

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
SEPTEMBER 15, 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. Design Review Board
1. Natalia Dukas

To appoint _____ as a regular member to the Design Review Board to serve a three-year term to expire September 25, 2028.

- B. Historic District Commission
1. Steven Lemberg
2. Mary Jaye
3. Natalia Dukas

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

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

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

INTRODUCTION OF STAFF

- C. Human Resources
1. Tyresse Ferguson

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered 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.

*The minutes from the September 8, 2025 City Commission workshop and regular meeting will be presented on the October 6, 2025 regular meeting agenda.

- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 10, 2025 in the amount of \$40,762,011.22.
- B. Resolution to claim an exemption from the Publicly Funded Health Insurance Contribution Act 2011 PA 152. Further, to direct the City Engineer and Finance Director to sign the Annual Certification for Employee-related condition for the year 2025 and submit the required form to the Michigan Department of Transportation as required by Public Act 51.
- C. Resolution to set a public hearing date of October 27, 2025 to consider the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.
- D. Resolution to accept the resignation of Burt Koseck from the Ad Hoc Senior/Recreation Center Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.
- E. Resolution to accept the resignation of Mary Petcoff from the Advisory Parking Committee, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.
- F. Resolution to accept the resignation of Aditya Oberoi from the Board of Review, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

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](https://www.bhamgov.org/manager).

- A. September 2025 City Manager's Report

VII. UNFINISHED BUSINESS

- A. Resolution to provide clear direction as requested by the SCC by responding to the following questions:
 - 1. Are the mission statement and associated goals created by the SCC and approved by the City Commission still pertinent or would the City Commission like something different?
 - 2. What does the City Commission see as the SCC's role, if any, moving forward?
 - 3. Will the open vacancies on the SCC be filled?
 - 4. Does the City Commission believe a joint SCC/City Commission workshop meeting would be appropriate to discuss the future of 400 E. Lincoln?

VIII. NEW BUSINESS

- A. Resolution to approve a six-month agreement with Cobalt Community Research for a community survey in the amount not to exceed \$21,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

General Fund

Revenues

Draw from Fund balance	101.0-000.000-400.0000	\$21,435.00
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Expenditures

Other Contractual Services	101.0-101.000-811.0000	\$21,435.00
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- B. Resolution directing the City Manager to post the Request for Proposals for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network.
- C. Resolution to meet in closed session at the request of the City Manager - MCL § 15.268 Sec. 8(1)(a) allows for a closed session of the City Commission for a periodic personnel evaluation of the City Manager only if the City Manager requests a closed hearing pursuant to a 2/3 vote of the City Commission. Pursuant to the City Manager's contract, an evaluation is to be conducted during the first year of employment as City Manager at the end of six (6) months, at the one-year anniversary and annually thereafter.

(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.

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Community Survey

XI. REPORTS

- A. Commissioner Reports
1. Notice of Intention to Appoint to the Ad Hoc Senior/Recreation Center Committee
 2. Notice of Intention to Appoint to the Advisory Parking Committee
 3. Notice of Intention to Appoint to the Board of Review

- B. Commissioner Comments
 - C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - D. Legislation
 - E. City Staff
1. September 8, 2025 Infrastructure Workshop Update

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 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 DESIGN REVIEW BOARD

At the regular meeting of Monday, September 15, 2025, the Birmingham City Commission intends to appoint the following positions to the Design Review Board:

- Two regular members to serve three-year terms to expire September 25, 2028
- Two alternate members to serve three-year terms to expire September 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, September 10, 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 function and duty of the Design Review Board is to advise the City Commission in regard to the proper development of the City. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the City's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, City Planning Board, Historic District Commission and other City advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the City.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.
Natalia Dukas	18-year resident with finance experience who has served on the board for 12-years.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Design Review Board to serve a three-year term to expire September 25, 2028.

To appoint _____ as a regular member to the Design Review Board to serve a three-year term to expire September 25, 2028.

To appoint _____ as an alternate member to the Design Review Board to serve a three-year term to expire September 25, 2028.

To appoint _____ as an alternate member to the Design Review Board to serve a three-year term to expire September 25, 2028.

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#84]

1 message

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

Mon, Sep 8, 2025 at 9:41 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Design Review Board
Specific Category/Vacancy on Board (see below)	Regular member
Name	Natalia Dukas
Residential Address	 1352 Suffield Ave. Birmingham, MI 48009 United States
Phone Number *	(248) 535-9950
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.	nataliadukas@yahoo.com
Length of Residence	18 years
Occupation	Controller/Finance
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	My 12 years of service on HDC/DRB give me experience and understanding of the Board's work and mission. I would like to continue to serve as I am committed to the city's growth and protecting it's historical resources.
List your related employment experience	Finance, Ford Motor Co. Finance, Trademark Construction Services
List your related community activities	Regular member Historic Distric Commission/Design Review Board 2013 - Present; Board of Review 2012-13; Pierce Elementary PTA; Birmingham Election Inspector
List your related educational experience	B.A. Economics University of California Berkeley; Historic District Commissioner Training; Michigan Historic Preservation Network training; Nat'l Alliance of Preservation Commissions training
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

Design Review Board ATTENDANCE RECORD

Name of Board: Design Review Board
Members Required for Quorum: 4

Year: 2025

MEMBER NAME	1/15	2/5	2/19	3/19	4/2	4/16	5/7	5/21	6/4	6/18	7/2	7/16	8/6	8/20	9/3	9/17	11/5	11/19	12/3	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
KEITH DEYER	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							1	1	50%
NATALIA DUKAS	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							1	1	50%
TIMOTHY COLLINS	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							2	0	100%
DUSTIN KOLO	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
PATRICIA LANG	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							0	2	0%
JULIJANA RASAWEHR	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							2	0	100%
MICHAEL WILLOUGBY	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
ALTERNATES																								
SAMANTHA CAPELLO	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
SAM LANFEAR	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							0	2	0%
Present or Available	0	0	0	0	5	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0			

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: DESIGN REVIEW BOARD Year: 2024
Members Required for Quorum: 4

MEMBER NAME	1/3	1/17	2/7	2/21	3/6	3/20	4/3	4/17	5/1	5/15	6/5	7/3	8/7	8/21	9/4	9/18	11/6	11/20	12/11	12/6	12/18	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
John Henke	CM	P	CM	A	A	CP	CM	CP	A	CM	P	CM	CM	CM	CM	CM	CM	NA	NA	NA	NA	2	3	40%
Keith Deyer	CM	A	CM	P	A	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	4	2	67%
Julie Rasawehr	CM	P	CM	P	A	CP	CM	CA	A	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	2	4	33%
Natalia Dukas	CM	A	CM	P	P	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Dustin Kolo	CM	A	CM	P	P	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Patricia Lang	CM	P	CM	P	P	CA	CM	CP	P	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	4	2	67%
Michael Willoughby	CM	P	CM	P	A	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Timothy Collins	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	CM	P	CM	CM	CM	1	0	100%
ALTERNATES																								
Samantha Cappello	CM	P	CM	A	P	CA	CM	CA	A	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	4	2	67%
Sam Lanfear	CM	A	CM	A	A	CA	CM	CA	A	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	0	6	0%
																						0	0	#DIV/0!
TOTAL	0	5	0	6	4	0	0	0	5	0	6	0	0	0	0	0	0	6	0	0	0			

KEY: A = Member absent
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NA = Member not appointed at that time
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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **DESIGN REVIEW BOARD**

Year: **2023**

Members Required for Quorum: **4**

MEMBER NAME	1/4	1/18	2/1	2/15	3/1	3/15	4/19	5/3	5/17	6/7	7/5	7/19	8/2	8/16	9/6	9/20	10/4	10/18	11/1	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																									
John Henke	P	P	CM	P	A	CM	CM	A	A	P	CM	P	P	CM	CM	CM	CM	P	CM	CM	CM	A	7	4	64%
Keith Deyer	P	P	CM	P	P	CM	CM	A	P	P	CM	A	A	CM	CM	CM	CM	P	CM	CM	CM	P	8	3	73%
Julie Rasaweher	P	P	CM	A	A	CM	CM	P	A	A	CM	P	P	CM	CM	CM	CM	P	CM	CM	CM	A	6	5	55%
Natalia Dukas	P	P	CM	A	P	CM	CM	A	P	A	CM	A	A	CM	CM	CM	CM	P	CM	CM	CM	P	6	5	55%
Dustin Kolo	P	P	CM	P	A	CM	CM	P	P	P	CM	A	P	CM	CM	CM	CM	P	CM	CM	CM	P	9	2	82%
Patricia Lang	A	P	CM	P	P	CM	CM	A	A	P	CM	A	P	CM	CM	CM	CM	P	CM	CM	CM	A	6	5	55%
Michael Willoughby	P	P	CM	P	A	CM	CM	P	P	A	CM	P	A	CM	CM	CM	CM	P	CM	CM	CM	P	8	3	73%
ALTERNATES																									
Samantha Cappello	P	P	CM	P	P	CM	CM	P	A	P	CM	A	P	CM	CM	CM	CM	A	CM	CM	CM	A	7	4	64%
Sam Lanfear	A	A	CM	P	P	CM	CM	A	P	A	CM	P	A	CM	CM	CM	CM	A	CM	CM	CM	A	4	7	36%
Ian Weinberg (Stdnt)	NA	NA	NA	NA	NA	CM	CM	P	P	A	CM	P	P	CM	CM	CM	CM	A	CM	CM	CM	A	4	3	57%
TOTAL	7	8	0	7	5	0	0	4	5	5	0	4	5	0	0	0	0	7	0	0	0	4			

KEY:

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

Department Head Signature



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

Members: One member of the Design Review Board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.

Duties: The function and duty of the Design Review Board is to advise the city commission in regard to the proper development of the city. The Design Review Board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The Design Review Board is authorized to advise and cooperate with the City Commission, city Planning Board, Historic District Commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Cappello	Samantha	(248)914-2930	11/23/2020	9/25/2025
160 Larchlea Drive			Alternate	
		samanthacappello@yahoo.com		
Collins	Timothy	(248) 797-5229	9/23/2024	9/25/2027
958 Pleasant			Historical preservation organization member	
		tpcollins@comcast.net		
Deyer	Keith	(248)642-6390	9/25/2006	9/25/2026
1283 Buckingham			Engineer	
		kwdeyer@comcast.net		
Dukas	Natalia	(248) 885-8535	9/9/2013	9/25/2025
1352 Suffield			Finance	
		nataliadukas@yahoo.com		
Kolo	Dustin	(248)935-3651	11/23/2020	9/25/2026
851 Ann St.				
		dustinkolo@gmail.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Lanfear 833 Hazel	Dennis (Sam)	(248)798-3817 <i>dlanfear@outlook.com</i>	9/19/2022 Alternate	9/25/2025
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/10/2018	9/25/2027
Rasawehr 221 Baldwin Road	Julijana	(586)201-5470 <i>jmisich@yahooo.com</i>	9/20/2021 Planning & zoning director	9/25/2027
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2025

ARTICLE V. DESIGN REVIEW BOARD¹

Sec. 82-98. Created.

There is hereby created a design review board for the city. The design review board is a locally organized board and is not established under the Municipal Planning Commission Act, Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq.), as amended.

(Ord. No. 1882, 7-24-06)

Sec. 82-99. Composition.

- (a) The design review board shall consist of seven members whose residences are located in the city.
- (b) One member of the design review board shall be an architect duly registered in this state, if such person is available. The other members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions.
- (c) The city planner, or the authorized representatives of any of them, and the student representative, shall be members ex officio of the design review board and shall have all rights of membership thereon, except the right to vote.
- (d) The city commission may appoint two alternate members to serve as needed on the design review board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the design review board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the design review board.

(Ord. No. 1882, 7-24-06; Ord. No. 1975, 10-13-08; Ord. No. 2202, 10-10-16)

Sec. 82-100. Terms.

Members of the design review board shall be appointed by the city commission for terms of office of three years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the design review board for any cause shall be filled by a person appointed by the city commission for the duration of the unexpired term.

(Ord. No. 1882, 7-24-06)

¹Cross reference(s)—Boards and commissions, § 2-171 et seq.

Sec. 82-101. Removal of members.

- (a) Members of the design review board may, after a public hearing, be removed for cause.
 - (1) As used in this section, the term "cause" is defined as a determination by the city commission that a sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the design review board. The decision by the city commission to remove a member of the design review board shall be final and binding upon such member of the design review board and no appeal shall arise therefrom.
 - (2) As used in this section, the term "public hearing" is designed as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the design review board. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to the city commission with respect to the potential removal of a member of the design review board. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The affected member of the design review board or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes. The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This section shall not be construed as creating a right to a due process or evidentiary hearing.
- (b) This section shall not be construed as creating or bestowing upon a member of the design review board any employment status, property interest or any vested interest or right to continued membership on the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-102. Compensation.

The members of the design review board shall serve as such without compensation.

(Ord. No. 1882, 7-24-06)

Sec. 82-103. Organization and meetings.

- (a) The design review board shall, from its appointed members, elect a chairman and vice-chairman whose terms of office shall be fixed by the design review board. The chairman shall preside over the design review board and shall have the right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or their authorized representative shall act as secretary of the design review board and shall keep a record of all of its proceedings.
- (b) At least four members of the design review board shall constitute a quorum for the transaction of its business.
- (c) The design review board shall:
 - (1) Adopt rules for the transaction of its business, which provide for the time and place of holding regular meetings.

-
- (2) Provide for the calling of special meetings by the chairman or by at least two members of the design review board.
 - (3) Keep a full and complete record of its resolutions, transactions, findings and determinations, which record shall be available to the city commission and to the public upon request.
 - (d) All meetings of the design review board shall be open to the public, and any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the design review board makes its decision.
 - (e) The concurring affirmative vote of four members of the design review board shall be required for approval of plans before it for review or for the adoption of any resolution, motion or other action by the design review board.

(Ord. No. 1882, 7-24-06)

Sec. 82-104. Assistance.

The design review board may call upon the city manager for such services and data from the various departments as it may require. The design review board may recommend to the city commission the securing of such professional and consulting services as it may require; however, no expenditures of funds shall be made or contracts entered into for providing such professional or consulting services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1882, 7-24-06)

Sec. 82-105. Duties.

- (a) It shall be the function and duty of the design review board to advise the city commission in regard to the proper development of the city. The design review board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The design review board is authorized to advise and cooperate with the city commission, city planning board, historic district commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.
- (b) The design review board is also authorized to recommend for the guidance of the city commission amendments to this Code relating to the control and development of lands within historic districts. The design review board may, from time to time, amend, extend or add to such recommendations; and the same shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs.
- (c) The design review board may hold such public meetings and/or hearings from time to time as it may deem advisable or necessary in connection with the proper performance of its functions under this article.
- (d) Not later than April 1 of each year, the design review board shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and of the design review board shall be held at least annually, at a time designated by the mayor. It shall be the duty of the mayor to call such meeting in accordance with the provisions of this section.

(Ord. No. 1882, 7-24-06)

Sec. 82-106. Review and recommendations.

- (a) The design review board shall have the responsibility for sign and design review for non-historic properties as outlined in chapter 126. It shall be the function of the design review board to pass upon all matters referred to it by the city commission and to give to the city commission the benefit of its judgment with relation to such matters so referred. Matters so referred may include but not necessarily be restricted to:
 - (1) Requests for change of zoning;
 - (2) Requests for issuing building permits;
 - (3) Requests for sign and design review text amendments;
 - (4) Requests for special land use permits; and
 - (5) Any other matters which bear relation to the physical development or growth of the municipality.
- (b) When any recommendation has been made by the design review board, the same shall be referred to the city commission or other appropriate city boards.

(Ord. No. 1882, 7-24-06)



NOTICE OF INTENTION TO APPOINT TO THE HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday September 15, 2025, the Birmingham City Commission intends to appoint the following positions to the Historic District Commission:

- Two regular members to serve three-year terms to expire September 25, 2028
- Two alternate members to serve three-year terms to expire September 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, September 10, 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.

Commission Duties

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Historic District Commission is also authorized to recommend for the guidance of the City Commission amendments to the City code relating to the control and development of lands within historic districts.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. • Must be a resident
Steven Lemberg	9.5-year resident who is a member of the Michigan Historic Preservation Network and current board member who has been serving since 2020.
Mary Jaye	33-year resident who is a cofounder of the Metropolitan Detroit Preservation League and current board member who has served on the board for the past 2 years.
Natalia Dukas	18-year resident who works as a finance controller for Ford Motor Company and current board member who has been serving since 2013.

SUGGESTED ACTION:

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

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

To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

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



To appoint _____, as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#81]

1 message

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

Mon, Sep 8, 2025 at 12:35 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Historic District Commission
Specific Category/Vacancy on Board (see below)	Regular Member and Alternate Member
Name	Steven Lemberg
Residential Address	 648 S Bates St Birmingham, MI 48009 United States
Business Address	 648 S Bates St Birmingham, MI 48009 United States
Phone Number *	(248) 971-9494
Email	slemberg@comcast.net
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	9 1/2 years
Occupation	Attorney, CPA, Executive

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

I have been an alternate member of the Historic District Commission since 2020. I am applying to continue to serve. If one of the regular members who is up for renewal is not applying, I would like to become a regular member. Otherwise, I am applying to continue as an alternate member.

The most obvious relevant background and skills is my five years of work on the Historic District Commission.

Beyond that, I have broad experience with both for-profit and non-profit organizations. I also have considerable business experience that will allow me to effectively contribute. My background in law will be very helpful in interpreting rules and regulations.

List your related employment experience	My work as a CPA as a partner at PwC involved considerable work with historic tax credit deals. Additionally, my work for private clients as a lawyer, CPA, and family office advisor will be valuable.
List your related community activities	I am a member of the Michigan Historic Preservation Network. I have lived in the Bates Street Historic District for 9 1/2 years and I

voluntarily spoke at the Historic Commission meetings as a private citizen before joining the Historic District Commission because of my interest in maintaining the integrity of Birmingham's historic properties.

List your related educational experience

University of Michigan Law School

University of Michigan Ross School of Business

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#82]

1 message

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

Mon, Sep 8, 2025 at 1:13 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Historic Districts
Specific Category/Vacancy on Board (see below)	Commissioner - Regular Member
Name	Mary Jaye
Residential Address	 288 Ravine Birmingham, MI 48009 United States
Phone Number *	(248) 760-9638
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.	mejaye@gmail.com
Length of Residence	33 years
Occupation	Retired Automotive Executive
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I have been serving on the Historic Districts Board as an Alternate for the past 2 years. I have attended and participated fully in almost all meetings since appointed an Alternate and in many cases more regularly than Regular Members. I believe I have contributed a unique and often thought-provoking perspective and am fully committed to preserving Birmingham's historic significance. I wish to move my status from Alternate to Regular Member.
List your related employment experience	NA
List your related community activities	- Co-Founder of Metropolitan Detroit Preservation League. (1992-2005) - Investor and restorer of historic homes (2).
List your related educational experience	Multiple courses provided by National Alliance of Preservation Commissions
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
--	-----



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#83]

1 message

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

Mon, Sep 8, 2025 at 9:37 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Historic District Commission
Specific Category/Vacancy on Board (see below)	Regular HDC member
Name	Natalia Dukas
Residential Address	 1352 Suffield Ave. Birmingham, MI 48009 United States
Phone Number *	(248) 535-9950
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.	nataliadukas@yahoo.com
Length of Residence	18 years
Occupation	Controller/Finance
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	My 12 years of service on HDC/DRB give me experience and understanding of the Board's work and mission. I would like to continue to serve as I am committed to the city's growth and protecting it's historical resources.
List your related employment experience	Finance, Ford Motor Co. Finance, Trademark Construction Services
List your related community activities	Regular member Historic Distric Commission/Design Review Board 2013 - Present; Board of Review 2012-13; Pierce Elementary PTA; Birmingham Election Inspector
List your related educational experience	B.A. Economics University of California Berkeley; Historic District Commissioner Training; Michigan Historic Preservation Network training; Nat'l Alliance of Preservation Commissions training
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



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Collins 958 Pleasant	Timothy	<i>tpcollins@comcast.net</i>	9/23/2024 historical preservation organization member	9/25/2027
Debbrecht 564 Frank St	Gigi	(248) 882-9906 <i>gigidebrecht@yahoo.com</i>	12/3/2018 realtor	9/25/2027
Deyer 1283 Buckingham	Keith	(248) 642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2026
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2025
Jaye 288 Ravine	Mary	(248)760-9638 <i>mejaye@gmail.com</i>	1/9/2023 Alternate	9/25/2025

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Kolo 851 Ann St	Dustin	(248) 935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2026
Lang 1023 Floyd St.	Patricia	(248) 540-0991	12/3/2018	9/25/2027
Lemberg 648 S. Bates	Steven	(248) 971-9494 <i>slemberg@comcast.net</i>	12/8/2020 Alternate	9/25/2025
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 architect	9/25/2025

Historic District Commission ATTENDANCE RECORD

Name of Board: Historic District Commission
Members Required for Quorum: 4

Year: 2025

MEMBER NAME	1/15	2/5	2/19	3/19	4/2	4/16	5/7	5/21	6/4	6/18	7/2	7/16	8/6	8/20	9/3	9/17	11/5	11/19	12/3	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
GIGI DEBBRECHT	CM	CM	P	CM	P	CM	P	A	CM	P	CM	P	CM	P	CM							6	1	86%
KEITH DEYER	CM	CM	P	CM	A	CM	A	P	CM	A	CM	P	CM	A	CM							3	4	43%
NATALIA DUKAS	CM	CM	A	CM	A	CM	P	P	CM	P	CM	P	CM	P	CM							5	2	71%
TIMOTHY COLLINS	CM	CM	P	CM	P	CM	P	P	CM	A	CM	P	CM	A	CM							5	2	71%
MICHAEL WILLOUGHBY	CM	CM	P	CM	P	CM	A	P	CM	A	CM	A	CM	A	CM							3	4	43%
DUSTIN KOLO	CM	CM	A	CM	P	CM	A	P	CM	P	CM	A	CM	P	CM							4	3	57%
PATRICIA LANG	CM	CM	A	CM	A	CM	P	P	CM	A	CM	A	CM	A	CM							2	5	29%
ALTERNATES																								
STEVEN LEMBERG	CM	CM	P	CM	P	CM	P	A	CM	P	CM	P	CM	P	CM							6	1	86%
MARY JAYE	CM	CM	P	CM	P	CM	A	P	CM	A	CM	A	CM	P	CM							4	3	57%
Present or Available	0	0	6	0	6	0	5	7	0	4	0	5	0	5	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: **HISTORIC DISTRICT COMMISSION** Year: **2024**

