat.

It was noted that if one cannot keep their hand on pavement for longer than five seconds, one should walk one’s pets on grass and should otherwise keep them in a climate-controlled environment.

Commissioner Haig recommended that the Commission begin planning ahead for the City’s longer-term economic robustness. He noted one estimate that projected a significant decline in the state’s population by 2050, and noted some closures of significant businesses in western Michigan.

The Mayor noted that Michigan and nearby states may be a climate change haven in future years.

tMPT Long reiterated his request that the mandatory left turn from Oakland Avenue onto S. Old Woodward be indicated earlier in order to increase the safety of the intersection. He noted that drivers are also becoming confused by the left turn from Willits onto S. Old Woodward, and that they are turning into the bus stop lane. He recommended that the issue be reviewed for safety improvements as well.

Commissioner Host concurred with tMPT Long.

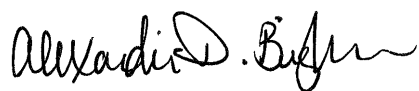
Commissioner Host noted that a Birmingham home was featured in the Wall Street Journal on June 5, 2025. Commissioner Host also stated that PD Dupuis represented himself well in a July 14, 2025 article in Crain’s Detroit Business.

- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Parking Validation Program
 - 2. Dumpster Report

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 9:33 p.m.



Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 07/17/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
304383	*	005430	21ST CENTURY MEDIA- MICHIGAN	951.50
304384	*	005430	21ST CENTURY MEDIA- MICHIGAN	192.50
304385	*	005430	21ST CENTURY MEDIA- MICHIGAN	445.50
304386	*	005430	21ST CENTURY MEDIA- MICHIGAN	445.50
304387	*	005430	21ST CENTURY MEDIA- MICHIGAN	675.50
304388	*	010083	4US PRINTING LLC	1,096.04
304389	*	006965	7UP DETROIT	214.40
304390		MISC	ANN ARBOR DISTRICT LIBRARY	16.99
304391		009202	AQUARIUM DESIGN INC	240.00
304392		000843	BAKER & TAYLOR BOOKS	1,706.11
304393	*	004465	BMI	446.00
304394	*	MISC	BOUNCING ALL AROUND	289.00
304395		003526	BOUND TREE MEDICAL, LLC	495.60
304396		006966	BRIDGESTONE GOLF, INC	348.22
304397		003907	CADILLAC ASPHALT, LLC	1,241.00
304398	*	009078	CANON SOLUTIONS AMERICA INC	241.77
304399	*	000571	CAR TRUCKING INC	65.40
304400	*	000444	CDW GOVERNMENT INC	1,096.39
304401		008243	CHARTER TOWNSHIP OF BLOOMFIELD	7,711.00
304402	*	MISC	CHRISTOPHER MITTMAN	202.50
304403		010075	COLUMBUS CANVAS PRODUCTS, INC.	1,230.50
304404		008512	COOL THREADS EMBROIDERY	752.72
304405	*	006115	CORRIGAN MOVING SYSTEMS	120.00
304406	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	81.59
304407		MISC	DANIEL SWANSON	16.50
304408	*	000179	DTE ENERGY	126.69
304409	*	000179	DTE ENERGY	706.56
304410	*	000179	DTE ENERGY	1,072.04
304411	*	000179	DTE ENERGY	78.77
304412	*	000179	DTE ENERGY	1,109.26
304413		000179	DTE ENERGY	34.85
304414	*	000179	DTE ENERGY	37.38
304415	*	000179	DTE ENERGY	38.17
304416	*	000179	DTE ENERGY	37.36
304417		000975	DUKE'S ROOT CONTROL INC.	17,155.67
304418	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
304419		007505	EAGLE LANDSCAPING & SUPPLY	176.00
304420		000493	ED RINKE CHEVROLET BUICK GMC	346.55
304421		004493	ELITE IMAGING SYSTEMS, INC	1,673.88
304422	*	010008	ELIZABETH C. CHIAPELLI, PLLC	1,125.00
304423		BDREFUND	ERIN MOSS	11,278.25
304424	*	005446	ETHNIC ARTWORK, INC	840.75

City of Birmingham
Warrant List Dated 07/17/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
304425		001495	ETNA SUPPLY	4,620.00
304426	*	009690	FAIRYTALE ENTERTAINMENT PARTYS INC	690.00
304427	*	009690	FAIRYTALE ENTERTAINMENT PARTYS INC	132.00
304428		007212	FOSTER BLUE WATER OIL	1,903.36
304429	*	009981	GEOCENTRIC LLC	13,150.00
304430	*	004604	GORDON FOOD	3,170.96
304431	*	000245	GREAT LAKES POPCORN CO	365.75
304432		000726	GUARDIAN ALARM	250.00
304433		006346	HARRELL'S LLC	5,282.25
304434		007339	HIGHEST HONOR, INC	182.50
304435	*	001956	HOME DEPOT CREDIT SERVICES	1,366.11
304436		009910	IDI	148.50
304437		009259	IHEART MEDIA	2,614.98
304437	*	009259	IHEART MEDIA	3,000.00
304438	*	009551	INTERMEDIA. NET INC	772.64
304439		000342	INTERSTATE BATTERIES OF SE MICH	474.68
304440		000344	J.T. EXPRESS, LTD.	3,813.92
304441		004088	KGM DISTRIBUTORS INC	960.00
304442		006043	LANDSCAPE STRUCTURES INC	66.93
304443	*	009451	LIFESTYLE PUBLICATIONS LLC	1,250.00
304444	*	009626	MICHELLE FRANCIS	140.00
304445		009375	LITHIA MOTORS, INC SUPPORT SERVICES	545.05
304446	*	MISC	MARIA WOODWARD	202.00
304447	*	009693	DEVAR + THE DETROITERS	300.00
304448	*	009085	MGSE SECURITY LLC	630.00
304449		000639	MICHIGAN LIBRARY ASSN	3,395.00
304450	*	009047	ROBERT MONTELEONE	200.00
304451	*	008519	OAKLAND COUNTY MOMS	3,250.00
304452	*	009827	PARKER TECHNOLOGY, LLC	5,872.46
304453		BDREFUND	PECORARO, JOSEPH	60.00
304454		BLREFUND	PETER MAWALLA	500.00
304455	*	008323	JOHN PETERS	200.00
304456		009852	PINS AND ACES	101.00
304457	*	009565	POLITICAL PRODUCTIONS	3,200.00
304458	*	009367	PRECISION PLUMBING	459.00
304459		009951	PRINTMASTERS	117.05
304459	*	009951	PRINTMASTERS	199.40
304460		004137	R & R FIRE TRUCK REPAIR INC	368.00
304461		000221	RUSSELL HARDWARE COMPANY	638.62
304462		010055	RUSSELL LANDSCAPING INC	4,000.00
304463	*	009772	RYAN KATZ	357.30
304464	*	002806	SAM'S CLUB/SYNCHRONY BANK	856.25
304465		007817	SAND SALES COMPANY LLC	3,518.40

City of Birmingham

Warrant List Dated 07/17/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
304466	*	004727	MARGARET SCHMALTZ	300.00
304467	*	009921	SEE MY LEGACY LLC	2,499.00
304468	*	009282	SEEN MEDIA GROUP	9,600.00
304469	*	010088	SHERI HUNTER	25.46
304470	*	007142	SHERWIN-WILLIAMS COMPANY	142.06
304471	*	008150	SITEIMPROVE, INC	2,903.96
304472	*	008073	SITEONE LANDSCAPE SUPPLY, INC	212.33
304473		000260	SPARTAN DISTRIBUTORS INC	417.31
304474	*	009964	STAGE2 DATA INC.	1,491.84
304475		003743	STANLEY STEEMER	717.00
304476	*	003630	SUN SHADE WINDOW TINTING INC	200.00
304477	*	007781	SWANK MOTION PICTURES, INC	815.00
304478		010038	SYNATEK, LP	4,816.25
304479		007408	T-MOBILE	821.42
304480		000286	TARGET SPECIALTY PRODUCTS	6,939.36
304481	*	009658	STEVE TAYLOR MUSIC	200.00
304482		007115	TERMINIX PROCESSING CENTER	113.06
304483		010087	TOP RAIL FENCE NORTHERN DETROIT	5,000.00
304484	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	5,740.00
304485	*	004379	TURNER SANITATION, INC	955.00
304486	*	010021	UNIQUE PONY RIDES	780.00
304487		009863	US BANK EQUIPMENT FINANCE	69.93
304488	*	007226	VALLEY CITY LINEN, INC	145.15
304489	*	000158	VERIZON WIRELESS	76.02
304490	*	000158	VERIZON WIRELESS	305.01
304491	*	009806	VFP FIRE SYSTEMS	6,200.00
304492		002416	P&W GOLF SUPPLY LLC	3,377.66
SUBTOTAL PAPER CHECK				\$192,902.75

ACH TRANSACTION

13716		003708	AIRGAS USA, LLC	465.90
13717		007622	ALLSTAR PRO GOLF	700.42
13718	*	001357	ART/DESIGN GROUP LTD	895.00
13719	*	009358	BEASLEY MEDIA GROUP, LLC	5,500.00
13720	*	000517	BEIER HOWLETT P.C.	66.00
13721	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,184,677.47
13722	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
13723		008545	JAIMI BROOK	81.04
13724		009326	CAPFINANCIAL PARTNERS, LLC	23,635.98
13725	*	009122	CLAIRE CHUNG	138.00
13726		000605	CINTAS CORPORATION	199.44
13727	*	000605	CINTAS CORPORATION	8.95
13728	*	009540	CIVICPLUS, LLC	7,547.40
13729	*	008044	CLUB PROJECT	869.00

City of Birmingham
Warrant List Dated 07/17/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13730		001750	COMERICA BANK	1,649.50
13730		001750	COMERICA BANK	313,287.42
13731		003176	COMERICA BANK - RHC	43.08
13731		003176	COMERICA BANK - RHC	16,682.00
13732		002668	CONTRACTORS CLOTHING CO	176.00
13733		009920	CORPORATE DINING CONCEPTS	279.00
13734	*	009736	DAYSMART SOFTWARE	7,991.92
13735	*	009557	ZECO, LLC	330.00
13736	*	001077	DUNCAN PARKING TECH INC	13,365.85
13737	*	009250	ERIKA BASSETT	30.00
13738	*	000213	FIRE DEFENSE EQUIP CO INC	12,230.15
13739	*	007314	FLEIS AND VANDENBRINK ENG. INC	6,409.09
13740	*	007807	G2 CONSULTING GROUP LLC	9,542.50
13741	*	001023	GABRIEL, ROEDER, SMITH & CO.	2,170.00
13742	*	000243	GRAINGER	177.38
13743	*	002023	IDEAL SHIELD	1,871.82
13744		000261	J.H. HART URBAN FORESTRY	36,266.79
13745	*	009249	JCC CREATIVE LLC	500.00
13746	*	003458	JOE'S AUTO PARTS, INC.	113.94
13747	*	004085	KONE INC	2,510.64
13748	*	005550	LEE & ASSOCIATES CO., INC.	1,130.60
13749		000795	LIBRARY DESIGN ASSOCIATES, INC.	22,720.00
13750		002013	MIDWEST TAPE	818.06
13751		009242	MILES PARTNERSHIP LLLP	225.00
13751	*	009242	MILES PARTNERSHIP LLLP	2,785.00
13752		004879	MOTOROLA SOLUTIONS INC	25,187.15
13753	*	001194	NELSON BROTHERS SEWER	149.00
13754		009276	NEWTONS SOLUTIONS LLC	800.00
13754	*	009276	NEWTONS SOLUTIONS LLC	1,500.00
13755	*	009706	NORTHSTAR MAT SERVICE	444.82
13756	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	2,322,247.04
13757	*	005688	PEGASUS ENTERTAINMENT INC	3,300.00
13758	*	000897	PRINTING SYSTEMS INC	2,803.89
13759	*	001181	ROSE PEST SOLUTIONS	1,014.00
13760	*	003785	SIGNS-N-DESIGNS INC	1,311.00
13761		005787	SOUTHEASTERN EQUIPMENT CO. INC	108.98
SUBTOTAL ACH TRANSACTION				\$4,037,074.72

City of Birmingham
Warrant List Dated 07/17/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$4,229,977.47

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



Mary Chavez
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 07/24/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
304377	*	009522	STORMWIND STUDIOS	3,180.00
304493		BDREFUND	ABOOD, JEFFREY	100.00
304495		BDREFUND	ALEXANDRIA WINDOWS & DOORS	200.00
304496	*	007033	APPLIED INNOVATION	12,639.44
304497		BDREFUND	ARANEAE INC	182.00
304498		BDREFUND	ARMANDO GIUSEPPE INC	2,500.00
304499		BDREFUND	ASSOCIATES OF 555	100.00
304500	*	006759	AT&T	50.24
304501	*	006759	AT&T	304.17
304502	*	006759	AT&T	259.68
304503	*	006759	AT&T	630.25
304504	*	006759	AT&T	72.54
304505	*	003703	AT&T MOBILITY	1,273.43
304506		BDREFUND	BABI CONSTRUCTION INC	475.00
304508		001122	BOB BARKER CO INC	394.29
304509	*	010026	BCT DESIGN GROUP	3,385.00
304510		003526	BOUND TREE MEDICAL, LLC	52.80
304511	*	007359	BRADY INDUSTRIES	203.37
304512		003907	CADILLAC ASPHALT, LLC	974.55
304513		007732	CAPITAL TIRE, INC.	584.00
304514	*	000444	CDW GOVERNMENT INC	12,822.11
304515	*	BDREFUND	COLASONTI JR, FRANK	500.00
304516	*	000627	CONSUMERS ENERGY	464.28
304517		008512	COOL THREADS EMBROIDERY	40.00
304519		BDREFUND	DE BRUIN, NATHANIEL	1,750.00
304520		BDREFUND	DOYLE W MOSHER	1,100.00
304521	*	000179	DTE ENERGY	87.23
304522	*	000179	DTE ENERGY	206.13
304523	*	000179	DTE ENERGY	1,846.07
304524	*	000179	DTE ENERGY	225.58
304525	*	000179	DTE ENERGY	1,865.80
304526	*	000179	DTE ENERGY	20.69
304527	*	000179	DTE ENERGY	559.70
304528	*	000179	DTE ENERGY	825.02
304529	*	000179	DTE ENERGY	12.16
304530	*	000180	DTE ENERGY	61,497.75
304531	*	003942	ENABLEPOINT, INC	3,465.00
304532		BDREFUND	FORTUNA CONSTRUCTION	500.00
304533	*	010017	FORTZ LEGAL SUPPORT, LLC	672.65
304535		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	600.00
304536		BDREFUND	GILBERT HOMES INC	1,400.00
304538		001531	GUNNERS METER & PARTS INC	66.00

City of Birmingham

Warrant List Dated 07/24/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
304539	*	001377	HAGOPIAN CLEANING SERVICES	350.00
304540	*	008481	HART INTERCIVIC, INC	9,920.00
304541		BDREFUND	HEALTH MARKETS	100.00
304542		BDREFUND	HELM, JUDI LEE	1,750.00
304543	*	001956	HOME DEPOT CREDIT SERVICES	1,303.34
304544		BDREFUND	HOMESTEAD CONSTRUCTION CO	1,000.00
304545		BDREFUND	HPS INVESTMENT LLC	2,500.00
304546		BDREFUND	HRH CONSTRUCTION LLC	1,000.00
304547		BDREFUND	INCAS CONSTRUCTION	100.00
304550		BDREFUND	JOHN ROGERS	1,750.00
304551		BDREFUND	KBJ GROUP LLC	2,000.00
304552		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	1,000.00
304554		BDREFUND	LIVE WELL CUSTOM HOMES LLC	1,500.00
304555		BDREFUND	LOTT, ROBERT	100.00
304556	*	008467	MAGIC BUS BAND LLC	2,600.00
304557		BDREFUND	MAINSTREET DESIGN & BUILD	1,000.00
304558		BDREFUND	MAPLEWOOD OFFICE PARK LLC	100.00
304559	*	009546	MASTERS TELECOM	64.28
304560		BDREFUND	MAZZA COMPANY CONCRETE INC	100.00
304561		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
304562		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	2,837.90
304563		001497	MICHIGAN STATE POLICE	200.00
304564		000230	MIKE SAVOIE CHEVROLET INC	385.60
304565		001169	MJ AWARDS	195.00
304566	*	001452	MONTGOMERY & SONS INC	16,847.36
304567		BDREFUND	MOSHER DOLAN	100.00
304568		BDREFUND	MULTI DRYWALL & PARTITION	100.00
304570	*	009748	NORTHSTAR PAINTING	23,078.00
304571	*	001686	OAKLAND CO CLERKS ASSOC	40.00
304572	*	001686	OAKLAND CO CLERKS ASSOC	40.00
304573	*	001686	OAKLAND CO CLERKS ASSOC	40.00
304574	*	000477	OAKLAND COUNTY	544,379.92
304575	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	498.00
304577		BDREFUND	PELLA WINDOWS & DOORS, INC.	1,000.00
304578		BDREFUND	PERSPIRE SAUNA STUDIO	1,000.00
304579		009703	PRECISE DIGITAL LLC	793.70
304580	*	009879	REBECCA VIOLASSI	3,000.00
304581		010079	RELIANT FIRE APPARATUS OF MICHIGAN	407.33
304582		000218	ROYAL OAK P.D.Q. LLC	757.00
304583		BDREFUND	SAS SERVICES INC	100.00
304584	*	006590	SECURE DOOR, LLC	165.00
304585		009587	REPCOLITE PAINTS INC	1,371.82
304586		000260	SPARTAN DISTRIBUTORS INC	244.49

City of Birmingham

Warrant List Dated 07/24/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
304588		BDREFUND	SW LUXURY HOMES	1,725.00
304589	*	010063	THE MOBILE DUELING PIANOS	1,850.00
304590		BDREFUND	TIMLIN BUILDING & DEV	50.00
304591		BDREFUND	TOWER CONSTRUCTION LLC	1,000.00
304592	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	3,300.00
304593		004379	TURNER SANITATION, INC	125.00
304593	*	004379	TURNER SANITATION, INC	540.00
304594	*	001279	US FIGURE SKATING ASSOC.	988.00
304595	*	000158	VERIZON WIRELESS	1,144.20
304596	*	000158	VERIZON WIRELESS	89.93
304597	*	000158	VERIZON WIRELESS	465.54
304598	*	000158	VERIZON WIRELESS	308.16
304600	*	000158	VERIZON WIRELESS	98.46
304601		BDREFUND	WELLINGTON CHASE HOME LLC	1,750.00
304603	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	20,550.00
304604		BDREFUND	XCELLENT HOMES LLC	500.00
304605	*	010062	ZANG BAND	1,800.00
304606	*	000309	ZEP SALES AND SERVICE	279.26
SUBTOTAL PAPER CHECK				\$780,569.22
<u>EFT TRANSFER</u>				
" "		009468	FABIANO BROTHERS, INC	150.55
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	28,685.83
" "		009470	GREAT LAKES WINE & SPIRITS	296.16
" "		009481	PREMIUM DISTRIBUTORS	525.90
" "		009469	TRI-COUNTY DISTRIBUTORS	282.20
SUBTOTAL EFT TRANSFER				\$29,940.64
<u>ACH TRANSACTION</u>				
13775	*	000282	APOLLO FIRE APPARATUS SALES AND SER	13,008.65
13776	*	007345	BEVERLY HILLS ACE	25.41
13777		006683	BIRMINGHAM LAWN MAINTENANCE, INC	17,583.00
13777	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	5,816.00
13778	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,251,988.24
13779	*	008983	BRENNA SANDLES	249.25
13780		000605	CINTAS CORPORATION	14.50
13781	*	000605	CINTAS CORPORATION	159.66
13782	*	009540	CIVICPLUS, LLC	21,227.40
13783		002668	CONTRACTORS CLOTHING CO	2,493.34
13784		001367	CONTRACTORS CONNECTION INC	231.75
13787	*	009557	ZECO, LLC	550.00
13788	*	001077	DUNCAN PARKING TECH INC	1,440.00
13789		000213	FIRE DEFENSE EQUIP CO INC	158.90
13790		000217	FOUR SEASON RADIATOR SERVICE INC	1,688.00

City of Birmingham
Warrant List Dated 07/24/2025

Meeting of 07/28/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13791		008293	GRAINGER, INC	112.06
13792	*	009449	BRYAN GRULKE	68.00
13794		000331	HUBBELL ROTH & CLARK INC	10,175.00
13795	*	000261	J.H. HART URBAN FORESTRY	50,378.57
13796		009298	JCR SUPPLY INC	1,483.28
13797	*	003458	JOE'S AUTO PARTS, INC.	346.28
13799	*	000891	KELLER THOMA	1,567.50
13800	*	004085	KONE INC	2,749.20
13801	*	005876	KROPF MECHANICAL SERVICE COMPANY	470.50
13802	*	005550	LEE & ASSOCIATES CO., INC.	2,820.50
13805		006812	MUNICIPAL ADVISORY COUNCIL OF MI	100.00
13806	*	004876	NATIONAL LEAGUE OF CITIES	2,190.00
13808	*	001194	NELSON BROTHERS SEWER	2,005.00
13809		007755	NETWORK SERVICES COMPANY	1,403.40
13810		001864	NOWAK & FRAUS ENGINEERS	38,488.00
13811	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	2,241,230.37
13812	*	009895	PELOTON INTERACTIVE, INC.	528.00
13813	*	006027	PENCHURA, LLC	258.00
13814		005733	POWER LINE SUPPLY	22,697.77
13815	*	009794	PRINTING SYSTEMS INC.	1,539.79
13816	*	003554	RKA PETROLEUM	20,978.88
13817	*	001181	ROSE PEST SOLUTIONS	48.00
13818	*	003785	SIGNS-N-DESIGNS INC	495.00
13819	*	001097	SOCWA	244,668.13
13820	*	009266	US SIGNAL COMPANY LLC	5,737.18
13821	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,814.31
13822		009128	WITMER PUBLIC SAFETY GROUP INC	4,714.98
SUBTOTAL ACH TRANSACTION				\$3,975,701.80
GRAND TOTAL				\$4,786,211.66

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



Mary Chavez
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

Clerk's Office

DATE: July 24, 2025

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Election Commission Delegation of Duties for the November 4, 2025 Election to the City Clerk and Authorized Assistants

INTRODUCTION:

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

BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission:

[Chapter IV. - Registrations, Nominations and Elections, Section 22. - \[Election Commission\]](#)

The city commission shall constitute the election commission for the city and shall perform all of the duties required of the city election commissions by the general laws of the state. It shall appoint the inspectors of election and fix their compensation.

The Election Officials' Manual of the Michigan Bureau of Elections (BOE) cites the duties of a City Election Commission and draws distinctions between those which must be conducted by the Election Commission and those which may be delegated to the City Clerk and her authorized assistants. The BOE recommends that the Election Commission document the delegation of its duties.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concerns with respect to the process.

FISCAL IMPACT:

n/a

SUSTAINABILITY:

n/a

DESIGN CONSIDERATIONS:

n/a

PUBLIC COMMUNICATIONS:

Information regarding this resolution will be provided along with the agenda packet on the City's website and public communication is permissible in accordance with standard commission procedure.

SUMMARY:

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

ATTACHMENTS:

- [Election Official' Manual – Michigan Bureau of Election – Chapter 1](#), Pages 8-10

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to delegate to the Birmingham City Clerk and her authorized assistants, those being the members of her staff, the following duties of the Election Commission for the November 4, 2025 election:

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



MEMORANDUM

City Clerk's Office

DATE: July 24, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Election Commission Designation of Representatives – Public Accuracy Tests for the November 4, 2025 Local Election

INTRODUCTION:

The City Commission, per the Birmingham City Charter, functions as the City's Election Commission. Pursuant to State law, the Election Commission is responsible for conducting certain election duties, including conducting and certification of the Public Accuracy Test.

BACKGROUND:

The Birmingham City Charter names the City Commission as the Election Commission in the Birmingham City Charter, [Chapter IV, §22](#), and the City Commissioners are therefore required to perform all of the duties of an election commission by the general laws of the State.

One of the responsibilities of the Election Commission is to oversee the Public Accuracy Test. Required by Michigan Election Law [MCL 168.798](#), the accuracy test is used "to determine if the electronic tabulating equipment will accurately count the votes cast for all offices". The test consists of tabulating a prescribed set of marked test ballots through a tabulator and certifying that the totals reported by the tabulator match the totals contained in the chart of predetermined results.

Pursuant to the Michigan Bureau of Elections, the City Commission may designate representatives to conduct the Public Accuracy Tests in their stead. The test would be conducted during the work day by the Clerk or a member of the Clerk's office staff, attended by the Election Commission's designated representatives, and any interested members of the public as it is conducted pursuant to the Open Meetings Act. The City Clerk and her staff are not eligible to be the designated representatives for the Public Accuracy Tests.

The Public Accuracy Test for the November 4, 2025 Local Election is scheduled for Tuesday, September 30, 2025 at 9:00 a.m. in room 205 of the Birmingham Municipal Building, 151 Martin, Birmingham.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no concerns to the process.

FISCAL IMPACT:

The Finance Director has reviewed and has no fiscal concerns.

SUSTAINABILITY:

There are no sustainability considerations related to this item.

PUBLIC COMMUNICATIONS:

As an agenda item, this topic is available for public viewing in the City Commission Agenda Packet available online at www.bhamgov.org/commissionagendas and through the City Clerk's office upon request. Public comment may be made at the City Commission Meeting.

According to Michigan election law, the date, time and location of the Public Accuracy Test must be publicly noticed at least 48 hours prior to testing date, and the City will fulfill this requirement by posting in the Oakland Press newspaper on September 20, 2025.

SUMMARY:

It is recommended that the Birmingham City Commission, acting within their duty as the Election Commission, designate City staff members to act as proxy representatives for the purpose of conducting the Public Accuracy Tests for the September 30, 2025 local election.

ATTACHMENTS:

- [MCL 168.798](#) Testing of electronic tabulating equipment
- Election Officials' Manual – Michigan Bureau of Elections – Chapter 1, Page 6

SUGGESTED COMMISSION ACTION:

To make a motion to adopt a resolution designating Assistant City Manager Mark Clemence, Director of Public Services Scott Zielinski, Planning Director Nick Dupuis, Assistant Building Official Mike Morad, Director of Engineering Melissa Coatta, Director of IT Eric Brunk and Acting Fire Chief Matt Bartalino as proxy representatives of Election Commissioners Mayor Therese Longe, Mayor Pro Tem Clinton Baller, Commissioner Katie Schafer, Commissioner Andrew Haig, Commissioner Brad Host, Commissioner Anthony Long, and Commissioner Jason Emerine, to conduct the Public Accuracy Test on Tuesday, September 30, 2025 at 9:00 a.m. in room 205 to test the electronic tabulating equipment which will be used to count votes at Birmingham precincts during the November 4, 2025 local election.



MEMORANDUM

Department of Public Services

DATE: July 23, 2025

TO: Jana L. Ecker, City Manager

FROM: Charles T. Markus, Public Services Manager
Scott D. Zielinski, DPS Director

SUBJECT: Purchase of a Wolverine Freightliner, Single Axle

INTRODUCTION:

The Department of Public Services (DPS) is requesting to purchase a new Wolverine Freightliner, Single Axle, to replace an existing heavy duty fleet vehicle. This vehicle will be used to plow snow and distribute salt to the roads. The Single Axle will also be utilized to transport snow, spoils, and aggregate to and from job sites.

BACKGROUND:

The Department of Public Service has designated vehicle #26 - a 2007 Chevy C7500 Single Axle with 7,594 hours - for replacement. The replacement rating report is included below. A new Wolverine Freightliner, Single Axle, per the Rochester Hills Co-op RFP-RH-20-023 contract, has been determined to be the appropriate replacement. DPS needs this Single Axle Wolverine Freightliner to maintain the level of service expected by our residents.

#26 – 2007 Chevy C7500

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	18
Miles/Hours	1 point each 10,000 miles of usage	30
Type of Service	Type 1 – Standard duties	5
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	3
Condition	Level 4 – Severe damage, rust, operating system, inoperable	4
Total points 28+, poor, needs priority replacement		63

The Wolverine Freightliner, Single Axle is to be purchased from Wolverine Freightliner, located 107 S. Groesbeck, Mt. Clemens, MI 48043 per the Rochester Hills Co-op RFP-RH-20-023 contract.

LEGAL REVIEW:

This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost for the Wolverine Freightliner, Single Axle is \$268,607.00. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Currently, there are no electric vehicles (EVs) or hybrid models available for purchase that will meet the department's needs.

DESIGN CONSIDERATIONS:

The Garage Foreman, Streets Sewer and Water Foreman, and Public Services Manager reviewed the specific needs of the truck and developed the package to address their specific operational needs.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on age, condition, and the intended use of our current Chevy C7500, Single Axle vehicle #26, the Department of Public Services recommends replacing current vehicle #26 with the proposed new Wolverine Freightliner, Single Axle vehicle.

ATTACHMENTS:

- Wolverine Freightliner, Single Axle Purchase Agreement
- The Wolverine Freightliner quote, which includes the specifications and warranty information.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a Wolverine Freightliner, Single Axle, per the Rochester Hills Co-op RFP-RH-20-023 contract, in an amount not to exceed \$268,607.00, upon the completion of a signed contract by Wolverine Freightliner. 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 25-26 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & WOLVERINE FREIGHTLINER

THIS AGREEMENT is entered into this 23rd day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Wolverine, whose address is 107 S. Groesbeck, Mt. Clemens, MI 48043, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to purchase a new Wolverine Freightliner, Single Axle, through a government cooperative purchasing agreement (per the Rochester Hills Co-op RFP-RH-20-023 contract), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement per the Rochester Hills Co-op RFP-RH-20-023 contract of a required Wolverine Freightliner, Singe Axle.

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 Vendor's Quotation for the Wolverine Freightliner, Single Axle dated July 10, 2025, which includes a description of and Wolverine Freightliner, Single Axle details, 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").
- 2. TERM and Ownership:** This is an outright purchase and shall have no term, and ownership of the Wolverine Freightliner Single Axle to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.
- 3. TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. 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. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** While the City acknowledges it is unlikely, 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 CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor 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: The Vendor 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 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. 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

9. 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.

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

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48009
Attn: Scott Zielinski, PE

Wolverine Frieghtliner
107 S. Groesbeck
Mt. Clemens, Michigan 48043
Attn: Alexander Lenane

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 conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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.

17. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated July 10, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on July 10, 2025 response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the 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 provided below the signature of Mayor Elaine McLain on the following page.

Wolverine Freightliner

By: 

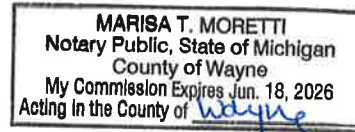
Its: SALES REPRESENTATIVE

STATE OF MICHIGAN)
) ss:

COUNTY OF OAKLAND)

On this 23rd day of July, 2025, before me personally appeared Alex Lenone, who acknowledged that with authority on behalf of Walucrine to do so he/she signed this Agreement.

Marisa T. Moretti
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 6-18-2026



CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor
On the date of: _____

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:
M. H. Ecker
for = Jana L. Ecker, City Manager
(Approved as to substance)

Scott D. Zielinski
Scott D. Zielinski, PE, Public Services Director
(Approved as to substance)

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

M. J. Chavez
Mary J. Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

07/10/2025

City of Birmingham
RE: RH Co-Op Chassis Pricing

Attn: Mr. Chad Check

The following is Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 contract.

Single Axle 39,000 GVW

Chassis Model: 108SD

Base Chassis Price:	\$84,993
2022 Model Year.....	900 Add
2023 Model Year	1,000 Add
2023 Production Surcharges.....	6,700 Add
2024 Model Year.	5,925 Add
2025 Model Year & Plus Series.....	2,250 Add
2026 Model Year.....	5,805 Add
Block Heater.....	45 Add
Under-Step RH Aftertreatment.....	842 Deduct
Tractor Package.....	638 Add
Fender Extenders.....	50 Add
Safety Package	187 Add
Power Windows/doors	219 Add
Driver's Seat 3 Chamber Upgrade	34 Add
<u>6 Pack of Switches:.....</u>	<u>208 Add</u>

CHASSIS COST: \$108,112.00

EQUIPMENT COST: \$160,495.00

COMPLETE UNIT: \$268,607.00

Alexander Lenane
Sales Representative
Wolverine Truck Group

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

July 8, 2025

City of Birmingham

851 South Eton, Birmingham, MI 48009

Attn: Chad Check, ph: (248) 789-1127

Equipment to be purchased turnkey via Alex Lenane, Wolverine Freightliner
HQ0005116

Equipment Quotation

Chassis: Single Axle, Wolverine Freightliner

Truck to be Truck #26

Install Crysteel 10' Select Dump Body including the following:

120" body length, 96" outside width and 84" inside width

50" front height, 30" side height and 38" rear height (6.5 cu yd capacity water level)

7-gauge 201 stainless steel front, sides and rear pillars

¼" AR450 floor

Construction of the sides shall include a boxed top rail

Single panel, pressed-in horizontal side braces

8" floor-to-side radius

24" wide rear pillars

6-panel tailgate design constructed of 7-gauge type 201 stainless steel

Air-operated tailgate

Tailgate finger latches and pivot plate are stainless steel construction

Crossmemberless Western-style understructure shall have 8" trapezoidal ¼" A1011 longills

½ cabshield constructed of 10-gauge type 201 stainless steel

Body prop kit on each side of the frame

Install 4-hole light wedges on rear pillars for lighting

Install Cougar model 3200 DC box vibrator on dump body

Install branch deflector for curbside tarp arms on cabshield, constructed of stainless steel

Install branch deflector for streetside tarp motor on cabshield, constructed of stainless steel

Install one (1) stainless steel fold-down ladder, side-mounted at streetside rear of dump

Install one (1) side-mounted step, front of body on driver-side and grab handle above on cabshield

Install two (2) shovel holders front of dump body, mounted curbside

Install license plate brackets in upper-left corner of tailgate

Install 10" hardwood sideboards (8.2 cu yd capacity with sideboards)

Install mudflaps in front of and behind the drive tires

Install Heated Body Design including the following:

Trapezoidal longills and floor/side radius with heated design exiting at top of rear pillars with exit covers

Heated Body Kit includes: Diverter box, spring box, air cylinder/valve & on/off switch

Chassis output wire for regen mode to disable heated dump option

Exhaust control box switch in-cab with heated box indicator light

Install Mailhot model G490-4.25-3 DA Telescopic Hoist including the following:

Greaseable rear hinge and replaceable rear stainless steel pin

Hoist is double-acting and trunnion-mounted

Install remote lube grease line kit for Mailhot hoists

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Install Roll-Rite Electric Tarp System including the following:

Aluminum tarp with tension bows and offset elbows
Aluminum wind deflector
Direct-drive motor
Heavy-duty mesh cover

Install Central Hydraulic System including the following:

Danfoss 90cc piston load-sensing pump, driven off the front of engine
Pump companion flange
12-volt low-oil shutdown block with override control
Low oil sender in tank
Spicer drive line
Danfoss valve with the following sections:
4-way EPC-controlled section for hoist DA with LS relief for down pressure
4-way EPC-controlled section for scraper DA with LS relief for down pressure
4-way EPC-controlled section for scraper swing DA
4-way EPC-controlled section for front plow DA
4-way EPC-controlled section for plow swing DA

Above valves above mounted within integral stainless steel combo tank enclosure
All necessary hoses and fittings

Install Certified Power Freedom Electric Single Joystick with console for 6-pack of switches

Install Monroe Combination Hydraulic Oil/Valve Enclosure including the following:

7-gauge type 201 unpainted stainless steel construction (mos. 00155229-B & 15570)
Valve enclosure will be installed on the driver's side of the combo tank with a lockable "T" handle latch (measuring 18" wide and behind cab)
44-gallon oil capacity, filled with 35-gallon AW32 hydraulic oil
5 PSI pressurized tank cap on hydraulic tank
3" supply port on hydraulic tank with 3" x 2" suction strainer
2" ball valve shut-off for supply line to the hydraulic pump
¾" case drain shut-off
Tank-mounted return line oil filter
Ball valve shut-offs on both supply and return lines
Low-oil sensor mounted in the top of the tank
Sight/temp indicator gauge
Tank labels
All necessary hoses and fittings
Install stainless steel step mounted on the end of the tank mounting bracket assembly

Supply Additional hydraulic oil filter

Install Monroe model QCP Loop Plow-Portion Front Hitch including the following:

Channel front bumper with tapered ends
Plow stainless steel quick couplers mounted in bumper, driver-side
4" DA lift cylinder with Socatri rod
All necessary supports and braces
Bumper cut-outs with installed front tow hooks on frame rails
Install stirrup steps on each corner of bumper
Install pressure release assembly for front plow swing, mounted behind front bumper on driver-side

Install Monroe 10' model MS4510 Underbody Scraper including the following:

1" thick x 20" high moldboard
½" thick hanger board with grease manifold brackets installed
2-½" O.D. hinge shaft

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Two heavy-duty shock absorbers
Bolt-in trunnion caps for canisters; outer arm remains bolt-on style
Two 3-½" x 10" actuating cylinders with Socatri rods
Cushion valve
1" solid circle with 5" centerpin
Centerpin is piloted into hanger board
Two 4" x 12" reversing cylinders with Socatri rods
Three hinge anchor points
Hydraulic pipes
20-½" x 7" poly hold-down blocks
Mounting hardware
Parts-installation manual
Hose kit and j-50 type relief valve
¾" solid hanger plates
Grease line kit with manifolds
Install two (2) protective covers for grease line manifolds, constructed of stainless steel
Install serrated grating step on driver-side of end scraper
Install Kennametal single-insert carbide cutting edges
Install two (2) Kennametal D-shaped carbide curbguards one each end of the moldboard
Install RayStop moldboard protection kit
Paint Orange bands at each end of moldboard

Install Custom Lighting & Electrical including the following:

Lighting:

Truck-Lite plow lights with aluminum mounting brackets
Eight (8) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:
Two (2) on chassis grille (on separate switch)
Two (2) on cabshield, front-facing
Two (2) near bottom of cabshield, one each side-facing
Two (2) side-facing, one on each side of dump, at rear end of dump
4-hole tapered stainless steel light wedge boxes mounted to rear pillar posts including:
Two (2) SoundOff LED green flashers in top holes (on separate switch)
Two (2) SoundOff LED (mo. ECVO62STT) 6" oval stop-tail and turn lights in the second holes
Two (2) SoundOff LED (mo. ECVO62B2W) 6" oval back up lights in the third holes
Two (2) SoundOff LED amber flashers in bottom holes

Two (2) Maxxima 4" LED scraper work lights mounted one each side of scraper
LED clearance marker light kit

Electrical:

Six (6) OEM programmable chassis switches wired for grille flashers, amber flashers, green flashers, & scraper work lights
Six (6) Certified Power switches wired for tarp in, tarp out, camera wash, camera air, vibrator & air tailgate
Additional switch in console for low oil override and indicator light for body-up
Betts junction box mounted at the rear of the dump body
All wiring to be soldered, heat-shrunk and in protective loom
Backup alarm

Install Recordable DVR Camera System including the following:

Five (5) color cameras, viewing rear, load, streetside, curbside (VBV-701C) & front-facing (IP-1000C)
VBV-770HFM 7" LCD color monitor, waterproof with built-in speaker and single/split or quadview modes
T-bolt pedestal monitor mount
Four (4) MSF5000 stainless steel camera boxes with "U" pivot bracket mount

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

NEMA enclosure and washer fluid tubing
MSF1128-15.50A camera wash with banjo remote fill
MSF8470038000A additional nozzle kits
Recordable Brigade DVR system with 32GB card
USB-type 3G and WiFi modem connector
Certified Power switches included in 6-pack for camera air and wash

Install Groeneveld EP-O Automatic Lube System including the following:

60cc pneumatic pump
Standard 4-liter reservoir
Custom-fabricated pump mount bracket to fit equipment configuration
LED indicator lights in cab area
All necessary plumbing & grease points for front & rear suspension points, kingpins, slack adjusters, s-cams, clevis pins, tie rods, drag link, spring pins, dump body, telescopic hoist & scraper

Install Steel Wood Chipper/Leaf Cap for 10' Dump Body including the following: (HQO004292)

10-gauge A1011 steel construction
Installed height to be 11' tall from ground to top of cap
One-piece design with pressed-in horizontals one on each side and one on roof
Roof with angled sides
Venting located on the roof
Lift loops at the 4 corners
Includes Leaf Tailgate with suction hole and gusset
Cap to have fork truck pockets for removal and installation 3x10 tube
Cap to bolt onto dump body through board pockets
Sandblast, primer inside & outside and painted Silver to match dump on outside

Install Rear Hitch Plate ¾" Steel with side supports including the following:

PH20 20-ton pintle hitch drilled with multiple mounting heights from ground (18" setting)
D-rings for safety chains
Tow hooks mounted at the rear outside frame rails
Remount OEM STT lights in rear hitch plate cut-outs
7-way RV flat pin electrical connector

Install Electric Brake Controller

Install 3-step egress under driver door, top step allowing fuel tank access, painted Black

Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B / 10002265)

Paint Bottom of body, body hinge, body props, rear hitch and attaching hardware Black

Minimum full 1-year warranty on parts and labor on all equipment.

