



Agenda
City Commission Regular Meeting
Monday, January 12, 2026 - 7:00 PM
151 Martin Street, Birmingham, MI
City Commission Room 205

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor

2. ROLL CALL

Alexandria Bingham, City Clerk

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

A. Celebrating 250 years of American Independence in 2026

ANNOUNCEMENTS

APPOINTMENTS

A. Cablecasting Board
1. William Frykman

To appoint _____ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2027.

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

5. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

- A. Resolution to approve the joint City Commission and Multi-Modal Transportation meeting minutes of December 11, 2025.
- B. Resolution to approve the regular City Commission meeting minutes of December 15, 2025.
- C. Resolution to approve the warrant list, including Automated Clearing House, dated December 17, 2025, in the amount of \$5,845,677.59.
- D. Resolution to approve the warrant list, including Automated Clearing House, dated January 7, 2026, in the amount of \$1,218,247.80.
- E. Resolution to set a public hearing date of February 9, 2026 to consider the Special Land Use

Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

- F. Resolution to accept the resignation of Michael Coakley from the Ethics Board, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.
- G. Resolution to accept the resignation of Judith Keefer from the Museum Board, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.
- H. Resolution to set the Public Hearing of Necessity for the installation of staircases in the new retaining wall meeting the requirements for the assessments for the three properties within the project area on Park Street, Brookside Avenue, and Ravine Road on February 9, 2026, at 7:00 p.m.; and

If necessity is determined on February 9, to meet on Monday, February 23, 2026, at 7:00 p.m., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of staircases in the new retaining wall meeting the requirements for the assessments, for the three properties within the project area on Park Street, Brookside Avenue, and Ravine Road.

- I. Resolution to set a public hearing date of February 9, 2026 to consider the Special Land Use Permit Amendment for 239 N. Old Woodward to update the Special Land Use Permit with the new establishment name, Besos.
- J. Resolution to approve the Certification of Appointment of Local Emergency Management Coordinator (EMD 021). Further, to direct the Mayor to sign the form on behalf of the City.

6. 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.

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- A. Resolution to select Houseal Lavigne for the purposes of performing a comprehensive Zoning Ordinance Update for the City in accordance with the specifications contained within Houseal Lavigne's response to the City's Request for Proposals.
- B. Resolution to approve a three-year agreement with Plante Moran Realpoint for Professional Owner's Representative to Explore Public/Private Partnership Opportunities in an amount not to exceed the agreed upon hourly rates. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be expensed in other contractual services accounts as dictated by the project proposed and upon the approval of a budget amendment by the City Commission.
- C. Resolution to adopt the City's first Historic Preservation Master Plan.
- 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.

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

- A. Communications regarding the YMCA and NEXT
- B. Communications regarding the Community House
- C. Communication regarding ebikes
- D. Communication regarding Tory streets
- E. Communication regarding a moratorium on data centers

11. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Ethics Board
 - 2. Notice of Intention to Appoint to the Parks and Recreation Board
 - 3. Notice of Intention to Appoint to the Museum Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Report
- D. Legislation
- E. City Staff
- F. Information Only

12. ADJOURN

City boards and committees meet in person, and most have a virtual option available to the public. Members of the public may attend the City Commission meeting in person at Birmingham City Hall or attend virtually.

Link to Access Virtual Meeting: <https://zoom.us/j/655079760>

Telephone Meeting Access: 877 853 5247 US Toll-free

Meeting ID Code: **655 079 760**

City Hall is open to the public during regular business hours, Monday through Friday from 8 a.m. – 5 p.m. The Police Department lobby entrance on the east side of City Hall on Pierce Street operates as the after-hours public entrance.

Individuals requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta Street.

Persons who require mobility, visual, hearing, or other assistance for effective participation in this public meeting should contact the City Clerk's Office at (248) 530-1880, or (248) 644-3405 (TDD) at least one day before the meeting to request help.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública

deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-3405 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964)



PROCLAMATION

Celebrating 250 years of American Independence in 2026

- WHEREAS,** the United States of America will celebrate the 250th anniversary of its founding on July 4, 2026; and
- WHEREAS,** this important milestone provides an opportunity to reflect on our nation's rich history, and highlight our local history that gives Birmingham character within the bigger picture of the American story; and
- WHEREAS,** throughout 2026, Birmingham will host special activities to celebrate the people and history behind the City's parks, downtown, neighborhoods, civic heritage, and unique sense of place; and
- WHEREAS,** a new exhibit at the Birmingham Museum's Allen House features a special look at Birmingham's story and our Indigenous heritage in America's historic context; and
- WHEREAS,** the 250th anniversary celebrations will foster a renewed sense of pride throughout our community.

NOW THEREFORE, be it resolved with this official proclamation that I, Clinton Baller, Mayor of the City of Birmingham, on behalf of the City Commission, citizens and businesses of Birmingham, do hereby proclaim the year 2026 as a time for celebrating America's 250th anniversary and Birmingham, Michigan's contribution to our local history, and urge all citizens to participate in the various events and activities designed to commemorate this historic milestone.

On behalf of the City Commission and the residents
of Birmingham on this 12th day of January, 2026.

Clinton Baller, Mayor



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

At the regular meeting of Monday, January 12, 2026, the Birmingham City Commission intends to appoint the following positions to the Cablecasting Board:

- One regular member to serve the remainder of a three-year term expiring March 30, 2027
- One alternate member to serve the remainder of a three-year term expiring March 30, 2026
- One alternate member to serve the remainder of a three-year term expiring March 30, 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, January 7, 2026. 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.

Duties

- Advise the municipalities on matters relating to cable communications
- Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance
- Conduct performance reviews as outlined in Chapter 30, Article VII of the city code
- Act as liaison between the franchisee and the public
- Hear complaints from the public and seek their resolution from the franchisee
- Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30, Article VI
- Advise the municipalities on renewal, extension or termination of a franchise
- Appropriate those moneys deposited in an account in the name of the Cablecasting Board by the member communities
- Oversee the operation of the education, governmental and public access channels
- Apprise the municipalities of new developments in cable communications technology
- Hear and decide all matters or requests by the operator (Comcast Cablevision)
- Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund
- Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars
- Enter into contracts as authorized by resolutions of the member municipalities
- Administer contracts entered into by the board and terminate such contracts

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
William Frykman	Applicants must be residents of the City of Birmingham. 29-year resident with an MBA from the Kellogg School of Management at Northwestern University who currently works as an analytics and technology consultant.

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2027.

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 [#103]

1 message

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

Mon, Dec 29, 2025 at 11:15 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Birmingham Area Cable Board
Specific Category/Vacancy on Board (see below)	Resident of Birmingham
Name	William Frykman
Residential Address	 367 Suffield Ave. Birmingham, MI 48009 United States
Business Address	 367 Suffield Ave. Birmingham, MI 48009 United States
Phone Number *	(313) 600-9911
Email	wfrykman@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	>29 years
Occupation	Consultant- analytics and technology

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

I have developed my deep interest in technology through almost 3 decades of engagement on the topic. During my career at Ford, I led multiple "first at Ford" technology initiatives. I have focused on how technology can solve un-met needs. I continue to consult on technology-related topics today. Beyond my professional life, I have volunteered as a coach for multiple Birmingham-area youth soccer and baseball teams as well as dedicating time at local food pantries.

Serving on the Birmingham Area Cable Board would allow me to give back to the community while applying my deep technology-related experience to address the shifting technology landscape. Trends such as "cutting the cable" will impact the broader cable business. I look forward to the opportunity to serve Birmingham residents while ensuring the services they enjoy today continue to be offered in the future.

List your related employment experience

Motormindz- senior partner (2023- current) Consulting on topics including connected vehicles/service, electric vehicles, and mobility.

Ford Motor Company (1996- 2022) Led Ford's first connected car program, developed Ford's first connect app experience, and

developed the industry's first telematics service. Experience in product development, marketing, and strategy.

List your related community activities	Birmingham Little League (2005- 2010)- coach Birmingham/Bloomfield Soccer Club/BBSC (2007- 2014)- coach Forgotten Harvest and Northville Civic Concern- food bank volunteer (ongoing)
List your related educational experience	Kellogg School of Mgmt at Northwestern Univ.- MBA UCLA- BA Fuqua School of Business at Duke University- executive education
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, neither I nor an immediate family member have any direct financial or business relationships with the City of Birmingham.
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? *	Birmingham



CABLECASTING BOARD

Chapter 30 - Section 30-226 - Birmingham City Code
Meeting Schedule: 3rd Wednesday of the month - 7:45 A. M

The Board shall consist of 12 members, which includes 7 members who are residents of the City of Birmingham. Each member community shall also appoint one alternative representative. (30-226)

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Abraham 898 Arlington	George	(248) 642-1257 <i>georgeabrahamjr@outlook.com</i>	5/14/2018 Birmingham resident	3/30/2027
Brown 662 Wallace St	Deanna	(248) 705-8371 <i>deannadbrown@comcast.net</i>	2/27/2023 Birmingham Resident	3/30/2026
Cleary 2001 Fairway	Jim	(248) 840- 8416 <i>clearyjp@gmail.com</i>	12/21/2020 Birmingham resident	3/30/2028
Eick 559 Greenwood	R. David	(248) 231-8067 <i>eickhouse@comcast.net</i>	12/14/2015 Birmingham resident	3/30/2027
Shand 1645 Buckingham Ave.	Donovan	(248) 330-0747 <i>dgshand@gmail.com</i>	12/4/2017 Birmingham resident	3/30/2026

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012

Monday, December 29, 2025

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Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Vacated	3/30/2018		Birmingham resident	3/30/2027
Vacated	3/30/2022		ALTERNATE	3/30/2028
Vacated	3/30/2023		Alternate/ Birmingham Resident	3/30/2026

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012

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Sec. 30-226. Creation and membership of board.

- (a) The Birmingham City Commission and the Village Councils of Beverly Hills, Bingham Farms, and Franklin have established a cablecasting board. The board shall continue to consist of 12 members, seven who are residents of the City of Birmingham who shall be appointed by the City of Birmingham, four who shall be residents of Beverly Hills who shall be appointed by that Village, one who shall be a resident of Bingham Farms who shall be appointed by that Village, and one who shall be a resident or appointed official of the Village of Franklin who shall be appointed by the Village. Each member shall also appoint one alternate representative. Members of the board shall serve without compensation and for such terms as their respective authorities shall determine. The City of Birmingham and the villages shall also have sole power to remove and/or replace their respective appointees.
- (b) Each of the board's member communities is encouraged to appoint an elected or appointed official of that community to act as a liaison to the board, to attend board meetings, and to participate in board discussions.
- (c) The Birmingham School District and the Baldwin Library are each also encouraged to appoint a representative to act as a liaison to the board and to participate in board discussions regarding matters relevant to their respective interests and constituencies.
- (d) Seven members of the board shall constitute a quorum and the affirmative vote of a majority of the full board shall be required for board action.

(Ord. No. 1540, § 2.2909, 11-9-92; Ord. No. 1724, 3-20-00; Ord. No. 1757, 6-11-01)



City Commission – Multi-Modal Transportation Board (MMTB)
Joint Meeting Minutes
December 11, 2025 – 6 p.m.
DPS Conference Room, 851 S. Eton, Birmingham, MI
Vimeo Link: <https://vimeo.com/1142282139>

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

Deputy City Clerk Brown called the roll.

Present: Mayor Baller; Commissioners Haig, Host, Kozlowski (arrived 6:06 p.m.), Longe; MMTB Chair Doolittle; Board Members Davies (arrived 6:06 p.m.), Dobrowitsky, Engelland, Hillberg, Hocker (arrived 6:06 p.m.)

Absent: Mayor Pro Tem Long; Commissioner Kolb

Staff: City Manager Ecker; City Planner Blizinski, Deputy City Clerk Brown, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, Operations Captain Kearney

3. PUBLIC COMMENT

Katy Dobrowitsky commented on the appropriate scope of the MMTB.

4. DISCUSSION TOPICS

A. Multimodal Transportation Board (MMTB) Scope

CP Blizinski, the Mayor, and Chair Doolittle provided introductory remarks. Staff answered informational questions.

The following points were raised in the course of Commission-Board discussion:

- Future MMTB tasks could include advocating for multi-modal improvements, assisting with Woodward concerns and coordination with MDOT, recommending opportunities for the implementation of universal design principles, collecting data and preparing reports on multi-modal related matters, updating the MMTB Plan and connecting it to other relevant City, regional, and State efforts, learning more about how the Michigan mobility office might inform the work of the MMTB, and learning more about how multi-modal best practices and future practices might be managed, approached, or implemented within the City.
- If the MMTB continues to exist and perform reviews, the Commission and staff should determine whether a given road would be improved or unimproved before MMTB review.
- More items could be provided to the MMTB as read-only in order to prioritize how discussion

time in the meetings should be spent.

- The MMTB could have two meetings a month, one for study sessions and one for reviews.
- The ordinance should be changed to clarify what should and should not be referred to the MMTB.
- Topics that are in effect adjustments of City policies should be referred to the Commission.
- It is necessary to clarify whether the purpose of the MMTB is general advocacy or to execute an MMTB Plan.
- The MMTB should continue to exist because it provides opportunity for important resident engagement, because it provides opportunity for multi-modal advocacy, and because its work complements other accessibility- and sustainability-related efforts in the City.
- MMTB members might integrate lived experience into their reviews in a way that broadens the perspective of the professionally-prepared plans.
- Alternatively, the MMTB usually receives already-good plans from City staff and consultants, and often offers comments on smaller aspects that mostly serve to refine these already-good plans. Consequently, the amount of value-add coming from an MMTB review, and whether that warrants the MMTB's continued existence, is worth considering.
- Residents tend to be most concerned about speeding, cut-through traffic, heavy trucks, and sidewalk implementation.
- Speed mitigation and traffic calming are related to multi-modal concerns because residents want to feel they are able to recreate without being at excess risk due to vehicles.
- When a road remains cape seal, fewer speed mitigation options are available. It would be beneficial to ensure that residents are more informed about the limitations of cape seal.
- It might be appropriate for the MMTB to focus on where improvements in the City's multi-modal planning could occur.
- If the MMTB is to advocate for safety across all road projects, the current funding structure likely needs to be modified.
- It is unclear how much, or whether, road improvement projects should be before the MMTB.
- This discussion may be conflating budget and value. While budget and source of funds is not within the MMTB's scope, evaluating the value of certain changes should likely be within the MMTB's scope. When the MMTB discussed 'cost' as part of its evaluation of Wimbledon Part I, it was considering value, not budget.
- During Wimbledon Phase I, the MMTB suggested a framework for evaluating projects. If initial presentations to the MMTB included all of the data required for using the framework, the MMTB evaluation process might be more streamlined.
- Publishing the evaluation framework on the City's website and clarifying what options are and are not available for cape sealed and improved roads could help residents better understand the process.
- Concerns about underground infrastructure improvements should be strictly referred to the Commission or staff for further discussion, and should not be engaged at the MMTB level.
- Staff could provide the MMTB with a list of multi-modal related complaints that have come in to the City.
- The Parks and Recreation Board participates in updating the Parks and Recreation Master Plan every five years, which is a document that has many benefits for the City. The MMTB could be tasked with undergoing a similar, regular process for updating the MMTB Plan.
- Road design projects require balancing the often-conflicting needs of pedestrians, cyclists, and drivers. MMTB recommendations are most helpful when they suggest specific ways of balancing those needs within each road project.
- The Engineering Department and the City's traffic consultant should bring roads with expenditure estimates, that are designed as closely to standards as possible and multi-modal in nature, to the MMTB. The MMTB should then evaluate these proposals and

- either recommend them to the Commission or recommend changes.
- Other City boards are also presented with proposals and asked to evaluate the proposals. These boards also serve as forums for the public to express their opinions. These boards are not asked to begin with a blank slate. The MMTB should not be involved with discussion about the costs of street design. This is likely the most appropriate model for the MMTB.
 - Not every project can be made to align with all of the City's street standards, for a number of different reasons and sometimes including costs to residents. The MMTB should be empowered to directionally consider costs in order to make project recommendations that make sense within the greater context.
 - Alternatively, it may not be appropriate for the MMTB to consider costs. How projects are funded and costs are allocated is a decision beyond the MMTB's purview.
 - If it were possible, a list of the costs of all road design features could be helpful in weighing road improvement recommendations.
 - It is not possible to provide a list of costs of all road design features because costs change significantly from project to project due to market conditions, size of the project, and other factors. The City recently faced this difficulty in trying to estimate the costs for Wimbledon Part I based on the costs of the Arlington and Shirley project.
 - Allowing speed remediation efforts in the City to be more experimental could be of benefit. Temporarily installing speed bumps or tables and collecting data on the results could be one example.
 - MMTB reviews become fraught when special assessments are involved. Changing the way that special assessments are presented or structured reduce the difficulties they raise for MMTB reviews.
 - Some residents living on streets going from unimproved to improved might not be interested in upgraded features that add meaningful cost. This is part of the context in which the MMTB should be empowered to evaluate designs.
 - It might be useful to solicit community input on the desired road surface before Engineering presents a road design to the Commission. While this would add a step, it might make the overall process run more smoothly.
 - If residents are given around three years' clear advance notice that their street is slated for upgrades, it might also improve resident clarity within the process.
 - Upgrading the underground infrastructure in Birmingham must be a top priority given the age of the water and sewer infrastructure.

5. ADJOURN

The Commission adjourned the workshop at 8:24 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist



**City Commission
Regular Meeting Minutes
Monday, December 15, 2025 - 7:30 p.m.
151 Martin Street, Birmingham, MI
City Commission Room 205
Vimeo Link: <https://vimeo.com/1146723070>**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor, opened the meeting with the Pledge of Allegiance.

2. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Clinton Baller
Mayor Pro Tem Anthony Long
Commissioner Andrew Haig
Commissioner Brad Host
Commissioner Kevin Kozlowski
Commissioner William Kolb
Commissioner Therese Longe

Absent: None

Staff: City Manager Ecker; City Planner Aldred-Arens, Fire Chief Bartalino, Finance Director Chavez, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Fairbairn, Parking Systems Manager Ford, Representatives from Fire Department Staff, City Attorney Gaudenzi, Police Chief Grewe, City Attorney Kucharek, Museum Director Pielack, Police Captain Wald

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

ANNOUNCEMENTS

None.

APPOINTMENTS

12-344-25 Board of Review

Kathleen Devereaux was interviewed for the appointment.

MOTION: Motion by Host:

To appoint Kathleen Devereaux as a regular member to the Board of Review to serve a three-year term to expire December 31, 2028.

VOICE VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

12-345-25 Board of Review

In Jill Stress' absence, it was noted that she would be a re-appointment.

MOTION: Motion by Longe:

To appoint Jill Stress as a regular member to the Board of Review to serve a three-year term to expire December 31, 2028.

VOICE VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

12-346-25 Appointment of Fire Chief

MOTION: Motion by Host, seconded by Haig:

To confirm the City Manager's appointment of Assistant Fire Chief Matt Bartalino as Fire Chief, and direct the Clerk to administer the oath of office to Chief Bartalino.

VOICE VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

CC Bingham swore in the present appointees.

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

Mike Clift supported renewed efforts in the new year to create a publicly accessible indoor fitness facility with a pool.

David Stanislaw supported resolving issues regarding the Community House as collaboratively as possible.

5. CONSENT AGENDA

12-347-25 Consent Agenda

MOTION: Motion by Long, seconded by Host:

To move the consent agenda, including Items A through J.

ROLL CALL VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

- A. Resolution to approve the City Commission workshop meeting minutes of December 1, 2025.
- B. Resolution to approve the City Commission regular meeting minutes of December 1, 2025.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 3, 2025, in the amount of \$660,342.20.
- D. Resolution to approve the warrant list, including Automated Clearing House and EFT payments, dated December 10, 2025, in the amount of \$2,082,512.90.
- E. Resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies as written on MDOT Form 2207B (05/21), and authorizing the following titles to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham; Director of Public Services, Parks and Recreation Manager, Public Services Manager, Parks and Forestry Foreman and Assistant Foreman, Streets Sewer and Water Foreman, Assistant Director of Engineering and City Engineer. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution For Governmental Agencies form required for the Annual Permit on behalf of the City.
- F. Resolution to amend the 2025 Schedule of Fees, Charges, Bonds and Insurance, under the Parking Department, to include the addition of a parking fee for private use of metered public parking space(s) equal to the established hourly meter rate for any authorized use of a metered public parking space(s) for private construction projects.
- G. Resolution to approve the administrative services agreement between the City and the Birmingham Shopping District (BSD), the term of which commences on July 1, 2025 and shall terminate on June 30, 2028 in the amount not to exceed \$30,929.00. Furthermore,

each year on the anniversary date of execution, there will be an increase of three percent (3%) of the total charges due from the BSD to the City. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #235.0-720.000-813.0000.

- H. Resolution to amend resolution #01-26-24 to modify the permanent Wayfinding and Branding Committee to introduce staggered terms and revise the appointment process for members of the Committee.
- I. Resolution to accept the resignation of Z. Rosie Koul from the Multi-Modal Transportation Board, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.
- J. Resolution to accept the resignation of Steve Sweeney from the Parks and Recreation Board, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

6. CITY MANAGER'S REPORT

CM Ecker presented the report.

7. UNFINISHED BUSINESS

None.

8. NEW BUSINESS

12-348-25 Public Hearing - 36977 Woodward - InvestWise - Special Land Use Permit, Final Site Plan & Design Review

The Mayor opened the public hearing at 7:57 p.m.

CP Aldred-Arens presented the item. Jeff Klatt, architect, spoke on behalf of the item.

Seeing no public comment, the public hearing was closed at 8:02 p.m.

Mr. Klatt answered a question from the Commission.

Commissioners raised the following points during discussion:

- This development will serve positively as a gateway to Birmingham.

MOTION: Motion by Long, seconded by Longe:

To adopt the findings of the Planning Board and approve the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – to permit

construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft.

ROLL CALL VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

Fiscal Year 2024-2025 Audit Presentation

FD Chavez introduced the item. Spencer Tawa of Plante Moran presented the item in Timothy St. Andrew's absence. Mr. Tawa and staff answered questions from the Commission.

Commissioners raised the following points during discussion:

- The Commission is proud of the findings of this audit. Revenues have increased, expenses have decreased, and overall the City is financially healthy.
- In the future, the Commission might discuss whether it could be beneficial to increase the high end of the General Fund balance policy range beyond 40% of operating expenditures. The Commission might also discuss whether it would be pragmatic to put additional funds towards outstanding infrastructure upgrades.
- The City's present General Fund balance is at the high end of the General Fund balance Policy range.
- The unassigned General Fund balance is where the Commission has some additional discretion in terms of expenditures. The rest of the General Fund balance is already assigned to specific expenditures.
- The City made additional contributions to the City's retirement funds for a time, which ended about a year ago.

12-349-25 Final Parking Garage Schematic Design Review – Peabody, Pierce, Park, and N. Old Woodward Parking Garages

PSM Ford introduced the item. Brian Hearn of BCT Design Group and Darko Banfic of Illuminart presented the item. Messrs. Hearn and Banfic and staff answered questions from the Commission.

Commissioners raised the following points during discussion:

- The linear lights would be beneficial.
- The Pierce deck does not accommodate vehicles over 6'3". Signage at the entrances indicates this height restriction.
- The new lighting at the decks will comply with code requiring that lighting be dimmed after an occupant is not detected for a certain period of time.
- Metal facade panels for the N. Old Woodward deck would be aesthetically pleasing, and would help distinguish the building from an office building. It is also useful that the panels would help reflect the light inward towards the deck, thus reducing light pollution into the surrounding environment.
- The Commission should provide further review of the metal facade panel designs.

- Adding more bicycle racks would be appropriate.
- There would be some interest in seeing these design proposals implemented in at least one deck before moving forward with approving these designs for the other decks. This would allow Commissioners and members of the public to better assess and weigh in on the designs.
- Mr. Banfic has an excellent professional reputation for his lighting design. Following his lighting recommendations for the decks without seeing his recommendations implemented in a deck first would not pose a significant challenge.
- While there were some concerns about approving designs for four of the decks at once, the designs would be implemented first in Peabody and Chester. This would allow Commissioners and members of the public to provide feedback on the implementation in those two decks, and would allow the Commission to request changes to the plans for the remaining decks if appropriate.

MOTION: Motion by Longe, seconded by Haig:

To approve BCT Design Group's Schematic Designs for the Peabody, Pierce, Park, and N. Old Woodward Parking Garages and authorize City staff and BCT to incorporate the approved concepts into the ongoing comprehensive repair project, including integration into a future bid package.

ROLL CALL VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

12-350-25 Birmingham Museum 2026-2028 Strategic Plan

MD Pielack presented the item and answered a question from the Commission.

MOTION: Motion by Host, seconded by Kolb:

To approve the Birmingham Museum 2026-2028 Strategic Plan.

VOICE VOTE

Ayes: Longe, Baller, Long, Host, Kozlowski, Kolb, Haig

Nays: None

Recused: None

Commission Items for Future Discussion

12-351-25 Arlington, Shirley, and 'Major Road' Designation

The Mayor noted his recusal due to his residence in the discussed area, and left the room.

MPT Long assumed facilitation of the meeting during the Mayor's recusal.

MOTION: Motion by Host, seconded by Kolb:

To discuss the special assessments on Arlington and Shirley, and the City's designation of 'major roads'.

Commissioners raised the following points during discussion:

- This discussion would be premature, since the topic should be evaluated holistically and not on a street-by-street basis.

VOICE VOTE

Ayes: Host, Kolb, Haig

Nays: Kozlowski, Longe, Long

Recused: Baller

Motion failed.

The Mayor rejoined the meeting and resumed facilitation.

Commission discussion on items from a prior meeting

None.

12-351-25 Request for Closed Session Under MCL § 15.268, Sec.8(1)(e) and MCL § 15.268, Sec. 8(1)(d) of the Open Meetings Act

Commissioner Haig noted his recusal from the item.

MOTION: Motion by Long, seconded by Longe:

To meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren, and to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained pursuant to the Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(d).

ROLL CALL VOTE

Ayes: Baller, Host, Kolb, Kozlowski, Longe, Long

Nays: None

Recused: Haig

The Commission entered into closed session at 9:27 p.m., and returned from closed session at 10:30 p.m.

Upon the return from closed session, the Mayor delivered the following statement:

"We've just returned from a closed session in which we discussed attorney-client privileged

information and possible acquisition of real estate. Topic, of course, was the Community House. Since our last meeting, there have been several developments which I would like to outline.

But first, I'd like to direct the community's attention to a book that was published by the Community House itself in 1993, entitled "The Heart of Birmingham: The Community House Story" by Betty and Frank Angelo. This rich and impassioned history of the Community House affirms the City's position in no uncertain terms about the intention of the founders.

And I quote from the 1930 Deed of Trust: "To encourage, engage in, and carry on social, philanthropic and civic activities among and for the residents of the village of Birmingham, Michigan, and to provide and maintain a center, therefore, by acquiring, leasing, purchasing, improving and maintaining adequate real and personal property."

I encourage everyone to read it, and it will be made available on the homepage of the City's website soon, or it is already there.

Since our last meeting, efforts to talk to the Community House management and legal team, which I hasten to add, began well before we filed suit, have continued. As a potential acquirer, we have requested a tour of the building and the opportunity to inspect it and learn about its condition and maintenance cost.

On the legal front, our case has been assigned to the business court of the Oakland Circuit Court, which will hear our request for a temporary restraining order at which both parties, the City and the Community House, will be permitted to speak.

And I want to clarify something: the Court did not deny our request for a temporary restraining order. It simply said it wanted to hear from both parties before ruling on it.

In the community, it is fair to say that the threat of a sale has motivated residents far more than the revitalization effort undertaken by management of the Community House.

We have letters tonight from two groups which will be published in our next Commission packet.

Parents at the Early Childhood Center who want to see the ECC continue have come forward and offered to donate their time and skills to managing the Center and continuing operations.

Another group of residents, with strong ties to the arts and philanthropic communities, passionate about saving the Community House, has formed the 'Visionary Arts Council' to help jumpstart programming and fundraising. This is being led by acclaimed photographer and Birmingham resident Linda Solomon, and you can find her on the internet and join the effort.

Finally, a word to the community: this has always been our house, not the City's house, but the community's house. This is why we filed our lawsuit and it is why we will persist. The

administrators and boards of directors who have come and gone over the home's 100 year history have been mere temporary occupants of what is and always will be the community's house.

To the Senior Men's Club, the Rotary Club, and all the other organizations and individuals who once called the House 'home' and contributed to it mightily, we aim to ensure that it remains the community's house, and we hope and expect that someday you will find it in your hearts to return.

And to all others, young and old, I ask that you join us with optimism and hope in rebuilding a house rich in programming that all of us can call home. Thank you."

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

It was noted that the Commission received three communications from residents that would be included in the next agenda packet.

11. REPORTS

- A. Commissioner Reports
 - i. Notice of Intention to Appoint to the Multi-Modal Transportation Board
 - ii. Notice of Intention to Appoint to the Parks and Recreation Board
- B. Commissioner Comments

The Mayor reported back from a talk given by two Israeli survivors of the October 7 attacks. The talk was hosted by the Jewish Federation of Metro Detroit.

- C. Advisory Boards, Committees, Commissions' Report
- D. Legislation
- E. City Staff

12. ADJOURN

The Commission motioned to adjourn at 10:44 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 12/17/2025

Meeting of 01/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
306999	*	000855	48TH DISTRICT COURT	1,000.00
307000	*	000855	48TH DISTRICT COURT	523,884.00
307001		BDREFUND	5K CONCRETE	100.00
307002	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	1,925.00
307003		006638	ACTION MAT & TOWEL RENTAL, INC	35.36
307004		BDREFUND	AHMED ALKZAR	500.00
307005	*	010109	AL'S ASPHALT PAVING CO.	52,739.78
307006	*	008431	AMCOBI	15,921.00
307007		BDREFUND	Antoni Construction LLC	500.00
307008	*	006759	AT&T	103.39
307009	*	003012	BATTERIES PLUS BULBS	52.19
307010	*	001282	BEAR PACKAGING & SUPPLY INC	568.68
307011		007129	BELFOR PROPERTY RESTORATION	1,263.00
307012		002231	BILLINGS LAWN EQUIPMENT INC.	319.14
307013	*	000524	BIRMINGHAM LOCKSMITH INC	189.22
307014		003526	BOUND TREE MEDICAL, LLC	859.28
307015		BDREFUND	BRICK & LEVEL MASONRY RESTORATION L	100.00
307016	*	006520	BS&A SOFTWARE, INC	2,392.00
307017		BDREFUND	BUILDIT CONSTRUCTION	300.00
307018		BDREFUND	CAPALDI BUILDERS	200.00
307019	*	009809	CAROLINE ROBINSON	332.50
307020	*	000444	CDW GOVERNMENT INC	5,111.13
307021		007134	CERTIFIED POWER, INC	349.65
307022		BDREFUND	CITY ABATEMENT SERVICES	200.00
307023		010167	COBALT COMMUNITY RESEARCH	10,717.50
307024	*	000362	KROGER COMPANY	130.08
307025		009319	COMPTON PRESS INDUSTRIES LLC	3,429.92
307026		000627	CONSUMERS ENERGY	21.00
307026	*	000627	CONSUMERS ENERGY	2,290.28
307027	*	001367	CONTRACTORS CONNECTION INC	179.40
307028		008512	COOL THREADS EMBROIDERY	575.93
307029		008582	CORE & MAIN LP	962.24
307030		003923	CUMMINS SALES AND SERVICE	936.00
307031		BDREFUND	CUSTOM IN GROUND POOLS LLC	1,000.00
307032	*	MISC	DARLENE SCHROEDER	270.00
307033		010022	DAVIS & STATON, INC	160.50
307034		000233	DEAN SELLERS	4,431.46
307035		BDREFUND	DEGRYSE, CHARLES N	200.00
307036		BDREFUND	DEYONKER WINDOW & DOOR CO	500.00
307037		009130	DOG WASTE DEPOT	1,245.24
307038	*	000179	DTE ENERGY	99.87
307039	*	000179	DTE ENERGY	188.85

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
307040	*	000179	DTE ENERGY	2,148.90
307041	*	000179	DTE ENERGY	116.64
307042	*	000179	DTE ENERGY	2,170.61
307043	*	000179	DTE ENERGY	94.72
307044	*	000179	DTE ENERGY	499.04
307045	*	000179	DTE ENERGY	249.14
307046	*	000179	DTE ENERGY	597.70
307047	*	000179	DTE ENERGY	255.67
307048	*	000179	DTE ENERGY	111.46
307049	*	000179	DTE ENERGY	21.99
307050	*	000179	DTE ENERGY	124.43
307051	*	000179	DTE ENERGY	71.73
307052		000179	DTE ENERGY	47.15
307053	*	000179	DTE ENERGY	111.32
307054	*	000180	DTE ENERGY	64,073.92
307055		007505	EAGLE LANDSCAPING & SUPPLY	458.00
307056		004493	ELITE IMAGING SYSTEMS, INC	1,638.25
307057		010008	ELIZABETH C. CHIAPELLI, PLLC	384.00
307058		BDREFUND	EPIC CONCRETE LLC	100.00
307059		001495	ETNA SUPPLY	11,221.69
307060		BDREFUND	EXCLUSIVE CUSTOM HOMES INC	100.00
307061		000585	FARMINGTON COMM. LIBRARY	1,326.01
307062		BDREFUND	FAST SIGNS OF BIRMINGHAM	300.00
307063		BDREFUND	FOUNDATION RESTORATION	100.00
307064		010141	GMES LLC	125.00
307065		BDREFUND	GODO HOMES LLC	2,500.00
307066		BDREFUND	GREAT LAKES LANDSCAPE DESIGN, INC	800.00
307067		000249	GA BUSINESS PURCHASER LLC	356.62
307068		001531	GUNNERS METER & PARTS INC	84.00
307069		003132	HASTINGS AIR-ENERGY CONTROL INC	1,620.59
307070		BDREFUND	HELLER & ASSOCIATES INC	500.00
307071		BDREFUND	HM HOMES LLC	400.00
307072	*	001956	HOME DEPOT CREDIT SERVICES	3,412.62
307073	*	009563	HOWIES HOCKEY INC	99.30
307074		001090	INGRAM LIBRARY SERVICES	15,227.75
307077		000342	INTERSTATE BATTERIES OF SE MICH	148.02
307078		BDREFUND	Invision Group LLC	1,000.00
307079		010082	ISCG	1,153.52
307080		000344	J.T. EXPRESS, LTD.	2,662.67
307081		010065	K & M TIRE INC	1,084.00
307082		BDREFUND	KASTLER CONSTRUCTION INC	1,000.00
307083		010025	KBW CRIMINAL LAW	1,313.70
307084	*	004088	KGM DISTRIBUTORS INC	422.00

City of Birmingham

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Check Number	Early Release	Vendor #	Vendor	Amount
307085		000353	KNAPHEIDE TRUCK EQUIPMENT	126.21
307086		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
307087		BDREFUND	LAKESIDE PRO SERVICES	100.00
307088		000797	THE LIBRARY NETWORK	2,097.00
307089		BDREFUND	LONIK CONTRACTING LLC	400.00
307090		BDREFUND	LYNCH CUSTOM HOMES	1,000.00
307091		010003	MANOOGIAN LAW PLLC	3,697.00
307092	*	009995	MARINA CHUPAC PLLC	526.50
307093	*	000888	MCKENNA ASSOCIATES INC	62,915.45
307094		MISC	MELISSA MCDERMID-WIERCINSKI	65.00
307095		BDREFUND	MERRILLWOOD COLLECTION	200.00
307096		009351	MERRITT CIESLAK DESIGN PLC	12,000.00
307097	*	009085	MGSE SECURITY LLC	230.00
307098	*	009200	MICHAEL MORRISON	900.00
307099		006349	MIDWEST COLLABORATIVE FOR LIBRARY S	15,423.45
307100		002013	MIDWEST TAPE	8,470.13
307101	*	009770	MOBILE COMMUNICATIONS AMERICA INC	740.00
307102	*	001686	OAKLAND CO CLERKS ASSOC	45.00
307103	*	000477	OAKLAND COUNTY	1,146,042.54
307104	*	009478	ODP BUSINESS SOLUTIONS, LLC	978.06
307105		006785	OVERDRIVE, INC.	14,969.13
307106	*	001883	PIONEER DOOR COMPANY INC	185.00
307107		007823	PITNEY BOWES GLOBAL FINANCIAL SERVI	493.83
307108	*	000801	POSTMASTER	370.00
307109		009364	TOTAL RESPONSE	4,478.70
307110		BDREFUND	PREKAJ, KRISTJAN	200.00
307111		BDREFUND	PRIME DEVELOPMENT	200.00
307112		009951	PRINTMASTERS	56.00
307112	*	009951	PRINTMASTERS	234.10
307113	*	009394	RABAA & NACHAWATI PLLC	384.00
307114		BDREFUND	RED ISLAND TACO LLC	200.00
307115	*	010079	RELIANT FIRE APPARATUS OF MICHIGAN	136.77
307116		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
307117		BDREFUND	renewal by anderson	100.00
307118	*	009949	SMALL LAW PLLC	3,968.25
307119	*	010097	ROYALTY PAVEMENT MARKINGS	111,546.75
307120	*	002806	SAM'S CLUB/SYNCHRONY BANK	198.68
307121		MISC	SARA GERMAN	21.38
307122		BDREFUND	SIGNAL RESTORATION SERVICES	300.00
307123		BDREFUND	SKYVIEW DETROIT	300.00
307124		000260	SPARTAN DISTRIBUTORS INC	64.09
307125	*	010166	STICKER GENIUS, LLC	355.61
307126		008697	T-MOBILE USA, INC	165.00