Members Required for Quorum: **4**

MEMBER NAME	1/3	1/17	2/7	2/21	3/6	3/20	4/3	4/17	5/1	5/15	6/5	7/3	8/7	8/21	9/4	9/18	11/6	12/4	12/18	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																						
John Henke	CM	P	A	A	A	CM	CM	CP	A	CM	P	CM	CM	CM	CM	CM	NA	NA	NA	2	4	33%
Keith Deyer	CM	A	A	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	P	CM	4	5	44%
Gigi Debbrecht	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	P	CM	7	2	78%
Natalia Dukas	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	A	CM	6	3	67%
Dustin Kolo	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	P	CM	6	3	67%
Patricia Lang	CM	P	P	P	P	CM	CM	CP	P	CM	A	CM	CM	CM	CM	CM	A	A	CM	5	3	63%
Michael Willoughby	CM	P	P	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	A	CM	5	4	56%
Timothy Collins	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	CM	2	0	100%
ALTERNATES																						
Steven Lemberg	CM	P	A	A	P	CM	CM	CP	A	CM	A	CM	CM	CM	CM	CM	P	P	CM	4	4	50%
Mary Jaye	CM	P	P	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	A	CM	6	3	67%
																				0	0	#DIV/0!
TOTAL	0	5	6	7	5	0	0	0	7	0	7	0	0	0	0	0	5	5	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 COMMISSION** Year: **2023**

Members Required for Quorum: **4**

MEMBER NAME	1/4	1/18	2/1	2/15	3/1	3/15	4/19	5/3	5/17	6/7	7/5	7/19	8/2	8/16	9/6	9/20	10/4	10/18	11/1	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																									
John Henke	P	P	CM	P	A	A	P	CM	A	P	CM	P	P	P	P	P	CM	P	P	CM	A	CM	12	4	75%
Keith Deyer	P	P	CM	P	P	P	A	CM	P	P	CM	A	A	A	A	A	CM	P	P	CM	P	CM	10	6	63%
Gigi Debbrecht	P	P	CM	P	A	P	P	CM	P	P	CM	P	P	P	A	P	CM	P	P	CM	P	CM	14	2	88%
Natalia Dukas	P	P	CM	A	P	P	P	CM	P	A	CM	A	A	P	P	P	CM	P	P	CM	A	CM	11	5	69%
Dustin Kolo	P	P	CM	P	A	A	P	CM	P	P	CM	A	P	P	P	A	CM	P	P	CM	P	CM	12	4	75%
Patricia Lang	A	P	CM	P	P	P	P	CM	A	P	CM	A	P	A	A	A	CM	P	P	CM	A	CM	9	7	56%
Michael Willoughby	P	P	CM	P	A	P	P	CM	P	A	CM	P	A	P	P	A	CM	P	P	CM	P	CM	12	4	75%
ALTERNATES																									
Steven Lemberg	A	P	CM	A	P	A	A	CM	P	A	CM	P	P	P	P	P	CM	A	P	CM	A	CM	9	7	56%
Mary Jaye	NA	A	CM	P	P	P	P	CM	A	P	CM	P	P	P	P	A	CM	P	A	CM	P	CM	11	4	73%
Ian Weinberg (Stdnt)	NA	NA	NA	NA	NA	P	P	CM	P	P	CM	P	P	P	A	A	CM	A	P	CM	A	CM	8	4	67%
TOTAL	6	8	0	7	5	6	7	0	6	6	0	5	6	7	6	4	0	8	8	0	5	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. 127-6. Historic district commission.

- (a) The city commission may establish a commission to be called the historic district commission. Each member of the commission shall reside within the city limits. The commission shall consist of seven members. Members shall be appointed by the city commission. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. 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 commission, interim appointments shall be made by the city commission within 60 calendar days to complete the unexpired term of such position. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the state.
- (b) The city commission may appoint two alternate members to serve as needed on the historic district commission during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the historic district commission in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the historic district commission.
- (c) The commission shall, from its appointed members, elect a chairman and vice-chairman. Each officer will serve a one-year term and may be re-elected. The chairman shall preside over the commission and shall have a right to vote. The vice-chairman shall, in the case of absence or disability of the chairman, perform the duties of the chairman. The city planner or an authorized representative shall act as secretary of the commission and shall keep a record of all its proceedings.
- (d) The commission may call upon the city manager for such services and data from the various departments as it may require. The commission may recommend to the city commission the securing of such professional and consulting services as it may require; however, no expenditures of funds shall be made, or contracts entered into for providing such professional or consulting services, unless the same shall first be approved and authorized by the city commission.
- (e) The city commission may prescribe powers and duties of the commission, in addition to those prescribed in this chapter, that foster historic preservation activities, projects, and programs in the local unit.
- (f) Members of the commission may, after a public hearing, be removed for cause.
 - (1) As used in this section, the term "cause" is defined as a determination by the city commission that sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the commission. The decision by the city commission to remove a member shall be final and binding upon such member of the commission and no appeal shall arise therefrom.
 - (2) As used in this section, the term "public hearing" is defined as an open meeting at which the determination is made by the city commission, in its sole discretion, that cause exists for the removal of a member of the commission. For purposes of an orderly presentation, the city attorney shall serve as chairperson of the public hearing, and the city manager, or his/her designee, may present information to the city commission with respect to the potential removal of a member of the commission. The city manager or his/her designee will be afforded the opportunity to address the city commission with respect to such information for a period of not to exceed 30 minutes. The affected member of the commission or his/her designated representative will be afforded the opportunity to address the city commission with respect to such information for a period not to exceed 30 minutes.

The presentation of information by the city manager or his/her designee and the presentation of information by the affected member or his/her designated representative may, in accordance with applicable law, be conducted in a closed session. This section shall not be construed as creating a right to a due process or evidentiary hearing.

- (3) This section shall not be construed as creating or bestowing upon a member of the commission any employment status, property interest or any vested interest or right to continued membership on the commission.
- (g) It shall be the function and duty of the commission to advise the city commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The commission is also authorized to recommend for the guidance of the city commission amendments to the City Code relating to the control and development of lands within historic districts.

(Ord. No. 1880, 7-24-06; Ord. No. 1976, 10-13-08; Ord. No. 2201, 10-10-16)

Sec. 127-7. Historic district commission meetings, recordkeeping and rules of procedure.

- (a) The historic district commission shall meet at least quarterly or more frequently at the call of the commission. Not later than April 1 of each year, the commission shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and the commission shall be held at least annually at a time designated by the mayor.
- (b) The business that the commission 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 permit application to be reviewed or considered by the commission.
- (c) At least four members of the commission shall constitute a quorum for the transaction of its business. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this chapter.
- (d) The commission shall keep a record of its resolutions, proceedings, and actions. A document prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.

(Ord. No. 1880, 7-24-06)



MEMORANDUM

Human Resources Department

DATE: September 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Christina Cilluffo, HR Manager

SUBJECT: Introduction of Tyresse Ferguson, HR Generalist

Tyresse "Ty" Ferguson has been working in HR for 10 years. She got her start in 2015 as an HR intern for the City of Birmingham while working on her master's degree. Her internship here at Birmingham inspired her to switch from a career in retail management to human resources.

After completing her internship and obtaining her MBA from Wayne State University with a concentration in HR, Ty has worked in both the private and public sectors. Following her HR internship she spent a year and a half at Ciber Inc., an IT staffing firm, before returning back to public service. Since then, she's worked in the HR departments for the City of Novi, the City of Southfield, and the non-profit organization ACCESS.

Ty is honored to return to Birmingham, where her HR career first started. She brings valuable knowledge and experience from working with a variety of HR organizations and is dedicated to upholding the highest ethical standards of the profession. Ty cares deeply about people and is committed to delivering efficient, effective support to the City of Birmingham team. As HR Generalist, Ty will focus on hiring, onboarding, benefits administration, and supporting the Birmingham teams with all benefit-related needs and services.

In her free time, Ty enjoys reading, volunteering at church, and spending time with family and friends.

City of Birmingham

Warrant List Dated 09/10/2025

Meeting of 09/15/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
305376	*	005430	21ST CENTURY MEDIA- MICHIGAN	675.50
305377	*	000855	48TH DISTRICT COURT	290.00
305378		005705	4IMPRINT, INC	570.42
305379	*	008106	ACUSHNET COMPANY	1,162.37
305380	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
305381	*	007033	APPLIED INNOVATION	14,754.82
305384		002231	BILLINGS LAWN EQUIPMENT INC.	19.44
305387		003907	CADILLAC ASPHALT, LLC	784.76
305389	*	000444	CDW GOVERNMENT INC	914.39
305390	*	006115	CORRIGAN MOVING SYSTEMS	307.00
305393	*	000179	DTE ENERGY	200.63
305394	*	000179	DTE ENERGY	1,750.46
305395	*	000179	DTE ENERGY	209.81
305396	*	000179	DTE ENERGY	2,145.51
305397	*	000179	DTE ENERGY	95.28
305398	*	000179	DTE ENERGY	21.26
305399	*	000179	DTE ENERGY	775.03
305400	*	000179	DTE ENERGY	875.02
305401	*	000179	DTE ENERGY	104.78
305402	*	000179	DTE ENERGY	220.98
305403	*	000274	E-Z-GO DIVISION OF TEXTRON INC	39.96
305404	*	008970	ENCODEPLUS, LLC	66.00
305406	*	001223	FAST SIGNS	610.10
305407		010073	FRESCO COMMERICAL CLEANING	720.00
305408	*	004604	GORDON FOOD	1,118.73
305409		001531	GUNNERS METER & PARTS INC	1,452.00
305411		007342	H2A ARCHITECTS, INC.	929.50
305412		009782	HERSCH'S INC.	904.18
305413	*	001956	HOME DEPOT CREDIT SERVICES	2,889.91
305414	*	009563	HOWIES HOCKEY INC	394.11
305416	*	009551	INTERMEDIA. NET INC	773.03
305417		000342	INTERSTATE BATTERIES OF SE MICH	139.07
305418	*	009946	JORDAN ZUPPKE LAW	625.00
305419	*	000362	KROGER COMPANY	5.49
305421		009375	LITHIA MOTORS, INC SUPPORT SERVICES	1,781.90
305422		009766	LUNGHAMER FORD OF OWOSSO, LLC	52,977.00
305424	*	BDREFUND	MCKAYE, JEFFREY C	500.00
305425	*	000888	MCKENNA ASSOCIATES INC	57,142.45
305426		000972	MCKESSON MEDICAL-SURGICAL	1,559.11
305427	*	008174	MED SOURCE SERVICES INC	1,624.00
305429	*	MISC	MICHIGAN EMERGENCY MANAGEMENT ASSOC	400.00
305430	*	006461	MID AMERICA RINK SERVICES	2,413.99

City of Birmingham

Warrant List Dated 09/10/2025

Meeting of 09/15/2025

Check Number	Early Release	Vendor #	Vendor	Amount
305431		000230	MIKE SAVOIE CHEVROLET INC	590.18
305432		001950	MILLER CANFIELD PADDOCK AND STONE P	735.00
305434	*	001452	MONTGOMERY & SONS INC	1,068.84
305436	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	282.00
305437	*	009827	PARKER TECHNOLOGY, LLC	4,709.30
305438	*	000897	PRINTING SYSTEMS INC	237.80
305439		009951	PRINTMASTERS	1,135.00
305440		007252	RAY WIEGAND'S NURSERY INC.	733.04
305441	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,021.78
305442	*	009222	SAVERS WHOLESALE PRINTING	3,030.34
305443		005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	400.00
305443	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	400.00
305444	*	009964	STAGE2 DATA INC.	1,491.84
305445	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,275.76
305446	*	007587	TRI-COUNTY AQUATICS, INC.	3,600.00
305449		000808	UNIVERSAL CONTAINER CORP	365.93
305450	*	008941	UPTOWN MARKET OF BIRMINGHAM	218.97
305452	*	007226	VALLEY CITY LINEN, INC	84.52
305453	*	000158	VERIZON WIRELESS	1,026.22
305454	*	000158	VERIZON WIRELESS	76.02
305456	*	000158	VERIZON WIRELESS	295.38
305457	*	000158	VERIZON WIRELESS	49.23
305458	*	000158	VERIZON WIRELESS	152.15
305459	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	20,100.00
SUBTOTAL PAPER CHECK				\$198,601.38
<u>ACH TRANSACTION</u>				
14097	*	000282	APOLLO FIRE APPARATUS SALES AND SER	4,300.32
14099	*	007345	BEVERLY HILLS ACE	50.54
14100	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	496.00
14101	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	142.95
14102	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	13,736,276.43
14103	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
14104		009183	BOB ADAMS TOWING	255.00
14106		000605	CINTAS CORPORATION	199.44
14107	*	000605	CINTAS CORPORATION	207.31
14108	*	010092	CITY OF BIRMINGHAM #267	72,047.89
14109	*	008044	CLUB PROPHET	869.00
14110		002668	CONTRACTORS CLOTHING CO	326.22
14111		001367	CONTRACTORS CONNECTION INC	440.00
14113	*	006077	DI PONIO CONTRACTING INC	767,312.93
14114	*	000565	DORNBOS SIGN & SAFETY INC	116.66
14115		000196	EJ USA, INC.	177.70
14117	*	009916	FASTFIELD INC.	83.95

City of Birmingham
Warrant List Dated 09/10/2025

Meeting of 09/15/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14118	*	009387	FRAIBERG & PERNIE PLLC	6,338.54
14119	*	001023	GABRIEL, ROEDER, SMITH & CO.	24,500.00
14120	*	009833	GEN OIL COMPANY	2,193.78
14121	*	001672	HAYES PRECISION INC	90.00
14122		000331	HUBBELL ROTH & CLARK INC	21,175.00
14123		000948	HYDROCORP	11,393.00
14124	*	009482	JAMIL KIM	1,280.00
14126	*	009559	JENETTE MAITZ	702.25
14127	*	003458	JOE'S AUTO PARTS, INC.	878.89
14128	*	004085	KONE INC	172.31
14129		009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
14130	*	005550	LEE & ASSOCIATES CO., INC.	5,344.80
14131		009663	MACQUEEN EQUIPMENT, LLC	325.45
14133	*	009844	MYA BROWN	165.48
14134		007755	NETWORK SERVICES COMPANY	1,709.50
14135	*	009706	NORTHSTAR MAT SERVICE	444.82
14136	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	25,492,781.20
14137	*	002767	OSCAR W. LARSON CO.	1,797.50
14138	*	001753	PEPSI COLA	512.17
14139	*	009794	PRINTING SYSTEMS INC.	525.39
14140	*	001181	ROSE PEST SOLUTIONS	139.00
14141		000254	SOCRRA	91,020.00
14142		001097	SOCWA	4,116.20
14142	*	001097	SOCWA	289,770.45
14143		005806	ULINE	1,073.86
14144	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	2,539.41
SUBTOTAL ACH TRANSACTION				\$40,563,409.84
GRAND TOTAL				\$40,762,011.22

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

Human Resources Department

DATE: September 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Christina Cilluffo, HR Manager

SUBJECT: 2025 Certification of Compliance with State of Michigan Public Act 152 of 2011

INTRODUCTION:

Since 2012, Michigan public employers have annually certified compliance with Public Act 152, the Publicly-funded Health Insurance Contribution Act, in order to maintain eligibility for State funding. Previously, this was a requirement for statutory revenue sharing disbursements tied to the Economic Vitality Incentive Program (EVIP) which has been discontinued. Now, the Michigan Department of Transportation (MDOT) uses PA 152 compliance for distribution of State road funds.

BACKGROUND:

Certification of compliance is required by September 30th of each year to guarantee eligibility for road funding in the current fiscal year. A local unit of government may comply with the Act by adopting any one of the following options:

1. Adopt a limitation on flat dollar amounts of employee medical costs by establishing the hard dollar caps set forth by the Michigan Department of Treasury for single coverage, 2-person coverage, and family coverage.
2. Adopt a limitation on a percentage of the total annual medical costs by establishing a maximum employer contribution of 80%.
3. Opt-out by exempting itself from the requirements of the Act by 2/3 vote of the governing body.

Since 2012, the City has elected to exempt itself from the requirements of the Act as a compliance alternative with PA 152 as well as to stay compliant with the current healthcare provisions in the collective bargaining agreements.

LEGAL REVIEW:

The City Attorney has no objection to the suggested commission action.

FISCAL IMPACT:

No fiscal impact is anticipated at this time as the City has elected this exemption since 2012.

SUSTAINABILITY:

No sustainability impact is anticipated at this time.

PUBLIC COMMUNICATIONS:

No public hearings or legal notifications are required beyond a 2/3 majority vote of the City Commission at a public meeting.

SUMMARY:

The Human Resources Department recommends a continuation of the current strategy with the City certifying compliance with Public Act 152 by selecting the exemption alternative for the 2025 year, via MDOT Form 2068.

ATTACHMENTS:

- MDOT Form 2068 Annual Certification of Employee-related Conditions

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to claim an exemption from the Publicly Funded Health Insurance Contribution Act 2011 PA 152. Further, to direct the City Engineer and Finance Director to sign the Annual Certification for Employee-related conditions for the year 2025 and submit the required form to the Michigan Department of Transportation as required by Public Act 51.

Michigan Department
of Transportation
2068 (08/2025)

PUBLIC ACT 51, SECTION 18j, MCL 247.668j
Annual Certification of Employee-related Conditions

CERTIFICATION YEAR: 2025

CITY OR VILLAGE NAME
City of Birmingham

Beginning September 30, 2015, and annually each September 30 thereafter, certification must be made for compliance to Section 18j(1) of Public Act 51 of 1951, MCL 247.668j(1). A local road agency must certify that it has (a) developed an employee compensation plan for its employees as described OR (b) the local road agency must certify that medical benefits are offered to its employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, or, that it does not offer medical benefits to its employees or elected public officials.

☐ Compliance with (1)(a)
I certify compliance with MCL 247.668j(1)(a).
Our compensation plan for employees meets the minimum criteria of MCL 247.668j (a)(i - iv).

☒ Compliance with (1)(b)
I certify compliance with MCL 247.668J(1)(b), and as such, offer one of the following:

- ☐ I certify that medical benefits are offered to employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152; or
- ☒ I certify that the local road agency has exempted itself from the publicly funded health insurance contribution act, 2011 PA 152; or
- ☐ I certify that medical benefits are not offered to employees or elected public officials.

☐ Non-compliance with (1)(a) or (1)(b)
I certify that we are not in compliance with MCL 247.668j(1).
I understand that failure to comply with certification of (a) or (b) of MCL 247.668j(1) may result in the withholding of all or part of the distributions made to this local road agency from the Michigan Transportation Fund.

This form must be signed by the Street Administrator and the Treasurer or Financial Director.

SIGNATURE		SIGNATURE	
PRINTED NAME Melissa Coatta		PRINTED NAME Mary Chavez	
TITLE City Engineer	DATE	TITLE Finance Director	DATE

Due Each September 30

Return the completed form to:

E-mail: MDOT-Outreach@Michigan.gov OR Fax Number: (517) 335-1828



MEMORANDUM

Planning Department

DATE: September 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 176 S. Old Woodward – Kaishin Izakaya (Formerly Sushi Japan) – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change ownership of Sushi Japan, an existing food and drink establishment serving alcoholic liquors for on premise consumption in Downtown Birmingham. The subject site is located on the west side of S. Old Woodward north of Merrill St. in the Merrillwood Building.

The transfer of ownership will include limited cosmetic changes to the interior (paint, flooring, etc.), but would not modify the style of the restaurants food offerings, which will remain as Japanese cuisine. In addition, this ownership transfer will not include any changes to the exterior of the building or the greater site as a result of this transfer with the exception of a new sign reflecting the change in restaurant name. If approved, the Special Land Use Permit would be transferred from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya).

BACKGROUND:

On July 12, 2021 ([Agenda](#) – [Minutes](#)), the City Commission moved to approve the initial Special Land Use Permit (SLUP) for 176 S. Old Woodward (Sushi Japan). The SLUP has remained in good standing with the City and has not been amended since it was issued.

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 for this agenda item.

SUSTAINABILITY:

Not applicable.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local

circulation to advertise the public hearing at the City Commission meeting on October 27, 2025. In addition, postcards will be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:

The Planning Department requests that the City Commission set a public hearing date of October 27, 2025 to consider the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (Draft)
- Application Materials

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of October 27, 2025 to consider the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

**Kaishin Izakaya
176 S. Old Woodward
Special Land Use Permit Amendment 2025**

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original restaurant, Sushi Japan, located at 176 S. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in September 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward north of Merrill 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, 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 Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on October 27, 2025 and has reviewed Kaishin Izakaya's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Kaishin Izakaya's application for a Special Land Use Permit Amendment at 176 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. Kaishin Izakaya shall abide by all provisions of the Birmingham City Code;
2. Kaishin Izakaya shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
3. The Special Land Use Permit may be canceled by the City Commission

upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Kaishin Izakaya 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 Kaishin Izakaya 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 Kaishin Izakaya is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya), above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 27, 2025.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT 176 S. OLD WOODWARD – KAISHIN IZAKAYA

This Contract is entered into this ____ day of _____, 2025 by and between **GOLD COIN, INC.**, whose address is 176 S. Old Woodward Ave., Birmingham MI 48009 (hereinafter referred to as "Kaishin Izakaya"), **MERRILLWOOD INVESTMENT, LLC**, whose address is 251 E. Merrill St., Suite 212, Birmingham, MI 48009 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original restaurant, Sushi Japan, located at 176 S. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in September 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward north of Merrill 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, 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 Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on October 27, 2025 and has reviewed Kaishin Izakaya's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. Kaishin Izakaya will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with

Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Kaishin Izakaya further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Kaishin Izakaya shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Kaishin Izakaya further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Kaishin Izakaya acknowledges that no modifications to the site plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, major remodeling, changes in the number of interior or exterior seats, etc.