Crysteel dump body include a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.

Above equipment installed, non-stainless painted pricing: \$160,495.00 ea.

Chassis requirements to be confirmed prior to order entry:

CA: 108"

Highest ground clearance

Battery box as far back as possible, 60" back of cab

Battery disconnect switch

Raised Undercab DPF and SCR with vertical tail pipe

6-gallon DEF, LH forward face 24-28" back of cab

Front of engine PTO provision

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Air tanks mounted between the frame rails
Trailer wiring to the rear for electric brake controller
30K-015 150-amp breaker
Front frame extension
Delete OEM front bumper
Low-profile 50-gallon fuel tank mounted under the driver's door, raised mounting
Stationary grille
Plow light/Headlight switch and related OEM wiring
Chassis programmable switches
Heated dump switch to be programmed off if truck is in Re-gen mode (Dealer to program)

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Birmingham

Delivery: 16-18 months ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

07/10/2025

City of Birmingham
RE: RH Co-Op Chassis Pricing

Attn: Mr. Chad Check

The following is Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 contract.

Single Axle 39,000 GVW	
Chassis Model: 108SD	
Base Chassis Price:	\$84,993
2022 Model Year.....	900 Add
2023 Model Year	1,000 Add
2023 Production Surcharges.....	6,700 Add
2024 Model Year.	5,925 Add
2025 Model Year & Plus Series.....	2,250 Add
2026 Model Year.....	5,805 Add
Block Heater.....	45 Add
Under-Step RH Aftertreatment.....	842 Deduct
Tractor Package.....	638 Add
Fender Extenders.....	50 Add
Safety Package	187 Add
Power Windows/doors	219 Add
Driver's Seat 3 Chamber Upgrade	34 Add
6 Pack of Switches:.....	208 Add

CHASSIS COST:	\$108,112.00
<u>EQUIPMENT COST:</u>	<u>\$160,495.00</u>
 COMPLETE UNIT:	 \$268,607.00

Alexander Lenane
Sales Representative
Wolverine Truck Group

July 8, 2025

City of Birmingham
851 South Eton, Birmingham, MI 48009
Attn: Chad Check, ph: (248) 789-1127
Equipment to be purchased turnkey via Alex Lenane, Wolverine Freightliner
HQ0005116

Equipment Quotation

Chassis: Single Axle, Wolverine Freightliner
Truck to be Truck #26

Install Crysteel 10' Select Dump Body including the following:

120" body length, 96" outside width and 84" inside width
50" front height, 30" side height and 38" rear height (6.5 cu yd capacity water level)
7-gauge 201 stainless steel front, sides and rear pillars
¼" AR450 floor
Construction of the sides shall include a boxed top rail
Single panel, pressed-in horizontal side braces
8" floor-to-side radius
24" wide rear pillars
6-panel tailgate design constructed of 7-gauge type 201 stainless steel
Air-operated tailgate
Tailgate finger latches and pivot plate are stainless steel construction
Crossmemberless Western-style understructure shall have 8" trapezoidal ¼" A1011 longsills
½ cabshield constructed of 10-gauge type 201 stainless steel
Body prop kit on each side of the frame
Install 4-hole light wedges on rear pillars for lighting
Install Cougar model 3200 DC box vibrator on dump body
Install branch deflector for curbside tarp arms on cabshield, constructed of stainless steel
Install branch deflector for streetside tarp motor on cabshield, constructed of stainless steel
Install one (1) stainless steel fold-down ladder, side-mounted at streetside rear of dump
Install one (1) side-mounted step, front of body on driver-side and grab handle above on cabshield
Install two (2) shovel holders front of dump body, mounted curbside
Install license plate brackets in upper-left corner of tailgate
Install 10" hardwood sideboards (8.2 cu yd capacity with sideboards)
Install mudflaps in front of and behind the drive tires

Install Heated Body Design including the following:

Trapezoidal longsills and floor/side radius with heated design exiting at top of rear pillars with exit covers
Heated Body Kit includes: Diverter box, spring box, air cylinder/valve & on/off switch
Chassis output wire for regen mode to disable heated dump option
Exhaust control box switch in-cab with heated box indicator light

Install Mailhot model G490-4.25-3 DA Telescopic Hoist including the following:

Greaseable rear hinge and replaceable rear stainless steel pin
Hoist is double-acting and trunnion-mounted
Install remote lube grease line kit for Mailhot hoists

Install Roll-Rite Electric Tarp System including the following:

Aluminum tarp with tension bows and offset elbows
Aluminum wind deflector
Direct-drive motor
Heavy-duty mesh cover

Install Central Hydraulic System including the following:

Danfoss 90cc piston load-sensing pump, driven off the front of engine
Pump companion flange
12-volt low-oil shutdown block with override control
Low oil sender in tank
Spicer drive line
Danfoss valve with the following sections:
 4-way EPC-controlled section for hoist DA with LS relief for down pressure
 4-way EPC-controlled section for scraper DA with LS relief for down pressure
 4-way EPC-controlled section for scraper swing DA
 4-way EPC-controlled section for front plow DA
 4-way EPC-controlled section for plow swing DA
Above valves above mounted within integral stainless steel combo tank enclosure
All necessary hoses and fittings

Install Certified Power Freedom Electric Single Joystick with console for 6-pack of switches

Install Monroe Combination Hydraulic Oil/Valve Enclosure including the following:

7-gauge type 201 unpainted stainless steel construction (mos. 00155229-B & 15570)
Valve enclosure will be installed on the driver's side of the combo tank with a lockable "T" handle latch (measuring 18" wide and behind cab)
44-gallon oil capacity, filled with 35-gallon AW32 hydraulic oil
5 PSI pressurized tank cap on hydraulic tank
3" supply port on hydraulic tank with 3" x 2" suction strainer
2" ball valve shut-off for supply line to the hydraulic pump
¾" case drain shut-off
Tank-mounted return line oil filter
Ball valve shut-offs on both supply and return lines
Low-oil sensor mounted in the top of the tank
Sight/temp indicator gauge
Tank labels
All necessary hoses and fittings
Install stainless steel step mounted on the end of the tank mounting bracket assembly

Supply Additional hydraulic oil filter

Install Monroe model QCP Loop Plow-Portion Front Hitch including the following:

Channel front bumper with tapered ends
Plow stainless steel quick couplers mounted in bumper, driver-side
4" DA lift cylinder with Socatri rod
All necessary supports and braces
Bumper cut-outs with installed front tow hooks on frame rails
Install stirrup steps on each corner of bumper
Install pressure release assembly for front plow swing, mounted behind front bumper on driver-side

Install Monroe 10' model MS4510 Underbody Scraper including the following:

1" thick x 20" high moldboard
½" thick hanger board with grease manifold brackets installed
2-½" O.D. hinge shaft

Two heavy-duty shock absorbers
 Bolt-in trunnion caps for canisters; outer arm remains bolt-on style
 Two 3-½" x 10" actuating cylinders with Socatri rods
 Cushion valve
 1" solid circle with 5" centerpin
 Centerpin is piloted into hanger board
 Two 4" x 12" reversing cylinders with Socatri rods
 Three hinge anchor points
 Hydraulic pipes
 20-½" x 7" poly hold-down blocks
 Mounting hardware
 Parts-installation manual
 Hose kit and j-50 type relief valve
 ¾" solid hanger plates
 Grease line kit with manifolds
 Install two (2) protective covers for grease line manifolds, constructed of stainless steel
 Install serrated grating step on driver-side of end scraper
 Install Kennametal single-insert carbide cutting edges
 Install two (2) Kennametal D-shaped carbide curbguards one each end of the moldboard
 Install RayStop moldboard protection kit
 Paint Orange bands at each end of moldboard

Install Custom Lighting & Electrical including the following:

Lighting:

Truck-Lite plow lights with aluminum mounting brackets
 Eight (8) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:
 Two (2) on chassis grille (on separate switch)
 Two (2) on cabshield, front-facing
 Two (2) near bottom of cabshield, one each side-facing
 Two (2) side-facing, one on each side of dump, at rear end of dump
 4-hole tapered stainless steel light wedge boxes mounted to rear pillar posts including:
 Two (2) SoundOff LED green flashers in top holes (on separate switch)
 Two (2) SoundOff LED (mo. ECVO62STT) 6" oval stop-tail and turn lights in the second holes
 Two (2) SoundOff LED (mo. ECVO62B2W) 6" oval back up lights in the third holes
 Two (2) SoundOff LED amber flashers in bottom holes
 Two (2) Maxxima 4" LED scraper work lights mounted one each side of scraper
 LED clearance marker light kit

Electrical:

Six (6) OEM programmable chassis switches wired for grille flashers, amber flashers, green flashers, & scraper work lights
 Six (6) Certified Power switches wired for tarp in, tarp out, camera wash, camera air, vibrator & air tailgate
 Additional switch in console for low oil override and indicator light for body-up
 Betts junction box mounted at the rear of the dump body
 All wiring to be soldered, heat-shrunk and in protective loom
 Backup alarm

Install Recordable DVR Camera System including the following:

Five (5) color cameras, viewing rear, load, streetside, curbside (VBV-701C) & front-facing (IP-1000C)
 VBV-770HFM 7" LCD color monitor, waterproof with built-in speaker and single/split or quadview modes
 T-bolt pedestal monitor mount
 Four (4) MSF5000 stainless steel camera boxes with "U" pivot bracket mount

- NEMA enclosure and washer fluid tubing
- MSF1128-15.50A camera wash with banjo remote fill
- MSF8470038000A additional nozzle kits
- Recordable Brigade DVR system with 32GB card
- USB-type 3G and WiFi modem connector
- Certified Power switches included in 6-pack for camera air and wash
- Install Groeneveld EP-0 Automatic Lube System including the following:**
 - 60cc pneumatic pump
 - Standard 4-liter reservoir
 - Custom-fabricated pump mount bracket to fit equipment configuration
 - LED indicator lights in cab area
 - All necessary plumbing & grease points for front & rear suspension points, kingpins, slack adjusters, s-cams, clevis pins, tie rods, drag link, spring pins, dump body, telescopic hoist & scraper
- Install Steel Wood Chipper/Leaf Cap for 10' Dump Body including the following: (HQ0004292)**
 - 10-gauge A1011 steel construction
 - Installed height to be 11' tall from ground to top of cap
 - One-piece design with pressed-in horizontals one on each side and one on roof
 - Roof with angled sides
 - Venting located on the roof
 - Lift loops at the 4 corners
 - Includes Leaf Tailgate with suction hole and gusset
 - Cap to have fork truck pockets for removal and installation 3x10 tube
 - Cap to bolt onto dump body through board pockets
 - Sandblast, primer inside & outside and painted Silver to match dump on outside
- Install Rear Hitch Plate ¾" Steel with side supports including the following:**
 - PH20 20-ton pintle hitch drilled with multiple mounting heights from ground (18" setting)
 - D-rings for safety chains
 - Tow hooks mounted at the rear outside frame rails
 - Remount OEM STT lights in rear hitch plate cut-outs
 - 7-way RV flat pin electrical connector
- Install Electric Brake Controller**
- Install 3-step egress under driver door, top step allowing fuel tank access, painted Black**
- Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B / 10002265)**
- Paint Bottom of body, body hinge, body props, rear hitch and attaching hardware Black**

Minimum full 1-year warranty on parts and labor on all equipment.

Crysteel dump body include a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.

Above equipment installed, non-stainless painted pricing: \$160,495.00 ea.

Chassis requirements to be confirmed prior to order entry:

- CA: 108"
- Highest ground clearance
- Battery box as far back as possible, 60" back of cab
- Battery disconnect switch
- Raised Undercab DPF and SCR with vertical tail pipe
- 6-gallon DEF, LH forward face 24-28" back of cab
- Front of engine PTO provision

Air tanks mounted between the frame rails
Trailer wiring to the rear for electric brake controller
30K-015 150-amp breaker
Front frame extension
Delete OEM front bumper
Low-profile 50-gallon fuel tank mounted under the driver's door, raised mounting
Stationary grille
Plow light/Headlight switch and related OEM wiring
Chassis programmable switches
Heated dump switch to be programmed off if truck is in Re-gen mode (Dealer to program)

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Birmingham

Delivery: 16-18 months ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



MEMORANDUM

Department of Public Services

DATE: July 23, 2025

TO: Jana L. Ecker, City Manager

FROM: Charles T. Markus, Public Services Manager
Scott D. Zielinski, DPS Director

SUBJECT: Purchase of a Wolverine Freightliner, Tandem Axle

INTRODUCTION:

The Department of Public Services (DPS) is requesting to purchase a new Wolverine Freightliner, Tandem Axle, to replace an existing fleet vehicle. The Tandem Axle truck is the largest vehicle in the fleet, designed for plowing snow and spreading salt on the roads. It also has the highest capacity for carrying snow, spoils, and aggregate compared to all other vehicles in the fleet.

BACKGROUND:

The Department of Public Service has designated vehicle #148, - a 2007 International 7600, Tandem Axle, with 5,635 hours - for replacement. The replacement rating report is included below. A new Wolverine Freightliner, Tandem Axle, available to purchase per the Rochester Hills Co-op RFP-RH-20-023 contract has been determined to be the appropriate replacement. The DPS requires the Tandem Axle Wolverine Freightliner for hauling larger volumes of aggregate, snow, and spoils.

#148 – 2007 International 7600

FACTOR	DESCRIPTION	POINTS
Age	1 point each year of age	18
Miles/Hours	1 point each 10,000 miles of usage	22
Type of Service	Type 1 – Standard duties	5
Reliability	Level 5 – In shop more than twice monthly, 2 or more breakdowns/road calls within 1 month period	3
M & R Costs	Level 3 – Maintenance costs are 41-60% of replacement cost	2
Condition	Level 4 – Severe damage, rust, operating system, inoperable	3
Total points 28+, poor, needs priority replacement		53

The Wolverine Freightliner, Tandem Axle is to be purchased from Wolverine Freightliner, located at 107 S. Groesbeck, Mt. Clemens, MI 48043 per the Rochester Hills Co-op RFP-RH-20-023 contract.

LEGAL REVIEW:

This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

The cost for the Wolverine Freightliner, Tandem Axle is \$277,672.00. Funds are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:

Currently, there are no electric vehicles (EV's) or hybrid models available for purchase that will meet the department's needs.

DESIGN CONSIDERATIONS:

The Garage Foreman, Streets Sewer and Water Foreman, and Public Services Manager reviewed the specific needs of the truck and developed the package to address their specific operational needs.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

Based on the age, condition and the intended use of our current 2007 International 7600, Tandem Axle vehicle #148, the Department of Public Services recommends replacing current vehicle #148 with the proposed new Wolverine Freightliner Tandem Axle.

ATTACHMENTS:

- Wolverine Freightliner, Tandem Axle Purchase Agreement
- Wolverine Freightliner quote, which includes the specifications and warranty information.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of a Wolverine Freightliner, Tandem Axle, per the Rochester Hills Co-op RFP-RH-20-023 contract, in an amount not to exceed \$277,672.00, upon the completion of a signed contract by Wolverine Freightliner. 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 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & WOLVERINE FREIGHTLINER

THIS AGREEMENT is entered into this 23rd day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Wolverine, whose address is 107 S. Groesbeck, Mt. Clemens, MI 48043, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to purchase a new Wolverine Freightliner, Tandem Axle, through a government cooperative purchasing agreement (per the Rochester Hills Co-op RFP-RH-20-023 contract), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement per the Rochester Hills Co-op RFP-RH-20-023 contract of a required Wolverine Freightliner, Tandem Axle.

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 Vendor's Quotation for the Wolverine Freightliner, Tandem Axle dated July 10, 2025, which includes a description of and Wolverine Freightliner, Tandem Axle details, 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").
- 2. TERM and Ownership:** This is an outright purchase and shall have no term, and ownership of the Wolverine Freightliner Tandem Axle to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.
- 3. TERMS OF PAYMENT:** The Vendor will invoice the City for the sale. 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. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** While the City acknowledges it is unlikely, 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 CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor with respect to the Vendor 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: The Vendor 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 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. 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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

9. 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.

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

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48009
Attn: Scott Zielinski, PE

Wolverine Freightliner
107 S. Groesbeck
Mt. Clemens, Michigan 48043
Attn: Alexander Lenane

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 conditions set forth in this Agreement sets forth all terms and conditions of Vendor 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.

17. RESPONSE TO REQUESTS FOR PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated July 10, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on July 10, 2025 response, the terms of this Agreement shall prevail.

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

IN WITNESS WHEREOF, the 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 provided below the signature of Mayor Elaine McLain on the following page.

Wolverine Freightliner

By: 

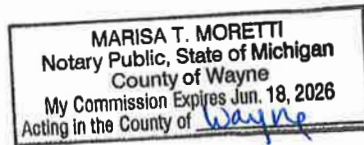
Its: SALES REPRESENTATIVE

STATE OF MICHIGAN)
) ss:

COUNTY OF OAKLAND)

On this 23rd day of July, 2025, before me personally appeared Alex Henanc, who acknowledged that with authority on behalf of Wolverine to do so he/she signed this Agreement.

Marisa T. Moretti
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 6-18-2026



CITY OF BIRMINGHAM:

By: _____
Therese Q. Longe, Mayor
On the date of: _____

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

for = [Signature]
Jana L. Ecker, City Manager
(Approved as to substance)

[Signature]
Scott D. Zielinski, PE, Public Services Director
(Approved as to substance)

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

[Signature]
Mary J. Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

07/10/2025

City of Birmingham
RE: RH Co-Op Chassis Pricing

Attn: Mr. Chad Check

The following is Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 contract.

Tandem Axle 62,000 GVW

Chassis Model: 108SD

Base Chassis Price:	\$97,183
2022 Model Year.....	900 Add
2023 Model Year	1,000 Add
2023 Production Surcharges.....	6,700 Add
2024 Model Year.	5,925 Add
2025 Model Year & Plus Series.....	2,250 Add
2026 Model Year.....	5,805 Add
Block Heater.....	45 Add
Under-Step RH Aftertreatment.....	842 Deduct
Tractor Package.....	638 Add
Fender Extenders.....	50 Add
Safety Package	187 Add
Power Windows/doors	219 Add
Driver's Seat 3 Chamber Upgrade	34 Add
6 Pack of Switches:.....	208 Add

CHASSIS COST: \$120,302.00

EQUIPMENT COST: \$157,370.00

TOTAL COST: \$277,672.00

Alexander Lenane
Sales Representative
Wolverine Truck Group

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

July 8, 2025

City of Birmingham
851 South Eton, Birmingham, MI 48009
Attn: Chad Check, ph: (248) 789-1127
Equipment to be purchased turnkey via Alex Lenane, Wolverine Freightliner
HQ0005110

Equipment Quotation

Chassis: Tandem Axle, Wolverine Freightliner
Truck to be Truck #148

Install Crysteel 14' Select Dump Body including the following:

168" body length, 96" outside width and 84" inside width
62" front height, 44" side height and 52" rear height (13 cu yd capacity water level)
7-gauge 201 stainless steel front, sides and rear pillars
¼" AR450 floor
Construction of the sides shall include a boxed top rail
Single panel, pressed-in horizontal side braces
8" floor-to-side radius
24" wide rear pillars
9-panel tailgate design constructed of 7-gauge type 201 stainless steel
Air-operated tailgate
Tailgate finger latches and pivot plate are stainless steel construction
Crossmemberless Western-style understructure shall have 8" trapezoidal ¼" A1011 longsills
½ cabshield constructed of 10-gauge type 201 stainless steel
Body prop kit on each side of the frame
Install 4-hole light wedges on rear pillars for lighting
Install Cougar model 3200 DC box vibrator on dump body
Install branch deflector for curbside tarp arms on cabshield, constructed of stainless steel
Install branch deflector for streetside tarp motor on cabshield, constructed of stainless steel
Install one (1) stainless steel fold-down ladder, side-mounted at streetside rear of dump
Install one (1) side-mounted step, front of body on driver-side and grab handle above on cabshield
Install two (2) shovel holders front of dump body, mounted curbside
Install license plate brackets in upper-left corner of tailgate
Install 10" hardwood sideboards (16 cu yd capacity with sideboards)
Install mudflaps in front of and behind the drive tires

Install Heated Body Design including the following:

Trapezoidal longsills and floor/side radius with heated design exiting at top of rear pillars with exit covers
Heated Body Kit includes: Diverter box, spring box, air cylinder/valve & on/off switch
Chassis output wire for regen mode to disable heated dump option
Exhaust control box switch in-cab with heated box indicator light

Install Mailhot model G4130-5-3 DA Telescopic Hoist including the following:

Greaseable rear hinge and replaceable rear stainless steel pin
Hoist is double-acting and trunnion-mounted
Install remote lube grease line kit for Mailhot hoists

Install Roll-Rite Electric Tarp System including the following:

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Aluminum tarp with tension bows and offset elbows

Aluminum wind deflector

Direct-drive motor

Heavy-duty mesh cover

Install Central Hydraulic System including the following:

Danfoss 90cc piston load-sensing pump, driven off the front of engine

Pump companion flange

12-volt low-oil shutdown block with override control

Low oil sender in tank

Spicer drive line

Danfoss valve with the following sections:

4-way EPC-controlled section for hoist DA with LS relief for down pressure

4-way EPC-controlled section for scraper DA with LS relief for down pressure

4-way EPC-controlled section for scraper swing DA

4-way EPC-controlled section for front plow DA

4-way EPC-controlled section for front plow swing DA

Above valves above mounted within integral stainless steel combo tank enclosure

All necessary hoses and fittings

Install Certified Power Freedom Electric Single Joystick with console for 6-pack of switches

Install Monroe Combination Hydraulic Oil/Valve Enclosure including the following:

7-gauge type 201 unpainted stainless steel construction (mos. 00155229-B & 15570)

Valve enclosure will be installed on the driver's side of the combo tank with a lockable

"T" handle latch (measuring 18" wide and behind cab)

44-gallon oil capacity, filled with 35-gallon AW32 hydraulic oil

5 PSI pressurized tank cap on hydraulic tank

3" supply port on hydraulic tank with 3" x 2" suction strainer

2" ball valve shut-off for supply line to the hydraulic pump

¾" case drain shut-off

Tank-mounted return line oil filter

Ball valve shut-offs on both supply and return lines

Low-oil sensor mounted in the top of the tank

Sight/temp indicator gauge

Tank labels

All necessary hoses and fittings

Install stainless steel step mounted on the end of the tank mounting bracket assembly

Supply Additional hydraulic oil filter

Install Monroe model QCP Loop Plow-Portion Front Hitch including the following:

Channel front bumper with tapered ends

Plow stainless steel quick couplers mounted in bumper, driver-side

4" DA lift cylinder with Socatri rod

All necessary supports and braces

Bumper cut-outs with installed front tow hooks on frame rails

Install stirrup steps on each corner of bumper

Install pressure release assembly for front plow swing, mounted behind front bumper on driver-side

Install Monroe 10' model MS4510 Underbody Scraper including the following:

1" thick x 20" high moldboard

½" thick hanger board with grease manifold brackets installed

2-½" O.D. hinge shaft

Two heavy-duty shock absorbers

TRUCK & TRAILER Specialties, Inc.

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Bolt-in trunnion caps for canisters; outer arm remains bolt-on style

Two 3-½" x 10" actuating cylinders with Socatri rods

Cushion valve

1" solid circle with 5" centerpin

Centerpin is piloted into hanger board

Two 4" x 12" reversing cylinders with Socatri rods

Three hinge anchor points

Hydraulic pipes

20-½" x 7" poly hold-down blocks

Mounting hardware

Parts-installation manual

Hose kit and j-50 type relief valve

¾" solid hanger plates

Grease line kit with manifolds

Install two (2) protective covers for grease line manifolds constructed of stainless steel

Install serrated grating step on driver-side of end scraper

Install Kennametal single-insert carbide cutting edges

Install two (2) Kennametal D-shaped carbide curbguards one each end of the moldboard

Install RayStop moldboard protection kit

Paint Orange bands at each end of moldboard

Install Custom Lighting & Electrical including the following:

Lighting:

Truck-Lite plow lights with aluminum mounting brackets

Ten (10) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:

Two (2) on chassis grille (on separate switch)

Two (2) on cabshield, front-facing

Two (2) near bottom of cabshield, one each side-facing

Four (4) side-facing, two on each side of dump, at middle of dump and at rear end of dump

4-hole tapered stainless steel light wedge boxes mounted to rear pillar posts including:

Two (2) SoundOff LED green flashers in top holes (on separate switch)

Two (2) SoundOff LED (mo. ECVO62STT) 6" oval stop-tail and turn lights in the second holes

Two (2) SoundOff LED (mo. ECVO62B2W) 6" oval back up lights in the third holes

Two (2) SoundOff LED amber flashers in bottom holes

Two (2) Maxxima 4" LED scraper work lights mounted one each side of scraper

LED clearance marker light kit

Electrical:

Six (6) OEM programmable chassis switches wired for grille flashers, amber flashers, green flashers, & scraper work lights

Six (6) Certified Power switches wired for tarp in, tarp out, camera wash, camera air, vibrator & air tailgate

Additional switch in console for low oil override and indicator light for body-up

Betts junction box mounted at the rear of the dump body

All wiring to be soldered, heat-shrunk and in protective loom

Backup alarm

Install Recordable DVR Camera System including the following:

Five (5) color cameras, viewing rear, load, streetside, curbside (VBV-701C) & front-facing (IP-1000C)

VBV-770HFM 7" LCD color monitor, waterproof with built-in speaker and single/split or quadview modes

T-bolt pedestal monitor mount

Four (4) MSF5000 stainless steel camera boxes with "U" pivot bracket mount

NEMA enclosure and washer fluid tubing

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

- MSF1128-15.50A camera wash with banjo remote fill
- MSF8470038000.30A additional nozzle kits
- Recordable Brigade DVR system with 32GB card
- USB-type 3G and WiFi modem connector
- Certified Power switches included in 6-pack for camera air and wash
- Install Groeneveld EP-0 Automatic Lube System including the following:**
 - 60cc pneumatic pump
 - Standard 4-liter reservoir
 - Custom-fabricated pump mount bracket to fit equipment configuration
 - LED indicator lights in cab area
 - All necessary plumbing & grease points for front & rear suspension points, kingpins, slack adjusters, s-cams, clevis pins, tie rods, drag link, spring pins, dump body, telescopic hoist & scraper
- Install Rear Hitch Plate ¾" Steel with side supports including the following:**
 - PH20 20-ton pintle hitch drilled with multiple mounting heights from ground (18" setting)
 - D-rings for safety chains
 - Tow hooks mounted at the rear outside frame rails
 - Remount OEM STT lights in rear hitch plate cut-outs
 - 7-way RV flat pin electrical connector
- Install Electric Brake Controller**
- Install 3-step egress under driver door, top step allowing fuel tank access, painted Black**
- Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B / 10002265)**
- Paint Bottom of body, body hinge, body props, rear hitch and attaching hardware Black**

Minimum full 1-year warranty on parts and labor on all equipment.

Crysteel dump body include a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.

Above equipment installed, non-stainless painted pricing: \$157,370.00 ea.

Chassis requirements to be confirmed prior to order entry:

CT: 134"

Highest ground clearance

Battery box as far back as possible, 60" back of cab

Battery disconnect switch

Raised Undercab DPF and SCR with vertical tail pipe

6-gallon DEF, LH forward face 24-28" back of cab

Front of engine PTO provision

52" axle spacing

Air tanks mounted between the frame rails

Trailer wiring to the rear for electric brake controller

30K-015 150-amp breaker

Front frame extension

Delete OEM front bumper

Low-profile 50-gallon fuel tank mounted under the driver's door, raised mounting

Stationary grille

Plow light/Headlight switch and related OEM wiring

Chassis programmable switches

Heated dump switch to be programmed off if truck is in Re-gen mode (Dealer to program)

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Birmingham

Delivery: 16-18 months ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

07/10/2025

City of Birmingham
RE: RH Co-Op Chassis Pricing

Attn: Mr. Chad Check

The following is Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 contract.

Tandem Axle 62,000 GVW	
Chassis Model: 108SD	
Base Chassis Price:	\$97,183
2022 Model Year.....	900 Add
2023 Model Year	1,000 Add
2023 Production Surcharges.....	6,700 Add
2024 Model Year.	5,925 Add
2025 Model Year & Plus Series.....	2,250 Add
2026 Model Year.....	5,805 Add
Block Heater.....	45 Add
Under-Step RH Aftertreatment.....	842 Deduct
Tractor Package.....	638 Add
Fender Extenders.....	50 Add
Safety Package	187 Add
Power Windows/doors	219 Add
Driver's Seat 3 Chamber Upgrade	34 Add
6 Pack of Switches:.....	208 Add

CHASSIS COST:	\$120,302.00
<u>EQUIPMENT COST:</u>	<u>\$157,370.00</u>
TOTAL COST:	\$277,672.00

Alexander Lenane
Sales Representative
Wolverine Truck Group

July 8, 2025

City of Birmingham

851 South Eton, Birmingham, MI 48009

Attn: Chad Check, ph: (248) 789-1127

Equipment to be purchased turnkey via Alex Lenane, Wolverine Freightliner

HQ0005110

Equipment Quotation

Chassis: Tandem Axle, Wolverine Freightliner

Truck to be Truck #148

Install Crysteel 14' Select Dump Body including the following:

168" body length, 96" outside width and 84" inside width

62" front height, 44" side height and 52" rear height (13 cu yd capacity water level)

7-gauge 201 stainless steel front, sides and rear pillars

¼" AR450 floor

Construction of the sides shall include a boxed top rail

Single panel, pressed-in horizontal side braces

8" floor-to-side radius

24" wide rear pillars

9-panel tailgate design constructed of 7-gauge type 201 stainless steel

Air-operated tailgate

Tailgate finger latches and pivot plate are stainless steel construction

Crossmemberless Western-style understructure shall have 8" trapezoidal ¼" A1011 longills

½ cabshield constructed of 10-gauge type 201 stainless steel

Body prop kit on each side of the frame

Install 4-hole light wedges on rear pillars for lighting

Install Cougar model 3200 DC box vibrator on dump body

Install branch deflector for curbside tarp arms on cabshield, constructed of stainless steel

Install branch deflector for streetside tarp motor on cabshield, constructed of stainless steel

Install one (1) stainless steel fold-down ladder, side-mounted at streetside rear of dump

Install one (1) side-mounted step, front of body on driver-side and grab handle above on cabshield

Install two (2) shovel holders front of dump body, mounted curbside

Install license plate brackets in upper-left corner of tailgate

Install 10" hardwood sideboards (16 cu yd capacity with sideboards)

Install mudflaps in front of and behind the drive tires

Install Heated Body Design including the following:

Trapezoidal longills and floor/side radius with heated design exiting at top of rear pillars with exit covers

Heated Body Kit includes: Diverter box, spring box, air cylinder/valve & on/off switch

Chassis output wire for regen mode to disable heated dump option

Exhaust control box switch in-cab with heated box indicator light

Install Mailhot model G4130-5-3 DA Telescopic Hoist including the following:

Greaseable rear hinge and replaceable rear stainless steel pin

Hoist is double-acting and trunnion-mounted

Install remote lube grease line kit for Mailhot hoists

Install Roll-Rite Electric Tarp System including the following:

- Aluminum tarp with tension bows and offset elbows
- Aluminum wind deflector
- Direct-drive motor
- Heavy-duty mesh cover
- Install Central Hydraulic System including the following:**
 - Danfoss 90cc piston load-sensing pump, driven off the front of engine
 - Pump companion flange
 - 12-volt low-oil shutdown block with override control
 - Low oil sender in tank
 - Spicer drive line
 - Danfoss valve with the following sections:
 - 4-way EPC-controlled section for hoist DA with LS relief for down pressure
 - 4-way EPC-controlled section for scraper DA with LS relief for down pressure
 - 4-way EPC-controlled section for scraper swing DA
 - 4-way EPC-controlled section for front plow DA
 - 4-way EPC-controlled section for front plow swing DA
 - Above valves above mounted within integral stainless steel combo tank enclosure
 - All necessary hoses and fittings
- Install Certified Power Freedom Electric Single Joystick with console for 6-pack of switches**
- Install Monroe Combination Hydraulic Oil/Valve Enclosure including the following:**
 - 7-gauge type 201 unpainted stainless steel construction (mos. 00155229-B & 15570)
 - Valve enclosure will be installed on the driver's side of the combo tank with a lockable "T" handle latch (measuring 18" wide and behind cab)
 - 44-gallon oil capacity, filled with 35-gallon AW32 hydraulic oil
 - 5 PSI pressurized tank cap on hydraulic tank
 - 3" supply port on hydraulic tank with 3" x 2" suction strainer
 - 2" ball valve shut-off for supply line to the hydraulic pump
 - ¾" case drain shut-off
 - Tank-mounted return line oil filter
 - Ball valve shut-offs on both supply and return lines
 - Low-oil sensor mounted in the top of the tank
 - Sight/temp indicator gauge
 - Tank labels
 - All necessary hoses and fittings
 - Install stainless steel step mounted on the end of the tank mounting bracket assembly
- Supply Additional hydraulic oil filter**
- Install Monroe model QCP Loop Plow-Portion Front Hitch including the following:**
 - Channel front bumper with tapered ends
 - Plow stainless steel quick couplers mounted in bumper, driver-side
 - 4" DA lift cylinder with Socatri rod
 - All necessary supports and braces
 - Bumper cut-outs with installed front tow hooks on frame rails
 - Install stirrup steps on each corner of bumper
 - Install pressure release assembly for front plow swing, mounted behind front bumper on driver-side
- Install Monroe 10' model MS4510 Underbody Scraper including the following:**
 - 1" thick x 20" high moldboard
 - ½" thick hanger board with grease manifold brackets installed
 - 2-½" O.D. hinge shaft
 - Two heavy-duty shock absorbers

Bolt-in trunnion caps for canisters; outer arm remains bolt-on style
 Two 3-½" x 10" actuating cylinders with Socatri rods
 Cushion valve
 1" solid circle with 5" centerpin
 Centerpin is piloted into hanger board
 Two 4" x 12" reversing cylinders with Socatri rods
 Three hinge anchor points
 Hydraulic pipes
 20-½" x 7" poly hold-down blocks
 Mounting hardware
 Parts-installation manual
 Hose kit and j-50 type relief valve
 ¾" solid hanger plates
 Grease line kit with manifolds
 Install two (2) protective covers for grease line manifolds constructed of stainless steel
 Install serrated grating step on driver-side of end scraper
 Install Kennametal single-insert carbide cutting edges
 Install two (2) Kennametal D-shaped carbide curbguards one each end of the moldboard
 Install RayStop moldboard protection kit
 Paint Orange bands at each end of moldboard

Install Custom Lighting & Electrical including the following:

Lighting:

Truck-Lite plow lights with aluminum mounting brackets
 Ten (10) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:
 Two (2) on chassis grille (on separate switch)
 Two (2) on cabshield, front-facing
 Two (2) near bottom of cabshield, one each side-facing
 Four (4) side-facing, two on each side of dump, at middle of dump and at rear end of dump
 4-hole tapered stainless steel light wedge boxes mounted to rear pillar posts including:
 Two (2) SoundOff LED green flashers in top holes (on separate switch)
 Two (2) SoundOff LED (mo. ECVO62STT) 6" oval stop-tail and turn lights in the second holes
 Two (2) SoundOff LED (mo. ECVO62B2W) 6" oval back up lights in the third holes
 Two (2) SoundOff LED amber flashers in bottom holes
 Two (2) Maxxima 4" LED scraper work lights mounted one each side of scraper
 LED clearance marker light kit

Electrical:

Six (6) OEM programmable chassis switches wired for grille flashers, amber flashers, green flashers, & scraper work lights
 Six (6) Certified Power switches wired for tarp in, tarp out, camera wash, camera air, vibrator & air tailgate
 Additional switch in console for low oil override and indicator light for body-up
 Betts junction box mounted at the rear of the dump body
 All wiring to be soldered, heat-shrunk and in protective loom
 Backup alarm

Install Recordable DVR Camera System including the following:

Five (5) color cameras, viewing rear, load, streetside, curbside (VBV-701C) & front-facing (IP-1000C)
 VBV-770HFM 7" LCD color monitor, waterproof with built-in speaker and single/split or quadview modes
 T-bolt pedestal monitor mount
 Four (4) MSF5000 stainless steel camera boxes with "U" pivot bracket mount
 NEMA enclosure and washer fluid tubing

- MSF1128-15.50A camera wash with banjo remote fill
- MSF8470038000.30A additional nozzle kits
- Recordable Brigade DVR system with 32GB card
- USB-type 3G and WiFi modem connector
- Certified Power switches included in 6-pack for camera air and wash
- Install Groeneveld EP-0 Automatic Lube System including the following:**
 - 60cc pneumatic pump
 - Standard 4-liter reservoir
 - Custom-fabricated pump mount bracket to fit equipment configuration
 - LED indicator lights in cab area
 - All necessary plumbing & grease points for front & rear suspension points, kingpins, slack adjusters, s-cams, clevis pins, tie rods, drag link, spring pins, dump body, telescopic hoist & scraper
- Install Rear Hitch Plate ¾" Steel with side supports including the following:**
 - PH20 20-ton pintle hitch drilled with multiple mounting heights from ground (18" setting)
 - D-rings for safety chains
 - Tow hooks mounted at the rear outside frame rails
 - Remount OEM STT lights in rear hitch plate cut-outs
 - 7-way RV flat pin electrical connector
- Install Electric Brake Controller**
- Install 3-step egress under driver door, top step allowing fuel tank access, painted Black**
- Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B / 10002265)**
- Paint Bottom of body, body hinge, body props, rear hitch and attaching hardware Black**

Minimum full 1-year warranty on parts and labor on all equipment.

Crysteel dump body include a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.

Above equipment installed, non-stainless painted pricing: \$157,370.00 ea.

Chassis requirements to be confirmed prior to order entry:

- CT: 134"
- Highest ground clearance
- Battery box as far back as possible, 60" back of cab
- Battery disconnect switch
- Raised Undercab DPF and SCR with vertical tail pipe
- 6-gallon DEF, LH forward face 24-28" back of cab
- Front of engine PTO provision
- 52" axle spacing
- Air tanks mounted between the frame rails
- Trailer wiring to the rear for electric brake controller
- 30K-015 150-amp breaker
- Front frame extension
- Delete OEM front bumper
- Low-profile 50-gallon fuel tank mounted under the driver's door, raised mounting
- Stationary grille
- Plow light/Headlight switch and related OEM wiring
- Chassis programmable switches
- Heated dump switch to be programmed off if truck is in Re-gen mode (Dealer to program)

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30 days. Pricing effective for 30 days.