City of Birmingham
Warrant List Dated 12/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
307127	*	MISC	THERESA CARTER	918.84
307128	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,660.00
307129		BDREFUND	TRI PHASE COMMERCIAL CONST LLC	500.00
307130		008632	TURNOUT RENTAL	262.25
307131	*	008941	UPTOWN MARKET OF BIRMINGHAM	155.71
307132	*	009863	US BANK EQUIPMENT FINANCE	69.93
307133	*	000158	VERIZON WIRELESS	76.02
307134	*	000158	VERIZON WIRELESS	149.85
307135	*	000158	VERIZON WIRELESS	153.92
307136	*	000158	VERIZON WIRELESS	459.74
307137		009026	WELLS FARGO VENDOR FIN SERV	129.54
307138	*	010128	WETTLAUFER KATHERINE	207.00
307139		005112	WOLVERINE FREIGHTLINER-EASTSIDE INC	158.26
307140		004512	WOLVERINE POWER SYSTEMS	425.00
SUBTOTAL PAPER CHECK				\$2,159,571.89
<u>ACH TRANSACTION</u>				
14811		003708	AIRGAS USA, LLC	510.00
14812	*	009576	ARAMARK REFRESHMENT SERVICES	94.44
14813	*	001357	ART/DESIGN GROUP LTD	130.00
14814		009609	BALIAN LEGAL, PLC	2,099.50
14815	*	009042	RANDY BEARDEN	25.00
14816	*	007345	BEVERLY HILLS ACE	71.87
14817	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,820,285.04
14818	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
14819		007875	CANFIELD EQUIPMENT SERVICE INC.	4,592.70
14820		009352	CHRISTINA WOODS	106.40
14821	*	009122	CLAIRE CHUNG	662.00
14822	*	007835	SARAH CHUNG	1,178.75
14823		000605	CINTAS CORPORATION	65.54
14824	*	009929	CITY OF BIRMINGHAM #263	1,563.62
14825		001750	COMERICA BANK - RETIREMENT	1,649.50
14825		001750	COMERICA BANK - RETIREMENT	313,287.42
14826		003176	COMERICA BANK - RHC	43.08
14826		003176	COMERICA BANK - RHC	16,682.00
14827		002668	CONTRACTORS CLOTHING CO	2,012.32
14827	*	002668	CONTRACTORS CLOTHING CO	909.82
14828		009920	CORPORATE DINING CONCEPTS	279.00
14829		009840	THOMAS S. KLISE COMPANY, INC	451.25
14830	*	009195	CROWN CASTLE FIBER LLC	6,968.21
14831		009024	D.M. BURR GROUP	4,964.66
14832	*	009557	ZECO, LLC	330.00
14833		006077	DI PONIO CONTRACTING INC	173,168.14
14834		009515	KAMERON DIMITRY	71.40

City of Birmingham
Warrant List Dated 12/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
14835	*	001077	DUNCAN PARKING TECH INC	6,202.35
14836		007684	ELITE TRAUMA CLEAN-UP INC.	70.00
14837	*	009387	FRAIBERG & PERNIE PLLC	5,422.55
14838		010153	FRAIBERG, MATTHEW	384.00
14839	*	000243	GRAINGER	3,027.52
14840	*	001672	HAYES PRECISION INC	90.00
14841		007927	MICHELLE HOLLO	420.00
14842		000331	HUBBELL ROTH & CLARK INC	39,021.82
14843	*	009482	JAMIL KIM	1,600.00
14844	*	002576	JAX KAR WASH	258.00
14845		009249	JCC CREATIVE LLC	200.00
14846		009298	JCR SUPPLY INC	976.42
14847	*	009559	JENETTE MAITZ	1,423.38
14848	*	003458	JOE'S AUTO PARTS, INC.	357.47
14849	*	008827	KANOPY, INC	533.80
14850		010025	KBW CRIMINAL LAW	2,557.09
14851	*	004085	KONE INC	2,086.45
14852	*	005876	KROPF MECHANICAL SERVICE COMPANY	614.25
14853	*	009386	LAW OFFICE OF BRIAN P. FENECH	13,083.00
14854	*	005550	LEE & ASSOCIATES CO., INC.	3,733.70
14855		000795	LIBRARY DESIGN ASSOCIATES, INC.	3,840.00
14856	*	003527	LOWER HURON SUPPLY CO INC	628.06
14857	*	009888	MEGAN BECK	420.37
14858		002013	MIDWEST TAPE	1,022.89
14859	*	001035	MUNICIPAL EMERGENCY SERVICES INC	3,449.37
14860		008336	NBS COMMERCIAL INTERIORS	565.00
14861	*	007856	NEXT	1,390.80
14862		001864	NOWAK & FRAUS ENGINEERS	129,686.00
14863	*	006359	NYE UNIFORM COMPANY	1,814.70
14864	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,000,832.31
14865	*	002767	OSCAR W. LARSON CO.	500.00
14866	*	003963	DAVID PAPANDREA	1,840.00
14867	*	009827	PARKER TECHNOLOGY, LLC	5,970.90
14868	*	005688	PEGASUS ENTERTAINMENT INC	340.00
14869		006027	PENCHURA, LLC	9,935.50
14869	*	006027	PENCHURA, LLC	258.00
14870	*	001753	PEPSI COLA	413.87
14871		000486	PLANTE & MORAN PLLC	780.00
14872		009820	PLUNKETT COONEY	2,250.00
14873	*	001181	ROSE PEST SOLUTIONS	113.00
14874	*	009939	RYAN KATZ	14.70
14875	*	003785	SIGNS-N-DESIGNS INC	116.00
14876		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,277.98

City of Birmingham
Warrant List Dated 12/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
14877	*	004320	TRI-COUNTY POWER RODDING, INC	750.00
14878		005861	UNIQUE MGMT SERVICE, INC	51.50
14879	*	002974	VILLAGE OF BEVERLY HILLS	83,462.79
SUBTOTAL ACH TRANSACTION				\$3,686,105.70
GRAND TOTAL				\$5,845,677.59

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



Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 01/07/2026

Meeting of 01/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
307141	*	003630	SUN SHADE WINDOW TINTING INC	200.00
307142	*	000627	CONSUMERS ENERGY	15,331.29
307143	*	000179	DTE ENERGY	6,675.61
307144	*	000179	DTE ENERGY	81.42
307145	*	000179	DTE ENERGY	112.60
307146	*	000179	DTE ENERGY	237.21
307147	*	000179	DTE ENERGY	2,302.89
307148	*	000179	DTE ENERGY	65.57
307149	*	000179	DTE ENERGY	416.30
307150	*	000179	DTE ENERGY	7,270.25
307151	*	000179	DTE ENERGY	2,235.61
307152	*	000179	DTE ENERGY	20.11
307153	*	000179	DTE ENERGY	59.46
307154	*	000179	DTE ENERGY	230.89
307155	*	000179	DTE ENERGY	5,306.29
307156	*	000179	DTE ENERGY	3,091.79
307157	*	000179	DTE ENERGY	18.03
307158	*	000179	DTE ENERGY	1,734.80
307159	*	000179	DTE ENERGY	39.65
307160	*	000179	DTE ENERGY	119.93
307161	*	000179	DTE ENERGY	52.19
307162	*	000179	DTE ENERGY	33.65
307163	*	000179	DTE ENERGY	225.79
307164	*	000179	DTE ENERGY	445.38
307165	*	000179	DTE ENERGY	86.18
307166	*	000179	DTE ENERGY	194.00
307167		000179	DTE ENERGY	18.03
307168	*	000179	DTE ENERGY	50.84
307169	*	000179	DTE ENERGY	34.09
307170	*	005430	21ST CENTURY MEDIA- MICHIGAN	960.00
307171	*	000855	48TH DISTRICT COURT	500.00
307172		005705	4IMPRINT, INC	923.87
307173	*	MISC	ABBY SMITH	750.00
307174		006638	ACTION MAT & TOWEL RENTAL, INC	35.36
307175		003431	AIS CONSTRUCTION CO	149,617.61
307176		BDREFUND	ANGILERI, FRANK	100.00
307177	*	006759	AT&T	116.58
307178	*	006759	AT&T	33.99
307179	*	006759	AT&T	240.88
307180	*	006759	AT&T	467.32
307181	*	006759	AT&T	639.44
307182	*	003703	AT&T MOBILITY	1,189.52

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Check Number	Early Release	Vendor #	Vendor	Amount
307183		BDREFUND	BABI CONSTRUCTION INC	100.00
307184		BDREFUND	BCM HOME IMPROVEMENT	100.00
307185		009535	BIRMINGHAM PAPERS	624.00
307186		BDREFUND	BIRMINGHAM PLBG CO INC	100.00
307187		BDREFUND	BOGAERTS II, ALEXANDER V	1,000.00
307188		BDREFUND	BOGAERTS II, ALEXANDER V	400.00
307189		003526	BOUND TREE MEDICAL, LLC	476.84
307190	*	009078	CANON SOLUTIONS AMERICA INC	430.96
307191	*	003904	CAPITAL ONE BANK	6,233.57
307193		008959	CASS COLLISION CLAWSON, INC	1,423.76
307194		BDREFUND	CEDAR RESTORATION INC	100.00
307195		008540	CERTIFIED LABORATORIES	1,397.15
307196		BDREFUND	city contracting services	200.00
307197		009167	COL'S FAMILY RESTAURANT	33.00
307198	*	000979	COMERICA BANK	51,357.82
307199		BDREFUND	COSTELLO AND CO CONSTRUCTION	500.00
307200		BDREFUND	cousins, inc	100.00
307201	*	009145	CREATIVE COLLABORATIONS	3,800.00
307202	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	19.99
307203		BDREFUND	CUTTING EDGE RESTORATIONS	100.00
307204		004386	CYNERGY PRODUCTS	4,016.00
307205	*	009549	DAN'S LAWN MAINTENANCE	3,300.00
307206		000233	DEAN SELLERS	1,569.23
307207	*	000575	DEMCO, INC	330.86
307208		BDREFUND	DEMOSSE & SONS HOME IMPROVEMENT CO	100.00
307209		BDREFUND	Dennis Robert Leach	100.00
307210		BDREFUND	DONATO LANDSCAPE LLC	500.00
307211	*	MISC	DOW JONES & COMPANY INC.	1,323.00
307212		BDREFUND	DREAM HOME ESTATES	500.00
307213	*	000179	DTE ENERGY	215.73
307214	*	000179	DTE ENERGY	2,605.86
307215	*	000179	DTE ENERGY	133.36
307216	*	000179	DTE ENERGY	2,596.19
307217	*	000179	DTE ENERGY	104.46
307218		008164	GARY EISELE	76.30
307219	*	001124	EMPCO INCORPORATED	3,371.90
307220	*	008970	ENCODEPLUS, LLC	4,250.00
307221		001495	ETNA SUPPLY	4,921.36
307222		000585	FARMINGTON COMM. LIBRARY	4,838.00
307223	*	001223	FAST SIGNS	1,714.67
307224	*	000936	FEDEX	52.89
307225		BDREFUND	FINE STROKES MICROBLADING LLC	300.00
307226		006737	FOREMOST PROMOTIONS	321.61

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Check Number	Early Release	Vendor #	Vendor	Amount
307227		005524	FRIENDS OF THE ROUGE	2,200.00
307228		007173	FULLER APPRAISAL, L.L.C.	4,550.00
307229		BDREFUND	GASPAROTTO ROOFING	100.00
307230	*	008007	GREAT LAKES WATER AUTHORITY	8,882.37
307231	*	006666	GRID 4 COMMUNICATIONS INC.	249.48
307232		000726	GUARDIAN ALARM	250.00
307233		001531	GUNNERS METER & PARTS INC	300.00
307234	*	005959	H2O COMPLIANCE SERVICE INC	1,080.00
307235		BDREFUND	HANSONS GROUP LLC	100.00
307236		009782	HERSCH'S INC.	622.89
307236	*	009782	HERSCH'S INC.	1,065.29
307237	*	001956	HOME DEPOT CREDIT SERVICES	440.39
307238	*	009563	HOWIES HOCKEY INC	83.40
307239		009839	IMPACT RESCUE LLC	1,205.00
307240		000342	INTERSTATE BATTERIES OF SE MICH	148.02
307241	*	009401	IRENE S WASSEL	1,512.00
307242		010082	ISCG	7,304.43
307243	*	009403	JUSTIN ZAYID	2,595.00
307244		010025	KBW CRIMINAL LAW	1,825.00
307244	*	010025	KBW CRIMINAL LAW	500.00
307245		000353	KNAPHEIDE TRUCK EQUIPMENT	3,500.00
307246		BDREFUND	KRIS BARICH	100.00
307247	*	000362	KROGER COMPANY	17.08
307248		BDREFUND	LABELLE SASH & SCREEN	100.00
307249	*	009811	LOVATIS OUTDOOR SERVICES LLC	550.00
307250		007910	MACALLISTER RENTALS	1,214.00
307251		009990	MAPLE PRESS PRINTING & DESIGN	5,867.61
307252		BDREFUND	MAPLEWOOD OFFICE PARK LLC	500.00
307253	*	000888	MCKENNA ASSOCIATES INC	109,977.33
307254		BDREFUND	MERRILLWOOD COLLECTION	100.00
307255	*	009200	MICHAEL MORRISON	750.00
307256		002022	MICHIGAN ASSN. OF FIRE CHIEFS	799.00
307257		001660	MICHIGAN CAT	757.83
307258		004687	MICHIGAN DEPT. OF TRANSPORATION	23,032.40
307259		001497	MICHIGAN STATE POLICE	200.00
307260	*	000646	STATE OF MICHIGAN	230.00
307261	*	006461	MID AMERICA RINK SERVICES	1,664.26
307262		006349	MIDWEST COLLABORATIVE FOR LIBRARY S	5,859.57
307263		000230	MIKE SAVOIE CHEVROLET INC	482.75
307264		007163	MOBILE HEALTH RESOURCES	2,083.28
307265	*	007744	MOHAMED F. CHAMMAA	42.00
307266		007915	NENA	152.00
307267		000673	NEW YORK TIMES, THE	7,534.80

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Check Number	Early Release	Vendor #	Vendor	Amount
307268		006723	NEWMIND GROUP, INC	7,392.00
307269		004827	NICK'S MAINTENANCE SERVICE	21,600.00
307270		BDREFUND	NOBLE DEVELOPMENT INC	500.00
307271	*	001484	OAKLAND COUNTY EQUALIZATION	87,187.22
307272	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	282.00
307273	*	009478	ODP BUSINESS SOLUTIONS, LLC	144.33
307274		BDREFUND	PARAMOUNT BUILDING	100.00
307275		BDREFUND	PELLA WINDOWS & DOORS, INC.	200.00
307276		009612	PLAYAWAY PRODUCTS LLC	769.38
307277	*	009367	PRECISION PLUMBING	345.00
307278		009951	PRINTMASTERS	137.15
307278	*	009951	PRINTMASTERS	167.15
307279		BDREFUND	PRM CUSTOM BUILDERS LLC	400.00
307280	*	009745	PROPUMP & CONTROLS INC.	2,929.66
307281		003218	PROQUEST-CSA LLC	5,900.00
307282	*	009394	RABAA & NACHAWATI PLLC	375.00
307283	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
307284		008852	REDGUARD FIRE & SECURITY INC	690.00
307285		010079	RELIANT FIRE APPARATUS OF MICHIGAN	163.89
307286		BDREFUND	RENNER BROS CONSTRUCTION INC	100.00
307287		BDREFUND	RMC CONSTRUCTION	300.00
307288		BDREFUND	ROBB, THOMAS	100.00
307289		BDREFUND	ROGERS, DONALD A	200.00
307290		000218	ROYAL OAK P.D.Q. LLC	275.00
307291	*	002806	SAM'S CLUB/SYNCHRONY BANK	71.20
307292	*	006590	SECURE DOOR, LLC	170.00
307293	*	010174	SEGUIN MORRIS USA INC	2,231.00
307294	*	001551	SESAC	641.00
307295		007142	SHERWIN-WILLIAMS COMPANY	36.57
307296		BDREFUND	SHORES CONSTRUCTION INC	100.00
307297	*	009009	SIGNATURE CLEANING LLC	4,937.99
307298		BDREFUND	SIGNS & MORE	300.00
307299	*	008073	SITEONE LANDSCAPE SUPPLY, INC	273.75
307300		MISC	STELLA ELIZABETH ZIELKE	60.00
307301	*	009201	STEPHEN SHUKWIT	700.00
307302		BDREFUND	THORNTON & GROOMS INC.	100.00
307303		BDREFUND	THREE C'S LANDSCAPING	100.00
307304	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	33,574.00
307305		010172	VERTICAL SUPPLY GROUP INC	1,106.97
307306		BDREFUND	TRI PHASE COMMERCIAL CONST LLC	200.00
307307	*	004379	TURNER SANITATION, INC	290.00
307308	*	001279	US FIGURE SKATING ASSOC.	38.00
307309	*	000158	VERIZON WIRELESS	149.85

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Check Number	Early Release	Vendor #	Vendor	Amount
307310	*	000158	VERIZON WIRELESS	518.16
307311	*	000158	VERIZON WIRELESS	664.74
307312	*	000158	VERIZON WIRELESS	295.62
307313	*	000158	VERIZON WIRELESS	49.27
307314	*	000158	VERIZON WIRELESS	1,226.78
307315		BDREFUND	WALLSIDE INC	500.00
307316		000299	WEINGARTZ SUPPLY CO.	101.97
307317		009026	WELLS FARGO VENDOR FIN SERV	710.95
307318		BDREFUND	WICHLACZ, STEVEN L	100.00
307319		BDREFUND	WINDOW PRO	100.00
307320	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	20,100.00
SUBTOTAL PAPER CHECK				\$708,274.56

ACH TRANSACTION

14880	*	000517	BEIER HOWLETT PC	45,149.09
14881	*	003801	JANA ECKER	1,364.00
14882	*	002284	ABEL ELECTRONICS INC	475.00
14883	*	008649	ROBERT ABRAHAM JR.	750.00
14884	*	007510	GRANT ANKNEY	750.00
14885	*	008009	TREVOR BAKER	750.00
14886	*	009042	RANDY BEARDEN	750.00
14887		010117	BHIP VIGILANTE, LLC	32,831.78
14888		009183	BOB ADAMS TOWING	321.90
14889	*	009095	STEVEN BONORA	750.00
14890	*	009355	SHAUN BROWN	750.00
14891		000902	CENGAGE LEARNING INC	167.93
14892	*	009122	CLAIRE CHUNG	300.00
14893		000605	CINTAS CORPORATION	398.88
14894	*	000605	CINTAS CORPORATION	171.55
14895		000605	CINTAS CORPORATION	107.16
14896	*	000605	CINTAS CORPORATION	917.22
14897		000605	CINTAS CORPORATION	343.36
14898	*	008044	CLUB PROPHET	574.00
14899		002668	CONTRACTORS CLOTHING CO	838.93
14900	*	007638	MARSHALL CRAWFORD	750.00
14901		009840	THOMAS S. KLISE COMPANY, INC	523.34
14902		009873	D/A CENTRAL INC.	1,789.19
14903	*	009557	ZECO, LLC	550.00
14904	*	006999	CHRISTOPHER DEMAN	750.00
14905	*	000565	DORNBOS SIGN & SAFETY INC	466.60
14906	*	001077	DUNCAN PARKING TECH INC	1,490.00
14907		003801	JANA ECKER	524.00
14908		000213	FIRE DEFENSE EQUIP CO INC	60.00
14909	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	985.00

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Check Number	Early Release	Vendor #	Vendor	Amount
14910	*	009697	FLOCK GROUP INC	25,250.00
14911	*	009357	BRENDT FREDERICK	750.00
14912	*	007289	BRIAN FREELS	750.00
14913	*	001023	GABRIEL, ROEDER, SMITH & CO.	18,850.00
14914	*	008648	HUNTER GILICK	750.00
14915	*	008105	JASON GRANROTH	750.00
14916	*	001672	HAYES PRECISION INC	125.00
14917		000331	HUBBELL ROTH & CLARK INC	10,532.69
14917	*	000331	HUBBELL ROTH & CLARK INC	499.36
14918	*	003824	THOMAS I. HUGHES	59.99
14919	*	009303	TREVOR HULBERT	750.00
14920		000948	HYDROCORP	11,393.00
14921	*	008851	INSIGHT INVESTMENT	8,657.77
14922		000261	J.H. HART URBAN FORESTRY	35,580.80
14923		009298	JCR SUPPLY INC	123.22
14924	*	009559	JENETTE MAITZ	437.50
14925	*	003458	JOE'S AUTO PARTS, INC.	1,132.33
14926	*	007244	CHRISTOPHER JUDKINS	750.00
14927	*	007511	ADAM KNOWLES	750.00
14928	*	004085	KONE INC	6,366.36
14929	*	009287	KYLE KRAFT	750.00
14930	*	002438	LAIRD PLASTICS INC	884.00
14931	*	005550	LEE & ASSOCIATES CO., INC.	2,630.40
14932	*	003527	LOWER HURON SUPPLY CO INC	1,164.10
14933	*	009582	MARC SCHWARTZ	750.00
14934	*	009555	STEVEN MCINERNEY	750.00
14935		002013	MIDWEST TAPE	815.30
14936	*	007306	MARK MISCHLE	750.00
14937		009735	NATHAN BARANSKI	112.00
14938		008336	NBS COMMERCIAL INTERIORS	1,040.00
14939		001194	NELSON BROTHERS SEWER	428.00
14940	*	009096	RYAN NEUVILLE	750.00
14941	*	009276	NEWTONS SOLUTIONS LLC	1,150.00
14942	*	007856	NEXT	855.00
14943	*	009706	NORTHSTAR MAT SERVICE	444.82
14944	*	006359	NYE UNIFORM COMPANY	798.90
14945	*	002767	OSCAR W. LARSON CO.	2,027.28
14946	*	009204	OWEN BACHUSZ	750.00
14947	*	003963	DAVID PAPANDREA	750.00
14948		008028	PK SAFETY SUPPLY	768.85
14949		000486	PLANTE & MORAN PLLC	41,881.25
14950		008866	PRECISION CONCRETE CUTTING INC	27,928.46
14951		002852	QMI GROUP INC	155.60

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Check Number	Early Release	Vendor #	Vendor	Amount
14952		006729	QUENCH USA INC	470.85
14953	*	008875	JESSICA RAK	750.00
14954	*	003554	RKA PETROLEUM	11,707.43
14955	*	001181	ROSE PEST SOLUTIONS	663.00
14956	*	007898	JEFFREY SCHEMANSKY	750.00
14957	*	005876	KROPF MECHANICAL SERVICE COMPANY	637.00
14958	*	009305	JEREMY SHULTZ	750.00
14959	*	003785	SIGNS-N-DESIGNS INC	4,119.00
14960	*	006591	MICHAEL SLACK	750.00
14961	*	007899	NICHOLAS SLANDA	750.00
14962	*	003466	ALAN SOAVE	750.00
14963		000254	SOCRRA	172,639.00
14964	*	007245	NICK SOPER	750.00
14965	*	009356	JUSTIN STRASSBURG	750.00
14966		000273	TERMINAL SUPPLY CO.	132.44
14967	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
14968		009708	JEREMY TURNER	750.00
14969	*	000969	VIGILANTE SECURITY INC	995.64
14970	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,864.00
14971	*	007900	RYAN WISEMAN	750.00
SUBTOTAL ACH TRANSACTION				\$509,973.24
GRAND TOTAL				\$1,218,247.80

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

Planning Department

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Nick Dupuis, Planning Director
SUBJECT: Set Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment and Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment and Final Site Plan & Design Review request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the recently opened Restoration Hardware development.

BACKGROUND:

On May 28, 2025 ([Agenda](#) – [Minutes](#)), the Planning Board moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant’s statements as to the way in which deliveries function at the present time that were made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and to recommend that the City Commission approval the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or other-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments.

On June 10, 2025 ([Agenda](#) – [Minutes](#)), the Board of Zoning Appeals moved to grant a dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions.

On August 25, 2025 ([Agenda](#) – [Minutes](#)), the City Commission moved to adjourn the original public hearing after having postponed it once before to await an executed Special Land Use Permit Contract. In addition, the City Commission moved to require the applicant to cover the cost of the additional noticing that will be required to reset the public hearing.

At this time, the City has received the executed contract and has communicated to the applicant that they will be receiving an invoice to reimburse the City for all notice costs associated with the new public hearing.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted. All costs associated with the original notices for each public hearing were covered in the application fees, and the applicant will be required to cover the cost of the additional notices required for this public hearing, thus creating no deficits or additional cost burdens for the City.

SUSTAINABILITY:

There are no direct sustainability considerations related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

DESIGN CONSIDERATIONS:

The design of the building and general site is not proposed to change as a part of the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on May 28, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were provided in advance of the public hearings at the City Commission on July 28, 2025 and August 25, 2025. A new round of similar public notices will be provided in advance of the public hearing at the City Commission on February 9, 2026.

SUMMARY:

The Planning Department requests that the City Commission set a public hearing date of February 9, 2026 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

ATTACHMENTS:

1. Special Land Use Permit Amendment Resolution 2026 - Daxton
2. Special Land Use Permit Contract 2026 - Daxton
3. Site/Design Plans
4. Planning Board Report - May 28, 2025
5. Board of Zoning Appeals Case Description - June 10, 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 9, 2026 to consider the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor.

Daxton Hotel
298 S. Old Woodward
Special Land Use Permit Amendment 2026

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for the Daxton Hotel at 298 S. Old Woodward on October 28, 2019 and amended the Special Land Use Permit on January 10, 2022;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in May 2025 for approval to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward, north of Brown St.;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, The Daxton Hotel will continue to engage in alcoholic beverage sales for on premise consumption with no changes in operation or use of the existing liquor license;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Birmingham Planning Board on May 28, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant's statements as to the way in which deliveries function at the present time that were made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and to recommend that the City Commission approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or similar-sized vehicles that deliver within the lower floor parking facility on-site;
2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments.

WHEREAS, The Birmingham Board of Zoning Appeals on June 10, 2025 granted the dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions;

WHEREAS, The Birmingham City Commission has conducted a public hearing on February 9, 2026 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, subject to the conditions below, and that the Daxton Hotel's application for a Special Land Use Permit Amendment and Final Site Plan & Design Review at 298 S. Old Woodward is hereby approved.

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Daxton Hotel shall abide by all provisions of the Birmingham City Code.
2. Daxton Hotel shall comply with the approved site and design plans and any amendments thereto.
3. The variance granted by the Board of Zoning Appeals is tied to the approved site plans. Any change made to the approved site plans may nullify the variance that was granted and require the Daxton Hotel to pursue a new variance request.
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, the Daxton Hotel and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of the Daxton Hotel to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED that the Daxton Hotel is recommended for approval of a modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor at 298 S. Old Woodward, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 9, 2026.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT AMENDMENT 298 S. OLD WOODWARD – DAXTON HOTEL

This Contract is entered into this _____ day of _____, 2025 by and between **WOODWARD BROWN VENTURES, LLC**, whose address is 6400 Telegraph Rd. Ste. 2000, Bloomfield Hills MI 48301 (hereinafter referred to as "Daxton Hotel"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, The City Commission granted Special Land Use Permit and Final Site Plan and Design Review approval for the Daxton Hotel at 298 S. Old Woodward on October 28, 2019 and amended the Special Land Use Permit on January 10, 2022;

WHEREAS, A Special Land Use Permit Amendment and Final Site Plan & Design Review application was filed in May 2025 for approval to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward, north of Brown St.;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, The Daxton Hotel will continue to engage in alcoholic beverage sales for on premise consumption with no changes in operation or use of the existing liquor license;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Birmingham Planning Board on May 28, 2025 reviewed the application for Special Land Use Permit Amendment and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated May 28, 2025, and the applicant's statements as to the way in which deliveries function at the present time made on the record, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit Amendment and Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant may only receive deliveries at the hotel through van or similar-sized vehicles that deliver within the lower floor parking facility on-site;

2. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and,
3. The applicant must comply with the requests of all City Departments,

WHEREAS, The Birmingham Zoning Board of Appeals on June 10, 2025 granted the dimensional variance of 1 usable off-street loading space with a condition that should the compactor no longer be required that the loading space be returned to the required dimensions;

WHEREAS, The Birmingham City Commission has conducted a public hearing on July 28, 2025 and has reviewed the Special Land Use Permit Amendment and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. Daxton Hotel will continue to 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. Daxton Hotel 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 Daxton Hotel shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Daxton Hotel 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. Daxton Hotel acknowledges that no modifications to the site plan, floor 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, remodeling, changes in the number of interior or exterior seats, etc.

4. Daxton Hotel 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.

5. Daxton Hotel 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.

6. Daxton Hotel agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

7. Daxton Hotel 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 Daxton Hotel from operating the establishment. Daxton Hotel 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. Daxton Hotel 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.

8. To the fullest extent permitted by law, Daxton Hotel and any entity or person for whom Daxton Hotel 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 Daxton Hotel's operation of an establishment at the Property. Daxton Hotel is not liable if the act or omission is the City's.

9. In the event Daxton Hotel 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.

10. 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.

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

12. 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.

13. 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:

1. Daxton Hotel shall abide by all provisions of the Birmingham City Code.
2. Daxton Hotel shall comply with the approved site and design plans and any amendments thereto.
3. The variance granted by the Board of Zoning Appeals is tied to the approved site plans. Any change made to the approved site plans may nullify the variance that was granted and require the Daxton Hotel to pursue a new variance request.
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Daxton Hotel has been given notice and a hearing.

15. Except as herein specifically provided, Daxton Hotel and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Daxton Hotel 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.

16. Daxton Hotel is recommended for the continued operation of an establishment serving alcoholic beverages for on premise consumption and the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor, above all others, subject to final inspection.

17. 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 Daxton Hotel. 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.

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

WOODWARD BROWN VENTURES, LLC (Daxton Hotel)

By: [Signature]
Its: _____
Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 15th day of December, 2025, before me personally appeared Mark Mitchell who acknowledged that with authority on behalf **WOODWARD BROWN VENTURES, LLC** to do so signed this Agreement.

Sherrí Dagastino

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



CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

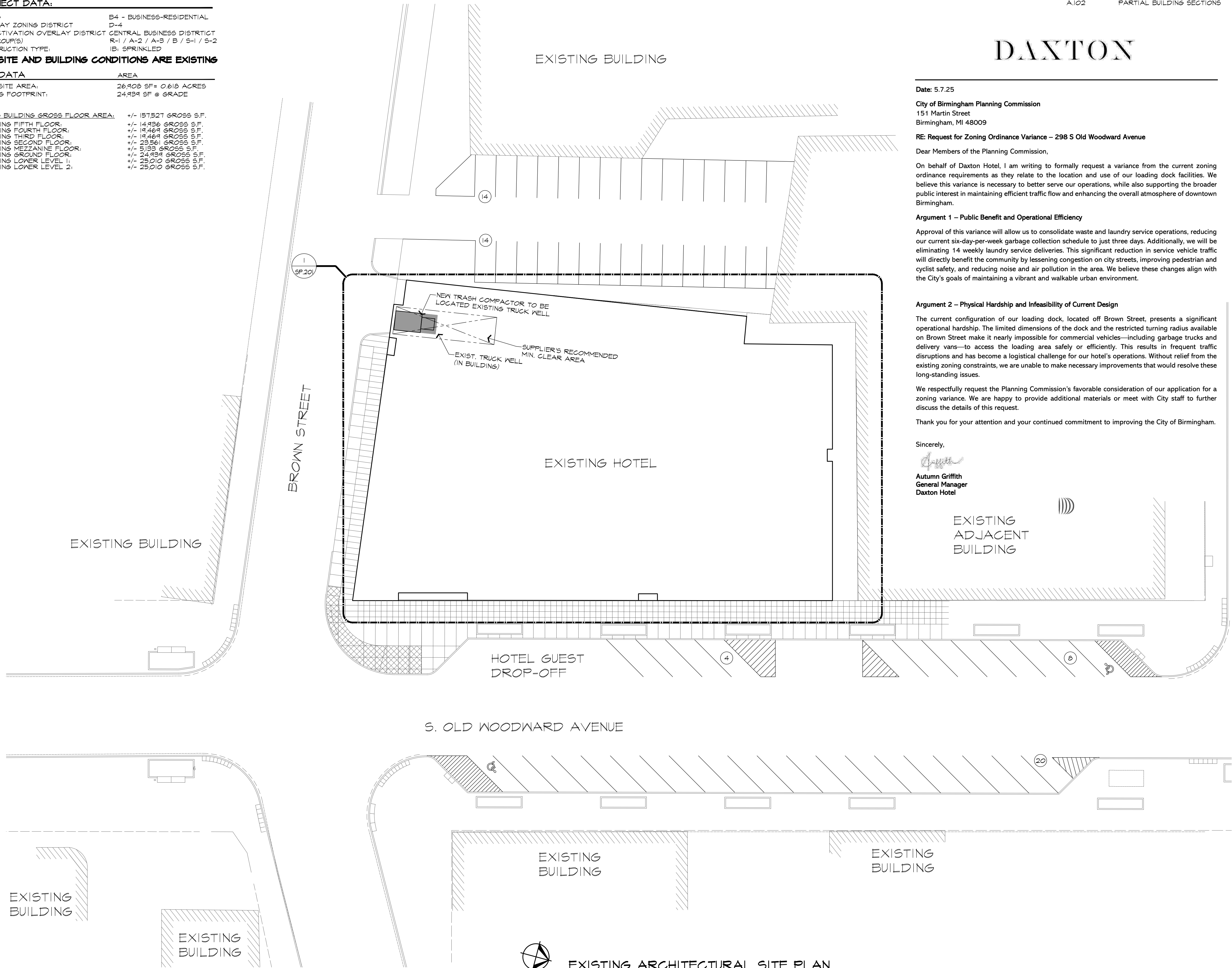
[Signature]
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

Mary M. Kucharek
Mary M. Kucharek, City Attorney w/perm
(Approved as to form) TNG

PROJECT DATA:
ZONING: B4 - BUSINESS-RESIDENTIAL
OVERLAY ZONING DISTRICT: D-4
VIA ACTIVATION OVERLAY DISTRICT: CENTRAL BUSINESS DISTRICT
USE GROUP(S): R-1 / A-2 / A-3 / B / S-1 / S-2
CONSTRUCTION TYPE: IB: SPRINKLED
ALL SITE AND BUILDING CONDITIONS ARE EXISTING

SITE DATA: AREA
TOTAL SITE AREA: 26,908 SF ± 0.618 ACRES
BUILDING FOOTPRINT: 24,434 SF @ GRADE

EXISTING BUILDING GROSS FLOOR AREA: +/- 157,527 GROSS S.F.
EXISTING FIFTH FLOOR: +/- 14,936 GROSS S.F.
EXISTING FOURTH FLOOR: +/- 14,464 GROSS S.F.
EXISTING THIRD FLOOR: +/- 14,464 GROSS S.F.
EXISTING SECOND FLOOR: +/- 23,561 GROSS S.F.
EXISTING MEZZANINE FLOOR: +/- 5,153 GROSS S.F.
EXISTING GROUND FLOOR: +/- 24,954 GROSS S.F.
EXISTING LOWER LEVEL 1: +/- 25,010 GROSS S.F.
EXISTING LOWER LEVEL 2: +/- 25,010 GROSS S.F.



SHEET INDEX

SP.101	EXISTING SITE PLAN
SP.201	TRASH COMPACTOR LOCATION AND INFORMATION
A.100	AFFECTED AREA LIFE SAFETY FLOOR PLAN
A.101	ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN
A.102	PARTIAL BUILDING SECTIONS

DAXTON

Date: 5.7.25

City of Birmingham Planning Commission
151 Martin Street
Birmingham, MI 48009

RE: Request for Zoning Ordinance Variance – 298 S Old Woodward Avenue

Dear Members of the Planning Commission,

On behalf of Daxton Hotel, I am writing to formally request a variance from the current zoning ordinance requirements as they relate to the location and use of our loading dock facilities. We believe this variance is necessary to better serve our operations, while also supporting the broader public interest in maintaining efficient traffic flow and enhancing the overall atmosphere of downtown Birmingham.

Argument 1 – Public Benefit and Operational Efficiency

Approval of this variance will allow us to consolidate waste and laundry service operations, reducing our current six-day-per-week garbage collection schedule to just three days. Additionally, we will be eliminating 14 weekly laundry service deliveries. This significant reduction in service vehicle traffic will directly benefit the community by lessening congestion on city streets, improving pedestrian and cyclist safety, and reducing noise and air pollution in the area. We believe these changes align with the City's goals of maintaining a vibrant and walkable urban environment.

Argument 2 – Physical Hardship and Infeasibility of Current Design

The current configuration of our loading dock, located off Brown Street, presents a significant operational hardship. The limited dimensions of the dock and the restricted turning radius available on Brown Street make it nearly impossible for commercial vehicles—including garbage trucks and delivery vans—to access the loading area safely or efficiently. This results in frequent traffic disruptions and has become a logistical challenge for our hotel's operations. Without relief from the existing zoning constraints, we are unable to make necessary improvements that would resolve these long-standing issues.

We respectfully request the Planning Commission's favorable consideration of our application for a zoning variance. We are happy to provide additional materials or meet with City staff to further discuss the details of this request.

Thank you for your attention and your continued commitment to improving the City of Birmingham.