4. Kaishin Izakaya acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and may be granted annually.

5. Kaishin Izakaya agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Kaishin Izakaya further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Kaishin Izakaya agrees that it shall adhere to all Federal, State and local ordinances currently in effect or as subsequently amended or enacted.

8. Kaishin Izakaya agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Kaishin Izakaya from operating the establishment. Kaishin Izakaya agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Kaishin Izakaya further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

9. To the fullest extent permitted by law, Kaishin Izakaya and any entity or person for whom Kaishin Izakaya is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands,

suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, 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 behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Kaishin Izakaya's operation of an establishment at the Property. Kaishin Izakaya is not liable if the act or omission is the City's.

10. In the event Kaishin Izakaya fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. 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.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

14. The City 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:

- a. Kaishin Izakaya shall abide by all provisions of the Birmingham City Code;
- b. Kaishin Izakaya shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
- c. 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.

15. Failure to comply with any of the above conditions may result in termination of the

Special Land Use Permit after Kaishin Izakaya has been given notice and a hearing.

16. Except as herein specifically provided, Kaishin Izakaya 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 Kaishin Izakaya to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

17. Kaishin Izakaya is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Kaishin Izakaya. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

GOLD COIN, INC. (Kaishin Izakaya)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____ who acknowledged that with authority on behalf **GOLD COIN, INC.** to do so signed this Agreement.

Notary Public

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

MERRILLWOOD INVESTMENT, LLC (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **MERRILLWOOD INVESTMENT, LLC** to do so signed this Agreement.

Notary Public

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

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Nicholas J. Dupuis, Planning Director
(Approved as to substance)

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

THE DRAPER LAW FIRM

Attorneys & Counselors at Law

David R. Draper

18524 Mack Avenue
Grosse Pointe Farms, Michigan 48236
(313) 885-6800 – Phone
(313) 885-6801 – Fax

david@thedraperfirm.com

September 8, 2025

VIA E-MAIL, ONLY

Mr. Nicholas Dupuis, AICP
Planning Director
ndupuis@bhamgov.org
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

**Re: Gold Coin, Inc. / Sushi Japan, Inc.
176 S. Old Woodward, Birmingham, Michigan**

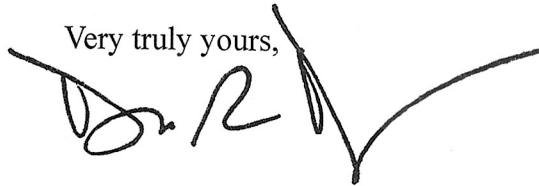
Dear Mr. Dupuis:

As you are aware, our office represents Mr. Woojin Lee and his business Gold Coin, Inc. d/b/a Kaishin Izakaya. Attached please find our Client's Special Land Use Permit Application – Bistro. Mr. Lee has made payment to the City in the amount of \$1,800, as directed. We are in the process of obtaining the signature of the Landlord, who supports this Special Land Use Permit Application. Please advise if you need any additional information from our Client.

Our Client would like to move forward and be placed on the October Special Land Use Meeting and Agenda. As we discussed, this is simply a change of ownership. The existing use is Japanese restaurant and the proposed use is also a Japanese restaurant. There are no substantive changes requested at the subject location.

Thank you for your assistance to this matter. If you have any questions or concerns, please feel free to contact my office at your convenience.

Very truly yours,



DAVID R. DRAPER



BIRMINGHAM

Special Land Use Permit Application – Bistro Planning Division

1. Applicant

Name: Gold Coin, Inc., d/b/a Kaishin Izakaya
Address: 176 S. Old Woodward Ave., Birmingham, MI 48009
Phone Number: 248 892 8888
Email: kaishinizakaya@gmail.com

3. Project Contact Person (☐ same as applicant)

Name: Woojin Lee, President of Gold Coin, Inc.
Address: 176 S. Old Woodward Ave., Birmingham, MI 48009
Phone Number: 248 892 8888
Email: kaishinizakaya@gmail.com

2. Property Owner (☐ same as applicant)

Name: Merrillwood Investment, LLC, d/b/a Merrillwood Collection
Address: 251 E. Merrill Street, Suite 212, Birmingham, MI 48009
Phone Number: 248-647-8590
Email: sgraziadei@jglawfirm.com

4. Project Designer/Developer

Name: n/a - same as applicant
Address: _____
Phone Number: _____
Email: _____

5. Required Attachments

- One (1) paper copy and of all project plans including:
 - Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - Certified Land Survey;
 - Interior floor plans;
 - Landscape Plan;
 - Photometric Plan;
 - Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information

Address: 176 S. Old Woodward Ave., Birmingham, MI 48009
Name of Development: Gold Coin, Inc., d/b/a Kaishin Izakaya
Parcel ID#: 08-19-36-201-019
Current Use: Japanese restuarant
Proposed Use: Japanese restaurant
Area of Site in Acres: .68
Current Zoning: General Business B2

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? --- → If so, which? _____	☐	☐
Will the project require a variance? ----- → If so, how many? _____	☐	☒
Has the project been reviewed by a Board? → If so, which? _____	☐	☒

7. Details of the Request for Preliminary Site Plan Review

This is simply a change of ownership. There are no changes to the use and only minor menu changes as the current use is a Japanese restaurant and the proposed use is a Japanese restaurant.

8. Buildings and Structures

Number of buildings on site: 4 on site, applicant using 1
Use of building(s): Retail Commercial x2, Parking Level and Apt

Height of building(s): average 14 ft
Number of stories: 1

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: parking lot - 6,132 sq ft (basement)
Total ground floor area: _____
Square feet per upper floor(s): _____

Commercial floor area: Applicant leasing approx. 2,300 sq. ft.
Industrial floor area: _____
Office floor area: _____
Total floor area: _____

Proposed Residential Uses:

Total number of units: _____
Number of two or less room units: _____
Number of three or more room units: _____

Residential unit floor area: _____
Residential amenity floor area: _____
Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: _____
Proposed total floor area: no addition/no changes

Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear
☐ Front ☐ Other (please specify) _____

10. Required and Proposed Setbacks

Required front setback: _____
Required rear setback: _____
Required side setback(s): _____

Proposed front setback: _____
Proposed rear setback: _____
Proposed side setback(s): _____

11. Required and Proposed Parking

Required number of parking spaces: _____
Proposed number of parking spaces: _____

Typical size of parking spaces: _____
Number of barrier free spaces: _____

12. Landscaping

Description of proposed landscaping: no changes

☐ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. Streetscape

Required sidewalk width: _____
Required benches: _____
Required street trees: _____
Require street lights: _____
Required trash receptacles: _____
Required bike racks: _____

Proposed sidewalk width: _____
Proposed benches: _____
Proposed street trees: _____
Proposed street lights: _____
Proposed trash receptacles: _____
Proposed bike racks: _____

14. Loading

Required loading spaces: _____
Required dimensions: _____

Proposed loading spaces: _____
Proposed dimensions: _____

15. Waste Receptacles

Location of waste receptacle(s): _____
behind building

Types of waste receptacles: ☒ Dumpster ☐ Recycling
☐ Compactor ☐ Cans ☐ Grease ☐ Other

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: _____

Number of units: _____
Types of units: _____

Ground Mounted Mechanical Equipment:

Description of location of units on ground: _____

Number of units: _____
Types of units: _____

Utilities and Transformers:

Description of location of units on ground: _____

Number of units: _____
Types of units: _____

17. Lighting

Location of light fixtures: _____

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area
☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns
☐ Security ☐ Pole-Mounted ☐ Wall Pack ☐ Other

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

Signature of Property Owner: _____

Date: _____

Print Name: _____ - Merrillwood Investment, LLC, d/b/a Merrillwood Collection

Signature of Applicant: Woojin Lee (N/A with consent)

Date: 09/08/2025

Print Name: Woojin Lee

Signature of Architect: N/A

Date: _____

Print Name: _____

Office Use Only			
Application #: _____	Date Received: _____	Fee: \$ _____	
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____	

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: _____

Number of units: _____
Types of units: _____

Ground Mounted Mechanical Equipment:

Description of location of units on ground: _____

Number of units: _____
Types of units: _____

Utilities and Transformers:

Description of location of units on ground: _____

Number of units: _____
Types of units: _____

17. Lighting

Location of light fixtures: _____

Types of light fixtures: ☐ Spot ☐ Flood ☐ Area
☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns
☐ Security ☐ Pole-Mounted ☐ Wall Pack ☐ Other

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

Signature of Property Owner: _____

Date: 9/9/25

Print Name: _____
- Merrillwood Investment, LLC, d/b/a Merrillwood Collection

Signature of Applicant: _____

Date: 09/08/2025

Print Name: Woojin Lee

Signature of Architect: _____

Date: _____

Print Name: _____

Office Use Only

Application #: _____	Date Received: _____	Fee: \$ _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____



MEMORANDUM

Clerk's Office

DATE: September 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Ad Hoc Senior/Recreation Center Committee Member Resignation

INTRODUCTION/BACKGROUND:

Ad Hoc Senior/Recreation Center Committee member Burt Koseck submitted his resignation from the committee effective September 5, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and committee opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Burt Koseck from the Ad Hoc Senior/Recreation Center Committee, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated September 5, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Burt Koseck from the Ad Hoc Senior/Recreation Center Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.



Mya Brown <mbrown@bhamgov.org>

Fwd: Bert Koseck - City of Birmingham Senior Center Ad Hoc Committee - Member Resignation

Jana Ecker <Jecker@bhamgov.org>

Tue, Sep 9, 2025 at 2:58 PM

To: Mark Clemence <clemencem@bhamgov.org>, Mya Brown <mbrown@bhamgov.org>

Here you go...

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

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

From: **Therese Longe** <tlonge@bhamgov.org>

Date: Fri, Sep 5, 2025 at 9:41 AM

Subject: Fwd: Bert Koseck - City of Birmingham Senior Center Ad Hoc Committee - Member Resignation

To: Jana Ecker <Jecker@bhamgov.org>

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

From: <koseckarch@gmail.com>

Date: Fri, Sep 5, 2025, 9:39 AM

Subject: Bert Koseck - City of Birmingham Senior Center Ad Hoc Committee - Member Resignation

To: <tlonge@bhamgov.org>, Clinton Baller <cballer@bhamgov.org>, <kschafer@bhamgov.org>, <ahaig@bhamgov.org>, <bhost@bhamgov.org>, Anthony Long <along@bhamgov.org>, Jason Emerine <jasone@skl-eng.com>

Dear City Commissioners,

Some of you know since you also serve on the Senior Center Ad Hoc Committee that met this past Wednesday, I have resigned as the "Architect Member" of the Senior Center Ad Hoc Committee. An overview of my reasoning is written below. Where I feel that I can be helpful in the future, I will be doing so from the "sideline" as a resident of Birmingham.

Sincerely,

Bert Koseck

Dear Members of the City Commission and Senior Center Ad Hoc Committee:

My understanding is that there were three design options presented to the City Commission last month:

- Option A: A new replacement building, approximately 47,000 SF in area, and \$37M
- Option B: A partially demolished building, with new addition, and renovation of the remaining part, approximately 47,000 SF in area, and \$29M
- Option C: Keep the existing building, Next will occupy the 17,000 SF first floor and spend \$3.5M to renovate that area, and "mothball" the remaining 24,000 SF with no future use contemplated.

The City Commission selected Option C.

I am agreement with the City Commission in that Options A and B were too expensive. I also believe with the hybrid Next+Y building it was too much of a burden for that site. It would appear too large bring parking and traffic issues. I also believe how Next and the Y would function together was compromised with potential future operational issues. **I am NOT in agreement that we should move forward with Option C!**

The tenets that WE (the City Commission and Ad Hoc Committee) committed to at the beginning of the design process are written below. These tenets were intended to be our "compass". This should be the basis on how we debate the issues and make our decisions.

VISION STATEMENT

Create a welcoming and dynamic hub where all the member of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

GOALS

1. Develop a plan for an open, welcoming, adaptable active community and senior center facility with flexibility for current and future uses.
2. Integrate the design and use of the community and senior center with St. James Park.
3. Ensure safe and accessible design of the building(s) and site for users of all ages and abilities.
4. Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact.
5. Complete design and construction of a new community and senior center facility and site on time and within the established budget.

OBJECTIVES

1. Create a facility suitable as a long-term operating space for Next, the City's long-standing provider of senior services.
2. Support Next in providing a wide range of programs and services.
3. Provide community gathering spaces (indoors and outdoors).
4. Provide a facility that provides health, fitness and recreational services and programs for the community, including a pool.
5. Design a facility that encourages social interaction and emotional enrichment for the community.
6. Design a facility that promotes multigenerational programming opportunities and lifelong learning.

With Option C, in my opinion, we have failed at meeting these tenets!

After 18 months of study, we have **spent well over \$500K in professional fees** plus staff and the city attorney time.

In addition to this, the City Commission, the Ad Hoc Committee, Next, the Y, the Parks and Recreation Board, the Planning Board, and the general public have used thousands of hours of their time (me alone well over 200 hours).

So, in my opinion, what went wrong?

We spent too much money and time:

5D

Where I have commonly been involved in this phase of a project (determining the space program, basic building design, and cost estimates), on dozens of occasions for other municipalities, the fees have been far less than \$100K.

This work not compromised, done in great detail with experienced consultants, and properly presented , driving informed decisions, and at the conclusion, letting the voters decide.

The budget was wrong:

Option A was not “over budget”the established budget was wrong from the beginning, not provided by experts in this building type and created based on real historic data and the unique conditions associated with our site.

Also note the excuse that “it’s a bad time to move forward because of tariffs”, the tariffs have had no significant impact on construction cost at this time.

The grant money:

Yes, for now, we did lose the grant money. That’s unfortunate.

Option C:

With the area being dedicated to Next, the first floor, it will not fully meet their space requirements (far less than what Midvale currently provides them).

It will still be a very inefficient interior layout with a maze of corridors. \$3.5M will not be enough money to fix this building.

The building will continue to be unattractive, much of it a “windowless bunker”.

60% will be vacant and full of envelope, mechanical, plumbing, environmental, accessibility, and code issues.

“Mothballing” space still costs money. It needs to be heated and maintained.

I am saddened that this is the best solution we got to? We are simply “kicking the can down the road” placing the burden on future City Commissions, more money (much more in the future), more hours burned.

Option D...Was never explored!

It took us 18 months to get to the conclusion that the Y will not be a part of this project, a day before we had to go to the county with bond language.

I have no issue with the Y not being a part of this project. They have no money to contribute, and I personally do not want to subsidize them.

With only Next as the “tenant”, a very simple replacement building could be constructed, meeting ALL of our tenets for the project.

I refer to this as **Option C** (as an attachment to this email, I have show what that might look like). A one-story, simply organized, configured for social interaction, energy efficient, sustainable, full of daylight and views, an inviting and attractive building....for all of the Birmingham community.

My estimate is about \$16.5M total project cost, just \$13M more than we have to date.

In conclusion, I resign as a member of the Ad Hoc Committee. I can't be a part of something that I so strongly disagree with.

And finally, as you move forward, I encourage you to not completely ignore the sizable "mothballed" parts of the building. At least have your professional consultants in the next steps, as part of their scope, identify current issues and future costs associated with "doing nothing".

Sincerely

Bert Koseck – Resident of the City of Birmingham



BIRMINGHAM ACTIVIES CENTER - CONSIDER OPTION 'D' 08.18.2025.pdf
5171K



MEMORANDUM

Clerk's Office

DATE: September 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Advisory Parking Committee Member Resignation

INTRODUCTION/BACKGROUND:

Advisory Parking Committee member Mary Petcoff submitted her resignation from the committee effective August 25, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and committee opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Mary Petcoff from the Advisory Parking Committee, thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated August 25, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Mary Petcoff from the Advisory Parking Committee, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy.



Mya Brown <mbrown@bhamgov.org>

Attendance at Upcoming APC Meeting

Aaron Ford <aford@bhamgov.org>
To: BIRMINGHAM CLERK'S OFFICE <CLERK@bhamgov.org>

Mon, Aug 25, 2025 at 11:45 AM

Hello -

Please see the communication from Ms. Petcoff.

Thank you,



Aaron Ford

Parking Systems Manager

City of Birmingham

[151 Martin Street, Birmingham, MI 48009](#)

(248) 530-1257 Office Direct

www.bhamgov.org

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

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

From: **Mary Claire Petcoff** <MCPetcoff@wwrplaw.com>

Date: Mon, Aug 25, 2025 at 11:43 AM

Subject: RE: Attendance at Upcoming APC Meeting

To: Aaron Ford <aford@bhamgov.org>

Hi Aaron,

My apologies, I honestly am so busy with work and my two children that I don't think I can continue to serve on the APC.

I've really enjoyed my time serving on the APC and hope to rejoin someday when my schedule is less hectic.

Thanks!



Mary-Claire Petcoff, Esq.

380 North Old Woodward Avenue, Suite 300

Birmingham, Michigan 48009

Main: (248) 642-0333 •Fax (248) 642-0856

mcp@wwrplaw.com

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[Quoted text hidden]



MEMORANDUM

Clerk's Office

DATE: September 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Board of Review Member Resignation

INTRODUCTION/BACKGROUND:

Board of Review Member Aditya Oberoi submitted his resignation from the board effective August 19, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and committee opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:

The City Commission is being asked to accept the resignation of Aditya Oberoi from the Board of Review, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated August 19, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Aditya Oberoi from the Board of Review, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- Fwd: FW: Birmingham July Board of Review Tuesday July 22nd 9am

1 message

Ryan Katz <rkatz@bhamgov.org>
To: Clerks Office <ClerksOffice@bhamgov.org>

Tue, Sep 9, 2025 at 3:25 PM

Fyi below regarding one of the board of review members looking to resign if they haven't reached out already.

Best regards,

Ryan Katz, CPA
Deputy Treasurer
City of Birmingham
(248) 530-1833 Phone
(248) 530-1071 Fax

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

From: **Kort, David William** <kortd@oakgov.com>
Date: Tue, Sep 9, 2025 at 1:54 PM
Subject: FW: Birmingham July Board of Review Tuesday July 22nd 9am
To: Ryan Katz <rkatz@bhamgov.org>

Hi Ryan,

Here's the email from Aditya informing me he is resigning from the Board of Review due to moving out of state.

Thanks,

David Kort, MAAO**Equalization Appraiser III Certified**

Oakland County Equalization Division
Department of Management and Budget
Oakland County, Michigan

All ways, moving forward

Phone: (248) 858-0189

Mobile: (248) 221-8668

Email: kortd@oakgov.com

Oakland Pointe Office Building

250 Elizabeth Lake Road, Suite 1000W
Pontiac, MI 48341

www.OakGov.com/Equal

From: Aditya Oberoi <aditya.oberoi@gmail.com>
Sent: Tuesday, August 19, 2025 4:03 PM
To: Kort, David William <kortd@oakgov.com>
Subject: Re: Birmingham July Board of Review Tuesday July 22nd 9am

CAUTION: This message is from a sender outside of the Oakland County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi David,

Hope you are well.

I am loving out of Michigan and therefore would like to resign from the Board of Audit position.

Let me know if I need to complete any other formalities.

Thanks

Aditya Oberoi

On Mon, Jul 21, 2025 at 2:10 PM Kort, David William <kortd@oakgov.com> wrote:

Thanks for letting me know. I hope the summer has been going well and safe travels!

David Kort, MAAO

Equalization Appraiser III Certified

Oakland County Equalization Division

Department of Management and Budget

Oakland County, Michigan

All ways, moving forward

Phone: (248) 858-0189

Mobile: (248) 221-8668

Email: kortd@oakgov.com

Oakland Pointe Office Building

[250 Elizabeth Lake Road, Suite 1000W](#)
[Pontiac, MI 48341](#)

www.OakGov.com/Equal

From: Aditya Oberoi <aditya.oberoi@gmail.com>

Sent: Monday, July 21, 2025 1:12 PM

To: Kort, David William <kortd@oakgov.com>

Subject: Re: Birmingham July Board of Review Tuesday July 22nd 9am

CAUTION: This message is from a sender outside of the Oakland County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi David,

I won't be able to attend due to a travel conflict.

Thanks

Aditya Oberoi

On Tue, Jul 1, 2025, 9:59 AM Kort, David William <kortd@oakgov.com> wrote:

Hello Birmingham Board of Review Members,

I hope you're all enjoying your summer so far.

The July Board of Review meeting is scheduled for **Tuesday, July 22nd at 9:00 AM**, and will take place at the **Library**. Please let me know if you have any scheduling conflicts.

This will be a shorter meeting, as there are no value appeals at this meeting.

Thank you,

David Kort, MAAO

Equalization Appraiser III Certified

Oakland County Equalization Division

Department of Management and Budget

Oakland County, Michigan

All ways, moving forward

Phone: (248) 858-0189

Mobile: (248) 221-8668

Email: kortd@oakgov.com

Oakland Pointe Office Building

[250 Elizabeth Lake Road, Suite 1000W](#)
[Pontiac, MI 48341](#)

www.OakGov.com/Equal

September 2025 City Manager's Report

Baldwin Public Library

The Library Board will meet on Monday, September 15, 2025 at 7:30 p.m. for its regular meeting. The Library Board will be approving the proposed 2025-2028 Strategic Plan, which was developed by the Board's Strategic Planning Committee (President Danielle Rumble, Trustee Karen Rock, community member and advisor Jim Suhay, Library Director Rebekah Craft and Associate Director Jaclyn Miller). The full plan can be previewed at baldwinlib.org/about.

New Fully Accessible Website is Now Live

After eight months of planning, writing, designing and editing, Baldwin's new website debuted on Thursday, September 4, 2025. The mobile-friendly site was designed by Weblinx and funded through a generous grant from the Birmingham Area Cable Board in the amount of \$22,435. The site was created to be in compliance with the Americans with Disabilities Act Title II Web and Mobile Application Accessibility Rule, which mandates that local government services are accessible to people with disabilities so that everyone can access websites regardless of ability, disability, or use of assistive technology by April 24, 2026. Baldwin's previous website was created in 2017 and was also paid for by a grant from the Birmingham Area Cable Board.