FOB: City of Birmingham

Delivery: 16-18 months ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



MEMORANDUM

Department Name

DATE: July 22, 2025

TO: Jana L. Ecker, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Lowery Corporation, dba Applied Innovation, Print Management Contract

INTRODUCTION:

Applied Imaging, now renamed Applied Innovation under the control of the Lowery Corporation, has been the City's print management provider for the past twelve years. Applied Innovations currently manages and services twenty-three (23) copier/printers throughout the City. Applied Innovations currently handles all toner requests and printer repairs in a timely fashion. The IT Department has reviewed the City's current contract and believes that there is an opportunity for the City to save significant funds with a new contract. In addition, the City's current inventory of copiers/printers are nearing their utilitarian end of life.

This project was identified and approved by the City Commission in the 2024-2025 budget. The IT Department informed the Finance Department that the project suffered some delays into the 2025-2026 budget year. Therefore, consistent with the City's purchasing policies, the IT Department and the Finance Department need to appropriate and amend the 2025-2026 Information Technology budget by increasing it by \$35,841.59 to account for the funds that had been previously approved in the 2024-2025 budget that were not expended.

BACKGROUND:

The City of Birmingham is an active member of the MITN Cooperative website. The MITN Cooperative is comprised of government agencies that actively work together on cooperative purchasing opportunities. Members elect to be a "full" voting member or a non-voting "associate" member. The MITN cooperative began in the late 1980's as the Tri County Purchasing Cooperative and has grown over the years. There are approximately 500 MITN Cooperative members.

Applied Innovations has posted on the MITN Cooperative their group pricing for all public agencies. Numerous local communities use the MITN Cooperative to compare and contrast numerous copier and print management companies. These include Farmington

Hills, Southfield, Royal Oak, Beverly Hills, Sterling Heights and the Birmingham Public Schools.

Using the pricing from the MITN Cooperative, Applied Innovations offers the following pricing:

Proposed Copier/Printer Replacements

Device:

Kyocera PA4500x	5 Units
Kyocera PA4000cx	7 Units
Ricoh IM C320f	<u>11 Units</u>
TOTAL	23 Units
Total Purchase Price	\$35,841.59

Comparison to Current Contract:

Current Monthly	\$4,330.00
Proposed Monthly	\$719.74
Savings per Month	\$3,610.26
Savings Percentage	83%
Return on Purchase (Months)	9.93

Proposed New Contract:

Purchase – Copiers/Printers	\$35,841.59
Monthly Service	\$719.74
Black/White Copies	\$0.011
Color Copies	\$0.073
Black/White Included Per Month	10,000
Color Copies Included Per Month	8,500

Under the terms of the current contract, the City receives 17,000 black and white copies per month and 5,000 color copies per month. The City is billed on a quarterly basis by Applied Innovations. Currently, the City is averaging 24,000 copies per quarter in black and white copies and 23,000 per quarter in color copies. The City has been consistently over in color copies every quarter. Under the terms of the new contract, the current color copies per quarter being used by the City would be under the allowed number of copies. Under the terms of the new contract, the City would be required to purchase the twenty-three copier/printers at a cost of \$35,841.59. As indicated earlier, the City would be saving an average of \$3,610.26 per month under the terms of the new maintenance agreement. It would take 9.93 months to cover the cost of the new copier/printers. Starting with the eleventh month, the City would have recouped the cost of all of the new equipment in maintenance fees and be saving an additional \$3,610.26 per month moving forward depending on copier usage.

The term of the contract is one year from the contract signing date. The contract may be cancelled with 60 days written notice prior to the contract expiration date. If the contract

is cancelled prior to its expiration date, a prorated penalty fee will be assessed, otherwise the contract agreement will be automatically renewed for a like period at the then current contract rates. The maintenance plan covers the cost to repair all of the equipment (service, parts and labor), all service calls during regular business hours and all toner.

LEGAL REVIEW:

The City Attorney reviewed the current language of the contract in place and secured a release from that contract by Applied Innovations in which the City would incur no further costs upon execution of the new contract. Applied Innovations have reviewed and signed the standard City contract as prepared by the City Attorney.

FISCAL IMPACT:

The terms of the new contract will result in the purchase of new copiers/printers for the City under terms that should save the City approximately \$3,610.26 per month after ten months. The maintenance plan covers all the costs related to copier/printers other than the purchase of copy paper.

DESIGN CONSIDERATIONS:

None.

SUSTAINABILITY:

The City continues its efforts to reduce the use of paper and consistently advocates the value of electronic communications and reports. Reducing the use of paper is a fundamental sustainability issue for the City.

SUMMARY:

Applied Innovation has been the City's print management provider for the past twelve years. Applied Innovations currently manages and services twenty-three (23) copier/printers throughout the City. The IT Department has reviewed the City's current contract and believes that there is an opportunity for the City to save significant funds with a new contract. In addition, the City's current inventory of copiers/printers are nearing their utilitarian end of life.

The City will purchase the twenty-three (23) copiers/printers under the terms of the MITN Cooperative website pricing. This project was identified and approved in the City's 2024-2025 budget by the City Commission. The issue is now before the City Commission to authorize a budget amendment moving the project from the Information Technology budget in 2024-2025 to the Information Technology budget in the 2025-2026 budget year in accordance with City purchasing guidelines.

ATTACHMENTS:

- Applied Innovations Proposal
- Applied Innovations Purchase Agreement and Maintenance Plan
- Applied Innovations Contract Release Letter
- Agreement between the City of Birmingham and Applied Innovation

SUGGESTED COMMISSION ACTION:

Make a motion to appropriate and amend the 2025-2026 Information Technology budget as follows to fund the City's print management equipment and management:

Revenues:

636.0-000.000-400.0000	Draw from Fund Balance	\$35,841.59
------------------------	------------------------	-------------

Expenditures:

636.0-228.000-742.0000	Computer Software	\$35,841.59
------------------------	-------------------	-------------

Proposal

PRESENTED TO:



REP CONTACT:

Nolan Lane

Account Manager

(810) 986-0626

nlane@appliedinnovation.com

APPLIED
INNOVATION

Proposed Replacements

Device	Amount
Kyocera PA4500x	5
Kyocera PA4000cx	7
Ricoh IM C320f	11
Total	23
TOTAL PURCHASE PRICE	\$35,841.59

TAXES NOT INCLUDED / PRICING SECURE FOR 30 DAYS / CONFIDENTIAL / DO NOT DISTRIBUTE

Business	Location Remarks	Model	ID#	Serial Number	Replacement
City of Birmingham		HPM451	25290	CNDG2226782	PA4000cx
City of Birmingham	Treasurer.	HPM404	124165	VND3B17315	PA4500x
City of Birmingham	Facilities / Maintenance	HPM255	98789	VBN3S80248	Ricoh IM C320f
City of Birmingham	Report Room	HPM451	86910	CNBH312524	PA4000cx
City of Birmingham - Adams Fire Station	Fire station 2	HPM570	82737	CNBKKBW47	Ricoh IM C320f
City of Birmingham - Birmingham Clerks Office		HPM608	82740	CNBCL6N00G	PA4500x
City of Birmingham - Birmingham Dept of Public Services		HPM452	EQ253082	VNB3C424756	PA4000cx
City of Birmingham - Birmingham Dept of Public Services	Foreman's Office	HPM477	82738	VNBKL920W3	Ricoh IM C320f
City of Birmingham - Birmingham Facilities	Roll Call Room	HPCP2025	26822	CNGS476674	PA4000cx
City of Birmingham - Birmingham Finance	Room 214	HP4200	26086	USDNN10333	PA4500x
City of Birmingham - Birmingham Finance		HPCP1518	26057	CNAC83C1R7	PA4000cx
City of Birmingham - Birmingham Human Resources	Finance Department Room 214	MP3015PF	30834	W912P902776	Ricoh IM C320f
City of Birmingham - Birmingham Human Resources		HPM452	82741	VNB3C42752	Remove
City of Birmingham - Birmingham Human Resources	Room 114	HPM479	98792	MXBCM9V35B	Ricoh IM C320f
City of Birmingham - Birmingham Ice Arena	Office	HP33005	26079	CNR2R12672	Remove
City of Birmingham - Birmingham Ice Arena	Ice Arena	HPW552	98791	CN16HM4064	PA4000cx
City of Birmingham - Birmingham Police Dept		HPM479	86909	MXBCM650Q5	Ricoh IM C320f
City of Birmingham - Birmingham Police Dept	Roll Call Lower Level	HP2100	26087	U5GR102071	Remove
City of Birmingham - Birmingham Police Dept	Main Floor	HPM255	171300	VNB3S69078	Ricoh IM C320f
City of Birmingham - Birmingham Treasury		HPCP1518	26819	CNAC81Q03R	PA4000cx
City of Birmingham - Birmingham Treasury		HPP3015	26471	VNB4C4COMC	PA4500x
City of Birmingham - Community Development	Building Department	HPP3015	25758	VNB4C4COLR	PA4500x
City of Birmingham - Community Development	Community Development	HPM477	86907	VNBCKM2F2L3	Ricoh IM C320f
City of Birmingham - Lincoln Hills Golf Course	Golf Course	HPM281	82739	VNBML6717R	Ricoh IM C320f
City of Birmingham - Springdale Golf Course	Clubhouse	HPM283	98787	VNB4C4COMC	Ricoh IM C320f
City of Birmingham (SP+ Parking)	Office in Garage	M480	98788	CNBRP870K2	Ricoh IM C320f

APPLIED
INNOVATION


BIRMINGHAM
A WALKABLE CITY

Comparison to Current Environment	
Current Monthly	\$ 4,330.00
Proposed Monthly	\$ 719.74
Savings	\$ 3,610.26
Savings Percent	83%
ROI on Purchase (Months)	9.93

****Current Cost per Copy is \$0.047 for BW and \$0.3374 for Color**

Proposed Solution	
Purchase	\$35,841.59
Monthly Service	\$719.74
BW CPP	\$0.011
Color CPP	\$0.073
BW Included	10000
Color Included	8500



Purchase Agreement

Date	6/17/2025
Delivery Date	
Tax Exempt	Yes
Sales Rep	Nolan Lane

Ship To:	
City of Birmingham	
151 Martin St	
Birmingham, MI	
48009-3368	
Contact:	Eric Brunk
Phone/Mobile:	248-530-1885

Charge To:	
City of Birmingham	
151 Martin St	
Birmingham MI	
48009-3368	
PO Number:	
Contact:	Eric Brunk
Phone/Fax:	248-530-1885

Lease Type:	Lease Months:	0	Monthly Payment:	\$0.00
-------------	---------------	---	------------------	--------

Quantity	Product #	Description	Unit Price	Total Price
5	110C0Y2US0	2025-06-10-Kyocera ECOSYS PA4500X Kyocera ECOSYS PA4500X	\$1,147.13	\$5,735.65
11	423620	2025-06-10-Ricoh IM C320F Ricoh IM C320F	\$1,598.57	\$17,584.27
7	1102Z02US0	2025-06-10-Kyocera Ecosys PA4000cx Kyocera Ecosys PA4000cx	\$1,613.81	\$11,296.67

Contact Name	Eric Brunk	Subtotal	\$34,616.59
Phone	248-530-1885	Delivery/Installation	\$1,225.00
Email	ebrunk@bhamgov.org	Sales Tax	\$0.00
Stairs	Yes	TOTAL AMOUNT	\$35,841.59
Credit Terms		Less Payment (Check #)	
Service charge of 1% per Month (12% Per Annum) or highest legal rate, will be charged on all past due accounts		AMOUNT DUE	\$35,841.59

Customer Acceptance

By signing this Agreement, the Customer agrees to the attached Terms and Conditions.

Print Name	Title	Authorized Signature	Date
		X	
Credit Card No.	Expiration Date	Security Code	

Purchase Agreement Continued

Qty	Product #	Description	Unit Price	Total Price

TERMS AND CONDITIONS

1. This Purchase Agreement (Agreement) shall not be binding on Applied Innovation ("AI") until approved by a designated AI representative.
2. All ~~shipments~~ shall be F.O.B. AI warehouse.
3. AI ~~reserves the right to make delivery~~ in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept ~~remaining~~ installment.
4. AI reserves the right at any time to ~~revoke any credit extended to Customer~~ because of Customer's failure to pay for any equipment when due or for any reason deemed sufficient by AI.
5. Full payment is due upon Customer receipt of AI invoice.
6. AI shall not be liable for ~~failure to deliver or delays~~ in delivery occasioned by causes beyond AI's control, including without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, ~~delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control.~~
7. AI warrants that the equipment covered by this Order when delivered to the Customer will be of merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used ~~equipment from the date of delivery by AI under ordinary use and conditions. IN NO EVENT SHALL AI BE LIABLE FOR RESULTING OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY BREACH OF WARRANTY. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.~~
8. All claims for ~~equipment or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three (3) days after receipt of equipment by Customer.~~
9. Title to all equipment shall remain with AI until such time as the purchase price thereof shall have been paid in full.
10. AI shall have a security interest in all equipment delivered to the Customer until the purchase price for same is paid in full. At the request of AI, Buyer shall ~~execute and deliver~~ a security agreement and/or financing statements in the form or forms submitted to Customer by AI.
11. THE CUSTOMER IS RESPONSIBLE FOR ALL DATA AND DATA SECURITY ON ANY OWNED, LEASED, RENTED OR LOANED EQUIPMENT. THIS INCLUDES REMOVAL OF ALL CUSTOMER DATA UPON RETURNING EQUIPMENT TO AI.
12. This Agreement shall be governed by and construed according to the laws of the State of Michigan without regard to its conflict of law provisions.

APPLIED INNOVATION

Maintenance Plan

Customer Information			Date: 6/17/2025
Company Name:	City of Birmingham	Representative:	Nolan Lane
		Invoice Frequency:	Monthly
		Overage Frequency:	Monthly
		Effective Date:	

Make/Model	B&W Click Rate	Color Click Rate	Monthly Base Payment*	B&W Base Allowance	Color Base Allowance	Start Meter
Kyocera ECOSYS PA4500X Ricoh IM C320F Kyocera Ecosys PA4000cx ***Group Pool CPC Rates	\$ 0.01000	\$ 0.07000	\$719.74	10,000	8,500	

Special Instructions:

Cancel contract on device ID Number(s):

*All base amounts are monthly. For payments increments other than monthly, take the monthly base and multiply it by the number of months between invoices.

1. This Agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Innovation's responsibility with this Agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Innovation technical representative, or the supplies used are not authorized or approved by Applied Innovation.
2. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. local time Monday through Friday (except holidays) unless other arrangements are made.
3. The Maintenance Agreement includes all necessary parts with the following exceptions:
 - a. Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
 - b. Parts damaged by fire, water, electrical inconsistencies, other acts of God, misuse or negligence on the part of the customer or operators of the equipment.
 - c. Any system software.
4. Maintenance with supplies agreements include toner, developer and photoreceptor. This Agreement does not include paper, staples or shipping and handling charges.
5. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Innovation reserves the right to suspend this Agreement until the power deficiency is corrected and/or adequate service space is provided.
6. By accepting this Agreement, the Customer agrees to the attached Terms and Conditions.

Acceptance			Decline Maintenance	
Customer Signature	Date	Customer Name Printed	Title	Customer Signature
X				

Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Innovation to perform the services detailed in the Network Connectivity Setup and Support section of the Terms and Conditions. I understand that network configuration may be delayed if I do not provide the information listed in the Terms and Conditions. I understand any needs outside this scope may be subject to additional charges. This Agreement includes ongoing network support for printing, scanning, and faxing.

Phone: _____

Network Contact: _____ Network Email: _____

Initial to Accept Initial to Decline

Meter Readings

Applied Innovation requires - free of charge - an application that can automatically gather the meters from your print devices. Applied Innovation will install this application on your print server or workstation. Applied Innovation reserves the right to charge a monthly fee for manual meter collection.

METER COMMENTS

Maintenance Agreement Terms and Conditions

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This Agreement shall not be binding on Applied Innovation (herein known as "AI") until approved by an AI Administrator.
2. The customer is responsible for all data security on any owned, leased, rented or loaned equipment. This includes removal of data upon returning equipment to AI.
3. **General Scope of Maintenance Coverage** - This Agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. The equipment is designed to give excellent performance with original manufacturer recommended supplies in paper, toner, and fuser oil. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this Agreement and may subject customer to a surcharge or to cancellation of the Agreement. In addition, AI may terminate this Agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting equipment specifications that are installed on the equipment. AI may charge a fee upon customer request to pick up and dispose of equipment. Connectivity issues will either be billed at current pricing for network services or covered under the Network Connectivity Setup and Support section of this Agreement. AI is not responsible for providing key operators for production equipment.
4. **Service Calls** - Service calls under this Agreement will be made during normal business hours at the initial installation address or mutually agreed upon address. Travel and labor time for service calls after normal business hours will be charged at the current overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees harmless from all claims for damages to any unauthorized parts, components, accessories or the equipment resulting from the services performed.
5. **Term** - This Agreement shall become effective upon countersignature by an AI Administrator. This Agreement is for a one (1) year period, unless noted otherwise. This Agreement may be cancelled with 60 days written notice prior to the Agreement expiration date. If this Agreement is cancelled prior to the expiration date, a prorated penalty fee will be assessed, otherwise this Agreement will automatically renew for a one year period at the then current Agreement rates. In the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will credit the unused portion of the current monthly maintenance charges to the customer's account and cancel this Agreement. Any such credit must be used toward future purchases with AI.
6. **Charges** - The initial charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. Any page size greater than 8.5" X 14" constitutes two (2) clicks. Pricing for maintenance under this Agreement is subject to change on a yearly basis due to cost increases of parts and/or labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term by the invoice due date. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due. AI reserves the right to charge the customer a late fee for any invoice(s) which are not paid by the due date. Customer agrees to comply with any billing procedures designated by AI, including notifying AI of the meter reading at the end of each billing period. If the customer fails to provide a meter reading at the end of each billing period, AI reserves the right to charge a service fee.
7. **Default** - If the customer does not pay all of the charges for maintenance as provided under this Agreement when due, AI may refuse to service the equipment and/or cancel this Agreement. The customer agrees to pay AI its costs and expenses of collection including reasonable attorney's fees. AI will charge the then current bank processing fee for any NSF checks.
8. **Warranty Disclaimer** - AI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. AI IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT, EVEN IF THE PARTY CLAIMING SUCH DAMAGES ADVISED THE OTHER PARTY OF THE POSSIBILITY OF THOSE DAMAGES. AI'S TOTAL LIABILITY TO CUSTOMER, IF ANY, WILL NOT EXCEED THE FEES PAID BY CUSTOMER OR DUE TO AI.
9. **Relationship to Purchase Order** - If customer issues a purchase order to AI for the services provided by AI under this Agreement, the parties agree the terms and conditions of this Agreement shall control. Under no circumstances shall the terms and conditions of a customer purchase order supersede the terms and conditions of this Agreement.
10. **Location of Equipment** - Customer agrees to use the equipment for business purposes only. Customer agrees to grant AI or its authorized agent access to its premises to read meters, inspect, repair or remove the equipment and customer agrees not to make any alteration to the equipment and not to remove the equipment from the location(s) where installed by AI or its authorized agent without prior written approval of AI. At the end of the Agreement's term, provided customer has given AI the written notice as required, customer shall return the equipment to a location AI specifies at customer's expense, in retail usable condition, full working order, and in complete repair.
11. **Computer Software** - Notwithstanding any other terms and conditions of this Agreement, customer agrees that as to software only: (a) AI has not had, does not have, nor will have any title to such software and (b) customer has executed or will execute a separate software license agreement. AI is not a party to and has no responsibilities whatsoever in regard to such software license agreement. AI MAKES NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEM INTEGRATION OR OTHERWISE IN REGARDS TO THE SOFTWARE. Customer's payments and other obligations under this Agreement shall in no way be diminished on account of, or in any way related to, the above said software license agreement to failure in any way of the software.
12. **Assignment** - Customer has no right to transfer or assign this Agreement. AI may transfer or assign its rights under this Agreement, in whole or in part, to a third party without notice to customer. The assignee will have the same rights and benefits that AI has now and will not have to perform AI's obligations. Customer agrees that the rights of the assignee will not be subject to any claims, defenses or set offs customer may have against AI.
13. **Miscellaneous** - This Agreement shall be governed by and construed according to the laws of the State of Michigan. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by an AI Administrator and the customer. Either party may institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in Grand Rapids, Michigan. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; and (C) WAIVES ANY RIGHT TO TRIAL BY JURY. Customer agrees to execute any further documents AI may request to carry out the intents and purposes of this Agreement, including, but not limited to, adjusting for clerical errors that may result in customer underpayment due to calculation errors, equipment misidentification or incorrect meter rates.

Network Connectivity Setup and Support

14. All installations and support are performed remotely. The following is required from the customer and its network administrator or third-party managed IT service provider:
 - a. A live network drop, network cable, and applicable power. Wireless connectivity may be available, depending on model and manufacturer, at an additional fee.
 - b. Local administrator access when AI remotely connects to workstation(s) or a server.
 - c. SMTP server and account credentials for Scan to Email. AI does not provide SMTP server or account credentials for Scan to Email.
 - d. Scan to folder. The customer's network administrator or third-party managed IT service provider must provide the UNC path and credentials with write privileges to the folder.
15. Customer is responsible for providing ethernet and USB cables.
16. AI will install one print driver on one (1) server and/or up to ten (10) workstations. Additional workstation installations are available at an additional fee.
17. Includes setup of up to ten (10) address book destinations. Additional destination setup available for an additional fee.
18. Includes print/copy restriction on up to ten (10) users/dept. codes. Additional code setup available for an additional fee.
19. Includes testing and training with the customer's network administrator or third-party managed IT service provider.
20. AI must be allowed to resolve issues first by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will be billable to the customer.
21. Support includes print driver and scanning support. The customer is responsible for providing working network credentials for Scan to Folder and SMTP account credentials for Scan to Email.
22. Custom driver packages, custom scripting, software and software integration are not supported.
23. Support is limited to the connection and usability of the printing devices from the network. If the issue extends to the overall function of the servers, workstations, switches, hubs, router, internet services or any other network related issue, the customer is responsible for resolving the issue prior to AI attempting to fix any issue between the network and the printing device.
24. The customer is responsible for the maintenance of their network and hardware equipment.
25. AI is not responsible for downtime or loss of data.

Desktop Scanner Support

26. Desktop scanner must be running manufacturer software in a supported environment as outlined by the manufacturer user manual.
27. USB and network cables are not provided by AI. Customer is responsible for providing an open USB or network port for scanner to be installed.
28. Customer is required to provide a working computer that is free of hardware and software defects.
29. Only desktop scanners in the approved stack with purchased maintenance will receive hardware and networking support.
30. Software support is provided on the Canon CaptureOnTouch application only. 3rd party products are not supported by AI.
31. All software training and support will be conducted remotely. Hardware troubleshooting will be addressed on-site by an AI hardware technician.
32. AI is not liable for defects or vulnerabilities from the manufacturer.

Managed Print Services Takeover

33. **Device End of Life** - End of Life is defined as, but not limited to, total engine life of the device and/or five (5) years past manufacturer discontinue date. Engine life is defined as thirty-six (36) months multiplied by the maximum recommended monthly volume as determined by the the manufacturer. If a device exceeds either one of these criteria, AI is not responsible for providing service or supply to the equipment.
34. **Coverage** - AI allows for coverage of ten percent (10%) above manufacturers average allotted coverage for mono and color toners. Should the allowance exceed this, AI reserves the right to charge back the difference.
35. **Like-for-Like Swaps** - AI defines like-for-like equipment as equipment in the same segment with the same or greater functionality. AI reserves the right to swap out any equipment with equipment meeting this criteria.

Meter Collection

36. Customer is required to install AI's preferred (free) meter collection software within customer's network, on a workstation, or print server. Meters are the number of prints and copies made on devices under contract with AI.
37. Customer agrees to have the meter collection software always running while under contract with AI.
38. AI reserves the right to automatically enroll customer in Auto Toner Replenishment.
39. If meter collection software stops reporting, customer agrees to allow AI to remotely troubleshoot the challenge.
40. Estimated billing will be utilized if requests to fix or install meter collection software go unanswered by customer.
41. AI reserves the right to change from a per click charge to a flat fee per non-reporting device upon written notice to the Customer.

Publish Date: 8/02/2024

Southfield Office

24050 Northwestern Hwy

Southfield, MI 48075

Tel: 248-473-6300

www.appliedinnovation.com



City of Birmingham,

We are writing to inform you that your current agreement, CN2754-MPS-Summary, with Applied Innovation will be **cancelled effective on the date your new agreement begins**, which is scheduled to commence on delivery and installation of the new equipment.

This transition ensures there will be no overlap or disruption in the services we provide or duplicate billing on agreements. The cancellation of your current agreement is in accordance with the terms and conditions outlined in that agreement and coincides seamlessly with the activation of your new agreement.

Please review your new agreement carefully. If you have any questions or require further clarification, do not hesitate to reach out to us at nlane@appliedinnovation.com or 248-313-1362.

We appreciate your continued partnership and look forward to serving you under the new agreement.

A handwritten signature in blue ink, appearing to read "Nolan Lane", is written over a horizontal line.

Nolan Lane

Account Representative

Southfield Office

24050 Northwestern Hwy

Southfield, MI 48075

Tel: 248-473-6300

www.appliedinnovation.com

AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND APPLIED INNOVATION

THIS AGREEMENT is entered into this 18 day of June, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **LOWERY CORPORATION dba APPLIED INNOVATION ("Applied Innovation")**, whose address is 24050 Northwestern Highway, Southfield, MI, 48076 (hereafter referred to as Vendor" and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, Applied Innovation has qualifications that meet the project requirements and has provided a cost proposal to replace office equipment, and perform maintenance calls on office equipment which include supplies such as toner, developer and photoreceptor (drum); and

WHEREAS, Applied Innovation is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services, and has instituted a cooperative purchasing program under which it contracts with eligible governmental entities; and

WHEREAS, Applied Innovation entered into a contract with the City for a term beginning January 9, 2023 and ending January 8, 2028; and

WHEREAS, all parties agree that this Agreement shall supersede the Agreement that commenced January 9, 2023.

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 that in the event of a conflict in any of the terms of this Agreement and the Vendor's Proposal (Attachment A), the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of five (5) years from the date stated above and is renewable upon expiration for a twelve (12) month 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 Vendor 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.

3. FEES: The fees for this entire project for the proposed replacements shall be a total of Thirty-five Thousand Eight Hundred Forty-one and 59/100 Dollars (\$35,841.59), as are contained in Attachment A. The monthly service for the equipment listed in Attachment A shall be Seven Hundred Nineteen and 74/100 Dollars (\$719.74).

4. TERMS OF PAYMENT: The Vendor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services.

Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. 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. Payment terms will be net 30 days unless otherwise specified by the City.

5. GOOD MORAL CHARACTER: Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. INSURANCE SUBMISSION REQUIREMENTS: The Vendor 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 Vendor 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 Vendor's acceptance of the terms of this Agreement.

7. 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.

8. INDEPENDENT CONTRACTOR: The Vendor and the City agree that the Vendor is acting as an independent contractor 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.

9. COMPLIANCE WITH LAWS: The 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.

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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 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.

12. 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: The 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: The 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: The 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 Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: The Vendor 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. Pollution Liability Insurance: The Vendor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

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

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

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

H. Proof of Insurance Coverage: The 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.

I. **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.

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: Eric Brunk, IT Manager
Vendor:	Applied Innovation 24050 Northwestern Highway Southfield, MI 48076 Attn: Nolan Lane, Account Manager

14. 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.

15. 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.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this 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.

17. 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.

18. FAILURE TO PERFORM. If the 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.

19. 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.

APPLIED INNOVATION

Vendor

By: 

Nolan Lane, Account Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18 day of June, 2025 before me personally appeared Nolan Lane who acknowledged that with authority on behalf of APPLIED INNOVATION to do so he signed this Agreement.



Oakland county, Michigan
Acting in Oakland County, Michigan
My commission expires: 11/2/2025

ALEXANDRIA D. BINGHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 2, 2026
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Dated: _____

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

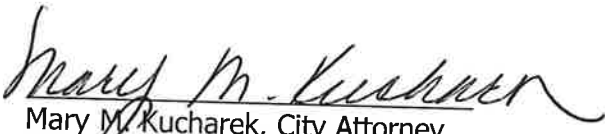
APPROVED:



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



Eric Brunk, IT Manager
(Approved as to substance)



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



Mary J. Chavez, Finance Director
(Approved as to Financial
Obligation)

**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	Lowery Corporation dba Applied Innovation
Street Address	5555 Glenwood Hills Pkwy
City	Grand Rapids
State, Zip	Michigan 49512
Corporate I.D. Number / State	800351907/Michigan
Taxpayer I.D. #	38-2722889

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:

Kirk Morgan

Witness Signature:



Printed Name of Witness:

Laura Katsul



MEMORANDUM

Police Department

DATE: July 23, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Contract Lane Painting-Pavement Markings for Fiscal Year 2025-2026

INTRODUCTION:

Latex paint based pavement markings are refreshed on City streets twice a year – during the fall and spring. There are two pavement marking classifications – handwork and long line pavement markings. Handwork pavement markings include crosswalks, parking spaces, legends and symbols. Long line pavement markings consist of white and yellow “long line” painting, such as centerlines, solid white lane markers and bicycle paths. Annual maintenance of pavement markings is identified in the Major Streets contract lane painting budget. Long line pavement markings are applied only once per year (spring).

BACKGROUND:

On September 12, 2022 the City Commission awarded a contract in the amount of \$243,270.00 to Hart Pavement Striping Corporation and a contract in the amount of \$38,947.00 to PK Contracting, Inc. for pavement grinding and long line markings. Both contractors satisfactorily completed their contracts which expired after the spring 2025 painting.

On May 28, 2025, the Police Department requested sealed invitations to bid (ITBs) on MITN for annual pavement markings for the 2025-2026 fiscal year. Bids were publicly opened on June 25, 2025. In attendance was Michael Saylor from Royalty Pavement Markings, Chief Scott Grewe who opened the bids and Ofc. Gina Moody who completed the tabulation. Two bids were received for handwork for the fall of 2025 and spring of 2026 as follows:

Hart Pavement Striping	Fall 2025	\$116,000.00
	Spring 2026	\$199,557.00
	Total	\$315,557.00
Royalty Pavement Markings	Fall 2025	\$114,225.75
	Spring 2026	\$162,866.75
	Total	\$277,092.50

In addition to handwork, long line/center line pavement markings were also listed on the same bid solicitation for spring 2026. Only one bid was submitted:

PK Contracting, Inc.	\$18,350.00
----------------------	-------------

PK Contracting was the sole bidder for long lines and is an excellent vendor that has consistently provided quality pavement markings to the City of Birmingham for decades.

Hart Pavement Striping Corporation has been providing pavement marking services for the City of Birmingham since 2003. Hart Pavement Striping is a small locally owned company specializing in handwork (no centerline equipment). Hart has served the City well and has been responsive to City staff regarding any additions, deletions or alterations to contracts ensuring that the City receives the highest quality products and services.

Royalty Pavement Markings has been in operation since 2022 and is a new bidder for the City of Birmingham. Owner Michael Saylor has over 25 years of experience as a foreman in professional pavement marking, having worked for RS Contracting from 2001 to 2017, and for JV Contracting from 2017 to 2022 when the company was sold and he founded his own company. Saylor has since developed his own company, specializing in handwork projects. Since Birmingham has not worked with Royalty Pavement Markings in the past, telephone interviews were conducted with three references provided by Saylor.

Interview with Dave Lawler - Owner of M&M Pavement Marking

David Lawler has owned his company, M&M Pavement Marking, for 37 years. Lawler states that he only handles long lines, so he subcontracts Michael Saylor to perform the handwork portion of his contracts. Lawler noted that he is one of three companies that do long line work as most projects are bought out by PK Contracting. Lawler states that he used Royalty Pavement Markings for Kalamazoo County, Tuscola County, as well as St. Josephs County projects. He said Michael Saylor used to work for a company called JV Contracting, but that company was acquired by PK Contracting, so Saylor started his own company about two years ago.

Lawler states Saylor is a good man and he highly recommends Saylor. He said that Saylor has "all the experience in the world" and is very meticulous.

Interview with Andrew Jordan - City of Port Huron

Andrew took the new position six months ago, but was aware that Saylor had done the handwork because he had worked elsewhere in a different department for the City of Port Huron previously. He stated there was no issues with his work and that he would consider hiring Saylor again in the future.

Interview with Jeff Vancurler - City of Novi DPS

Jeff has worked with Mike for 22 years through various companies. Mike used to work for RS Contracting (which was acquired), and also worked for JV Contracting (which was acquired by PK Contracting). "Hands down" would recommend Michael Saylor. Novi did not renew an existing contract with PK Contracting and went out to bid again to secure Royalty Pavement Marking for handwork (PK Contracting was handling handwork and long lines, but rebid for long lines only). The police department did an in-person review of project locations in the City of Novi to ensure the quality of work would meet the City of Birmingham standards. The work completed by Royalty Pavement Markings appeared to meet expectations.

LEGAL REVIEW:

The City Attorney has reviewed the Invitation to Bid and all associated documents for this purchase, and has also approved the attached agreement.

FISCAL IMPACT:

These projects were budgeted for and sufficient funding is available in the 2025-2026 Major Streets contract line painting account (202.0-316.000-937.0200) for these expenditures.

SUMMARY:

The City of Birmingham received three bids for the line painting projects. After reviewing the bids and completing background investigations, the City is recommending PK Contracting and Royalty Pavement Markings as the awarded contractors for the 2025-26 pavement markings.

ATTACHMENTS:

1. Invitation to Bid
2. Hart Pavement Striping Corporation – Attachment A (Agreement)
3. Hart Pavement Striping Corporation – Attachment B (Central Business Map)
4. Hart Pavement Striping Corporation – Attachment C (Fall Line Painting Map)
5. Hart Pavement Striping Corporation – Attachment D (Bidder's Agreement)
6. Hart Pavement Striping Corporation – Attachment E (Cost Proposal)
7. Hart Pavement Striping Corporation – Attachment F (Iran Sanctions Act Vendor Certification Form)
8. Royalty Pavement Markings – Attachment A (Agreement)
9. Royalty Pavement Markings – Attachment B (Central Business Map)
10. Royalty Pavement Markings – Attachment C (Fall Line Painting Map)
11. Royalty Pavement Markings – Attachment D (Bidder's Agreement)
12. Royalty Pavement Markings – Attachment E (Cost Proposal)
13. Royalty Pavement Markings – Attachment F (Iran Sanctions Act Vendor Certification Form)
14. PK Contracting, Inc. – Attachment A (Agreement)
15. PK Contracting, Inc. – Attachment B (Central Business Map)
16. PK Contracting, Inc. – Attachment C (Fall Line Painting Map)
17. PK Contracting, Inc. – Attachment D (Bidder's Agreement)
18. PK Contracting, Inc. – Attachment E (Cost Proposal)
19. PK Contracting, Inc. – Attachment F (Iran Sanctions Act Vendor Certification Form)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the contract for 2025-26 handwork pavement markings with Royalty Pavement Markings in the amount of \$277,092.50; further to approve the contract for 2025-26 long/center lines with PK Contracting, Inc. for \$18,350.00; and further to fund both contracts from account 202.0-316.000-937.0200. In addition, to authorize the Mayor and City Clerk to sign the agreements on behalf of the City.



INVITATION TO BID "PAVEMENT MARKINGS 2025-26"

Sealed bids endorsed **"PAVEMENT MARKINGS 2025-26"** will be received by the City of Birmingham, Michigan at the Office of City Clerk, 151 Martin Street, P.O. Box 3001, Birmingham, MI, 48012 until Wednesday, June 25, 2025, at 2:00 p.m., at which time the bids will be publicly opened and read.

The descriptions and locations of items to be painted are indicated on the attached sheets. The painting will include yellow, white, and blue glass beaded paint to meet or exceed Michigan Department of State Highway and Transportation specifications (waterborne). Two price quotes are requested, one for the fall of 2025 and one for the spring of 2026. Note that quantities differ between spring and fall items to be painted. Additionally, the long line pavement markings are only applied during the spring of 2026, there are no yellow or white long line projects or bid forms for the fall of 2025. This is not an all or none award, vendors may choose to bid for long line only, handwork only, or may submit bids for the entire scope of work. **THE STREETS ARE TO BE PAINTED DURING THE LATE NIGHT/EARLY MORNING HOURS WHEN VEHICULAR TRAFFIC IS MINIMAL.**

Materials and bids shall be submitted in accordance with the attached specifications and bid forms prepared by the Birmingham Police Department. Materials and services must be delivered as detailed in accordance with the specifications contained in the Invitation to Bid (ITB).

The ITB, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>, or by email request to Ofc. Gina Moody at gmoody@bhamgov.org.

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

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

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	Friday, May 30th, 2025
Deadline for Submissions:	Wednesday, June 25, 2025 at 2:00 p.m.
Contact Person:	Ofc. Gina Moody, Services Coordinator Birmingham Police Department P.O. Box 3001, 151 Martin Street Birmingham, MI 48012 Phone: (248) 530-1772 Email: gmoody@bhamgov.org



INVITATION TO BID

For PAVEMENT MARKINGS 2025-2026

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

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

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

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

The City of Birmingham is exempt from State of Michigan and federal excise taxes.

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

The City of Birmingham reserves the right:

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



INVITATION TO BID
For PAVEMENT MARKINGS 2025-2026

CONTENTS

GENERAL CONDITIONS AND INTRUCTIONS TO BIDDERS	2
INTRODUCTION	4
INVITATION TO SUBMIT A BID	4
INSTRUCTIONS TO BIDDERS	5
EVALUATION PROCEDURE AND CRITERIA	5
TERMS AND CONDITIONS	6
CONTRACTOR’S RESPONSIBILITIES	6-7
CITY RESPONSIBILITY	7
SETTLEMENT OF DISPUTES	7
INSURANCE	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	8
INDEMNIFICATION	8
CONFLICT OF INTEREST	8
EXAMINATION OF BID MATERIALS	8
PROJECT TIMELINE	8
SCOPE OF WORK	9
ATTACHMENT A - AGREEMENT	10-17
ATTACHMENT B - CENTRAL BUSINESS DISTRICT MAP	18
ATTACHMENT C - FALL LINE PAINTING MAP	19
ATTACHMENT D - BIDDER’S AGREEMENT	20
ATTACHMENT E - COST PROPOSAL	21-23
ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM	24

INTRODUCTION

The purpose of this ITB is to request sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2025-2026** per the specifications on the attached sheets.

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

**PAVEMENT MARKINGS 2025-2026 FALL 2025 HANDWORK
PAVEMENT MARKINGS 2025-2026 SPRING 2026 HANDWORK
PAVEMENT MARKINGS 2025-2026 SPRING 2026 LONG LINES / CENTER LINES**

For purposes of this Invitation to Bid, the City of Birmingham will hereby be referred to as "City" and the vendor will hereby be referred to as "Contractor."

The City is accepting sealed bids from qualified vendors for the purchase of **PAVEMENT MARKINGS 2025-2026**. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this ITB.

During the evaluation process, the City reserves the right to request additional information or clarification from bidders. The City reserves the right to allow corrections of errors or omissions. At the discretion of the City, vendors submitting bids may be requested to provide sample materials or equipment. Vendors submitting bids may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a vendor will be completed by July 30th, 2025. A purchase order will be issued to the selected Contractor(s) following execution of the Agreement(s). A copy of the Agreement is contained herein for reference. Contract services shall commence upon execution of the Agreement by the City.