Sincerely,

Autumn Griffith
Autumn Griffith
General Manager
Daxton Hotel

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
COMPACTOR REVISION	5-20-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL DESIGN

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC.
24001 ORCHARD LANE RD., STE. 100A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

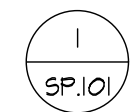
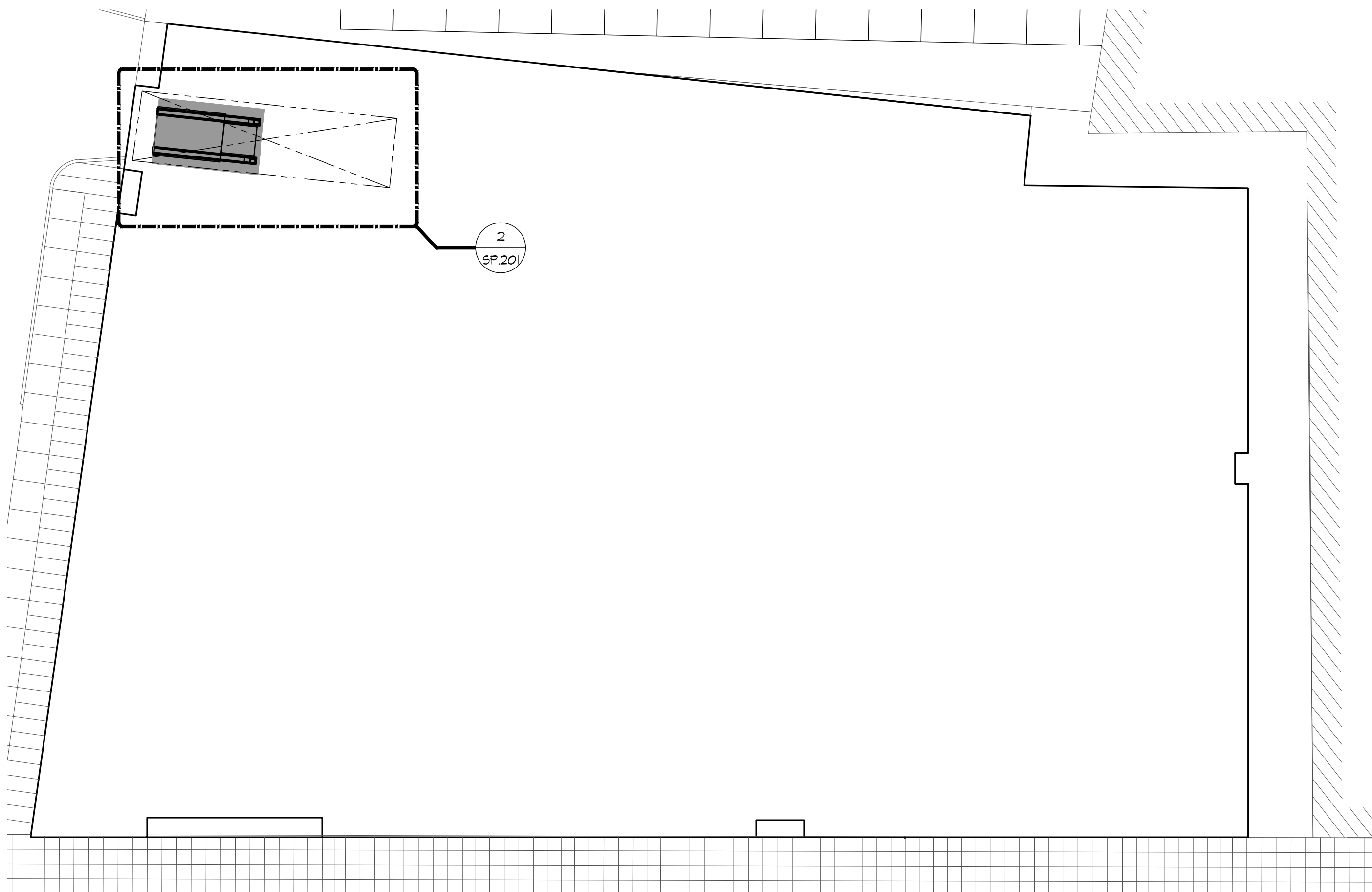
SCALE : 1" = 20'-0"

FILE NAME : 24085_SP.101

JOB # : 24085

SHEET TITLE
EXISTING
ARCHITECTURAL
SITE PLAN
SHEET #

SP.101



BUILDING KEY PLAN
NOT TO SCALE

GENERAL TRASH COMPACTOR NOTES:

- 1) STEEL TRACKS BY OTHERS. STEEL CONTRACTOR TO VERIFY LENGTH, SIZE, DIMENSIONS OF STEEL AND TO VERIFY LOCATION WITH OWNER, CONTRACTOR AND TRASH COMPACTOR SUPPLIER.
- 2) SPECIFICATIONS FOR TRASH COMPACTOR - SEE THIS SHEET
- 3) SUPPLIER AND CONTRACTOR TO VERIFY ALL MINIMUM MANUFACTURER'S CLEAR AREAS.
- 4) TRASH REMOVAL AS SCHEDULED PER OWNER AND SANITATION COMPANY.

SC-20 Self-Contained Compactor

Specifications	
Manufacturer's Rated Size	1.50 Cubic Yards
Rated Size	1.30 Cubic Yards
Cycle Time	35 Seconds
Capacity Per Hour	133.71 Yards
Clear Top Opening (L x W)	30 5/8" x 57 1/2"
Ram Face Dimensions (W x H)	59 3/4" x 29 3/4"
Ram Penetration	12"
Cylinder Bore, Rod & Stroke	(Twin) 4" x 2" x 36"
Operating Pressure	
Normal	1500 PSI
Maximum	2000 PSI
Ram Force Rating	
Normal	18.34 PSI / 32,744 Lbs
Maximum	24.46 PSI / 43,658 Lbs
Motor (HP)	10 HP
Pump (GPM)	12 GPM
Tank Capacity	20 Gallons
Shipping Weight	10,100 Lbs (approx)
Construction	
Frame	
Floor - AR Plate	1/2"
Floor Plate Supports	3"- 4.1 Lb Channel
Side Plates	1/4"
Side Reinforcements	2"x4"x1/4" Tube
Breaker Bar	4" x 4" x 3/8" Tube
Ram Hold Down Bars	1 1/4" x 1 1/4" Bar
Ram	
Face Plate	3/4"
Floor - AR Plate	1/2"
Side Plates	3/8"
Top Plate	1/4"
Sliding Plate	3/8"

Installation Requirements

- Minimum Recommended Requirements:
- > Concrete Pad: 10' x 20' (May be made larger to suit)
 - > 4,000 PSI Reinforced, 6" Thick
- Minimum Clearance Requirements:
- > 12" From Back of Compactor to Wall
 - > 36" From Right & Left of Compactor to Wall

LEFT		RIGHT	
10'-0" MINIMUM		10'-0" MINIMUM	
Voltage	Amperage	Fuse	
208	60	50	
240	60	40	
480	30	20	

Standard Features

- > 80% & 100% Full Indicator Lights
- > Quick Disconnect Hydraulic Hoses
- > Pressure Gage
- > NEMA 4 Control Enclosure
- > Guide Rails & Stops
- > 4-Inch Clean Out

Available Options

- > Hoppers & Enclosures - Any Configuration
- > Interlock and Security Doors
- > Oil Heater
- > Power Unit Cover
- > Remote Operation
- > Custom Sizes

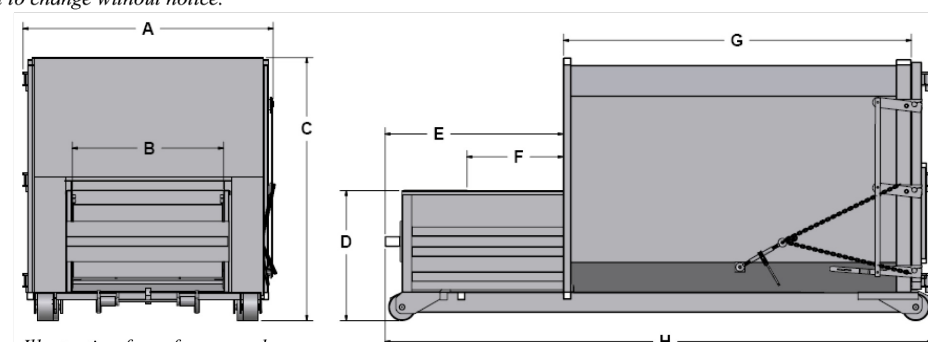


Illustration for reference only

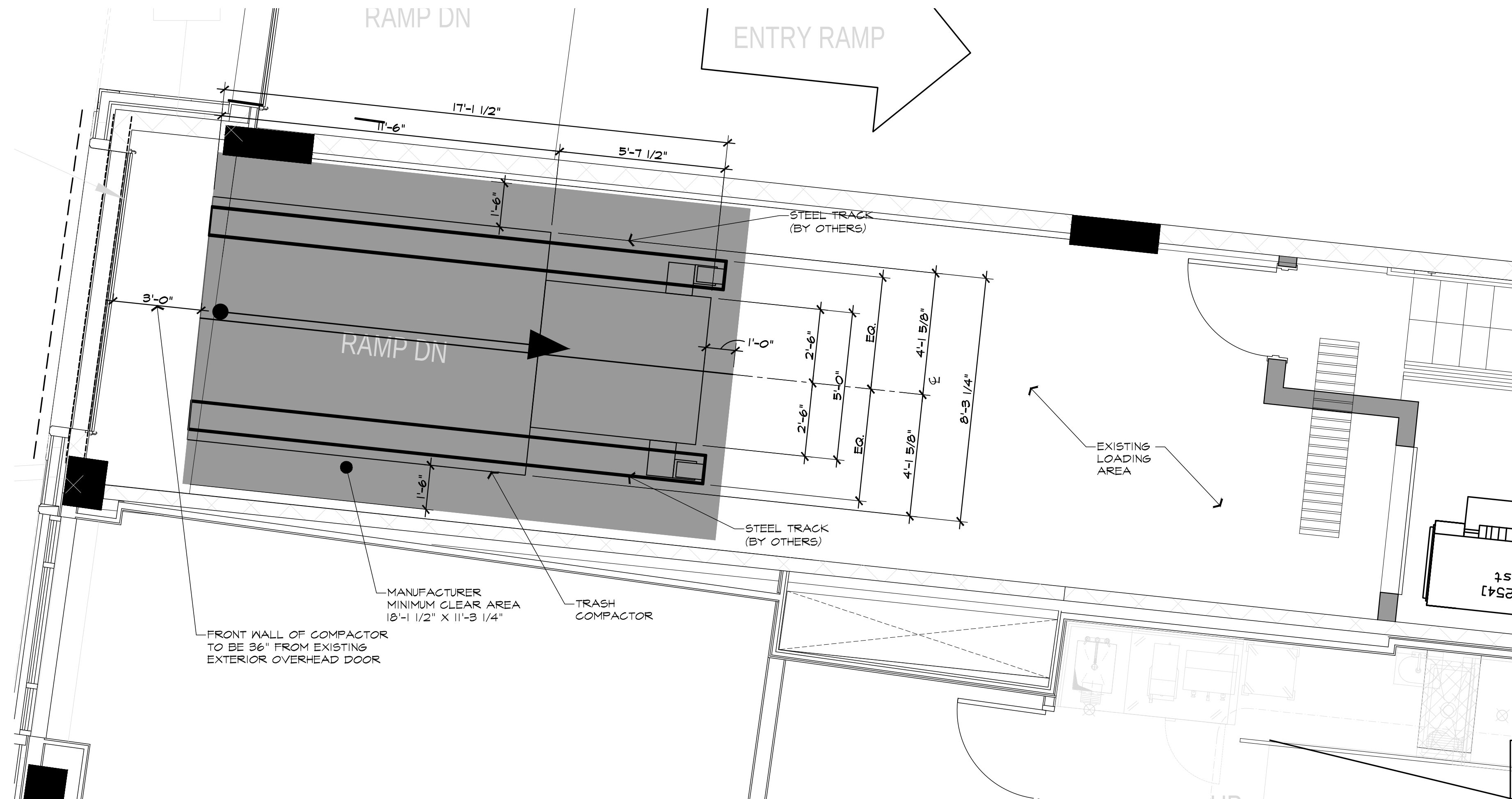
A	B	C	D	E	F	G	H	Capacity
99 1/4"	60"	104 1/2"	52"	71"	30 5/8"	138"	217 1/2"	20-Yard



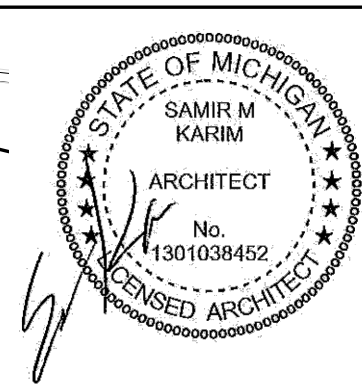
385 Sumpter Road • Belleville • MI 48111-2932 • Phone (734) 699-5561 • Fax (734) 699-0360
P.O. Box 68 • Belleville • MI 48112-0068
On the Web at: <http://www.contractwelding.com>

Distributor

02/07 REV1



TRASH COMPACTOR LOCATION PLAN
SCALE: 3/8" = 1'-0"



PROPOSED INTERIOR RENOVATION FOR:

DAXTON HOTEL

298 S. OLD WOODWARD AVE

BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

SCALE : VARIES

FILE NAME : 24085_SP20

JOB # : 24085

SHEET TITLE
TRASH COMPACTOR
LOCATION AND
INFORMATION
SHEET #

SP.201

CODE REVIEW & BLDG ANALYSIS:

THE BUILDING PLANS ARE BEING SUBMITTED STORAGE ROOM RENOVATION TO BE TURNED INTO A LAUNDRY SERVICE ROOM. ALL LAUNDRY SHALL BE WHEELED IN FOR CLEANING. THERE SHALL BE NO LAUNDRY CHUTE IN THIS ROOM OR AREA.

- I. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE.
- *MICHIGAN BUILDING CODE 2015
 - *ICC/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1966 AS AMENDED
 - *MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
 - *MICHIGAN PLUMBING CODE 2021 (M.P.C.)
 - *FIRE SUPPRESSION NFPA 13-2013
 - *FIRE ALARM NFPA 72-2012
 - *INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
 - *MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.)
 - *ANSI/ASHRAE/IESNA STANDARD 90.1 1999 EDITION
 - *MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
 - *INTERNATIONAL FIRE CODE 2015 (I.F.C.)
 - *PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

FLOOR AREA (MBC):

GROUND LEVEL
PROPOSED AREA OF WORK 5541 SF

AFFECTED OCCUPANT LOAD:
LAUNDRY ROOM #101 - 264 / 300 S.F. = 1 OCC.
IRONING ROOM #102 - 216 / 300 S.F. = 1 OCC.

AFFECTED OCCUPANCY LOAD = 2 OCC.
TOTAL OCCUPANCY LOAD = 226 OCCUPANTS (DOES NOT CHANGE FROM EXISTING)

EXITS
AFFECTED EXIT - 36" WIDE EXIT DOOR @ 1.5" PER OCC. FACTOR = 240 OCC. ALLOWED
226 OCC. < 240 OCC. - COMPLIES

EXIT ACCESS TRAVEL DISTANCE
5'-1" USE GROUP = 250' ALLOWED (SPRINKLED BLDG.)
5'-1" USE GROUP = 154'-6 3/8" PROVIDED (SPRINKLED BLDG.) - COMPLIES

PLUMBING
PLUMBING CALCULATIONS NOT AFFECTED - TOTAL SAME OCCUPANCY COUNT BEFORE AND AFTER RENOVATION

DEMOLITION NOTES:

- CONTRACTOR TO VERIFY THAT ALL EXISTING UTILITIES ARE SHUT OFF PRIOR TO THAT PHASE OF DEMOLITION. COORDINATE WITH LOCAL UTILITY COMPANIES AS NECESSARY.
- ALL TRADES ARE TO USE GFCI FOR ELECTRICAL USE DURING DEMO WORK.
- CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO START OF DEMOLITION AND CONSTRUCTION.
- EXISTING FIELD CONDITIONS MAY VARY FROM ARCHITECTURAL DRAWINGS. IF THERE ARE DISCREPANCIES BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, CONTRACTOR SHALL CONTACT ARCHITECT IMMEDIATELY.
- REMOVE EXISTING CONSTRUCTION AS INDICATED. TYPICAL WALL REMOVAL INCLUDES MECHANICAL, PLUMBING, COMMUNICATIONS, INFORMATION SYSTEMS, AND ELECTRICAL SYSTEMS CONTAINED THERE IN. REMOVE DOORS, FRAMES, FINISHED AND OTHER FIXTURES AS REQUIRED AFTER REMOVAL OF PIPE CHASES, PATCH HOLES IN EXISTING FLOORS OR WALLS THAT REMAIN TO MEET ORIGINAL STRUCTURAL REQUIREMENTS. PATCH ADJOINING WALLS, FLOOR AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH.
- THE EXISTING BUILDING ENVELOPE SHALL BE MAINTAINED IN WATER TIGHT CONDITION AT ALL TIMES THROUGHOUT ALL PHASES OF CONSTRUCTION.
- REMOVE ALL EXISTING PARTITIONS, INTERIOR & EXTERIOR AS SHOWN AS DASHED LINES.
- DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
- REMOVE ALL ITEMS, ELEMENTS OF CONSTRUCTION AND EQUIPMENT INDICATED, NOTED OR SHOWN AND AS REQUIRED TO FACILITATE INSTALLATION OF THE NEW WORK. REMOVE FROM BUILDING SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATION. TRANSPORT AND LEGALLY DISPOSE OF OFF SITE. VERIFY ACCEPTABLE LOCATION OF DUMPSTER WITH CITY.
- REMOVE ALL ABANDONED DUCTWORK, PIPING, CONDUITS, HANGERS, SUPPORTS, FASTENERS, ETC.
- ALL EXISTING CONSTRUCTION INDICATED TO REMAIN THAT IS DISTURBED BY CONTRACT WORK (ALL TRADES) SHALL BE RESTORED AND PATCHED. PATCHING WORK SHALL MATCH EXISTING WORK, INCLUDING MATERIAL, COURSING (WHERE APPLICABLE), FINISH, AND CHARACTER.
- ANY DAMAGE TO EXISTING STRUCTURE SHALL BE REPAIRED TO MATCH EXISTING.
- ALL EXISTING WALLS, WHERE APPLICABLE, TO BE SCRAPED, SANDED, TUCK-POINTED & PREPARED FOR PAINTING, PARING, OR NOTED FINISH. FIELD VERIFY EXACT LOCATIONS.
- CAP ALL EXISTING PLUMBING LINES NOT REQUIRED FOR NEW INSTALLATIONS.
- TERMINATE ALL EXISTING ELECTRICAL LINES NOT REQUIRED FOR NEW INSTALLATIONS.
- REMOVE ALL EXISTING FLOOR AND ADHESIVES. REPAIR ANY DAMAGED FLOOR TO A SMOOTH LEVEL SURFACE FOR FUTURE NEW FINISHES.
- REMOVE AND SALVAGE ALL STAINLESS STEEL FINISHES AND OTHER PRECIOUS METALS FOR RECYCLING.
- PATCH AND REPAIR EXISTING ROOF IF NECESSARY DUE TO THE REMOVAL OF ANY ITEMS (INCLUDING EXHAUST FANS & ETC) WHICH CAUSE A ROOF PENETRATION.

GENERAL CONSTRUCTION NOTES:

- DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY (TO FACE OF GYP. BD. ON MTL. STUDS & TO FACE OF UNFINISHED BLOCK WALLS). IF DIMENSIONS ARE IN QUESTION THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH THE WORK.
- GENERAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATIONS OF DUCTS, PIPING BOXES, CHASES, CONDUITS, ETC.
- VERIFY LOCATION OF ALL EQUIPMENT AND VERIFY SIZES, WALL OPENINGS, AND SUPPORT REQUIREMENTS WITH MANUFACTURER. PROVIDE OPENINGS, BRACING AND REINFORCEMENT AS REQUIRED BY MANUFACTURER
- POINT LOADS SHALL NOT BE ALTERED W/ OUT NOTIFYING ARCHITECT.
- ALL DOORS TO COMPLY WITH THE 2015 EDITION OF THE MICHIGAN BUILDING CODE SECTION 1010 AND ICC/ANSI A117.1-2009 SECTION 404.2.
- THIS BUILDING HAS AN AUTOMATIC SPRINKLER SYSTEM. ALL INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS SHALL HAVE CLASS 'B' INTERIOR WALL AND FINISHES. ALL CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES. ROOMS AND ENCLOSED SPACES SHALL HAVE CLASS 'C' INTERIOR WALL AND FINISHES.
- ALL GYPSUM BOARD MATERIALS AND ACCESSORIES SHALL CONFORM TO THE APPROPRIATE STANDARDS IN ACCORDANCE WITH TABLE 2506.2 MBC 2015
- DOOR HANDLES, PLUS LATCH, LOCKS, AND OTHER OPERATING MAXIMUM HEIGHT OF 34"-48" ABOVE FINISH FLOOR. OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. ALL MEANS OF EGRESS WHERE SERVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS. THE OPENING FORCE FOR INTERIOR SIDE-SWING DOORS WITH- OUT CLOSERS SHALL NOT EXCEED 5-POUND FORCE. FOR ALL OTHER SIDE-SWING, SLIDING AND FOLDING DOORS, THE DOOR LATCH SHALL RELEASE WHEN SUBJECT TO A 15-POUND FORCE. THE DOOR SHALL SWING TO A FULL-OPEN POSITION WHEN SUBJECTED TO A 15 POUND FORCE. FORCES SHALL BE APPLIED TO THE LATCHSIDE..
- ALL MEANS OF EGRESS DOORS SHALL BE READILY OPERABLE FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE, OR EFFORT.
- ALL EXIT DOORS & MEANS OF EGRESS DOORS SHALL BE SIDE HINGED, NON-LOCKING & SWING IN DIRECTION OF EGRESS.
- ALL GLASS SHALL BE SAFETY GLASS AS REQ'D PER SECTION 2406.4 AND SHALL PASS THE TEST REQMTS. OF GFSC 16 CFR, PART 1201.
- EGRESS SIGNAGE SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED AT ALL TIMES. SIGNS SHALL STAY LIT MINIMUM 90 MINUTES DUE TO POWER OUTTAGE.
- SUSPENDED CEILING GRID SYSTEM SHALL COMPLY WITH MBC SECTION 803.11.
- ALL PENETRATIONS IN WALLS FOR PIPING, CONDUIT, ETC. SHALL BE SEALED.
- A PORTABLE FIRE EXTINGUISHER MUST BE PRESENT DURING CONSTRUCTION. PERMANENT PORTABLE FIRE EXTINGUISHER LOCATIONS TO BE DETERMINED PER I.F.C. AND FIELD BUILDING INSPECTOR.
- ALL EXIT DISCHARGE DOORS TO CONTAIN A TACTILE SIGN (TS) STATING "EXIT" COMPLYING WITH ICC A117.1 SECTION 103.3 AS REQ'D BY MBC 2015 SECTIONS 1111.3 (ITEM #2) AND 1013.3. LOCATION OF SIGNS SHALL BE ALONGSIDE THE DOOR AT THE LATCH SIDE, ON THE INACTIVE LEAF OF DOUBLE DOOR, ON THE RIGHT HAND DOOR OF DOUBLE ACTIVE DOORS OR ON NEAREST ADJACENT WALL WHERE NO WALL IS ADJACENT TO LATCH SIDE OF DOOR. HT OF CHARACTERS SHALL BE 48" AFF TO BASELINE OF LOWEST TACTILE CHARACTER AND 60" AFF TO BASELINE OF HIGHEST.
- "EXIT" SIGNS SHALL HAVE RED LETTERS AT LEAST 6" HIGH AND THE MINIMUM WIDTH OF EACH STROKE SHALL BE 3/4" ON A WHITE BACKGROUND OR IN OTHER APPROVED DISTINGUISHABLE COLOR. THE WORD "EXIT" EXCEPT THE LETTER "I" SHALL HAVE LETTERS HAVING A WIDTH NOT LESS THEN 2 INCHES AND THE MINIMUM SPACING BETWEEN LETTERS SHALL NOT BE LESS THAN 3/8" OF AN INCH. SIGNS LARGER THAN THE MINIMUM SIZE REQUIRED SHALL HAVE LETTERS WIDTH AND SPACING IN THE SAME PROPORTION TO THE HEIGHT AS INDICATED IN THIS CODE. IF AN ARROW IS PROVIDED AS PART OF AN "EXIT" SIGN, THE CONSTRUCTION SHALL BE SUCH THAT THE ARROW CANNOT BE READILY CHANGED. THE WORD "EXIT" SHALL BE CLEARLY DISCERNIBLE WHEN THE SIGN IS ILLUMINATION MEANS IS NOT ENERGIZED.
- REPAIR AND PATCH WALLS / FLOORS AS NEEDED.
- PER AHJ HOTELS TO HAVE PORTABLE FIRE EXTINGUISHERS PER ALL APPLICABLE CODES.
- ALL FINISHES BY OWNER AND CONTRACTOR.
- SOUND BATTS IN INTERIOR WALLS.
- NOT USED.
- NOT USED.
- ALL METAL STUD WALLS THAT RUN TO UNDERSIDE OF FLOOR/ROOF DECK TO HAVE A DEFLECTION TRACK AT TOP OF WALL.

SHEET INDEX

SP.101
A.100
A.101
A.102

EXISTING SITE PLAN
AFFECTED AREA LIFE SAFETY FLOOR PLAN
ENLARGED LAUNDRY ROOM FLOOR PLAN, LOCATION MAP & KEY PLAN
PARTIAL BUILDING SECTIONS

ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SFA/SLU/ZBA	5-12-2025
SFA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL DESIGN

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD, STE. 160A
FARMINGTON, MICHIGAN 48336
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED INTERIOR RENOVATION FOR:

DAXTON HOTEL

298 S. OLD WOODWARD AVE

BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

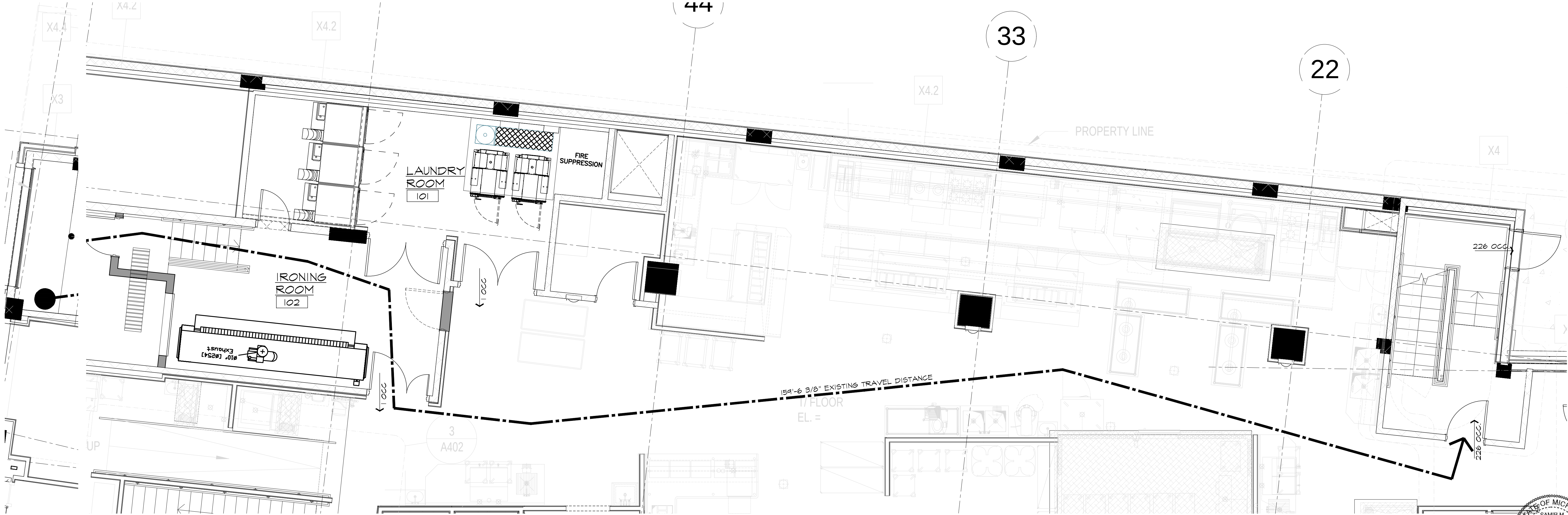
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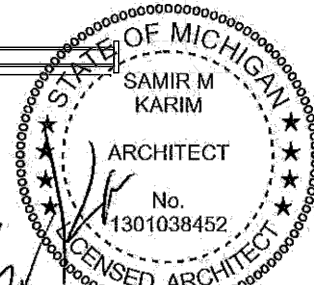
JOB # : 24085

SHEET TITLE
AFFECTED AREA
LIFE SAFETY
FLOOR PLAN
SHEET #

A.100



AFFECTED AREA LIFE SAFETY FLOOR PLAN
SCALE: 1/4" = 1'-0"



DOOR SCHEDULE									
DOOR HARDWARE TO PROVIDED TO OWNER COMPLYING WITH APPLICABLE CODES AND PER GENERAL DOOR SPECIFICATION.									
NO.	ROOM NAME	DOOR SIZE	DOOR TYPE	DOOR MATERIAL	FRAME TYPE	FRAME MATERIAL	HARDWARE SET	NOTE	REMARKS
FIRST FLOOR									
101A	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101B	LAUNDRY ROOM	(2) 3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
101C	DRYER AREA DOOR	2'-6" x 7'-0" x 1 3/4"	2	HM	B	HM	F, G, J		DRYER MAINTENANCE AREA DOOR
102A	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING		
102B	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	1	HM	A	HM	E, F, G, H, M, I		
102C	IRONING ROOM	3'-0" x 7'-0" x 1 3/4"	3	HM	C	HM	D, E, F, G		ROLL-UP OVERHEAD DOOR

ABBREVIATION (DOORS):
HM - HOLLOW METAL

HARDWARE:
A - PRIVACY LOCK SET
B - PASSAGE SET
C - OFFICE SET LOCK
D - CLASSROOM LOCK SET
E - CLOSER
F - KICKPLATE
G - WALL/FLOOR DOOR STOP
H - PANIC PUSH PAD, FULL BAR
I - NON-LOCKING AGAINST EGRESS
J - LOCK SET
K - CARD READER
L - INTERCOM SYSTEM
M - DOOR TO HAVE EGRESS
N - SIGNAGE PER NFPA 101 2015 14.2.10

NOTE: VERIFY FINAL HARDWARE SETS WITH OWNER AND CONSTRUCTION MANAGER

DOOR NOTE LEGEND:
1. 45 MINUTE FIRE-RATED DOORS, FRAMES, AND GLASS, SEE DOOR TYPE FOR DOORS WITH GLASS (100 SQ. IN. MAXIMUM, REINFORCED WITH WIRE).
2. SMOKE TIGHT DOOR SEAL.

GENERAL DOOR SPECIFICATION
1. HOLLOW METAL DOORS AND FRAMES SHALL BE, AS FURNISHED BY PIONEER / STEELCRAFT / SPECIALITE (OR EQUAL). FRAMES TO 16-GAGE, COMMERCIAL GRADE, "F" SERIES, WELDED UNITS, WITH ANCHORS AS REQUIRED BY WALL CONDITIONS. REFER TO DETAILS ON THIS SHEET. DOORS SHALL BE 18-GAGE, COMMERCIAL GRADE, "VM" SERIES, PREPARED TO RECEIVE MORTISED HARDWARE AS SPECIFIED. ALL HARDWARE MUST BE RECESSED FLUSH WITH NO SHARP EDGES EXPOSED. H.M. DOORS AND FRAMES SHALL PRIMED AND PAINTED TO MATCH ROOM COLOR.
2. COORDINATE ALL DOORS AND FRAMES SIZES WITH MASONRY AND CARPENTRY CONTRACTORS PRIOR TO CONSTRUCTION.
3. COORDINATE ALL DOORS AND DOOR HARDWARE SETS, ESPECIALLY EXTERIOR DOORS, WITH OWNER'S SECURITY / TECHNOLOGY CONSULTANTS.

CODE REVIEW & BLDG ANALYSIS:

THE BUILDING PLANS ARE BEING SUBMITTED FOR THE PROPOSED ALL NEW CONSTRUCTION, SHALL COMPLY TO THE FOLLOWING:

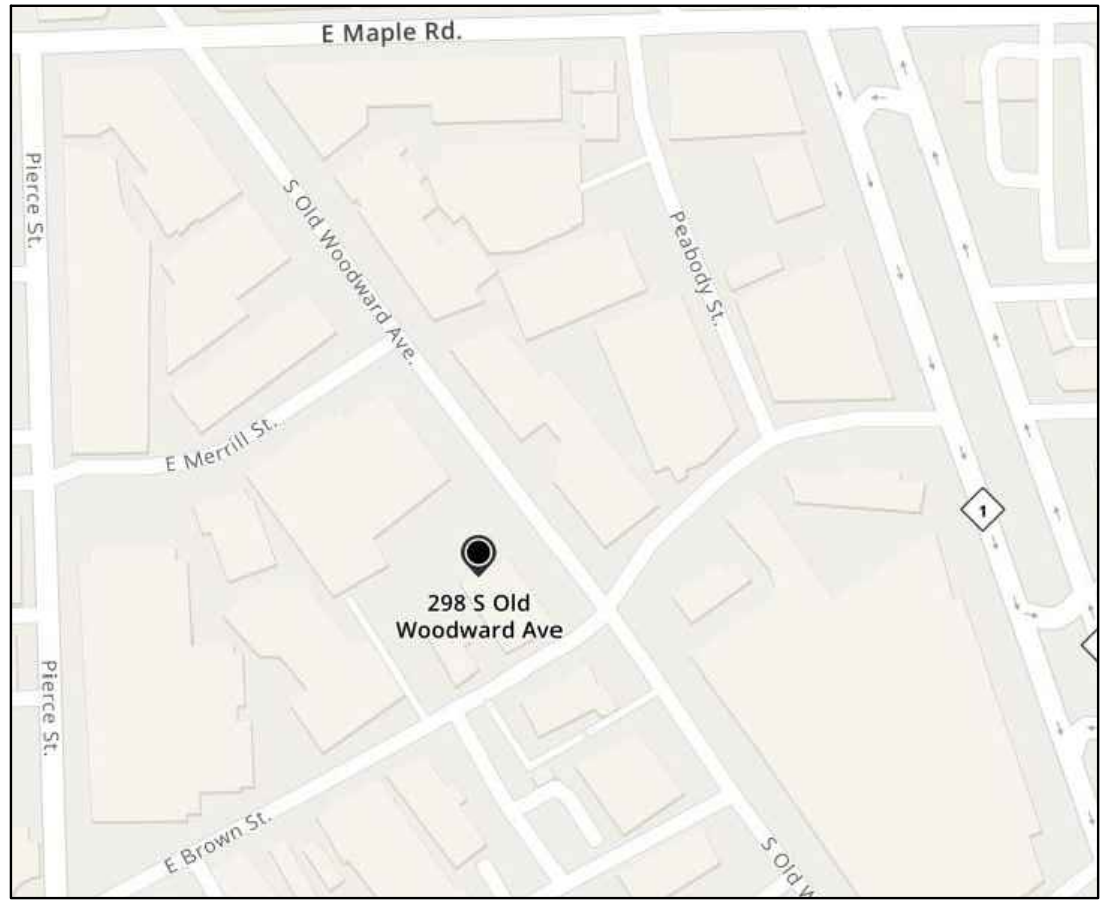
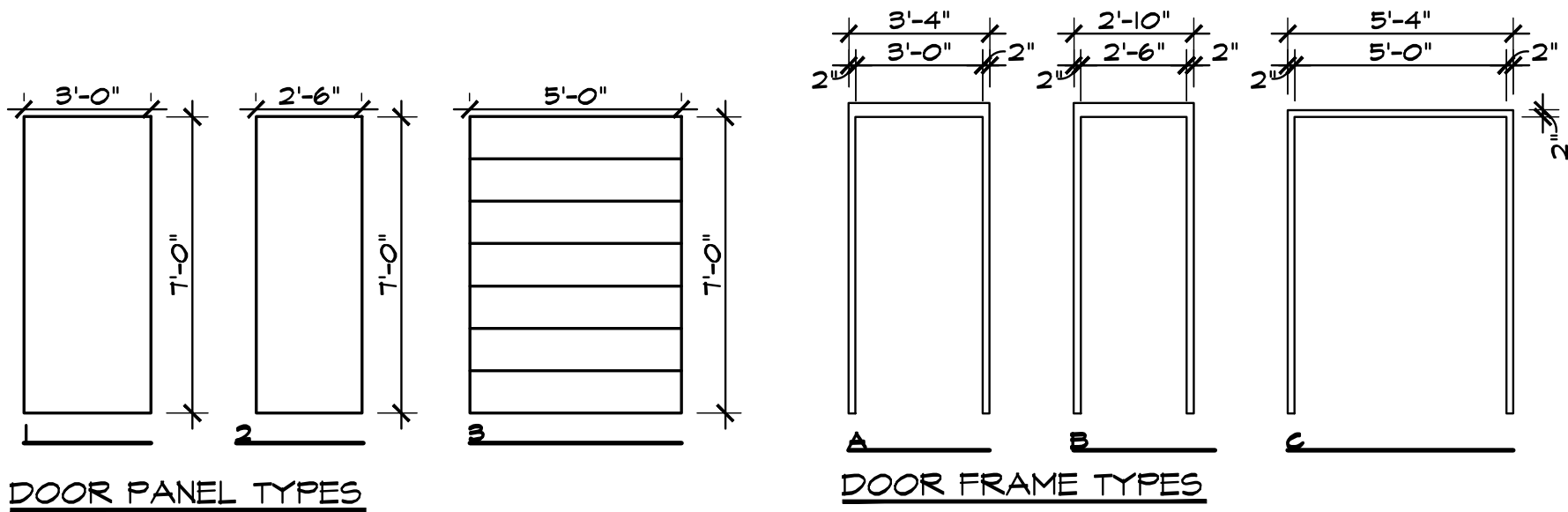
1. GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
- * MICHIGAN BUILDING CODE 2015
 - * IBC/ANSI A117.1 2009 AND MICHIGAN BARRIER FREE DESIGN LAW P.A. 1 OF 1986 AS AMENDED
 - * MICHIGAN MECHANICAL CODE 2021 (M.M.C.)
 - * MICHIGAN PLUMBING CODE 2021 (M.P.C.)
 - * FIRE SUPPRESSION NFPA 13-2013
 - * FIRE ALARM NFPA 72-2012
 - * INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
 - * MICHIGAN ENERGY CODE 2015, PART 10a (M.E.C.)
 - * ANSI/ASHRAE/ESNA STANDARD 90.1 1999 EDITION
 - * MICHIGAN ELECTRICAL CODE BASED ON 2023 N.E.C. W/ PART 8 AMENDMENTS
 - * INTERNATIONAL FIRE CODE 2015 (I.F.C.)
 - * PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35 REFERENCE STANDARDS

FIRE AND SAFETY:

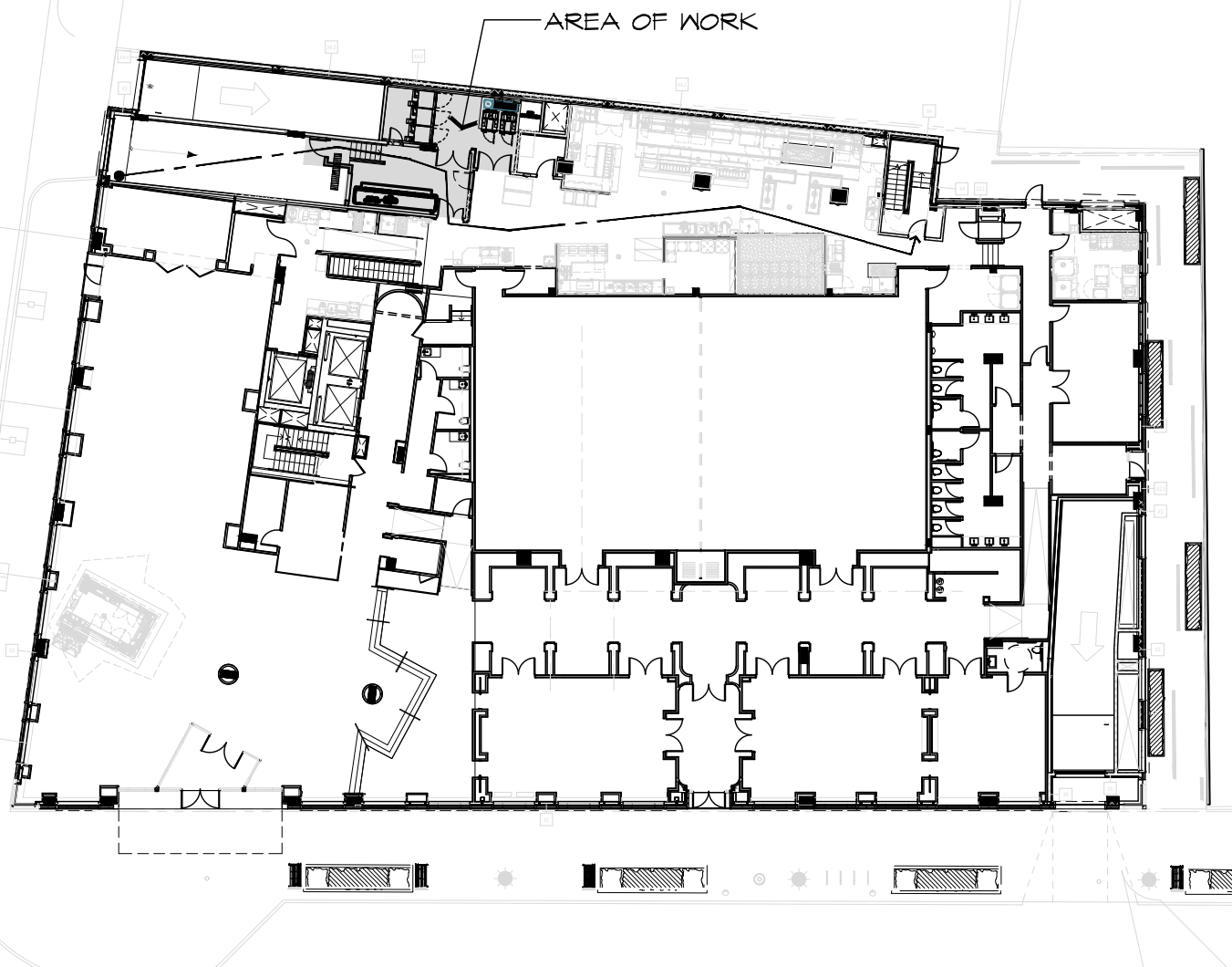
1. CONTRACTOR SHALL PROVIDE SEPERATE SHOP DRAWINGS FOR THE (SPRINKLER) FIRE SUPPRESSION SYSTEM AND ALARM SYSTEM TO THE BUILDING DEPARTMENT FOR REVIEW & APPROVAL FOR SEPERATE PERMITS.
2. AUTOMATIC FIRE SPRINKLER SYSTEM, SUBMISSION OF SHOP DRAWINGS:
- A. FIRE SPRINKLER SUPPRESSION SYSTEM IS REQUIRED BY MBC SECTION 403.2.3
- B. SUBMIT AUTOMATIC FIRE SPRINKLER SYSTEM SHOP DRAWINGS AND HYDRAULIC CALCULATIONS WITH SUPPORTING DOCUMENTATION AS REQUIRED BY NFPA 13, SECTION CHAPTER 22 UNDER SEPERATE PERMIT REQUIREMENT TO THE BUILDING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF THIS WORK (107.2.2).
3. CONTRACTOR TO PROVIDE PORTABLE FIRE EXTINGUISHER AND CABINETS PER 2012 INTERNATIONAL FIRE CODE AND NFPA 10.