Library Tours

If you'd 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 lobby on Thursday, September 18, at 11 a.m.

Self-Care Night: Grades 6-8

Wednesday, September 24 from 7 to 8 p.m.

Unplug and take a break from the new school year stress with a Self-Care Night! Make a DIY Body Scrub, journal, listen to music, color and drink tea to relax.

Manhattan Short Film Festival

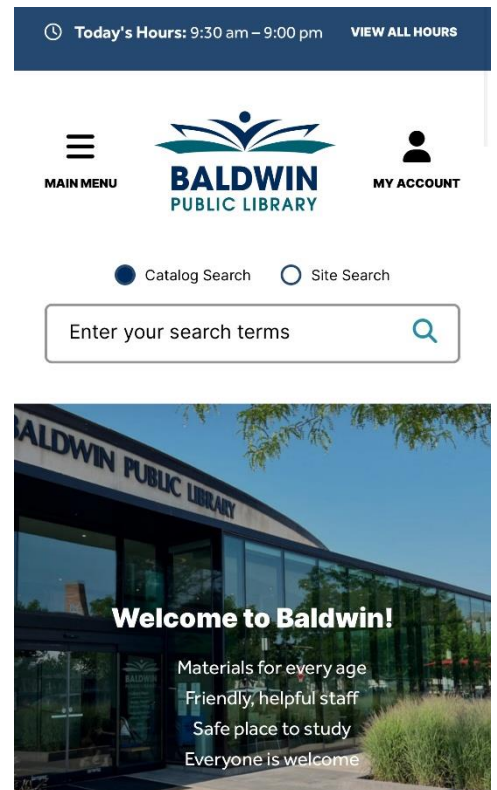
Thursdays, September 25 and October 2 at 5 p.m.

Fridays, September 26 and October 3 at 1 p.m.

Saturdays, September 27 and October 4 at 1:30 p.m.

Sundays, September 28 and October 5 at 1 p.m.

Join us September 25 to October 5, 2025, when over 100,000 film lovers in over 500 cities across six continents gather for one reason...to view and vote on the Finalists' Films in the 28th Annual MANHATTAN SHORT Film Festival. Every film selected for MANHATTAN SHORT 2025 will be automatically qualified for the Oscars of 2026. In 2024, four of our finalists were short-listed for the Oscars of 2025, with two films being nominated, including the eventual winner, "I'm Not a Robot".



300 W. Merrill St.
Birmingham, MI 48009

[Map & Directions](#)
(248) 647-1700

Architecture of Michigan's Upper Peninsula

Monday, September 29 at 7:00 p.m.

Photographer Josh Lipnik travels through small Midwest towns to find the marvelous facades, neon signs, elaborate Victorians, and architectural trends that time has left behind. In this slide show presentation, he offers his evocative pictures from the Upper Peninsula to tell the story of immigrants, industry and nature, while reflecting on his time on the road. Registration required. Hybrid event. Attend in person or virtually.

Adaptive Adventures Story Time: All Ages

Tuesday, October 7 from 6:15 to 6:45 p.m.

Join us in an adaptive story time experience for youth of all abilities, including those who have difficulty in large groups and who have sensory integration challenges. Story times use a first come, first served ticketing system. Tickets will be available 15 minutes before story time begins and will be handed out until 5 minutes after the scheduled start time. Please see baldwinlib.org/library-events/story-times/ or click "More Information" for complete details.

Smart and Strategic Use of A.I.

Tuesday, October 7 at 7:00 p.m.

Join University of Michigan Clinical Professor Kristin Fontichiaro to learn some things about Gen A.I. that will make life easier and reveal some things to think about in the future! Registration required for this virtual program.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, October 1 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

Learn more about these events and other programs coming to Baldwin at baldwinlib.org/calendar.

Birmingham Museum

Since mid-August, the Birmingham Museum has been collecting public feedback for its revised 2026-2028 strategic plan. Both an electronic and hard copy of the survey have been available to a broad range of Birmingham's residents. Respondents have contributed via Engage Birmingham, the museum's Facebook page, and at survey stations at the Birmingham Ice Arena, YMCA, Next, the Baldwin Library and the museum. The Museum Board is pleased with the level of public response and comments, and wishes to extend its thanks to the many respondents who participated. After full review, survey data will be incorporated into the final proposed strategic plan and submitted to the City Commission sometime around the end of the year.

Birmingham Shopping District

On September 5, we hosted the final outdoor Movie Night of the season. We are pleased to share that the Movie Night series continues to be extremely popular, with record participation from both attendees and sponsors.

The [Farmers Market](#) continues weekly on Sundays from 9 a.m. – 2 p.m. with over 50 vendors offering Michigan-grown plants and produce and other local vendors with artisan baked goods, prepared foods and more. On September 14, we hosted the annual Harvest Festival and a free Second Sunday Fitness class featuring Barre3. The final Farmers Market End of Season Celebration will take place on Sunday, October 26.

On Thursday, September 18 from 5-8 p.m., the BSD will host the annual Birmingham Art Walk, in collaboration with the Birmingham Bloomfield Art Center (BBAC) and the City of Birmingham Public Arts Board. This event features over 20 retailers and local artists for an evening of community connection, local art and culture on display, live music, giveaways and more. New this year, three restaurants are sponsoring the event offering a

special drink, live music and a commemorative cup giveaway provided by a local artist from the BBAC. For more information, visit the [Art Walk webpage](#).

The BirminghamBURGER event, a friendly burger competition, returns October 1-31 with much excitement from both the community and BSD restaurants. More information can be found on the [Event Calendar](#).

These events continue to increase the number and frequency of visitors to Downtown Birmingham and boost awareness for our local shops and restaurants, and build community connections.



Building Department

Board of Zoning Appeals

There were three cases on the agenda for the August 12, 2025 Board of Zoning Appeals regular meeting:

1. 1133 Latham: The property owner requested a variance on the minimum distance a generator can be located from the rear of the home. The variance was denied 7/0.
2. 1291 Washington: The property owner requested a variance from the maximum lot coverage percentage to construct a deck on the rear corner of the home. The variance was denied 7/0.
3. 640 Shirley: The property owner requested a variance on the allowable distance between an accessory structure and the neighboring home. The variance was approved 6/1.

Online Permit Applications

In the month of August, we processed 347 permits online bringing this year's total permits processed electronically to 2,655.

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

November 4, 2025 Election

To see the official candidate list, visit the [Oakland County Clerk/Register of Deeds - Elections & Voting webpage](#). Under the 2025 elections heading, there is a tab for the November election where county-wide lists are published 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 nine existing election precincts 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.

All voters should have received a new updated voter ID card confirming their new precinct and polling location assignments. Voters may keep the most current voter ID card, **and discard of old voter ID cards that have outdated information.** Additionally, a voter can look this information up at any time by using mi.gov/vote (click the "Am I registered?" question) to find 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.

Additionally, each household should have received a postcard with information regarding the new election precincts. Follow this link to view the [new precinct and voting location map](#).

Permanent Absentee Ballot Application Voters

Proposal 18-3 resulted in the implementation of no-reason absentee voting. Roughly 3,000 or more than 16% of Birmingham voters are on a list to receive an application before each election to request a ballot. Applications for voters on the permanent absentee ballot application list can expect to receive their applications by mail in mid-September. Permanent absentee ballot application voters are encouraged to return their applications ASAP to be included in the initial mailing of absentee ballots scheduled for late September. Voters may also submit a digital application for an absentee ballot by going to mi.gov/vote (see the left hand menu and select "Apply for an absentee ballot online").

Permanent Ballot Voters

Since the passage of Proposal 2022-2, clerks now maintain a Permanent Ballot List. Birmingham voters began opting into the Permanent Ballot List by checking a box on their November 7, 2023 absentee ballot application or 2024 absentee ballot application. Almost one-third of Birmingham's voting population (roughly 6,000 voters) have opted into the permanent ballot program. These voters should expect to receive a ballot at the end of this month.

Voters on the Permanent Ballot List should ensure they keep current contact information on file with the City Clerk's Office, including mailing address (especially for those that travel outside of Birmingham during times that ballots are being mailed) as well as phone and email contacts. Ballots may not be forwarded, so the Clerk's Office will contact all voters whose absentee ballots bounce back to the Clerk's Office in the mail.

Voters can opt in or out of the Permanent Ballot List at any time by sending a written request to the City Clerk's Office.

Track your ballot!

The City Clerk's Office recommends that voters track their ballot on mi.gov/vote.

1. Click the "[Am I registered?](#)" prompt
2. Type in your information
3. Check the status of your ballot and/or review all other important voting information that pertains specifically to you, such as previewing your ballot and reviewing your polling locations.

Trusted Sources and Outside Organizations

As you know, election season comes with an abundance of political communications regarding voting. Outside organizations reach out to voters with texts, emails, phone calls, door knocking, etc. Many times these outside organizations use old mailing and contact lists for their political communications and sometimes communications from outside organizations can cause confusion or doubt in the voting process. If you have questions about information you received, please check with your TRUSTED resources.

The Michigan Bureau of Elections provides an abundance of information on mi.gov/vote, where voters can update their registration information, apply for an absentee ballot, track their absentee ballot, find out information such as polling locations, sample ballots, office hours for your local clerk, drop box locations and so much more.

Additionally, voters can reach out to their local clerk to verify information. Birmingham voters should reach out to the Birmingham City Clerk’s Office by email at elections@bhamgov.org or call (248) 530-1880 with questions regarding their voter registration and information about absentee voting, early voting or voting on Election Day.

November 4, 2025 Election Dates and Deadlines

Early Voting Dates

<u>Day</u>	<u>November 4, 2025 Election</u>	<u>Time</u>
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 check out bhamgov.org/vote.

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 those 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, and 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 October 3, 2025. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.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 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 committees, which make recommendations that shape the City's future. Serving on a board or committee is a great way to get involved in your community, meet new people and make a positive impact. Visit bhamgov.org/boardopportunities to view all the available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

Website and Phone System AI Integration

The City Manager's Office is currently exploring an AI integration for the City's website and phone system. This technology will help residents quickly find answers to common questions and connect them with the appropriate department for more complex needs.

Communications

Fall 2025/Winter 2026 Birmingham Beat newsletter

The fall 2025/winter 2026 edition of the Birmingham Beat newsletter will arrive in mailboxes in late September. [Follow this link](#) for a sneak peek at the newsletter, which features articles about the City's brand new Pumpkin Patch event, plans for America's 250th anniversary of the signing of the Declaration of Independence, election news and precinct changes, upcoming holiday events and more.

October Around Town e-newsletter

The communications team is working on the October edition of the Around Town e-newsletter, which will include information about fall leaf collection, new staff members, Engage Birmingham projects, election news, Poppleton Park playground equipment and more. Follow [this link to view the September edition](#).

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.



AROUND TOWN E-NEWSLETTER • SEPTEMBER 2025



BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
8/11/25	Public/Private Partnerships	8/11/25	In progress
7/28/25	Infrastructure Master Plan	7/28/25	In progress
6/23/25	Use of public property in front of stores	6/23/25	In progress
5/5/25	Service standards	5/5/25	In progress
5/5/25	Tree related resident communication	7/14/25 5/5/25	Upcoming workshop
5/5/25	Resident survey	8/25/25 5/5/25	On September 15, 2025 City Commission agenda
1/27/25	Information Technology Advisory Board	1/27/25 3/10/25	Commission to discuss at a future date TBD
5/20/24	RFP Process	6/3/24 7/22/24	In progress

Department of Public Services

Booth Park Legacy Award

We are excited to share with you that we are being awarded a Merit Design Award by the Michigan ASLA (The Michigan Chapter of the American Society of Landscape Architects) in the Legacy Category for Booth Park, submitted by Dul Landscape Architecture. The Legacy Award is for projects which have been built and have had significant impact in a community for 15+ years.

Booth Park had previously been awarded a Merit Design Award by Michigan ASLA in the Design Category in 2009.

Scott Zielinski accepted the award on behalf of the City at the awards banquet held on September 10, 2025 in Grand Rapids at the Annual Conference of Landscape Architecture.



Engineering Department

City Construction Projects:

Arlington, Shirley, and Brandon Project:

The contractor is working on punchlist items and should have them completed by the end of September.

2024-2025 Concrete Repair Program:

The contractor has completed the work on this program and is currently addressing punchlist items.

2023-2024 and 2024-2025 Cape Seal Program:

The contractor has completed the slurry, and the City is compiling a punchlist for this project.

Oakland and Haynes Project:

The contractor is working on punchlist items and should have them completed by the end of September.

Traffic Signal Mast Arm Project:

The contractor is working on the three remaining locations: Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams.

N. Adams Resurfacing Project:

The road was reopened on August 29. City staff walked through the project and created a punchlist that will be addressed by the contractor this month.

Bird Ave. Phase 1A Project (Pierce Street to Grant Street):

The contractor completed work on Bird Avenue between Pierce Street and Edgewood Road. The road was reopened on August 30.

The contractor is prepping the road on Bird Avenue between Edgewood Road and Grant Street for concrete paving scheduled for the week of September 15.

Wimbledon Phase 1 Project (Woodward Ave to Oxford Street):

The contractor has started construction on this project, and work is occurring on Wimbledon Drive at Woodward Ave. The intersection is closed due to this work.

Quarton Lake Cleanout:

The contractor has completed the dredging operations on this project, and spoils are currently dewatering prior to being trucked off-site.

Maple Road Patching Program:

The contractor has re-started work on the remaining concrete repairs on Maple Road, including under the railroad tracks.

Willits/Bates/Chester Project:

All underground construction has been completed on this project, and the contractor is working on the roadway for the installation of bumpouts and curb modifications.

2025 Trip Hazard Elimination Program:

The contractor will be starting the program this week in 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.

2025 Concrete and Sidewalk Repair Program:

The contractor will start work at the end of this month on various sidewalk locations throughout the City, including Maple Road and Eton, Lincoln Well Park, Crestview Park, and concrete repairs on alleys near Ann Street and Lincoln Street.

Lead Service Replacement Program

In November 2024, the City mailed notices to property owners with lead water services, galvanized pipes previously connected to lead materials, or unknown water service materials per EGLE's requirements. Those who would like more information regarding these letters or who would like to sign up for lead service replacement at no cost should contact the Engineering Department at (248) 530-1840.

The City will be starting a door-knocking and mailing 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.

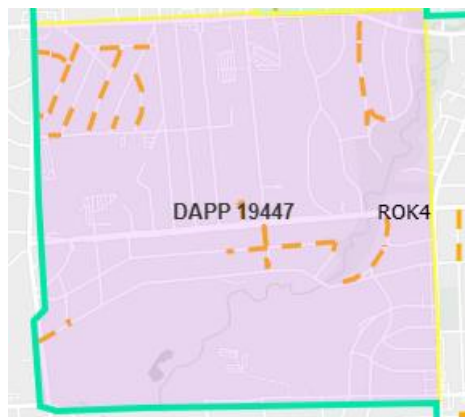
Consumers Energy Projects

Gas Pipeline Pressure-testing

Consumers Energy will be starting a gas pipeline pressure-testing project at the intersection of Coolidge Highway and West Maple Road this week. The project will consist of Consumers Energy testing the gas mains for leaks and assessing their safety and integrity. The work will require one lane of northbound Coolidge Highway and two lanes of Southbound Coolidge Highway to be closed between Maple Road and Yorkshire Road. Traffic will be maintained in this area with one lane in each direction. The project is expected to last through the end of October 2025. If you have questions about this project, contact Consumers Energy Community Affairs at (248) 433-5805.

Gas Main Replacement

Consumers Energy is starting a gas main replacement project on select roads located west of Southfield Road and south of Maple Road.



Consumers Energy has notified residents of this upcoming project. If you have any questions about this project, contact Consumers Energy:

- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 800-477-5050
- Landscaping, grass, road, and sidewalks: 844-660-3477

Alliance of Rouge Communities:

Alliance of Rouge Communities (ARC) is hosting the Stewards of the Rouge River Watershed Workshop on October 22, 2025, from 6-8 pm at Livonia DPS Offices at 12973 Farmington Road.

A flyer for a free workshop titled 'Stewards of the Rouge River Watershed'. The flyer features a house icon with a dog, a leaf, a recycling symbol, and a car. The text includes: 'FREE WORKSHOP!', 'Stewards of the Rouge River Watershed', 'Learn how you can protect water quality' with sub-points: '-In your home', '-In your yard', '-In your business', '-With your vehicles', '-In your community'. It also says 'All are welcome!', 'October 22, 2025, 6:00 p.m. - 8:00 p.m.', 'Livonia DPW Office', '12973 Farmington Rd., Livonia', 'RSVP: https://www.surveymonkey.com/t/stewardrouge', and 'www.allianceofrougecommunities.com'. At the bottom right, it says 'Presented by: Alliance of Rouge Communities' with a logo and the tagline 'OURS TO PROTECT Working together, restoring the river'.

If you have any questions about these projects or programs, please contact the Engineering Department at 248-530-1840.

Fire Department

Vehicle Extrication Training

Thanks to a wonderful vehicle donation program headed by Ford, the department was able to complete its annual vehicle extrication training with new vehicles that allow for extensive extrication drills. All three shifts were provided with a separate vehicle for the training, which provides critical skills and knowledge needed to safely and effectively rescue trapped individuals from motor vehicle accidents.



Fire Prevention Month

October is Fire Prevention Month! The designation was established in 1922 to raise fire safety awareness and help protect homes and families. The Fire Department will be visiting local schools and hosting many school groups at the fire stations to discuss fire safety.

Fire Department Open House

The annual Fire Department Open House event will be held on Saturday, October 11 at Fire Station 1 from 1-4 p.m. The family-friendly event offers attendees an opportunity to learn about fire safety, view simulations, enjoy firehouse chili and participate in interactive activities. For more information, contact the Birmingham Fire Department at (248) 530-1906.

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of September 8, 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
BSD	Mary	Skvarce	BSD Event Assistant	Seasonal
Library	Mykola	Potapenko	Substitute Librarian	PT
HR	Tyresse	Ferguson	HR Generalist	FT
Promotions				
Police	Christopher	Bukoski	Sergeant	FT (BPOA)

September 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	Mary Chavez	Finance	Director Of Finance
1	Theresa Anderson	Library	Library Assistant
1	Brandy Dziengel	Library	Library Assistant
1	Grace Hatfield	Library	Library Assistant
1	Margaret Pierce	DPS - Ice Arena	Arena Concessions
2	Edward Ricketts	Planning	Administrative Assistant
2	Patrick Brzozowski	Building	Code Enforcement Officer Coordinator
2	Charles Markus	DPS	Public Services Manager
2	Elizabeth Rais	Treasury	Clerical Support Staff
3	Kimberly Mann	Treasury	Senior Clerk
4	Haylie May	Library	Librarian
4	Beverly Banks	Library	Library Assistant
4	Diana Ancog	Library	Library Page
5	John Tiley	DPS - Ice Arena	Ice Arena Laborer
6	Anthony Peasley	Finance	Accountant
6	Joshua Taylor	DPS - Ice Arena	Ice Arena Operator
6	Lynn Szykiel	Library	Library Assistant

7	Jessica Rak	Fire	Firefighter/Paramedic
7	Jeffrey Krauskopf	DPS - Ice Arena	Ice Arena Laborer
8	Jessica Hoeck	Library	Library Assistant
8	David Dapkus	Library	Library Assistant
8	Patricia Henricks	Library	Library Assistant
8	Jeffrey Jimison	Library	Library Department Head
11	Marshall Crawford	Fire	Fire LT/ Paramedic
14	George Oltman, Jr	Police	Crossing Guard
18	Diana Sower	Library	Librarian
22	David Papandrea	Fire	Fire Lieutenant
24	Brandon Bolek-Toubeaux	Library	Assistant Department Head
30	Kathryn Burrick	Finance	Senior Accountant
40	Mark Clemence	Manager's Office	Assistant City Manager

Hiring Status

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
Police	Parking Enforcement Assistant (PT)	Part Time (AFSCME)	Accepting Applications until 9/12/2025
Clerks	Clerk Intern	Seasonal	Accepting Applications until 9/26/2025
Engineering	Engineering Inspector	Full Time (AFSCME)	Accepting Applications until 10/3/2025

DPS	Sanitation Operator	Full Time (Teamsters)	Open until filled
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled
Police	Police Officer	Full Time (BPOA)	Open Until Filled
DPS	Ice Arena Concessions/Maintenance	Part Time	Open Until Filled
Fire	Firefighter Paramedic	Full Time (BFFA)	Reviewing Applications
DPS	Parks Laborer	Part Time	Reviewing Applications
Police	Crossing Guard	Seasonal	Reviewing Applications
Parking	Parking Maintenance	Full Time	Interviewing
Parking	Administrative Assistant	Part Time	Interviewing
DPS	Golf Course and Ice Arena Operator	Full Time (Teamsters)	Onboarding
Finance	Accountant	Full Time	Onboarding

Planning Department

Planning Board (PB)

The Zoning Ordinance Update Request for Proposals (RFP) was posted on schedule on September 2, 2025. Responses to the RFP are due by September 30, 2025, at which time the City will begin to evaluate the responses, make a selection and get to work. Phases of the project are expected to be as follows:

1. Project Initiation and Background Review
2. Public Engagement and Stakeholder Involvement
3. Diagnostic Report and Recommendations
4. Drafting of Updated Zoning Ordinance
5. Zoning Map Revisions
6. Administrative and Procedural Improvements
7. Final Ordinance and Adoption Support

The project is expected to be completed by December 2027. The Planning Department and Planning Board will provide regular updates on the progress of the project to the City Manager and City Commission through regular communications, joint meetings and other methods. At the time this report was written, 30 firms had requested the RFP on MITN.

A tentative Planning Board list of scheduled and/or recently completed items is provided below:

1. 36977 Woodward – Preliminary Site Plan Review (9/10/25)
 - Request for new 3-story commercial building and associated site improvements
2. Zoning Ordinance Update – Study Session (9/10/25)
 - A project to comprehensively update the City's Zoning Ordinance to reflect the selected recommendations of the Birmingham Plan 2040.
3. Triangle District Bonus Height Provisions Phase 2 – Study Session – (9/10/25)

- A continuation of the review of available provisions to receive additional building height in the current Triangle District of Birmingham.
4. 2333 Cole Street – Final Site Plan & Design Review (10/22/25)
 - Request for major renovations and site improvements at the existing building.