INVITATION TO SUBMIT A BID

Proposals shall be submitted no later than Wednesday, June 25, 2025 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The bid should be sealed in an envelope, which shall be clearly marked on the outside, "**PAVEMENT MARKINGS 2025-2026**". Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one bid provided each bid meets the functional requirements of this Invitation to Bid.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each bid.
2. Any request for clarification of this ITB shall be made in writing and delivered to: Ofc. Gina Moody, (248) 530-1772, gmoody@bhamgov.org, City of Birmingham, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 7 days prior to the deadline for submissions.
3. All bids must be submitted following the ITB format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the ITB format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at the City's sole discretion, to the most responsive and responsible Contractor with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. **Each respondent shall include in his or her bid, in the format requested, the cost of performing the work, equipment and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful contractor with tax exemption information when requested.
6. Each respondent shall include in their bid the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

An evaluation panel will be established and will consist of City staff and any other person(s) designated by the City. The panel will evaluate the bids based on, but not limited to, the following criteria:

1. Ability to provide services and equipment as outlined.
2. Related experience with similar projects, vendor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all bids received, waive informalities, or accept any proposal, in whole or in part, it deems to be in the best interest of the City.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any bid may be withdrawn up until the date and time set above for the opening of the proposals. Any bids not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a bid proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Completed and sign all forms requested for completion within this ITB.
 - a. Agreement (Attachment A)
 - b. Bidders Agreement (Attachment D)
 - c. Cost Proposal (Attachment E)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment F)
2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The Contractor will be responsible for obtaining any associated permits at no cost to the Contractor.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19, of the Agreement attached as Attachment A, for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11, of the Agreement attached as Attachment A, for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10, of the Agreement attached as Attachment A, for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions in accordance to paragraph 17 of the Agreement, attached as Attachment A.

EXAMINATION OF BID MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the ITB, that it is aware of the applicable facts pertaining to the ITB process and its procedures and requirements, and that it has read and understands the ITB. Statistical information which may be contained in the ITB or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

Submitted to MITN:	Friday, May 30, 2025
Deadline for Submissions:	Wednesday, June 25, 2025 at 2:00p.m. Bids publicly opened 151 Martin Street, Birmingham, MI, 48009-City Commission Room 2 nd floor.
Award of Bid:	Estimated award by July 30, 2025

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall provide the following equipment and services in accordance with the requirements as defined and noted herein: **PAVEMENT MARKINGS 2025-2026**

PROJECT LOCATION: Birmingham, Michigan 48009

1. The City of Birmingham is accepting sealed bids from qualified vendors to provide **PAVEMENT MARKINGS 2025-2026**. Bids may be submitted for Handwork and/or Long Line/Center Line pavement markings.
2. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
3. This section and referenced documents shall constitute the Scope of Work for this project and, as such, all requirements must be met.
4. All bids submitted for the **PAVEMENT MARKINGS 2025-2026** must include specifications as listed in this Invitation to Bid as identified in the cost proposal bid documents (See Attachment E). Bidder is responsible for all pavement markings listed within specified areas and should bid accordingly. This includes all roadways, public municipal parking lots (excluding Lot 5 and Parking Structures), Birmingham Ice Arena and Lincoln Skate Park, Lincoln Hills and Springdale Golf Courses, as well as the City Hall and Department of Public Services.
6. Crosswalks within the Central Business District (CBD-See Attachment B):
 - a. Crosswalks shall be painted the City standard Continental 24" wide bars.
7. Crosswalks outside the Central Business District:
 - a. Continental Design: Crosswalks with 24" wide bars will be repainted. Continental Design-Crosswalks with smaller width bars will be repainted to the standard 24" wide bars.
 - b. Non-Continental Design: Will be repainted as is.
8. All locations within the perimeter marked on the map identified as Attachment C will be completed during the Fall. The entire City of Birmingham, including areas marked within Attachment C, shall be completed during the Spring. Any existing pavement markings in polyurea paint shall be repainted to meet or exceed the Michigan Department of State Highway and Transportation specifications (waterborne).
9. It is the bidders' responsibility to ensure any and all existing pavement markings are included in the bid proposal. The City expects that the contractor will review all existing markings within the City of Birmingham to ensure the proposal is accurate.

Attachment A

AGREEMENT OF (PAVEMENT MARKINGS 2025-2026)

THIS AGREEMENT is entered into this 15TH day of JUNE, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and HART PAVEMENT STRIPING a Michigan CORPORATION (Corporation, P.C., LLC, etc.), whose address is 3330 WARREN DRIVE, WATERFORD, MI 48329 hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2025-2026** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2025-2026** pursuant to the Invitation to Bid.

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 Proposal for **PAVEMENT MARKINGS 2025-2026** and all attachments thereto, posted May 30, 2025, and the Contractor's response to the City's Request for Proposal 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").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual written consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. 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. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor 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 Contractor 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 Contractors acceptance of the terms of this Agreement.

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

7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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.

8. **COMPLIANCE WITH LAWS:** Contractor 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 Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **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,

12

DDH

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 Contractor, either by offset to any amounts due and owing 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; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employees 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 Contractor 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, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, 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 Contactor 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.

12. 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: Ofc. Gina Moody

Contractor:
HART PAVEMENT STRIPING CORPORATION
3330 WARREN DRIVE
WATERFORD, MI 48329
Attn: DANN HART

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor 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 Contractors 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. 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.

15. 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.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor 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 Contractor 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.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one

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

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. 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.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 6-15-2025, to the City's Request for Proposals dated 6-25-2025 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 6-15-2025 (date of response) response, the terms of this Agreement shall prevail.

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

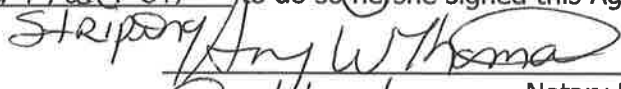
DDH

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

Contractor 
By: HART PAVEMENT STRIPING CORPORATION
Its: PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 16 day of June, 2025, before me personally
appeared Dann Haet, who acknowledged that with authority on behalf of
Hart Pavement Striping to do so he/she signed this Agreement.



Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 9-17-2025

AMY W THOMAS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Sept. 17, 2025
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

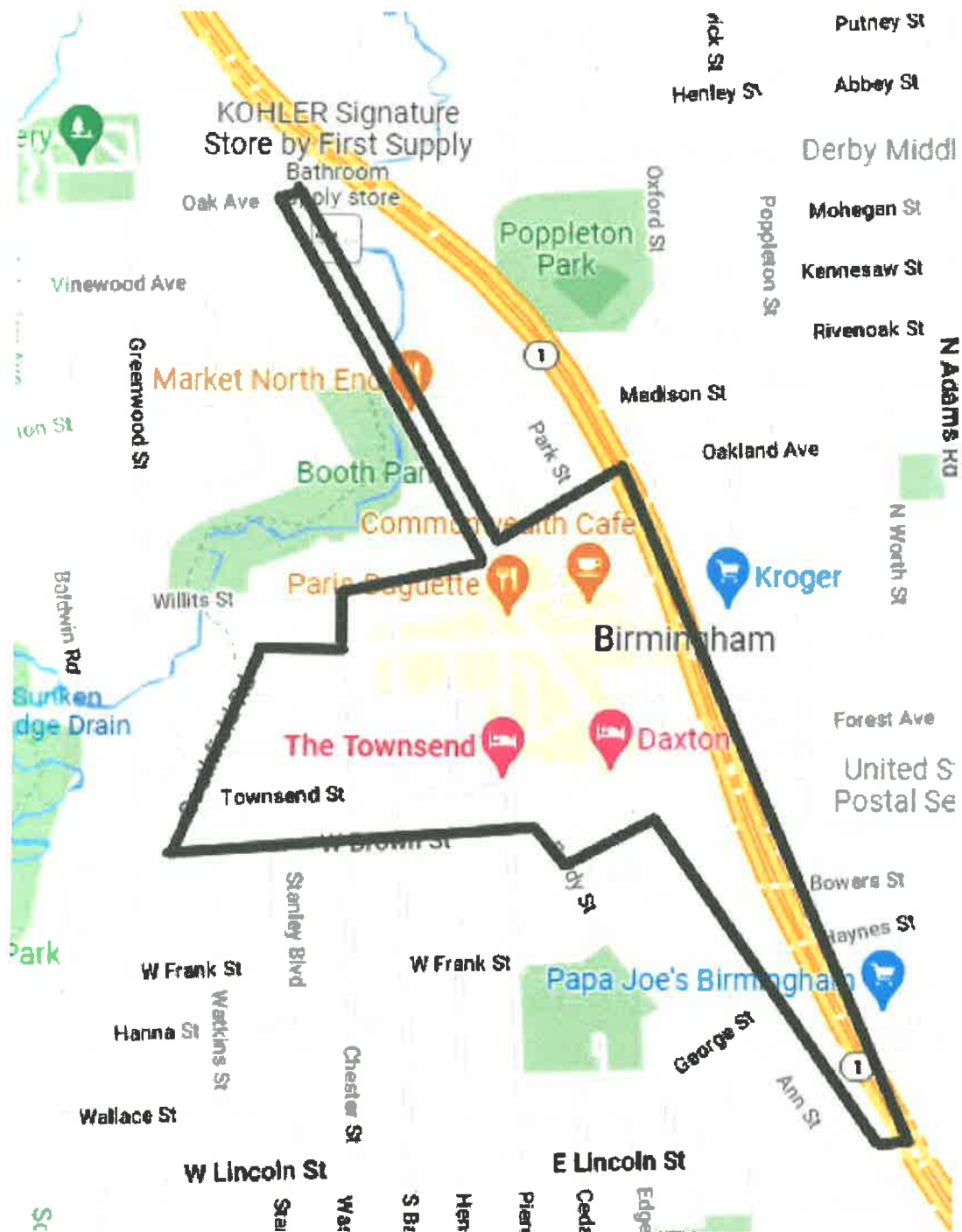
Jana L. Ecker, City Manager
(Approved as to substance)

Scott A. Grewe, Police Chief
(Approved as to substance)

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

Mary Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B – CENTRAL BUSINESS DISTRICT MAP For "PAVEMENT MARKINGS 2025-2026"



ATTACHMENT D - BIDDER'S AGREEMENT
For "PAVEMENT MARKINGS 2025-2026"

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

DANN HART	6-15-2025
PREPARED BY (Print Name)	DATE
PRESIDENT	6-15-2035
TITLE	DATE
	DDHART@HARTSTRIPING.COM
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, WATERFORD, MI 48329	248-673-3503
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT E – COST PROPOSAL (1 OF 3)
FALL 2025 HANDWORK
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING ALL PAVEMENT MARKINGS LOCATED WITHIN THE BOUNDARY PROVIDED ON ATTACHMENT C

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	9500	6" CROSS *REFERENCE SCOPE OF WORK	.50	4750
2	9500	12" CROSS *REFERENCE SCOPE OF WORK	1.00	9500
3	10000	24" CROSS *REFERENCE SCOPE OF WORK	3.00	30000
4	13000	YELLOW CURB	.50	6500
5	6	SCHOOL LEGENDS	300	1800
6	55	ONLY LEGENDS	100	5500
7	0	25 MPH LEGENDS	100	0
8	71	LEFT TURN ARROWS	150	10650
9	14	RIGHT TURN ARROWS	150	2100
10	11	THRU ARROWS	150	1650
11	19	COMBO ARROWS	250	4750
12	0	BLUE CURB	.50	0
13	7	HANDICAP SYMBOLS	20	140
14	18000	6" BLUE	.30	5400
15	20000	6" PARKING	.30	6000
16	600	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.50	300
17	500	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.00	500
18	2900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.50	4350
19	100	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	200
20	20	12" STOP	4	80
21	400	18" STOP	5	2000
22	2400	24" STOP	6	14400
23	0	4" WHITE – CITY PARKING LOTS	.30	0
24	6000	6" WHITE – CITY PARKING LOTS	.30	1800
25	0	6" YELLOW –CITY PARKING LOTS	.30	0
26	1200	YELLOW CURB – CITY PARKING LOTS	.50	600
27	2600	4" BLUE – CITY PARKING LOTS	.30	780
28	500	6" BLUE – CITY PARKING LOTS	.30	150
29	30	HANDICAP SYMBOLS – CITY PARKING LOTS and METER SPACES	20	600
30	N/A	YELLOW LINE - SEE ATTACHED LIST		
31	N/A	WHITE LINE – SEE ATTACHED LIST		
32	10	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150	1500
33	0	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	150	0
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (FALL 2025)				116,000

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

ATTACHMENT E – COST PROPOSAL (2 OF 3)
SPRING 2026 HANDWORK
For “PAVEMENT MARKINGS 2025-2026”

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL PAVEMENT MARKINGS LOCATED
WITHIN THE CITY OF BIRMINGHAM

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	19000	6" CROSS *REFERENCE SCOPE OF WORK	.50	9500
2	17000	12" CROSS *REFERENCE SCOPE OF WORK	1.00	17000
3	13800	24" CROSS *REFERENCE SCOPE OF WORK	3.00	41400
4	28200	YELLOW CURB	.50	14100
5	35	SCHOOL LEGENDS	300	10500
6	76	ONLY LEGENDS	100	7600
7	12	25 MPH LEGENDS	100	1200
8	89	LEFT TURN ARROWS	150	13350
9	22	RIGHT TURN ARROWS	150	3300
10	15	THRU ARROWS	150	2250
11	31	COMBO ARROWS	250	7750
12	20	BLUE CURB	1.00	20
13	10	HANDICAP SYMBOLS	20	200
14	20000	6" BLUE	.30	6000
15	29400	6" PARKING	.30	8820
16	2000	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.50	1000
17	1600	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.00	1600
18	2900	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.50	4350
19	90	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	180
20	260	12" STOP	3	780
21	940	18" STOP	3.50	3290
22	4500	24" STOP	4	18000
23	1000	4" WHITE – CITY PARKING LOTS	.30	300
24	11500	6" WHITE – CITY PARKING LOTS	.30	3450
25	10540	6" YELLOW – CITY PARKING LOTS	.30	3162
26	1200	YELLOW CURB – CITY PARKING LOTS	.50	600
27	2950	4" BLUE – CITY PARKING LOTS	.30	885
28	900	6" BLUE – CITY PARKING LOTS	.30	270
29	110	HANDICAP SYMBOLS – CITY PARKING LOTS AND METER SPACES	20	2200
30	NA	YELLOW LINE - SEE ATTACHED LIST	NA	0
31	NA	WHITE LINE – SEE ATTACHED LIST	NA	0
32	110	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	150	16500
33	0	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	0	0
34	0	MOBILIZATION / SETUP CHARGE	0	0
BID GRAND TOTAL AMOUNT (SPRING 2026)				199,557

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

ATTACHMENT E – COST PROPOSAL (3 OF 3)
SPRING 2026 YELLOW AND WHITE LONG LINES / CENTER LINES
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL QUANTITIES OF LOCATIONS LISTED BELOW

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
Bates/Willits to Lincoln, and dead-end of Bates
Bowers/Adams to Woodward
Bowers/East of Adams for approximately one block
Brown Street/Southfield to Woodward
Chester/Brown to Willits
Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
Coolidge southbound between Derby and Maple
Derby/East of Adams for approximately one block
Elm Street/Haynes to Bowers
Elm Street/south of Maple for approximately 40'
Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
include bicycle lane long lines
14 Mile Road/Cummings to east city limits (north lane lines only)
Hamilton/Woodward to Old Woodward
Lincoln/Arlington to Eton and Cranbrook to Hillside
Maple/Cranbrook to Southfield
Maple/Woodward to Coolidge (Edenborough to Coolidge, north lane lines only)
Merrill/Southfield to Woodward
Oak Street/Old Woodward to Woodward/Lakeside to City limits
Oakland Boulevard/Old Woodward to Lawndale
Old Woodward/North crossover to Willits/Oakland
Park Street/Maple to Oakland
Pierce Street/Maple to Brown
Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
Southfield/Maple to 14 Mile Road
Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1		YELLOW LINE		NA
2		WHITE LINE		NA
3		MOBILIZATION / SETUP CHARGE		NA
		BID GRAND TOTAL AMOUNT (SPRING 2026)		NA

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

**ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM For "PAVEMENT MARKINGS 2025-2026"**

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

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

DANN HART	6-15-2025
PREPARED BY (Print Name)	DATE
PRESIDENT	6-15-2025
TITLE	DATE
	DDHART@HARTSTRIPING.COM
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
HART PAVEMENT STRIPING CORPORATION	
COMPANY	
3330 WARREN DRIVE, WATERFORD MI 48329	248-673-3503 OR 248-762-9171
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-2806542	
TAXPAYER I.D.#	

Attachment A

AGREEMENT OF (PAVEMENT MARKINGS 2025-2026)

THIS AGREEMENT is entered into this 28th day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Royalty Pavement Markings, a Michigan Corporation, whose address is 2783 N Lakeshore, Carsonville, MI, 48419, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2025-2026** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2025-2026** pursuant to the Invitation to Bid.

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 Proposal for **PAVEMENT MARKINGS 2025-2026** and all attachments thereto, posted May 30, 2025, and the Contractor's response to the City's Request for Proposal 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").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual written consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. 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. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor 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 Contractor 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 Contractors acceptance of the terms of this Agreement.

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

7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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.

8. **COMPLIANCE WITH LAWS:** Contractor 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 Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **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 Contractor, either by offset to any amounts due and owing 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; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employees 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 Contractor 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, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, 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 Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost

of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. 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: Ofc. Gina Moody

Contractor:
Royalty Pavement Markings
2783 N Lakeshore
Carsonville, MI, 48419
Attn: Michael Saylor

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor 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 Contractors 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. 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.

15. 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.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor 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 Contractor 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.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one

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

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. 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.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated June 25, 2025, to the City's Request for Proposals dated June 25, 2025(attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor June 25, 2025 response, the terms of this Agreement shall prevail.

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

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

Contractor

By: 

Its: owner

Royalty Pavement Markings

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 22 day of July, 2025, before me personally appeared Michael Saylor, who acknowledged that with authority on behalf of Royalty Pavement Markings to do so he/she signed this Agreement.



Notary Public

Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 2030

JENNIFER L. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 18, 2030
ACTING IN COUNTY OF

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

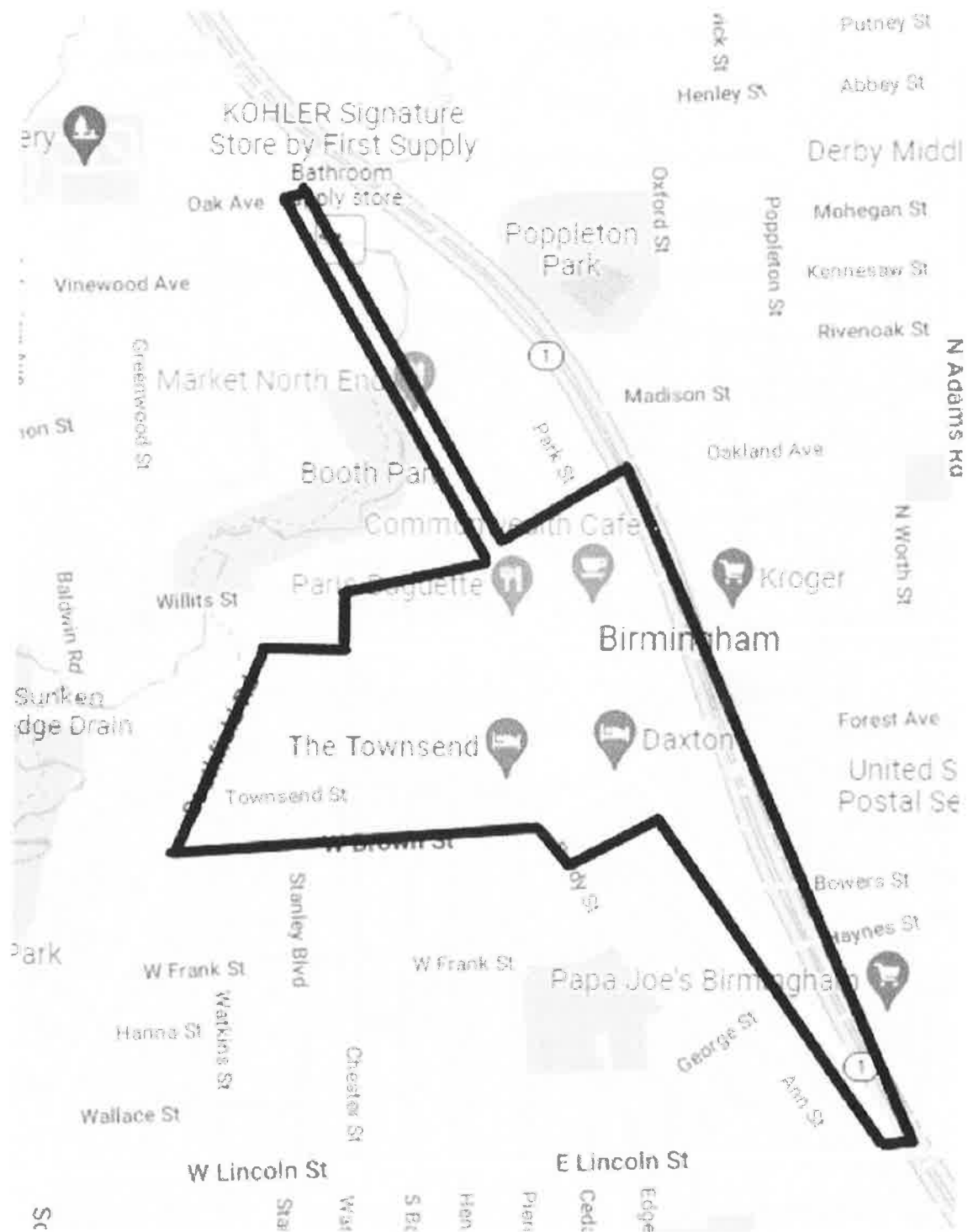

Jana L. Ecker, City Manager
(Approved as to substance)


Scott A. Grewe, Police Chief
(Approved as to substance)

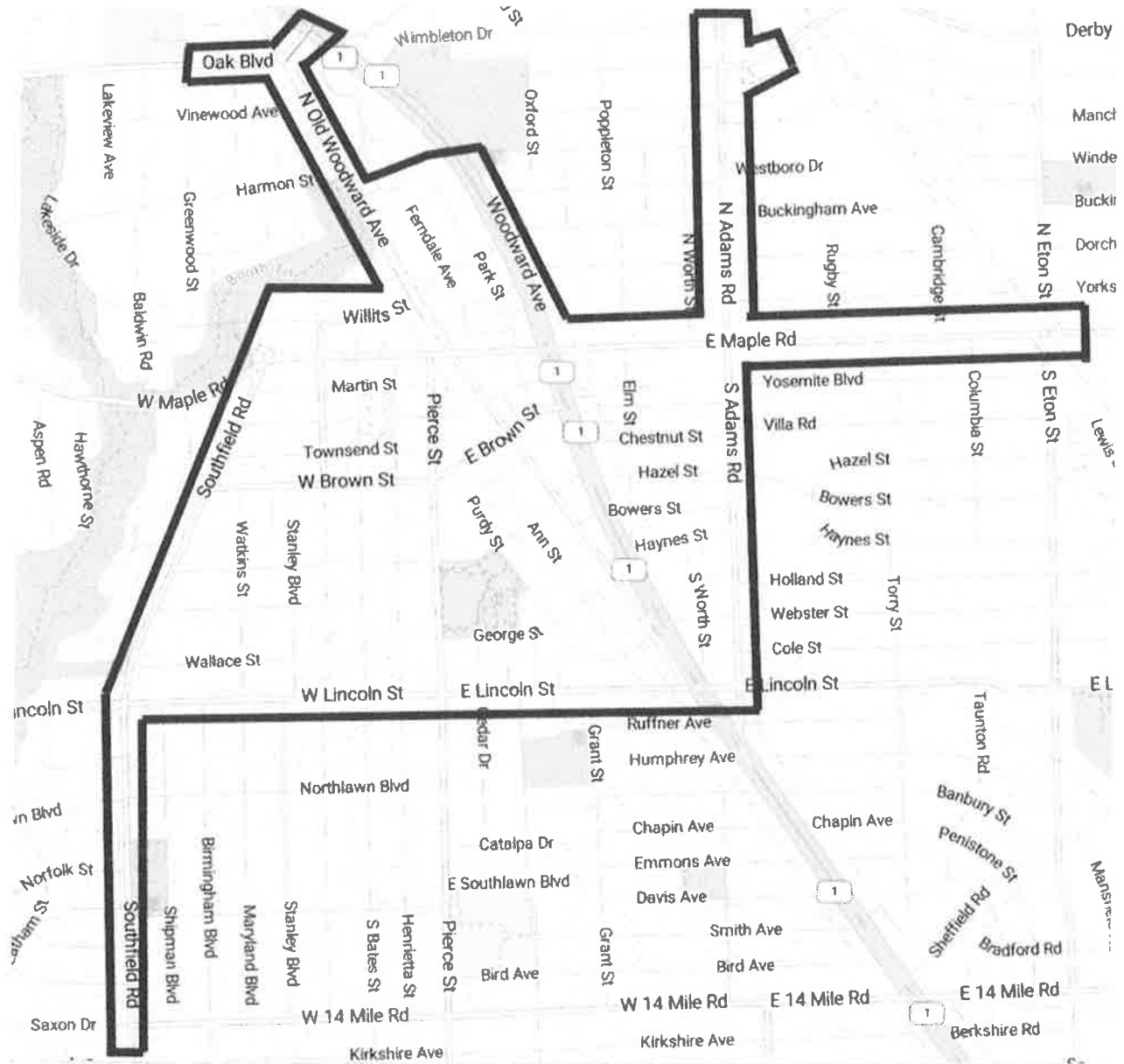

Mary M. Kucharek, City Attorney
(Approved as to form)


Mary Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B – CENTRAL BUSINESS DISTRICT MAP
For "PAVEMENT MARKINGS 2025-2026"



ATTACHMENT C – FALL LINE PAINTING MAP For "PAVEMENT MARKINGS 2025-2026"



ATTACHMENT D - BIDDER'S AGREEMENT
For "PAVEMENT MARKINGS 2025-2026"

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Michael Saylor

06/25/2025

PREPARED BY
(Print Name)

DATE

Owner

06/25/2025

TITLE

DATE


AUTHORIZED SIGNATURE

msaylor75@gmail.com

E-MAIL ADDRESS

Royalty Pavement Markings

COMPANY

2783 N Lakeshore

Carsonville, MI 48419

810-223-7137

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT E – COST PROPOSAL (1 OF 3)
FALL 2025 HANDWORK
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING ALL PAVEMENT MARKINGS LOCATED WITHIN THE BOUNDARY PROVIDED ON ATTACHMENT C

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	0	6" CROSS *REFERENCE SCOPE OF WORK	.75	0
2	538	12" CROSS *REFERENCE SCOPE OF WORK	1.25	672.50
3	14,084	24" CROSS *REFERENCE SCOPE OF WORK	2.50	35,210.00
4	13,043	YELLOW CURB	2.00	26,086.00
5	0	SCHOOL LEGENDS	70.00	0
6	63	ONLY LEGENDS	50.00	3,150.00
7	3	25 MPH LEGENDS	50.00	150.00
8	73	LEFT TURN ARROWS	50.00	3,650.00
9	24	RIGHT TURN ARROWS	50.00	1,200.00
10	13	THRU ARROWS	40.00	520.00
11	26	COMBO ARROWS	50.00	1,300.00
12	0	BLUE CURB	2.50	0
13	0	HANDICAP SYMBOLS	20.00	0
14	5,225	6" BLUE	.75	3,918.75
15	16,070	6" PARKING	.75	12,052.50
16	3,129	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.75	2,346.75
17	768	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.25	960.00
18	0	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.75	0
19	482	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	964.00
20	0	12" STOP	1.25	0
21	358	18" STOP	2.00	716.00
22	2767	24" STOP	2.50	6,918.00
23	0	4" WHITE – CITY PARKING LOTS	.75	0
24	4,047	6" WHITE – CITY PARKING LOTS	.75	3,035.25
25	5846	6" YELLOW –CITY PARKING LOTS	.75	4,384.50
26	324	YELLOW CURB – CITY PARKING LOTS	2.50	810.00
27	115	4" BLUE – CITY PARKING LOTS	.50	57.50
28	798	6" BLUE – CITY PARKING LOTS	.50	399.00
29	11	HANDICAP SYMBOLS – CITY PARKING LOTS and METER SPACES	25.00	275.00
30	0	YELLOW LINE - SEE ATTACHED LIST	N/A	0
31	0	WHITE LINE – SEE ATTACHED LIST	N/A	0
32	25	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	100.00	2,500.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	75.00	3,000.00
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (FALL 2025)				114,225.75

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

ATTACHMENT E – COST PROPOSAL (2 OF 3)
SPRING 2026 HANDWORK
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL PAVEMENT MARKINGS LOCATED
WITHIN THE CITY OF BIRMINGHAM

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	2,275	6" CROSS *REFERENCE SCOPE OF WORK	.75	1,706.25
2	3,906	12" CROSS *REFERENCE SCOPE OF WORK	1.25	4,882.50
3	17,472	24" CROSS *REFERENCE SCOPE OF WORK	2.50	43,680.00
4	21,770	YELLOW CURB	2.00	43,540.00
5	21	SCHOOL LEGENDS	70.00	1,470.00
6	65	ONLY LEGENDS	50.00	3,250.00
7	10	25 MPH LEGENDS	50.00	500.00
8	79	LEFT TURN ARROWS	50.00	3,950.00
9	24	RIGHT TURN ARROWS	50.00	1,200.00
10	13	THRU ARROWS	40.00	520.00
11	26	COMBO ARROWS	50.00	1,300.00
12	0	BLUE CURB	2.50	0
13	0	HANDICAP SYMBOLS	20.00	0
14	5,225	6" BLUE	.75	3,918.75
15	16,163	6" PARKING	.75	12,122.25
16	7,787	6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	.75	5,840.25
17	668	12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.25	960.00
18	0	16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	1.75	0
19	602	18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK	2.00	1,204.00
20	200	12" STOP	1.25	250.00
21	1,554	18" STOP	2.00	3,108.00
22	3,988	24" STOP	2.50	9,970.00
23	1,893	4" WHITE – CITY PARKING LOTS	.75	1,419.75
24	4,419	6" WHITE – CITY PARKING LOTS	.75	3,314.25
25	7,517	6" YELLOW – CITY PARKING LOTS	.75	5,637.75
26	324	YELLOW CURB – CITY PARKING LOTS	2.50	810.00
27	0	4" BLUE – CITY PARKING LOTS	.50	0
28	1,326	6" BLUE – CITY PARKING LOTS	.50	663.00
29	18	HANDICAP SYMBOLS – CITY PARKING LOTS AND METER SPACES	25.00	450.00
30	0	YELLOW LINE - SEE ATTACHED LIST	N/A	0
31	0	WHITE LINE – SEE ATTACHED LIST	N/A	0
32	42	SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)	100.00	4,200.00
33	40	MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)	75.00	3,000.00
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (SPRING 2026)				162,866.75

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

ATTACHMENT E – COST PROPOSAL (3 OF 3)
SPRING 2026 YELLOW AND WHITE LONG LINES / CENTER LINES
For "PAVEMENT MARKINGS 2025-2026"

**NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL QUANTITIES OF LOCATIONS LISTED BELOW**

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
Bates/Willits to Lincoln, and dead-end of Bates
Bowers/Adams to Woodward
Bowers/East of Adams for approximately one block
Brown Street/Southfield to Woodward
Chester/Brown to Willits
Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
Coolidge southbound between Derby and Maple
Derby/East of Adams for approximately one block
Elm Street/Haynes to Bowers
Elm Street/south of Maple for approximately 40'
Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
include bicycle lane long lines
14 Mile Road/Cummings to east city limits (north lane lines only)
Hamilton/Woodward to Old Woodward
Lincoln/Arlington to Eton and Cranbrook to Hillside
Maple/Cranbrook to Southfield
Maple/Woodward to Coolidge (Edenborough to Coolidge, north lane lines only)
Merrill/Southfield to Woodward
Oak Street/Old Woodward to Woodward/Lakeside to City limits
Oakland Boulevard/Old Woodward to Lawndale
Old Woodward/North crossover to Willits/Oakland
Park Street/Maple to Oakland
Pierce Street/Maple to Brown
Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
Southfield/Maple to 14 Mile Road
Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1		YELLOW LINE	N/A	N/A
2		WHITE LINE	N/A	N/A
3		MOBILIZATION / SETUP CHARGE	N/A	N/A
		BID GRAND TOTAL AMOUNT (SPRING 2026)	0	0

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

**ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM For "PAVEMENT MARKINGS 2025-2026"**

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

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

Michael Saylor	06/25/2025
PREPARED BY (Print Name)	DATE
Owner	06/25/2025
TITLE	DATE
	msaylor75@gmail.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Royalty Pavement Markings	
COMPANY	
2783 N Lakeshore	810-223-7137
Carsonville, MI 48419	
ADDRESS	PHONE
NAME OF PARENT COMPANY	
PHONE	
ADDRESS	
93-1372162	
TAXPAYER I.D.#	

Attachment A

AGREEMENT OF (PAVEMENT MARKINGS 2025-2026)

THIS AGREEMENT is entered into this 28th day of July, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and P.K. Contracting, a Michigan LLC, whose address is 1965 Barrett Dr, Troy, MI, 48084, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City has solicited sealed bids from qualified parties presenting their qualifications, capabilities and costs to provide **PAVEMENT MARKINGS 2025-2026** per the specifications contained in an Invitation to Bid; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform **PAVEMENT MARKINGS 2025-2026** pursuant to the Invitation to Bid.

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 Proposal for **PAVEMENT MARKINGS 2025-2026** and all attachments thereto, posted May 30, 2025, and the Contractor's response to the City's Request for Proposal 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").

2. TERM: This Agreement shall have a term of one year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date. The City and Contractor may, upon mutual written consent, agree to extend the Agreement at the same rate for two (2) additional years.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor and materials supplied for work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. 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. Payment terms will be net 30 days unless otherwise specified by the City.

4. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor 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 Contractor 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 Contractors acceptance of the terms of this Agreement.

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

7. **INDEPENDENT CONTRACTOR:** The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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.

8. **COMPLIANCE WITH LAWS:** Contractor 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 Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. **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 Contractor, either by offset to any amounts due and owing 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; Contractor agrees and understands that its engagement is at-will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

11. STANDARD INSURANCE REQUIREMENTS: The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

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

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employees 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 Contractor 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, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, 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 Contactor 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.

12. 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: Ofc. Gina Moody

Contractor:
P.K. Contracting, LLC
1965 Barrett Dr
Troy, MI, 48084
Attn: Nicholas C. Shea

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor 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 Contractors 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 Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

14. 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.

15. 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.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor 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 Contractor 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.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one

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

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. 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.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated June 25, 2025, to the City's Request for Proposals dated June 25, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor June 25, 2025 response, the terms of this Agreement shall prevail.

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

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

Contractor P.K. CONTRACTING, LLC

By: Nicholas C. Shea
Its: _____

Nicholas C. Shea, Vice President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 25 day of June, 2025, before me personally appeared Nicholas C. Shea, who acknowledged that with authority on behalf of P.K. Contracting to do so he/she signed this Agreement. .

Karen Bissonette
Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

KAREN BISSONETTE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires May 07, 2030
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Scott A. Grewe
Scott A. Grewe, Police Chief
(Approved as to substance)

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

Mary Chavez
Mary Chavez, Finance Director
(Approved as to Financial Obligation)



ATTACHMENT D - BIDDER'S AGREEMENT
For "PAVEMENT MARKINGS 2025-2026"

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

<u>NICHOLAS C. SHEA</u> PREPARED BY (Print Name)	<u>6-18-25</u> DATE
<u>VICE PRESIDENT</u> TITLE	<u>6-18-25</u> DATE
<u></u> AUTHORIZED SIGNATURE	<u>nick@pkcontracting.com</u> E-MAIL ADDRESS
<u>P.K. CONTRACTING, LLC</u> COMPANY	
<u>1965 BARRETT DR TROY, MI 48064</u> ADDRESS	<u>248 302 2130</u> PHONE
<u>NAME OF PARENT COMPANY</u>	<u>PHONE</u>
<u>ADDRESS</u>	

ATTACHMENT E – COST PROPOSAL (1 OF 3)
FALL 2025 HANDWORK
For “PAVEMENT MARKINGS 2025-2026”

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING ALL PAVEMENT MARKINGS LOCATED WITHIN THE BOUNDARY PROVIDED ON ATTACHMENT C

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1		6" CROSS *REFERENCE SCOPE OF WORK		
2		12" CROSS *REFERENCE SCOPE OF WORK		
3		24" CROSS *REFERENCE SCOPE OF WORK		
4		YELLOW CURB		
5		SCHOOL LEGENDS		
6		ONLY LEGENDS		
7		25 MPH LEGENDS		
8		LEFT TURN ARROWS		
9		RIGHT TURN ARROWS		
10		THRU ARROWS		
11		COMBO ARROWS		
12		BLUE CURB		
13		HANDICAP SYMBOLS		
14		6" BLUE		
15		6" PARKING		
16		6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
17		12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
18		16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
19		18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
20		12" STOP		
21		18" STOP		
22		24" STOP		
23		4" WHITE – CITY PARKING LOTS		
24		6" WHITE – CITY PARKING LOTS		
25		6" YELLOW –CITY PARKING LOTS		
26		YELLOW CURB – CITY PARKING LOTS		
27		4" BLUE – CITY PARKING LOTS		
28		6" BLUE – CITY PARKING LOTS		
29		HANDICAP SYMBOLS – CITY PARKING LOTS and METER SPACES		
30		YELLOW LINE - SEE ATTACHED LIST		
31		WHITE LINE – SEE ATTACHED LIST		
32		SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)		
33		MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)		
34		MOBILIZATION / SETUP CHARGE		
BID GRAND TOTAL AMOUNT (FALL 2025)				

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

ATTACHMENT E – COST PROPOSAL (2 OF 3)
SPRING 2026 HANDWORK
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL PAVEMENT MARKINGS LOCATED
WITHIN THE CITY OF BIRMINGHAM

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1		6" CROSS *REFERENCE SCOPE OF WORK		
2		12" CROSS *REFERENCE SCOPE OF WORK		
3		24" CROSS *REFERENCE SCOPE OF WORK		
4		YELLOW CURB		
5		SCHOOL LEGENDS		
6		ONLY LEGENDS		
7		25 MPH LEGENDS		
8		LEFT TURN ARROWS		
9		RIGHT TURN ARROWS		
10		THRU ARROWS		
11		COMBO ARROWS		
12		BLUE CURB		
13		HANDICAP SYMBOLS		
14		6" BLUE		
15		6" PARKING		
16		6" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
17		12" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
18		16" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
19		18" WHITE HATCH – CROSSWALKS *REFERENCE SCOPE OF WORK		
20		12" STOP		
21		18" STOP		
22		24" STOP		
23		4" WHITE – CITY PARKING LOTS		
24		6" WHITE – CITY PARKING LOTS		
25		6" YELLOW – CITY PARKING LOTS		
26		YELLOW CURB – CITY PARKING LOTS		
27		4" BLUE – CITY PARKING LOTS		
28		6" BLUE – CITY PARKING LOTS		
29		HANDICAP SYMBOLS – CITY PARKING LOTS AND METER SPACES		
30		YELLOW LINE - SEE ATTACHED LIST		
31		WHITE LINE – SEE ATTACHED LIST		
32		SHARROWS (TRAVEL LANE SYMBOL FOR CYCLISTS)		
33		MOPED SYMBOLS (STENCIL PLUS 4" WHITE LINES)		
34		MOBILIZATION / SETUP CHARGE		
		BID GRAND TOTAL AMOUNT (SPRING 2026)		

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

ATTACHMENT E – COST PROPOSAL (3 OF 3)
SPRING 2026 YELLOW AND WHITE LONG LINES / CENTER LINES
For "PAVEMENT MARKINGS 2025-2026"

NOTE: BIDDER IS RESPONSIBLE FOR QUOTING
ALL QUANTITIES OF LOCATIONS LISTED BELOW

BIDDER TO COMPLETE ALL BLANKS IN THIS DOCUMENT

STREETS TO BE PAINTED IN ACCORDANCE WITH MMUTCD:

Adams Road/Woodward to Big Beaver
Bates/Willits to Lincoln, and dead-end of Bates
Bowers/Adams to Woodward
Bowers/East of Adams for approximately one block
Brown Street/Southfield to Woodward
Chester/Brown to Willits
Chesterfield for approximately 135' south of Quarton and also for approximately 200' North of Maple
Coolidge southbound between Derby and Maple
Derby/East of Adams for approximately one block
Elm Street/Haynes to Bowers
Elm Street/south of Maple for approximately 40'
Eton/Derby to Eton one block north of 14 Mile (include in bid amount – do not paint without approval)
include bicycle lane long lines
14 Mile Road/Cummings to east city limits (north lane lines only)
Hamilton/Woodward to Old Woodward
Lincoln/Arlington to Eton and Cranbrook to Hillside
Maple/Cranbrook to Southfield
Maple/Woodward to Coolidge (Edenborough to Coolidge, north lane lines only)
Merrill/Southfield to Woodward
Oak Street/Old Woodward to Woodward/Lakeside to City limits
Oakland Boulevard/Old Woodward to Lawndale
Old Woodward/North crossover to Willits/Oakland
Park Street/Maple to Oakland
Pierce Street/Maple to Brown
Shirley/from a point 300' north of Lincoln to a point 600' north of Lincoln
Southfield/Maple to 14 Mile Road
Willits/Woodward to Chester

ITEM	EST QTY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	130,000	YELLOW LINE	\$.10	\$ 13,000.00
2	40,000	WHITE LINE	\$.11	\$ 4,400.00
3		MOBILIZATION / SETUP CHARGE	\$ 950.00	\$ 950.00
		BID GRAND TOTAL AMOUNT (SPRING 2026)		\$ 18,350.00

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

**ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION
FORM For "PAVEMENT MARKINGS 2025-2026"**

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

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

NICHOLAS C. SHEA	6.18.25
PREPARED BY	DATE
(Print Name)	
VICE PRESIDENT	6.18.25
TITLE	DATE
	nick@pkcontracting.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
P.K. CONTRACTING, LLC	
COMPANY	
1905 BARRETT DR, TROY, MI 48064	248 362 2130
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
TAXPAYER I.D.#	



MEMORANDUM

Engineering Department

DATE: July 23, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2025 Concrete Sidewalk Trip Hazard Elimination Program
Contract #3-25(SW) – Contract Award

INTRODUCTION:

The 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program with the City of Birmingham is still open. Precision Concrete Cutting, Inc. has offered to hold the unit pricing from the 2024 Concrete Sidewalk Trip Hazard Elimination Program to the 2025 Concrete Sidewalk Trip Hazard Elimination Program. The Engineering Department recommends a change order to the existing program to add the 2025 Concrete Sidewalk Trip Hazard Elimination Program.