WALL LEGEND

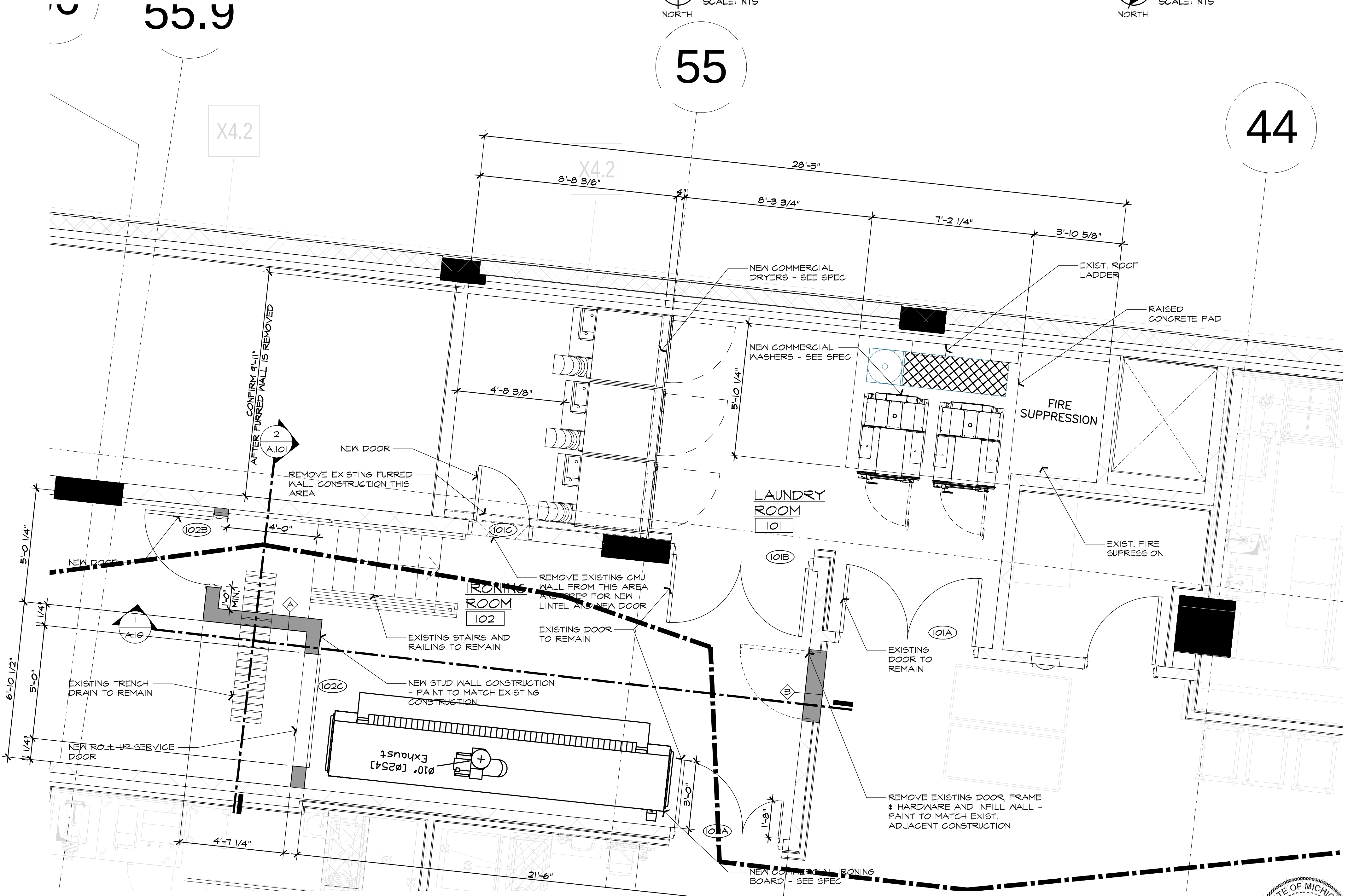
A	6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" CEMENT BD ON EACH SIDE - EXTEND TO BOTTOM OF DECK, PROVIDE R-21 KRAFT-FACED BATT INSULATION, PROVIDE DEFLECTION TRACK, - PAINT TO MATCH EXIST. WALL CONSTRUCTION
B	6 W/ 3/8" FLANGE 20 GA METAL STUDS AT 16" O.C. WITH 5/8" HIGH IMPACT GYP. BD. ON EACH SIDE - EXTEND TO BOTTOM OF DECK, PROVIDE DEFLECTION TRACK, - PAINT TO MATCH EXIST. ADJ. WALL CONSTRUCTION



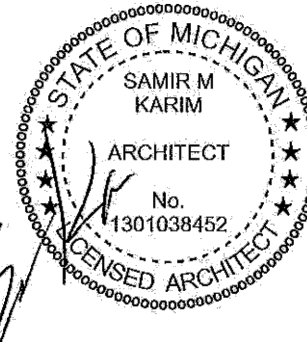
LOCATION MAP
SCALE: NTS



KEY PLAN
SCALE: NTS



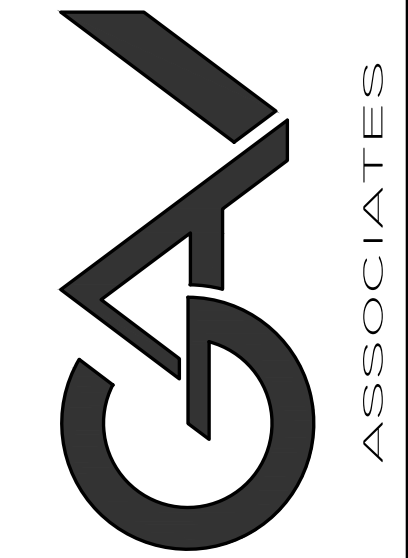
ENLARGED LAUNDRY ROOM FLOOR PLAN
SCALE: 3/8" = 1'-0"



ISSUED FOR	DATE
OWNER REVIEW	1-24-2025
PERMITS	2-4-2025
SPA/SLU/ZBA	5-12-2025
SPA/SLU/ZBA REVISIONS	5-23-2025

ARCHITECTURAL DESIGN
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PROPOSED INTERIOR RENOVATION FOR:
DAXTON HOTEL
298 S. OLD WOODWARD AVE
BIRMINGHAM, MICHIGAN 48009

DRAWN:	DESIGNED:	CHECKED:
DS	DS	DS

SCALE : 1/8" = 1'-0"

FILE NAME : 1812B_A101

JOB # : 24085

SHEET TITLE
ENLARGED LAUNDRY ROOM
FLOOR PLAN
SHEET #

A.101



MEMORANDUM

Planning Department

DATE: May 28, 2025

TO: Planning Board Members

FROM: Nick Dupuis, Planning Director

SUBJECT: 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment, Final Site Plan & Design Review

The subject site, 298 S. Old Woodward, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. The site has been operating as a hotel since it was completed in 2021. The Daxton Hotel is currently operating under a Special Land Use Permit due to the sale of alcoholic beverages for on premise consumption. The site is directly adjacent to “The Plaza”, a commercial building to the north, and is across Brown Street from the new Restoration Hardware development that is nearing completion (targeting October 2025).

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application request to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels.

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

In addition, as required by Article 7, Section 7.37 of the Zoning Ordinance, once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

1.0 Land Use and Zoning

- 1.1 Existing Land Use – The existing land use is commercial.
- 1.2 Zoning – The subject site exists within the B4 (Business-Residential) and D4 (Downtown Overlay) Zoning Districts.
- 1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B2 (General Business)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Setback, Bulk and Height Requirements

There are **no changes** proposed to the setback, bulk, or height of the building.

3.0 Screening and Landscaping

- 3.1 Dumpster Screening – When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. At this time, the applicant is proposing to modify the existing trash room and a portion of the loading facility to provide an on-site laundry facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area. This appears to have been a condition that has existed for some time now, especially since Brown Street has been affected by the construction of two new buildings to the south. Although the trash is proposed to be relocated, it would still be screened by the building.
- 3.2 Parking Lot Screening – There are **no changes** proposed to the on-site parking facilities.
- 3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical equipment on site.
- 3.4 Landscaping – There are **no changes** proposed to the landscaping on site.
- 3.5 Streetscape – There are **no changes** proposed to any proposed streetscape elements on site.

4.0 Parking, Loading and Circulation

- 4.1 Parking – There are **no changes** proposed to the parking requirements on site.
- 4.2 Loading – As noted above, the proposed changes to the previously approved dumpster area within the building has necessitated that the waste receptacles to be transitioned to a compactor and moved into the existing loading facility. This off-street loading facility is required based on the requirements of Article 4, Section 4.24 (C) of the Zoning Ordinance. With the addition of the trash compactor (18 ft. x 8 ft.), the length of the loading facility will be reduced well short of the required 40 ft. length and would eliminate truck access to the space. Thus, **the applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals.**
- 4.3 Vehicular Circulation and Access – There are **no changes** proposed to vehicular access to the site. Vehicles will enter the facility via a single curb cut on Brown, which will provide them access to the ground level and/or lower level parking facilities. Vehicles exit the site through a garage door and curb cut on the north side of the property along S. Old Woodward.
- 4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation or access to the site.

5.0 Lighting

There are **no changes** proposed to the lighting conditions on site.

6.0 Design Review

There are **no changes** proposed to the building façade or other design elements on site.

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☐	☐	☒
Interior Floor Plans	☒	☐	☐
Landscape Plan	☐	☐	☒
Photometric Plan	☐	☐	☒
Colored Elevations	☐	☐	☒
Material Specification Sheets	☐	☐	☒
Material Samples	☐	☐	☒
Site & Aerial Photographs	☒	☐	☐

8.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*
 - **There are no proposed changes to the location, size or height of the building.** The building is being built in accordance with the Zoning Ordinance, which permits zero lot line development. Thus, there is no required open space or landscaping for this development. The building fronts two streets and is currently open on the rear (west). The buildings placement permits for light, air and access to persons occupying the structure.
- (2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*
 - **There are no proposed changes to the location, size or height of the building.** The location, size and height of the building conforms with the standards of the Zoning Ordinance and provides neighboring buildings with access to adequate light.
- (3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*
 - **There are no proposed changes to the location, size or height of the building.** The proposed development will not hinder the reasonable development of adjoining property and should increase the value thereof.
- (4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*
 - **There are no proposed changes to the location, size or height of the building.** The site plan contains a single curb cut for vehicular access along Hazel, which is preferred over Old Woodward and Woodward which would create more hazardous conditions. Pedestrians have access to clear and obvious entry points to the building and adequate space to circulate around the building.
- (5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*
 - This development will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this

chapter. However, the shifting of loading activities from the building to the lower level, or in some cases neighboring streets of Brown and/or S. Old Woodward, could be considered incompatible and may be detrimental to the surrounding neighborhood.

(6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space. However, the Daxton Hotel contains a green roof in the upper alcove of the building that provides open space for inhabitants of the east side of the building.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** The proposed mixture of commercial/retail and residential uses remains consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- **There are no proposed changes to the use of the building.** Generally, in Birmingham's Downtown, this mixture of uses is compatible with adjacent uses of land and the natural environment of the area. There is a consideration to be had, though, regarding the effective removal off the loading facility and its relationship to the capabilities of public services and facilities affected by the land use. Because the Daxton will still require some level of delivery and service based activities, these functions are expected to continue to happen on Brown and S. Old Woodward in some fashion, which will affect those thoroughfares during such activity. However, loading and delivery services are commonplace in a Downtown setting and the S. Old Woodward thoroughfare was designed to accommodate trucks in the center lane when necessary.

(3) The use is consistent with the public health, safety and welfare of the city.

- **There are no proposed changes to the use of the building.** This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, mixed-use developments have been long established in Birmingham's Downtown and other commercial areas in the City and is expected to continue.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- **There are no proposed changes to the use of the building.** Although the building uses proposed are compatible with the related zoning districts, the requirements for the associated loading requirements of the existing uses have not been met at this time.

(5) *The use will not be injurious to the surrounding neighborhood.*

- **There are no proposed changes to the use of the building.** The existing uses themselves are not expected to be injurious to the surrounding Downtown neighborhood, but the removal of the associated off-street loading facility may cause issues during deliveries.

(6) *The use is in compliance with state and federal statutes.*

- **There are no proposed changes to the use of the building.** To the best of our knowledge, the existing uses are in compliance with state and federal statutes at this time.

9.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.27 and 7.36, the Planning Department recommends that the Planning Board recommend that the City Commission **APPROVE** the Special Land Use Permit, Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

10.0 Sample Motion Language for Special Land Use Permit

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **APPROVE** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Special Land Use Permit application for 479 S. Old Woodward – Birmingham Tower – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **DENY** the Special Land Use Permit application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. _____
2. _____
3. _____

11.0 Sample Motion Language for Final Site Plan & Design Review

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and **APPROVE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – with the following conditions:

1. The applicant must submit revised site plans demonstrating an off-street loading facility that meets the minimum requirements of the Zoning Ordinance or obtain a variance from the Board of Zoning Appeals; and
2. The applicant must comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated May 28, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **DENY** the Final Site Plan & Design Review application for 298 S. Old Woodward – Daxton Hotel – for the following reasons:

1. _____

2. _____
3. _____

CASE DESCRIPTION

298 S. Old Woodward (25-17)

Hearing date: June 10, 2025

Appeal No. 25-17: The owner of the property known **298 S. Old Woodward**, requests the following variance for modifications to an existing required off-street loading facility:

A. Chapter 127, Article 4, Section 4.24 (C) of the Zoning Ordinance requires that commercial uses between 5,001 and 20,000 square feet are required to provide one usable off-street loading space. In addition, the Zoning Ordinance requires an off-street loading space to have the following minimum dimensions: 40 feet long, 12 feet wide and 14 feet high. The Daxton Hotel is proposing to eliminate the existing required off-street loading space in favor of a new waste receptacle and other back-of-house needs. Therefore, a dimensional variance of 1 usable off-street loading space is requested.

Staff Notes: The applicant is looking to modify the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor. The change would effectively eliminate the off-street loading space in terms of truck/vehicle access, and would divert loading functions to the lower levels. When the project was originally approved, the building contained waste receptacles in a “trash room” located adjacent to the off-street loading facility. This change would formalize the relocation of waste receptacles from the approved trash room to the loading area, which would reduce the space and provide no access to trucks/vehicles.

On May 28, 2025 (Agenda), the Planning Board moved to approve the proposal with the condition that the applicant obtain a variance from the Board of Zoning Appeals. The discussion and eventual decision was centered around other areas within the lower level of the building that currently accept loading/unloading functions that are expected to continue. In addition, the Planning Board was advised that the bulk of loading/unloading functions were related to the off-site laundry, which would be eliminated with this proposal.

This property is zoned B4 – Business-Residential & D4 – Downtown Overlay

Nicholas Dupuis
Planning Director



MEMORANDUM

City Clerk's Office

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Mya Brown, Deputy City Clerk
SUBJECT: Ethics Board Member Resignation

INTRODUCTION/BACKGROUND:

Ethics Board member Michael Coakley submitted his resignation from the board effective December 12, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY:

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 Michael Coakley from the Ethics Board, to thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Michael Coakley Resignation Letter

SUGGESTED COMMISSION ACTION:

Make a motion to accept the resignation of Michael Coakley from the Ethics Board, 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: Board of Ethics Resignation

1 message

Alex Bingham <abingham@bhamgov.org>
To: Mya Brown <mbrown@bhamgov.org>

Mon, Dec 15, 2025 at 4:01 PM

Alexandria D. Bingham, MPA, CMC, MiPMC*City Clerk***City of Birmingham****151 Martin Street****Birmingham, MI 48009**

(248) 530-1802 Office Direct

(248) 530-1080 Fax

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

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

From: **Jana Ecker** <Jecker@bhamgov.org>

Date: Mon, Dec 15, 2025 at 3:40 PM

Subject: Fwd: Board of Ethics Resignation

To: Alex Bingham <abingham@bhamgov.org>, Kucharek, Mary <Mkucharek@bhlaw.us.com>

FYI

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

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

From: **Coakley, Michael P.** <Coakley@millercanfield.com>

Date: Mon, Dec 15, 2025 at 3:38 PM

Subject: Board of Ethics Resignation

To: jecker@bhamgov.org <jecker@bhamgov.org>

Hello Jana, This is to inform you that effective immediately, I am resigning from the Board of Ethics. It has been my honor and privilege to serve on the board, but family commitments (including becoming a Grandfather for the first time in January!) mean that I will not be able to devote the time necessary to be an effective board member. Hope you have a wonderful holiday season. Thank you, Mike

Michael P. Coakley | Of Counsel**Miller Canfield****150 West Jefferson Avenue, Suite 2500**

[Detroit, Michigan 48226 \(US\)](#)

T: +1.313.496.7531 | **F:** +1.313.496.7500

E: Coakley@MillerCanfield.com | <https://millercanfield.com>

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MEMORANDUM

City Clerk's Office

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Mya Brown, Deputy City Clerk
SUBJECT: Museum Board Member Resignation

INTRODUCTION/BACKGROUND:

Museum Board member Judith Keefer submitted her resignation from the board effective January 15, 2026.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY:

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 Judith Keefer from the Museum Board, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Judith Keefer Resignation Letter

SUGGESTED COMMISSION ACTION:

Make a motion to accept the resignation of Judith Keefer from the Museum Board, 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>

(no subject)

1 message

JL WK <jlwk2014@gmail.com>
To: city-commission@bhamgov.org

Thu, Dec 25, 2025 at 4:26 PM

Sent from my iPhone

Please accept my resignation as of January 15 from the museum board. Due to family health issues I am moving from Birmingham.

It's been my honor to contribute to our museum's journey. I know the future of the museum will be amazing in the capable hands of our director, Leslie Pielack.

Judith Keefer

--

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/7CC52CEA-49B7-4347-8E50-0C6BACEB7B9D%40gmail.com>.



MEMORANDUM

Engineering Department

DATE: January 12, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2025 and 2026 Asphalt Resurfacing Program, Contract #2-25(P) and 2-26 (P)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for
Staircase Special Assessment District (SAD)

INTRODUCTION:

As part of the 2025 and 2026 Asphalt Resurfacing Program, the City will be replacing existing retaining walls on Brookside Avenue, Ravine Road, and Park Street. A letter was sent to residents who currently have staircases built into their existing retaining walls to determine if they want a staircase in their new retaining wall. Three property owners have elected to have a staircase installed in the new retaining wall. Each property owner will be responsible for 100% of the cost of the new staircase.

BACKGROUND:

The City will be resurfacing asphalt roads west of N. Old Woodward, south of Oak Street, and north of Oakland Avenue as part of the 2025-2026 Asphalt Resurfacing Program. On Brookside Avenue, Ravine Road, and Park Street, there are existing retaining walls along the edge of the roadway. The City completed an inspection of these walls in 2023. Although no emergency repairs were required at that time, it was recommended to replace the walls in the future.

Several of the properties in the project area have an existing staircase in the retaining wall that allows access from the roadway up to the existing sidewalk and to their property. The City contacted the property owners to determine if they were interested in having the staircase reinstalled with the owners paying 100% of the cost. Three property owners have elected to have a staircase installed in the new retaining wall at their expense. Thus, a special assessment district is proposed for these three properties only, as shown on the attached map, to cover the costs of construction for the staircases.

The City is currently out for bids for the project and will receive bids on Thursday, January 19, 2026. The Engineering Department will hold a property owner meeting for the project on Wednesday, January 21, 2026, to discuss the project and the staircase costs with the property owners.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and found no issues.

FISCAL IMPACT:

Revenue generated from the Paving SAD for the 2025 and 2026 Asphalt Resurfacing Project will cover the construction costs incurred by the City for the construction of the three new staircases and related work.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

The sidewalk and staircases will be designed to meet ADA requirements.

PUBLIC COMMUNICATIONS:

Notice of the Hearing of Necessity and Confirmation of Roll will be distributed by the Clerk's Office. The Engineering Department will hold a property owners meeting on Wednesday, January 21, 2026, from 5:30 to 6:30 p.m. to discuss the project, the proposed assessment costs, and to answer residents' questions.

SUMMARY:

The Engineering Department requests that the City Commission set a Public Hearing of Necessity on February 9, 2026 for the replacement the retaining wall staircases within the project area on Park Street, Brookside Avenue, and Ravine Road. The Engineering Department also requests to set a Public Hearing to Confirm the Assessment Roll on February 23, 2026 if necessity is determined at the February 9, 2026 hearing.

ATTACHMENTS:

1. Map of Proposed Special Assessment District for Staircase

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set the Public Hearing of Necessity for the installation of staircases in the new retaining wall meeting the requirements for the assessments for the three properties within the project area on Park Street, Brookside Avenue, and Ravine Road on February 9, 2026, at 7:00 p.m.; and

If necessity is determined on February 9, to meet on Monday, February 23, 2026, at 7:00 p.m., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of staircases in the new retaining wall meeting the requirements for the assessments, for the three properties within the project area on Park Street, Brookside Avenue, and Ravine Road.

Wall Replacement PROJECT AREA

1. Park Street, Brookside Avenue and Ravine Road





MEMORANDUM

Planning Department

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Nick Dupuis, Planning Director
SUBJECT: Set Public Hearing for 239 N. Old Woodward - Besos - Special Land Use Permit Amendment

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change the name of an existing food and drink establishment serving alcoholic liquors for on-premise consumption in Downtown Birmingham. The bistro was approved in 2021 as "Bloom" bistro and is now proposed to change to "Besos" bistro. The subject site is located on the west side of N. Old Woodward between Hamilton Row and Oakland.

The name change will include limited changes to the branding and signage related to the bistro establishment, but would not modify the style of the restaurant's food offerings, which will remain as a predominantly plant-based cuisine. In addition, the ownership of the establishment (Green Kitchen, LLC) will not change.

BACKGROUND:

On July 12, 2021 ([Agenda](#) – [Minutes](#)), the City Commission moved to approve the initial Special Land Use Permit (SLUP) for 239 N. Old Woodward (Bloom). 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:

There are no sustainability considerations for this agenda item.

DESIGN CONSIDERATIONS:

There are no design considerations for this agenda item.

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 February 9, 2026. 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 February 9, 2026, to consider the Special Land Use Permit Amendment for 239 N. Old Woodward to update the Special Land Use Permit with the new establishment name, Besos.

ATTACHMENTS:

1. Special Land Use Permit Amendment Resolution 2026 - Besos
2. Special Land Use Permit Contract 2026 (Draft) - Besos
3. Application Materials - Besos

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of February 9, 2026, to consider the Special Land Use Permit Amendment for 239 N. Old Woodward to update the Special Land Use Permit with the new establishment name, Besos.

Besos
239 N. 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, Bloom, located at 239 N. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in January 2026 for approval of a name change as an existing food and drink establishment serving alcoholic liquors for on premise consumption at 239 N. Old Woodward from "Bloom" to "Besos";

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of N. Old Woodward between Hamilton Row and Oakland;

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 name change 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 February 9, 2026 and has reviewed Besos' 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 Besos' application for a Special Land Use Permit Amendment at 239 N. 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. Besos shall abide by all provisions of the Birmingham City Code;
2. Besos 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, Besos 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 Besos 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 Besos is recommended for approval of a name change as an existing food and drink establishment serving alcoholic liquors for on premise consumption at 239 N. Old Woodward from "Bloom" to "Besos", 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 February 9, 2026.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT AMENDMENT 239 N. OLD WOODWARD – BESOS

This Contract is entered into this ____ day of _____, 2026 by and between **GREEN KITCHEN, LLC**, whose address is 21415 Civic Center Dr. Ste 209, Southfield, MI 48076 (hereinafter referred to as "Besos"), 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, Bloom, located at 239 N. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in January 2026 for approval of a name change at an existing food and drink establishment serving alcoholic liquors for on premise consumption at 239 N. Old Woodward from "Bloom" to "Besos";

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of N. Old Woodward between Hamilton Row and Oakland;

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 name change 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 February 9, 2026 and has reviewed Besos' 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. Besos will continue to 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. Besos 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 Besos shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Besos 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. Besos acknowledges that no modifications to the site plan, floor 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, remodeling, changes in the number of interior or exterior seats, etc.

4. Besos 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.

5. Besos 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.

6. Besos agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

7. Besos 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 Besos from operating the establishment. Besos 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. Besos 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.

8. To the fullest extent permitted by law, Besos and any entity or person for whom Besos 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 Besos's

operation of an establishment at the Property. Besos is not liable if the act or omission is the City's.

9. In the event Besos 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.

10. 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.

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

12. 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.

13. 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:

1. Besos shall abide by all provisions of the Birmingham City Code.
2. Besos shall comply with the approved site and design plans and any amendments thereto.
3. 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.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Besos has been given notice and a hearing.

15. Except as herein specifically provided, Besos 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 Besos 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.

16. Besos is recommended for the continued operation of an establishment serving alcoholic beverages for on premise consumption and the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor, above all others, subject to final inspection.

17. 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 Besos. 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.

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

GREEN KITCHEN, LLC (Besos)

By: _____
Its: _____
Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2026, before me personally appeared _____ who acknowledged that with authority on behalf **GREEN KITCHEN, LLC** to do so signed this Agreement.

Notary Public

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

CITY OF BIRMINGHAM

By: _____
Clinton Baller, 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)



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
CANDACE M. BECKER
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OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
JENNIFER H. ELOWSKY
GARY R. RENTROP

December 29, 2025

Via Electronic Mail

Nicholas Dupuis, Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009
ndupuis@bhamgov.org

**Re: Green Kitchen, LLC
239 North Old Woodward Avenue
Request to Amend SLUP to Change Name**

Dear Mr. Dupuis:

We represent Green Kitchen, LLC ("Green Kitchen"), which will operate at 239 North Old Woodward Avenue.

Currently the approved name set forth in the SLUP for Green Kitchen is "Bloom". Because the name "Bloom" is being used by another business in Michigan, Green Kitchen can no longer use the name "Bloom." Green Kitchen is requesting that the SLUP be amended to change the name to "Besos."

Attached is a Special Land Use Permit Application-Bistro to change the assumed name of the business to "Besos" with the proposed logo.

Please let me know the amount of the fee owed for this Application and it will be hand delivered to the City's Planning Department today.

It is our understanding that this request will be placed on a City Commission Agenda. We ask that this request be placed on the City Commission Agenda for January 12, 2026, if possible.

We appreciate your assistance with this. If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

KAA/kjp
Enclosures



Special Land Use Permit Application – Bistro Planning Division

1. Applicant

Name: Green Kitchen, LLC
 Address: 239 N Old Woodward Avenue, Birmingham, MI 48009
 Phone Number: (248) 787- 6108 Project Manager
 Email: danaweeksjr@yahoo.com

2. Property Owner (☐ same as applicant)

Name: Oxford Land, LLC
 Address: P.O. Box 414, Troy, MI 48099
 Phone Number: (248) 362-2870
 Email: howard@atesian.net

3. Project Contact Person (☐ same as applicant)

Name: Kelly A. Allen, Esq.
 Address: 39572 Woodward, Suite 222, Bloomfield Hills, MI 48304
 Phone Number: 248-540-7400
 Email: kallen@anafirm.com

4. Project Designer/Developer

Name: Roman Bonislowski
 Address: 275 E Frank Street, Birmingham, MI 48009
 Phone Number: 248-723-5790
 Email: roman@ronandroman.com

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 On file from previous SLUP Application

Address: 239 N Old Woodward Avenue
 Name of Development: _____
 Parcel ID#: _____
 Current Use: _____
 Proposed Use: _____
 Area of Site in Acres: _____
 Current Zoning: _____

	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 a request for a name change only. The business had previously chosen the name "Bloom". The new name is "Besos". The logo is attached.

8. Buildings and Structures

Number of buildings on site: _____
Use of building(s): _____

Height of building(s): _____
Number of stories: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: _____
Total ground floor area: _____
Square feet per upper floor(s): _____

Commercial floor area: _____
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: _____

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: _____

☐ 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): _____

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

v. 1/4/23

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: _____

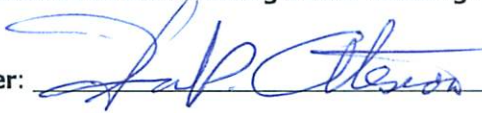
17. Lighting

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: 4-29-2025

Print Name: Howard Atesian

Signature of Applicant: _____

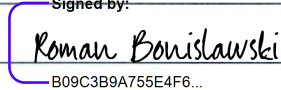


Date: 4-29-2025

Print Name: Winta Tedla

Signed by:

Signature of Architect: _____


 B09C3B9A755E4F6...

Date: 12/23/2025

Print Name: Roman Bonislawski

Office Use Only

Application #: _____

Date Received: _____

Fee: \$ _____

Date of Approval: _____

Date of Denial: _____

Reviewed By: _____



BIRMINGHAM

Notice Sign Rental Application Community Development

1. Applicant

Name: Green Kitchen, LLC
 Address: 239 N Old Woodward Avenue, Birmingham, MI 48009
 Phone Number: (248) 787- 6108 Project Manager
 Email: danaweeksjr@yahoo.com

2. Property Owner (☐ same as applicant)

Name: Oxford Land, LLC
 Address: P.O. Box 414, Troy, MI 48099
 Phone Number: (248) 362-2870
 Email: howard@atesian.net

3. Project Information

Address: On file with previous SLUP application
 Name of Development: _____
 Parcel ID#: _____
 Current Use: _____
 Proposed Use: _____
 Area of Site in Acres: _____
 Current Zoning: _____

	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? _____		

4. Date of Board/Commission Review

City Commission: On file with previous SLUP application
 Planning Board: _____
 Historic District Commission: _____
 Design Review Board: _____

Board of Zoning Appeals: _____
 Advisory Parking Committee: _____
 Multimodal Transportation Board: _____
 Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: [Signature] Date: 4/29/25

Office Use Only

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



Fee schedule

Application	Fees
Administrative Approval	\$150
Administrative Sign Approval	\$150
Board of Zoning Appeals* - Single Family Residential - All Other Zoning Districts	\$310 \$510
Community Impact Study Review*	\$2,700
Design Review*	\$450
Division/Combination of Platted Lots	\$250 per lot
Historic District Review* - Single Family Residential - All Other Zoning Districts	No Charge \$450
Public Notice Sign - Notice Sign Rental - Returnable Sign Bond	\$50 \$100 ➔ \$150 total
Preliminary/Final Site Plan Review - R4 – R8 Zoning District - Nonresidential Districts	\$1,200, plus \$50 per dwelling unit \$1,400, plus \$50 per acre or portion of acre
Special Land Use Permit* - Plus Site Plan Review - Plus Design Review - Plus Publish of Legal Notice - Plus Sign Rental and Bond	\$1,100 \$1,400 \$450 \$700 \$150 ➔ \$3,800 total
Special Land Use Permit Annual Renewal	\$200
Temporary Use Permit	\$100
Zoning Compliance Letter	\$50
Wall Art	\$200
*The fees for Board of Zoning Appeals, Community Impact Study Review, Design Review, Site Plan Review, Historic District Review and Special Land Use Permits shall be double the listed amounts in the event the work is commenced prior to the filing of an application for review by the City of Birmingham.	





MEMORANDUM

Fire Department

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Matt Bartalino, Fire Chief
SUBJECT: Resolution to approve the Certification of Appointment of Local Emergency Management Coordinator (EMD 021)

INTRODUCTION:

The City of Birmingham operates an emergency management program. The Fire Chief shall be responsible for the administration and management of State and Federal emergency preparedness programs relative to the City. The certification of appointment of a local emergency management coordinator is attached, and required to be filed with the State of Michigan following the recent appointment of a new Fire Chief.

BACKGROUND:

The City of Birmingham is unique in that it has an emergency management program separate from Oakland County. This program falls under the Michigan Emergency Management Act 390 of 1976. The advantage of Birmingham having its own program is that the City has direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to directly control all emergency responses, and much more. The City also has the support of the Oakland County Emergency Management Division and maintains regular training with the County and State.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The Local Emergency Management Program supports a comprehensive, all-hazard emergency preparedness system to build and sustain the capabilities of the emergency management program. Each year the City is required to sign an agreement in order to be eligible for any awarded EMPG funds. The work agreement details the program's plan for activities, training, reporting, etc.

LEGAL REVIEW:

The agreement has been reviewed by the City Attorney without objection.

FISCAL IMPACT:

Emergency management performance grant awards would not be provided without signing the certification of appointment of local emergency management coordinator.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:

None required.

SUMMARY:

It is recommended that the City Commission approve the Certification of Appointment of Local Emergency Management Coordinator in order to maintain the continued efficiency of the City's Emergency Preparedness Program.

ATTACHMENTS:

1. Certification of Appointment of Local Emergency Management Coordinator Form

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Certification of Appointment of Local Emergency Management Coordinator (EMD 021). Further, to direct the Mayor to sign the form on behalf of the City.



MEMORANDUM

Fire Department

DATE: January 5, 2025

TO: Jana L. Ecker, City Manager

FROM: Matthew J. Bartalino, Fire Chief

SUBJECT: Certification of Appointment of Local Emergency Management Coordinator (EMD 021).

INTRODUCTION:

The City of Birmingham operates an emergency management program. The Fire Chief shall be responsible for administration and management of state and federal emergency preparedness programs relative to the City.

The certification of appointment of a local emergency management coordinator is attached and required to be filed with the State of Michigan following the recent appointment of a new fire chief.