Historic District Commission (HDC) & Design Review Board (DRB)

The Historic District Commission is busy with the drafting of the Historic Preservation Master Plan and is targeting a first draft completion in October 2025. The HDC intends to continue public engagement through to the end of the draft, and will be planning at least one more event before October.

A tentative list of scheduled items is provided below:

1. Historic Preservation Master Plan – Study Session (9/17/25)
 - 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.
2. 151 N. Eton – Design Review (9/17/25)
 - Request for façade renovations at the existing building.

Environmental Sustainability Committee (ESC)

The ESC held a meeting on September 15, 2025. At this meeting, the ESC continued its work on drafting code language related to leaf blowers, plans to institute a congestion fee to support the City's sustainability goals, and code language to address stormwater on single-family properties during redevelopment.

In other news, the City's Planning Director, Nick Dupuis, was appointed to another SEMCOG task force, this time relating to flooding. The Flooding Task Force will provide expertise and feedback on nature-based solutions, conservation priorities, community flooding impacts and locations, infrastructure vulnerabilities, and tools to support informed local decision-making. Members will help establish a regional collaboration framework for flooding, including outreach and education messages, while supporting emergency management and response activities at State and local levels.

Finally, in the [September edition](#) of the Around Town E-Newsletter, the Planning Department provided a Birmingham Green article regarding grass clippings and other yard debris, and the problems it causes for the stormwater system and eventually our waterways. The Birmingham Green newsletter article continues to be a great communication tool for the Planning Department to provide candid and easy to understand information relating to sustainability issues in the City, which is an important part of the Birmingham Green: Healthy Climate Plan.

Police Department

Stolen Vehicle Recovery

The Department of Homeland Security Investigations (HSI) recently completed a two-year investigation leading to the recovery of over 350 stolen vehicles. It was found that suspects would load cars into shipping containers and arrange for them to be transported to port cities, where they were ultimately shipped overseas. Some of the vehicles involved were stolen from Birmingham and other neighboring communities. The Troy Special Investigations Unit, including a Birmingham Detective assigned to the task force, directly assisted in investigations that helped solve these crimes, leading to charging eight Metro Detroit men with conspiracy to transport stolen vehicles, and transportation of a stolen vehicle.

Bites with Badges

On Wednesday, September 17 from 10-11 a.m., Chief Grewe and Birmingham Police Officers will hold an event at Bakehouse 46 called "Bites with Badges". Officers will hand out doughnuts, connect with the community, share ideas and answer questions. We look forward to building a better community together!

New Camera System Update

We are almost one year into the deployment of our new camera system. To date, 181 cameras have been installed in and around City Hall and throughout the downtown area. Compared to our previous system, our coverage area is greatly expanded to include all five parking structures and Shain Park. The project included a remote camera trailer that can be deployed nearly anywhere, and has already been at several pre-planned events. With only 10 cameras left to be installed at new locations, the project is expected to be completed by the end of the year.

Parking Systems Update

Advisory Parking Committee Review – Peabody Garage Stall Size

At the September Advisory Parking Committee (APC) meeting, the committee reviewed a proposal to increase the parking stall size in the Peabody Garage to create a more consistent layout and improve the overall parking experience. Currently, stall widths in the garage range from 7'5" to 8'2". Staff presented two options for consideration:

- 8'3" width – meets minimum industry standards but would result in a reduction of approximately 60–70 spaces.
- 8'9" width – consistent with the recent expansion at the Chester Garage but would result in a reduction of approximately 120–130 spaces.

Feedback from the committee was mixed. While members acknowledged current stall widths are too narrow and generate frequent complaints, there was significant concern about the impact of losing parking capacity. The Peabody Garage is one of the busiest and smallest facilities in the system, and reducing its capacity could further strain parking availability in the area.

The APC requested that staff return with options to minimize the loss of spaces. They also recommended evaluating whether the cross-over areas, which are not currently striped for parking, could be converted into additional stalls.

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

October – TBD

November – City Commission Organization

Other potential workshop topics: Police Department/Building Security, Unimproved Roads, City Trees



MEMORANDUM

City Manager's Office

DATE: September 11, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Ad Hoc Senior/Recreation Center Committee (SCC) - City Commission Direction

INTRODUCTION:

The City Commission adopted strategic goals in November of 2022, which included supporting an engaged and connected community by offering City services and amenities that enrich the lives of residents of all ages as a main goal. This strategic goal includes a recommendation to "create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house NEXT senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee". The need for a permanent senior center location arose after Birmingham Public Schools (BPS) notified Next that they were required to move out of Midvale school to allow BPS to expand pre-K services at that location. Next must be out of Midvale school on or before June 2027 (see Attachment 1 – BPS/Next Agreement).

Also in 2022, the YMCA made the decision to sell their building at 400 E. Lincoln to reduce their substantial debt load and improve their financial situation, and to consolidate the Royal Oak and Birmingham branches of the YMCA into a new building in Royal Oak (see Attachment 2 – YMCA email from CEO Helene Weir and the [Birmingham City Commission Meeting on 6-5-2023](#)).

Based on the goals identified in the Strategic Plan, the City purchased the current YMCA building and property at 400 E. Lincoln in July 2023 to serve as the new and permanent location for Next, a 501(c)(3) that provides senior services to residents of Birmingham and surrounding communities and includes anyone over 50 years of age. The City purchased the property for \$2 million. Next and the City entered into a contract at that time outlining the terms of the agreement between the parties. Under the terms of the contract, Next contributed \$500,000 to the purchase price of the property, and the City agreed to lease 75% of the existing building for \$1 per year to Next to establish a permanent home for the organization. The remaining 25% of the space in the building was to be used by the YMCA to provide limited programs, including summer camps for children. The YMCA agreed to cease full branch operations after three years. The existing pool was to be

closed (view the [6-5-23 City Commission meeting](#)). The City and the YMCA entered into a lease agreement to allow the YMCA to occupy the City's building at 400 E. Lincoln through June 2026, with the condition that the City could terminate the lease early with 3 months written notice at any time.

The City proposed a new senior millage to pay for the costs to update the existing building at 400 E. Lincoln to allow Next to move into the building in June of 2027. The millage went before the voters of Birmingham on November 7, 2023 with the following language:

Do you approve of the addition of a new 0.33 mill levy to collect approximately \$1,053,750 in revenue per year to be disbursed to the City of Birmingham for the purpose of making interim improvements and establishing a sinking fund for a senior center that will provide a full array of services for older citizens for a three year term, ending on July 1, 2027?

The millage passed 69% in favor and 29% opposed. This ballot language was discussed in various newspapers as well as on the City's website. All information provided to the public regarding this millage specifically discussed the building and land located at 400 E. Lincoln Street which the City purchased and closed on July 26, 2023. It was advertised that the purpose of the property purchase and the millage was to support a home for Next and the millage would be applied to the cost of making improvements to the existing building for use as a senior center.

After the senior millage was passed, the City hired NORR architects to conduct a detailed assessment of the existing building at 400 E. Lincoln and to prepare a concept plan for its use.

BACKGROUND:

Early in 2024, the YMCA of Metro Detroit came under new leadership, and the preferred site for the combined Royal Oak/Birmingham YMCA branch fell through. The YMCA leadership came forward and expressed a desire to work with the City to partner in a joint project that would include a brand new building that could house both the YMCA and Next senior services. However, the YMCA advised that they were unable to contribute funding for construction without a capital campaign to raise funds over an estimated 5 year period. As this time frame would not allow for construction to be completed in time for Next to move in by June 2027, the City and the YMCA discussed many options for alternative contributions by the YMCA and numerous size options for a new building.

The City Commission discussed in detail the use of public funds to support both 501(c)(3) organizations (Next and the YMCA). It was determined that in terms of public funds being used to support a 501(c)(3) organization, the Michigan State Constitution, statutes and case law require that public funds can only be used for a "valid public purpose." The State of Michigan has defined certain valid public purposes to include activities or services for older persons. MCL § 400.571 Services to older persons as valid public purpose. Sec. 1 states: "It is a valid public purpose to provide services to older persons."

MCL Sec. § 400.572 defines governing body, local unit of government, activities or services, older person and funds. MCL § 400.573 Appropriations; authorization; purposes. Sec. 3 states:

A local unit of government may appropriate funds to public or private nonprofit corporations or organizations for the purposes of planning, coordinating, evaluating, and providing services to older persons.

MCL § 400.576 goes on further to allow a local unit of government to submit millage propositions to the electorate to levy up to 1 mill annually for services to older persons.

Therefore, the City of Birmingham's ability to collect a millage and/or to utilize public funds in support of a public or private nonprofit organization such as Next for the purpose of planning, coordinating, evaluating and providing services to older persons is a carve out exception to the general rule and that cities cannot utilize public funds in support of other non-profit or private organizations.

To further the discussion of a community and senior center project, the City Commission established the Ad Hoc Senior/Recreation Center Committee (SCC) on March 4, 2024 for a term of 3 years. The function of the Ad Hoc Senior/Recreation Center Committee (SCC) was to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The Ad Hoc Senior/Recreation Center Committee included nine voting members:

1. Two City Commissioners
2. One NEXT representative
3. One YMCA representative
4. One architect
5. One construction contractor
6. One member of the Parks and Recreation Board
7. One member of the Planning Board
8. One engineer
9. One non-voting student member.

The SCC convened their first meeting on March 20, 2024. Since that time, the SCC has held a total of thirty-five (35) meetings. The duties of the SCC as established by the City Commission included, but were not limited to the following:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing the final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

The SCC worked with City staff to continually move the community and senior center project forward. The following was completed by the SCC:

1. Drafted a mission statement, goals, objectives and a timeline (Attachment 3)
2. Assisted City staff in creating a community survey

3. Assisted City staff in creating an RFP for an owner's representative, reviewed candidates, assisted with candidate evaluation and made a recommendation to the City Commission
4. Assisted City staff in creating an RFQ to solicit qualified architects for the design of the new building, reviewed candidates, assisted with architect evaluation and made a recommendation to the City Commission
5. Reviewed the building assessment report prepared by NORR Architects, as well as the programming study, community survey results and open house public feedback
6. Agreed with NORR that it would be preferable for the City to demolish the existing building and construct a new building, and made this recommendation to the City Commission
7. Evaluated concept plan options
8. Discussed potential funding options
9. Reviewed the draft report to the City Commission to recommend the preferred concept plan
10. Assisted City staff in creating an RFP to select an architect to complete the final design and construction documents, reviewed candidates, assisted with architect evaluation and made a recommendation to the City Commission
11. Discussed parameters and applicable regulations for site plan and design review
12. Discussed site plan and design options and recommended the preferred option for schematic design approval by the City Commission.

At the City Commission meeting on April 21, 2025, there was discussion regarding the plan for the property at 400 E. Lincoln in the event that the City Commission opted not to construct a new building to accommodate Next, the YMCA and the community at large. While the City Commission direction at this time had been to proceed with the construction of a new community facility for all on the property, the City Commission noted that if this direction were to change, the use of the existing building would be governed by the contract executed by the City and Next in 2023 (Memorandum of Understanding). Under this contract, Next would occupy a majority of the existing building (approximately 75%), the swimming pool would be eliminated, and approximately 25% of the building would be available for use by the YMCA. However, at the April 21, 2025 City Commission the YMCA advised that should the City not proceed with construction of a new community facility, the Birmingham YMCA would be unable to maintain a Birmingham operation in 25% of the existing building, and would be unwilling to continue to occupy the existing building as the sole tenant under a longer term lease. The YMCA advised that should the City decide not to proceed with construction of a new building, the YMCA would pursue other options outside of Birmingham ([YMCA letter from CEO Underwood](#) and the [City Commission meeting on 4-21-25](#)).

Ultimately, the SCC voted in April 2025 to recommend to the City Commission that a new building be constructed as described in the schematic design and cost estimates of May 5, 2025 by Neumann Smith Architects, Kramer Management Group and Clark Construction. This project required approval of a bond in the amount of \$36,100,000. However, at the City Commission's May 5, 2025 meeting, the City Commission elected to pause the project for a number of reasons and the SCC recommendation was not presented to the City Commission.

On August 11, 2025, the City Commission conducted a workshop to discuss the following options for 400 E. Lincoln:

1. Construction of the new \$36,000,000 building recommended by the SCC (would require a bond vote)

2. Renovation and expansion of the existing building for approximately \$24,000,000 as proposed by the YMCA (would require a bond vote)
3. Renovation of the existing building as outlined in the contract between the City and Next signed in 2023 (no bond vote required)

After the workshop, the City Commission discussed whether to proceed with construction of the new \$36,000,000 building and to place the bond question on the ballot for the November 2025 election. The City Commission voted 5-2 not to place bond approval language on the ballot for the November 2025 election. No other action was taken.

On September 3, 2025, the SCC met to discuss the status of the community and senior center project. In that meeting, members spoke at length about the role of the SCC, as well as the work done by the SCC to date to move the project forward in accordance with the vision, goals and objectives approved by the City Commission. Committee members expressed frustration with the decision not to place bond approval language on the ballot to fund a new building, and with discussion to keep the existing building and renovate it for use by Next. After much discussion, the SCC requested staff to seek direction from the City Commission on what, if any, further assistance they would like from the SCC. Specifically, the SCC has requested the City Commission respond to the following:

1. Are the mission statement and associated goals created by the SCC and approved by the City Commission still pertinent or would the City Commission like something different?
2. What does the City Commission see as the SCC's role, if any, moving forward?
3. Will the open vacancies on the SCC be filled?
4. Does the City Commission believe a joint SCC/City Commission workshop meeting would be appropriate to discuss the future of 400 E. Lincoln?

As with any public project, it is the desire of the City that the project aligns with the City Commission's strategic goals, planning is conducted openly and transparently with public input and the project is completed in the most fiscally responsible manner.

The issue of the building at 400 E. Lincoln has now been a matter of debate and discussion for over two years. In 2023, when the City and Next purchased the building, the path forward appeared clear that the building would be the future permanent home for Next senior services with a modest senior millage to support renovations and then hopefully operations in the long term. However, this direction was altered when the YMCA changed course after the first Royal Oak site fell through. At that time, the YMCA expressed their desire to continue to provide a fully operational branch in Birmingham, and the City, Next and the YMCA had extensive discussions on how to make a joint project work for all parties, either in the existing building after renovations or in a new building on the site.

After the NORR study was completed, both the SCC and the City Commission agreed it was preferable for the existing building to be demolished and a new building to be constructed to house Next, the YMCA and community uses for the city. After completing the schematic design for a new building to house Next, the YMCA and community uses, and preparing a detailed cost estimate for the new construction, the City Commission determined that it was not prudent to proceed with construction of new \$36,000,000 building in the current financial market, and voted not to proceed to the voters with a bond initiative.

At this time, the City is at crossroads in determining the future use and possible renovation or redevelopment of 400 E. Lincoln, and the time for Next to remain at Midvale is counting down. The contract between Next and the City that is in place allows for Next to move into the existing building at 400 E. Lincoln, and the senior millage that was approved by the voters provides funding for any needed renovations to enable Next to occupy the existing building.

Although the contract provides 25% of the existing usable space in the building to be offered to the YMCA, the YMCA has indicated that this would not be a viable option for them, except that they would like to continue offering the summer day camp for children. Thus, Next could move into approximately 15,000 square feet of the first floor of the building after the required renovations are completed using the senior millage funds. Next would thus have a home as agreed, but this could be a temporary home should the City Commission decide to proceed with construction of a new building in the future.

It is important to note that the senior millage funds are restricted for use on building improvements at 400 E. Lincoln only, for the provision of senior services. The senior millage funds cannot be used to fund improvements strictly for the use of the YMCA at 400 E. Lincoln or any other site, and cannot be used to move Next to another location and put towards rent on another property.

It is also important to note that while some have suggested the City could simply sell the 400 E. Lincoln building back to the YMCA, this would require a vote of the people to pass approving the sale of the property, and the property would then be offered for sale through an open and competitive bidding process.

LEGAL REVIEW:

The City Attorney has been a party to all discussions as it relates to this project and all legal documents will continue to be channeled through the City Attorney.

FISCAL IMPACT:

The fiscal impact of this project is directly related to the choice of the City Commission and the public. If Next occupies some or all of the existing building as agreed to in the MOU, funds have already been approved by the voters to finance the necessary modifications to the existing building (2023 Senior Millage). However, as with any construction project, there may be unforeseen costs and expenses.

SUSTAINABILITY:

Sustainable elements and systems will be considered as budget allows during any renovations to the existing building.

PUBLIC COMMUNICATIONS:

There has been considerable public communication on this project from the inception of the idea of purchasing the YMCA Building in 2023 until now. The project has received media attention, attention from Next members, YMCA members, and the general public. The City has provided the following communications:

- Press Releases

- E-blasts
- Creation of a web page on the City's website dedicated to the project
- Promotion of the project on the homepage of the City's website
- Updates are provided in all of the monthly City Manager reports as well as the City's Around Town e-newsletters
- Updates have been provided in the summer edition of the Birmingham Beat Newsletter
- The project is promoted on the City's social media channels including Facebook and Instagram
- There have been two town hall meetings and two community surveys
- All prior City Commission meetings and Ad Hoc Committee meetings are available to be viewed on the City's website and/or Vimeo

SUMMARY:

With the decision of the City Commission on August 11, 2025 not to place bond approval language on the November 2025 ballot to fund the design and construction of a new building at 400 E. Lincoln, the City is at crossroads in determining the future use and possible renovation or redevelopment of 400 E. Lincoln, and the time for Next to remain at Midvale is counting down.

Without a funding mechanism for construction of a new building at 400 E. Lincoln, the City Commission must reconsider its vision, goals and objectives for the 400 E. Lincoln property. The contract between Next and the City that is in place allows for Next to move into the existing building at 400 E. Lincoln, and the senior millage that was approved by the voters provides funding for any needed renovations to enable Next to occupy the existing building. This could be done on a temporary or interim basis, should the City decide to proceed with construction of a new building in the future to provide community, recreational and senior services together in one space.

ATTACHMENTS:

- Attachment 1 - BPS/Next Agreement
- Attachment 2 - YMCA email from CEO Helene Weir dated June 1, 2023
- Attachment 3 - Mission statement and the goals and objectives of the SCC as approved by the City Commission

SUGGESTED ACTION:

Provide clear direction as requested by the SCC by responding to the following questions:

1. Are the mission statement and associated goals created by the SCC and approved by the City Commission still pertinent or would the City Commission like something different?
2. What does the City Commission see as the SCC's role, if any, moving forward?
3. Will the open vacancies on the SCC be filled?
4. Does the City Commission believe a joint SCC/City Commission workshop meeting would be appropriate to discuss the future of 400 E. Lincoln?

**FIRST AMENDMENT
OF
BUILDING USE AGREEMENT
BETWEEN
BIRMINGHAM PUBLIC SCHOOLS
AND
BIRMINGHAM AREA SENIORS COORDINATING COUNCIL**

The Building Use Agreement (“Agreement”) executed by and between the Birmingham Public Schools (“BPS”), a Michigan municipal corporation, and the Birmingham Area Seniors Coordinating Council, operating under the assumed name NEXT – Your Place to Stay Active & Connected (“NEXT”), a Michigan non-profit corporation (collectively, the “Parties”), effective June 08, 2023, is hereby amended pursuant to the terms of this First Amendment as follows:

RECITALS

WHEREAS, the Agreement of the Parties currently expires at the end of the day on June 30, 2026; and

WHEREAS, NEXT has requested an extension of the duration of the Agreement for twelve (12) additional months, through June 30, 2027, in order to ensure adequate time to secure its next location; and

WHEREAS, the Parties agree that additional time is necessary and appropriate relative to the underlying objectives of the Agreement; and

WHEREAS, however, BPS desires to begin renovations of the Facility during the summer break in 2027, and therefore cannot grant an extension for twelve (12) additional months; and

WHEREAS, BPS nevertheless desires to assist NEXT with its need for additional time, and accordingly is willing to extend the Agreement for eleven (11) additional months; and

WHEREAS, NEXT is agreeable to the proposed extension for eleven (11) additional months;

NOW, THEREFORE, in consideration of the continuing mutual benefits to the Parties set forth in the Agreement, the Parties agree:

A. Paragraph 2 of the Agreement shall be amended to read as follows:

2. This Agreement shall terminate at the end of the day on May 31, 2027, unless terminated earlier by mutual written agreement of the Parties. No extensions of this Agreement will be sought or permitted by either Party, due to the planned renovation of the Facility by BPS during the summer of 2027 for preschool programs.

B. This First Amendment may be executed in counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

C. All other terms and conditions of the Agreement, not specifically modified by this First Amendment or not in conflict with this First Amendment, shall remain in full force and effect unless the context clearly indicates otherwise.

D. The undersigned representatives of BPS and NEXT warrant and represent that they are duly authorized to enter into this First Amendment on behalf of the Parties.

IN WITNESS WHEREOF, the parties have signed this First Amendment by their duly authorized officers.

BIRMINGHAM PUBLIC SCHOOLS



By: Embekka Roberson

Its: Superintendent

DATE: 12/20/24

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
A/K/A NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED



By:

Its: Executive Director

DATE: 1/5/2025

Fwd: Sustaining the Birmingham Family YMCA

1 message

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

From: **YMCA of Metropolitan Detroit** <YMCAofMetropolitanDetroit@active.com>

Date: Thu, Jun 1, 2023 at 1:34 PM

Subject: Sustaining the Birmingham Family YMCA

To: <kplocharczyk@ymcadetroit.org>



Dear Kelly,

Whether you are a member, donor, volunteer, vendor, partner, staff, or parent of a program participant, we appreciate you.

Thank you for your support of the Birmingham Family YMCA. This YMCA has served the Birmingham community since 1960 and we look forward to continuing to serve the Birmingham community in new and exciting ways.