BACKGROUND:

At the July 11, 2022 City Commission meeting, the 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program was awarded to Precision Concrete Cutting, Inc. They completed work in Area 5 (14 Mile Road to Maple Road, Cranbrook Road to either Southfield Road south of Lincoln, or the Rouge River north of Lincoln) in 2022, Area 6 (Maple Road to Quarton Road, west City limits to Woodward Avenue/N. Old Woodward, excludes downtown area) Area 7 (Maple Road to north City limits, Woodward Avenue/N. Old Woodward to Adams, excludes downtown area) in 2023, and Area 8 (Maple Road to north City limits, Adams Road to Coolidge Road) in 2024.

The 2025 Concrete Sidewalk Trip Hazard Elimination Program includes Area 2, which is located between 14 Mile Road and Maple Road, east City limits to Adams north of Humphrey, and Woodward Avenue south of Humphrey.

Precision Concrete Cutting, Inc. has offered to hold all their unit pricing from the 2024 Concrete Sidewalk Trip Hazard Elimination Program for the upcoming 2025 Concrete Sidewalk Trip Hazard Elimination Program. The Engineering Department recommends this for several reasons. There has been an increase in labor and material costs over the past year, and the Engineering Department has seen higher unit pricing on recently bid projects. If this project went out for public bidding, the unit pricing would be higher than the bids received in July 2022. The City will also save money on issuing the project specifications and staff time to solicit bids. Also, the Engineering Department can tailor the proposed scope of work to match the City's current budget for the 2025 Concrete Sidewalk Trip Hazard Elimination Program.

LEGAL REVIEW:

The City Attorney reviewed the 2022-2024 Concrete Trip Hazard Elimination Program contract and the City Ordinances and sees no legal issues. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:

The 2025 Concrete Trip Hazard Elimination Program was budgeted for in the 2025/2026 budget in the General Sidewalk Fund. The change order will be funded as follows:

Fund Account	Fund ID Number	Budget	Change Order Amount
General Sidewalk	101-444.001-811.0100	\$320,000.00	\$320,000.00

SUSTAINABILITY:

This method eliminates the need for full replacement of concrete sidewalk slabs, which is more expensive and produces high greenhouse gas emissions.

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

No public communications are anticipated as this method of eliminating trip hazards is performed quickly and causes little disruption to the residents and pedestrians in the immediate area. Information about the project will be included on the Engineering Department's webpage and in the monthly City Manager's Report.

SUMMARY:

The Engineering Department is recommending a change order to the 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program #10-22(SW) to add the 2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25 (SW).

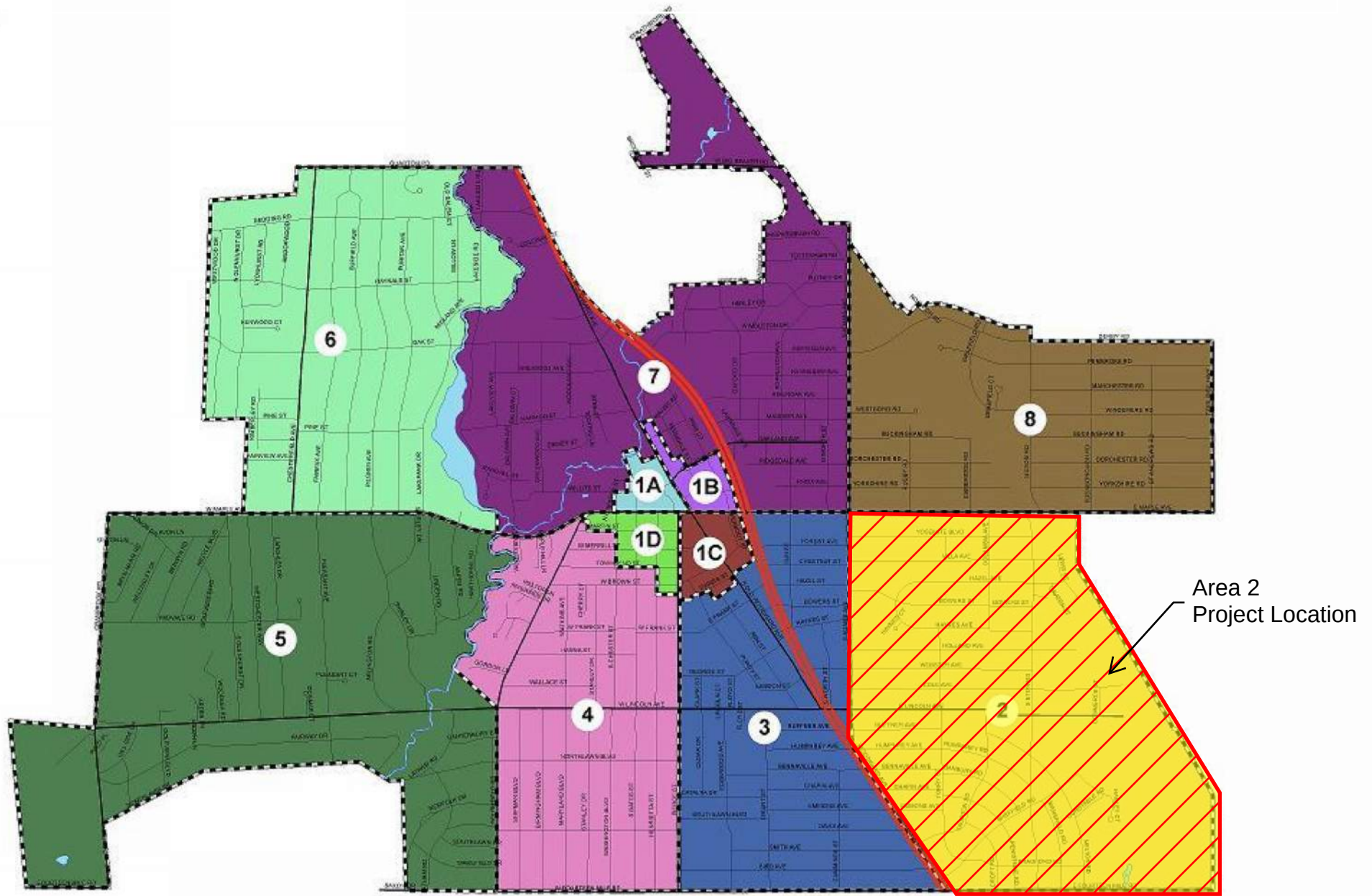
ATTACHMENTS:

- Primary Project Area Map
- Precision Concrete Cutting Company Letter
- 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program Project Proposal and Contract Award
- First Amendment to the 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program #8-22 (SW)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an amendment to the 2022-2024 Concrete Sidewalk Trip Hazard Elimination Program #10-22 (SW) for the 2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25 (SW) in the amount not to exceed of \$320,000.00. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City.

2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25 (SW)





1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.MichiganSafeSidewalks.com

March 26, 2025



City of Birmingham

Attn: Melissa Coatta, P.E. City Engineer
151 Martin St
Birmingham, MI 48009

Phone: (248) 530-1850 Email: mcoatta@bhamgov.org

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, City of Birmingham July 2025 thru June 2026 – Contract & Rate Extension**

Melissa,

We appreciate being a significant part of your successful 2024 Sidewalk Remediation Program. PCC would like to extend our program into your 2025 season. Please consider this letter as our formal agreement to extend the terms of our existing 2024 contract rates into 2025. This provides the City with the same rate contracted for July 2024 – June 2025 (\$17.52 per linear foot for Sidewalk Trip Hazard Elimination and \$21.70 per linear foot for Emergency Sidewalk Trip Hazard Elimination) into your July 2025 - June 2026 fiscal year.

All other terms and conditions of the original agreement shall remain unchanged and in full effect unless otherwise modified in writing and agreed upon by both parties.

If you have any questions or require further clarification, please do not hesitate to contact me.

We appreciate our continued partnership and look forward to another successful project.

Ben Johnson

Ben Johnson, Business Dev Mgr, SE Michigan
and Mark Bonkowski (President)

Precision Concrete, Inc.

1896 Goldeneye Drive
Holland MI 49424

(248) 606-9161 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

SIDEWALK TRIP ELIMINATION SERVICES

CONTRACT #10-22(SW)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

AEW Project No. 0221-0057

Prepared By:



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234



**REQUEST FOR PROPOSALS
For TRIP ELIMINATION SERVICES**

Sealed proposals endorsed **"SIDEWALK TRIP ELIMINATION SERVICES – CONTRACT #10-22(SW)"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until June 2, 2022 at 2:00pm after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified contractors to provide services to eliminate sidewalk trip hazards in the locations as specified herein and/or by the City Engineer. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Intergovernmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: Scott Zielinski, P.E., Assistant City Engineer.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	May 16, 2022
Deadline for Submissions:	June 2, 2022 by 2:00 PM Eastern Standard Time
Contact Person:	Scott Zielinski P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248.530.1838 Email: szielinski@bhamgov.org



REQUEST FOR PROPOSALS
For SIDEWALK TRIP ELIMINATION SERVICES

Contents

INTRODUCTION.....	3
REQUEST FOR PROPOSALS (RFP).....	4
INVITATION TO SUBMIT A PROPOSAL.....	4
INSTRUCTIONS TO BIDDERS	4
EVALUATION PROCEDURE AND CRITERIA	5
TERMS AND CONDITIONS	6
CONTRACTOR'S RESPONSIBILITIES	6
CITY RESPONSIBILITY.....	7
SETTLEMENT OF DISPUTES	7
INSURANCE	7
CONTINUATION OF COVERAGE	7
EXECUTION OF CONTRACT	8
INDEMNIFICATION.....	8
CONFLICT OF INTEREST	8
EXAMINATION OF PROPOSAL MATERIALS	8
SCOPE OF WORK	8
ATTACHMENT A - AGREEMENT	12
ATTACHMENT B - BIDDER'S AGREEMENT	20
ATTACHMENT C - COST PROPOSAL	22
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM.....	25
ATTACHMENT E – SIDEWALK TRIP ELIMINATION DISTRICT.....	27
ATTACHMENT F – REQUIRED BONDS.....	29

INTRODUCTION

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor." References to the "sidewalk system" shall generally refer to the City's public sidewalk system, and more specifically the trip elimination district, as outlined in the attached map under Attachment E.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified firms to provide services to improve the City's sidewalk system, including the review and elimination of trip hazards due to vertical joint displacements greater than 0.5 inch and less than 1.25 inches, in the most clean and efficient manner, with the least impact to vehicular and pedestrian traffic. Displacements encountered that are greater than 1.25 inches will be repaired under traditional concrete sidewalk replacement methods, and are not considered a part of this contract.

The determination of the award of this contract will not be made solely based on the lowest cost bid. Each bidder is required to prepare written details of the procedures used to repair vertical joint displacements of the sidewalk system greater than 0.5 inch (trip hazards) and less than 1.25 inches, including but not limited to listing its: Certifications, processes, schedule, cleanup methods, recycling, road/sidewalk closure requirements, and cost. References from other similar customers, such as municipalities, are most relevant, and shall be submitted for consultation.

Pricing, cleanliness, speed, and accuracy, with minimal impacts to vehicular and pedestrian traffic will all be reviewed during the bid evaluation process. Minimal impact upon the adjacent property and existing landscaping will also be considered.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the bid evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations to City staff as part of the evaluation.

It is anticipated the selection of a firm will be completed by June 8, 2022. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. The City shall have the right to negotiate final payment terms, expectations, and specifications with the successful Contractor prior to the final signing of said Agreement. Contract services will commence upon execution of the service agreement by the City. All work referenced within this Agreement shall be satisfactorily completed prior to final payment.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide sidewalk trip hazard elimination of the City's sidewalk system in the area as designated in the RFP.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than June 2, 2022 by 2:00 PM Eastern Standard Time to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"SIDEWALK TRIP ELIMINATION SERVICES"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Scott Zielinski, Assistant City Engineer at szielinski@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. Each respondent shall review the Scope of Work and include in his or her proposal the following items:
 - a. Technical specifications of his or her processes and methods to correct vertical sidewalk joint deficiencies;
 - b. Ability to access sidewalk work areas without driving equipment on adjacent lawns;
 - c. Cleanup process;

- d. Vehicular and pedestrian traffic maintenance practices;
 - e. Work schedules/timeframes to complete work;
 - f. Cost details to complete the work, including unit pricing per foot of sidewalk joint trip hazard elimination;
 - g. Written statement and photographs as to the condition that the walking surface will be left in upon completion of the proposed treatment;
 - h. Any other pertinent information to be used in the City's bid evaluation.
- 5 The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder based upon the City's determination of the evaluation of the value of its processes in combination with lowest price and the contract will require the completion of the work pursuant to these documents.
 - 6 Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
 - 7 Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and email address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of the response to this RFP including a demonstrated understanding of the enclosed scope of work and the City's sidewalk system.
4. Overall Costs.
5. Processes/Methods of completing the work.
6. Cleanup process.
7. Details of impacts to vehicular and pedestrian traffic.
8. Details of work schedule and efficiency of completing the work.
9. Details of condition of walking surface upon completion.
10. Statement of understanding that if concrete is inadvertently damaged during process, such as an unexpected fracture, then the Contractor shall become responsible for traditional concrete removal and replacement.
11. Statement clarifying if there are any existing sidewalk conditions that would represent a special situation that would result in the Contractor refusing to perform the trip elimination hazard treatment, and if so, what conditions

would be applicable. (Note that the City will not suggest this treatment on any fractured concrete slabs.)

12. Statement of understanding that the elimination of all existing trip hazards as specified within the Contract shall be completed no later than October 31 for each year of the contract or the Contractor shall be fined an amount of \$400 per calendar day until such trip hazards are successfully removed.
13. Other pertinent information provided by the Contractor.
14. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion and any time during the three (3) year contract term should it be determined that the services provided do not meet the specifications contained herein or for no cause, with 30 days written notice. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn by the Contractor up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. The Contractor will not exceed the timelines established for the completion of this project.
7. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B - p. 18)

- b. Cost Proposal (Attachment C - p. 19)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 21)
 - d. Agreement (p. 12 – only if selected by the City).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
 3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 8).
 4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
 5. Provide a list of sub-contractors and their qualifications, if applicable.
 6. Provide three (3) client references from past projects, include current phone numbers and e-mail addresses. At least two (2) of the client references should be for projects of similar scope.
 7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline. Contractor shall be aware that all trip elimination hazard work shall be 100% complete within the designated work area no later than October 31 of each year of the contract.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage,

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

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

SCOPE OF WORK

This section shall constitute the Scope of Work and the Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. Project Coordination & Management: The Contractor shall attend a preconstruction meeting with the City staff prior to starting work to review the work plan, procedure, and any concerns that either party may have. The Contractor shall coordinate with designated City staff regarding schedule, deliverables and the scope of work. The Contractor shall provide a list of personnel to work on the project prior to commencement of work, including field supervisors and technicians. The designated field supervisor shall be always present during work operations.
2. Emergency Contacts/Safety Plan: Prior to commencement of the work, the Contractor shall submit a list of emergency contacts and safety plan to the City Engineer.

3. Perform Repairs: The Contractor shall remove vertical displacements of 0.5 inch to 1.25 inches, all inclusive, on existing sidewalk joints, using methods acceptable to the City that comply with current ADA specifications, under the following conditions:
- a. Concrete panel/slab must be free of chipped, cracked, scaled or spalled concrete, and is not less than half of its standard thickness.
 - b. Displacement repair shall not be performed on vertical displacements greater than 1.25 inches unless otherwise approved by the City.
 - c. The work area will mostly be confined to the area of the City defined on the map in Attachment E. The sidewalks within the subject work area boundary have been inspected and the list of locations will be provided to the Contractor upon the Notice of Award. There may be additional locations throughout the City, outside the subject work area, that may be required for completion under this Contract at the direction of the City Engineering Department. Most are on local streets, but some exist on major roads. No extra payment shall be provided to the Contractor for extra costs that may be incurred for performing these services on major roads. If the process employed by the Contractor requires blocking a lane of traffic for safety, all such additional costs shall be included in the proposal, and all such work shall be performed on Saturdays only.
 - d. Displacement repair shall be at an existing joint or score cut of sidewalk that has not been previously repaired.
 - e. Displacement repair shall not leave ridges, holes, grooves, cuts, stray marks, or otherwise deface panels, and shall not require filling of any material that deteriorates or breaks apart over time.
 - f. Any damage to adjacent areas, including but not limited to lawns, trees, landscape, adjacent panels/slabs/bricks, walls, buildings, etc., caused by the work, shall be at the Contractor's expense.
 - g. Displacement repair shall not cause displacement, separation or movement of adjacent undamaged panels.
 - h. Slab removal/replacement is prohibited.
 - i. Grinding, chipping, pulverization or other destructive methods that damages or defaces panels are prohibited.
 - j. Displacement repair must meet American Disabilities Act (ADA) requirements in terms of slope and coefficient of friction. Repaired surface slopes shall not exceed 1/12 and shall have essentially the same or slightly rougher texture as the undamaged portion of adjacent panels.
 - k. Displacement repair must be neat, smooth and uniform in appearance and leave zero point of vertical differential between slabs over the full width of the raised sidewalk to eliminate the trip hazard. Any panels inspected that do not meet these criteria afterward shall be repaired as required, at the Contractor's expense.
4. Equipment & Cleanup: The City reserves the right to inspect and approve or reject the Contractor's equipment and processes used in performing the repairs

including cleanup of the work area, and as part of the work, the Contractor shall be responsible for the following:

- a. Any cutting equipment used shall be of the type that is able to cut flush to ground and/or working at any angle to perform the work in tight working spaces, around obstacles, along buildings, walls or fences, etc., without causing damage to the adjacent work areas or panels.
 - b. Clean up of the repair area and disposing or recycling of debris and dust generated from the repair shall be performed immediately after repair, in the cleanest manner to minimize spreading of dust. Blowing of debris and dust shall be prohibited, and operations shall maintain a safe environment for the public and adjacent work areas at all times.
 - c. In no way shall operations cause the creation of wet/slippery surfaces or a mix of dust, debris and water (slurry) from the repairs and cleanup. Also, the Contractor shall submit a work plan to address mitigation of runoff caused by rain, irrigation, or other unexpected water sources during repair operations, prior to construction.
 - d. All disposal shall be performed in accordance with applicable laws. Submit disposal manifest records to City.
 - e. The Contractor shall endeavor to not damage any private property, such as landscape features, shrubs, trees, or irrigation equipment. Any damage noted shall be repaired to the City's and adjacent owner's expectations.
5. Traffic Maintenance/Storage: Vehicular and pedestrian traffic must be maintained at all times in a safe manner. The Contractor shall submit a plan to maintain access to roads, sidewalks and driveways to the City prior to construction. Also, equipment storage and contractor parking shall be in designated areas as approved by the City. Work on private property shall not be permitted without written permission from the landowner. The Contractor shall not have access to storage in the right-of-way, other than to park road legal vehicles in designated areas, with the understanding that such storage shall be moved on a regular basis, and not left in the same area on a routine basis.
6. Schedule: Generally, the work shall begin in accordance with this Contract. Contractor shall submit a schedule to complete the work to the City prior to construction. Contractor shall schedule daily operations to minimize disruption to the public, in accordance with this RFP.
7. Daily Work Items/Invoicing/Additional Services: The Contractor shall log all work completed on a daily basis. Quantities shall be agreed upon with the City's Field Inspector on a daily basis. A monthly invoice shall be submitted for the work that details quantities by day, per location, expressed in inch-feet of displaced joints repaired. Any work outside of the area of scope of work shall not be performed without written authorization from the City.

8. Work Coordination Clause: The Contractor shall be responsible for coordinating completion of the work with others performing construction that may be ongoing within the project limits, including but not limited to utility companies, home builders, or other City contracts, etc.
9. Bonds: The selected Contractor shall supply a Payment Bond and Performance Bond to the City using the forms included in Appendix F, valued at the value of the Contract.
10. Payment for Services: As referenced in Appendix C, the Contractor shall be paid for services based on a price per linear foot of trip hazard eliminated. For example, if a five foot wide sidewalk is lifted such that work is needed across its full width, the Contractor shall be paid for five linear feet. If a sidewalk is lifted on an angle such that only three of the five feet is lifted to the point that it meets the criteria, then the Contractor shall work on the three feet needing repair, and be paid for a total of three feet at that location. The Contractor shall also indicate the number of work days that will be needed to complete the work, assuming each work day that the Contractor is on site, Monday through Saturday, as needing some supervision and interaction on the part of the City staff. Adjustments up or down shall be modified by a percentage up or down, and the number of work days shall be modified by the same percentage. If the Contractor works more days than that estimated, the Contractor shall be charged \$400 per work day. If the Contractor works less days than that estimated, and successfully completes the Contract, then they shall be paid a bonus of \$400 per work day.
11. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

ATTACHMENT A
AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

AGREEMENT FOR SIDEWALK TRIP ELIMINATION SERVICES

This AGREEMENT, made this _____ day of _____, 2022, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Precision Concrete Cutting, Inc., having its principal office at 1896 Goldeneye Drive, Holland, Michigan 49424 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham has heretofore advertised for bids for the procurement and performance of services required to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system and provide associated mapping deliverables of the repairs, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform sidewalk repair services to eliminate sidewalk trip hazards of the City's sidewalk system and the Contractor's cost proposal dated June 2, 2022 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$183,950.00, as set forth in the Contractor's 2022 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement with or without cause upon written notice and in accordance with the proposal. This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon written notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage,

the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.

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

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

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

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

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written

consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the

additional insured, whether any other available coverage by primary, contributing or excess.

- E. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal", shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Pollution Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Scott Zielinski
151 Martin Street
Birmingham, MI 48009
248.530.1836

CONTRACTOR
Precision Concrete Cutting, Inc.
1896 Goldeneye Drive
Holland, MI 49424
616.403.1140

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or

any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

PRECISION CONCRETE CUTTING, INC.

By: 

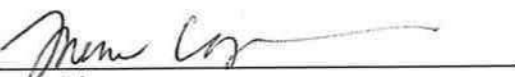
Its: PRESIDENT

WITNESSES:



Bonnie Bookowski

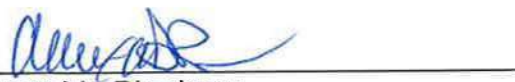
CITY OF BIRMINGHAM

By: 
Theresa Longe

Its: Mayor

State of Michigan
County of Ottawa

Subscribed and sworn to before me on
this 29th day of June, 2022
by Lori L. Khodl
prove to me on the basis of satisfactory
Evidence to be the person(s) who
Appeared before me

By: 
Alexandria Bingham
Its: City Clerk

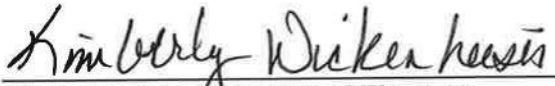
Signature Lori L. Khodl
Acting in the County of Ottawa
My Commission expires
May 12, 2024

(Seal)

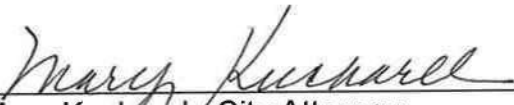
Approved:



James Surhigh, P.E., City Engineer
(Approved as to substance)



~~Mark Gerber, Director of Finance~~
(Approved as to financial obligation)
Kimberly Wickenheiser / Assistant Finance
Director



Mary Kucharek, City Attorney
(Approved as to form)



Thomas Markus, City Manager
(Approved as to substance)

ATTACHMENT B

**BIDDER'S AGREEMENT
FOR SIDEWALK TRIP ELIMINATION SERVICES**

ATTACHMENT B

**BIDDER'S AGREEMENT
FOR SIDEWALK TRIP ELIMINATION SERVICES**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Mark A. Bonkowski
PREPARED BY (Print Name)

June 1, 2022
DATE

AUTHORIZED SIGNATURE

President
Title

mbonkowski@pccmich.com
E-MAIL ADDRESS

Precision Concrete, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424
ADDRESS

(616) 403-1140
PHONE

N/A
NAME OF PARENT COMPANY

PHONE

ADDRESS

Page 21

ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

ATTACHMENT C
COST PROPOSAL
FOR SIDEWALK TRIP ELIMINATION SERVICES
CONTRACT #10-22(SW)

er for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be priced as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 7)

Additional Bid Item section is available for Contractor if pricing structure is not suited to cover all costs to be considered in Bid. Note that deviating from basic price structure may make proposal more difficult to compare to others.

This contract is for a three (3) year period with work that starts July 1 and is to be completed by October 31 of each year. The City reserves the right to terminate the contract at its discretion and any time during the contract term if determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon written notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the contract maximum amount.

2022 COST PROPOSAL					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Sidewalk Trip Hazard Elimination	Ft	10,000	\$15.30	\$153,000.00
2.	Work Days	Days	30	\$ 400.00	\$12,000.00
3.	Emergency Sidewalk Trip Hazard Elimination	Ft	1,000	\$18.95	\$18,950.00
Total Amount					<u>\$ 183,950.00</u>



Attachment C

For the additional years of the contract, please provide an increase in your unit pricing based upon a percentage to account for inflation.

July 1, 2023 through October 31, 2023 7 % increase in unit pricing

July 1, 2024 through October 31, 2024 7 % increase in unit pricing

Firm Name Precision Concrete, Inc.

Authorized Signature  Date 06/01/2022

ATTACHMENT D

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES**

ATTACHMENT D

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR SIDEWALK TRIP ELIMINATION SERVICES**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

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

Mark A. Bonkowski June 1, 2022
PREPARED BY (Print Name) DATE

 mbonkowski@pccmich.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

President
TITLE

Precision Concrete Cutting, Inc.
COMPANY

1896 Goldeneye Dr., Holland, MI 49424 (616) 403-1140
ADDRESS PHONE

N/A
NAME OF PARENT COMPANY PHONE

80-0183496
ADDRESS

ATTACHMENT E
MAP OF SIDEWALK TRIP ELIMINATION DISTRICT

**FIRST AMENDMENT TO THE
2024 CONCRETE SIDEWALK TRIP HAZARD ELIMINATION PROGRAM #10-22 (SW)
DATED JULY 11, 2022 BETWEEN THE CITY OF BIRMINGHAM
AND PRECISION CONCRETE CUTTING, INC.
TO ADD THE 2025 CONCRETE SIDEWALK TRIP HAZARD ELIMINATION
PROGRAM #3-25(SW)**

THIS FIRST AMENDMENT to the 2022 Concrete Sidewalk Trip Hazard Elimination Program #10-22(SW) dated July 11, 2022 by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, having its principal municipal office at 151 Martin Street, Birmingham, MI, 48009 ("City") and **PRECISION CONCRETE CUTTING, INC.** ("Contractor"), a Michigan Corporation, with offices located at 1896 Goldeneye Drive, Holland, MI 49424 does hereby amend its Agreement as follows:

WHEREAS the 2022 Concrete Sidewalk Trip Hazard Elimination Program Agreement #10-22(SW) was entered into on July 11, 2022 which is attached hereto as Exhibit A; and

WHEREAS, the City currently has an open contract with Precision Concrete Cutting, Inc. for the 2022 Concrete Sidewalk Trip Hazard Elimination Program #10-22 (SW); and

WHEREAS, the Engineering Department requires a change order to the 2022 Concrete Sidewalk Trip Hazard Elimination Program #10-22(SW) to add the 2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25(SW); and

WHEREAS, Contractor completed work in Area 5 in 2022, Area 6 and 7 in 2023, and Area 8 in 2024; and

WHEREAS, the 2025 Concrete Sidewalk Trip Hazard Elimination Program includes work in Area 2; and

WHEREAS, Contractor shall hold all their unit pricing from the 2022 Concrete Sidewalk Trip Hazard Elimination Program for the upcoming 2025 Concrete Sidewalk Trip Hazard Elimination Program and start construction in August.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

Term. The initial term of this Agreement shall be for a period of one (1) year commencing on July 28, 2025 through July 28, 2026. In addition to any other termination rights granted herein, either party may terminate this Agreement at any time without cause or penalty by giving at least thirty (30) days prior written notice of termination.

The parties shall adopt the 2025 Concrete Sidewalk Trip Hazard Elimination Program #3-25(SW) in an amount not to exceed \$320,000.00, for this one (1) year.

All other provisions of the 2022 Concrete Sidewalk Trip Hazard Elimination Program #10-22(SW) shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed on this 23 day of JULY, 2025.

PRECISION CONCRETE CUTTING, INC.

By: _____

Its: PRESIDENT

STATE OF Michigan)
) ss:
COUNTY OF Ottawa)

On this 23rd day of July, 2025, before me personally appeared Mark Binkowski, who acknowledged that with authority on behalf of Precision Concrete Cutting, Inc. to do so he/she signed this Agreement.

Julie Ann Hower
Notary Public
Ottawa County, Michigan
Acting in Ottawa County, Michigan
My commission expires: 11-21-2031

JULIE ANN HOWER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires November 21, 2031
Acting in the County of Ottawa

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, Clerk

Approved:

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

Melissa A. Coatta, City Engineer
(Approved as to substance)

Mary J. Chavez, Director of Finance
(Approved as to financial obligation)

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



July 2025 City Manager's Report

Baldwin Public Library

Library Board

The Library Board met on Monday, July 21 at 7:30 p.m. for its regular meeting. The [board packet for this meeting is available online](#).

Library Tours

If you would like to learn even more about the library, join 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 atrium on Tuesday, August 12, at 4 p.m.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, August 6 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Upcoming events of interest

Notes in the Atrium

Tuesday, August 5, 2025, 3 – 4 p.m.

Join us for an open air concert series in the new library atrium and plaza. Leonardo will perform his Country Blues Narrative with Songs sitting in a chair on a 3" stage using two National Reso-Phonic guitars. He tells the story of the blues by starting with transforming prison work songs into blues songs. The audience is encouraged to ask questions which helps steer the narrative.

Adult Battle of the Books

Thursday, August 7, 2025, 7 – 8:30pm

Wrap up Summer Reading by battling other readers in a literary contest to the death! Or just come have fun with friends who like to read. Your team, of up to five adults (18+), will read five books we've chosen covering a variety of genres and styles. Then join us on Thursday, August 7 at 7 p.m. to compete with other teams by answering trivia questions based on the books.

After-Hours Laser Tag for Teens: Grades 7-12

Friday, August 8, 2025, 6 – 8 p.m.

Celebrate the end of Summer Reading with laser tag in the library after we close. Grab your friends and get your game face on! Pizza and ice cream will be provided. Registration is required for this program.

Learn more about these events and other programs coming to the Baldwin Public Library at baldwinlib.org/calendar.

Birmingham Museum

Beginning August 1, the Museum Board will be seeking public input for its strategic planning process with a widely distributed survey. The board has been working toward a revised strategic plan to reflect museum and community needs, and the best practices to guide the Birmingham Museum into the next decade. The survey will be available in both paper and electronic formats. It will be hosted on Engage Birmingham and the museum's website, as well as at physical locations, including City Hall, the Baldwin Public Library, Next, the YMCA, and the Ice Arena/Parks office. The survey will take only five to ten minutes to complete but will provide valuable feedback to the museum as it finalizes its strategic plan.

Birmingham Shopping District

SPECIAL EVENTS

Summer special events including [Day On The Town](#), [Farmers Market](#) and [Movie Nights](#) continue to have significant interest from the local and regional communities, sponsors and other community partners. These events increase the number and frequency of visitors to Downtown Birmingham and boost awareness for our local businesses.

We are looking forward to hosting the [Birmingham Cruise Event](#) and [Farmers Market](#) Corn Festival in August.

For more information on upcoming special events for 2025, visit our [Event Calendar](#).



BSD LAUNCHES A NEW WEBSITE

The BSD launched its new website, downtownbirmingham.com, in June. Some of the new features include:

- Improved overall user experience including navigation, performance and accessibility
- A refreshed [home page](#) with targeted content displays
- Enhanced [directory sorting features](#)
- The [addition of attributes](#) for our dining establishments
- Increased visibility for businesses with appearance in multiple categories/directories (including an image thumbnail) and a dedicated landing page
- A "What's Nearby" feature at the [bottom of each location page](#), showing retail, dining and parking options that are in close proximity
- More robust [Visit](#), [Business Resources](#) and [Open a Business](#) sections
- A more user-friendly [Event Calendar](#) with the ability to tag events for improved Search Engine Optimization
- The ability to display [walking tour content](#) to showcase Birmingham's public art and historic elements

DOWNTOWN USAGE SURVEY – THE BSD WANTS TO HEAR FROM YOU!

The BSD is seeking input on the types of businesses, products and amenities that are desired in Downtown Birmingham as part of its business development efforts. Please complete this brief, five-minute [Downtown Usage Survey](#) with your input! **All respondents will be entered to win one of eight \$200 prize packs, including this *Taste of Birmingham* gift basket, redeemable at Downtown Birmingham merchants!**



Building Department

Board of Zoning Appeals

There were two cases on the agenda for the June 10, 2025 Board of Zoning Appeals regular meeting:

1. 284 W. Maple: The owners requested a variance for an opaque film material to be installed over a 392 square foot window area due to the location of shelving and a changing area on the west side. The variance was denied 7/0.
2. 298 S. Old Woodward: The property owner requested a variance for modifications to an existing loading dock from the minimum required off-street to make room for new in-house laundry facilities. The variance was approved 4/3.

Online Permit Applications

In the month of June, we processed 362 permits online bringing this year's total permits processed electronically to 1,898.

Monthly Report

The Building Department's [monthly report](#) shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

The Candidate Filing Deadline has Passed for the November 4, 2025 Election

The filing deadline for persons interested in running for the City Commission and Library Board was Tuesday, July 22, 2025 at 4 p.m.

To see the Official Candidate List visit the [Oakland County Clerk/Register of Deeds - Elections & Voting webpage](#) where the November election tab is located under the 2025 elections heading. Countywide lists are published here for all candidates and proposals on the November 4, 2025 ballot.

Precinct Consolidation and Polling Location Assignments

On June 9, 2025 the City Commission voted to approve the consolidation of the nine existing election precinct boundaries to five election precincts. This action affects almost every Birmingham voter and was implemented as an efficiency and cost saving measure. The new precinct boundary lines were drawn to be as compact and contiguous as is practical while staying within the legal limits of no more than 4,999 active voters per precinct. The use of major roads was implemented to simplify the precinct boundaries. Frequently asked questions regarding these changes are available at bhamgov.org/votinglocations.

Within the next week, voters should expect to receive a new updated voter ID card (pictured below) confirming their new precinct and polling location assignments. Voters should keep the most current voter ID card, **and discard old voter ID cards that have outdated information**. Additionally, a voter can find this information any time by using mi.gov/vote (click the "Am I registered?" question) to view their voter information. If you receive a voter ID card for a voter who does not belong at your address please return the ID card to the sender so the Clerk's Office can track and resolve the issue.

IMPORTANT NOTICE!

Dear Voter,

All Birmingham voters have been reassigned from **State Senate District 8** to **District 7** due to redistricting following the *Agee v. Benson* case.

Also, on **June 9, 2025**, the City Commission reduced Birmingham's **9 election precincts** to **5** to improve efficiency and reduce costs.

Please destroy your old Voter Information card and keep this one in your possession.

Thank you for voting!

Birmingham City
CITY CLERK
elections@bhamgov.org
248-530-1880

BIRMINGHAM CITY
151 MARTIN ST
PO BOX 3001
BIRMINGHAM, MI 48012-3001



NONPROFIT
ORGANIZATION
U.S. POSTAGE
PAID
TAYLOR, MI
PERMIT NO. 107

RETURN SERVICE REQUESTED

VOTER INFORMATION CARD

City:
County:

Date:

Listed below are the various districts in which you reside:

US Congressional:

State Senate:

State Rep.:

County Comm:

School District:

Polling Location:

Precinct:

F
O
L
D



SIGNATURE
OF
VOTER X

DETACH
ALL
PERFS



NOTE: If the voter named on this Information Card no longer lives at this address, please write "Return to Sender" and put the card back in the mail so that the Clerk's Office can track and resolve these issues.

Additionally, each household will receive the following postcard (pictured below) with information regarding the new election precincts.



BIRMINGHAM NEW ELECTION PRECINCTS ★ EFFECTIVE 2025

★ Birmingham's election precincts have been consolidated from nine precincts into five. This change impacts nearly every voter, and will improve efficiency and reduce costs. Learn more and see a larger precinct map at bhamgov.org/votinglocations.

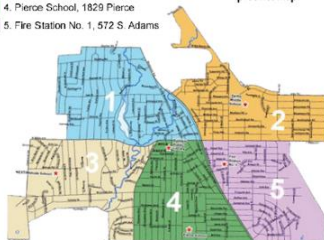
★ Each voter will be mailed a new voter ID card reflecting the changes, which will be in effect for the next election on Nov. 4, 2025 and in all future elections. Visit mi.gov/vote to confirm your voter registration, precinct, polling place and more.