BACKGROUND:

The City of Birmingham is unique in that it has an emergency management program separate from Oakland County. This program falls under the Michigan Emergency Management Act 390 of 1976. The advantage of Birmingham having its own program is that the City has direct contact with State and Federal agencies. This allows the City to recoup funds directly, provides for more training opportunities, allows us to directly control all emergency response, and much more. The City also has the support of the Oakland County Emergency Management Division and maintains regular training with the County and State.

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The Local Emergency Management Program supports a comprehensive, all-hazard emergency preparedness system to build and sustain the capabilities of the emergency management program. Each year the City is required to sign an agreement in order to be eligible for any awarded EMPG funds. The work agreement details the program's plan for activities, training, reporting, etc.

LEGAL REVIEW:

The agreement has been reviewed by the City Attorney without objection.

FISCAL IMPACT:

Emergency Management Performance Grant awards would not be provided without signing the certification of appointment of local emergency management coordinator.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

None required.

SUMMARY:

It is recommended that the City Commission approve the Certification of Appointment of Local Emergency Management Coordinator in order to maintain the continued efficiency of the City's Emergency Preparedness Program

ATTACHMENTS:

1. Certification of Appointment of Local Emergency Management Coordinator (EMD 021).

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Certification of Appointment of Local Emergency Management Coordinator (EMD 021). Further, to direct the Mayor to sign the form on behalf of the City.

EMERGENCY MANAGEMENT COORDINATOR INFORMATION

AUTHORITY: MCL 30.407a, MCL 30.409 **COMPLIANCE:** Voluntary

Use this form to notify district and state offices of changes in Coordinator, Deputy Coordinator, address, telephone number, etc. Send completed form to Michigan Department of State Police, Emergency Management District Coordinator.

(HIGHLIGHT NEW INFORMATION)

District Number: 2N Date: 12/15/2025

I. Jurisdiction			
1. County/Municipality City of Birmingham		2. Email Address mbartalino@bhamgov.org	
3. Program Title City of Birmingham, Emergency Management Program		4. Phone Number of Local Emergency Operations Center (EOC) 248-530-1906	
5. Office Address (Number and Street) 572 S. Adams			
6. City Birmingham		7. State Michigan	8. Zip Code 48009
9. Office Telephone Number (Include Area Code) 248-530-1901		10. Fax Number (Include Area Code) 248-530-1950	
11. Federal I.D. Number 38-6004664	12. Originating Agency ID (ORI) MI6325900	13. Jurisdiction Chief Executive Mayor Clinton Baller	
II. Coordinator			
1. Name (Last, First) Bartalino, Matthew		2. Title Emergency Manager / Fire Chief	
3. Email Address mbartalino@bhamgov.org		4. Daytime Telephone (Include Area Code) 248-530-1901	
5. Residence Telephone (Include Area Code) 248-530-1901		6. Cellular Telephone (Include Area Code) 248-860-0269	
7. Pager Number and Paging Procedures N/A			
III. Deputy Coordinator			
1. Name (Last, First) Hughes, Thomas		2. Title Assistant Emergency Manager / Assistant Fire Chief	
3. Email Address thughes@bhamgov.org		4. Daytime Telephone (Include Area Code) 248-530-1902	
5. Residence Telephone (Include Area Code) 248-530-1902		6. Cellular Telephone (Include Area Code) 810-577-5533	
7. Pager Number and Paging Procedures N/A			
IV. Remarks			

CERTIFICATION OF APPOINTMENT OF LOCAL EMERGENCY MANAGEMENT COORDINATOR

City of Birmingham

City or County

Pursuant to the authority of Public Act 390 of 1976, as amended, **Matthew Bartalino**

Name of Coordinator

has been appointed the Emergency Management Coordinator for

City of Birmingham

City or County

on **12-15-2025**

Date

I **Mayor Clinton Baller** certify this appointment.

Name/Title

Signature _____ Date _____

**This form is to be certified ONLY by an appropriate local official such as
a City or County Clerk, Mayor, or Chairperson of the Board.**



MEMORANDUM

Planning Department

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Nick Dupuis, Planning Director
SUBJECT: Zoning Ordinance Update Project - Consultant Selection

INTRODUCTION:

The City of Birmingham adopted the Birmingham Plan 2040 ("2040 Plan"), a comprehensive City-wide master plan, in May 2023. The 2040 Plan is a document and policy guide that was designed to guide Birmingham towards a vision of what the City should look like in the future. As is the natural and logical progression of a comprehensive master plan, the City Commission moved to provide resources for an update to the City's Zoning Ordinance and Zoning Map in the Fiscal Year 25-26 budget. In preparation for the project, the Planning Board and City Commission held two joint meetings in 2025 to discuss expectations and challenges, and the Planning Board held three study sessions before the City solicited bids through the Request for Proposals process.

The City posted its Request for Proposals in September 2025 and received six responses. The Planning Board and City staff reviewed all six responses in depth, performed interviews with four firms, and ultimately moved to recommend one firm to the City Commission – Houseal Lavigne.

At this time, the Planning Department is requesting that the City Commission consider the Planning Board's recommendation and award the Zoning Ordinance Update to Houseal Lavigne.

BACKGROUND:

The City of Birmingham posted its Request for Proposals (RFP) for the Zoning Ordinance Update on September 2, 2025. In doing so, the City sought proposals from qualified consultants for a comprehensive update of its Zoning Ordinance and associated Zoning Map. The effort aims to modernize the community's land use regulations to better align with current planning practices, support sustainable development, and synthesize the recommendations outlined in the 2040 Plan. The RFP outlined all of the City's expectations, including public participation and engagement, scope of work, timelines, and evaluation criteria. The RFP closed on September 30, 2025.

In response to the RFP, the City received six proposals from various firms, about half of which were local firms and half national firms. A summary table of the bidders and cost proposals

(without add-ons) are provided below in no particular order. Responses for each firm are linked for convenience:

Firm	Cost Proposal
Clarion/OHM Advisors/Smith Group	\$339,224
McKenna	\$185,000
Giffels Webster/Public Sector Consultants	\$222,900.30
Place Strategies	\$160,000
Houseal Lavigne	\$199,855
Kendig Keast	\$199,600

On October 22, 2025 ([Agenda](#) – [Minutes](#) – [Video](#)), the Planning Board evaluated and reviewed all six RFP responses in depth with the intent of selecting firms for interviews. Ultimately, the Planning Board selected four firms for interviews: McKenna, Houseal Lavigne, Giffels Webster and Kendig Keast.

On November 12, 2025 ([Agenda](#) – [Minutes](#) – [Video](#)), the Planning Board held in-person interviews of the four selected firms. Firms were given strict guidelines as to structure and desired content, which made for a very successful interview stage. After the interviews, the Planning Board elected to postpone any recommendations to their December meeting to allow time to reflect on the interviews, as well as revisit the RFP responses.

On December 10, 2025 ([Agenda](#) – [Video](#)), the Planning Board moved to recommend that the City Commission select Houseal Lavigne for the purposes of performing a comprehensive Zoning Ordinance Update for the City in accordance with the specifications contained within Houseal Lavigne’s response to the City’s Request for Proposals. Ultimately, the Planning Board was most impressed with their high quality graphics and analyses, experienced and versatile project team, and their national experience.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

The Planning Department currently has \$200,000 budgeted in account #101.0-701.000-811.0000 (Other Contractual Services) for this project. The recommended firm, Houseal Lavigne, proposed a budget of \$199,855 for this project, which will not require any budget amendments or additional funds at this time.

SUSTAINABILITY:

Although this project does not have any direct sustainability considerations, the end result is expected to be a Zoning Ordinance that considers the sustainability and climate action goals of the City that may be found in both the 2040 Plan and the Birmingham Green: Healthy Climate Plan.

DESIGN CONSIDERATIONS:

There are no design considerations as a part of this agenda item.

PUBLIC COMMUNICATIONS:

There are no formal public communications required for this agenda item. As usual, all meetings of the Planning Board were open to the public and held to the standards of the Open Meetings Act. Moving forward, the City and consultant team will be providing extensive public communications and engagement opportunities throughout the duration of the project.

SUMMARY:

The Planning Department requests that the City Commission consider selecting Houseal Lavigne for the purposes of performing a comprehensive Zoning Ordinance Update for the City in accordance with the specifications contained within Houseal Lavigne's response to the City's Request for Proposals.

ATTACHMENTS:

1. Zoning Ordinance Update Contract - Houseal Lavigne
2. Request for Proposals - Birmingham Zoning Ordinance Update
3. RFP Response - Houseal Lavigne

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Houseal Lavigne for the purposes of performing a comprehensive Zoning Ordinance Update for the City in accordance with the specifications contained within Houseal Lavigne's response to the City's Request for Proposals in an amount not to exceed \$199,855 from account # 101.0-701.000-811.0000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

CONTRACT FOR ZONING ORDINANCE UPDATE

THIS CONTRACT 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) and Houseal Lavigne, a whose address is 188 W. Randolph St, St. 200 Chicago, IL 60601 (hereafter referred to as Consultant) 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 modernize the community's land use regulations to better align with current planning practices, support sustainable development, and synthesize the recommendations outlined in the City's comprehensive Master Plan, the Birmingham Plan 2040, and in connection therewith has requested proposals for a Zoning Ordinance Update; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the requested Zoning Ordinance Update.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Contract, 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 Zoning Ordinance Update dated September 2, 2025, which includes the Consultants response shall be fully incorporated herein by reference and shall become a part of this Contract, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Contract and the Request for Proposal and the Consultant response, the terms of this Contract shall prevail.

2. TERM: This Contract shall have a term ending December 31, 2027. The City shall have the right to unilaterally terminate this Contract, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all documents, services, goods and information prepared by the Consultant through such date.

3. FEES: The fees for this entire project, which includes (but is not limited to) Project Initiation and Background Review, Public Engagement and Stakeholder Involvement, Diagnostic Report and Recommendations, Drafting of Updated Zoning Ordinance, Zoning Map Revisions, Administrative and Procedural Improvements and Final Ordinance & Adoption Support shall be a total of not to exceed one-hundred ninety-nine thousand eight hundred and fifty-five Dollars (\$ 199,855.00), 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: Consultant shall employ personnel of good moral character and fitness in performing all services under this Contract.

6. 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. Consultant discloses in writing to the City that AI is being utilized in any portion of the project;
- 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.

Consultants utilization of AI tools shall include a commitment to ensuring that all AI generated content is reviewed by the consultant team, as 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 contract.

7. 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 Contract. Certificates of insurance as stated below will be required upon the Consultant's acceptance of the terms of this Contract.

8. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Consultant acknowledges that in performing services pursuant to this Contract, 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 Contract. The Consultant agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Contract.

9. 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 Contract, 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 Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, 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 Contract, and this Contract 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.

10. 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.

11. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Contract will be cause for the City, by and through its City Manager, to terminate this Contract, 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.

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

13. STANDARD INSURANCE REQUIREMENTS:

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

C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Contract 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 Contract, 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 Contract is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

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

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

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

14. WRITTEN NOTICES: Written notices regarding this Contract shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: Nicholas Dupuis, Planning Director

Consultant: Houseal Lavigne
188 W. Randolph St, St. 200
Chicago, IL 60601
Attn: John Houseal, Partner/Co-Founder

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

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

17. COMPLETE CONTRACT: The parties agree that the conditions set forth in this Contract sets forth all terms and conditions of Consultant's contract with the City of Birmingham. This Contract supersedes all prior contracts 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 Contract. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

18. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Contract, 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 Contract or the affairs of the Consultant, the City shall have the right to terminate this Contract 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.

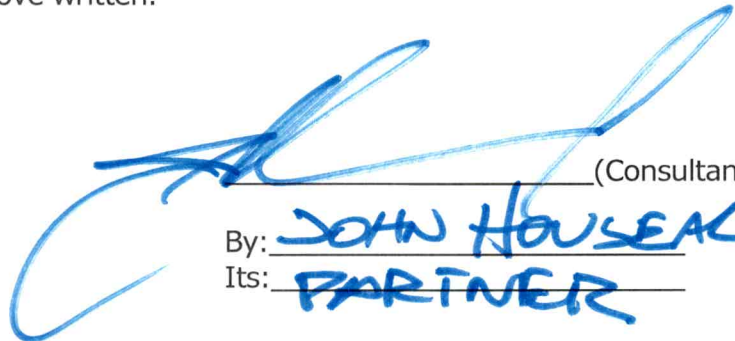
19. FAILURE TO PERFORM. If Consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

20. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Contract, 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 Contract. The laws of the State of Michigan shall govern this Contract, 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.

21. 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 September 30, 2025 to the City's Request for Proposals dated September 2, 2025. In the event of a conflict in any of the terms of this Contract and the Consultant's response dated September 30, 2025, the terms of this Contract shall prevail. (Attached hereto as "Attachment A.")

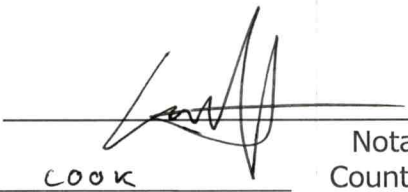
22. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

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 Contract upon the above provided terms and conditions contained in this Contract as of the date first above written.


_____(Consultant)
By: JOHN HOUSEAL
Its: PARTNER

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 6 day of JANUARY, 202~~5~~⁶ before me personally appeared JOHN HOUSEAL, who acknowledged that with authority on behalf of HOUSEAL LAVIGNE to do so he/she signed this Contract.



COOK
Acting in COOK
My commission expires: 11/27/28
Notary Public
County, Illinois
County, Illinois



CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor
Dated: _____

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

APPROVED:



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



Nicholas Dupuis, Planning Director
(Approved as to Substance)



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2026

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  ROBERT A SORENSEN CLU AGENT 300 S COUNTY FARM RD UNIT D WHEATON IL 60187		CONTACT NAME: MARGARITA CANTU PHONE (A/C, No, Ext): 630-588-9590 ext: 225 FAX (A/C, No): 630-588-9626 E-MAIL ADDRESS: margarita.cantu.ii4h@statefarm.com	
INSURED HOUSEAL LAVIGNE ASSOCIATES, LLC 188 W RANDOLPH ST, SUITE 200 CHICAGO IL 60601-2901		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: State Farm Mutual Automobile Insurance Company 25178 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PRIMARY & NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	93-KH-X607-4	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	2809045-SFP-13 1064913-SFP-13	12/06/2025 12/01/2025	06/06/2026 06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	93-BT-V535-8	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	☒ 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	93-LC-H875-2	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

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

LISTED AS ADDITIONAL INSURED:

THE CITY OF BIRMINGHAM, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BIRMINGHAM 151 MARTIN ST BIRMINGHAM MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE "Margarita Cantu (SA4)" ©1988-2015 ACORD CORPORATION. All rights reserved.
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Attachment A:

SCOPE OF SERVICES

Step 1: Project Initiation

To “kick off” the update process on the right foot, meetings will be conducted with City Staff and the Planning Board before undertaking other community outreach activities. This approach allows Houseal Lavigne and the various City-designated individuals to discuss roles, responsibilities, scope, and issues and opportunities with existing regulations, to ensure the project gets off to a good start.

1a. City Staff Coordination Call

Houseal Lavigne will host a web meeting/conference call with the City’s Planning Department, and other key City staff, to discuss the Project Scope, confirm dates and times for the official staff kick-off and department head meetings and first Planning Board meeting. On this call, we will also discuss data needs and clarify any outstanding matters. To ensure consistent communication and coordination, the Project Manager will conduct regular and “as-needed” conference calls and/or web meetings with City Staff throughout the Zoning Ordinance Update process.

1b. Public Communications Strategy – Branding, Messaging, and Collateral

This task will run through the course of the project and play a significant role in garnering support for the update process and piquing public interest in the Zoning Ordinance. Houseal Lavigne’s graphic design and communications experts will use their expertise in community-based marketing to create an “identity” for the project as well as related outreach collateral, presentations, and documents. The Project Team will discuss up to three branding designs with City Staff.

1c. Staff Kick-off Meeting and Orientation “Tour” of the City

A kick-off meeting will be held with the Planning Department and other key City staff. This first face-to-face meeting will allow us to: 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the existing conditions and context of the various areas of Birmingham. We intend to function as a unified and integrated team alongside City staff and officials.

1d. Department Representatives Meeting

Immediately following the staff kick-off meeting, Houseal Lavigne will host a meeting with representatives from all the different City Departments. Since many City departments are responsible for the administration and/or enforcement of various portions of zoning it is essential to receive feedback from these users on what is working and what needs to be updated.

1e. Planning Board Meeting #1 (in-person)

Houseal Lavigne will facilitate a meeting with the Planning Board to introduce them to the project and solicit their concerns and aspirations for the Zoning Ordinance Update. As the policy advisory committee for the project, it is important that the Planning Board has a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

Step 2: Community Engagement

The Zoning Ordinance Update requires a unique approach to community outreach. Outreach for a planning process should encourage ambitious thinking and broad community input. For Zoning Ordinance Updates, outreach must consider the impact of ordinance changes on property owners, development rights, and investment in current development in the community. Zoning Ordinance Update engagement will also bring community members to the table who can shed light on local market realities, the level of tolerance for increased regulation, first-hand experience with development review and entitlement, and gauge public

response to the introduction of new standards and regulations, in order to accomplish the long-term goals of the Birmingham community as established in the Birmingham Plan 2040.

2a. Project Hub Site

At the onset of the project, Houseal Lavigne will develop a project website using ArcGIS Hub. This online platform will seamlessly connect all ArcGIS technologies proposed to be utilized throughout the project as well as host a description of the project process, a timeline, information clarifying the relationship between the City's Birmingham Plan 2040 and zoning, as well as educational resources. Throughout the project, information about meetings, draft documents, and other project related materials will be posted on the project hub site to keep the community informed and engaged.

2b. Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for Birmingham's residents and business owners to offer community-wide opinions on the City's current Zoning Ordinance. The online community questionnaire will be easily accessible on the project hub site. Once closed, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

2c. Focus Group Discussion (up to 5)

Focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to five focus groups will be conducted to obtain additional information regarding issues with the existing Zoning Ordinance. Houseal Lavigne will work with Birmingham staff to identify those to involve. We recommend a broad sampling of participants who have experience going through a zoning or subdivision approval process in the community. Focus groups should include 3-10 individuals with a similar background such as selected property owners, neighborhood group representatives, developers, architects, real estate agents, and business owners. The focus groups will be scheduled by City staff and conducted in-person during scheduled visits related to other outreach events or via telephone/teleconference as needed.

2d. Communications Campaign #1

Communications campaigns are integrated throughout the scope of work and are timed with outreach efforts and major project milestones. This ensures that the community understands the project and is continually engaged and informed throughout the project process. The first campaign will focus on public education and introducing the project, its goals, and process to the community. It will work to build support for the initiative and counter perceptions and misinformation identified in the early stages of the project and include a call-to-action to provide feedback at the upcoming open house and via the online questionnaire. Materials will include social media and website posts, flyers, intercept signs at key locations with a QR code to the project website, and a press release. Communications will be pushed to community leaders and others identified by City staff to help engage hard-to-reach populations.

2e. Project Kick-Off Open House

The purpose of the Project Kick-Off Open House is to move from the general vision and ideas of the City's Birmingham Plan 2040, and into the primary objectives of the Zoning Ordinance Update. The goal of the open house will be to educate members of the public about the Zoning Ordinance and purpose of the Zoning Ordinance Update as well as to form a consensus among participants concerning the primary objectives of the Zoning Ordinance Update as identified in the RFP and by City staff. After the event, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

Step 3: Existing Zoning Ordinance Analysis and Preliminary Recommendations

This task will include the preparation of a Preliminary Recommendations Report that will be informed by a detailed assessment of the City's current Zoning Ordinance and provide Houseal Lavigne's recommendations for the Zoning Ordinance Update. It will be based on issues and opportunities identified in outreach, alignment with Birmingham Plan 2040, information provided by the City and partner agencies, and the experience and expertise of Houseal Lavigne.

3a. Assessment of Current Zoning Ordinance and Recent Development Proposals

The review and assessment of the current Birmingham Zoning Ordinance will entail a detailed chapter-by-chapter, section-by-section review of the City's current code. The assessment will highlight areas where the existing regulations, standards, procedures, processes, and other requirements are problematic, when measured against national best practices, legal considerations, and effectively accommodating property investment while safeguarding and ensuring community character and sense of place. During this step, the City will provide a summary of recent history of development proposals and applications for zoning relief, identifying "pain points" in bringing forward development.

3b. Lot Standards Applicability Analysis

Houseal Lavigne will conduct a lot standards applicability analysis using ArcGIS Pro to evaluate existing development conditions against the lot area and width standards of the City's residential zoning districts. The analysis will include both a nonconformities analysis and a subdivision opportunities analysis. The nonconformities analysis compares the existing minimum lot area and width requirements of a district with existing development within that district and tests alternate standards. The analysis provides insight on whether regulations reflect existing development patterns or if they should be adjusted to ease the burden on landowners as they seek to reinvest in their property and on staff and elected/appointed officials as they consider variance requests. The subdivision opportunity analysis tests the alternate standards to determine whether they would create new subdivision opportunities that do not exist with the current standards.

3c. Land Use Plan and Zoning Map Alignment

If Birmingham is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a land use plan and zoning map alignment analysis can be conducted. The analysis compares and scores the level of alignment between the land use plan category descriptions and zoning district purpose and intent statements, uses identified as desirable in the land use plan category and uses allowed by-right or conditionally in the zoning district, as well as the envisioned development pattern of the land use plan category and the existing development pattern of the zoning district. The resulting map helps to identify key rezoning opportunities as well as how existing districts can be updated to better align with land use plan categories.

3d. Comprehensive Master Plan and Zoning Ordinance Text Alignment

Regardless of whether Birmingham is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a comparative analysis between the vision, goals, and implementation actions of the *Birmingham Plan 2024* and the text of the Zoning Ordinance will be conducted. This level of analysis is essential to identifying regulatory barriers to realization of the community's vision for its future.

3e. Best Practices and Comparative Community Research

Houseal Lavigne will conduct best practices and comparative community research on up to three key topics to inform the City about approaches other communities have taken to address similar issues.

3f. Preliminary Recommendations Report

Finally, the findings of tasks 3a-3e will be packaged into a Preliminary Recommendations Report. The report will describe the issues with current regulations based on feedback received during Steps 1 and 2, alignment with Birmingham Plan 2040, and our expertise and analysis. The report will also include an overall recommended organization of the updated Zoning Ordinance as well as identify strategies for how to proceed, what to prioritize, and case studies and best practice approaches to be considered to resolve identified issues.

3g. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the report available for public review and meeting with the Planning Board. Appropriate revisions will be made based on City staff feedback.

3h. Communications Campaign #2

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the Preliminary Recommendations Report will be posted on the project website and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the report for public review and

comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

3i. Planning Board Meeting #2 (in-person)

Houseal Lavigne will present the Preliminary Recommendations Report to the Planning Board. The intent will be to review and discuss recommendations, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with the necessary direction to begin the development of draft Zoning Ordinance sections. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 4: District and Use Standards

This step will entail the preparation of the first third of the Zoning Ordinance including base and overlay district specific standards and use standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and Planning Board review.

4a. District Standards

This task will include revisions to district purpose and intent statements to align with the City's Birmingham Plan 2040. Bulk and dimensional standards will also be revised during this step based on the results of the conformity analysis conducted as a part of Step 3. Zoning map updates and amendments reflecting any new zoning districts or changes will also be made during this step if recommended in the Preliminary Recommendations Report.

4b. Use Standards

This task will include the drafting of a consolidated use table with modernized uses aligned to the updated districts. Supplemental use regulations that incorporate design principles and use limitations (such as hours of operation) relevant to specific uses will also be developed at this stage.

4c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City Staff before making the drafts available for public review and meeting with the Planning Board. Appropriate revisions will be made based on City staff feedback.

4d. Communications Campaign #3

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft District and Use Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

4e. Planning Board Meeting #3 (in-person)

Houseal Lavigne will present the draft District and Use Standards to the Planning Board. The intent will be to review and discuss major proposed changes, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 5: Development and Sign Standards

This step will entail the preparation of the heart of the new Zoning Ordinance including general development standards and sign standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and Planning Board review.

5a. General Development Standards

This task will include objective, understandable, and context-sensitive standards and regulations for development throughout the City including landscape and buffering standards, parking and loading standards, building design standards, outdoor lighting standards, and fence/wall standards.

5b. Sign Standards

This task will modernize the City's sign ordinance, ensuring it complies with relevant case law, is content neutral, and furthers the City's goals for the appearance of the community.

5c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the Planning Board. Appropriate revisions will be made based on City staff feedback.

5d. Communications Campaign #4

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft Development, Building, and Design Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

5e. Planning Board Meeting #4 (in-person)

Houseal Lavigne will present the draft Development and Sign Standards to the Planning Board. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 6: Subdivision Standards and Decision-Making Procedures

This task will entail the preparation of the latter third of the updated Zoning Ordinance, including subdivision standards and decision-making procedures. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and Planning Board review.

6a. Subdivision Standards and Procedures

This task will modernize the City's subdivision standards and simplify and streamline subdivision approval procedures. Note: this task will not include revisions to engineering or construction standards or specifications.

6b. Decision-Making Procedures

This task will establish efficient and flexible decision-making procedures that improve clarity, efficiency, and transparency between City staff, elected and appointed officials, applicants, and the public. This section will also update the City's nonconformities standards.

6c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the Planning Board. Appropriate revisions will be made based on City staff feedback.

6d. Communications Campaign #5

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft Sign Standards and Decision-Making Procedures will be posted on the project hub site, and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified as by City staff to help engage hard-to-reach populations.

6e. Planning Board Meeting #5 (in-person)

Houseal Lavigne will present the draft Subdivision Standards and Decision-Making Procedures to the Planning Board. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

Step 7: Draft and Final Zoning Ordinance

Based on the previous steps in the update process, the full draft and final Zoning Ordinance will be prepared and presented for local consideration and adoption.

7a. Draft Zoning Ordinance Document

Houseal Lavigne will prepare the draft Zoning Ordinance document based on direction received from the Planning Board. A consolidated chapter of definitions as well as diagrams and flowcharts will be embedded in the document at this stage.

7b. Final Legal Review and City Staff Review Calls (up to 5)

The draft Zoning Ordinance will be brought for final legal review to the City Attorney. Although the City Attorney may be involved throughout the process of developing the updated Zoning Ordinance, final legal review is necessary before the full draft document is made public. Houseal Lavigne will facilitate review calls with City staff to discuss the comments of the City Attorney and other City staff before making the document available for public review and meeting with the Planning Board. Appropriate revisions will be made based on City Attorney and other City staff feedback.

7c. Planning Board Meeting #6 (in-person)

A final meeting will be conducted with the Planning Board to review and reach agreement on the full draft Zoning Ordinance document before proceeding with the public review and adoption process. Appropriate revisions to the draft Zoning Ordinance will be made based on feedback received and the final draft Zoning Ordinance will be prepared for public consideration.

7d. Final Draft Zoning Ordinance

Houseal Lavigne will prepare the draft Zoning Ordinance document based on the final direction received from the Planning Board.

7e. Informational Brochure

To summarize the major proposed changes to the Zoning Ordinance clearly and concisely, an Informational Brochure will be developed. The brochure will include answers to frequently asked questions, provide an overview of the Zoning Ordinance Update process, highlight and provide the reasoning behind major proposed changes, and include information about where to learn more and provide feedback. The brochure can be made available on the project hub site, at City Hall and other community facilities, and can be mailed to property owners and tenants, especially if any zoning map amendments are proposed.

7f. Communications Campaign #6

This final communications campaign will share the Informational Brochure and include a call-to-action to provide feedback at upcoming open houses. Language for press releases and social media posts will highlight the importance of the process for the future of Birmingham. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

7g. Pre-Adoption Open House

Members of Houseal Lavigne, along with City staff, will be present an in-person open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the final draft Zoning Ordinance document. Houseal Lavigne will be available throughout the community open houses to present materials, answer questions, and get feedback before initiating the approval process. Feedback from the open houses will be shared with the Planning Board and City Commission during adoption meetings to inform their decision making.

7h. Planning Board Public Hearing (in-person)

Houseal Lavigne will present the final Zoning Ordinance at the Planning Board public hearing.

7i. City Commission Adoption (in-person)

Houseal Lavigne will present the final Zoning Ordinance to City Commission for consideration and adoption.

7j. Final Zoning Ordinance Document

Following the adoption of the Zoning Ordinance, Houseal Lavigne will share the final document, components, and map with the City in fully editable documents including Word and PDF and supporting jpeg, png, and GIS files. The Project Team will provide 6 bound color copies of the Final Zoning Ordinance Document, and 6 color hard copies of the Zoning Map (24 inches x 36 inches).



**REQUEST FOR PROPOSALS
FOR BIRMINGHAM ZONING ORDINANCE UPDATE**

Sealed proposals endorsed "**ZONING ORDINANCE UPDATE**", will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until **Tuesday September 30, 2025 at 3:00 PM** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to conduct a comprehensive Zoning Ordinance Update. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin Street, Birmingham, Michigan 48009.

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

Submitted to MITN:	Tuesday September 2, 2025
Deadline for Submissions:	Tuesday September 30, 2025
Project Contact Person:	Nicholas Dupuis, Planning Director City of Birmingham 151 Martin Street Birmingham, MI 48009 Direct Phone: 248-530-1856 Email: ndupuis@bhamgov.org



**REQUEST FOR PROPOSALS
FOR BIRMINGHAM ZONING ORDINANCE UPDATE**

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INTRODUCTION

For purposes of this RFP the City of Birmingham will hereby be referred to as “City” and the private consulting firm or firms will hereby be referred to as “Consultant.”

The City of Birmingham is seeking proposals from qualified consultants for a comprehensive update of its Zoning Ordinance and associated Zoning Map (hereinafter collectively referred to as “Zoning Ordinance”). This effort aims to modernize the community’s land use regulations to better align with current planning practices, support sustainable development, and synthesize the recommendations outlined in the City’s comprehensive Master Plan, the [Birmingham Plan 2040](#) (“2040 Plan”), which was adopted in 2023. A matrix of Zoning Ordinance related recommendations to be considered in this update from the 2040 Plan is attached to this RFP as “Exhibit 1” and should be used as a reference for Consultants when reviewing this RFP.

The City’s current Zoning Ordinance and its associated zoning districts & regulations, development standards, definitions, and other standards were adopted in the early 2000’s and have been updated many times since. In seeking an update of the Zoning Ordinance, the City aims to ensure that the Zoning Ordinance is consistent with evolving land use trends, community needs, state or federal mandates, and the 2040 Plan. The City recognizes the importance of a clear, predictable, and user-friendly zoning framework that promotes equitable growth, protects community character, encourages economic development, and supports housing and environmental goals.

Through this RFP, the City invites experienced planning and zoning professionals to submit proposals that demonstrate a thorough, inclusive, and modern approach to updating the Zoning Ordinance. The selected consultant will be expected to work closely with municipal staff, elected officials, stakeholders, and the public to produce a legally sound, modern, and intuitive Zoning Ordinance.

Qualified Consultants must demonstrate experience in conducting public engagement, building community consensus, utilizing planning best practices, and have a strong background working in traditional, walkable communities.

During the evaluation process, the City reserves the right where it may serve the City’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. In addition, the City may require bidders to provide oral presentations upon request.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP. It is anticipated that the Consultant will be selected by November 2025 and the Zoning Ordinance update process will commence by January 2026.

PUBLIC PARTICIPATION

Extensive public participation is vital to the success of the Zoning Ordinance update. During the update process, the Consultant will solicit and garner the input of the public on zoning standards and regulations for the City and build consensus to provide the basis for the overall direction of the zoning ordinance update. Extensive public input will be encouraged throughout the entire process, including specific discussions related to the recommendations and context of the 2040 Plan. The selected Consultant will be required to submit a detailed public engagement strategy as a part of this RFP that allows for public input throughout the entire process from project initiation through final adoption, utilizing contemporary technologies.

SCOPE OF WORK

The selected consultant will lead a comprehensive update of the City of Birmingham's Zoning Ordinance. The purpose of this update is to create a modern, consistent, and user-friendly ordinance that aligns with the community's current and future land use goals, as reflected in the Birmingham Plan 2040 and other adopted policies.

The scope of work includes, but is not necessarily limited to, the following tasks:

1. Project Initiation and Background Review

- Meet with City staff to refine project scope, confirm expectations, and finalize a public engagement strategy.
- Review the existing Zoning Ordinance, 2040 Plan, subdivision regulations, and other relevant plans, policies, and codes.
- Identify key deficiencies, inconsistencies, and outdated provisions in the current ordinance.
- Develop initial public communication strategies regarding the Zoning Ordinance Update and the scope of work.

2. Public Engagement and Stakeholder Involvement

- Develop and implement a robust public engagement strategy that includes outreach to residents, local businesses, property owners, local institutions, and underserved communities in an effort to improve outcomes, provide transparency, and educate the community on the Zoning Ordinance Update.
- Facilitate a series of public meetings, workshops, focus groups, or open houses throughout the process.
- Engage with elected officials, Planning Board, and other relevant boards/committees to solicit input and build consensus.

3. Diagnostic Report and Recommendations

- Prepare a Zoning Ordinance diagnostic report identifying major issues and recommended approaches to address them.
- Highlight best practices, legal considerations, and emerging trends in zoning and land use planning.
- Present findings to staff, stakeholders, Planning Board, and elected bodies for feedback and refinement.

4. Drafting of Updated Zoning Ordinance

- Prepare a complete rewrite or major revision of the Zoning Ordinance based on community input and staff guidance.
- Incorporate modern zoning techniques such as form-based codes, mixed-use zoning, performance standards, context-sensitive design, and sustainability measures, where appropriate.
- Ensure the ordinance is consistent with state and federal laws, supports the 2040 Plan, and includes clear, enforceable standards.
- Provide graphics in key areas of the plan to support engagement and clarity of complex regulations.

5. Zoning Map Revisions

- Review and update the official Zoning Map to reflect any new zoning districts or changes to existing district boundaries.
- Identify and recommend Zoning Map amendments to resolve inconsistencies or implementation challenges.
- Implement best practices with color schemes and provide a high quality, graphically superior, and approachable Zoning Map.

6. Administrative and Procedural Improvements

- Review and update zoning procedures including applications, permitting processes, and review timelines.
- Propose changes to improve clarity, efficiency, and transparency in zoning administration.
- Ensure alignment with other local development review processes and regulatory documents.

7. Final Ordinance and Adoption Support

- Provide a complete final draft of the updated Zoning Ordinance and Zoning Map.
- Prepare summaries, presentations, and other materials to support public hearings and adoption by the Planning Board and City Commission.
- Assist staff in responding to public comments and making any final revisions.
- Attend and present at key public meetings and hearings as needed.

This outline is not necessarily all-inclusive and the Consultant shall include in the proposal any other tasks and services deemed necessary to satisfactorily complete the project. It is anticipated that the Birmingham Planning Board, together with Birmingham Planning Department staff, will engage in the review and analysis each of these steps in the Scope of Work.

DELIVERABLES

The Consultant is expected to provide both interim deliverables and final deliverables for the Zoning Ordinance update at the stages and in the formats noted in this section.

Interim Deliverables

The Consultant is expected to provide deliverables at each stage of the Scope of Work. Interim deliverables are expected to be delivered in digital formats only. Types of interim deliverables include, but are not limited to, reports, memorandums, presentations, analyses, or summaries related to each stage of the Scope of Work and the specific tasks therein.

Final Deliverables

The Consultant shall provide the Zoning Ordinance update in the following formats upon adoption of the final version of the Zoning Ordinance:

1. One (1) reproducible PDF digital file and six (6) bound hard color copies of the completed Zoning Ordinance; and
2. One (1) digital source file of the final Zoning Ordinance.

The Consultant shall also provide the Zoning Map update in the following formats upon adoption of the final version of the Zoning Map:

1. One (1) reproducible high resolution PDF digital file and six (6) 24 in. x 36 in. hard color copies of the completed Zoning Map;
2. All GIS shapefiles or other mapping files related to the Zoning Map; and
3. One (1) digital source file of the final Zoning Map.

All data, illustrations and projections created or compiled throughout the project shall become the sole property of the City of Birmingham.

TIME SCHEDULE AND COST PROPOSAL

All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

The Consultant shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Tuesday September 30, 2025, at 3:00pm** to:

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

One (1) electronic copy and three (3) hard copies of the proposal must be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**ZONING ORDINANCE UPDATE**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

SUBMISSION REQUIREMENTS

All proposals that wish to be considered must contain the following:

1. Cover Letter.
2. Outline of qualifications of the Consultant and of the key employees that will be involved in the project, including an organizational chart of the roles and responsibilities of each team member, and references for the team leader(s). The project team should include (but is not limited to) each of the following skill sets:
 - Urban Planning
 - Land Use
 - Zoning and Form-Based Code
 - Urban Design
 - Sustainability
 - Parking
3. Outline of Consultants' experience with the preparation of similar Zoning Ordinance updates, including references from at least three (3) relevant communities where such updates have been completed. Representations of this work may be provided by the Consultant and must include links to said communities' Zoning Ordinance.
4. Outline presenting a description of the scope of work to be completed, broken down into the following separate components:
 - Project Initiation and Background Review

- Public Engagement and Stakeholder Involvement
 - Diagnostic Report and Recommendations
 - Drafting of Updated Zoning Ordinance
 - Zoning Map Revisions
 - Administrative and Procedural Improvements
 - Final Ordinance and Adoption Support
5. Proposed time frame for completion of each component of the scope of work.
 6. A statement of any recommended additional services, if any. Define hourly rates for additional services by discipline.
 7. Bidders Contract (Attachment B).
 8. Cost Proposal (Attachment C).
 9. Iran Sanctions Act Vendor Certification (Attachment D).

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein. If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to:

City of Birmingham
ATTN: Nicholas Dupuis, Planning Director
151 Martin Street
Birmingham, MI 48009

or

via email to **ndupuis@bhamgov.org**

Such request for clarification shall be delivered, in writing, no later than 8 days prior to the deadline for submissions. Email requests must contain in their subject line "Request for Clarification".