In order to achieve this, we must address managing an aging facility, coupled with extraordinary financial challenges, exacerbated by an international pandemic. Challenges are often the catalyst for new ideas and partnerships. In the spirit of partnership, on behalf of the YMCA of Metropolitan Detroit and the Birmingham Family YMCA Boards, today we are announcing that the City of Birmingham presented an offer to purchase the Birmingham Family YMCA building, which we have accepted.

On June 1st the City of Birmingham will send out its agenda for the scheduled June 5th City Commission meeting. On the agenda, the city will be seeking approval to purchase the YMCA building and assume occupancy in 2026.

The YMCA will continue to operate all our YMCA programs, business as usual, for three

years; we just will no longer own the building. This would be a win for YMCA members and the City of Birmingham, by ensuring this site remains a community center.

Staff, dues, programs, operating hours, etc. will function as normal. The transition is expected to be seamless and you will continue to enjoy all YMCA benefits as normal.

Ultimately, our aim is to build a new facility that will better serve Birmingham and the surrounding communities in the near future. We fully intend to continue to serve the Birmingham community beyond the three-year agreement.

If you have any questions about the Birmingham Family YMCA please contact Kyle Anderson, Vice-President of Operations: Kyle.Anderson@ymcadetroit.org or 313.223.2487 or Helene Weir, President and CEO: Helene.weir@ymcadetroit.org or 313.223.2496.

Sincerely,

Helene Weir, President and CEO

YMCA of Metropolitan Detroit

Helene Weir

President and CEO

YMCA OF METROPOLITAN DETROIT 1401 Broadway, Suite 3A, Detroit MI 48226 313.223.2496

helene.weir@ymcadetroit.org ymcadetroit.org

facebook.com/YMCAdetroit @YMCAdetroit



Senior / Recreation Center Project

Vision Statement:

Create a welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

Goals:

1. Develop a plan for an open, welcoming, adaptable active senior/community facility with flexibility for current and future uses.
2. Integrate the design and use of the senior/community center with St. James Park.
3. Ensure safe and accessible design of the building(s) and site for users of all ages and abilities.
4. Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact.
5. Complete design and construction of a new or renovated facility and site on time and within the established budget.

Objectives:

1. Create a permanent home for Next.
2. Support Next in providing a wide range of programs and services.
3. Provide community gathering spaces (indoors and outdoors).
4. Provide a facility that promotes the provision of health, fitness, and recreation programming for the community.
5. Design a facility that encourages social interaction and emotional enrichment for the community.
6. Design a facility that promotes multigenerational programming opportunities and lifelong learning.

Relevant City Strategic Goal:

- Offer City services and amenities that enrich the lives of residents of all ages
 - Recommended Actions: Create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house Next senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee



MEMORANDUM

City Manager's Office

DATE: September 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Cobalt Community Research

INTRODUCTION:

The Commission plans to pursue a community survey as a tool to gather input on community values, priorities, and satisfaction with City services and programs. The survey is intended to provide reliable data that will guide future policy and budget decisions and ensure that resident perspectives are considered in shaping the City's priorities and resource allocation.

BACKGROUND:

At the August 25, 2025 regular meeting, the City Commission approved a resolution to select a professional research firm to conduct a community survey. The survey will be used to gauge residents' priorities for the City and provide data to aid in budget making decisions.

Per the City's purchasing policies, staff evaluated formal quotes from three (3) vendors including Cobalt Community Research, Polco, and ETC Institute. Each of these vendors specialize in municipal surveys.

Firm	Quote	Details
Cobalt Community Research	\$21,435.00	• Custom community survey (6 pages) • In-person presentation of survey results included
ETC Institute	\$17,000	• Custom community survey (7 pages) • Additional cost for in-person presentation
Polco	\$30,000	• Custom community survey (5 pages)
	\$22,000 + \$2,000/custom question	• National Community Survey with option to add custom questions • Additional cost for in-person presentation

After interviewing Cobalt Community Research, ETC Institute, and Polco, and reviewing their respective price proposals, staff recommends contracting with Cobalt Community Research. Cobalt brings extensive experience conducting community surveys for Michigan municipalities, including nearby communities such as Troy and Royal Oak. The firm is also currently partnering with the Southeast Michigan Council of Governments (SEMCOG) on an economic development survey.

In addition to their strong track record, Cobalt demonstrated a clear understanding of the challenges Michigan municipalities face, particularly related to infrastructure funding and improvements. Their expertise and familiarity with regional issues make them well-suited to provide meaningful, actionable insights for the City.

Cobalt Community Research's proposes a five-step process for the development, distribution, and analysis of the survey:

Step 1 Kick-Off Discussions: Cobalt staff will work with a City project team that includes representatives from the City Manager's Office and Engineering and Finance Departments to confirm the assessment's objectives, scope, timeline, and deliverables.

Step 2 Questionnaire Development: Based on input from Step 1, Cobalt will prepare supplemental survey questions to be incorporated with widely used questions that can be benchmarked. Drafts will be reviewed with the City project team to ensure alignment with community priorities.

Step 3 Assessment Deployment: The survey will be administered to a statistically valid pool of residents by mail. Residents will also be able to respond to the survey online.

Step 4 Modeling and Analysis: Collected data will be analyzed to identify patterns and quantify relationships among key elements of the assessment.

Step 5 Reporting: Preliminary findings will be presented to the City project team for an initial review. Following that review, Cobalt will finalize all reporting materials and present the findings directly to the City Commission.

LEGAL REVIEW:

The City Attorney has reviewed the proposed agreement and has no concerns as to form and substance.

FISCAL IMPACT:

A budget amendment of \$21,435 will be required to hire a professional research firm to conduct a community survey.

SUSTAINABILITY:

There are no sustainability considerations for this item.

DESIGN CONSIDERATIONS:

There are no design considerations for this item.

PUBLIC COMMUNICATIONS:

A multi-faceted communication strategy will be implemented to inform the public of the survey, its goals, and how they may participate.

SUMMARY:

The City Commission has approved a resolution to pursue the selection of a professional research firm to conduct a community survey. Following interviews and requests for price quotations from three firms, staff recommends that the City enter into an agreement with Cobalt Community Research. Cobalt Community Research has extensive experience in working with Michigan municipalities to conduct statistically valid surveys on a wide range of topics including infrastructure funding and community priorities.

ATTACHMENTS:

- Agreement between the City of Birmingham and Cobalt Community Research

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a six-month agreement with Cobalt Community Research for a community survey in the amount not to exceed \$21,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

General Fund

Revenues

Draw from Fund balance	101.0-000.000-400.0000	\$21,435.00
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Expenditures

Other Contractual Services	101.0-101.000-811.0000	\$21,435.00
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AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND COBALT COMMUNITY RESEARCH.

THIS AGREEMENT is entered into this 15 day of September, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **Cobalt Community Research**, a 501c3, whose address is PO Box 416, Charlotte, MI 48813, (hereafter referred to as Cobalt) 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 conduct a community survey, and in connection therewith has requested prices quotes from three research firms for the services of designing, distributing and analyzing responses for a community survey; and

WHEREAS, **Cobalt** has qualifications that meet the project requirements and has provided a response and cost proposal to perform a community survey.

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 quotes for conducting a community survey which includes the services of designing, distributing and analyzing responses for a community survey and Cobalt's response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto except for those areas stricken. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and Attachment A, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of six (6) months from the date stated above. 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, Cobalt 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, and information prepared by Cobalt through such date.

3. FEES: The fees for this entire project, shall be a total of \$21,435.00, as are contained in Attachment "A."

4. TERMS OF PAYMENT: The Consultant 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: Cobalt shall employ personnel of good moral character and fitness in performing all services under this Agreement.

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

7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: Cobalt 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. Cobalt recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, Cobalt agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. Cobalt 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. Cobalt further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

8. INDEPENDENT CONTRACTOR: Cobalt and the City agree that Cobalt is acting as an independent contractor with respect to Cobalt's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither Cobalt 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 Cobalt 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. Cobalt 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: Cobalt 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 Cobalt is subject, Cobalt hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City

may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and Cobalt 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; Cobalt 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, Cobalt and any entity or person for whom Cobalt 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 Cobalt 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:

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

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

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

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

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

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

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

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

H. Maintaining Insurance: Upon failure of Cobalt 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: Melissa Fairbairn, Assistant City Manager

Consultant: Cobalt Community Research
P.O. Box 416
Charlotte, MI 48813
Attn: William SaintArmour

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 the 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 Cobalt 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 Cobalt, the City shall have the right to terminate this Agreement without further liability to Cobalt if the disqualification has not been removed within thirty (30) days after the City has given Cobalt 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 Consultant 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. 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 Consultant 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.

Cobalt Community Research

By: William S. Amour
Its: Executive Director

STATE OF MICHIGAN)
 Eaton ss)
COUNTY OF ~~OAKLAND~~)

On this 9th day of September, 2025 before me personally appeared William Saint Amour, who acknowledged that with authority on behalf of Cobalt Community to do so he/she signed this Agreement. Research

Saint Amour
Notary Public
Eaton County, Michigan
Acting in Eaton County, Michigan
My commission expires: 09-24-2025

CITY OF BIRMINGHAM:

By: _____

Therese Q. Longe, Mayor

Dated: _____

By: _____

Alexandria D. Bingham, City Clerk

Dated: _____

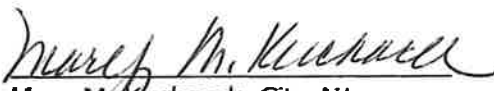
APPROVED:



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



Melissa Fairbairn, Assistant City Manger
(Approved as to substance)



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



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

City of Birmingham Agreement for Resident Research 2025 September 4, 2025

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Birmingham, MI (the Partner). Cobalt Community Research (www.cobalt360.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 2 pages (1 sheet) of custom questions which may include community experience/satisfaction, infrastructure options, awareness, budget priorities, potential future services/programs, funding options, policy support, communication preference, general demographic questions, benchmarking as applicable, etc. Executive summary in Power Point; data entry if needed, thermal-map/cross tab, verbatim comments, remote follow-up with Partner	\$8,945			
2	Additional sheet (2 pages)	\$6,490	1	Online coding, branded web landing page, and web link for completion online	Waived
	Facilitate up to 2 work groups/focus groups (partner provides location and recruits)	\$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	\$0
	One-time set up and reporting out of all work groups/focus groups	\$0	2000	Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 6-page 3 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage.	\$6,000
	Non English Version (online version in Spanish)	\$0		Visitor360 Report	\$0
Total Cost: \$21,435.00					

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Authorized Representative

William St. Amour

Cobalt Community Research, Executive Director

Date

September 4, 2025

Date

CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the agreement shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

Deleted

8. ASSUMPTIONS

The Partner shall provide community contact data unless specified otherwise in section 1.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles such as the Insights Association (formerly the Market Research Association).

10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

PROCESS

Cobalt proposes a five-step process for the development of the assessment.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with community needs.

Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

Step 4 – Modeling & Analysis:

Cobalt will analyze the data, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Initial findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results and comments will be provided to the project lead in MS Excel. After review and discussion, Cobalt will finalize the report and supporting materials. Cobalt will present findings to the governing body upon request at a time that works for all parties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2025

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

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

PRODUCER Charlotte Insurance Agency 313 Lansing St, Suite 2 Charlotte, MI 48813	CONTACT NAME: Michelle Gloor PHONE (A/C, No, Ext): 517-543-0560 E-MAIL ADDRESS: MichelleG@charlotteins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 26638
INSURED Cobalt Community William SaintAmour 218 N Cochran Ave Charlotte, MI 48813-1549		

COVERAGES**CERTIFICATE NUMBER: 00098752-0****REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		06342634	10/09/2024	10/09/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			06342634	10/09/2024	10/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			5495510800	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		A106561619	09/01/2025	09/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Profesional Liabilit			06342634	10/09/2024	10/09/2025	Per Occurance 1,000,000

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

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.

CERTIFICATE HOLDER**CANCELLATION**

City of Birmingham PO Box 3001 Birmingham, MI 48012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (MG2)
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MEMORANDUM

City Manager's Office

DATE: September 10, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Professional Owner's Representative to Explore Public/Private Partnership Opportunities

INTRODUCTION:

On June 23, 2025, the City Commission received a staff report from City Attorney Mary Kucharek to City Manager Jana Ecker. The subject of the staff report was "Complex Public/Private Partnerships." Ms. Kucharek indicated that a developer had approached the City Attorney's office expressing an interest in developing a complex public/private partnership on City property. The question posed by City Attorney Kucharek was, "What is the City's appetite and interest in embarking in complex public/private partnerships in general?"

Ms. Kucharek discussed how public/private partnerships could be advantageous to the City. Ms. Kucharek also discussed how any public/private partnership would require some type of competitive bidding process. Ms. Kucharek suggested that there be a broad general discussion with the City Manager's office and the City Commission to determine the City's position on such activities, and based upon that conversation, the next steps, if any, would be apparent. The City Commission discussed the issue at length. After discussion, the City Commission reached consensus that there was interest in considering public/private partnerships that would benefit the City financially and residents in general. However, the City Commission also had consensus that any private developer coming forward would have to acknowledge that any idea presented to and acted upon by the City would have to be made public and that there would have to be a competitive bidding process conducted if the partnership idea came to fruition.

At the August 11, 2025 City Commission meeting, Commissioner Baller brought up the topic of public/private partnerships. Commissioner Baller suggested that the Commission was receptive to the idea from a previous meeting and that the Commission should now give City staff formal direction to proceed with the process of hiring an owner's representative. After some discussion, the Commission found consensus that this was in fact the second time the topic had been discussed and as a result, a motion was made directing City staff to make the item a formal agenda item and to bring back a proposal to hire an owner's representative. The motion passed 7-0.

BACKGROUND:

The City Commission has asked City staff to come back with a proposal to hire a professional owner's representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. In an effort to continue to be a progressive, forward thinking City, the Commission believes that they would be remiss if they did not consider alternative methods of achieving City improvements (infrastructure, services, equipment) that would be both financially beneficial to the City and advantageous to residents.

Public/private partnerships have numerous advantages that the City would like to consider, including:

1. Access to Capital and Cost Savings
 - a. Utilizing private investment instead of relying solely on taxes or public debt.
 - b. Financial risks are shared with private partners.
2. Risk Sharing
 - a. Construction issues, cost overruns and operational problems can be transferred to the private sector.
 - b. Performance based contracts incentivize private partners.
3. Efficiency and Innovation
 - a. Private investment brings specialized expertise, advanced technology and streamlined management practices.
 - b. Private investment brings potential innovations in design, construction and operations and delivers projects faster than traditional government led projects.
 - c. Private investment is often responsible for operations and maintenance for extended periods of time.
4. Economic Development
 - a. Increased tax base.
 - b. City vibrancy enhanced.
5. Infrastructure Improvements
 - a. May allow City to undertake infrastructure improvements that the City might not otherwise be able to afford.
 - b. Opens opportunities to address other City needs/desires.

Public/private partnerships also have potential negative risks, including:

1. Higher Costs
 - a. Private investment takes into consideration profit margins, financing costs, risk premiums and other "costs" that may drive the total cost of a project higher than it would have been if the private sector was not included.
 - b. Long-term payments to private investment may end up being higher than traditional government.
2. Loss of Public Control
 - a. Private investment may prioritize financial gain over City needs.
 - b. Long term agreements may limit the City's ability to make changes or address operational issues.

3. Transparency and Accountability

- a. Public/private partnership agreements are often complex and negotiated behind closed doors.
- b. Complex financial agreements and high dollar projects make public/private partnerships susceptible to mismanagement, lobbying pressure or corruption if proper oversight is not established and followed.
- c. Potential for residents to feel that they have been left out of the decision making process and that public trust and oversight are jeopardized.

The City desires to hire a professional owner's representative (POR) specializing in public/private partnerships to serve as an extension of the City to explore potential public/private partnership opportunities and to conduct an analysis of any proposed project to determine the viability of that project. The POR would oversee and coordinate meeting with any private investment entities interested in a public/private partnership with the City. The POR would produce a written document analyzing the viability of any potential projects for the City Commission and would be present to answer any questions from the City Commission.

The POR would support the City in identifying, developing and advancing potential public/private partnership opportunities. The POR's role would be advisory and facilitative. Final decision making authority would remain with the City Commission. The POR would serve as the key liaison between the City of Birmingham and any private sector entity interested in a private/public partnership with the City. The RFP proposes that the POR would serve under a one-year contract with the option for two additional years with annual renewals with both City Commission approval and with the agreement of the POR. The POR would be paid a set hourly fee for every proposed private/public partnership opportunity assigned to it by the City and a set hourly fee for any private entity that they recruit and bring to the City. The POR should be available to commence performance immediately after the award of the professional owner's representative services contract. All final decisions and approvals shall rest with the City Commission.

The professional owner's representative selected as the POR would represent the interests of the City and coordinate meetings with any prospective private entity interested in a public/private partnership with the City. The role will be twofold:

1. Meet with a prospective partner at the request of the City, after the City has identified a potential partner.
2. Act as a representative of the City of Birmingham to recruit national, regional and local private entities interested in a public/private partnership with the City. The POR would be expected to identify and cultivate opportunities for public/private partnerships with the City.

LEGAL REVIEW:

City Attorney Kucharek's staff report on June 17, 2025 on the topic of public/private partnerships is included as an attachment to this report (Attachment 1). Ms. Kucharek was very clear that a competitive bidding process is required to choose both the owner's representative and any public/private partnerships agreement involving public property and public financing.

City Attorney Kucharek has reviewed the attached Request for Proposals (RFP) and associated contract and has no issue as to form or substance.

FISCAL IMPACT:

The hiring of an owner's representative to explore public/private partnerships was not identified in the 2025-2026 City budget. Finance Director Mary Chavez was briefed on this project. City staff researched how owner's representatives are compensated for their services when acting as an extension of the City in negotiations with both assigned prospective clients as well as recruited potential clients. It was determined that an hourly fee schedule would be the most appropriate form of compensation. The proposed RFP for a professional owner's representative to explore public/private partnerships is attached to this report (Attachment 2). The cost proposal found in Attachment 2 asks for an hourly fee as well as any associated administrative fees. Once these fees have been identified, a financial analysis will be part of the evaluation process and Finance Director Chavez would then be able to address the issue of a budget amendment to the 2025-2026 City budget if the City Commission moves forward to hire a POR.

SUSTAINABILITY:

The issue of sustainability would be addressed on a case by case basis as it relates to the topic of any public/private partnership. The chosen POR will be instructed to be mindful of any issues or opportunities for sustainability enhancements in any proposed partnership.

DESIGN CONSIDERATIONS:

The issue of design considerations would be addressed on a case by case basis as it relates to the topic of any public/private partnership. The chosen POR will be instructed to be mindful of design considerations in any proposed partnership.

PUBLIC COMMUNICATIONS:

The topic of public/private partnerships opportunities has been discussed twice by the City Commission in a public forum (June 23, 2025 and August 11, 2025). This staff report and associated attachments were published in the City Commission agenda for the September 15, 2025 City Commission meeting.

SUMMARY:

The City Commission requested that City staff produce a proposal to hire a professional owner's representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. The advantages and potential negative risks of public/private partnerships were articulated. The roles and responsibilities of the POR were also articulated.

The City Commission make a resolution authorizing City staff to publish the attached RFP for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network (MITN).

ATTACHMENTS:

- Attachment 1 - City Attorney Kucharek's June 17, 2025 Staff Report on the Topic of Public/Private Partnerships
- Attachment 2 - Request for Proposals - Professional Owner's Representative to Explore Public/Private Partnership Opportunities

SUGGESTED COMMISSION ACTION:

Make a motion directing the City Manager to post the Request for Proposals for a Professional

Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network.

ATTACHMENT 1



STAFF REPORT

Legal Department

DATE: June 17, 2025
TO: Jana Ecker, City Manager
FROM: Mary M. Kucharek, City Attorney
SUBJECT: Complex Public/Private Partnerships

The City Attorney's office has been approached by a developer who has expressed interest in developing a very complex public/private partnership on City property. The issue I present, without the liberty of discussing actual details, is a broad overview question. That question is, what is the City's appetite and interest in embarking in complex public/private partnerships in general?

Public/private partnerships can be advantageous to the City in that they can offer the opportunity for development on public property with financial advantages for the City.

Public/private partnerships initiatives will involve exploring the types of partnerships the City may be interested in. Based upon the types of interest, discussions can be led by the City Manager's office. Once the interest and type of developments are determined, it will be necessary to issue, at the minimum, Requests for Qualifications, and then ultimately, Request for Proposals for such development and partnerships.

While certain developers may approach the City with their own ideas, because it involves public property and public financing, the competitive bidding process is necessary. That process may discourage some developers as they would not want their ideas to be public until they felt they had an agreement with the City for development. However, after extensive research, the City Attorney's office advises that the competitive bidding process is required.

The City Attorney's office is suggesting that there be a broad general discussion with the City Manager's office and the City Commission determining the City's position on such activities, and based upon that conversation, the next steps, if any, will be apparent.

ATTACHMENT 2



**REQUEST FOR PROPOSALS
PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE
PARTNERSHIP OPPORTUNITIES**

Sealed proposals endorsed **“PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES”**, will be received at Birmingham City Hall, ATTN: Jana Ecker, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, October 31, 2025 at 10:00 am** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner’s representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. The role 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 Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan.

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

Submitted to MITN: **Wednesday, September 17, 2025**

Deadline for Submissions: **Friday, October 31, 2025 at 10:00 am**

Contact Person: City Manager Jana Ecker
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org

REQUEST FOR PROPOSALS

PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIPS

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INTRODUCTION

For purposes of this request for proposals (RFP) the City of Birmingham will hereby be referred to as "the City" and the private firm or person will hereby be referred to as "Consultant." The City is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner's representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents ("the Project") on an on-going or as-needed basis. This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a Consultant will be completed by Monday, December 1, 2025. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the Agreement attached by the date specified by the City.

BACKGROUND

Birmingham is a vibrant and active city with a population of approximately 21,500 residents. Covering only 4.73 square miles, our community is able to maintain the feel of a small town, while experiencing the benefits and amenities of an affluent urban area.