Precinct and Voting Location

- 1. Baldwin Library, 300 W. Merrill
- 2. Derby Middle School, 1300 Derby
- 3. NEXT/Midvale School, 2121 Midvale
- 4. Pierce School, 1820 Pierce
- 5. Fire Station No. 1, 572 S. Adams



precinct map



City of Birmingham
151 Martin St
PO Box 3001
Birmingham MI 48012-9902

RETURN SERVICE REQUESTED



election information



NONPROFIT
ORGANIZATION
U.S. POSTAGE
PAID
TAYLOR, MI
PERMIT NO. 107

IMPORTANT:

Citywide changes to
voting precincts and
polling locations

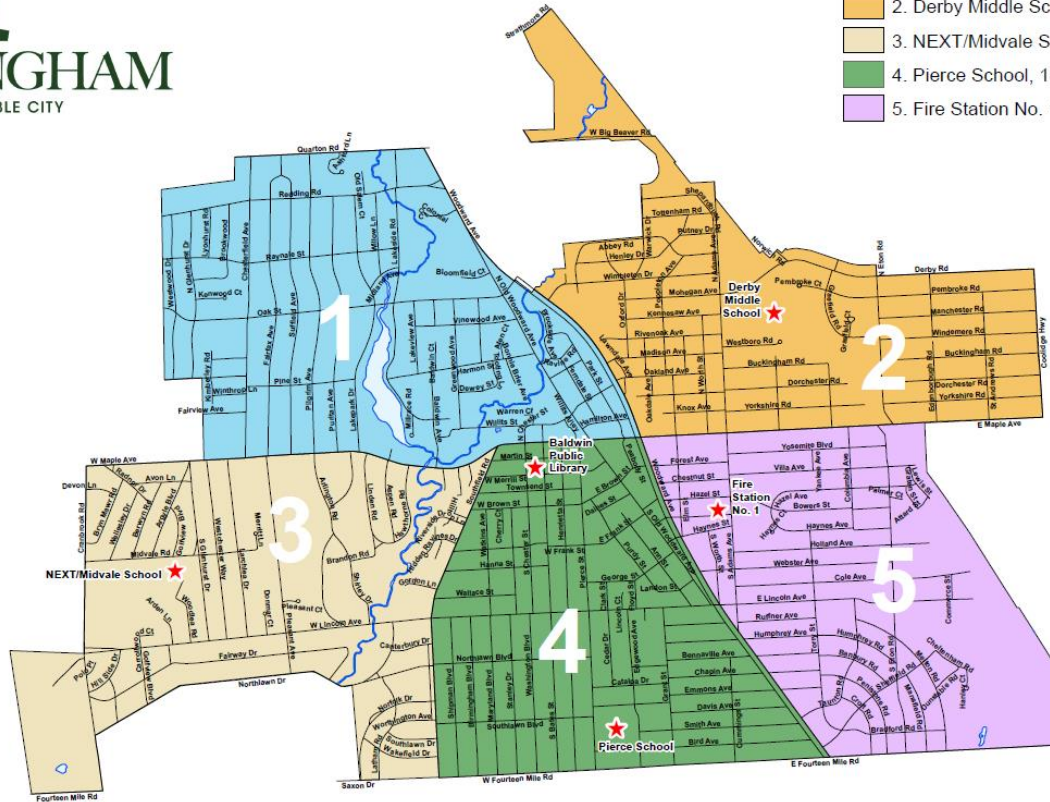
Questions? Contact the City Clerk's Office at (248) 530-1880 or elections@bhamgov.org.

New Precinct and Voting Location Map



Precinct and Voting Location

- 1. Baldwin Library, 300 W. Merrill
- 2. Derby Middle School, 1300 Derby
- 3. NEXT/Midvale School, 2121 Midvale
- 4. Pierce School, 1829 Pierce
- 5. Fire Station No. 1, 572 S. Adams



November 4, 2025 Election – Early Voting Information

Day	November 4, 2025 Election	Time
Saturday	10/25	8:30 a.m. to 4:30 p.m.
Sunday	10/26	8:30 a.m. to 4:30 p.m.
Monday	10/27	8:30 a.m. to 4:30 p.m.
Tuesday	10/28	8:30 a.m. to 4:30 p.m.
Wednesday	10/29	8:30 a.m. to 4:30 p.m.
Thursday	10/30	12:00 p.m. to 8:00 p.m.
Friday	10/31	8:30 a.m. to 4:30 p.m.
Saturday	11/1	8:30 a.m. to 4:30 p.m.
Sunday	11/2	8:30 a.m. to 4:30 p.m.

Early Voting Locations:

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

For more information on early voting, visit bhamgov.org/vote.

November 4, 2025 Election Deadlines and Important Dates

November 4, 2025 Local Election	<u>Important Election Deadlines</u>
Saturday, September 20, 2025	Deadline for clerks to send UOCAVA (uniformed services or overseas) ballots to voters who have applied. Ballots must be sent 45 days before the election due to the Military and Overseas Voter Empowerment Act (MOVE).
Thursday, September 25, 2025	Absentee ballots must be available for issuance to voters. Target date for initial mass mailing for voters who have requested an absentee ballot or are on the permanent ballot list.
Tuesday, October 21, 2025 - Election Day	Same-day voter registration <u>with your local clerk</u> , proof of residency required.
Friday, October 24, 2025	5 p.m. deadline to spoil an absentee ballot that was already submitted to the clerk
Saturday, October 25, 2025 - Sunday, November 2, 2025	Early Voting
Friday, October 31, 2025	5 p.m. deadline for the clerk to send absentee ballots by first class mail
Monday, November 3, 2025	4 p.m. deadline for voters to spoil their absentee ballot that was lost or destroyed in person at the Clerk's Office. Deadline to issue an absentee ballot that was not yet requested in person.
Tuesday, November 4, 2025	8 p.m. deadline for absentee ballots to be delivered to the clerk for tabulation.
Friday, November 7, 2025	5 p.m. deadline for a voter to cure a signature on an AV ballot return envelope that was otherwise a valid ballot to be tabulated.
Monday, November 10, 2025	Deadline to receive and count a ballot submitted by an overseas voter postmarked on or before Election Day.

Absentee ballots will be issued as requests are received up until the absentee ballot issuing deadlines.

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the GCAB is scheduled for September 5, 2025. To view Greenwood Cemetery Advisory Board agendas and minutes visit bhamgov.org/GCAB.

Also note that for those visiting the cemetery and placing decorations for loved ones it is important to be aware of the [Greenwood Cemetery Operational Procedures, Conditions & Regulations](#), specifically sections II, III, and V.

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit www.bhamgov.org/ethics.

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, which 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. Don't miss out on the chance to make a difference - go to www.bhamgov.org/boardopportunities to view all available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

Setting the Record Straight

At the July 18, 2025 City Commission meeting, resident David Bloom asked the following question during public comment:

Bloom: "Hello, good evening, David Bloom on Stanley street. I am here to ask to all a question. I had heard, and I don't know if it is correct or not, so I came to ask if it was true, that our City Attorney is threatening the library to charge them rent for use of the library building, if the library fails to comply with City directives such as paying more for City services or lowering the mileage next year. So I would like to ask if that threat was made, was it something that the City Attorney did on their own or the at the City Manager's request, if the City Commission knows about it, if that is the policy, or if the City Commission tends to go through with that threat of charging rent to the library for the use of that building. Thank you."

In response, to be clear, the City Attorney and City Manager have not "threatened" the library. The City Attorney's office together with the City Manager have been working with Library Director, Rebekah Craft, and her attorney in a very cooperative, respectful, professional and collaborative manner in order to determine the roles and responsibilities of both the library and the City. Now that the library has declared its independence as a free and independent library, the library and the City are working collaboratively to create documents that will memorialize the positions, agreements, roles and responsibilities of all parties going forward into the future.

To reiterate, the answer to the question posed by the resident is a resounding no, the library has not been "threatened" by the City Attorney or City Manager.

Communications

Around Town e-newsletter

The communications team is working on the August edition of the Around Town e-newsletter, which will include information about the Birmingham Cruise Event, Poppleton Park playground design public input session, public education materials from the Oakland County Water Resources Commissioner, Engage Birmingham survey regarding the museum's strategic plan, new businesses and more. Follow [this link to view the July edition](#) of the Around Town e-Newsletter.

Ongoing collaboration with Birmingham Bloomfield Community Coalition (BBCC)

The communications team has continued to reach out to the BBCC to help share important information regarding teen mental health. In the July edition of the Around Town e-newsletter, the BBCC's article titled "Creating Safe Spaces: How to Support Teens When They Are Struggling" has information about why teens may be hesitant to reach out for help, the BBCC Mid Action Board, and ways adults can help teens feel seen and supported. Follow [this link to view the article](#), and look for it on the City's social media channels this month.

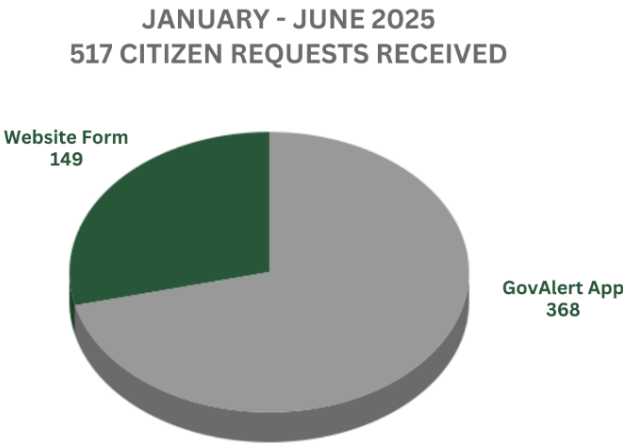
Recycling refrigerator magnets

The communications team recently had SOCRRA refrigerator magnets created to include in new resident welcome packets and set out at City events. The QR code links to [SOCRRA's waste wizard](https://socrra.org/waste-wizard) to help residents quickly determine if an item should be placed in the trash can or recycle bin.



GovAlert Stats & Concern Topics

During the first half of 2025, we received a total of 517 citizen requests through the GovPilot system, of which 149 were submitted via the website form and 368 were submitted via the GovAlert app.



Concern Topics - April 1 to June 30, 2025

The table below shows a breakdown of concern topics submitted during the second quarter of this year.

Concern Type	Count
Pothole	44
Property Maintenance Residential	35
Construction Site General Complaint	22
Overgrowth on Sidewalks	22
City Tree Assessment Request	18

Sidewalk & Right of Way Restoration Complaint	19
Noxious Weeds/Long Grass	14
Dead/Fallen Tree or Large Branches	14
Trip Hazard/Patch/Uneven/Blocked Sidewalk	9
Detour Routes	8
Zoning Infractions	7
Parks - Damaged Equipment/Graffiti	7
Clogged Storm Drain	6
Yard Flooding	5
Roadway Flooding	5
Trash Can Left Out After Collection	5
Garbage - Waste at Curb Early	4
Loud Noise	4
Electric Bikes/Scooters	4
Commercial Signs	3
Street Signs	3
Trash Not Picked Up	3
Street Light Out	3
Trailer on Property	3
Parking - Meters	3
Business Operating Without License	3
Parks - Trash/Debris	3
Abandoned Vehicle on Property	2
Parking - Structures	2
Recycling Not Picked Up	2
Water Main Leak	2
Yard Waste Not Picked Up	2
Debris/Sign in Road	2
Speeding	2
Animal Remains in Road	1
Parking - Public Parking Lots	1
Sewage Overflow	1
Trash/Litter on Private Property	1
Vacant Property Complaint	1
Parking - Neighborhoods	1
Noise Ordinance	1

Property Maintenance Commercial	1
Chipper Request	1

Receive updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on [Facebook](#) and [Instagram](#) @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
6/23/25	Use of public property in front of stores	6/23/25	In progress
5/19/25	Subsidize parking for minimum wage employees	5/19/25	Commission to discuss
5/5/25	Service standards	5/5/25	In progress
5/5/25	Tree related resident communication	7/14/25 5/5/25	In progress
5/5/25	Resident survey	5/5/25	Commission to discuss
1/27/25	Business Recycling Practices	1/27/25	Commission to discuss
1/27/25	Information Technology Advisory Board	1/27/25 3/10/25	Commission to discuss
9/23/24	Code of Conduct for Landscapers	6/3/24 7/22/24	In progress
5/20/24	RFP Process	6/3/24 7/22/24	In progress

Department of Public Services

Poppleton Park is a 17.2 acre Community Park slated for playground improvements this fiscal year (July 1, 2025-June 30, 2026). As the Commission is aware, citywide playground improvements are the City's next priority for the second issue of the Parks and Recreation Bond. Poppleton is at the top of the list for a new playground, following W. Lincoln Well Park and Pumphouse Park, approved by the City Commission in June. Inclusive playgrounds are called for in the updated [2024-2028 Parks and Recreation Master Plan](#), with Poppleton planned for a fully inclusive, accessible playground.

The City's playground designer, [Penchura](#), has prepared a draft concept for this plan, which will be introduced during a public input session at the [August 5, 2025 Parks and Recreation Board meeting](#). The department will promote the public input session via social media, signs posted throughout the park system and along nearby streets, postcards sent to all residents, door hangers and by reaching out to neighborhood association presidents. Residents are encouraged to attend and share their feedback and ideas about this upcoming playground

improvement project and draft playground area concept plan. The focus of the project is the area in which the existing playground currently resides within the park.

The draft concept for the Poppleton playground has a strong emphasis on inclusivity, utilizing elements for the wheelchair user, as well as a fully accessible main tower structure all the way to its highest point. Other features include accessible swings and seesaws. The concept also includes a solid safety surface for enhanced accessibility for all ages and abilities. Shade elements, more seating, and more trees are also part of this concept. A potential restroom facility location is identified in the plan, with the type, style and installation to be determined at a later date.

In addition to the Parks and Recreation Board meeting in August, a survey will be posted on [Engage Birmingham](#) in the upcoming weeks. Stay tuned for updates on this project and other Parks and Recreation news by signing up for Birmingham's [e-newsletter](#).

Booth Park Natural Area - Native Perennial Plug Planting Event August 6, 2025 at 10 a.m.

The DPS is an active member of the Oakland County Cooperative Invasive Species Management Area (OC CISMA). Last year, Birmingham was awarded the Community Habitat Improvement Project (CHIPs) grant through the OC CISMA to help fund a Booth Park natural area revitalization project to help combat the spread of aggressive invasive woody species, such as buckthorn and honeysuckle. If left unchecked, these plants can quickly overtake natural areas and prevent native species from proper establishment and survival.

DPS staff have been hard at work to reclaim the natural area between the Rouge River and the limestone gravel walking path on the east side of Booth Park. Workers are removing invasive species – both woody species and perennials – and beginning to reestablish the riparian area with three types of native seed mixes and live staked trees. The next step in the process is a native perennial plug planting event that will be open to the public on Wednesday, August 6 at 10 a.m., where people of all ages are invited to join both DPS staff and OC CISMA staff to install native perennial plugs, such as purple coneflower. These plants will help protect the area from the recurrence of invasive species while the wildflower seed germinates and gets established, which can sometimes take up to three years.

The City will advertise the planting event on its social media platforms and the City's website. Interested participants are encouraged to register on the [volunteer](#) page of our website. Work gloves and hand shovels will be provided for registered participants.

Please come help the City take back our forest, restore natural beauty and provide local fauna and animals with the resources they need to succeed, all while making our section of the Rouge River Corridor better for our native species to thrive even more!

Storm Damage Report: June 24, 2025

On Tuesday, June 24 around 3:15 p.m., Birmingham's urban forest was struck by a storm with high wind gusts causing a moderate amount of City-owned tree damage and loss.

Approximately 40 City trees either completely failed in the storm or were damaged significantly enough to require removal for public safety. There were a few private vehicles struck by falling limbs and at least one power outage caused by City trees damaged in the storm, as well as multiple instances of damaged property and power outages from private trees within the City limits.

July 15, 2025

On Wednesday, July 16, around 3:30 p.m., a City tree located on Dorchester between Adams Rd. and the railroad tracks was struck by lightning. J.H. Hart emergency crews responded immediately. Due to the extremely hazardous condition caused by the lightning strike, the saw crane proved to be the safest and most efficient equipment for the removal of the tree, protecting both the workers and the public.



Engineering Department

City Construction Projects:

Arlington, Shirley and Brandon Project

The contractor is currently working on punchlist items and should have them completed by the end of this month.

2024-2025 Concrete Repair Program

The contractor has completed work on this program and is currently addressing punchlist items.

2024 Resurfacing Program:

The contractor paved Birmingham Boulevard toward the end of June/beginning of July.

2023-2024 and 2024-2025 Cape Seal Program

The contractor is working on this project, and work will continue through July and possibly into August, depending on the weather. Residents on these streets will receive notifications through letters, fliers, and emails through constant contact about the status of construction.

Oakland and Haynes Project

The contractor will be working on punchlist items and should have them completed by August.

Traffic Signal Mast Arm Project

The contractor has started construction on the three remaining locations: Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams. Information will be posted on the City's social media outlets about construction information.

N. Adams Resurfacing Project

The contractor is finishing up the water main and working on sewer and road work.

Bird Ave. Phase 1A Project (Pierce Street to Grant Street)

The contractor has completed most of the sewer on this project and is currently working on water main work. Bird Avenue between Pierce and Edgewood will be paved by the end of August.

Wimbledon Phase 1 Project (Woodward Ave to Oxford Street)

Construction on this project is tentatively projected to start in August. The Engineering Department will issue a letter to impacted residents prior to the start of construction.

Quarton Lake Dredging

The contractor has started the dredging operations on this project. Dredging helps to improve and preserve the ecosystems in lakes.

Maple Road Patching Program

Concrete patching is occurring within City limits on Maple Road from S. Eton to Coolidge Highway.

Willits/Bates/Chester Project

The construction of this project will start in August. The City will let the public know about construction starting through social media and will mail notifications to properties along the project.

Lead Service Replacement Program

In November 2024, the City mailed a notice to property owners with lead water service, galvanized pipes previously connected to lead materials or unknown water service material per EGLE's requirements. For more information regarding these letters, or if you would like to sign up for lead service replacement at no cost, please contact the Engineering Department at (248) 530-1840.

The City will be starting a door-knocking effort to replace lead water services. If the property owner is not available, a flyer will be left. Please follow the steps in the flyer to schedule your water service replacement.

Consumers Energy Project

Consumers Energy is restoring areas from this year's project:

- Birmingham Blvd: Lincoln to 14 Mile Road
- Maryland Blvd: Lincoln to Southlawn
- Shipman Blvd: Lincoln to Northlawn
- Washington Blvd: Lincoln to 14 Mile Road

If you have any questions about this project, you should reach out to Consumers Energy:

- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 1-800-477-5050
- Landscaping, grass, road, and sidewalks: 1-844-660-3477

For more information about these projects or programs, please contact the Engineering Department at (248) 530-1840.

Fire Department

The Fire Prevention Bureau has been actively constructing a pre-incident planning program that enables responding fire crews to obtain detailed information about the structure they are responding to. Information about the building includes the location of key fire safety systems, occupant load information, detailed floor plans, and fire hydrant locations with their corresponding gallon-per-minute pressures, among other details. Flow MSP is available on cellular phones and/or iPads, and users can access all of this encrypted information in each responding apparatus. A special thank you to Battalion Chiefs Alan Soave and Mike Slack, Lieutenant Marshall Crawford, and Fire Inspector Ryan Wiseman for their hard work in getting this system up and running. This system has already proven to have saved valuable time in mediating emergent incidents.

Below are screenshots of the Flow MSP showing the preplan information for Birmingham Point.



Map **Satellite** Search for an address **Create New**

Dispatch **NEW** **My Calls**

Pre-Plan

Location	Building	First In	Command
BUSINESS NAME	Birmingham Pointe		
ADDRESS	707 S Worth St Birmingham, MI 48009		
LOT NUMBER	Birmingham Pointe		
Floors Above	6	Floors Below	--
Roof Area	87,200 sq/ft	Required Flow	22,500 gal/min

[Update Pre-Plan](#) [Export to PDF](#)

Hydrants

Hydrants	Total Flow Rate
10 selected	15,000 gal/min

Legend

1,500 apm **IN SERVICE**

Choose files to Upload
or drag and drop them here

Adams Haynes Birmingham Pointe.pdf



Human Resources

New Hires & Promotions

The City of Birmingham extends warm congratulations to our newly hired and promoted employees as of July 21, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

Department	Name	Position	Type
DPS - Golf	Brooke Dobski	Jr. Ranger	Seasonal
DPS - Golf	Ethan Hart	Club Maintenance/Service	Seasonal
Clerk's Office	Kelda London	Election Coordinator	Part-Time (AFSCME)
DPS - Golf	Miles Johnson	Jr. Ranger	Seasonal
DPS - Golf	Kaden Latour-Yamin	Jr. Ranger	Seasonal
DPS - Golf	Gino Del Pup	Jr. Ranger	Seasonal
DPS - Parks	Ethan Gatewood	Parks Laborer	Seasonal
Library	Kaitlynn Aiken	Library Assistant	Part-Time
DPS - Golf	Reed Gearin	Jr. Ranger	Seasonal
DPS - Golf	Jordan Pett	Club Maintenance/Service	Seasonal
DPS - Golf	Tyler Bykaylo	Jr. Ranger	Seasonal
Promotions			
Planning	Laura Eichenhorn	Transcriptionist	Full Time
Police	David Buttigieg	Lieutenant	Full Time (BCOA)
DPS SSW	Marvin Reed	SSW Operator	Full Time (Teamsters)
DPS SSW	Paul McCaffrey	Utility Specialist	Full Time (Teamsters)

July Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee		Department	Position
1	Amber	Davis	Library	Substitute Librarian
1	Kimberly	Goodrich	Library	Substitute Librarian
1	James	Kraszewski	Police	Police Dispatch
1	Daniel	Patton	Police	Police Dispatch
1	Tedd	Tice	DPS - SSW	SSW Operator
2	Nathan	Baranski	DPS - Parks	Parks & Forestry Technician
2	Ashley	Martin	Police	Parking Enforcement
2	Jeremy	Turner	Fire	Firefighter
3	Eric	Brunk	IT Department	IT Director
3	Melissa	Coatta	Engineering	City Engineer
3	Valerie	Pitts	Treasury	Clerical
3	Destinee	Watson	Police	Police Dispatch
4	Sheila	Sweeting	Library	Library Assistant
6	Richard	Waynick	Parking	Parking Meter /Crossing Guard
7	Andrew	Erickson	Building	Assistant Building Official
7	Jeffrey	Rondeau	Building	Building Inspector
8	Jaimi	Brook	BSD	BSD Operations & Events Manager
9	Brandi	Ljungvall	Police	Clerical

10	Rebekah	Craft	Library	Library Director
10	Stefan	Syts	Police	Police Sergeant
25	Pamela	Reed	Treasury	Clerical
27	Jennifer	Davis	Police	Police Coordinator
35	Connie	Folk	DPS - Ice	Ice Arena & Facilities Superintendent

The City is seeking candidates for the following positions. Below is the current status of each opening. To apply or for more information, visit bhamgov.org/jobs.

Department	Position	Type	Status
DPS	Parks & Forestry Operator	Full Time (Teamsters)	Internal Posting closing 7/28/2025
DPS	Golf Course and Ice Arena Operator	Full Time (Teamsters)	Accepting Applications until 8/1/2025
BSD	Event Assistant	Part Time	Accepting Applications until 8/4/2025
Parking	Administrative Assistant	Part Time	Accepting Applications until 8/4/2025
Finance	Accountant	Full Time	Accepting Applications until 8/8/2025
Fire	Firefighter Paramedic	Full Time (BFFA)	Accepting Applications until 8/13/2025
DPS	Ice Arena Concessions/Maintenance	Part Time	Open Until Filled
DPS	Parks Seasonal	Seasonal	Open Until Filled
DPS	Golf Seasonal	Seasonal	Open Until Filled
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled
Police	Police Officer	Full Time (BPOA)	Open until filled
Police	Dispatcher	Part Time	Open until filled
HR	HR Generalist	Full Time	Reviewing Applicants
DPS	Recreation Coordinator	Full Time (AFSCME)	Onboarding

Planning Department

Planning Board (PB)

The Planning Board continues to meet twice a month to tackle site plans, ordinance amendments, pre-application discussions and other business. In other planning related news, it is worth noting that the Michigan Association of Planning Annual Conference is happening in October, at which the Birmingham Planning Department and Planning Board often represent the City. In bigger news, the American Planning Associations National Planning Conference is coming to Detroit in April 2026. The Planning Department is currently working with members of the conferences Mobile Workshops Committee to potentially bring some of the conference to Birmingham, which will be an exciting opportunity to showcase the many examples of world class planning that Birmingham has executed.

A tentative Planning Board list of scheduled items is provided below:

1. 479 S. Old Woodward – Birmingham Tower – Special Land Use Permit, Final Site Plan & Design Review – (7/23/25 – POSTPONED FROM 6/25/25)
 - Request to modify the floor plans and parking requirements at an approved 5-story mixed-use building.
2. Child Care Ordinance – Study Session (8/13/25)
 - A review of the City's childcare standards related to Family Child Care Homes and Group Child Care Homes as it relates to definitions, use specific standards, permitted zoning districts, and other issues.
3. Triangle District Bonus Height Provisions Phase 2 – Study Session – (8/13/25)
 - A continuation of the review of the available provisions to receive additional building height in the current Triangle District of Birmingham.

Historic District Commission (HDC) & Design Review Board (DRB)

As part of the HDC's preservation master plan efforts, three meetings recently took place with historic property owners to gather input on their experiences with owning historic resources as well as the challenges they face. The meetings were very valuable to the overall planning process.

Historic Preservation Master Plan – Study Session (7/16/25)

The HDC and City staff are developing an organized, holistic, and long-range approach Historic Preservation Master Plan to help guide preservation efforts into the future.

Environmental Sustainability Committee (ESC)

The next meeting of the ESC is scheduled for July 28, 2025. At this meeting, it is expected that the ESC will be reviewing a final draft of the Community Engagement Plan, code language related to leaf blowers, and initial plans to institute a congestion fee to support the City's sustainability goals. In addition, the ESC is preparing to be heavily involved in the Zoning Ordinance update project that the City is embarking upon.

Multi-Modal Transportation Board (MMTB)

The MMTB has been working diligently on several requests for new signage or traffic improvements around the City. In addition, the meetings for the residents on Shirley and Arlington have been scheduled for July 28, 2025 at 5:30 p.m. and August 7, 2025 at 4 p.m. These meeting were set to gather input on the MMTB's recommendations for speed mitigation and pedestrian safety alternatives. Once completed, the Planning Department will return to the City Commission for direction.

Police Department

Retirement of Captain Chris Koch

Capt. Koch was hired by the Police Department in July of 2000 and has served with distinction for 25 years. During his time with the Birmingham Police Department, Capt. Koch spent time supervising in our patrol division and our investigations division. He was a certified motor officer, simunitions instructor, rapid deployment instructor and served as the Department Armorer overseeing all firearms and response to resistance training. Capt. Koch has positively influenced many of our staff members, which will benefit the department for years to come. We wish Capt. Koch and his family the best in their future endeavors.

Police Department Open House

On July 26, the Police Department hosted its third Annual Police Department Open House. The Police Department displayed numerous initiatives and programs such as our Operation Medicine Cabinet, Adopt a Senior, Drone Program, Evidence Technicians, SWAT and others. We would like to thank the Michigan State Police Bomb Squad and the Bureau of Alcohol Tobacco, Firearms and Explosives (ATF) for joining us and meeting with members of our community. This year saw the return of the Dunk Tank, which was operated by the Lucky Fin Project. Attendees had the chance to dunk a police officer with a voluntary donation to this charity. The Lucky Fin Project is an organization that supports families and children within the limb different community and provides education on limb differences, medical resources for parents, and financially supports efforts for these children to attend specialized camps. Thank you to all who joined us for the Open House event!

Parking Systems Update

Chester Garage Construction

Repairs continue at the Chester Garage. RAM Construction has completed repairs to the lower two levels of the Chester Garage and are moving to the third floor.

Seaway Painting has started the approved painting of the garage. They are currently painting lower level 2 white, and will follow RAM Construction so that newly repaired levels are fully painted when the levels are released for public parking.

The current repairs are on schedule and are expected to be complete by the end of October 2025.

BCT Design Group Update

BCT Design Group plans to present the City Commission with their proposed final schematic designs for the Chester Garage this summer. They also intend to present their proposed design concepts for the remaining four garages as part of the current contract. The intent is to take the approved Chester Garage Schematic Designs and implement the approved concepts at the remaining garages during the repair projects.

Parking Reports

Download the [monthly parking report](#) to view the following data: total citations issued, average weekly maximum capacity, meter revenue by amount and percentage, monthly passes compared to garage capacity and monthly permits sold.

Future Agenda Items

Download a summary of [future agenda items](#).

Potential Future Workshop Topics

August – TBD: Unimproved Roads or City Trees

September – Jim Nash, Oakland County Water Resources Commissioner

October – Police Department/Building Security

November – City Commission Organization



MEMORANDUM

Planning Department

DATE: July 21, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment and Final Site Plan & Design Review (**REQUEST TO POSTPONE**)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan & Design Review request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the new Restoration Hardware development that is nearing completion (targeting October 2025).

At this time, the applicant has requested that the City Commission postpone the public hearing to a date certain of August 25, 2025 to permit the applicant more time to review and execute the Special Land Use Permit Amendment and contract.

BACKGROUND:

On May 28, 2025 ([Agenda](#) - [Video](#)), the Planning Board moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant’s statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approval the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or other-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments.

On June 10, 2025 ([Agenda](#) – [Video](#)), the Board of Zoning Appeals moved to grant a dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

SUSTAINABILITY:

There are no direct sustainability considerations related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

DESIGN CONSIDERATIONS:

The design of the building and general site is not proposed to change as a part of the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on May 28, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were provided in advance of the public hearing at the City Commission on July 28, 2025.

SUMMARY:

The Planning Department requests that the City Commission consider postponing the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor to a date certain of August 25, 2025.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Site/Design Plans
- Planning Board Report
- Board of Zoning Appeals Case Description

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to postpone the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor to a date certain of August 25, 2025.

**Daxton Hotel
298 S. Old Woodward
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for the Daxton Hotel at 298 S. Old Woodward on October 28, 2019 and amended the Special Land Use Permit on January 10, 2022;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in May 2025 for approval to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor;

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

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, The Daxton Hotel will continue to engage in alcoholic beverage sales for on premise consumption with no changes in operation or use of the existing liquor license;

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

WHEREAS, The Birmingham Planning Board on May 28, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant's statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or similar-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments.

WHEREAS, The Birmingham Zoning Board of Appeals on June 10, 2025 granted the dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions;

WHEREAS, The Birmingham City Commission has conducted a public hearing on July 28, 2025 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that the Daxton Hotel's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 298 S. Old Woodward is hereby approved.

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

1. Daxton Hotel shall abide by all provisions of the Birmingham City Code.
2. Daxton Hotel shall comply with the approved site and design plans and any amendments thereto.
3. The variance granted by the Board of Zoning Appeals is tied to the approved site plans. Any change made to the approved site plans may nullify the variance that was granted and require the Daxton Hotel to pursue a new variance request.
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

BE IT FURTHER RESOLVED that the Daxton Hotel is recommended for approval of a modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor at 298 S. Old Woodward, above all others, subject to final inspection.

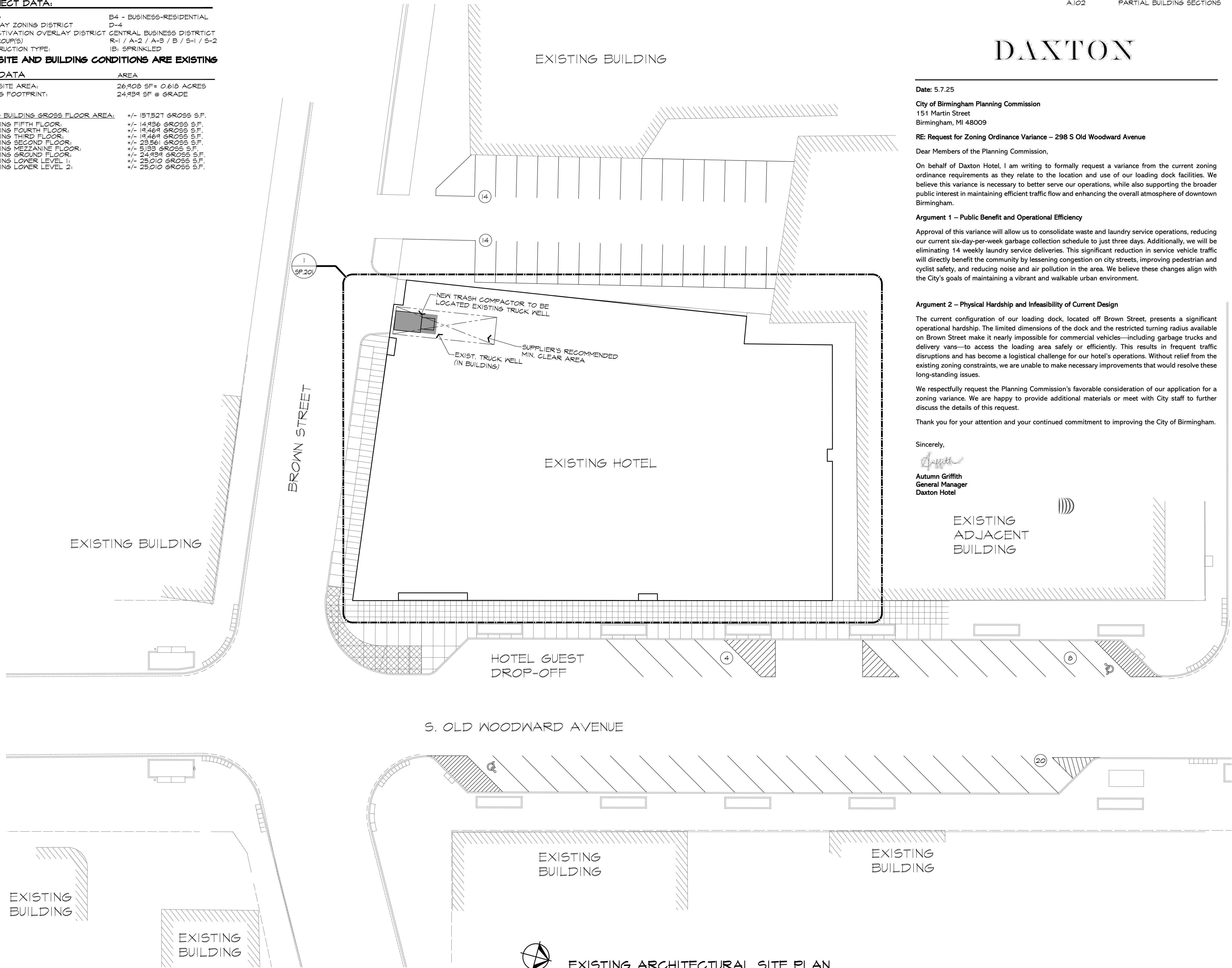
I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on August 25, 2025.

Alexandria Bingham
City Clerk

PROJECT DATA:
ZONING: B4 - BUSINESS-RESIDENTIAL
OVERLAY ZONING DISTRICT: D-4
VIA ACTIVATION OVERLAY DISTRICT: CENTRAL BUSINESS DISTRICT
USE GROUP(S): R-1 / A-2 / A-3 / B / S-1 / S-2
CONSTRUCTION TYPE: IB: SPRINKLED
ALL SITE AND BUILDING CONDITIONS ARE EXISTING

SITE DATA: AREA
TOTAL SITE AREA: 26,908 SF ± 0.618 ACRES
BUILDING FOOTPRINT: 24,434 SF @ GRADE

EXISTING BUILDING GROSS FLOOR AREA: +/- 157,527 GROSS S.F.
EXISTING FIFTH FLOOR: +/- 14,936 GROSS S.F.
EXISTING FOURTH FLOOR: +/- 14,464 GROSS S.F.
EXISTING THIRD FLOOR: +/- 14,464 GROSS S.F.
EXISTING SECOND FLOOR: +/- 23,561 GROSS S.F.
EXISTING MEZZANINE FLOOR: +/- 5,153 GROSS S.F.
EXISTING GROUND FLOOR: +/- 24,954 GROSS S.F.
EXISTING LOWER LEVEL 1: +/- 25,010 GROSS S.F.
EXISTING LOWER LEVEL 2: +/- 25,010 GROSS S.F.



SHEET INDEX	
SP.101	EXISTING SITE PLAN
SP.201	TRASH COMPACTOR LOCATION AND INFORMATION
A.100	AFFECTED AREA LIFE SAFETY FLOOR PLAN
A.101	ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN
A.102	PARTIAL BUILDING SECTIONS

DAXTON

Date: 5.7.25
City of Birmingham Planning Commission
151 Martin Street
Birmingham, MI 48009
RE: Request for Zoning Ordinance Variance – 298 S Old Woodward Avenue

Dear Members of the Planning Commission,

On behalf of Daxton Hotel, I am writing to formally request a variance from the current zoning ordinance requirements as they relate to the location and use of our loading dock facilities. We believe this variance is necessary to better serve our operations, while also supporting the broader public interest in maintaining efficient traffic flow and enhancing the overall atmosphere of downtown Birmingham.

Argument 1 – Public Benefit and Operational Efficiency

Approval of this variance will allow us to consolidate waste and laundry service operations, reducing our current six-day-per-week garbage collection schedule to just three days. Additionally, we will be eliminating 14 weekly laundry service deliveries. This significant reduction in service vehicle traffic will directly benefit the community by lessening congestion on city streets, improving pedestrian and cyclist safety, and reducing noise and air pollution in the area. We believe these changes align with the City's goals of maintaining a vibrant and walkable urban environment.

Argument 2 – Physical Hardship and Infeasibility of Current Design

The current configuration of our loading dock, located off Brown Street, presents a significant operational hardship. The limited dimensions of the dock and the restricted turning radius available on Brown Street make it nearly impossible for commercial vehicles—including garbage trucks and delivery vans—to access the loading area safely or efficiently. This results in frequent traffic disruptions and has become a logistical challenge for our hotel's operations. Without relief from the existing zoning constraints, we are unable to make necessary improvements that would resolve these long-standing issues.

We respectfully request the Planning Commission's favorable consideration of our application for a zoning variance. We are happy to provide additional materials or meet with City staff to further discuss the details of this request.

Thank you for your attention and your continued commitment to improving the City of Birmingham.