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 of Birmingham to the most responsive and responsible bidder and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in their 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
 - Full Address
 - Telephone Number
 - Email Address

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

The City will utilize a qualifications-based selection process in choosing a consultant for the completion of this work. The evaluation panel will consist of City staff, board members, and/or any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

Qualifications and Experience of Firm and Team	20%
Quality of Past Work / References	20%
Work Plan, Understanding of Project and Timeline	35%
Community Engagement/Communications Strategy	20%
Cost Proposal / Fee Structure	5%

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 successfully submit all required documents outlined in the Scope of Work.
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 this Contract 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. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of a Contract with the City.
7. The Consultant will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the Contract as set forth and attached as Attachment A.

CITY RESPONSIBILITY

The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to review and approve any work performed by the Consultant.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 20 of the Contract 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 13 of the Contract 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 contract, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

All bidders are required to submit an executed contract herein attached as Attachment A. All executed contracts must contain the insurance coverage as specified within the contract. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 12 of the Contract 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 18 of the Contract 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

Evaluate Respondents	October 2025
Interview Consultant s	October/November 2025
Award Contract	November/December 2025
Project Kick Off Meeting	January 2026
Final Draft of Z.O. Update	December 2027

The Consultant will not exceed the timelines established for the completion of this project. A shorter timeline is encouraged and preferred.

ATTACHMENT A

CONTRACT FOR ZONING ORDINANCE UPDATE

THIS CONTRACT 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) and _____, a whose address is _____ (hereafter referred to as Consultant) 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 modernize the community's land use regulations to better align with current planning practices, support sustainable development, and synthesize the recommendations outlined in the City's comprehensive Master Plan, the Birmingham Plan 2040, and in connection therewith has requested proposals for a Zoning Ordinance Update; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform the requested Zoning Ordinance Update.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Contract, 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 Zoning Ordinance Update dated September 2, 2025, which includes the Consultants response shall be fully incorporated herein by reference and shall become a part of this Contract, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Contract and the Request for Proposal and the Consultant response, the terms of this Contract shall prevail.

2. TERM: This Contract shall have a term ending December 31, 2027. The City shall have the right to unilaterally terminate this Contract, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all documents, services, goods and information prepared by the Consultant through such date.

3. FEES: The fees for this entire project, which includes (but is not limited to) Project Initiation and Background Review, Public Engagement and Stakeholder Involvement, Diagnostic Report and Recommendations, Drafting of Updated Zoning Ordinance, Zoning Map Revisions, Administrative and Procedural Improvements and Final Ordinance & Adoption Support shall be a total of not to exceed _____ Dollars (\$_____.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: Consultant shall employ personnel of good moral character and fitness in performing all services under this Contract.

6. 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. Consultant discloses in writing to the City that AI is being utilized in any portion of the project;
- 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.

Consultants utilization of AI tools shall include a commitment to ensuring that all AI generated content is reviewed by the consultant team, as 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 contract.

7. 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 Contract. Certificates of insurance as stated below will be required upon the Consultant's acceptance of the terms of this Contract.

8. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Consultant acknowledges that in performing services pursuant to this Contract, 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 Contract. The Consultant agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Contract.

9. 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 Contract, 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 Contract shall be construed to imply a joint venture or partnership and neither party, by virtue of this Contract, 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 Contract, and this Contract 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.

10. 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.

11. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Contract will be cause for the City, by and through its City Manager, to terminate this Contract, 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.

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

13. STANDARD INSURANCE REQUIREMENTS:

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

C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Contract 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 Contract, 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 Contract is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

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

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

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

14. WRITTEN NOTICES: Written notices regarding this Contract shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: Nicholas Dupuis, Planning Director

Consultant: _____

Attn: _____

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

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

17. COMPLETE CONTRACT: The parties agree that the conditions set forth in this Contract sets forth all terms and conditions of Consultant's contract with the City of Birmingham. This Contract supersedes all prior contracts 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 Contract. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

18. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Contract, 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 Contract or the affairs of the Consultant, the City shall have the right to terminate this Contract 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.

19. 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.

20. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Contract, 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 Contract. The laws of the State of Michigan shall govern this Contract, 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.

21. 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 _____, 2025 to the City's Request for Proposals dated September 2, 2025. In the event of a conflict in any of the terms of this Contract and the Consultant's response dated _____, 2025, the terms of this Contract shall prevail. (Attached hereto as "Attachment A.")

22. 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 Contract upon the above provided terms and conditions contained in this Contract as of the date first above written.

_____(Consultant)

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 _____ to do so he/she signed this Contract.

Notary Public

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

CITY OF BIRMINGHAM:

By: _____

Therese Longe, Mayor

Dated: _____

By: _____

Alexandria D. Bingham, City Clerk

Dated: _____

APPROVED:

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

Nicholas Dupuis, Planning Director
(Approved as to Substance)

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

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

ATTACHMENT B

BIDDER'S CONTRACT FOR ZONING ORDINANCE UPDATE

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

1. They have carefully examined the specifications, terms and Contract 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 FOR ZONING ORDINANCE UPDATE

In order for the bid to be considered valid, this form must be completed in its entirety. Additional sheets may be added if necessary. The cost for the Scope of Work as stated in the Request for Proposal documents shall be itemized as follows:

Project Elements	Cost
• Project Initiation and Background Review	\$
• Public Engagement and Stakeholder Involvement	\$
• Diagnostic Report and Recommendations	\$
• Drafting of Updated Zoning Ordinance	\$
• Zoning Map Revisions	\$
• Administrative and Procedural Improvements	\$
• Final Ordinance and Adoption Support	\$
TOTAL AMOUNT	\$
Additional Meeting Charge	\$ /meeting
Additional Services (If Any)	
•	\$
•	\$
•	\$
•	\$
TOTAL AMOUNT WITH ADDITIONAL SERVICES	\$

Firm Name _____

Authorized signature _____ Date: _____

ATTACHMENT D

VENDOR CERTIFICATION THAT THIS IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Consultant	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

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

Signature of Consultants

Authorized Agent:

Printed Name of Consultant's

Authorized Agent:

Witness Signature:

Printed Name of Witness:

EXHIBIT 1

THE BIRMINGHAM PLAN 2040 – ZONING ORDINANCE RECOMMENDATIONS TO BE CONSIDERED

The following matrix of recommendations was extracted from the [Birmingham Plan 2040](#) for the purposes of highlighting the recommendations that are sought to be considered by the City as a part of the Zoning Ordinance Update project. This exhibit is provided only as a convenience to bidders. The Consultant is expected to review the Birmingham Plan 2040 in its entirety.

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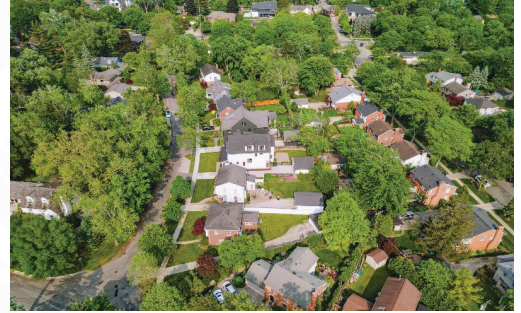
Type	Title	Description
Policy	Zoning Code Update	Update the zoning code. The following goals are provided greater detail within the chapters listed. See additional goals under “Best Practice Recommendations” in the “Update the Zoning Code” section.
		Focus on brevity, clarity, graphics, and aligning zones with Future Land Use categories.
		Consolidate zones and uses as much as is practical and ensure the updated document is legible, clear, and predictable
		Extend D2 zoning to the multi-family properties along the west side of Old Woodward up to Quarton.
		Modify the MX District to enable the urban development envisioned for the Rail District.
		Develop an Overlay Zoning District for the Lower Rail District that permits the existing, but somewhat improved condition to persist for the area south of Palmer Street.
		Create a zoning district to enable neighborhood destinations.
		Reduce the amount of open space required per unit for townhomes and multi-family.
		Adjust residential zone boundaries and standards to better match existing housing. Including a study of the city’s residential architectural styles and building types, their key characteristics, position on their properties, driveway configuration, age, and the areas where each common type is located.
		Review and update site, building, and design codes to prevent increased rainwater runoff and other negative impacts from new house construction.
		Consider age-in-place-friendly building regulations, such as grab-bars, ramps, and elevators in single family homes, with careful attention paid to the city’s architectural heritage.
		Address neighborhood lighting standards, including exterior residential lighting intensity and color temperature. See the International Dark Sky Association recommended standards.
		Advance building sustainability in new construction, especially within the City’s mixed-use districts and for municipal buildings.
		Adopt a policy requiring a minimum 6 foot clear path along the sidewalk throughout mixed-use districts.
		Encourage renovations to expand existing houses rather than the construction of new houses.
		Create a new zoning district or modify the transition zone districts to enable infill development of small homes, townhomes, duplexes, and small multi-family buildings, limited to buffer and activity district seams.
		Enable Accessory Dwelling Units (ADUs) in already compatible zones: MX, TZ1, TZ3, and R4 through R8.

CITY OF BIRMINGHAM, MICHIGAN

ZONING ORDINANCE UPDATE

Proposal

September 30, 2025



HOUSEAL
LAVIGNE



September 30, 2025

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

Dear City of Birmingham,

Houseal Lavigne is pleased to submit our proposal for the Zoning Ordinance Update project for the City of Birmingham. Our experience with the preparation of Ordinances for communities in Michigan, across the Midwest, and throughout the country makes us uniquely qualified to assist the City with this important project.

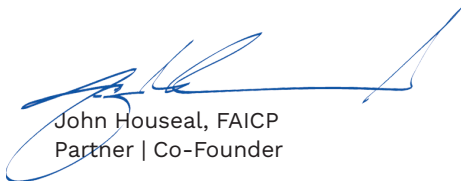
Houseal Lavigne is an award-winning, innovation-based consulting firm. Founded in 2004, Houseal Lavigne has distinguished itself as an industry leader in technology and innovation and is recognized nationally for its outreach, plans, ordinances, and graphics. Houseal Lavigne has worked with more than 450 communities across the country and has unparalleled experience in a wide variety of zoning, planning, and design projects. In addition, our experience with previous and ongoing development regulation projects in Michigan communities such as Benton Harbor, Flint, and New Buffalo provide our firm with the experience needed to navigate and be responsive to regional and state-specific trends and requirements.

We don't presume one regulatory strategy will be best for a given community. Rather than applying a "one size fits all" approach, we bring the expertise necessary to effectively balance Euclidean zoning, form-based regulations, and incentive-based standards into a process that is reflective of local opportunities and priorities. For instance, form-based regulations may be appropriate for Downtown Birmingham and mixed-use districts where multimodal transportation and walkability are priorities, while Euclidean zoning may be more appropriate for traditional single-family residential districts. Updates to the Code will focus on creating a user-friendly and modernized Zoning Ordinance to meet the Birmingham Plan 2040 Community Master Plan goals, including focusing on brevity, clarity, graphics, and aligning zones with Future Land Use categories; consolidating zones and uses as much as is practical and ensuring the updated document is legible, clear, and predictable; addressing neighborhood lighting standards, including exterior residential lighting intensity and color temperature; and creating a new zoning district or modifying the transition zone districts to enable infill development of small homes, townhomes, duplexes, and small multi-family buildings, limited to buffer and activity district seams.

Through our award-winning graphic communication, we develop community-driven processes and regulations that are clear, concise, user-friendly, effective, easy to administer, and responsive to community issues and aspirations. Our illustrations, tables, flowcharts, diagrams, plans, and 3D visualizations have the ability to clearly detail every aspect of a zoning, subdivision, and development code, including bulk and site standards, development standards, use provisions, administrative procedures, and definitions, so that residents, builders, and developers can understand the intent of regulations, and staff, appointed officials, and elected leaders can interpret and administer the Ordinance consistently.

Our project team consists of planning professionals with extensive experience in rewriting, updating, and administering zoning codes. Our team has the experience needed to ensure that Birmingham's Zoning Ordinance Update effectively balances the desires and vision of the community with the realities of the market and what it takes to get good development done.

Sincerely,

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

John Houseal, FAICP
Partner | Co-Founder

312-372-1008 x101
jhouseal@hlplanning.com

Houseal Lavigne
188 W Randolph St, Suite 200
Chicago, IL 60601

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FIRM QUALIFICATIONS

SECTION 01



DELIVERING INNOVATIVE SOLUTIONS FOR A BETTER TOMORROW

FIRM OVERVIEW

Houseal Lavigne Associates, LLC., founded in 2004 by John Houseal, FAICP and Devin Lavigne, FAICP, is an urban planning, zoning, design, and geospatial solutions firm focused on powering the art of planning with science and technology. Over the years we have focused on leveraging new technologies to deliver evidence-based decision-making along with geographically compelling and effective storytelling. We specialize in immersive environments and 3D, planning and zoning scenario modeling and testing, GIS and geospatial analysis, and graphic communication and visualization. We pride ourselves on creativity, collaboration, and critical thinking. Our team is built on strong relationships, the exchange of ideas, and a commitment to innovation. Our priorities are to do good, work smart, have fun, and provide visionary, responsive, and viable solutions to our clients and partners.

Houseal Lavigne has worked with hundreds of communities across the United States and has established itself as one of the planning profession's most innovative and impactful planning firms. Houseal Lavigne has won multiple national awards including the APA's National Excellence Award for an Emerging Planning and Design Firm, the Excellence Award for County Planning from the APA County Division, and the Smart Cities Award from the APA Technology Division. In addition to awards received from numerous local, regional, and national organizations, our firm has won more than twenty-five APA Chapter Awards from multiple states throughout the country in categories including comprehensive planning, strategic planning, outreach, implementation, community health, and best tool or practice. Houseal Lavigne was also awarded Esri's most Innovation Partner Award and has won four Esri Special Achievement in GIS Awards for our digital twins, 3D modeling, scenario testing, and immersive environments.

OFFICE & STUDIO LOCATIONS

Primary Office

Chicago
188 W Randolph St
Suite 200
Chicago, IL 60601

Studios

Milwaukee, WI
Los Angeles, CA
Seattle, WA
Helena, MT

We have
worked on
more than:

650
Projects

Across
more than:

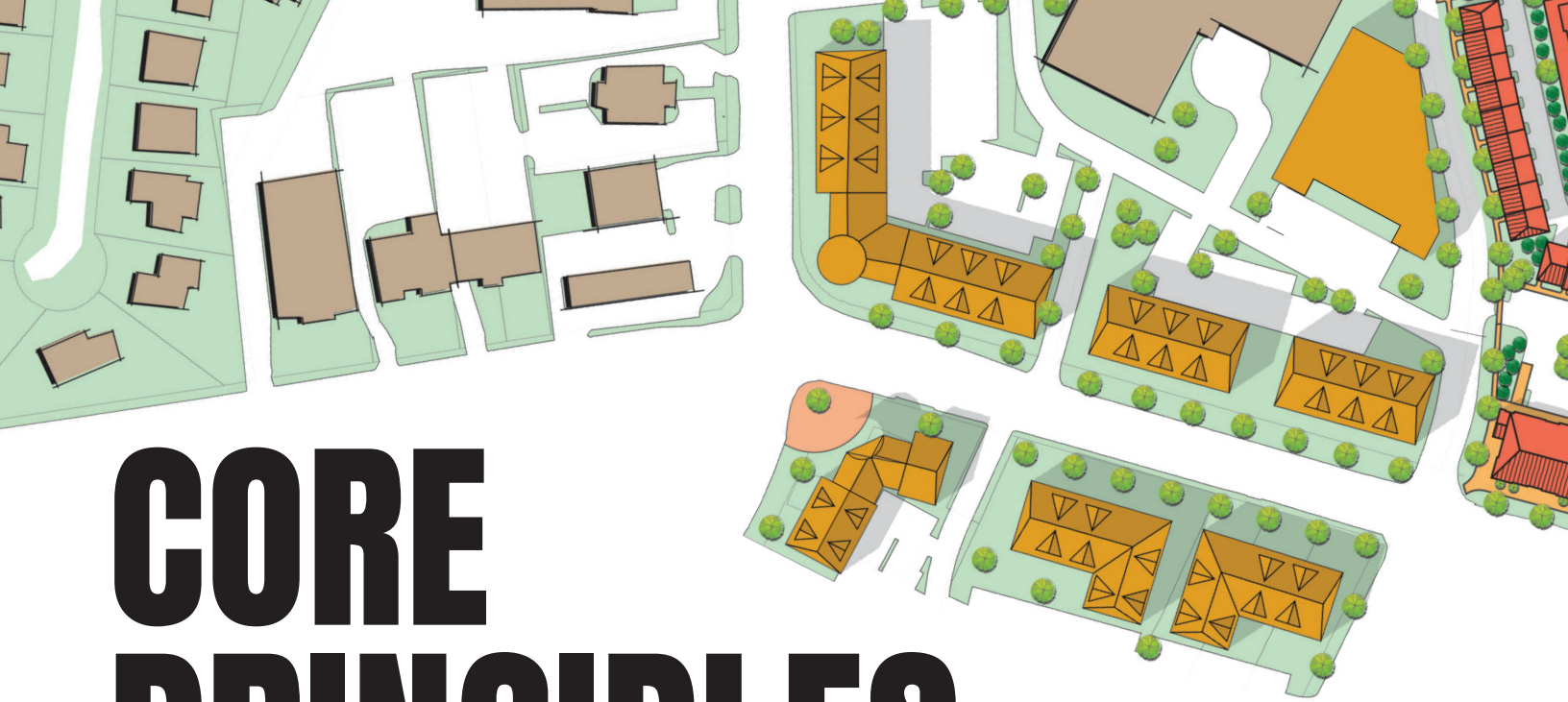
450
Communities

With
experience
across:

031
States

Between
a total of:

005
Offices



CORE PRINCIPLES

At Houseal Lavigne, our core principles have been the cornerstone of our success from the very start. These guiding tenets reflect our deep commitment to urban planning and shape every project we undertake. By consistently honoring these principles, we build lasting trust with our clients, foster strong professional relationships, and create innovative solutions that not only meet but exceed expectations. This dedication has positioned us as one of the most respected and effective firms in the industry, driving meaningful results for the communities we serve.

COMMITMENT TO CREATIVITY

We prioritize vision and creativity as essential elements of effective planning and design, delivering innovative and engaging ideas tailored to local needs.

CRITICAL THINKING

We employ rigorous analysis to evaluate facts and assumptions, asking the right questions to uncover the best solutions, and utilizing data to support evidence-based decision-making.

PARTNER-FOCUSED COLLABORATION

We believe successful collaboration is built on strong partnerships, fostering trust and a "team first" mindset to achieve project goals.

TECHNOLOGY INTEGRATION

We lead the industry in leveraging emerging technologies to enhance the planning process, improve public engagement, support data-driven decision-making, and create impactful results.

VISUAL COMMUNICATION

We emphasize the power of visualization, using illustrative and graphic techniques to make planning, zoning, and development concepts clear, accessible, and engaging for all stakeholders.

ENHANCED COMMUNITY ENGAGEMENT

We champion community stewardship through inclusive stakeholder engagement, ensuring that every project is grounded in the voices and needs of the community.



FIRM DETAILS

Year Founded: 2004

Number of Employees: 27

Business Type: Limited Liability Company (LLC)

PARTNERSHIP WITH ESRI

Houseal Lavigne is an Esri Gold Business Partner, giving our team access to a variety of cutting-edge technologies and programs. This relationship has allowed us to explore how technology can support a data-driven and visually compelling approach to planning. Additionally, it has provided us the opportunity to collaborate with Esri in shaping best practices and enhancing the integration of their services within the planning profession.

GIS and geospatial technologies are integral to all our service areas, including Comprehensive Planning, Land Planning & Site Design, Visualization, and Community Engagement efforts. Houseal Lavigne has been awarded the ArcGIS Online, ArcGIS Urban, and Release Ready Specialty Certifications from Esri, recognizing our expertise in implementing and utilizing the ArcGIS Platform.

It should be noted that Houseal Lavigne is only one of a two urban planning firms in the United States to have been awarded the ArcGIS Urban Specialty Designation, further exemplifying our commitment to being at the forefront of GIS technology for urban planning.



RECENT AWARDS

2025

AL APA Outstanding Plan for Communities under 50,000: Opelika 2040 Comprehensive Plan

WI APA Best Practice Award: Tosa Tomorrow 2045 Comprehensive Plan

ESRI Special Achievement in GIS (SAG) Award: "The Ville" Digital Twin; St. Louis Neighborhood Revitalization; St. Louis Development Corporation

2024

TAPA County Planning Division Award of Excellence: Clarksville Montgomery County Comprehensive Plan

Kane County Plan of the Year: Batavia Downtown Plan

NC APA Marvin Collins Award: Wake Forest Community Plan

IN APA Hoosier Planning Award for Outstanding Comprehensive Planning: All in Allen Comprehensive Plan

TAPA Outstanding Plan for Large Jurisdiction: Clarksville-Montgomery County Comprehensive Plan

2023

NC APA Marvin Collins Award (Honorable Mention) Small Area Plan Category: Holly Springs North-east Gateway Master Plan

ESRI Innovation Award: Use of ArcGIS System in an Innovative or Disruptive Way

ESRI Special Achievement in GIS (SAG) Award: Riverside, CA RHNA Housing Opportunity Finder

2022

CO APA General Planning Award (Honors): Your El Paso Master Plan

CO APA General Planning Award (Merit): Picture Cañon City Comprehensive Plan

CA APA Inland Empire Section Excellence Award for Large Jurisdiction Comprehensive Plan Category: Riverside Housing Element

MO APA Outstanding Public Outreach Award: Springfield Forward SGF Comprehensive Plan

2021

CO APA General Planning Award: Gunnison Comprehensive Plan

NC APA Marvin Collins Award for a Comprehensive Plan: Morrisville Land Use Plan/Town Center

2020

APA National Smart Cities Award (Technology Division): Morrisville Town Center/Land Use Plan

ESRI Special Achievement in GIS (SAG) Award: Morrisville Town Center/Land Use Plan

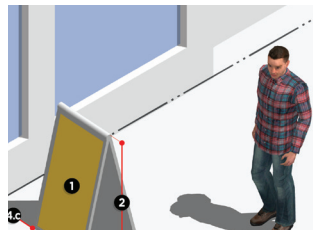
APPROACH TO ZONING

Good development regulations are among the most powerful implementation tools available to communities. When effectively prepared, zoning and development regulations set the table for success, fully leveraging private investment and development in a manner that moves a community forward. Good land use regulations help create more livable, equitable, and economically robust communities, helping to achieve a long-term vision and short-term objectives. Houseal Lavigne is a seasoned professional services firm with unparalleled experience and expertise assisting communities with implementing plans and policies through inclusive and data-driven zoning solutions. Rather than applying a “one size fits all” approach, we bring the expertise necessary to effectively balance Euclidean zoning, form-based regulations, and incentive-based standards into a process that is reflective of local character, sense of place, and community opportunities and priorities.



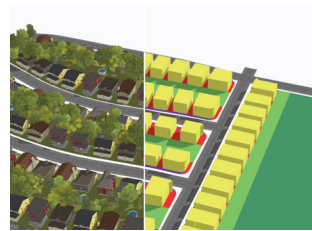
GIS and Data-Driven Analysis

Houseal Lavigne takes a data-driven approach to assessing existing development regulations and testing proposed amendments to ensure a full understanding of the pros and cons of all considered revisions.



Graphics and Diagrams

Our engaging and clear diagrams, tables, and flowcharts help clarify standards, increase accessibility, illustrate the intended outcome of development, and minimize the likelihood of inconsistent interpretation.



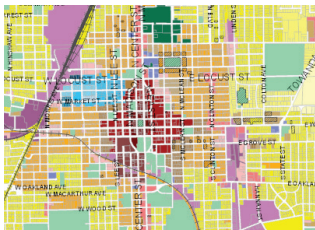
Regulations Testing and Visualization

We use 3D visualizations and procedural modeling to test and compare different regulatory approaches, providing for more informed context sensitive ordinance amendments.



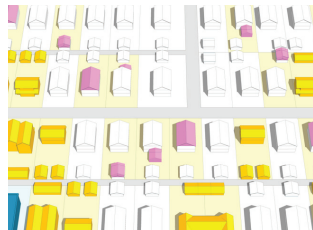
User-Friendly

To ensure ordinances are user-friendly Houseal Lavigne focuses on ordinance structure and organization, writing in plain English, and integrating illustrations, diagrams, tables, matrices, and flowcharts.



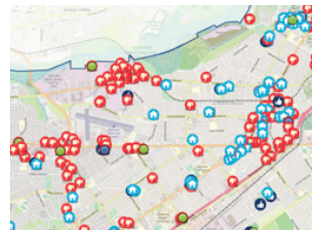
Reality-Based Best Practice

Houseal Lavigne can bring to bear what has and has not worked in other communities to develop unique, responsive, and reality based zoning solutions specific to each client community's needs.



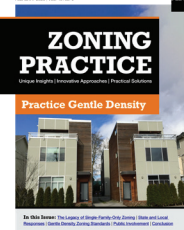
Tackling the Housing Crisis

Zoning can be one of the largest barriers or most helpful tools to ensure housing access, availability, and affordability. The right approach is essential to combating the housing challenges communities are facing.



Effective and Equitable Engagement

Houseal Lavigne utilizes a suite of engagement activities to educate and inform residents as well as to receive meaningful input, helping to build stewardship and reach consensus on zoning.



Recognized Experts

Our team has presented on zoning related topics at numerous national and state chapter American Planning Association (APA) conferences, authored technical articles featured in APA's Zoning Practice publication, are widely recognized for our expertise in tech integration.

KEY EMPLOYEES

Zoning consultants play a key role in offering a fresh, outside perspective and knowledge of cutting-edge best practices from throughout the country, however there will be no substitute for the on-the-ground knowledge of Birmingham staff in creating meaningful and impactful regulation updates. With that in mind, Houseal Lavigne strives to develop strong relationships with our clients and to be considered an extension of staff. Our team will coordinate with staff throughout the process to ensure that the final product reflects this spirit of collaboration.



Education

Master of Environmental Planning,
Arizona State University

Bachelor of Environmental Sciences,
University of Michigan

Memberships

American Planning Association (APA)

American Institute of Certified Planners
Inducted Fellow (FAICP)

Awards

2023 Esri Innovation Award
Use of ArcGIS in an Innovative Way

2022 APA-CO General Planning Award
Your El Paso Master Plan

2022 APA-CO General Planning Award
Picture Cañon City Comprehensive Plan

2022 APA-MO Outstanding Public
Outreach
Springfield Comprehensive Plan

2021 APA-CO General Planning Award:
Gunnison Comprehensive Plan

2019 APA-CO General Planning Award:
Aurora Places Comprehensive Plan

2017 APA-IL Outreach Award:
Envision Oak Park Comprehensive Plan

2016 APA-MN Innovation Award:
St. Cloud Comprehensive Plan

2015 APA-MI Daniel Burnham Award
(Best Plan): Imagine Flint Master Plan

2014 APA National Award for Excellence
Emerging Planning and Design Firm

2014 APA-MI Public Outreach Award:
Imagine Flint Master Plan

2014 APA-IA Daniel Burnham Award:
Coralville Community Plan

2014 Congress for New Urbanism
Mackinac Award for Outstanding Plan:
Imagine Flint Master Plan

2012 APA-IL Daniel Burnham Award:
Downers Grove Comprehensive Plan

2010 APA-IL Strategic Plan Award:
River Forest Corridors Plan

2009 APA-IL Implementation Award:
Ogden Avenue Enhancement Initiative

2007 APA-IL Daniel Burnham Award:
Carpentersville Comprehensive Plan

AICP Certification Instructor

APA National and APA State Chapters
(2005 to Present)

www.planningprep.com
(site's co-creator)

John Houseal is recognized as one of the most innovative and effective practitioners in the field of urban planning. Described as a “true champion for cities,” John has worked with hundreds of cities across the globe providing solutions and leadership to help tackle increasingly complex challenges. His work has made a significant difference in communities worldwide. The American Institute of Certified Planners has elected John to the College of Fellows, the profession's highest distinction, in recognition of his contributions and influence on the planning profession. He has been a featured speaker at several national events for issues related to urban innovation, graphic communication, context sensitive design, environmental responsibility, and the changing global culture of mobility, and his work has been featured in several publications. In addition to his professional work, John is deeply committed to education and community. John taught urban planning at the graduate level at the University of Illinois at Chicago and helped develop a highly effective AICP training program, instructing thousands of planners over the past twenty years. In his own community he developed and taught a community leadership program and co-created a local entrepreneurial philanthropy organization to serve as an innovation engine for community improvement.

Project Experience

Comprehensive Plans/ Master Plans (+100)

- Aurora, CO
- Benton Harbor, MI
- Bentonville, AR
- Brownsburg, IN
- Cañon City, CO
- Coralville, IA
- Council Bluffs, IA
- Downers Grove, IL
- Dublin, OH
- Eden Prairie, MN
- Edinburgh, IN
- El Paso County, CO
- Flint, MI
- Frederick, CO
- Geneva, IL
- Greater Bridgeport
- Region, CT
- Hudson, OH
- Jackson, MO
- Jackson, TN
- Jenks, OK
- Marion, IA
- McHenry County, IL
- Morrisville, NC
- Oak Park, IL
- Palos Park, IL
- Prairie Grove, IL
- River Forest, IL
- Springfield, MO
- St. Cloud, MN
- Tipton, IN
- Urbandale, IA
- Windsor, CO

Zoning AND Development Regulations (+60)

- Ardmore, OK
- Benton Harbor, MI
- Bentonville, AR
- Bloomington, IL
- Cañon City, CO
- Cary, IL
- Carol Stream, IL
- Chicago, IL
- Dunwoody, GA
- Flint, MI
- Geneva, IL
- Hinsdale, IL
- Jenks, OK
- Jackson, TN
- Kenilworth, IL
- Marion, IA
- Muskogee, OK
- Northbrook, IL
- Oak Brook, IL
- Oak Creek, WI
- Verona, WI

Downtown/ TOD Plans (+75)

- Bentonville, AR
- Downers Grove, IL
- Forest Park, IL
- Geneva, IL
- Oshkosh, WI
- Round Lake, IL
- St. Joseph, MI
- Wake Forest, NC

Special Area Plans (+50)

- Bellwood, IL, TOD master Development Plan
- Glenview, IL, The Glen Parcel 24 Master Plan
- Montgomery Preserve Subarea Master Plan
- Naperville, IL, Martin Mitchell Campus Master Plan
- Oak Brook, IL, Commercial Areas Master Plan
- Palos Park, IL, Commercial Areas Master Plan

Corridor Plans (+100)

- Hinsdale, IL - Ogden Avenue Corridor Plan
- IL 47 Corridor Study
- Naperville, IL - Ogden Avenue Enhancement Study
- Oak Brook, IL - 22nd Street Corridor Plan
- Portage, IN - Highway 20 Corridor Plan
- Pace TOD Guidelines Manual
- Prairie Grove, IL
- Richton Park, IL
- River Forest, IL
- Traverse City, MI
- Wilmette, IL



Kari Papelbon

CFM, AICP
Senior Project Manager

Education

Master of Public Administration
University of Texas, San Antonio

Bachelor of Arts in Urban Studies
Trinity University

Memberships

American Planning Association (APA)

Association of State Floodplain Managers
(ASFPF)

APA-WI (Wisconsin Chapter - APA)

Certifications

American Institute of Certified Planners
(AICP)

Certified Floodplain Manager, ASFPF
(CFM)

Awards

Milwaukee Business Journal Real Estate
Best Public Project Award – Lake Vista
Park (2019)

Wisconsin Chapter of the American
Society of Landscape Architects Honor
Award – Lake Vista Park (2020)

Kari is a Senior Project Manager with Houseal Lavigne. Her planning philosophy is rooted in communication, collaboration, and building relationships to help communities achieve their development goals.

Prior to joining Houseal Lavigne, Kari worked for over 20 years in the public sector with agencies providing water and wastewater utility training along the U.S.-Mexico border; providing water resources to the City of San Antonio; and providing planning, zoning, and floodplain administration to the Town of Underhill, Vermont and the City of Oak Creek, Wisconsin. Between July of 2013 and June of 2024, Kari served as Planner and Senior Planner for the City of Oak Creek, providing staff guidance on development proposals, parks, streetscapes, landscapes, and municipal projects. She has experience in reviewing projects of various sizes, from façade and parking lot enhancements to mixed-use developments such as the award-winning Drexel Town Square, to large-scale commercial developments. She has coordinated outreach and engagement efforts with the public, Boards and Commissions, and State agencies. With her extensive municipal experience, Kari brings an understanding of the challenges facing local governments. She is dedicated to providing innovative and unique solutions to help communities move from vision to implementation.

Kari is a Certified Planner with the American Institute of Certified Planners and a Certified Floodplain Manager with the Association of State Floodplain Managers. She has served as Secretary for both the Board of the Wisconsin Chapter of the American Planning Association and the Board for the Wisconsin Association for Floodplain, Stormwater, and Coastal Management.

Project Experience

Parks & Recreation Plans

- Lake Vista Park, Oak Creek, WI
- Drexel Town Square Pocket Park (in progress), Oak Creek, WI

Comprehensive Plans

- Anderson, SC
- Dixon, IL
- Galena, IL
- Green Bay, WI
- Oak Creek, WI*
- Underhill, VT*
- Wauwatosa, WI

Zoning Ordinances

- Altoona, WI
- Waukesha, WI
- Underhill, VT*
- Oak Creek, WI*

Corridor Plans

- Drexel Avenue Streetscape, Oak Creek, WI

Grant Writing

- Zoning Redistricting, Underhill, Vermont
- AARP Active Living Workshop, Underhill, Vermont

* Work conducted as municipal staff

Education

Bachelor of Science in Landscape
Architecture, Purdue University

Memberships

American Planning Association
American Institute of Certified Planners

ASLA Positions

ILASLA Allied Professionals Liaison
ILASLA Legacy Project Co-Chair
Past ILASLA Public Awareness Chair
Past ILASLA External
Communications Officer

APA-IL Positions

Co-Chair for the Marketing Committee

Presentations

Trimble Dimensions + 3D Basecamp
November, 2024
USD and SketchUp to Omniverse
Workflows
APA-IL September, 2024
Better Diagrams Better Codes
2024 North Carolina CityVision
Conference
Planning Partnerships: How Client-
Consultant Relationships Lead to
Successful Planning
2015 National APA Planning Conference
New Tools for Zoning &
Development Visualization
2013 National APA Planning Conference
Putting Zoning on the Map
APA-CMS January, 2012
Integrating Sustainability
Into Development Regulations

Awards

NC APA - Marvin Collins Award - Wake
Forest Community Plan
2023 APA-NC Marvin Collins Award
Small Area Plan Honorable Mention
Holly Springs Northeast Gateway Master
Plan
2020 Special Achievement in GIS Award
Morrisville Land Use Plan
2020 APA Smart Cities Award
Morrisville Land Use Plan
2019 APA-CO General Planning Award
Aurora Places Comprehensive Plan
2018 APA-VA Plan of the Year
Bristol Virginia Comprehensive Plan
2018 Special Achievement in GIS Award
Oshkosh Lakeshore Development
2016 APA-MN Innovation Award
St. Cloud Comprehensive Plan

Nik Davis is a Principal at Houseal Lavigne, bringing 20 years of experience in planning, urban design, and zoning. Nik oversees Houseal Lavigne's professional services team and internal operations. He manages project workflows, guides strategic plan directions, and encourages collaboration across each service line to foster innovation and maintain efficiency. His oversight extends to quality control protocols, allocating staff resources, refining methodologies, and integrating emerging technologies to ensure deliverables meet client expectations and align with community needs.

Nik embraces a problem-solving approach, leveraging a diverse range of techniques and software to deliver innovative and actionable planning solutions. Specializing in conceptual design, mapping, and 3D visualization, Nik bridges the gap between planning policy and real-world development, delivering planning documents that effectively communicate a community's vision and goals. Nik earned a Bachelor of Science in Landscape Architecture from Purdue University and is an AICP-certified planner.

Project Experience

Comprehensive Plans/ Master Plans (+100)

- Aurora, CO
- Bentonville, AR
- Bristol, TN
- Brownsburg, IN
- Buffalo, NY *
- Cary, IL
- Centerton, AR
- Council Bluffs, IA
- Downers Grove, IL
- Eden Prairie, MN
- Elgin, IL
- Flint Master Plan, MI
- Frederick, CO
- Galena, IL
- Glen Ellyn, IL
- Green Bay, WI
- Hudson, OH
- Maywood, IL
- Morrisville, NC
- North Aurora, IL
- Oak Park, IL
- Peoria Heights, IL
- Springfield, MO
- St. Charles, IL
- St. Cloud, MN
- Villa Park, IL
- Wake Forest, NC
- Westmont, IL
- Windsor, CO
- Woodstock, IL

Zoning AND Development Regulations (+40)

- Baltimore, MD *
- Bentonville, AR
- Buffalo, NY *
- Cleveland Heights, OH *
- Council Bluffs, IA *
- Dunwoody, GA
- Flint, MI
- Fort Dodge, IA *
- Hinsdale, IL *
- Mundelein, IL *
- Muskogee, OK
- New Orleans, LA *
- Park Ridge, IL *
- Riverside, IL *
- Wake Forest, NC
- Wilmette, IL *
- Winnebago County, IL *

Downtown/ TOD Plans (+60)

- Batavia, IL
- Bentonville, AR
- Carbondale, IL
- Clarendon Hills, IL *
- Elmhurst, IL (x2)
- Fort Dodge, IA
- Geneva, IL
- Hinsdale, IL *
- Hudson, OH

Corridor Plans (+40)

- Ames, IA
- Bentonville, AR
- Des Plaines, IL *
- Elmhurst, IL
- Homer Glen, IL
- Island Lake, IL
- Kenilworth, IL
- Lisle, IL
- Mason, OH
- New Lenox, IL
- Park Ridge, IL *
- Peoria Heights, IL
- Portage, IN
- Rolling Meadows, IL
- Traverse City, MI

Design Guidelines (+30)

- Chicago, IL -
Archer & Halsted
- Council Bluffs, IA *
- Fort Dodge, IA *
- Kenilworth, IL
- Mundelein, IL *
- Pace TOD Guidelines
Manual

* Work conducted at another firm.