Nestled amid some of the nation's most affluent suburbs, Downtown Birmingham is a center for business, social and cultural activities. The City has a lively, pedestrian-friendly downtown offering one of the Midwest's premiere shopping districts. Comprised of nearly 300 retailers, the City offers a wonderfully diverse assortment of restaurants, clothing and gift stores, salons, spas, antique shops, and art galleries. Movie theatres and a centrally located park complete the City center. Whether you want to stroll the streets with your family and grab an ice cream, or check out the latest in designer fashions capped off with an evening of some of Metro's Detroit's finest dining, Birmingham offers it all. Our City is truly a place to "live, shop, and play."

In an effort to continue to be a progressive, forward thinking City, the City wants to be open to public/private partnerships that explore private entity interests in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. Public/private partnerships have numerous advantages that the City would like to consider, including:

1. Access to Capital and Cost Savings
 - a. Utilizing private investment instead of relying solely on taxes or public debt.
 - b. Financial risks are shared with private partners.
2. Risk Sharing
 - a. Construction issues, cost overruns and operational problems can be transferred to the private sector.
 - b. Performance based contracts incentivize private partners.
3. Efficiency and Innovation

- a. Private investment brings specialized expertise, advanced technology and streamlined management practices.
 - b. Private investment brings potential innovations in design, construction and operations and delivers projects faster than traditional government led projects.
 - c. Private investment is often responsible for operations and maintenance for extended periods of time.
- 4. Economic Development
 - a. Increased tax base.
 - b. City vibrancy enhanced.
- 5. Infrastructure Improvements
 - a. May allow City to undertake infrastructure improvements that the City might not otherwise be able to afford.
 - b. Opens opportunities to address other City needs/desires.

Public/private partnerships also have potential negative risks, including:

- 1. Higher Costs
 - a. Private investment takes into consideration profit margins, financing costs, risk premiums and other “costs” that may drive the total cost of a project higher than it would have been if the private sector was not included.
 - b. Long-term payments to private investment may end up being higher than traditional government.
- 2. Loss of Public Control
 - a. Private investment may prioritize financial gain over City needs.
 - b. Long term agreements may limit the City’s ability to make changes or address operational issues.
- 3. Transparency and Accountability
 - a. Public/private partnership agreements are often complex and negotiated behind closed doors.
 - b. Complex financial agreements and high dollar projects make public/private partnerships susceptible to mismanagement, lobbying pressure or corruption if proper oversight is not established and followed.
 - c. Potential for residents to feel that they have been left out of the decision making process and that public trust and oversight are jeopardized.

The City desires to hire a Consultant to act as a professional owners representative (POR) specializing in public/private partnerships to serve as an extension of the City to explore potential public/private partnership opportunities and to conduct an analysis of any proposed project to determine the viability of that project. The POR would oversee and coordinate meeting with any private investment entities interested in a public/private partnership with the City. The POR would produce a written document analyzing the viability of any potential projects for the City Commission and would be present to answer any questions from the City Commission. See the scope of work section for a complete list of duties and expectations for the POR.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from consultants presenting their qualifications, capabilities and costs to provide Professional Owner’s Representative (POR) services to serve as an extension of the City to identify and evaluate public/private partnership opportunities.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, October 31, 2025 at 10:00 am** to:

HAND DELIVERED:

City of Birmingham – City Clerk’s Office
151 Martin Street
Birmingham, Michigan 48009

ATTN: Jana Ecker, City Manager

MAILED:

City of Birmingham – City Clerk’s Office
151 Martin Street
Birmingham, Michigan 48009

ATTN: Jana Ecker, City Manager

One (1) original and one (1) copy of the proposal shall be submitted. Also, a digital copy of the proposal must be provided on a thumb drive with the hard copies. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES.”**

Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the Consultant. Consultant may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information must be completed on the attached forms contained herein (see Consultant’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 via the Michigan Intergovernmental Trade Network (MITN) no later than **Wednesday, October 1, 2025**. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked by City staff; including staff from the City Manager's Office, Finance Department, Planning Department, Engineering Department, Building Department, Birmingham Shopping District and City Attorney for recommendation to the City Commission (CC). The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals. The Consultant selected will be chosen on the basis of the greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The Consultant shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The evaluation committee will determine how well the proposed work program benefits/assists in meeting the objectives of the City.
2. Price - Cost, value and benefit of services to be provided.
3. Experience and Qualifications – The Consultant must have personnel who have experience with the professional services described herein, as well as experience in working with municipal governments, public entities and the private sector. The technical training, experience, and education of ONLY the personnel who will be assigned to the Project.
4. Capacity – The Consultant's capability to accomplish projects with its present work force. Consultants should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
5. Comparable Projects – A list of comparable projects/services (minimum of 5; maximum of 10 public based clients) that have been successfully completed within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
6. Interview – If selected to move forward, conduct an in-person presentation to the City Commission on **December 1, 2025** outlining the proposal and to answer questions.

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 Consultant if the successful Consultant does not provide a signed contract with their response to this RFP, executed upon the Mayor's signature.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
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 the Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage,

the City agrees to pay Consultant for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.
6. 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. Payment will be made within thirty (30) days after invoice.
7. The Consultant will not exceed the timelines established and/or revised by the City for the completion of this project.
8. The successful bidder shall enter into and will execute the agreement as set forth and attached as Attachment A and submit same as part of their response to this RFP.

SCOPE OF WORK

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner's representative to serve as an extension of the City to identify and evaluate private entity interests in using public land that leverages private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents.

The Consultant will support the City in identifying, developing and advancing potential public/private partnership opportunities. The Consultant's role is advisory and facilitative. Final decision making authority will remain with the City Commission. The Consultant will serve as the key liaison between the City of Birmingham and any private sector entity interested in a private/public partnership with the City. The Consultant will serve a three year term as the City's designated POR. The Consultant will be paid a set hourly fee for every proposed private/public partnership opportunity assigned to it by the City and/or a separate hourly fee for any private entity that they recruit and bring to the City. The Consultant should be available to commence performance immediately after the award of the professional owner's representative services contract. All final decisions and approvals shall rest with the City Commission.

The professional owner's representative selected as the Consultant will represent the interests of the City and coordinate meetings with any prospective private entity interested in a public/private partnership with the City. The role will be twofold:

1. Meet with a prospective partner at the request of the City, after the City has identified a potential partner.
2. Act as a representative of the City of Birmingham to recruit national, regional and local private entities interested in a public/private partnership with the City. The Consultant will be expected to identify and cultivate opportunities for public/private partnerships with the City.

A. Project Management and Reporting

The selected Consultant will provide positive ongoing communication between the City and any prospective private entity interested in a public/private partnership with the City. The Consultant shall be available for questions and follow up either by email, telephone or via in-person site

meetings with City Staff as the circumstances require. The Consultant will be responsible for project management services, including, but not limited to the following:

1. The development of a Project Management Plan for approval by the City, including Project team responsibilities, communication and reporting methods and benchmarks, Project strategy and Project management information system protocols;
2. The preparation of a written report to the City on a quarterly basis containing the following information:
 - a. Brief summary of the status of the Project(s);
 - b. All contacts made with prospective private entity partners made during the time period covered by the report;
 - c. Any other reports concerning the Project as the City may reasonably request, or as deemed necessary by the Consultant;
3. The Consultant shall:
 - a. Act as a representative of the City of Birmingham in all proceedings and negotiate in the best interests of the City and its residents;
 - b. Assist City staff (City Manager or City Manager Designee) with the identification of and/or vetting of any potential private entity interested in a public/private partnership with the City; and
 - c. Assist the City Manager with the development of a work plan to address the criteria to be evaluated by the City to determine the viability of a proposed project for the City.

B. Public/Private Project Evaluation

The Consultant will prepare an evaluation report for each prospective private entity wishing to engage with the City in a private/public partnership. Evaluation criteria shall consist of the following and any other information deemed important by the Consultant for consideration by the City:

1. Strategic Alignment with City Goals and Objectives
 - a. Public Interest – Does the project advance the City’s long term goals and objectives? (Economic development, sustainability, equity, resilience, health, welfare, safety)
 - b. Essential Service – Is the project appropriate for private involvement, given its importance to residents? (Water, housing, infrastructure, housing, health, welfare, safety)
2. Value
 - a. Cost Comparison - Will the public/private partnership deliver better financial outcomes than traditional public procurement?
 - b. Efficiency Gains - Does the private sector involvement bring expertise, innovation or technology that the City lacks?
 - c. Revenue potential - Can the project generate sustainable revenue streams? (Leases, energy savings, tolls, fees)
3. Risk Allocation
 - a. Risk Sharing Balance - Are financial, operational and political risks allocated to the party best able to manage them?
 - b. Financial Exposure - Is the City protected from hidden liabilities, bailouts or overly optimistic revenue projections?
 - c. Flexibility - Can the City adapt if circumstances change? (Laws, demographics, economy, climate)
4. Governance and Accountability

- a. Transparency - Is the contract open, clear and publicly accountable?
 - b. Performance Oversight - Are there strong monitoring mechanisms and performance metrics with penalties for noncompliance?
 - c. Public Input - Has the community been consulted and are there mechanisms for ongoing stakeholder engagement?
- 5. Legal and Regulatory Compliance
 - a. Authority - Does the City have the legal framework and authority to engage in a particular public/private partnership?
 - b. Contract Enforceability - Is the contract legally sound and enforceable under local and state law?
 - c. Regulatory Safeguards - Does the partnership protect against monopoly behavior or unfair market advantages?
- 6. Financial and Economic Impact
 - a. Budget Sustainability - Can the City afford the public/private partnership? Does the partnership benefit the City financially? What is the clear financial impact of the partnership for the City?
 - b. Economic Development - How will the partnership affect the local economy? Stimulate investment? Promote equitable growth?
 - c. Credit - How will the partnership affect the City's debt profile and bond rating?
- 7. Social and Environmental Considerations
 - a. Equity and Accessibility - Will all residents benefit fairly or does the partnership create disparities?
 - b. Environmental Impact - Does the project support sustainability or environmental goals?
 - c. Community Acceptance - Is there political and social buy-in for private/public partnership project(s)?

B. Private Partner Selection

The Consultant will assist and advise the City in its selection of a private entity for a private/public partnership, including being present, at the City's request, for any and all negotiations between the City and the prospective private entity partner, including but not limited to the following:

- 1. Market Sounding and Outreach - Proactively identify and approach private entity parties who may have interest in partnering with the City (infrastructure, development, services);
- 2. Respond to and coordinate meetings and negotiations with private entities referred to the Contractor by the City;
- 3. Opportunity Packaging - Coordinate and facilitate assisting the City to frame projects in ways that are attractive to private entities/operators;
- 4. Deal Facilitation - Work on behalf of the City to serve as an intermediary to support negotiations that align the interests of the City with the interests of private entity parties
 - a. Assist in developing terms, memorandums of understanding and/or letters of intent;
 - b. Provide negotiation support;
 - c. Work collaboratively with City Attorney and City Staff to ensure compliance with all laws and alignment of community interests;
- 5. Capacity Building and Transparency
 - a. Quarterly reports to the City on progress, market interest and other challenges;
 - b. Maintain transparency in all communications with private parties;

- c. Build internal City capacity by sharing knowledge, templates and/or best practices;
6. Assist the City in planning and coordinating the purchase of building materials and other necessary product purchases; and
7. Assist the City in coordinating and scheduling subcontractors, utilities and other parties as needed to ensure timely completion of Project.

CONSULTANT'S RESPONSIBILITIES

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

1. Complete and sign all forms requested within this RFP.
 - a. Executed Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - e. References (Attachment E)
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm's ability to complete public/private projects of similar scope and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the tasks set forth in the Scope of Work.
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. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Consultant's proposal.
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 Consultant will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts.
2. The City will be accessible to the Consultant during regular business hours 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 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant 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, City 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 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 11 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 17 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 Consultant 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.

PROJECT TIMELINE

Proposals Due: **Friday, October 31, 2025 at 10:00 am**

Consultant Selection: Anticipated on Monday, December 1, 2025

ATTACHMENT "A"

**PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE
PARTNERSHIP OPPORTUNITIES**

THIS AGREEMENT is entered into this ____ day of _____, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) _____, whose address is _____, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought formal proposals for a **PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **PROFESSIONAL OWNER'S REPRESENTATIVE SERVICES TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

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 a **PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES** posted September 17, 2025, 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") as well as the Consultant's response bid, as contained in attachment "B." If there is a conflict between this agreement and attachment's "A" and "B", this agreement controls and prevails.

2. TERM: This Agreement shall have a term of three years 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 Consultant 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 work completed by the Consultant through such date.

3. TERMS OF PAYMENT: The Consultant 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 after invoice unless otherwise specified by the City.

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

5. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE: The parties agree that Generative Artificial Intelligence (AI) technologies may be used as a tool in the execution of this project, provided that such use is:

- a. Consistent with the objectives of this project;
- b. Disclosed in writing to the other party prior to implementation;
- c. Compliant with all applicable laws, regulations, industry standards and code of ethics, including but not limited to those related to data protection, privacy, intellectual property, and discrimination.

Consultant's utilization of AI tools shall include a commitment to ensuring that all AI generated content is subject to audit and review by a member of the Consultant team. The Consultant will remain fully responsible for the accuracy, legality, and performance of any outputs derived from AI tools and shall not rely on AI to avoid liability or obligations under this Agreement.

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

7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Consultant 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 Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant 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 Consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

9. COMPLIANCE WITH LAWS: Consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time

to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing Consultant 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; Consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Consultant 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 for negligent acts or omissions of its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** 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. 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.

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

E. 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.

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

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

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

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

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

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

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 Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant 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 Consultant 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 Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated September 17, 2025 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Consultant _____ 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 Consultant, 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.

Consultant:

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

**ATTACHMENT B:
BIDDER'S AGREEMENT
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

**ATTACHMENT C:
COST PROPOSAL
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Hourly Fee - Referred Client Analysis	\$
Hourly Fee - Referred Client Evaluation Report	\$
Hourly Fee - Recruited Client Analysis	\$
Hourly Fee - Recruited Client Evaluation Report	\$
Administrative Fees (Detail all fees in sum)	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

ATTACHMENT E:
REFERENCES

PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____



MEMORANDUM

City Manager's Office

DATE: September 10, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: City Manager Performance Update - Two Years

Since I began serving as City Manager in July 2023, there have been a significant number of accomplishments. The following is a list of many of the accomplishments achieved over the past 12 months. I am very pleased with the progress made thus far to complete City projects and initiatives, in addition to managing the day to day activities of the City. I would like to thank City staff, the City Commission and our many board and committee volunteers who have worked together to tackle complex issues and improve the health, safety and welfare of our residents, and to ensure transparent processes and operations.

City Initiatives

- Conducted 17 Ad Hoc Senior/Recreation Center Committee meetings
- Completed Schematic Design Phase for the Birmingham Community and Senior Center, which included conducting multiple test fits
- Completed a detailed cost estimate for selected test fit and preferred design for the Birmingham Community and Senior Center
- Completed a bond proposal and ballot language for the voters to consider approving a bond for a new Birmingham Community and Senior Center
- Developed a conceptual plan for renovating the existing building at 400 E. Lincoln as originally proposed in the Memorandum of Understanding signed by the City and Next
- Worked with State Representatives to draft a bill to reduce vehicle noise on roadways, including providing professional testimony during hearings in Lansing
- Completed the final draft of the Birmingham Green: Healthy Climate Plan, ushered through to adoption by the City Commission
- Completed first draft of the Historic Preservation Master Plan
- Managed implementation of Phase 1 of the Wayfinding and Signage Plan

- Consolidated the existing 9 voting precincts for the City of Birmingham into 5 locations. This effort will streamline election day services and save the city money on anticipated voting equipment purchase scheduled for 2027
- Added recycling receptacles in all City parks
- Added poured in place accessible pathway at Adams Park
- Installed a new Mulligan statue at Lincoln Hills Golf Course
- Conducted the largest tree planting in recent history, planting 463 trees in the past year
- Awarded our first Tree City USA Growth Award and honored as a Tree City USA for 47th consecutive year
- Completed a revitalization project for a natural area at Booth Park, including the removal of invasive species and the planting of native wildflowers and trees
- Converted several public landscape planting beds from annual plantings to perennial plantings (such as garden behind City Hall, Oakland/N. Old Woodward island)
- Developed a new Urban Forest Report for the City
- Completed Quarton Lake dredging project
- Performed repairs to City streets throughout the year, using almost 500 tons of hot and cold asphalt mix
- Removed over 4000 tons of leaves from streets and other public property last fall
- Completed numerous renovation and maintenance projects at the Allen House, including HVAC upgrades, plaster repair, carpet and fence replacement projects
- Installed new fire standpipes at the Park and Peabody parking garages
- Installed enhanced barriers in the Pierce parking garage at locations where railing concerns were raised by the Fire Department
- Completed installation of security cameras in all five parking garages, significantly improving safety and monitoring capabilities
- Launched two pilot programs—MPS Safety Stick and CivicSmart’s CurbSense device—to monitor 15-minute short-term parking and yellow curb usage
- Installed a new no-mow zones at Springdale Golf Course along the river’s edge

Financial

- Maintained AAA Bond Rating
- Prepared and adopted balanced budget for FY 25/26
- Successfully implemented water and sewer rate updates
- Awarded 13 grants for Engineering, Police, Fire, Planning, DPS, BSD, the library and the museum, totaling \$3,620,165
- Established a new Special Revenue Fund dedicated to sustainability and climate action initiatives
- Worked with UNUM to correct self-reporting process and accuracy for Long Term Disability, Accidental Death and Dismemberment and Life Insurance to reduce fees
- Updated the administrative services contracts with our component units to ensure that the City was reimbursed for all provided services
- Updated the vehicle purchase and maintenance program to allocate charges to the correct departments
- Updated the fee schedule for valet operators to ensure billing reflects actual usage above 300 vehicles, replacing the outdated flat-rate billing model

Public Safety Improvements

- Completed installation of cameras in all City parking decks, and upgraded camera system and IT connections throughout the City (131 cameras installed in past year)
- Completed interior security updates in City Hall to define public areas and provide controlled access to non-public areas
- Constructed safe room within City Hall to protect City employees
- Developed and rolled out a Police Supervisor Training Program
- Completed the City's Michigan Safe Drinking Water Act compliance testing
- Completed 2024 Water Valve and Hydrant Assessment
- Successfully audited by the Michigan EGLE for the quality of our water system
- Continued to implement the Water Service Material Verification Program, the Lead Service Replacement Program and the Lead Sampling Program
- Hired 6 new police officers

Community Engagement

- Developed a comprehensive City Guide for residents to include in our new resident welcome packets, pass out at community events and set out at City Hall
- Distributed 361 welcome packets to new residents
- Introduced GoPro video reels on Facebook and Instagram to promote our parks and recreation assets such as fishing at Quarton Lake, biking throughout our trail system, parks and bike lanes
- Created and populated a new website calendar with events and activities at the Birmingham Ice Arena.
- Created Facebook events and promoted them to target audiences to increase attendance
- Organized Vimeo by creating video "collections" to help the community easily find and view videos
- Completed Aging in Place Action Plan and ushered through to adoption by the City Commission, created a digital flipbook for easy viewing
- Conducted outreach to Bingham Farms, Beverly Hills, Franklin and Birmingham Public Schools to discuss the future location and ongoing funding for Next Senior Services
- Developed a Community Engagement Plan for the implementation of the Birmingham Green: Healthy Climate Plan
- Developed the New Business Guide to enhance communications with new business owners
- Participated in Oakland County's Tourism Steering Committee to help guide the county's tourism efforts, and better connect with our other tourism partners
- Launched a new BSD website and customer relations management system for interacting with businesses
- Brought back the Real Estate Brokers Roundtable events to promote and support our downtown
- Conducted multiple surveys on Engage Birmingham to solicit community input and increased number of registered users of Engage Birmingham to over 3,500
- Fire Department's Community Risk Reduction program provided public fire education to 1870 residents, property owners and/or organizations
- Developed a Citywide approach to celebrating history during the 2026 national initiative

- Organized and hosted the Birmingham Hometown Parade and Party in Shain Park
- Added a new community special event called the BirminghamBURGER event
- Added a new park scavenger hunt program to celebrate Parks and Recreation Month (July)
- Created and distributed a flier and published videos promoting board and committee openings to encourage citizen participation
- Drafted proclamations and distributed to State Representatives in support of Statutory Revenue Sharing and Woodward Ave noise issues
- Prepared and presented 12 monthly City Manager's reports to enhance City-wide communication
- Hosted over 67,000 rounds of golf played between Lincoln Hills and Springdale Golf Courses
- Provided home ice for the Birmingham United high school hockey team for 14 games at the Birmingham Ice Arena
- Hosted Oakland University's D3 college team, MHSAA high school hockey regional finals, and Grinder's Tournament at the Birmingham Ice Arena
- Participated on the Healthy Climate Task Force for Metro Detroit

Improved Internal Operations

- Implemented automatic electronic bank reconciliations to replace manual process in finance and treasury, saving time and improving accuracy
- Implemented new FOIA software system to improve organization and efficiency of FOIA requests – 752 requests received since with average 2 day turnaround
- Developed online licensing options for resident and business licenses
- Continued digitization of business records across all departments
- Planned and implemented roll out for Windows 11 and Windows Server 2025
- Added AI email anti-malware components to our system to reduce
- Conducted digitization of museum historical documents with searchable content, including yearbooks, biographical information and historic newspaper articles
- Reduced processing time and improved accountability for drainage reviews and as-built reviews to expedite permitting process
- Implemented new GIS system using ArcGIS as prior system was phased out
- Upgraded City vehicle fleet by replacing over 20 vehicles
- Implemented a new pre-incident planning program in the Fire Department to provide detailed structural information during emergency response, available on all fire cell phones and tablets, saving valuable time mediating emergent incidents
- Achieved highest compliance rate (92.5%) to date using on line fire inspection incident reporting system that tracks fire safety and regulatory requirements
- Implemented a new integration system between the new TIBA parking equipment and Zephire, the monthly billing system for parking, streamlining workflows by eliminating duplicate tasks and accelerating administrative processing
- Implemented a new integration system between Zephire and Fullstream, our new credit card processor for monthly parking, consolidating all parking account management into one platform, simplifying refunds, transaction research, and account oversight