Sincerely,

Autumn Griffith
General Manager
Daxton Hotel

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
COMPACTOR REVISION	5-20-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

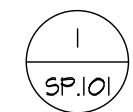
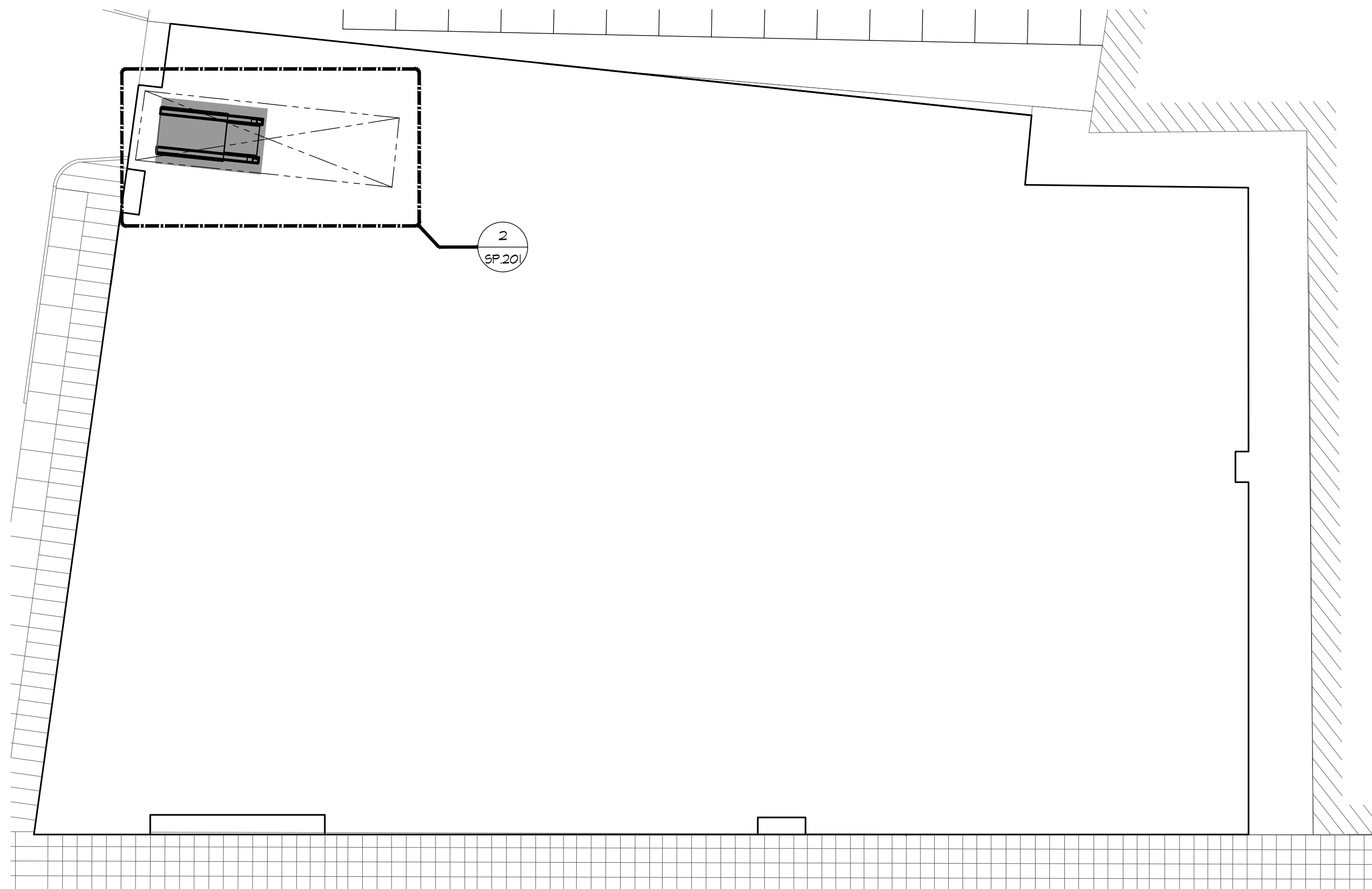
ARCHITECTURAL
DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC.
24001 ORCHARD LANE RD., STE. 100A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS
SCALE : 1" = 20'-0"		
FILE NAME : 24085_SP.101		
JOB # : 24085		
SHEET TITLE EXISTING ARCHITECTURAL SITE PLAN SHEET # SP.101		



BUILDING KEY PLAN
NOT TO SCALE

GENERAL TRASH COMPACTOR NOTES:

- 1) STEEL TRACKS BY OTHERS. STEEL CONTRACTOR TO VERIFY LENGTH, SIZE, DIMENSIONS OF STEEL AND TO VERIFY LOCATION WITH OWNER, CONTRACTOR AND TRASH COMPACTOR SUPPLIER.
- 2) SPECIFICATIONS FOR TRASH COMPACTOR - SEE THIS SHEET
- 3) SUPPLIER AND CONTRACTOR TO VERIFY ALL MINIMUM MANUFACTURER'S CLEAR AREAS.
- 4) TRASH REMOVAL AS SCHEDULED PER OWNER AND SANITATION COMPANY.

SC-20 Self-Contained Compactor

Specifications	
Manufacturer's Rated Size	1.50 Cubic Yards
Rated Size	1.30 Cubic Yards
Cycle Time	35 Seconds
Capacity Per Hour	133.71 Yards
Clear Top Opening (L x W)	30 5/8" x 57 1/2"
Ram Face Dimensions (W x H)	59 3/4" x 29 3/4"
Ram Penetration	12"
Cylinder Bore, Rod & Stroke	(Twin) 4" x 2" x 36"
Operating Pressure	
Normal	1500 PSI
Maximum	2000 PSI
Ram Force Rating	
Normal	18.34 PSI / 32,744 Lbs
Maximum	24.46 PSI / 43,658 Lbs
Motor (HP)	10 HP
Pump (GPM)	12 GPM
Tank Capacity	20 Gallons
Shipping Weight	10,100 Lbs (approx)
Construction	
Frame	
Floor - AR Plate	1/2"
Floor Plate Supports	3"- 4.1 Lb Channel
Side Plates	1/4"
Side Reinforcements	2"x4"x1/4" Tube
Breaker Bar	4" x 4" x 3/8" Tube
Ram Hold Down Bars	1 1/4" x 1 1/4" Bar
Ram	
Face Plate	3/4"
Floor - AR Plate	1/2"
Side Plates	3/8"
Top Plate	1/4"
Sliding Plate	3/8"

All Specifications are subject to change without notice.

A

B

C

D

E

F

G

H

Capacity

99 1/4"

60"

104 1/2"

52"

71"

30 5/8"

138"

217 1/2"

20-Yard

CONTRACT WELDING

FABRICATING, INC.

385 Sumpter Road • Belleville • MI 48111-2932 • Phone (734) 699-5561 • Fax (734) 699-0360

P.O. Box 68 • Belleville • MI 48112-0068

On the Web at: <http://www.contractwelding.com>

Distributor

22

Installation Requirements

Minimum Recommended Requirements:

- > Concrete Pad: 10' x 20' (May be made larger to suit)
- > 4,000 PSI Reinforced, 6" Thick

Minimum Clearance Requirements:

- > 12" From Back of Compactor to Wall
- > 36" From Right & Left of Compactor to Wall

Electrical Disconnect Requirements

Voltage	Amperage	Fuse
208	60	50
240	60	40
480	30	20

Standard Features

- > 80% & 100% Full Indicator Lights
- > Quick Disconnect Hydraulic Hoses
- > Pressure Gage
- > NEMA 4 Control Enclosure
- > Guide Rails & Stops
- > 4-Inch Clean Out

Available Options

- > Hoppers & Enclosures - Any Configuration
- > Interlock and Security Doors
- > Oil Heater
- > Power Unit Cover
- > Remote Operation
- > Custom Sizes

Illustration for reference only

TRASH COMPACTOR LOCATION PLAN
SCALE: 3/8" = 1'-0"

PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN: DS DESIGNED: DS CHECKED: DS

SCALE : VARIES

FILE NAME : 24085_SP20

JOB # : 24085

SHEET TITLE
TRASH COMPACTOR
LOCATION AND
INFORMATION
SHEET #

SP.20

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
COMPACTOR REVISION	5-20-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

**ARCHITECTURAL
DESIGN**

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD. STE. 100A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM

8A

CODE REVIEW & BLDG ANALYSIS:

THE BUILDING PLANS ARE BEING SUBMITTED STORAGE ROOM RENOVATION TO BE TURNED INTO A LAUNDRY SERVICE ROOM. ALL LAUNDRY SHALL BE WHEELED IN FOR CLEANING. THERE SHALL BE NO LAUNDRY CHUTE IN THIS ROOM OR AREA.

- I. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE.
- *MICHIGAN BUILDING CODE 2015
 - *ICC/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1966 AS AMENDED
 - *MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
 - *MICHIGAN PLUMBING CODE 2021 (M.P.C.)
 - *FIRE SUPPRESSION NFPA 13-2013
 - *FIRE ALARM NFPA 72-2012
 - *INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
 - *MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.)
 - *ANSI/ASHRAE/IESNA STANDARD 90.1 1999 EDITION
 - *MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
 - *INTERNATIONAL FIRE CODE 2015 (I.F.C.)
 - *PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

FLOOR AREA (MBC):

GROUND LEVEL
PROPOSED AREA OF WORK 5541 SF

AFFECTED OCCUPANT LOAD:
LAUNDRY ROOM #101 - 264 / 300 S.F. = 1 OCC.
IRONING ROOM #102 - 216 / 300 S.F. = 1 OCC.

AFFECTED OCCUPANCY LOAD = 2 OCC.
TOTAL OCCUPANCY LOAD = 226 OCCUPANTS (DOES NOT CHANGE FROM EXISTING)

EXITS
AFFECTED EXIT - 36" WIDE EXIT DOOR @ 1.5" PER OCC. FACTOR = 240 OCC. ALLOWED
226 OCC. < 240 OCC. - COMPLIES

EXIT ACCESS TRAVEL DISTANCE
5'-1" USE GROUP = 250' ALLOWED (SPRINKLED BLDG.)
5'-1" USE GROUP = 154'-6 3/8" PROVIDED (SPRINKLED BLDG.) - COMPLIES

PLUMBING
PLUMBING CALCULATIONS NOT AFFECTED - TOTAL SAME OCCUPANCY COUNT BEFORE AND AFTER RENOVATION

DEMOLITION NOTES:

- CONTRACTOR TO VERIFY THAT ALL EXISTING UTILITIES ARE SHUT OFF PRIOR TO THAT PHASE OF DEMOLITION. COORDINATE WITH LOCAL UTILITY COMPANIES AS NECESSARY.
- ALL TRADES ARE TO USE GFCI FOR ELECTRICAL USE DURING DEMO WORK.
- CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO START OF DEMOLITION AND CONSTRUCTION.
- EXISTING FIELD CONDITIONS MAY VARY FROM ARCHITECTURAL DRAWINGS. IF THERE ARE DISCREPANCIES BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, CONTRACTOR SHALL CONTACT ARCHITECT IMMEDIATELY.
- REMOVE EXISTING CONSTRUCTION AS INDICATED. TYPICAL WALL REMOVAL INCLUDES MECHANICAL, PLUMBING, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL SYSTEMS CONTAINED THERE IN. REMOVE DOORS, FRAMES, FINISHED AND OTHER FIXTURES AS REQUIRED AFTER REMOVAL OF PIPE CHASES, PATCH HOLES IN EXISTING FLOORS OR WALLS THAT REMAIN TO MEET ORIGINAL STRUCTURAL REQUIREMENTS. PATCH ADJOINING WALLS, FLOOR AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH.
- THE EXISTING BUILDING ENVELOPE SHALL BE MAINTAINED IN WATER TIGHT CONDITION AT ALL TIMES THROUGHOUT ALL PHASES OF CONSTRUCTION.
- REMOVE ALL EXISTING PARTITIONS, INTERIOR & EXTERIOR AS SHOWN AS DASHED LINES.
- DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
- REMOVE ALL ITEMS, ELEMENTS OF CONSTRUCTION AND EQUIPMENT INDICATED, NOTED OR SHOWN AND AS REQUIRED TO FACILITATE INSTALLATION OF THE NEW WORK. REMOVE FROM BUILDING SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATION. TRANSPORT AND LEGALLY DISPOSE OF OFF SITE. VERIFY ACCEPTABLE LOCATION OF DUMPSTER WITH CITY.
- REMOVE ALL ABANDONED DUCTWORK, PIPING, CONDUITS, HANGERS, SUPPORTS, FASTENERS, ETC.
- ALL EXISTING CONSTRUCTION INDICATED TO REMAIN THAT IS DISTURBED BY CONTRACT WORK (ALL TRADES) SHALL BE RESTORED AND PATCHED. PATCHING WORK SHALL MATCH EXISTING WORK, INCLUDING MATERIAL, COURSING (WHERE APPLICABLE), FINISH, AND CHARACTER.
- ANY DAMAGE TO EXISTING STRUCTURE SHALL BE REPAIRED TO MATCH EXISTING.
- ALL EXISTING WALLS, WHERE APPLICABLE, TO BE SCRAPED, SANDED, TUCK-POINTED & PREPARED FOR PAINTING, PARING, OR NOTED FINISH, FIELD VERIFY EXACT LOCATIONS.
- CAP ALL EXISTING PLUMBING LINES NOT REQUIRED FOR NEW INSTALLATIONS.
- TERMINATE ALL EXISTING ELECTRICAL LINES NOT REQUIRED FOR NEW INSTALLATIONS.
- REMOVE ALL EXISTING FLOOR AND ADHESIVES. REPAIR ANY DAMAGED FLOOR TO A SMOOTH LEVEL SURFACE FOR FUTURE NEW FINISHES.
- REMOVE AND SALVAGE ALL STAINLESS STEEL FINISHES AND OTHER PRECIOUS METALS FOR RECYCLING.
- PATCH AND REPAIR EXISTING ROOF IF NECESSARY DUE TO THE REMOVAL OF ANY ITEMS (INCLUDING EXHAUST FANS & ETC) WHICH CAUSE A ROOF PENETRATION.

GENERAL CONSTRUCTION NOTES:

- DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY (TO FACE OF GYP. BD. ON MTL. STUDS & TO FACE OF UNFINISHED BLOCK WALLS). IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH THE WORK.
- GENERAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATIONS OF DUCTS, PIPING BOXES, CHASES, CONDUITS, ETC.
- VERIFY LOCATION OF ALL EQUIPMENT AND VERIFY SIZES, WALL OPENINGS, AND SUPPORT REQUIREMENTS WITH MANUFACTURER. PROVIDE OPENINGS, BRACING AND REINFORCEMENT AS REQUIRED BY MANUFACTURER
- POINT LOADS SHALL NOT BE ALTERED W/ OUT NOTIFYING ARCHITECT.
- ALL DOORS TO COMPLY WITH THE 2015 EDITION OF THE MICHIGAN BUILDING CODE SECTION 1010 AND ICC/ANSI A117.1-2009 SECTION 404.2.
- THIS BUILDING HAS AN AUTOMATIC SPRINKLER SYSTEM. ALL INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS SHALL HAVE CLASS B INTERIOR WALL AND FINISHES. ALL CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS SHALL HAVE CLASS C INTERIOR WALL AND FINISHES. ROOMS AND ENCLOSED SPACES SHALL HAVE CLASS C INTERIOR WALL AND FINISHES.
- ALL GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO THE APPROPRIATE STANDARDS IN ACCORDANCE WITH TABLE 2506.2 MBC 2015
- DOOR HANDLES, PLUS LATCH, LOCKS, AND OTHER OPERATING MAXIMUM HEIGHT OF 34"-48" ABOVE FINISH FLOOR. OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. ALL MEANS OF EGRESS WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS. THE OPENING FORCE FOR INTERIOR SIDE-SWING DOORS WITH- OUT CLOSERS SHALL NOT EXCEED 5-POUND FORCE. FOR ALL OTHER SIDE-SWING, SLIDING AND FOLDING DOORS, THE DOOR LATCH SHALL RELEASE WHEN SUBJECT TO A 15-POUND FORCE. THE DOOR SHALL SWING TO A FULL-OPEN POSITION WHEN SUBJECTED TO A 15 POUND FORCE. FORCES SHALL BE APPLIED TO THE LATCHSIDE.
- ALL MEANS OF EGRESS DOORS SHALL BE READILY OPERABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
- ALL EXIT DOORS & MEANS OF EGRESS DOORS SHALL BE SIDE HINGED, NON-LOCKING & SWING IN DIRECTION OF EGRESS.
- ALL GLASS SHALL BE SAFETY GLASS AS REQ'D PER SECTION 2406.4 AND SHALL PASS THE TEST REQMTS. OF GFSC 16 CFR, PART 1201.
- EGRESS SIGNAGE SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED AT ALL TIMES. SIGNS SHALL STAY LIT MINIMUM 90 MINUTES DUE TO POWER OUTTAGE.
- SUSPENDED CEILING GRID SYSTEM SHALL COMPLY WITH MBC SECTION 203.11.
- ALL PENETRATIONS IN WALLS FOR PIPING, CONDUIT, ETC. SHALL BE SEALED.
- A PORTABLE FIRE EXTINGUISHER MUST BE PRESENT DURING CONSTRUCTION. PERMANENT PORTABLE FIRE EXTINGUISHER LOCATIONS TO BE DETERMINED PER I.F.C. AND FIELD BUILDING INSPECTOR.
- ALL EXIT DISCHARGE DOORS TO CONTAIN A TACTILE SIGN (TS) STATING "EXIT" COMPLYING WITH ICC A117.1 SECTION 103.3 AS REQ'D BY MBC 2015 SECTIONS 1111.3 (ITEM #2) AND 1013.3. LOCATION OF SIGNS SHALL BE ALONGSIDE THE DOOR AT THE LATCH SIDE, ON THE INACTIVE LEAF OF DOUBLE DOOR, ON THE RIGHT HAND DOOR OF DOUBLE ACTIVE DOORS OR ON NEAREST ADJACENT WALL WHERE NO WALL IS ADJACENT TO LATCH SIDE OF DOOR. HT OF CHARACTERS SHALL BE 48" AFF TO BASELINE OF LOWEST TACTILE CHARACTER AND 60" AFF TO BASELINE OF HIGHEST.
- "EXIT" SIGNS SHALL HAVE RED LETTERS AT LEAST 6" HIGH AND THE MINIMUM WIDTH OF EACH STROKE SHALL BE 3/4" ON A WHITE BACKGROUND OR IN OTHER APPROVED DISTINGUISHABLE COLOR. THE WORD "EXIT" EXCEPT THE LETTER "I" SHALL HAVE LETTERS HAVING A WIDTH NOT LESS THEN 2 INCHES AND THE MINIMUM SPACING BETWEEN LETTERS SHALL NOT BE LESS THAN 3/8" OF AN INCH. SIGNS LARGER THAN THE MINIMUM SIZE REQUIRED SHALL HAVE LETTERS WIDTH AND SPACING IN THE SAME PROPORTION TO THE HEIGHT AS INDICATED IN THIS CODE. IF AN ARROW IS PROVIDED AS PART OF AN "EXIT" SIGN, THE CONSTRUCTION SHALL BE SUCH THAT THE ARROW CANNOT BE READILY CHANGED. THE WORD "EXIT" SHALL BE CLEARLY DISCERNIBLE WHEN THE SIGN IS ILLUMINATION MEANS IS NOT ENERGIZED.
- REPAIR AND PATCH WALLS / FLOORS AS NEEDED.
- PER AHJ HOTELS TO HAVE PORTABLE FIRE EXTINGUISHERS PER ALL APPLICABLE CODES.
- ALL FINISHES BY OWNER AND CONTRACTOR.
- SOUND BATTS IN INTERIOR WALLS.
- NOT USED.
- NOT USED.
- ALL METAL STUD WALLS THAT RUN TO UNDERSIDE OF FLOOR/ROOF DECK TO HAVE A DEFLECTION TRACK AT TOP OF WALL.

SHEET INDEX

SP.101	EXISTING SITE PLAN
A.100	AFFECTED AREA LIFE SAFETY FLOOR PLAN
A.101	ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN
A.102	PARTIAL BUILDING SECTIONS

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SFA/SLU/ZBA	5-12-2025
SFA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD, STE. 160A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

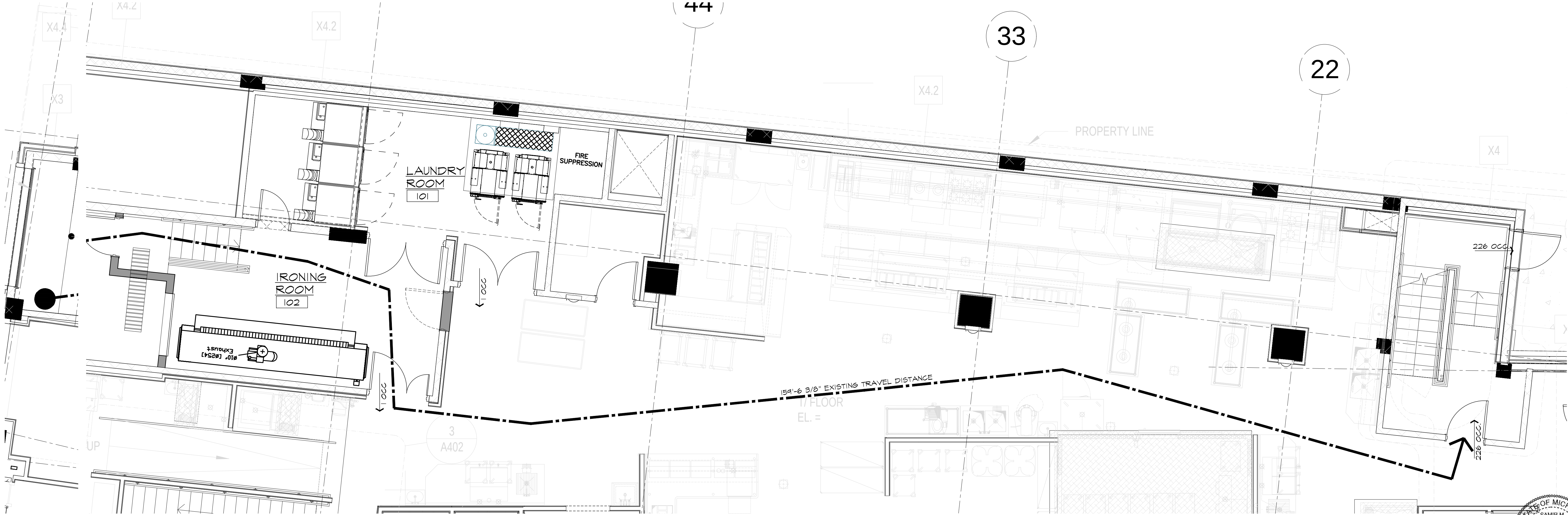
SCALE : 1/8" = 1'-0"

FILE NAME : 1812B_A100

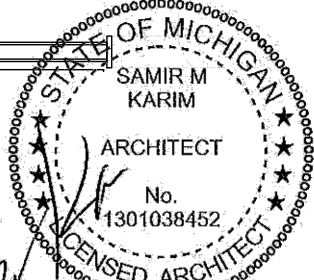
JOB # : 24085

SHEET TITLE
AFFECTED AREA
LIFE SAFETY
FLOOR PLAN
SHEET #

A.100



AFFECTED AREA LIFE SAFETY FLOOR PLAN
SCALE: 1/4" = 1'-0"



DOOR SCHEDULE									
DOOR HARDWARE TO PROVIDED TO OWNER COMPLYING WITH APPLICABLE CODES AND PER GENERAL DOOR SPECIFICATION.									
NO.	ROOM NAME	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	FRAME TYPE	FRAME MATERIAL	HARDWARE SET	NOTE	REMARKS
FIRST FLOOR									
101A	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101B	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101C	DRYER AREA DOOR	2'-6" x 7'-0" x 1 3/4"	2	HM	B	HM	F, G, J		DRYER MAINTENANCE AREA DOOR
102A	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
102B	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	1	HM	A	HM	E, F, G, H, M, I		
102C	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	3	HM	C	HM	D, E, F, G		ROLL-UP OVERHEAD DOOR

ABBREVIATION (DOORS):
HM - HOLLOW METAL

HARDWARE:
A - PRIVACY LOCK SET
B - PASSAGE SET
C - OFFICE SET LOCK
D - CLASSROOM LOCK SET
E - CLOSER
F - KICKPLATE
G - WALL/FLOOR DOOR STOP
H - PANIC PUSH PAD, FULL BAR
I - NON-LOCKING AGAINST EGRESS
J - LOCK SET
K - CARD READER
L - INTERCOM SYSTEM
M - DOOR TO HAVE EGRESS
N - SIGNAGE PER NFPA 101 2015 14.2.10

NOTE: VERIFY FINAL HARDWARE SETS WITH OWNER AND CONSTRUCTION MANAGER

DOOR NOTE LEGEND:
1. 45 MINUTE FIRE-RATED DOORS, FRAMES, AND GLASS, SEE DOOR TYPE FOR DOORS WITH GLASS (100 SQ. IN. MAXIMUM, REINFORCED WITH WIRE).
2. SMOKE TIGHT DOOR SEAL.

GENERAL DOOR SPECIFICATION
1. HOLLOW METAL DOORS AND FRAMES SHALL BE, AS FURNISHED BY PIONEER / STEELCRAFT / SPECIALITE (OR EQUAL). FRAMES TO 16-GAGE, COMMERCIAL GRADE, "F" SERIES, WELDED UNITS, WITH ANCHORS AS REQUIRED BY WALL CONDITIONS. REFER TO DETAILS ON THIS SHEET. DOORS SHALL BE 18-GAGE, COMMERCIAL GRADE, "VM" SERIES, PREPARED TO RECEIVE MORTISED HARDWARE AS SPECIFIED. ALL HARDWARE MUST BE RECESSED FLUSH WITH NO SHARP EDGES EXPOSED. H.M. DOORS AND FRAMES SHALL PRIME AND PAINTED TO MATCH ROOM COLOR.
2. COORDINATE ALL DOORS AND FRAMES SIZES WITH MASONRY AND CARPENTRY CONTRACTORS PRIOR TO CONSTRUCTION.
3. COORDINATE ALL DOORS AND DOOR HARDWARE SETS, ESPECIALLY EXTERIOR DOORS, WITH OWNER'S SECURITY / TECHNOLOGY CONSULTANTS.

CODE REVIEW & BLDG ANALYSIS:

THE BUILDING PLANS ARE BEING SUBMITTED FOR THE PROPOSED ALL NEW CONSTRUCTION, SHALL COMPLY TO THE FOLLOWING:

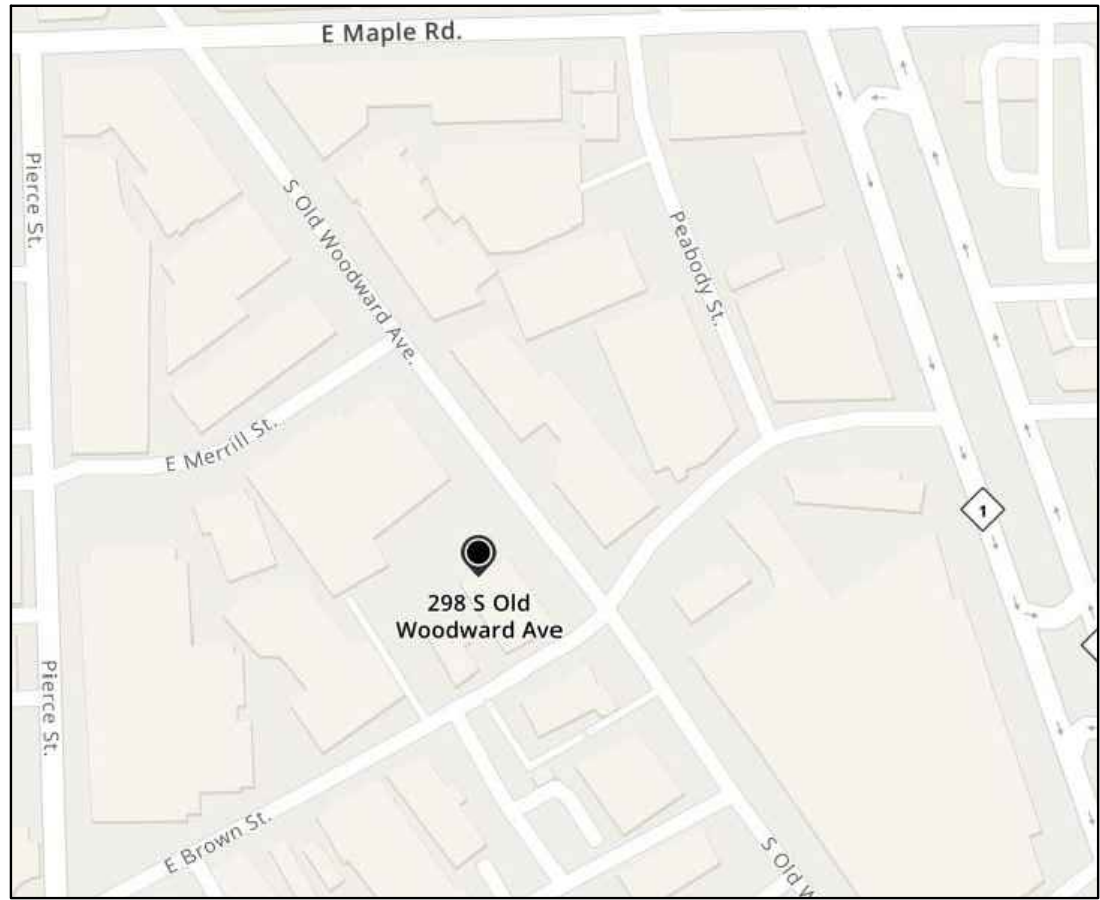
1. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
- * MICHIGAN BUILDING CODE 2015
 - * ICG/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1986 AS AMENDED
 - * MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
 - * MICHIGAN PLUMBING CODE 2021 (M.P.C.)
 - * FIRE SUPPRESSION NFPA 13-2013
 - * FIRE ALARM NFPA 72-2012
 - * INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
 - * MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.)
 - * ANSI/ASHRAE/ESNA STANDARD 90.1 1999 EDITION
 - * MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
 - * INTERNATIONAL FIRE CODE 2015 (I.F.C.)
 - * PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

FIRE AND SAFETY:

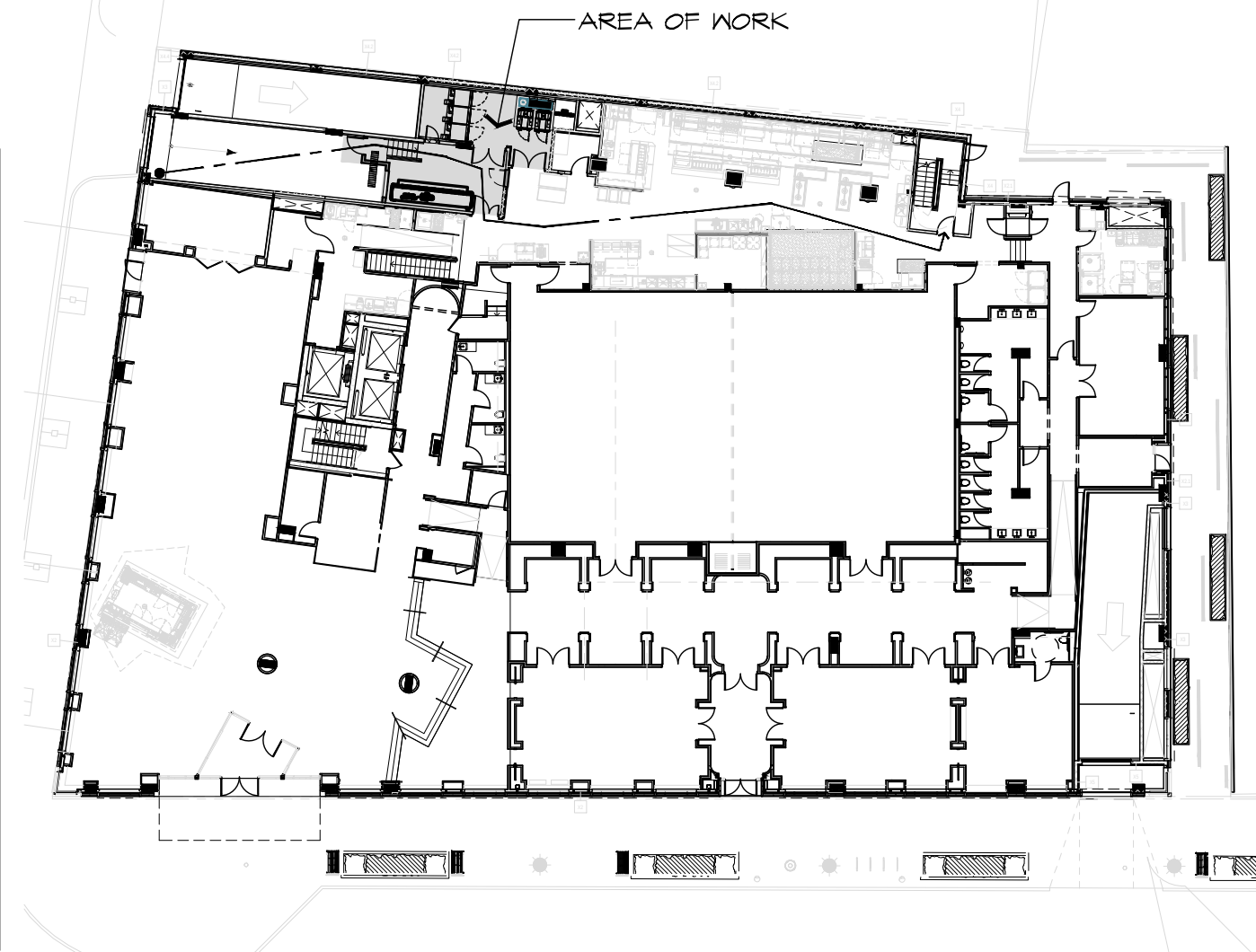
1. CONTRACTOR SHALL PROVIDE SEPERATE SHOP DRAWINGS FOR THE (SPRINKLER) FIRE SUPPRESSION SYSTEM AND ALARM SYSTEM TO THE BUILDING DEPARTMENT FOR REVIEW & APPROVAL FOR SEPERATE PERMITS.
2. AUTOMATIC FIRE SPRINKLER SYSTEM, SUBMISSION OF SHOP DRAWINGS:
- A. FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED BY MBC SECTION 403.2.3
- B. SUBMIT AUTOMATIC FIRE SPRINKLER SYSTEM SHOP DRAWINGS AND HYDRAULIC CALCULATIONS WITH SUPPORTING DOCUMENTATION AS REQUIRED BY NFPA 13, SECTION CHAPTER 22 UNDER SEPERATE PERMIT REQUIREMENT TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF THIS WORK (107.2.2).
3. CONTRACTOR TO PROVIDE PORTABLE FIRE EXTINGUISHER AND CABINETS PER 2012 INTERNATIONAL FIRE CODE AND NFPA 10.

WALL LEGEND

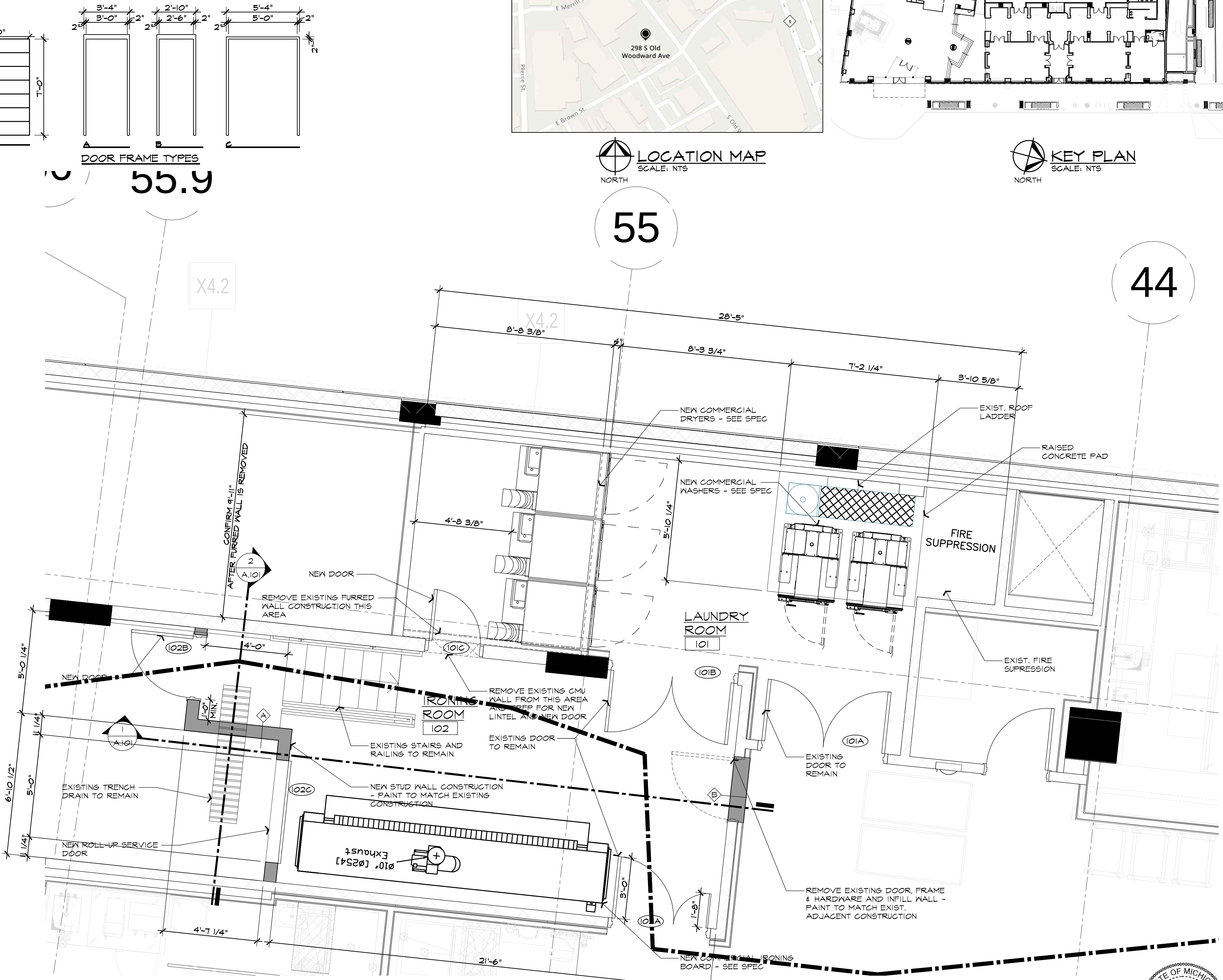
A	6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" CEMENT BD ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE R-21 KRAFT-FACED BATT INSULATION. PROVIDE DEFLECTION TRACK. PAINT TO MATCH EXIST. WALL CONSTRUCTION
B	6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" HIGH IMPACT GYP. BD. ON EACH SIDE - EXTEND TO BOTTOM OF DECK. PROVIDE DEFLECTION TRACK. - PAINT TO MATCH EXIST. ADJ. WALL CONSTRUCTION



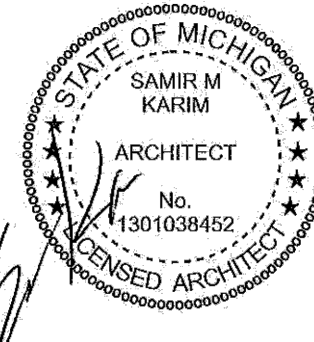
LOCATION MAP
SCALE: NTS



KEY PLAN
SCALE: NTS



ENLARGED LAUNDRY ROOM FLOOR PLAN
SCALE: 3/8" = 1'-0"



ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL
DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
2401 ORCHARD LAKE RD, STE. 100A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

SCALE : 1/8" = 1'-0"

FILE NAME : 1812B_A101

JOB # : 24085

SHEET TITLE
ENLARGED LAUNDRY
ROOM
FLOOR PLAN
SHEET #

A.101

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL
DESIGN

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD, STE. 180A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9191
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