Education

Master of Urban and Regional Planning
University of South Florida, Tampa

Bachelor of Architecture
Mumbai University, India

Memberships

American Planning Association (APA)

Hema is a Planner II with Houseal Lavigne Associates. Her primary focus is revising zoning, sign, and subdivision ordinances that feature user friendly layouts, align with community planning efforts, and streamline development process. Hema also contributes to comprehensive plans, subarea plans, and other land use planning projects, leveraging her zoning experience to ensure plan recommendations are actionable.

Hema comes to Houseal Lavigne after working for four years as a Planner for various cities in the US. After completing her master's degree in Urban and Regional Planning, she began working as a Land Use Planner in Southeast Florida. Over the next two years, she worked on large-scale Development of Regional Impact (DRI) rezonings, the drafting of Planned Development zoning ordinances, amendments, permitting, the rezoning process, and land use justification across various cities, counties, and villages along the east coast. This role provided her with valuable hands-on experience in understanding how zoning provisions, urban design, and development requirements impact private development.

Hema received a bachelor's degree in Architecture from Mumbai, India, and a master's degree in Urban and Regional Planning from the University of South Florida. She has always been passionate about understanding how land use planning and zoning processes influence architectural design and contribute to the unique character of different cities.

Project Experience

Development Advisory Services*

- Bell County, TX- Planning Services
- Blanco County, TX- Planning Services
- City of Austin, TX- Rezoning, Feasibility Analysis, and Planning Services
- City of Round Rock, TX- Rezoning and Land Use Analysis
- Fort Lauderdale, FL- Zoning Justification and Planning Services
- Fort Pierce, FL- Rezoning and Planning Services
- Port St. Lucie, FL-Planned Development Entitlement
- St. Lucie County, FL- Rezoning and Planning Services
- Travis County, TX- Planning Services and Land Use Acquisition
- Vero Beach, FL- Planning Services
- Village of Indian Town, FL- Planning Services
- Williamson County, TX- Planning and Development Services

Comprehensive & Master Planning

- City of Anderson, SC- Comprehensive Plan
- City of Downers Grove, IL- Comprehensive Plan
- City of Jefferson, MO- Comprehensive Plan
- Kershaw County, SC- Comprehensive Plan
- St. Charles County, MO- Comprehensive Plan

Land Development Regulations

- Draper, UT-UDO
- Eau Claire, WI-UDO
- Franklin, WI- Zoning Ordinance Update
- Kershaw County SC UDO
- Savoy, IL- Sign Code Update
- Thornton, CO-UDO presentation
- Town of Morrisville, NC- Zoning rewrite
- Waukesha, WI- Zoning Ordinance Update

Design Guidelines & Visualizations*

- City of Austin, Concept Planning
- City of Fort Pierce- Zoning Map (Specific Area)
- City of Port. St. Lucie- Planned Development
- Port St. Lucie, FL-Zoning Map (Specific Area)
- St. Lucie Count- Zoning Map (Specific Area)
- Travis County, Concept Planning

Education

Bachelor of Science in Political Science,
Minor in Public Administration,
Northern Arizona University

Memberships

American Planning Association (APA)

Certifications

American Institute of Certified Planners
(AICP)

Nicole is a Planner II at Houseal Lavigne, where she works with communities to modernize zoning, sign, and subdivision ordinances. She helps municipalities develop clear, effective regulations that manage growth, promote quality design, and preserve community character. Drawing on a strong foundation in land use planning and project management, Nicole guides zoning updates from analysis through drafting and adoption, ensuring regulations are practical for staff to administer and easy for the public to understand.

Before joining Houseal Lavigne, Nicole worked as a planner for cities in California, where she contributed to development review, zoning administration, and community engagement efforts. She also completed a policy internship with the State of Arizona, gaining valuable experience in policy development and analysis. Nicole holds a Bachelor's degree in Political Science with a minor in Public Administration from Northern Arizona University. She is a member of the American Institute of Certified Planners (AICP), continually engaging with her community and engaging with best practices in planning and policy.

Project Experience**Land Development
Regulations**

- Aiken, SC - UDO
- Clarksville Montgomery County, TN - Zoning
- Jefferson County, MO - UDO
- Thornton, CO - Development Code
- Wauwatosa, WI

Comprehensive Plans

- Fontana, CA - Local Hazard Mitigation Plan*
- Loma Linda, CA - Environmental Justice Element*

Housing Plans

- Loma Linda, CA - Environmental Justice Element*

** Work conducted at another firm.*

Education

Masters of Urban Planning and Policy
with a Certificate in Geospatial
Analysis & Visualization
University of Illinois at Chicago

Bachelor of Science in Architecture,
University of Illinois at Champaign-
Urbana

Memberships

American Planning Association (APA)
IL GIS Association

Certifications

American Institute of Certified Planners
(AICP)

ArcGIS Desktop Associate,
Issued by Esri

ArcGIS Desktop Professional,
Issued by Esri

Presentations

Wisconsin Land Information Association
Persuading Citizens & Corporations
with Visualization

Esri User Conference
Using GIS for Regional Land Use
Decision Making

Esri Webinar Series
The Geospatial Advantage: Transforming
Planning Workflows Through GIS

Awards

2024 TAPA Outstanding Plan for Large
Jurisdiction - Clarksville Montgomery
County Comprehensive Plan

2024 APA-IN Hoosier Planning Award
Outstanding Comprehensive Planning
Fort Wayne - Allen County
Comprehensive Plan

2023 APA-NC Marvin Collins Award
Small Area Plan Honorable Mention
Holly Springs Northeast Gateway Master
Plan

2022 APA-CO General Planning Award
Your El Paso Master Plan

2022 APA-CO General Planning Award
Picture Cañon City Comprehensive Plan

2021 APA-CO General Planning Award
Gunnison 2030 Comprehensive Plan

2018 Special Achievement in GIS Award,
Oshkosh Lakeshore Development

Trisha is a Studio Lead at Houseal Lavigne, playing a pivotal role in shaping and advancing the firm's distinct visual style and cutting-edge 3D and GIS-based visualizations. With a focus on visual communication, she specializes in crafting illustrative maps, graphics, 3D renderings, plan branding collateral, and plan document layouts.

With expertise spanning various planning and design platforms such as ArcGIS, ArcGIS Pro, Adobe, SketchUp, and CityEngine, Trisha bridges the gap between the planning process and final deliverables, ensuring seamless integration and exceptional quality. With a eye for design, Trisha specializes in creating planning documents that are not only easy to understand but also compelling, engaging, and effectively communicate key information.

In her capacity as Studio Lead, Trisha upholds Houseal Lavigne's commitment to excellence, overseeing projects to ensure they meet the firm's rigorous standards. Her contributions have been instrumental in numerous award-winning projects, including those for Cañon City, Colorado; El Paso County, Colorado; Holly Springs, North Carolina; Fort Wayne and Allen County, Indiana; and Oshkosh, Wisconsin.

Trisha holds certification as a planner with the American Institute of Certified Planners, underscoring her dedication to professional excellence in the field. Additionally, she has earned the ArcGIS professional certification from Esri, attesting to her mastery of the program and her continuous pursuit of expertise.

Project Experience

Comprehensive Plans

- Algonquin, IL
- Aurora, CO
- Ardmore, OK
- Battle Creek, MI
- Bentonville, AR
- Brentwood, MO
- Cañon City, CO
- Clarksville-Montgomery County, TN
- Downers Grove, IL
- Eden Prairie, MN
- El Paso County, CO
- Fayette County, WV
- Fort Lupton, CO
- Galesburg, IL
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Huntley, IL
- Jenks, OK
- Lake Barrington, IL
- Lisle, IL
- Marion, IA
- McHenry County, IL
- Minooka, IL
- Morrisville, NC
- Naperville, IL
- Oak Creek, WI
- Opelika, AL
- Peoria Heights, IL
- River Forest, IL
- Springfield, MO
- Summerville, SC
- Westmoreland County, PA
- Woodstock, IL
- Wyoming, MI

Zoning Ordinances

- Bentonville, AR
- Bloomington, IL
- Cary, IL
- Marion, IA
- Roscoe, IL
- Sunset Hills, MO

Plan Branding

- Aurora, CO
- Cañon City, CO
- Clarksville-Montgomery County, TN
- Brentwood, MO
- Fayette Count, WV
- Fort Lupton, CO
- Fort Wayne, IN
- Jenks, OK
- New Buffalo, MI
- Westmoreland County, PA

Downtown Plans

- Batavia, IL
- Lisle, IL
- Oshkosh, WI
- Springfield, MO
- St. Joseph, MI
- Wake Forest, NC

Corridor Plans

- Ames, IA
- Bradley, IL
- Hastings, MN
- Oak Brook, IL

Subarea Plans

- Elmhurst, IL
- Holly Springs, NC
- Huntley, IL
- Gunnison County, CO
- Oshkosh, WI
- Peoria Heights, IL
- Site Visualizations
- Ames, IA
- Battle Creek, MI
- Bentonville, AR
- Channahon, IL
- Diamond Willow Property, Sioux City, IA
- Elmhurst, IL
- Fort Lupton, CO
- Frederick, CO
- Gunnison, CO
- Hastings, MN
- Oshkosh, WI
- Norwegian American Hospital Health District Master Plan
- Peoria Heights, IL
- St. Cloud, MN
- Savoy, IL

Parks & Recreation Plans

- Bensenville, IL
- Fort Lupton, CO
- St. Cloud, MN

Education

Master of Urban Design,
Carnegie Mellon University

Bachelor of Architecture,
Purbhanchal University

Memberships

American Planning Association (APA)

Certifications

American Institute of Certified Planners
(AICP)

Presentations/Exhibitions

Esri User Conference
Regional Geospatial Analysis
and Scenario Modeling, 2024

Esri Webinar Series
Navigating the Future: Integrating GIS and
Digital Twins for Effective Planning, 2023

“An Atlas of Commoning”,
Miller Institute of Contemporary Art,
Carnegie Mellon University, 2019

ICEE PDRP, “Urban Regeneration of
Taulachlon Tole, Bhaktapur”, 2016

ICEE PDRP, “Perception of Residents
on Housing Alternatives in the 2015
Gorkha Earthquake Post-Disaster
Reconstruction”, 2016

Awards

2024 TAPA Outstanding Plan for Large
Jurisdiction - Clarksville Montgomery
County Comprehensive Plan

2024 APA-IN Hoosier Planning Award
Outstanding Comprehensive Planning
Fort Wayne - Allen County
Comprehensive Plan

2022 APA-CA Inland Empire Excellence
Award Riverside Housing Element Update

2023 Special Achievement in GIS Award,
Riverside Housing Element Update

Sujan joined Houseal Lavigne in 2019 after receiving his Master of Urban Design from Carnegie Mellon University. As a Planner with the firm, Sujan collaborates with associate planners and project managers to develop meaningful illustrations and visualize data and urban policies across a range of community plans and project scales. Sujan’s proficiency in the latest GIS and graphic tools available to planners allows him to incorporate compelling visualizations and efficient workflows into the planning process.

While at Carnegie Mellon University, Sujan worked as a Data Visualization Research Assistant for the School of Architecture’s Remaking Cities Institute, which conducts research in place-making, public participation processes, and sustainable development. His work included participation on the study “3D/ Data Visualization for Urban Design and Planning.” A collaborative research with the City of Pittsburgh’s Department of City Planning. His primary role focused on developing comprehensive workflows that would aid planners and designers adopt the appropriate tools to perform a range of tasks valuable to city planning, urban design, and community engagement.

Prior to his studies at Carnegie Mellon, Sujan worked as an architectural designer and project lead for over 4 years on public and private sector projects in Nepal. His professional practice includes building design, site planning and landscape design for various residential, institutional, healthcare and pharmaceutical projects. He also held an adjunct faculty position at Khwopa Engineering College’s Department of Architecture, where he helped students research and document historic built environments. Other past experiences includes extensive research and presentations on post-disaster reconstruction of historic cities in Nepal.

Project Experience

Comprehensive Plans

- Claremont, CA - Housing Element
- Clarksville-Montgomery County
- Dallas, TX
- Fayette County, WV
- Fremont, NE
- Fort Wayne/Allen County, IN
- Glen Ellyn, IL
- Grand Junction, CO
- Gunnison, CO
- Hillsborough, CA - Housing Element
- Jenks, OK
- Lenexa, KS
- Naperville, IL
- Northfield, IL
- Oak Creek, WI
- Portage, MI
- Riverside, CA - Housing Element
- San Anselmo - Housing Element
- Springfield, MO
- Summerville, SC
- Wyoming, MI
- Dublin, OH
- Clemson, SC
- Kershaw County, SC
- Harvey, IL
- Wauwatosa, WI

Zoning Ordinances

- Bloomington, IL
- Carol Stream, IL
- Eau Claire, WI
- Franklin, WI
- Knightdale, NC
- New Buffalo, MI
- Oak Creek, WI
- Sunset Hills, MO
- Thornton, CO
- Verona, WI
- Yorkville, IL

Subarea Plans

- Palos Park, IL - Western Growth Area Plan Development Services
- Norwegian American Hospital, Chicago, IL
- Naperville, IL Entitlement Fee Study
- St. Joseph, MI - Berrien Hills Development Master Plan
- River Forest, IL - Madison Street Development Concepts

Development Services

- Norwegian American Hospital, Chicago, IL
- Naperville, IL Entitlement Fee Study
- St. Joseph, MI - Berrien Hills Development Master Plan
- River Forest, IL - Madison Street Development Concepts

Corridor Plans

- Detroit, MI - Jefferson Chalmers Mainstreet Master Plan
- Aurora, IL - Farnsworth Corridor Plan

Education

Master of Urban Design:
Carnegie Mellon University

Bachelor of Urban and Rural Planning:
Huaqiao University

Exchange program in Landscape
Architecture: Chung Yuan Christian
University

Memberships

American Planning Association (APA)

Awards

2024 TAPA Outstanding Plan for Large
Jurisdiction - Clarksville Montgomery
County Comprehensive Plan

Keyi is a Planner I at Houseal Lavigne. Joining the team in 2023, Keyi brings a wealth of expertise in urban design, planning, geodesign. With a passion for enhancing the built environment and crafting effective urban planning and design strategies, Keyi specializes in GIS spatial analysis and visualization, leveraging her technology proficiency to drive informed smart decision-making throughout the planning process.

Keyi holds a Master of Urban Design from Carnegie Mellon University, where collaborative experiences with interdisciplinary research and design teams enriched her skill set. Keyi worked as a research assistant at the Center for Building Performance and Diagnostics, conducting advanced analyses such as mapping land surface temperature and creating urban heat correlation models alongside social environmental variables.

With a Bachelor's degree in Urban and Rural Planning from China and a certificate in Landscape Architecture from Taiwan, Keyi's international background provides a unique perspective on community planning. Previous internships and academic experiences have seen her engage in data collection, site analysis for mixed-use developments, and gain experience in various global urban milieus, including China, Hong Kong, Taiwan, Uruguay, and Argentina. These experiences have equipped Keyi with the ability to engage with diverse communities and tackle challenges on a global scale.

Committed to making a positive impact on communities, Keyi's blend of creative solutions and technical prowess make her an invaluable asset to every project she undertakes at Houseal Lavigne.

Project Experience

Comprehensive Plans

- Clarksville-Montgomery County RPC, TN
- Clemson, SC
- Dallas, TX
- Dixon, IL
- Downers Grove, IL
- Dublin, OH
- Galena, IL
- Jefferson County, MO
- Opelika, AL
- Plainfield, IL
- Portage, MI
- Willowbrook, IL

Downtown Plans

- Springfield, IL
- Wake Forest, NC

Zoning & Subdivision Regulations

- Eau Claire, WI
- Franklin, WI
- Fremont, NE
- Savoy, IL
- Wake Forest, NC
- Yorkville, IL

REFERENCES

We are proud of our work and the long-term relationships we maintain with clients. We believe each of these references demonstrate our ability to satisfy clients through an approach that meets the technical and financial needs of client communities. Below are the reference names and contact information as requested in the RFP.

PROJECT	CONTACT
Eau Claire, WI Unified Development Ordinance – Century Code Update	Ned Noel Planning Manager 715-839-8488 ned.noel@eauclairewi.gov
Knightdale, NC Unified Development Ordinance	Jason Brown Development Services Director 919-217-2240 jason.brown@knightdalenc.gov
Wake Forest, NC Unified Development Ordinance	Jennifer Currin Planning Director 919-435-9517 jcurrin@wakeforestnc.gov

TEAM	REFERENCE
John Houseal, FAICP	Stan Popovich Community Development Director Village of Downers Grove 630-434-6893 spopovich@downers.us Patrick Mulready City Planner City of Canon City 719-429-1195 psmulready@canoncity.org
Kari Papelbon, AICP	Matt Oldenburg City Administrator City of Galena 815-777-1050 Ext. 209 mjoldenburg@cityofgalena.org Tammy Szudy Planning & Zoning Manager City of Wauwatosa 414-479-3521 tszudy@wauwatosa.net

RELEVANT EXPERIENCE

SECTION 02

ZONING EXPERIENCE

Houseal Lavigne has in-depth expertise and experience updating municipal zoning, sign, and subdivision ordinances, including amendments; complete re-writes of entire code sections; developing entirely new ordinances; creating unified development ordinances, planned-unit development ordinances; landscape ordinances; sign ordinances; Zoning Board of Appeals and Plan Commission support and training; administrative and procedural components; and more. Our experience with zoning and development regulations, coupled with our extensive expertise in several other areas of planning (comprehensive planning, downtown planning, neighborhood planning, site planning and development review, corridor planning, and more) allows us to create a responsive, appropriate, modernized, and user-friendly zoning code that both implements and reflects the City's vision, desires, and past planning efforts.

TRADITIONAL AND FORM-BASED CODES

Houseal Lavigne's staff has extensive experience in assisting communities throughout the country in developing traditional and form-based development regulations. Our balanced approach of local character assessment, standards development and testing, stakeholder outreach, and analysis of appropriate procedures and review commissions takes into account the complete process of drafting and implementing locally appropriate regulations. Communities in which Houseal Lavigne has developed traditional or form-based codes include, but are not limited to:

- Ardmore, OK
- Benton Harbor, MI
- Bentonville, AR
- Bloomington, IL
- Cañon City, CO
- Carol Stream, IL
- Carpentersville, IL
- Cary, IL
- Chicago, IL
- Dunwoody, GA
- Eau Claire, WI
- Ferguson, MO
- Flint, MI
- Franklin, WI
- Hainesville, IL
- Harwood Heights, IL
- Homewood, IL
- Jackson, MO
- Jenks, OK
- Kenilworth, IL
- Knightdale, NC
- Marion, IA
- Melrose Park, IL
- Muskogee, OK
- New Buffalo, MI
- Northbrook, IL
- Oak Brook, IL
- Oak Creek, WI
- Palos Heights, IL
- Palos Park, IL
- Richton Park, IL
- River Forest, IL
- Riverside, CA
- Roscoe, IL
- Springfield, MO
- Sunset Hills, MO
- Thornton, CO
- Verona, WI
- Wake Forest, NC
- Willowbrook, IL
- Winnetka, IL
- Yorkville, IL

PLAN & REGULATION ALIGNMENT

Houseal Lavigne has unmatched experience working with communities to translate recent planning efforts into actionable regulation. Often, communities will adopt plans with a clear vision, only to "pull the reins back" on the regulations needed to achieve their objectives. The common rationale for this being stakeholders often feel that such regulations will drive development elsewhere. We are sensitive to this and understand that community and economic development is a competitive venture. However, our experience also shows that properly drafted codes can remove unnecessary barriers to investment by providing flexibility for potential developments, offsetting the requirements related to design. In this way, the zoning and land development ordinances offer an opportunity to make good development easy. Our team will focus on the overall usability and "friendliness" of the ordinances, from their clarity to the efficiency of review and approval procedures. This will maximize the likelihood of continued investment that leads to desirable development.

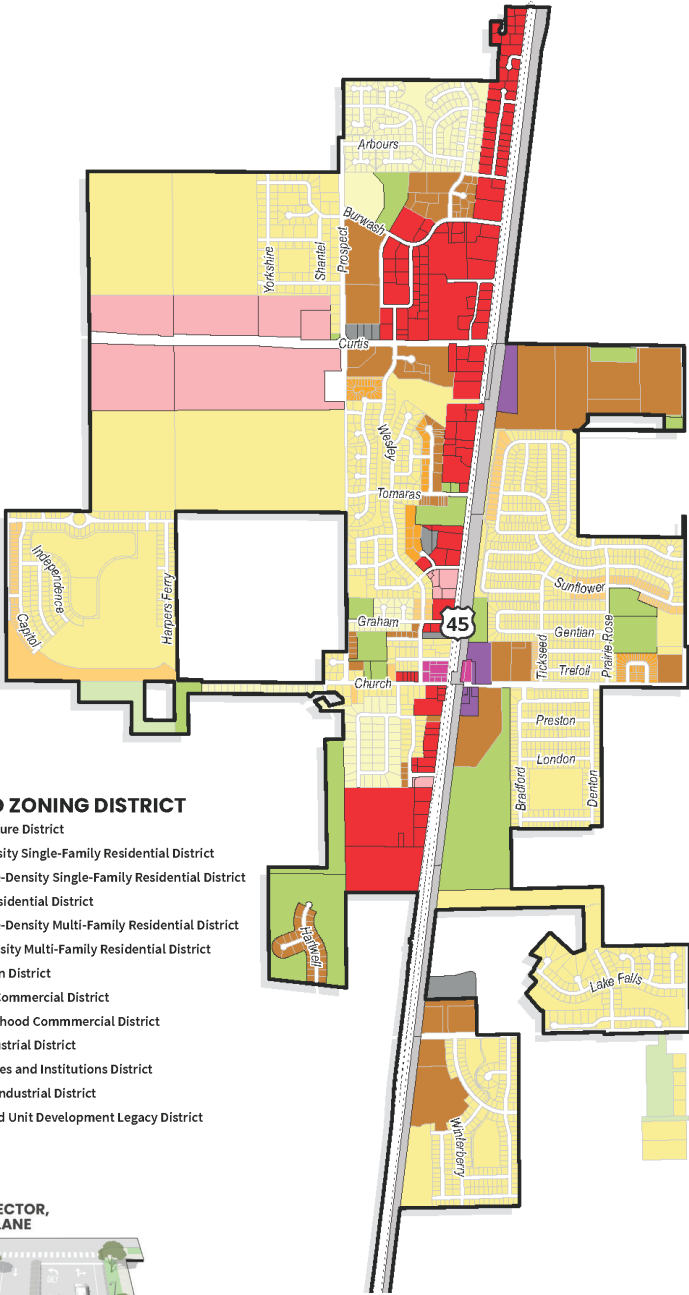
Subject Matter Experts

Houseal Lavigne has authored technical articles featured in the *American Planning Association's Zoning Practice* publication. Topics of articles drafted by Houseal Lavigne staff include the integration of clear and user-friendly graphics in zoning ordinances, and the development of locally contextual and appropriate design guidelines and form-based codes.



UDO UPDATE

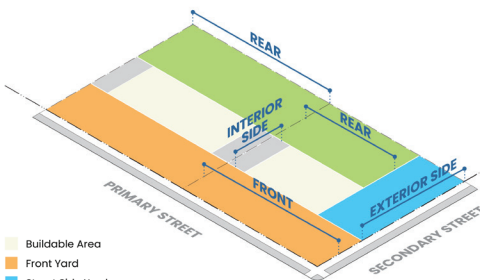
The Village of Savoy, IL engaged Houseal Lavigne to update their zoning and subdivision regulations and create a new Unified Development Ordinance (UDO). The Village’s goal for the project was to modernize regulations, make the document more user-friendly, and ensure the new UDO is a useful tool in implementing their 2019 Comprehensive Plan. Over a two-year process, Houseal Lavigne worked with Village staff to engage the public and Plan Commission to reorganize the ordinance structure; modernize landscape, parking, and sign standards; establish a new downtown district; and update residential districts to minimize nonconformities and better reflect existing development patterns; introduce diagrams, tables, and other user-friendly features; and streamline review and decision-making processes. Adopted in February 2025, the new UDO will effectively govern development in Savoy for years to come.



Link: [Savoy UDO](#)

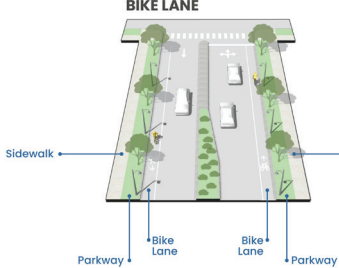
PROPOSED ZONING DISTRICT

- AG-1 Agriculture District
- R-1 Low-Density Single-Family Residential District
- R-2 Moderate-Density Single-Family Residential District
- R-3 Mixed Residential District
- R-4 Moderate-Density Multi-Family Residential District
- R-5 High-Density Multi-Family Residential District
- DT Downtown District
- C-1 General Commercial District
- C-2 Neighborhood Commercial District
- I-1 Light Industrial District
- P-1 Public Uses and Institutions District
- RR Railroad Industrial District
- PDL - Planned Unit Development Legacy District

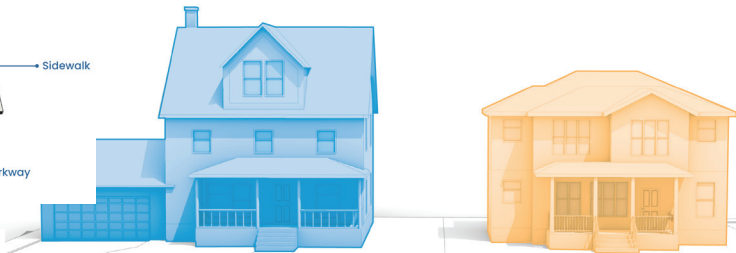
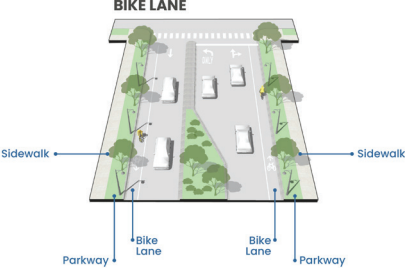


- Buildable Area
- Front Yard
- Street Side Yard
- Interior Side Yard
- Rear Yard

LOCAL NONRESIDENTIAL, BIKE LANE



COLLECTOR, BIKE LANE

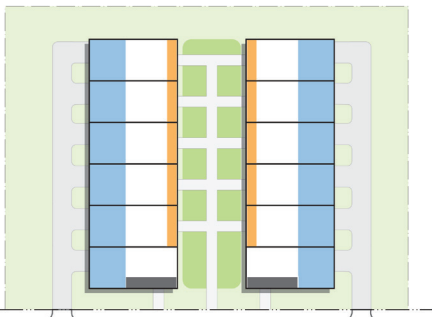
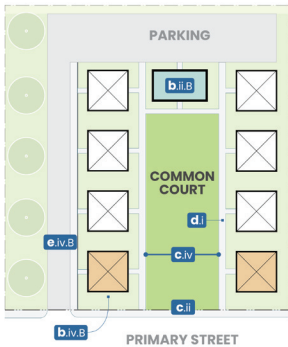


BUILDING 01

- 1 Roof Type: Gable
- 2 Roof Angle: 40°
- 3 Front Elevation Height: 35' Front Elevation Length: 53'
- 4 Windows: Minimalistic Windows
- 5 Garage: Front Facing, attached

BUILDING 02

- 1 Roof Type: Hip
- 2 Roof Angle: 20°
- 3 Front Elevation Height: 26' Front Elevation Length: 37'
- 4 Windows: Larger windows with Mu
- 5 Garage: N/A

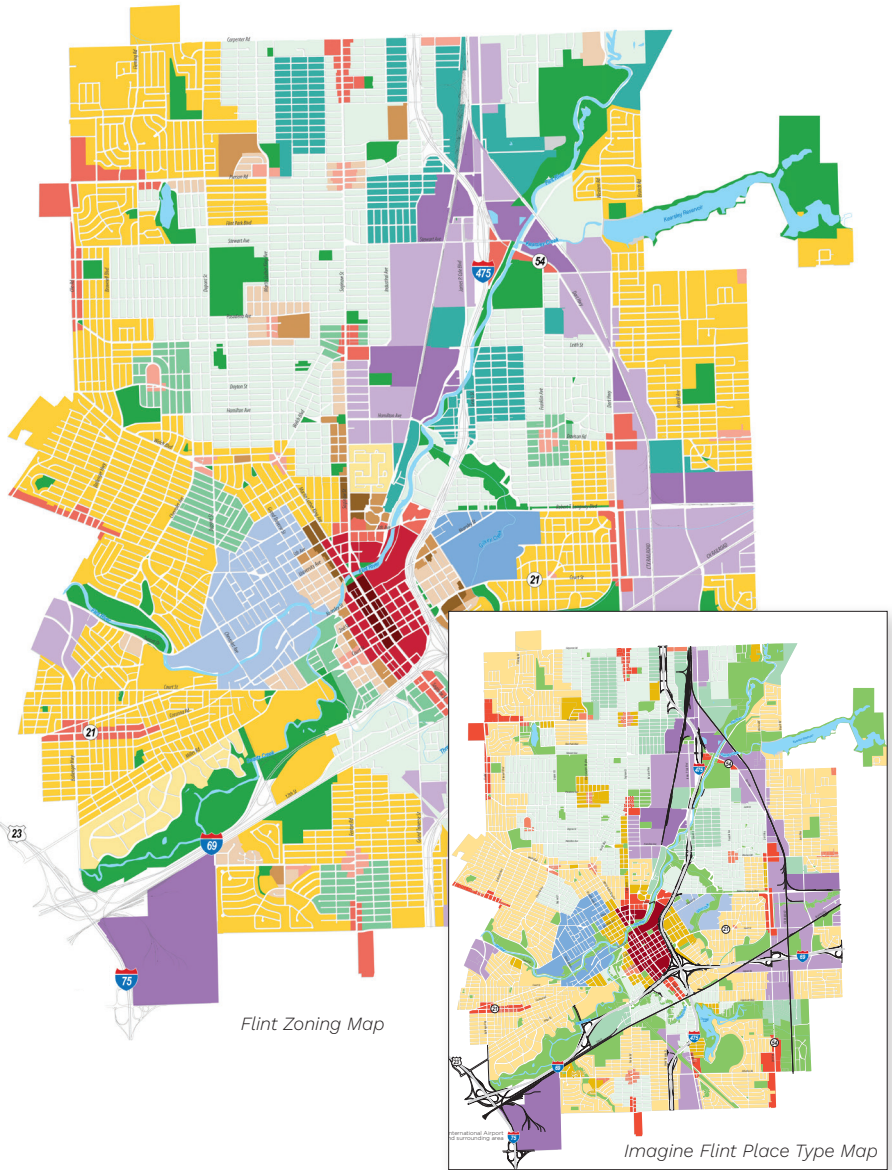


FLINT MASTER PLAN AND ZONING CODE

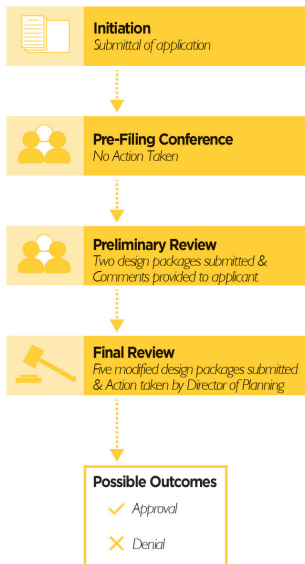
Flint is a community in transition. Once an industrial leader in the auto industry, the City now has areas characterized with vast brown-field sites, excessive neighborhood vacancy, and empty commercial districts. However, it also has a thriving downtown, nationally recognized cultural campus, multiple top tier universities, and historic residential, commercial, industrial, and institutional architecture. Building upon the Imagine Flint Master Plan, the City developed a new zoning code to support the transformation and preservation of the community.

Houseal Lavigne was retained to develop both the Flint Master Plan and new zoning code. The zoning code integrates a variety of approaches depending on priorities in different areas of the community. Historic areas utilize form-based regulations to preserve their character. Neighborhood regulations allow for local food production, native plantings and ecosystems, and centralized stormwater management. Large brownfields, under the newly created Green Innovation Zoning District, will be the testing ground for commercial energy production, materials recycling, and other emerging sustainable businesses reflective of the new green economy.

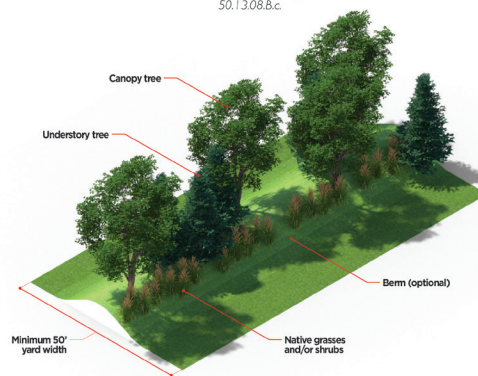
Link: [Flint Zoning Code](#)



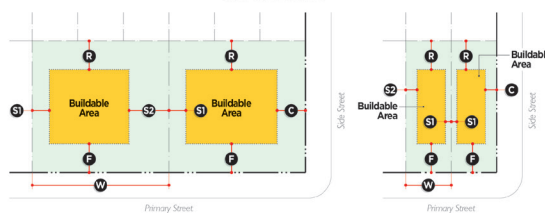
Site Plan Review 50.17.06.C-H



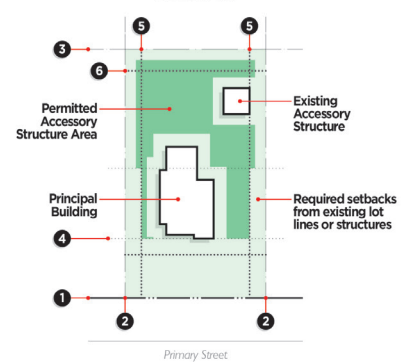
Transition Yards - Type 4 50.13.08.B.c



Residential Zone Bulk Standards GN-1, GN-2 Districts



Accessory Structure 50.8.9.I Buildable Area



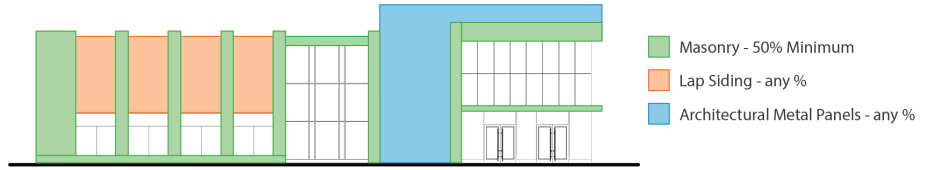
Key

- 1 Front Lot Line
- 2 Side Lot Line
- 3 Rear Lot Line
- 4 Front of Primary Building
- 5 Required Side Yard Setback
- 6 Required Rear Yard Setback

CENTURY CODE UPDATE

The Century Code Update project marked the 100th year anniversary of zoning in the City. To mark the occasion and plan for the next century, Eau Claire engaged Houseal Lavigne to take a critical eye to all its land development regulations and to update and rewrite them to align with the City's Comprehensive Plan; be more user-friendly; integrate graphics, illustrations, and tables; and modernize districts and standards. The two-year process prioritized robust community, stakeholder, and elected/appointed official engagement including 10 public open houses, 11 meetings with the Zoning Technical Advisory Committee, 11 meetings with the Zoning Policy Advisory Committee, and numerous meetings with targeted community groups like the Hmong population, people with disabilities, and neighborhood associations. The process included regulation testing and visualizations to help understand existing conditions and how standards can be rewritten to allow for context sensitive, gentle density infill development including duplexes, triplexes, quadplexes, and accessory dwelling units. The resulting Land Development Ordinance incentivizes affordable housing; balances housing affordability with the City's other goals of enhancing community character and the natural environment; ensures compatibility with existing neighborhoods and desirable development; and improves fair certainty and streamlines review and decision-making processes through the establishment of clear and objective design and development standards.