- Implemented a new print management contract and upgraded all printers
- Developed the Employee Culture Guide and established a new hire protocol to support new employees
- Supported Employee Engagement Committee to improve retention and support recruitment efforts
- Hosted a second formal Bring Your Child to Work Day program
- Hosted employee picnic and employee holiday party
- Conducted weekly staff meetings with senior leadership team
- Improved team communication and collaboration across City
- Increased diversity of our Police Department through enhanced recruitment efforts
- Hired 15 full time, 27 part time and 37 seasonal employees in the past year, including our new Finance Director and Building Official, as well as 25 temporary election workers

Capital Improvement Projects

- Completed structural repairs, waterproofing and stairwell repairs to the Chester Street parking garage
- 2025 Concrete Resurfacing Program underway
- 2024/25 Valve and Hydrant Assessment Program completed
- Awarded clean audit from EGLE for water distribution system
- Construction underway for water, sewer and road improvements for Phase 1 of the Wimbledon infrastructure project
- Completed the installation of a new sprinkler system at Springdale Golf Course
- Completed construction of the Redding Road project from Lakepark to Woodward Avenue
- Completed construction of the Edgewood Road project from Southlawn to Lincoln
- Completed construction of the Pierce and W. Maple alley project
- Completed construction of the Oakland and Haynes project
- Completed construction of the Arlington, Shirley and Brandon project
- Completed construction of the Adams Road project from Madison up to the northern City limits
- Completed LED streetlight conversion project (Phase 1)
- Awarded the 2025 APWA Detroit Metro Branch Project of the Year, Less Than \$1 Million for the improvements at tee no. 1 at Lincoln Hills Golf Course
- Awarded the 2025 APWA Michigan Chapter Project of the Year, Less Than \$1 Million for the improvements at tee no. 1 at Lincoln Hills Golf Course

Professional Development

- Attended training session on leading and managing multigenerational teams – Crossing the Generational Divide: Unexpected Discoveries and Practical Solutions to Unlock Performance Across Generations
- Attended training session Strategies for Resilience During Stressful Times
- Attended training session The Age of Infinity: Generative AI and Our Future in Local Government
- Completed Building High-performing Board-Manager Relations, Micro-Certification Course by ICMA

- Completed Leader as Coach: Inspire Your Team to Exceed Expectations, Micro-Certification Course by ICMA
- Attended training session Building the Bench: Strategies for Recruiting and Retaining Emerging Leaders for Large and Small Communities
- City Engineer certified as an S2 Operator of Water Distribution System
- City Clerk appointed as treasurer of the Oakland County Clerk's Association (coalition of all city, township and village clerks in Oakland County)
- Human Resources Director completed the 16/50 government leadership program through the Michigan Municipal League
- Three staff members of the Department of Public Services certified as Playground Safety Inspectors and one staff members certified as a Parks and Recreation Professional
- Two staff members of the Department of Public Services became ISA Certified Arborists
- One staff member of the Department of Public Services received the ISA Tree Risk Assessment Qualification (TRAQ) certification
- Fire Battalion Chief completed the Executive Staff and Command course through Eastern Michigan University
- Building Official obtained a scholarship and was awarded an Advance Operational Awareness Certificate through the Code Enforcement Officer Safety Foundation
- Conducted staff training sessions including Leadership Basics, Understanding Harassment and Respectful Communications
- Conducted numerous team-building exercises with the City Department Head leadership team
- Conducted presentations on BCBS benefit plans, Michigan Education Savings Plan and Mission Square consultations
- Attended the ICMA Annual Conference in September 2024
- Attended the Michigan Municipal Executives Summer Workshop 2025
- Registered for the ICMA Annual Conference in October 2025

MCL § 15.268 Sec. 8(1)(a) allows for a closed session of the City Commission for a periodic personnel evaluation of the City Manager only if the City Manager requests a closed hearing pursuant to a 2/3 vote of the City Commission. Pursuant to my contract, an evaluation is to be conducted during the first year of my employment as City Manager at the end of six (6) months, at the one year anniversary and annually thereafter. If there is action to be taken, any action must be completed in open session.

I am requesting a closed session on September 15, 2025, pursuant to MCL § 15.268 Sec. 8(1)(a).



Mya Brown <mbrown@bhamgov.org>

Community Survey and Transparency in City Operations

1 message

'Kristy Barrett' via City Commission <city-commission@bhamgov.org>

Mon, Sep 8, 2025 at 3:55 PM

Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>

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

Cc: "Kristy H. Barrett" <kristybarrett1@yahoo.com>

Dear Commissioners,

I look forward to the upcoming taxpayer survey conducted by a professional, independent organization to better understand community priorities for allocating public funds. As you know, Birmingham property owners contribute significantly through property taxes, and it often seems there is a recurring “ask” whenever new projects or initiatives arise.

Birmingham’s taxable values continue to rise year over year, with an 8% increase in 2023–24 alone. Property taxes, together with charges for services, generated an additional \$6.9 million in revenue. As this survey is prepared, I urge the Commission to ensure it not only seeks input on spending priorities but also provides context by including clear city operating metrics.

Metrics such as full-time equivalents (FTE) per capita, administrative FTE per capita, and the top 20 salaries per capita — benchmarked against nearby municipalities — would give taxpayers insight into how revenues are currently allocated. Naturally, responsibilities differ by city size, and we would not expect a City Manager serving 21,000 residents to be compensated at the same level as one serving 100,000. Still, meaningful comparison is key to maintaining trust.

Recently, the Commission approved salary and performance increases for 80 non-union employees. However, the City Commission packet did not make it clear what these increases meant for the current or future budgets. As Birmingham continues to appropriate more funding toward critical infrastructure — including water, sewer, and road improvements — residents deserve transparency regarding personnel costs and staffing growth.

The survey presents an ideal opportunity not only to identify community priorities for infrastructure spending, but also to inform residents how their dollars are currently spent on personnel relative to other cities. Doing so will strengthen public trust and ensure that future financial decisions are made with both accountability and community support.

Thank you for your attention to this important matter.

Below is the schedule for the salary increase over three years. The presentation and the article in Downtown publication stated this was a planned budgeted expense. However, the “Wage Adjustment Expense” escalates from \$254K to over \$1.8 Million in three years. The public must have trust the city commission is informed of financial implications of this decision as well.

Respectfully,

Kristy Barrett

Below is the schedule for the salary increase over several years.

Link to Downtown Publications article about wage increase

<https://www.downtownpublications.com/single-post/non-union-city-employees-get-wage-increase>

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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/1054294766.1102543.1757361311447%40mail.yahoo.com>.



20250908 letter to CC wage adjust.pdf

371K

Re: Community Survey and Transparency in City Operations

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General Administration

Annual Budget

Department Description

The General Administration activity is used to budget and account for all general City expenditures to be incurred throughout the fiscal year. This activity is used for general City expenditures not directly chargeable to any one department.

Services Provided

- City telephone service
- City property and liability insurance
- Audit costs (General Fund portion)
- Postage
- Employee parking

Department Budget

	ACTUAL	BUDGET	PROJECTED	APPROVED	PLANNED	
	FY2024	FY2025	FY2025	FY2026	FY2027	FY2028
PERSONNEL SERVICES						
WAGE ADJUSTMENT EXPENSE	-	\$0	\$254,140	\$486,380	\$1,147,700	\$1,867,880
PERSONNEL SERVICES TOTAL	-	\$0	\$254,140	\$486,380	\$1,147,700	\$1,867,880
SUPPLIES						
727.0000 - POSTAGE	\$63,565	\$50,000	\$50,000	\$65,000	\$65,000	\$65,000
729.0000 - OPERATING SUPPLIES	\$7,395	\$7,500	\$7,500	\$10,700	\$10,700	\$10,700
SUPPLIES TOTAL	\$70,961	\$57,500	\$57,500	\$75,700	\$75,700	\$75,700
OTHER CHARGES						
802.0100 - AUDIT	\$37,640	\$40,170	\$36,800	\$43,270	\$46,160	\$49,250
811.0000 - OTHER CONTRACTUAL SERVICE	\$1,329	\$1,600	\$1,100	\$1,100	\$1,100	\$1,100
851.0000 - TELEPHONE	\$11,231	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
901.0000 - PRINTING & PUBLISHING	\$28,201	\$18,510	\$23,210	\$0	\$0	\$0
933.0200 - EQUIPMENT MAINTENANCE	\$1,812	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
957.0300 - MEMBERSHIPS AND DUES	\$230	\$250	\$750	\$750	\$750	\$750
958.0100 - EMPLOYEE ACTIVITY	(\$10,774)	\$0	\$23,170	\$0	\$0	\$0
958.0200 - EMPLOYEE PARKING	\$91,234	\$130,800	\$95,000	\$95,000	\$95,000	\$95,000
960.0400 - LIABILITY INSURANCE	\$318,930	\$331,690	\$331,690	\$344,960	\$358,760	\$373,110
OTHER CHARGES TOTAL	\$479,833	\$441,020	\$529,720	\$503,080	\$519,770	\$537,210
TOTAL EXPENDITURES	\$590,793	\$598,520	\$841,360	\$1,085,160	\$1,743,170	\$2,480,790

Data Updated Jun 10, 2025 at 9:41 AM

Note: Rows with 0s are hidden.

Significant Notes to 2025-2026 Budget Amounts

1. **727.0000 Postage** - The increase of \$15,000 or 30%, relates to the increase in costs and usage of postage.
2. **901.0000 Printing & Publishing** - The decrease \$18,510, or 100%, shows the transfer of printing & publishing costs transferred to the City Commission Department.
3. **958.0200 Employee Parking** - The decrease of \$35,800 or 27%, reflects the return to a normal budgeting amount.

Link to Downtown Publications article about wage increase

<https://www.downtownpublications.com/single-post/non-union-city-employees-get-wage-increase>



Mya Brown <mbrown@bhamgov.org>

Community Survey and Transparency in City Operations

'Kristy Barrett' via City Commission <city-commission@bhamgov.org>

Mon, Sep 8, 2025 at 5:54 PM

Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>

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

I was told the attached table of General Administration annual budget did not go through. Attached is only the table

On Monday, September 8, 2025 at 03:55:11 PM EDT, Kristy Barrett <kristybarrett1@yahoo.com> wrote:

Dear Commissioners,

I look forward to the upcoming taxpayer survey conducted by a professional, independent organization to better understand community priorities for allocating public funds. As you know, Birmingham property owners contribute significantly through property taxes, and it often seems there is a recurring "ask" whenever new projects or initiatives arise.

Birmingham's taxable values continue to rise year over year, with an 8% increase in 2023–24 alone. Property taxes, together with charges for services, generated an additional \$6.9 million in revenue. As this survey is prepared, I urge the Commission to ensure it not only seeks input on spending priorities but also provides context by including clear city operating metrics.

Metrics such as full-time equivalents (FTE) per capita, administrative FTE per capita, and the top 20 salaries per capita — benchmarked against nearby municipalities — would give taxpayers insight into how revenues are currently allocated. Naturally, responsibilities differ by city size, and we would not expect a City Manager serving 21,000 residents to be compensated at the same level as one serving 100,000. Still, meaningful comparison is key to maintaining trust.

Recently, the Commission approved salary and performance increases for 80 non-union employees. However, the City Commission packet did not make it clear what these increases meant for the current or future budgets. As Birmingham continues to appropriate more funding toward critical infrastructure — including water, sewer, and road improvements — residents deserve transparency regarding personnel costs and staffing growth.

The survey presents an ideal opportunity not only to identify community priorities for infrastructure spending, but also to inform residents how their dollars are currently spent on personnel relative to other cities. Doing so will strengthen public trust and ensure that future financial decisions are made with both accountability and community support.

Thank you for your attention to this important matter.

Below is the schedule for the salary increase over three years. The presentation and the article in Downtown publication stated this was a planned budgeted expense. However, the "Wage Adjustment Expense" escalates from \$254K to over \$1.8 Million in three years. The public must have trust the city commission is informed of financial implications of this decision as well.

Respectfully,

10A

Kristy Barrett

Below is the schedule for the salary increase over several years.

Link to Downtown Publications article about wage increase

<https://www.downtownpublications.com/single-post/non-union-city-employees-get-wage-increase>

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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/817390291.759684.1757368477418%40mail.yahoo.com>.



General Administration Annual budget 2025.pdf

312K

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- 958.0200 Employee Parking** - The decrease of \$35,800 or 27%, reflects the return to a normal budgeting amount.



NOTICE OF INTENTION TO APPOINT TO THE AD HOC SENIOR/RECREATION CENTER COMMITTEE

At the regular meeting of Monday, October 27, 2025, the Birmingham City Commission intends to appoint the following positions to the Ad Hoc Senior/Recreation Center Committee:

- One regular member, an engineer, to serve the remainder of a three-year term to expire March 4, 2027
- One regular member, an architect, to serve the remainder of a three-year term to expire March 4, 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, October 22, 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.

Responsibilities

The function of the Ad Hoc Senior/Recreation Center Committee (SCC) is to provide oversight and input on the planning and development of a senior/recreation center at 400 E. Lincoln, and to provide recommendations throughout the process to the City Commission. The duties of the SCC include, but are not limited to:

- Crafting the project vision, goals and objectives
- Preparing the project process outline and estimated timeline
- Reviewing final needs analysis report
- Evaluating concept plan options and recommending the preferred option
- Outlining the parameters and applicable regulations for site plan and design review
- Conducting final site plan and design review
- Reviewing potential funding options
- Recommending the use of consultants for design and/or build services
- Drafting RFPs for final design, construction plan preparation and/or construction

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be electors in the City of Birmingham.	10/22/2025	10/27/2025

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



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, October 6, 2025, the Birmingham City Commission intends to appoint the following positions to the Advisory Parking Committee:

- One regular member, a resident, to serve the remainder of a three-year term expiring September 1, 2026
- One regular member, small retail, to serve the remainder of a three-year term expiring September 1, 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 October 1, 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 Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the central business district (CBD) and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
The majority of the members shall be residents and membership shall be as follows: 7 Regular Members: 2 - Retail 1 – Professional Firm Member 1 – BSD Member 1 – Residential Shopper 2 - Residents 2 Alternate Members - may be appointed who own property, own a business or work in the former parking assessment district.	10/1/2025	10/6/2025

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



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF REVIEW

At the regular meeting of Monday, October 27, 2025, the Birmingham City Commission intends to appoint one regular member to the Board of Review to serve the remainder of a three-year term to expire December 31, 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, October 22, 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.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be property owners and registered electors of the City of Birmingham.	10/22/2025	10/27/2025

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



MEMORANDUM

Engineering Department

DATE: September 11, 2025

TO: Jana L. Ecker, City Manager

FROM: James Surhigh, HRC
Melissa Coatta, City Engineer

SUBJECT: September 8, 2025 Infrastructure Workshop Update

At the September 8, 2025 workshop meeting, the Oakland County Water Resources Commissioner (OCWRC) and staff presented information to the City Commission about Oakland County's sewer system and how it serves to receive flows from the City's sewer system. A lot of information was provided about the regional systems that Birmingham is a part of, and based on some of the questions and discussion that followed, there may have been some misinterpretation of the statements that were made. In the spirit of providing clarity, we are providing this additional background information and explanation of what the City has been doing within our sewer system.

The City's sewer system discharges combined sewer flows to two of OCWRC's major drainage districts: 1) the Drainage District for the GWK Drain; and 2) the Drainage District for the Evergreen Farmington Sanitary Drain (EFSD). The GWK Drain is a combined sewer system, and is operated differently than the EFSD, which is a sanitary sewer system.

The GWK District receives combined sewer flows from the City system at a number of locations, including Maple & Coolidge, Coolidge about halfway between 14 Mile & Maple, 14 Mile at S. Eton, and along Woodward between Lincoln/Adams and 14 Mile. The combined sewage flows through Royal Oak to the GWK Retention Treatment Facility (RTF) near Dequindre and 13 Mile. Dry weather flow, and regulated wet-weather flow goes into the GLWA Dequindre Interceptor, and then on to the wastewater treatment plant in Detroit. Flows in excess of the regulated amount allowed for the system as a whole, not by individual community contributing flow, are diverted to the GWK RTF for storage, and if enough rainfall occurs, may overflow to the Red Run Drain after primary treatment and disinfection. Birmingham is charged for its share of costs to OCWRC per their contractual percentage that was based on drainage area. OCWRC does not actively meter or measure flows at the input points between the City sewer system and the GWK Drain system, nor does it have the means to restrict or stop the flow from the City into their system.

The EFSD District receives combined sewer flows from the City at 3 locations, and sanitary flows from a few limited connection points. The combined flows are delivered to the EFSD

system at the Birmingham Retention Treatment Basin (RTB) located at Linden Park, Bloomfield Village RTB located at Lincoln Hills Golf Course, and Acacia Park RTB located in Beverly Hills at Evergreen & Beverly Road. Dry-weather flow and regulated wet-weather flow goes into the EFSD interceptor and then on to the GLWA interceptor system at 8 Mile & Southfield Road. Flows in excess of the regulated amount allowed at each of the 3 connection points are diverted to the RTB's for storage, and if enough rainfall occurs, may overflow to the Rouge River after primary treatment and disinfection. The allowed amount of regulated flow from the City is based on the negotiated Town Outlet Capacity for sanitary flow and very limited storm flow contributions to the system. During intense storm events, OCWRC monitors flows and completely stops regulated flows at each of the combined sewer connection points until flow levels in the EFSD interceptor recede sufficiently. While the regulated flow connection points are closed, combined flow from the City is diverted to the RTB's, which may eventually overflow after primary treatment and disinfection if enough rainfall occurs. OCWRC maintains a network of sewer meters throughout the EFSD system, and charges the City for actual amounts of flow that discharge to the EFSD system.

In the early 1990's, the City began a comprehensive study of the City's entire sewer system, looking at condition, capacity and occurrences of reported flooding. A conceptual plan for major sewer relief was developed in 1998, and the City began constructing these major projects to improve conveyance of flows within the City's system. Major relief sewers were installed on W. Bennaville, Adams, Torry, E. Emmons, Old Woodward, E. Brown, Hanna, Southfield, 14 Mile, Birmingham, and Northlawn.

The City also participated in regional sewer relief improvements to the OCWRC systems that receive flows from the City. These included the 3 RTB's along the Rouge River, large diameter tunnel sewer along the river in Linden Park, and other collector sewers to eliminate the old combined sewer overflow points to the river. In the GWK District, the North Arm Relief sewer project was constructed to improve conveyance at points through Royal Oak, and more importantly to the City, along Woodward between 14 Mile and Lincoln. The Acacia Park relief sewer was constructed as a joint effort between the City and Village of Beverly Hills.

After the major sewer projects were completed, the City has continued to construct relief sewers nearly every year as part of the various street-by-street reconstruction projects. Where opportunities exist, new storm relief sewers were constructed, such as on W. Lincoln and Oak St., that have outlets to the Rouge River/Quarton Lake, which reduce storm flow going to the combined sewer system. Currently, a storm relief sewer is under construction on Wimbleton, that will provide sewer relief further into the Poppleton Park neighborhood. Storm relief sewers can also be constructed in areas that don't have the ability to outlet to a river. These storm relief sewers, such as that recently constructed on Old Woodward, provide an alternate path for the storm flow, and reduce combined sewer flows in the parts of the system that are parallel to it.

Since the mid-1990's, the City has spent over \$40,000,000 (in 2025 dollars) on local relief sewers across many parts of the City (not including tens of millions more on the regional system improvements). This amount of investment in improving local sewer system conveyance capacity is matched by few, if any, other communities in the region. The City is committed to continuing relief sewer construction where needed in the future.

The City also is committed to look for opportunities to include storm water storage, or “green infrastructure” practices into our projects that reduce the peak storm flow into the combined sewer system. Opportunities to do these in road rights-of-way may be limited, but other public properties allow for more to be done. A demonstration rain garden was installed as part of the recent Old Woodward reconstruction, along with some underground storm water detention. Similar efforts are planned for St. James Park to receive storm flow from Edgewood. The City has a number of restricted catch basin covers installed in various areas of the City that temporarily store the storm water in the street, and more can be considered in some areas if the ponding won’t be a nuisance or create unsafe conditions.

With regards to maintenance and rehabilitation, the City has been active in cleaning and televising sewers over the years (purchased vacator truck and sewer televising equipment in early 2000’s). The comprehensive cleaning and televising effort in the mid-1990’s was followed by cleaning and televising nearly three-quarters of the City sewer system in 2018/2019 (those constructed prior to 1996). The City first installed a cured-in-place sewer liner in the mid-1990’s, and has lined many sewers since that time to rehabilitate structural conditions and extend the useful life of those segments. All of the backyard sewers in the Quarton Lake neighborhoods, as well as those along certain parts of E. Maple have been lined, and others as conditions warrant. Since 2021, the City has had a sewer rehabilitation contractor performing minor repairs and sewer lining on an annual contract basis to help maintain conveyance capacity in the existing sewer system. The budget for this effort was expanded to investigate additional sewer segments in response to flooding issues reported as a result of the extremely intense rain events that occurred several times since then. The City is also continuing its strategic root control program for segments that have been identified as having roots present.

In 2024, the City adopted new stormwater management standards for the redevelopment of non-single-family homes that are more restrictive than OWRC standards. These changes will reduce the rate of runoff to combined sewers from the properties. The Engineering Department is also currently working with the Planning Department and Environmental and Sustainability Committee to update stormwater management standards for single-family homes in an effort to reduce the rate of discharge into the combined sewer system.

The final piece in managing storm water includes individual property owners, and the drainage from their building roofs, drains and surface features. Property owners can install measures such as rain barrels, rain gardens, underground storage in oversized drain pipes or cisterns that reduce the peak runoff during rain storms. Grading practices and choices for groundcover have an impact on how much runoff is generated when it rains. Protective measures could be considered on the internal plumbing of many homes to protect against the very infrequent times that a sewer may surcharge, but those efforts must be looked at by a licensed plumber or other professional to determine what may be appropriate.

Hopefully, this explanation helps your understanding of our sewer system, and the roles that the County, City, and individual property owners have as a part of it. The City should be proud of its efforts to improve sewer conditions over the years, and be dedicated to continue this commitment into the future to ensure that we maintain the high level of service demanded by our community.