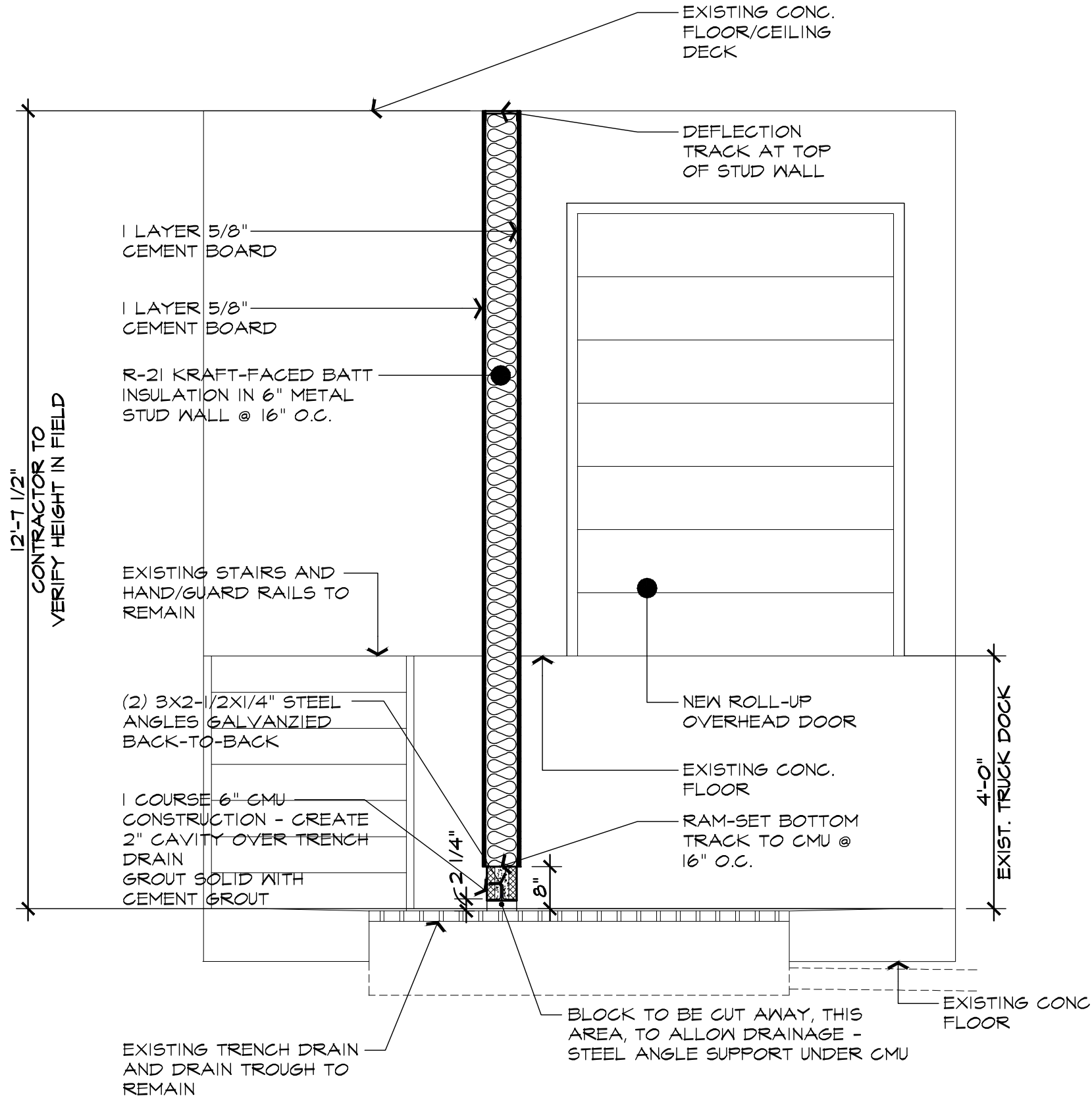
SCALE : 1/8" = 1'-0"

FILE NAME : 24085_A102

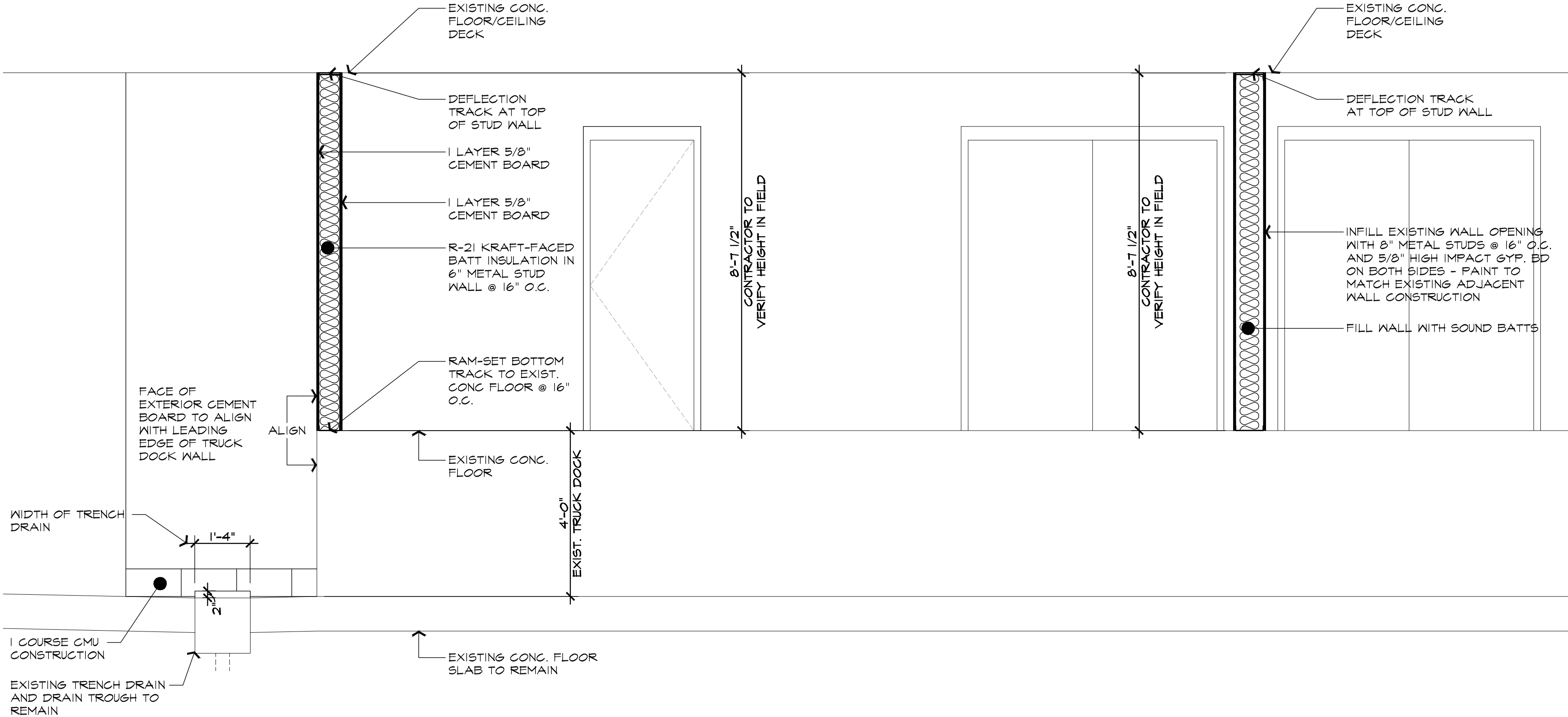
JOB # 24085

SHEET TITLE
PARTIAL
BUILDING
SECTIONS
SHEET #

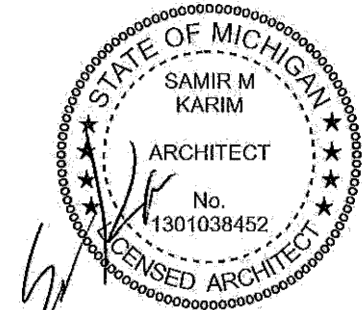
A.102



2 PARTIAL BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 PARTIAL BUILDING SECTION
SCALE: 1/4" = 1'-0"





MEMORANDUM

Planning Department

DATE: May 28, 2025

TO: Planning Board Members

FROM: Nick Dupuis, Planning Director

SUBJECT: 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment, Final Site Plan & Design Review

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the new Restoration Hardware development that is nearing completion (targeting October 2025).

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

In addition, as required by Article 7, Section 7.37 of the Zoning Ordinance, 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.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is commercial.
- 1.2 Zoning – The subject site exists within the B4 (Business-Residential) and D4 (Downtown Overlay) Zoning Districts.
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B2 (General Business)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Setback, Bulk and Height Requirements

There are **no changes** proposed to the setback, bulk, or height of the building.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. At this time, the applicant is proposing to modify the existing trash room and a portion of the loading facility to provide an on-site laundry facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area. This appears to have been a condition that has existed for some time now, especially since Brown Street has been affected by the construction of two new buildings to the south. Although the trash is proposed to be relocated, it would still be screened by the building.
- 3.2 Parking Lot Screening – There are **no changes** proposed to the on-site parking facilities.
- 3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical equipment on site.
- 3.4 Landscaping – There are **no changes** proposed to the landscaping on site.
- 3.5 Streetscape – There are **no changes** proposed to any proposed streetscape elements on site.

4.0 Parking, Loading and Circulation

- 4.1 Parking – There are **no changes** proposed to the parking requirements on site.
- 4.2 Loading – As noted above, the proposed changes to the previously approved dumpster area within the building has necessitated that the waste receptacles to be transitioned to a compactor and moved into the existing loading facility. This off-street loading facility is required based on the requirements of Article 4, Section 4.24 (C) of the Zoning Ordinance. With the addition of the trash compactor (18 ft. x 8 ft.), the length of the loading facility will be reduced well short of the required 40 ft. length and would eliminate truck access to the space. Thus, **the applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals.**
- 4.3 Vehicular Circulation and Access – There are **no changes** proposed to vehicular access to the site. Vehicles will enter the facility via a single curb cut on Brown, which will provide them access to the ground level and/or lower level parking facilities. Vehicles exit the site through a garage door and curb cut on the north side of the property along S. Old Woodward.
- 4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation or access to the site.

5.0 Lighting

There are **no changes** proposed to the lighting conditions on site.

6.0 Design Review

There are **no changes** proposed to the building façade or other design elements on site.

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☐	☐	☒
Interior Floor Plans	☒	☐	☐
Landscape Plan	☐	☐	☒
Photometric Plan	☐	☐	☒
Colored Elevations	☐	☐	☒
Material Specification Sheets	☐	☐	☒
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*
 - **There are no proposed changes to the location, size or height of the building.** The building is being built in accordance with the Zoning Ordinance, which permits zero lot line development. Thus, there is no required open space or landscaping for this development. The building fronts two streets and is currently open on the rear (west). The buildings placement permits for light, air and access to persons occupying the structure.
- (2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*
 - **There are no proposed changes to the location, size or height of the building.** The location, size and height of the building conforms with the standards of the Zoning Ordinance and provides neighboring buildings with access to adequate light.
- (3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*
 - **There are no proposed changes to the location, size or height of the building.** The proposed development will not hinder the reasonable development of adjoining property and should increase the value thereof.
- (4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*
 - **There are no proposed changes to the location, size or height of the building.** The site plan contains a single curb cut for vehicular access along Hazel, which is preferred over Old Woodward and Woodward which would create more hazardous conditions. Pedestrians have access to clear and obvious entry points to the building and adequate space to circulate around the building.
- (5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*
 - This development will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this

chapter. However, the shifting of loading activities from the building to the lower level, or in some cases neighboring streets of Brown and/or S. Old Woodward, could be considered incompatible and may be detrimental to the surrounding neighborhood.

(6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space. However, the Daxton Hotel contains a green roof in the upper alcove of the building that provides open space for inhabitants of the east side of the building.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** The proposed mixture of commercial/retail and residential uses remains consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- **There are no proposed changes to the use of the building.** Generally, in Birmingham's Downtown, this mixture of uses is compatible with adjacent uses of land and the natural environment of the area. There is a consideration to be had, though, regarding the effective removal off the loading facility and its relationship to the capabilities of public services and facilities affected by the land use. Because the Daxton will still require some level of delivery and service based activities, these functions are expected to continue to happen on Brown and S. Old Woodward in some fashion, which will affect those thoroughfares during such activity. However, loading and delivery services are commonplace in a Downtown setting and the S. Old Woodward thoroughfare was designed to accommodate trucks in the center lane when necessary.

(3) The use is consistent with the public health, safety and welfare of the city.

- **There are no proposed changes to the use of the building.** This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, mixed-use developments have been long established in Birmingham's Downtown and other commercial areas in the City and is expected to continue.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** Although the building uses proposed are compatible with the related zoning districts, the requirements for the associated loading requirements of the existing uses have not been met at this time.

(5) *The use will not be injurious to the surrounding neighborhood.*

- **There are no proposed changes to the use of the building.** The existing uses themselves are not expected to be injurious to the surrounding Downtown neighborhood, but the removal of the associated off-street loading facility may cause issues during deliveries.

(6) *The use is in compliance with state and federal statutes.*

- **There are no proposed changes to the use of the building.** To the best of our knowledge, the existing uses are in compliance with state and federal statutes at this time.

9.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.27 and 7.36, the Planning Department recommends that the Planning Board recommend that the City Commission **APPROVE** the Special Land Use Permit, Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

10.0 Sample Motion Language for Special Land Use Permit

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **APPROVE** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **DENY** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. _____
2. _____
3. _____

11.0 Sample Motion Language for Final Site Plan & Design Review

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and **APPROVE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **DENY** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. _____

2. _____
3. _____

CASE DESCRIPTION

298 S. Old Woodward (25-17)

Hearing date: June 10, 2025

Appeal No. 25-17: The owner of the property known **298 S. Old Woodward**, requests the following variance for modifications to an existing required off-street loading facility:

A. Chapter 127, Article 4, Section 4.24 (C) of the Zoning Ordinance requires that commercial uses between 5,001 and 20,000 square feet are required to provide one usable off-street loading space. In addition, the Zoning Ordinance requires an off-street loading space to have the following minimum dimensions: 40 feet long, 12 feet wide and 14 feet high. The Daxton Hotel is proposing to eliminate the existing required off-street loading space in favor of a new waste receptacle and other back-of-house needs. Therefore, a dimensional variance of 1 usable off-street loading space is requested.

Staff Notes: The applicant is looking to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels. When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area, which would reduce the space and provide no access to trucks/vehicles.

On May 28, 2025 (Agenda), the Planning Board moved to approve the proposal with the condition that the applicant obtain a variance from the Board of Zoning Appeals. The discussion and eventual decision was centered around other areas within the lower level of the building that currently accept loading/unloading functions that are expected to continue. In addition, the Planning Board was advised that the bulk of loading/unloading functions were related to the off-site laundry, which would be eliminated with this proposal.

This property is zoned B4 – Business-Residential & D4 – Downtown Overlay

Nicholas Dupuis
Planning Director



MEMORANDUM

City Clerk's Office

DATE: July 21, 2025

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Designation of Voting Delegate(s) for the Michigan Municipal League Annual Meeting

INTRODUCTION:

The City of Birmingham is a member of the Michigan Municipal League (MML). The MML is holding its annual meeting in Grand Rapids, MI on Wednesday, September 17, 2025. On the agenda for the meeting is the election of five members to the MML Board of Trustees and a vote on the Core Legislative Principles document along with other business.

BACKGROUND:

A resolution by the City Commission is required to designate a voting delegate and alternate voting delegate to vote on behalf of the City. The deadline to submit delegate information to the MML is August 17, 2025.

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

SUSTAINABILITY:

n/a

PUBLIC COMMUNICATIONS:

Information regarding this appointment will be provided along with the agenda packet on the City website and public communication is permissible in accordance with standard commission procedure.

DESIGN CONSIDERATIONS:

n/a

SUMMARY:

The City Commission is being asked to appoint a City Commission member or City Official as official voting delegate and appoint a City Commission member or City Official as the alternate voting delegate, for the MML Annual Meeting to be held September 17, 2025 in Grand Rapids, MI.

ATTACHMENTS:

1. Letter from MML dated June 27, 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to appoint_____as the City of Birmingham's official voting delegate and_____as the alternate delegate, for the Michigan Municipal League Annual Meeting to be held in Grand Rapids, Michigan on September 17, 2025.

June 27, 2025

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Grand Rapids, September 17-19, 2025. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 17 in the Pantlind Ballroom at the Amway Grand Plaza Hotel. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druks at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 17, 2025.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 17, 2025.**

We love where you live



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **August 17, 2025**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 16, 2025, at the Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Donald Gerrie
President
Mayor, Sault Sainte Marie



Daniel P. Gilmartin
Executive Director & CEO



We love where you live.



MEMORANDUM

Legal Department

DATE: July 21, 2025

TO: Jana Ecker, City Manager

FROM: Mary M. Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268 Sec.8(1)(e) and Sec. 8(1)(h) of the Open Meetings Act

INTRODUCTION:

The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act and to discuss two (2) written attorney/client privilege communications pursuant to MCL § 15.268, Sec.8(1)(h).

BACKGROUND:

The City Attorney will discuss and answer questions regarding a written attorney/client privilege communication and pending litigation.

LEGAL REVIEW:

I am requesting a closed session on Monday, July 28, 2025 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Nicole Stone v City of Birmingham, et al*, Oakland County Circuit Court Case No.: 2024-208376-NZ, Honorable David M. Cohen, and to discuss two (2) written attorney/client privilege communications pursuant to MCL § 15.268 Sec. 8(1)(h) of the Open Meetings Act.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(e) and (h).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Nicole Stone v City of Birmingham, et al*, Oakland County Circuit Court Case No.: 2024-208376-NZ, Honorable David M. Cohen, and to discuss two (2) written attorney/client privilege communications pursuant to MCL § 15.268, Sec.8(1)(h) of the Open Meetings Act.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

Page 1 Knox Street showing three recently cut large trees due to “rot”

Page 1 Detail pictures of the three trees showing no rot

Page 3 Suffield Street before and after showing loss of canopy

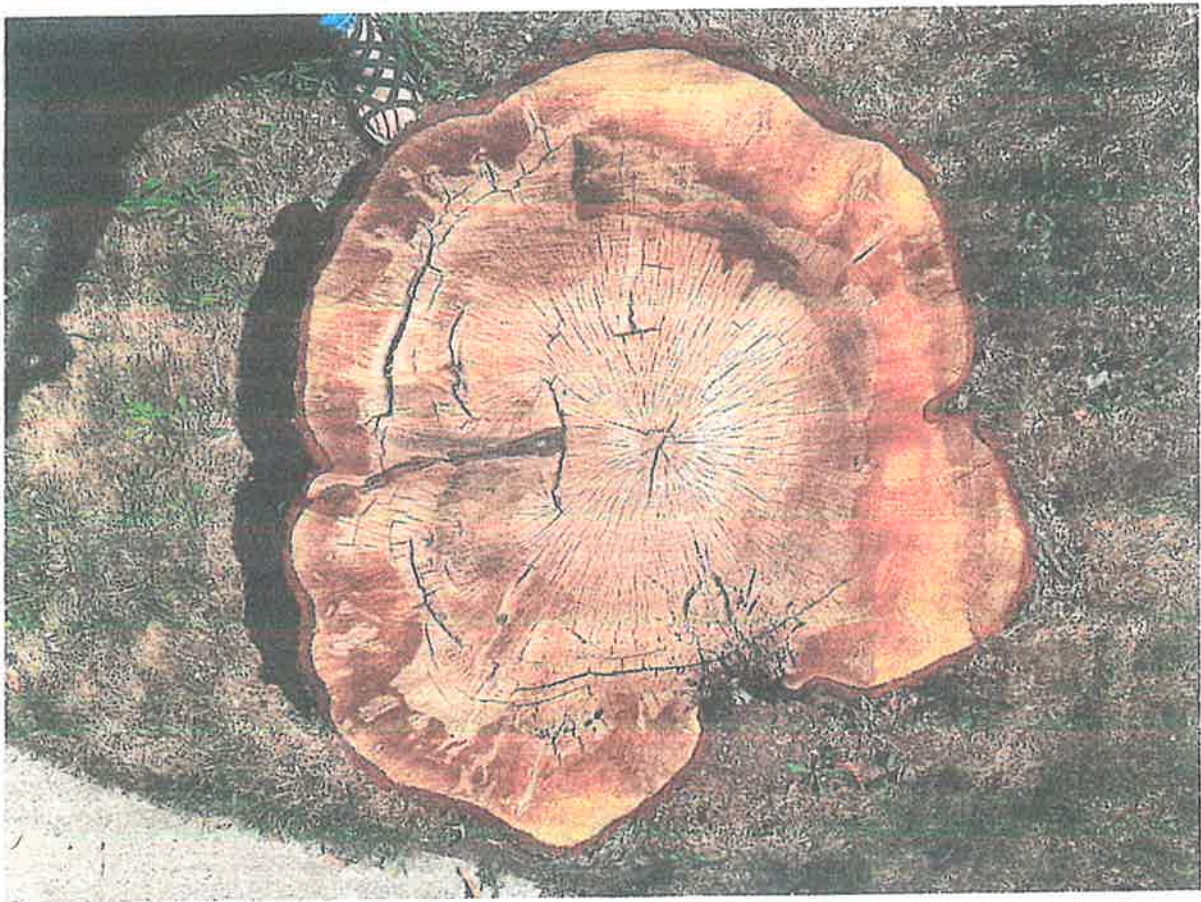
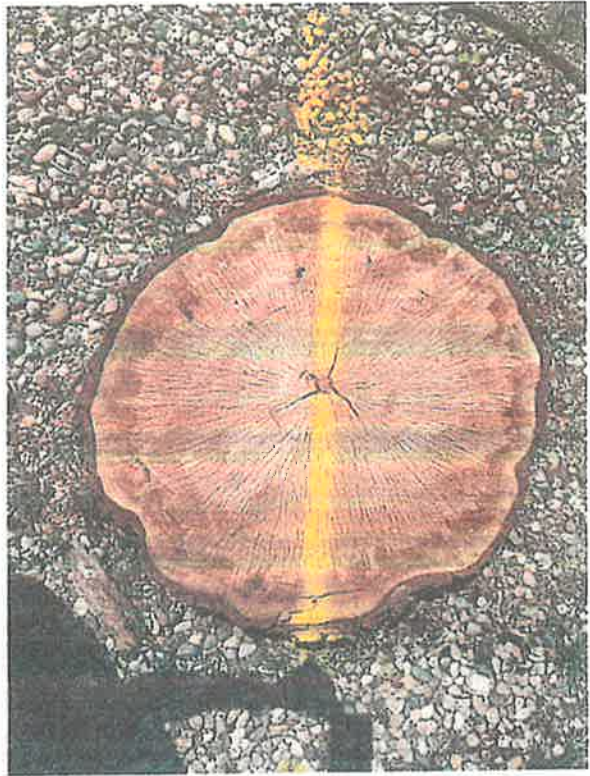
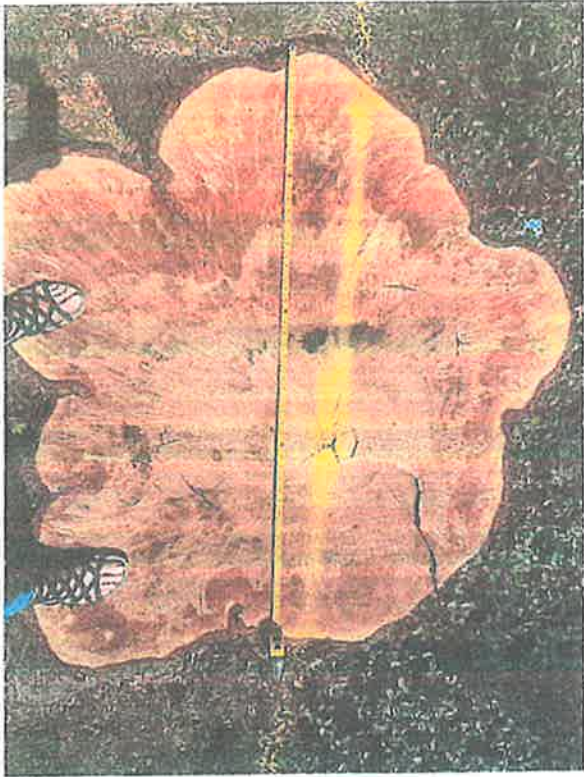
STOP THE CHOP!!!



10A



10A



TRUCKS ON E MELTON

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

Tue, Jul 22, 2025 at 9:20 AM

PLEASE MAKE THIS PUBLIC RECORD AND PUT IT INTO AND AGENDA PACKET. Also please forward to the Multi Modal Board as there is not information on the website to contact them.

--

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

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

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/6DDE18BB-8796-43F4-B47E-1CADAD0951D0%40yahoo.com>.

Diane Roach Smith
1494 E Melton Rd
dianesmith5912@yahoo.com
Art Recovery by Designs LLC
248-330-8532

--

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

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

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/6DDE18BB-8796-43F4-B47E-1CADAD0951D0%40yahoo.com>.



Multi Modal Board and City of Birmingham.docx

15K

May28th 2025

Multi Modal Board and City of Birmingham,

I am requesting a change to the Trucks that continue to come thru on Melton.

Trucks are not allowed on Eton, but they are allowed on Melton a regular residential street.

I understand that Melton is the only thru way for Trucks and this practice is WRONG.

Melton has 3 schools, one school with special considerations, a park; Melton is heavily traveled with children on bikes, people walking babies and dog walkers. Trucks on Melton is unsafe for pedestrian's, The trucks are large often they breeze thru the intersection's they cannot see a child or someone else on foot at the 2 way stop on Melton and Sheffield. Sometimes the double tandems try to turn at Melton and Sheffield and they have to drive on the corner curbs and or on the lawns. My curb is an example of the damage they are doing to our streets. The continuous truck traffic is cracking our road.

Melton is already a cut thru for car traffic especially when Woodward gets backed up add in the constant trucks and Melton is more like a regular road instead of a residential street.

I suggest no thru trucks on Melton be enacted. Or lift the Eton no thru trucks and make Melton a no thru trucks street.

Diane Roach Smith

1494 E Melton Rd

48009

July 22 2025

I am requesting AGAIN, that NO TRUCKS go thru on E Melton. I sent the above letter in May and was never given a response other than we are looking at this. I sent a letter last year to address the same concern.

Birmingham books itself as a walkable city. It is not pedestrian friendly at all.

Yesterday gravel haulers were using E Melton as a thru way. This Morning early 8 AM Gravel haulers going West and East on the Street. The East Bound one came thru 30 plus miles an hour and blew thru the stop sign. The kids from Eton School and Shephard Lutheran were out walking. This is unacceptable. Trucks should NOT be ALLOWED on E Melton. They cannot drive on Eton, But they can drive on E Melton which is heavily traveled by little kids on Bikes, scooters, walking. We have 3 Schools, one is Special Learners. We have the ONLY PARK in the Tory neighborhood, and our Neighborhood is the largest of Birmingham.

Over the past 7 years I have watched a perfect street start to deteriorate and crack because of all of the Truck traffic.

It makes No sense that trucks are allowed to travel this neighborhood. The City's responsibility is to the Residents and Health and Safety need to be a priority.

Community & Senior Center

1 message

'Michael Clift' via City Commission <city-commission@bhamgov.org>

Tue, Jul 22, 2025 at 9:39 AM

Reply-To: Michael Clift <inkamike@icloud.com>

To: city-commission@bhamgov.org

Birmingham City Commissioners:

I took this photo of the YMCA pool at 9:47am on June 19th.

--

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

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

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/0E63BCBA-DED1-40DF-AE4F-EBAC8B62A172%40icloud.com>.

Thirty-seven swimmers are in the pool, about evenly split between water fitness class participants and area children taking swimming lessons. My hope is that this photo will serve as a reminder of the benefits of aquatics as you make decisions in future commission meetings regarding the community and senior center planned for 400 E. Lincoln.

Swimming programs provide fitness and recreational opportunities for Birmingham residents of all ages. The pool has long served as a training facility for the Birmingham-Bloomfield Dolphins in a community long regarded as a hotbed of competitive swimming in Michigan. The health benefits of co-locating the senior population served by NEXT with an aquatics facility cannot be overstated and we should not miss this opportunity.

Whether incorporated into plans for a new building or retained as-is within the current structure, I regard a publicly accessible pool to be an essential element of our planned community and senior center. Please consider inclusion of an aquatics facility a priority in your planning for this building going forward. Birmingham residents should not need to rely on surrounding communities for these programs.

Sincerely,

Michael Clift

Sent from my iPhone

--

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

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

To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/0E63BCBA-DED1-40DF-AE4F-EBAC8B62A172%40icloud.com>.



IMG_4254.jpeg
3337K

More communities drop assessing contracts

BY PEG MCNICHOL

PMCNICHOL@MEDIANEWSGROUP.COM

More than half the communities that had relied upon Oakland County for property assessment services have not renewed their contracts.

The service contracts, projected to generate more than \$12.5 million over three years, were rejected by 17 communities after the county proposed significant rate increases. In some cases, the rate was double the previous contract. Assessments determine the taxable value of each property.

The cities of Berkley, Clawson, Farmington, Ferndale, Hazel Park, Huntington Woods, Keego Harbor, Lathrup Village, Madison Heights and Walled Lake did not renew their contracts.

Several townships also did not renew, including Commerce, Groveland, Milford, Oakland, Orion, Oxford and Springfield.

All this means dramatic changes in the assessor's office.

Brian Lefler, the county's chief financial officer, told finance committee members last week that nine assessors have left the equalization department. Some left their county jobs, and the profession, while others transferred to other county jobs, he said.

The county had different rates for 32 communities, based on size and scope of work — some have mostly small residential properties and others have a complex mix of residential, rural, commercial and industrial properties. Eight communities agreed to renew their county contracts and seven asked for a 60-day extension to evaluate options.

The new county contract standardized rates to \$22.25 per parcel in the first year, rising to \$32.11 the next year and \$42.38 in the third year.

Berkley's costs, for example, would have risen from an estimated \$128,008 in the last contract to an estimated \$175,597 for the first year of the new contract. That's a 37% increase. By the third year, the city's bill would increase to \$334,000, a 160% increase.

"Local governments deserve high-quality, cost-effective services, and that's what Oakland County continues to provide through our comprehensive assessing program," said Bill Mullan, the county spokesman. "While some communities have chosen different paths, our new rate structure reflects the true cost of delivering these services, which includes representing communities at the Michigan Tax Tribunal and small claims assistance."

County Commission Chairman Dave Woodward said no communities question the quality of the county's assessment services.

But he said rates increased to eliminate a long-standing county subsidy and passed along the true cost of the service, adding that the county legally cannot earn profits from the contracts.

INFORMATION ONLY

As far as the cost of the dropped contracts, it's not as if the county is losing \$12.6 million, he said, but rather it's \$12.6 million the county is not spending.

"As with all local services, communities need to make the best choice for themselves and remember caveat emptor," Woodward said, using the Latin phrase for "Let the buyer beware."

"It's important to remember this is (an opt-in) service we offer," he said. "Tax assessment is a requirement by state law for every community."

He said all property owners pay for assessing services, regardless of how they are provided, adding that county services cost less than what communities pay for in-house or contract services.

As for what happens if an assessment contractor fails to perform as expected for those communities, Woodward said the city or township would have to handle the problem.

"We wouldn't be in a position to snap our fingers and have the capacity to start doing new communities after they went in a different direction," he said, because current assessing employees may be reassigned as the workload drops.

UAW steward Joe Rozell said the union has not received any notification of cuts and "there have been no discussions of that nature."

It's possible that some assessing employees will be reassigned to other jobs in the county equalization department, he said.

"The key point is that these folks are not suffering a loss of pay and benefits. They may not be doing the same job, but they're critical to our county's work," he said.

Rozell is among the appointees to a county study group, made up of mostly county and municipal representatives, called Review of Equalization and Assessment Levels or R.E.A.L. The group met for the first time last month to discuss contract concerns.

"We talked about possibly revising and redoing rates and some suggestions were presented to the administration but we haven't gotten any feedback," he said.

The county responded to initial complaints about the rate increases by lowering the cost of this year's service — but the difference was added to the third year of the contract.

The recent countywide discussions about the price of government-run assessment services has at least one community rethinking how it gets the work done.

Independence Township's trustees voted 4-3 last week to outsource the work of its own assessment department to a private firm.

The three-year contract with Washington Township-based Assessment Administration Services will cost \$260,000 in the first year with 4% annual increases afterward. The township budgeted \$759,000 for in-house assessing services for 2025,

Township Supervisor Chuck Phyle voted for the contract, along with trustees Cari Neubeck, Paul Brown and Theresa Nallamotheu. Trustees David Hayward, Sam Moraco and Jim Tedder voted against outsourcing the work.

INFORMATION ONLY

Phyle said none of the township's assessing employees will lose their jobs as a result of the new contract because three resigned before the contract was approved and two transferred to other township departments. Two of those employees accepted jobs with Assessment Administration Services, he said.

Real Estate

Birmingham real estate is coveted — yet 2 prominent corners remain underused

By Kirk Pinho

Gift Article



Credit: Kirk Pinho/Crain's Detroit Business

A large-scale residential development proposal at the southeast corner of Woodward Avenue and Maple in Birmingham.

 Reprints  Share

July 14, 2025 05:46 AM

In commercial real estate circles, Birmingham is known for its exclusivity.

Sky-high office and residential and retail rents, splashy amenities, luxury shopping and dining in 48009 are all trademarks of the posh Oakland County enclave where just one Woodward Avenue isn't enough, and where business and pleasure intermingle in both board rooms and private dining rooms.

But look around, and perhaps the two most high-profile hard corners in town have been underutilized — purely in commercial real estate terms — for well over a decade, facing challenge after challenge.

They are unlikely outliers in a city where new five-story buildings are going up as fast as people can fill them.

So although construction is nearing an end on [the new RH](#) (formerly Restoration Hardware) flagship store at Old Woodward and Brown and concrete is being poured at a new mixed-use building next door that will feature a wildly expensive wealth management office for JPMorgan Chase & Co. as its anchor, for all its impressive growth, Birmingham developers have not been immune to challenges that persist in other markets.

At least at some sites.

So in what is perhaps the region's most sought-after market, why have the northwest and southeast corners of Maple Road and Woodward Avenue flummoxed would-be developers for so long?

The short answer: it's complicated. Both sites are different, and more broadly, real estate economics still pose challenges.

The even shorter answer: money and legal clashes.

Here is a look at those two properties and what has snagged their redevelopment efforts for years.



Credit: Kirk Pinho/Crain's Detroit Business

The 1.55-acre site at Woodward and Maple sits undeveloped with no work taking place more than two years after a vision for a large residential development was proposed there.

Ryan Cos. site

More than two years ago, a Minneapolis-based developer proposed turning the southeast corner of Woodward Avenue and Maple Road into one of Birmingham's tallest buildings.

Ryan Cos. has had the site under contract since at least 2023 but has not yet closed on the purchase, which is believed to be for about \$10 million or \$11 million — or perhaps even more.

With 1.55 acres at play, it could be one of the more expensive land purchases on a per-acre basis in years, going back to when the land for what is now the Daxton Hotel was purchased and prior, according to data from CoStar Group Inc., a Washington, D.C.-based real estate information service.

That entry price, plus the cost of building parking for more than 200 proposed residential units plus retail, have dampened the vision for a large Ryan Cos. multifamily project of varying heights ranging from a nine-story, 114-foot portion in the center of the project, with two nine-story portions fronting Woodward and a six-story, 78-foot portion toward farthest east. That's according to Nicholas Dupuis, Birmingham's planning director.

INFORMATION ONLY

Ryan Cos. declined an interview or comment through a spokesperson.

The cost to build underground parking in the region can be between \$50,000 and \$75,000 per space, depending on a host of factors including how many levels below ground it is built, conditions underground and if there's another building constructed on top, said David Rich, vice president and project development manager for Southfield-based parking consultant Rich & Associates Inc.

Compare that to the cost to build above-ground parking and the economics start coming even more into play.

Building an above-ground deck in the Detroit market costs less than \$31,000 per space, according to WGI, a West Palm Beach, Fla., Engineering firm with offices around the country.

It appears as though the project has stalled with little progress in sight, Dupuis said.

"There's nothing happening, no gears moving," Dupuis said.



Credit: Kirk Pinho/Crain's Detroit Business

The Hunter House site at Woodward and Maple in downtown Birmingham.

Hunter House site

INFORMATION ONLY

Hunter House, the iconic downtown burger-and-fries joint, has been at odds with its landlord basically since the property was sold to Hesham Gayar, a Genesee County doctor.

They had been [at odds for years](#), but there has been a recent resolution in Oakland County Circuit Court that grants Gayar the site unencumbered, Dupuis said. Terms of the agreement were not available. Hunter House owner Kelly William Cobb couldn't be reached.

Gayar said in an email that the settlement happened three months ago and that he plans to develop the site himself with a 100,000-square-foot five-story building. It would have underground parking, plus residential, office and retail space.

The current plan is to break ground in the first half of next year and spend two to 2 1/2 years completing the building.

The restaurant is expected to remain open.

The issues in a March 2023 complaint were many and complicated, ranging from Gayar's Select Commercial Assets Hospitality LLC erecting a fence around a neighboring site to parking at the proposed new five-story development, among a host of others that tangled the two sides.

But now that the legal matter is resolved, the new building can move forward.

The city granted a one-year site plan extension in April.

Documents presented to the Planning Board at the time of the extension say that Select "has full legal right to move forward and complete this project."



Credit: Kirk Pinho/Crain's Detroit Business

The under-construction RH flagship store in downtown Birmingham on Tuesday, July 1.

All the building

Multiple large-scale buildings have arisen or are currently under construction downtown, replacing many of the squat, dated buildings that had been downtown.

In addition to the RH and 370 Brown, where JPMorgan Chase & Co. is going, the next Daxton Hotel was built, luxury condominium buildings have risen along Old Woodward and others are in the works. In addition, just outside of downtown, a luxury apartment building opened earlier this year.

Much of that can be traced back nearly three decades when the city's 2016 master plan was approved in 1996. That process was led by renowned urban planner Andres Duany, and included Birmingham-based Gibbs Planning Group and other consultants.

Mark Nickita, a co-founder of Detroit-based Archive DS architecture and planning firm, as well as a former Birmingham mayor, city commissioner and planning board member, has previously said that the city's zoning was intensified, allowing for five-story buildings around the downtown core.

INFORMATION ONLY

"We had a whole lot of property in the city that was under-utilized: parking lots, low-scale buildings, under-producing buildings that we don't really want, that are now considered non-conforming, things like gas stations and surface parking lots," Nickita told Crain's last year. "Those should all be replaced with higher and better-use buildings that adhere more to walkability, the mixed-use nature of a downtown core, to be more efficient, to be more productive and be better contributors to the core."



By Kirk Pinho

Kirk Pinho is a senior reporter covering commercial real estate. Since joining Crain's Detroit Business in 2013, he has written about leasing, development and property sales in Detroit and its suburbs, as well as the industry's trends, personalities and quirks.

📌 Real Estate, Commercial Real Estate, News

More in Real Estate →



UM plans larger residential tower for downtown Detroit campus

INFORMATION ONLY

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE
COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
DTE ENERGY COMPANY
CASE NO. U-21672**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission’s approval of the reconciliation of DTE’s Energy Waste Reduction (EWR) plan, for the plan year 2024, and authority to implement EWR surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company One Energy Plaza, Detroit, MI 48226, 800-477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission’s website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: Tuesday, August 5, 2025 at 10:00 AM

BEFORE: Administrative Law Judge Katherine E. Talbot

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge’s secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company & DTE Gas Company’s (DTE Electric & DTE Gas) June 27, 2025 application requesting the Commission to: 1) determine that DTE Electric & DTE Gas’s reconciliations for its 2024 Energy Waste Reduction (EWR) plan year is just and reasonable, and that they meet all relevant requirements of Act 295 as amended; 2) approve DTE Electric & DTE Gas’s reconciliations for the 2024 EWR plan year, the performance incentives, and the associated proposed tariffs; 3) approve the necessary accounting authority as proposed by DTE Electric & DTE Gas; and 4) grant DTE Electric & DTE Gas other and further relief as is just and reasonable.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in 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 July 29, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza., 1650 WCB, 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 for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to 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-21672**. 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 Executive Secretary 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.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

U-21672

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE
COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC AND GAS CUSTOMERS OF
DTE ENERGY COMPANY
CASE NO. U-21681**

- DTE Electric Company and DTE Gas Company requests Michigan Public Service Commission for approval of their Energy Waste Reduction (EWR) Plans pursuant to MCL 460.1001 et seq. (2008 PA 295, the Michigan Clean, Renewable, and Efficient Energy Act as amended), and authority to implement EWR surcharges, and other related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Energy Company One Energy Plaza, Detroit, MI 48226, 800-477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Energy Company or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: Thursday, August 7, 2025 at 10:00 AM

BEFORE: Administrative Law Judge Sally L. Wallace

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company and DTE Gas Company's (DTE Electric & DTE Gas) June 27, 2025 application requesting the Commission to: 1) determine that DTE Electric & DTE Gas's Energy Waste Reduction (EWR) Plans are reasonable and prudent, and that they meet all relevant requirements of Act 295, as amended; 2) approve the proposed 2026-2029 EWR Plan surcharges and Performance Incentive mechanisms; 3) approve the necessary accounting authority as proposed by DTE Electric & DTE Gas; and 4) grant DTE Electric & DTE Gas other and further relief as is just and reasonable.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in 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 July 31, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Energy Company's attorney, Breanne K. Reitzel, One Energy Plaza., 1650 WCB, 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 for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to 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-21681. 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 Executive Secretary 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.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 2008 PA 295, as amended, MCL 460.1001 et seq., and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

U-21681