Link: [Eau Claire Zoning Code](#)



BUILDING IN THE CC, NC, OR P DISTRICT FRONT/STREET SIDE FAÇADE

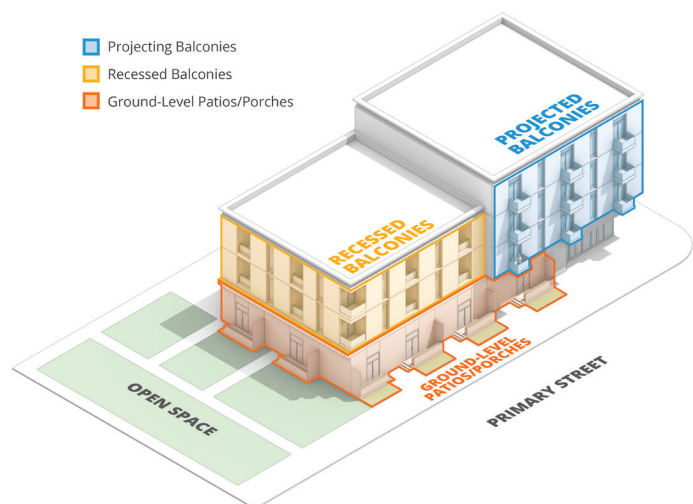
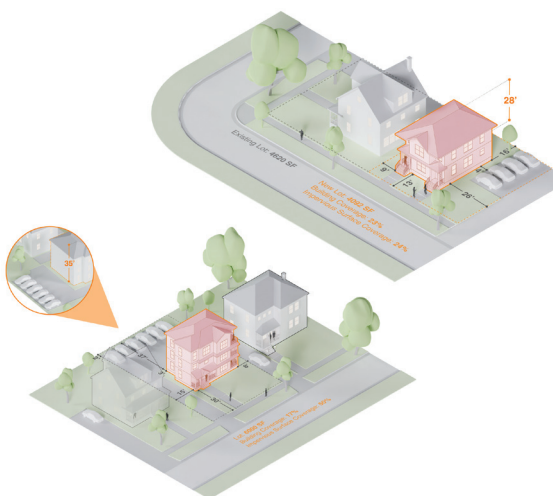
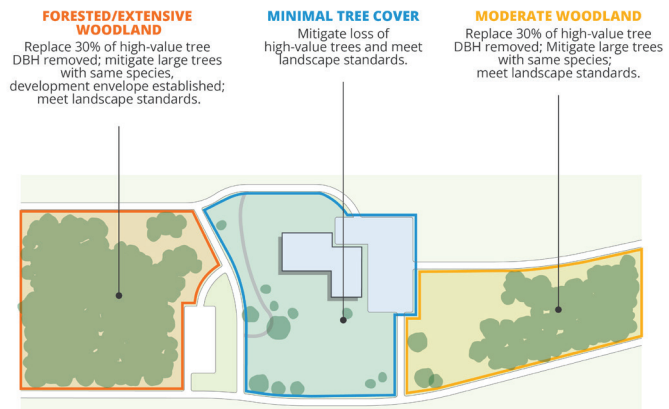
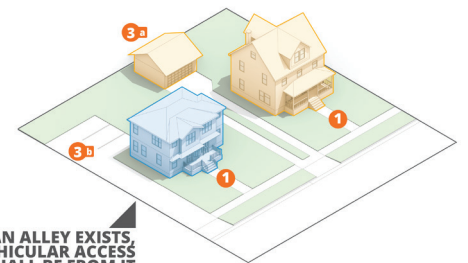


TWO-UNIT DWELLING

- 2 Roof Type: Hip
- C Quality Enhancements: Front Porch, Roof Dormer, Bay Window

ONE-UNIT DWELLING

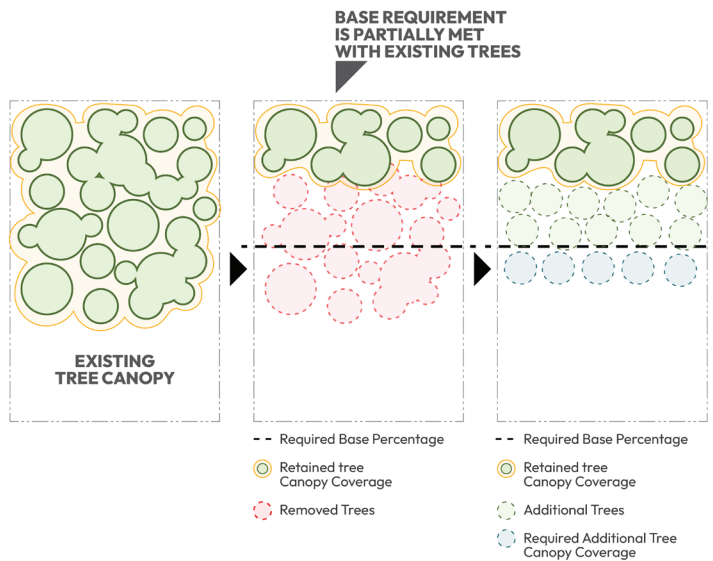
- 2 Roof Type: Gable
- C Quality Enhancements: Front Porch, Roof Dormer, Covered Stoop, Ribbon Driveway



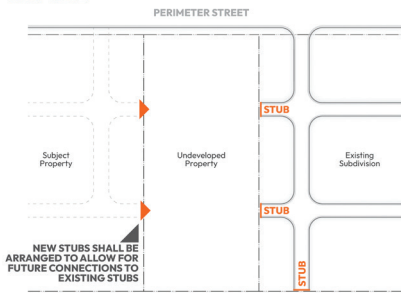
UNIFIED DEVELOPMENT ORDINANCE AND MANUAL OF SPECIFICATIONS AND STANDARDS OF DESIGN (MSSD) UPDATE

The Town of Wake Forest, NC engaged Houseal Lavigne to update their Unified Development Ordinance (UDO) to align with their recently adopted Land Use Plan and Downtown Plan, also prepared by Houseal Lavigne. Over a two-year process, Houseal Lavigne worked with Town staff to engage the public, a Technical Review Group, the Planning Board, and Board of Commissioners to reorganize the ordinance structure; update zoning districts to align with the Land Use Plan and Downtown Plan; diversify the types of housing allowed while ensuring compatibility with community character; incentivize affordable housing; improve placemaking and design; ensure development is pedestrian and transit oriented; conserve open space and sensitive natural features; modernize stormwater management with green infrastructure; protect tree canopy coverage; and streamline review and decision-making processes. The project also included an update to the Town's Manual of Specifications and Standards of Design (MSSD) to ensure alignment between the manual and the new UDO. The MSSD update was led by Toole Design.

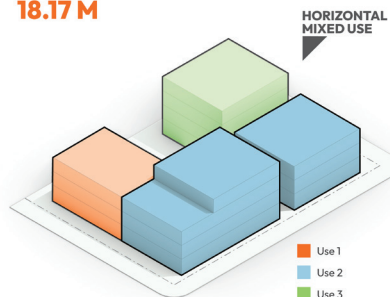
Link: [Wake Forest UDO](#)



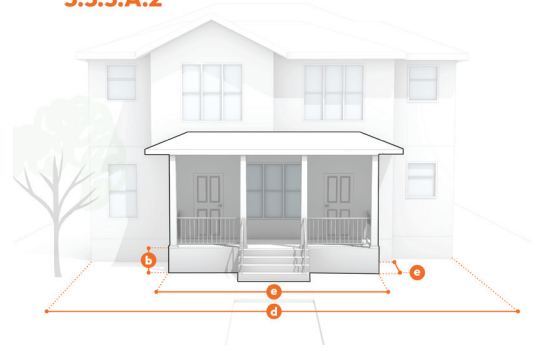
9.4.4.C.2



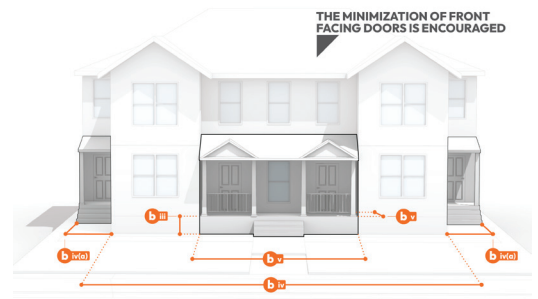
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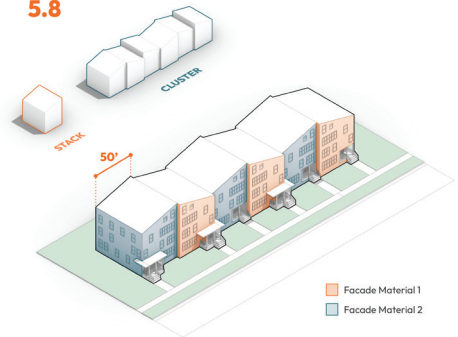
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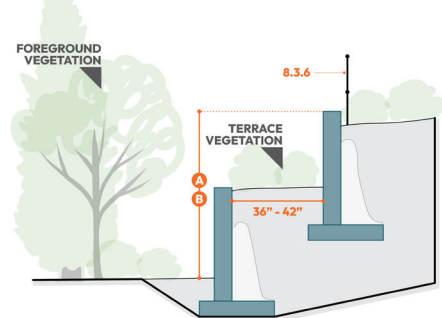
3.3.3.A.6



5.8

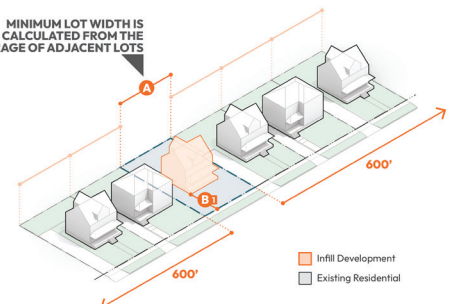


8.3



2.8.3

MINIMUM LOT WIDTH IS CALCULATED FROM THE AVERAGE OF ADJACENT LOTS

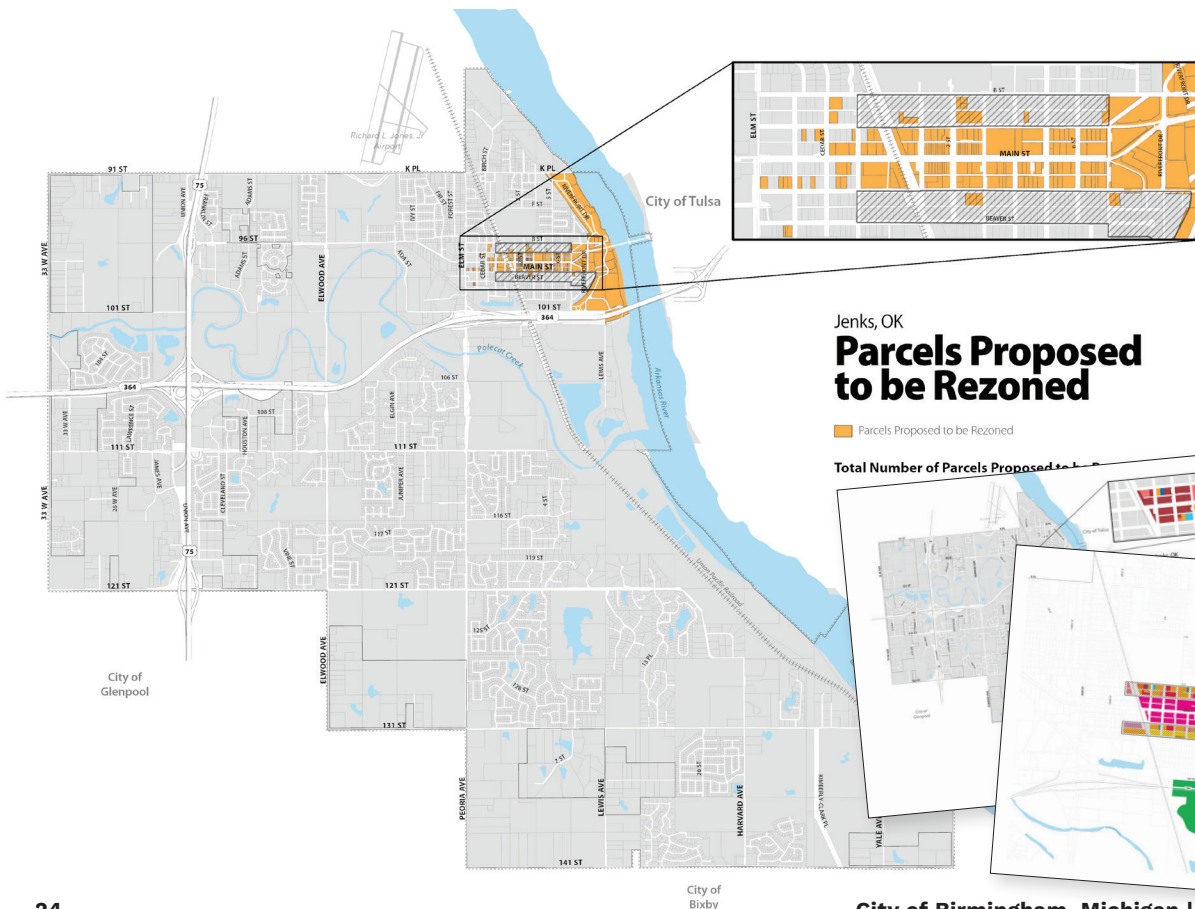
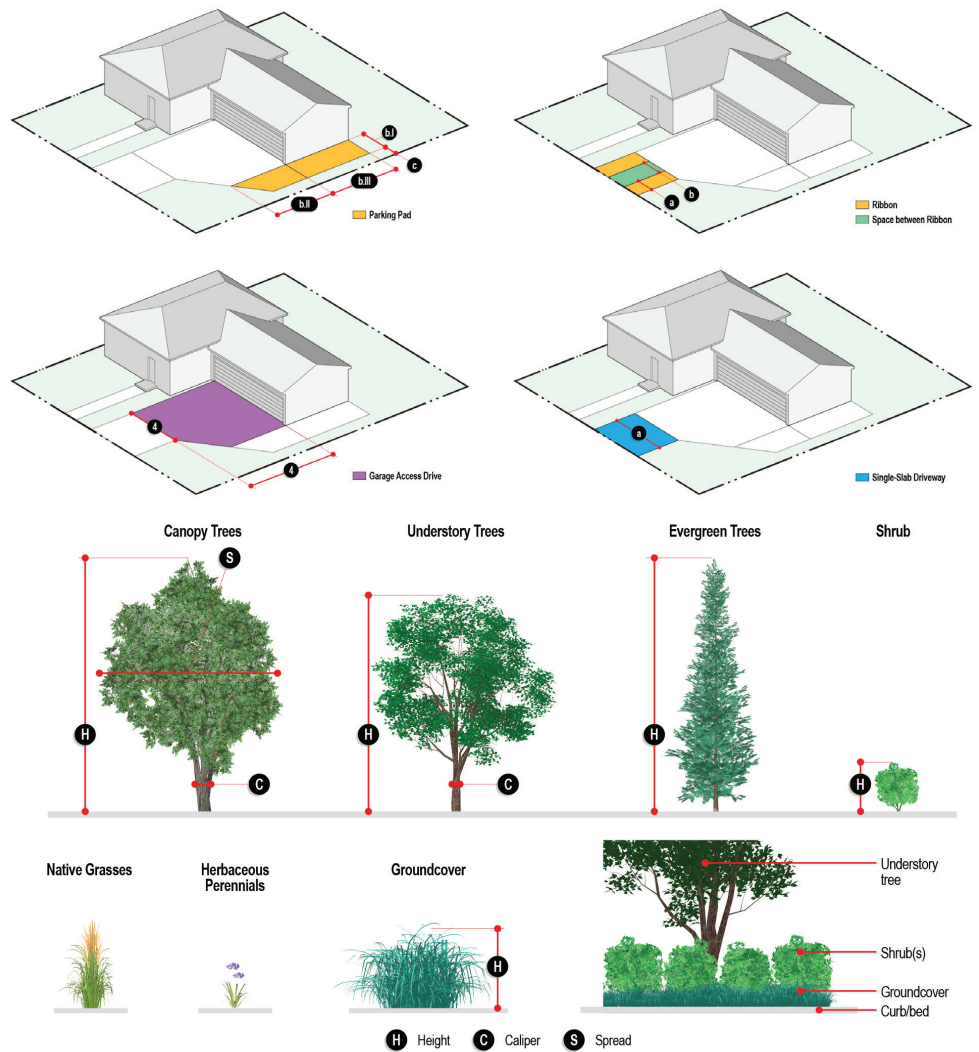


Jenks, Oklahoma

UNIFIED DEVELOPMENT ORDINANCE

Needing a new plan to guide the community through the evolution from a small suburban town to a fully built-out and vibrant city, the City of Jenks engaged Houseal Lavigne to prepare a new comprehensive plan to manage and guide the rapid growth while preserving and enhancing the community's beloved small town charm and sense of place. Building upon a robust community outreach campaign, the new plan focuses on guiding growth in targeted areas, prioritizing investment in the Riverfront and Downtown, improving connectivity and pedestrian mobility within and between key areas, and strategically enhancing park and open space amenities to bolster quality of life for residents. The Horizon Jenks Comprehensive Plan was followed up by the development of a new Unified Development Code by Houseal Lavigne, to ensure plan recommendations are supported by the regulations needed to help realize the community's vision.

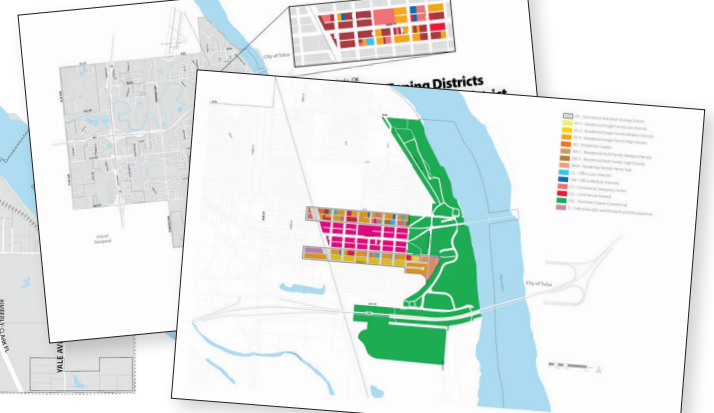
Link: [Jenks UDO](#)



Jenks, OK Parcels Proposed to be Rezoned

Parcels Proposed to be Rezoned

Total Number of Parcels Proposed to be Rezoned

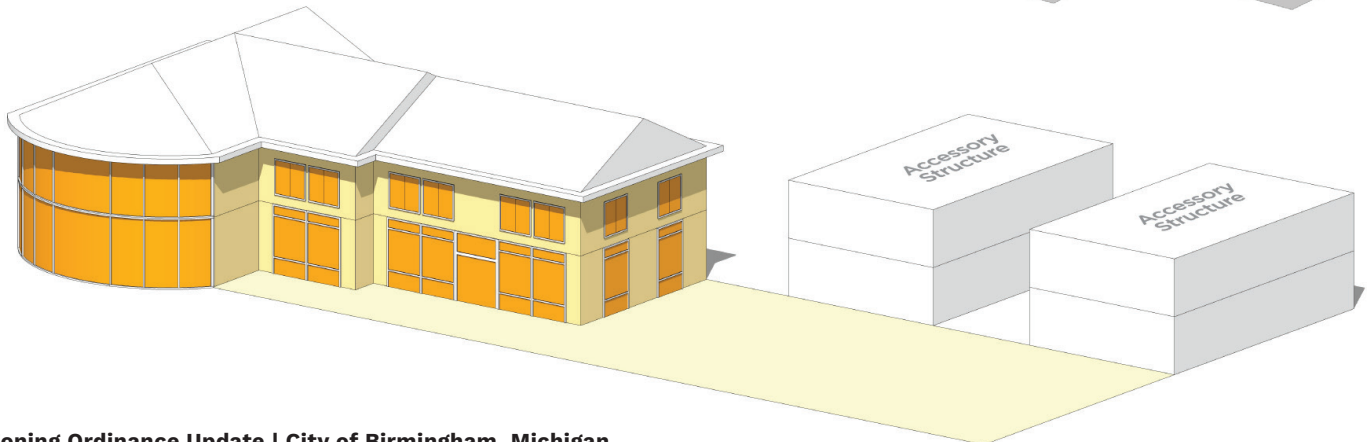
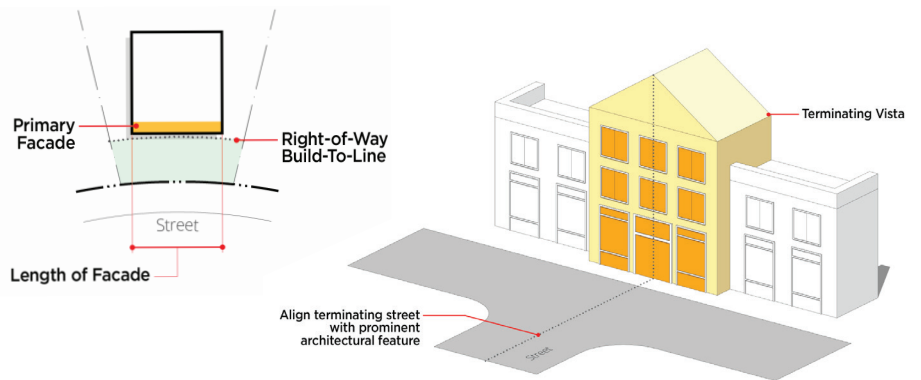
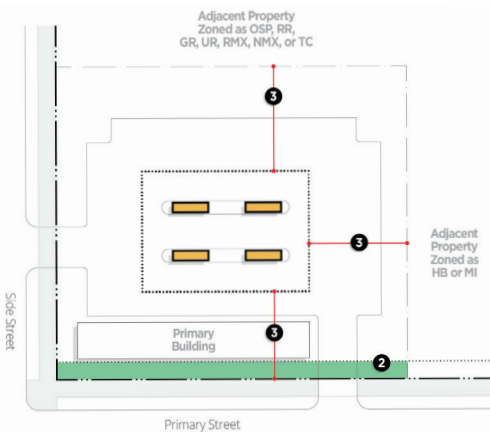
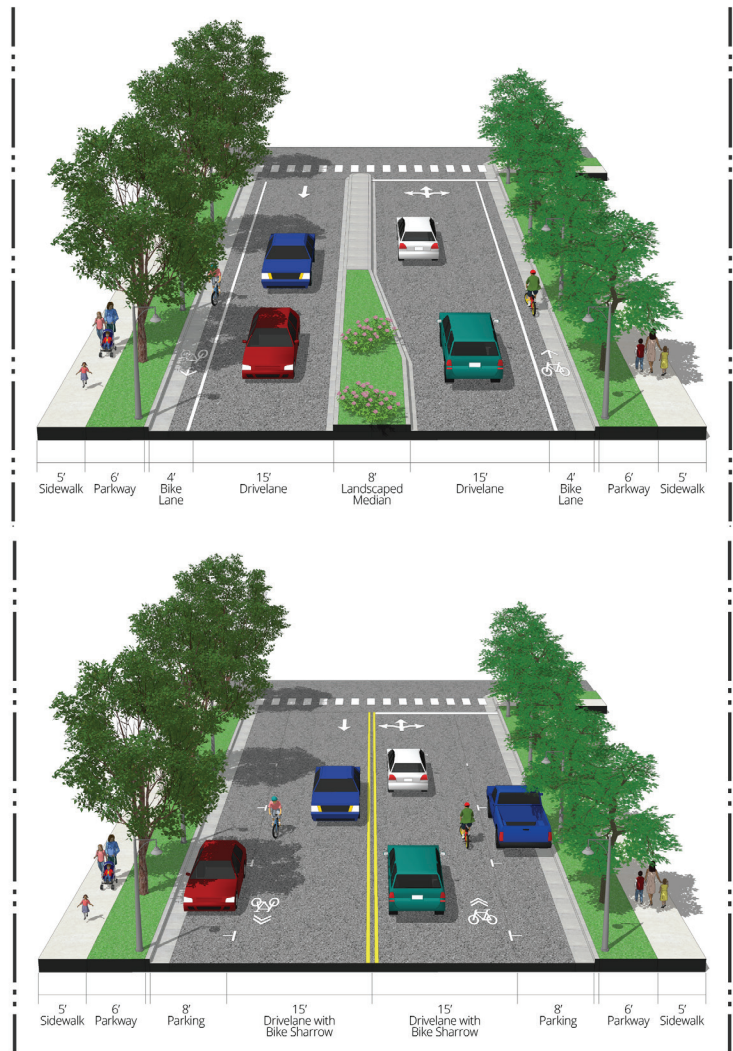


Town of Knightdale, North Carolina

UNIFIED DEVELOPMENT ORDINANCE UPDATE

In 2019, the Town of Knightdale engaged Houseal Lavigne to update their form-based Unified Development Ordinance (UDO) to align with their recently adopted KnightdaleNext 2035 Comprehensive Plan and to comply with changes to state statute (160D). KnightdaleNext 2035 establishes a vision for the community as it transitions from a suburb of Raleigh to an urban community. To realize this transition, the UDO was updated to accommodate the retrofit of auto-oriented commercial corridors into walkable, mixed-use centers through the introduction of standards for new building types including outlot/liner commercial buildings, requirements for public gathering space as a part of all new nonresidential and multifamily development, and the establishment of multi-building development standards. The updated UDO also works to implement the Town's goal of providing a wider variety of housing options through expanding allowances for accessory dwellings and requiring a mix of housing types in new residential subdivisions.

Link: [Knightdale UDO](#)



PROJECT APPROACH

SECTION 03

SCOPE OF WORK

Our proposed Scope of Work reflects the process Houseal Lavigne has established to effectively prepare the Zoning Ordinance Update including robust community education and engagement; data driven analysis; iterative Zoning Ordinance drafting, review, and refinement; and clear communication of proposed changes. The specific tasks have been tailored to meet Birmingham's expectations as detailed in the RFP. Should the City favor our proposed approach, we will work closely with Birmingham staff and officials to further refine our proposed Scope of Work and community engagement process, ensuring that all local needs and requirements are met. Each step of our proposed Scope of Work is presented in detail on the following pages.

STEP 1: PROJECT INITIATION

To “kick off” the update process on the right foot, meetings will be conducted with City Staff and the Zoning Policy Advisory Committee before undertaking other community outreach activities. This approach allows Houseal Lavigne and the various City-designated individuals to discuss roles, responsibilities, scope, and issues and opportunities with existing regulations, to ensure the project gets off to a good start.

1a. City Staff Coordination Call

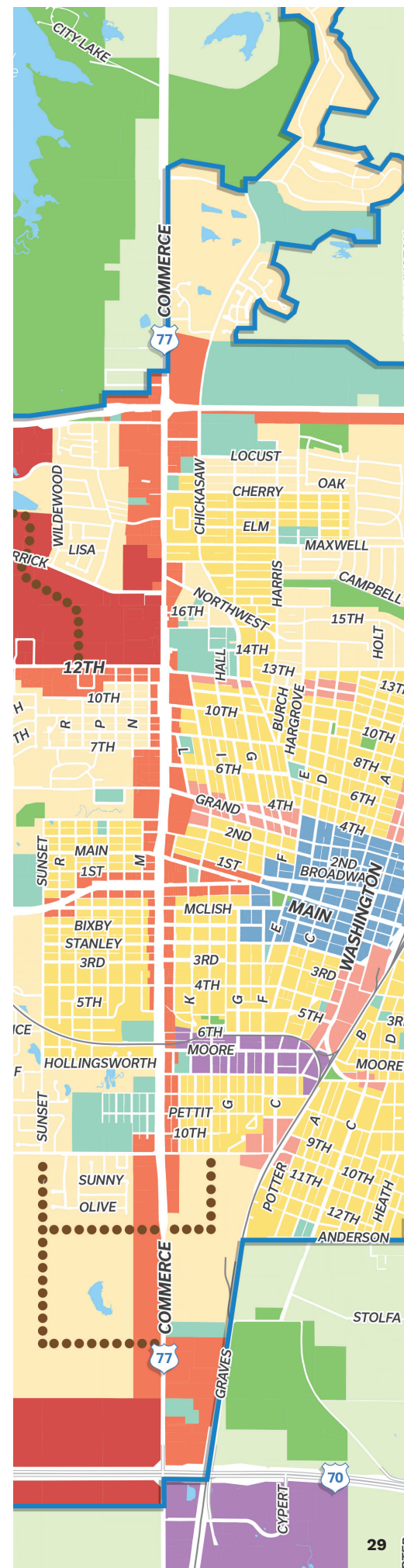
Houseal Lavigne will host a web meeting/conference call with the City's Planning Department, and other key City staff, to discuss the Project Scope, confirm dates and times for the official staff kick-off and department head meetings and first ZPAC meeting. On this call, we will also discuss data needs and clarify any outstanding matters. To ensure consistent communication and coordination, the Project Manager will conduct regular and “as-needed” conference calls and/or web meetings with City Staff throughout the Zoning Ordinance Update process.

1b. Public Communications Strategy – Branding, Messaging, and Collateral

This task will run through the course of the project and play a significant role in garnering support for the update process and piquing public interest in the Zoning Ordinance. Houseal Lavigne's graphic design and communications experts will use their expertise in community-based marketing to create an “identity” for the project as well as related outreach collateral, presentations, and documents. **The Project Team will discuss up to three branding designs with City Staff.**

1c. Zoning Policy Advisory Committee (ZPAC) Formation

Houseal Lavigne recommends establishing a Zoning Policy Advisory Committee (ZPAC) to provide policy direction throughout the Zoning Ordinance Update process. The ZPAC should include elected and appointed City representatives including City Commission members, Planning Board members, and representatives of other Birmingham boards, commissions, and committees.



1d. Staff Kick-off Meeting and Orientation “Tour” of the City

A kick-off meeting will be held with the Planning Department and other key City staff. This first face-to-face meeting will allow us to: 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the existing conditions and context of the various areas of Birmingham. We intend to function as a unified and integrated team alongside City staff and officials.

1e. Department Representatives Meeting

Immediately following the staff kick-off meeting, Houseal Lavigne will host a meeting with representatives from all the different City Departments. Since many City departments are responsible for the administration and/or enforcement of various portions of zoning it is essential to receive feedback from these users on what is working and what needs to be updated.

1f. OPTIONAL TASK - ZTAC Meeting #1 (in-person)

As part of Task 1c above, the City could choose to form a Zoning Technical Advisory Committee (ZTAC) to provide industry expertise and technical feedback throughout the Zoning Ordinance Update process. The ZTAC should include community and business leaders such as neighborhood association presidents, the president of the chamber of commerce, and engineers, architects, and developers with experience in Birmingham.

During the initial kick-off events, Houseal Lavigne will facilitate a meeting with the ZTAC to introduce Houseal Lavigne and the project and solicit their concerns and aspirations for the Zoning Ordinance Update. As the technical advisory committee for the project, it is important that the ZTAC have a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

1g. ZPAC Meeting #1 (in-person)

Houseal Lavigne will facilitate a meeting with the ZPAC to introduce them to the project and solicit their concerns and aspirations for the Zoning Ordinance Update. As the policy advisory committee for the project, it is important that the ZPAC have a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

STEP 2: COMMUNITY ENGAGEMENT

The Zoning Ordinance Update requires a unique approach to community outreach. Outreach for a planning process should encourage ambitious thinking and broad community input. For Zoning Ordinance Updates, outreach must consider the impact of ordinance changes on property owners, development rights, and investment in current development in the community. Zoning Ordinance Update engagement will also bring community members to the table who can shed light on local market realities, the level of tolerance for increased regulation, first-hand experience with development review and entitlement, and gauge public response to the introduction of new standards and regulations, in order to accomplish the long-term goals of the Birmingham community as established in the Birmingham Plan 2040.

2a. Project Hub Site

At the onset of the project, Houseal Lavigne will develop a project website using ArcGIS Hub. This online platform will seamlessly connect all ArcGIS technologies proposed to be utilized throughout the project as well as host a description of the project process, a timeline, information clarifying the relationship between the City’s Birmingham Plan 2040 and zoning, as well as educational resources. Throughout the project, information about meetings, draft documents, and other project related materials will be posted on the project hub site to keep the community informed and engaged.

2b. OPTIONAL TASK - Community Engagement Dashboard

This task will involve the development of an online dashboard that actively tracks in-person and online outreach and engagement activity to ensure the Zoning Ordinance Update is an open and transparent process. The dashboard will be embedded in the project hub site for easy access and will be active and updated throughout the project.

2c. Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for Birmingham’s residents and business owners to offer community-wide opinions on the City’s current Zoning Ordinance. The online community questionnaire will be easily accessible on the project hub site. Once closed, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

2d. Focus Group Discussion (up to 5)

Focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to five focus groups will be conducted to obtain additional information regarding issues with the existing Zoning Ordinance. Houseal Lavigne will work with Birmingham staff to identify those to involve. We recommend a broad sampling of participants who have experience going through a zoning or subdivision approval process in the community. Focus groups should include 3-10 individuals with a similar background such as selected property owners, neighborhood group representatives, developers, architects, real estate agents, and business owners. The focus groups will be scheduled by City staff and conducted in-person during scheduled visits related to other outreach events or via telephone/teleconference as needed.

2e. Communications Campaign #1

Communications campaigns are integrated throughout the scope of work and are timed with outreach efforts and major project milestones. This ensures that the community understands the project and is continually engaged and informed throughout the project process. The first campaign will focus on public education and introducing the project, its goals, and process to the community. It will work to build support for the initiative and counter perceptions and misinformation identified in the early stages of the project and include a call-to-action to provide feedback at the upcoming open house and via the online questionnaire. Materials will include social media and website posts, flyers, intercept signs at key locations with a QR code to the project website, and a press release. Communications will be pushed to community leaders and others identified by City staff to help engage hard-to-reach populations.

2f. Project Kick-Off Open House

The purpose of the Project Kick-Off Open House is to move from the general vision and ideas of the City's Birmingham Plan 2040, and into the primary objectives of the Zoning Ordinance Update. The goal of the open house will be to educate members of the public about the Zoning Ordinance and purpose of the Zoning Ordinance Update as well as to form a consensus among participants concerning the primary objectives of the Zoning Ordinance Update as identified in the RFP and by City staff. After the event, a summary of the feedback received will be developed, posted on the project hub site for public review, and utilized as background information for the Preliminary Recommendations Report.

STEP 3: EXISTING ZONING ORDINANCE ANALYSIS AND PRELIMINARY RECOMMENDATIONS

This task will include the preparation of a Preliminary Recommendations Report that will be informed by a detailed assessment of the City's current Zoning Ordinance and provide Houseal Lavigne's recommendations for the Zoning Ordinance Update. It will be based on issues and opportunities identified in outreach, alignment with Birmingham Plan 2040, information provided by the City and partner agencies, and the experience and expertise of Houseal Lavigne.

3a. Assessment of Current Zoning Ordinance and Recent Development Proposals

The review and assessment of the current Birmingham Zoning Ordinance will entail a detailed chapter-by-chapter, section-by-section review of the City's current code. The assessment will highlight areas where the existing regulations, standards, procedures, processes, and other requirements are problematic, when measured against national best practices, legal considerations, and effectively accommodating property investment while safeguarding and ensuring community character and sense of place. During this step, the City will provide a summary of recent history of development proposals and applications for zoning relief, identifying "pain points" in bringing forward development.

3b. Lot Standards Applicability Analysis

Houseal Lavigne will conduct a lot standards applicability analysis using ArcGIS Pro to evaluate existing development conditions against the lot area and width standards of the City's residential zoning districts. The analysis will include both a nonconformities analysis and a subdivision opportunities analysis. The nonconformities analysis compares the existing minimum lot area and width requirements of a district with existing development within that district and tests alternate standards. The analysis provides insight on whether regulations reflect existing development patterns or if they should be adjusted to ease the burden on landowners as they seek to reinvest in their property and on staff and elected/appointed officials as they consider variance requests. The subdivision opportunity analysis tests the alternate standards to determine whether they would create new subdivision opportunities that do not exist with the current standards.

3c. Land Use Plan and Zoning Map Alignment

If Birmingham is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a land use plan and zoning map alignment analysis can be conducted. The analysis compares and scores the level of alignment between the land use plan category descriptions and zoning district purpose and intent statements, uses identified as desirable in the land use plan category and uses allowed by-right or conditionally in the zoning district, as well as the envisioned development pattern of the land use plan category and the existing development pattern of the zoning district. The resulting map helps to identify key rezoning opportunities as well as how existing districts can be updated to better align with land use plan categories.

3d. Comprehensive Master Plan and Zoning Ordinance Text Alignment

Regardless of whether Birmingham is interested in pursuing proactive rezoning to align its zoning map with its land use plan, a comparative analysis between the vision, goals, and implementation actions of the Birmingham Plan 2024 and the text of the Zoning Ordinance will be conducted. This level of analysis is essential to identifying regulatory barriers to realization of the community's vision for its future.

3e. Best Practices and Comparative Community Research

Houseal Lavigne will conduct best practices and comparative community research on up to three key topics to inform the City about approaches other communities have taken to address similar issues.

3f. Preliminary Recommendations Report

Finally, the findings of tasks 3a-3e will be packaged into a Preliminary Recommendations Report. The report will describe the issues with current regulations based on feedback received during Steps 1 and 2, alignment with Birmingham Plan 2040, and our expertise and analysis. The report will also include an overall recommended organization of the updated Zoning Ordinance as well as identify strategies for how to proceed, what to prioritize, and case studies and best practice approaches to be considered to resolve identified issues.

3g. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the report available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

3h. Communications Campaign #2

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the Preliminary Recommendations Report will be posted on the project website and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the report for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

3i. OPTIONAL TASK - ZTAC Meeting #2 (in-person)

Houseal Lavigne will meet with and present the Preliminary Recommendations Report to the ZTAC to gather feedback and input. Feedback received will be shared with the ZPAC for consideration. This meeting with the ZTAC will occur during the same trip as the second ZPAC meeting in 3j below.

3j. ZPAC Meeting #2 (in-person)

Houseal Lavigne will present the Preliminary Recommendations Report to the ZPAC. The intent will be to review and discuss recommendations, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with the necessary direction to begin the development of draft Zoning Ordinance sections. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

3k. OPTIONAL TASK - Preliminary Recommendations Open House

A public open house will be conducted during the same trip as the ZPAC meeting in 3j above to obtain feedback from the public on the key Zoning Ordinance Update themes identified in the Preliminary Recommendations Report. Feedback from the open house will be summarized and posted to the project hub site.

STEP 4: DISTRICT AND USE STANDARDS

This step will entail the preparation of the first third of the Zoning Ordinance including base and overlay district specific standards and use standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and ZPAC review.

4a. District Standards

This task will include revisions to district purpose and intent statements to align with the City's Birmingham Plan 2040. Bulk and dimensional standards will also be revised during this step based on the results of the conformity analysis conducted as a part of Step 3. Zoning map updates and amendments reflecting any new zoning districts or changes will also be made during this step if recommended in the Preliminary Recommendations Report.

4b. Use Standards

This task will include the drafting of a consolidated use table with modernized uses aligned to the updated districts. Supplemental use regulations that incorporate design principles and use limitations (such as hours of operation) relevant to specific uses will also be developed at this stage.

4c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City Staff before making the drafts available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

4d. Communications Campaign #3

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft District and Use Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

4e. OPTIONAL TASK - ZTAC Meeting #3 (in-person)

Houseal Lavigne will present the draft District and Use Standards to the ZTAC. The intent will be to review and discuss the technical merits of major proposed changes. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction. This meeting with the ZTAC will occur during the same trip as the third ZPAC meeting in 4f below.

4f. ZPAC Meeting #3 (in-person)

Houseal Lavigne will present the draft District and Use Standards to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

STEP 5: DEVELOPMENT AND SIGN STANDARDS

This step will entail the preparation of the heart of the new Zoning Ordinance including general development standards and sign standards. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and ZPAC review.

5a. General Development Standards

This task will include objective, understandable, and context-sensitive standards and regulations for development throughout the City including landscape and buffering standards, parking and loading standards, building design standards, outdoor lighting standards, and fence/wall standards.

5b. Sign Standards

This task will modernize the City's sign ordinance, ensuring it complies with relevant case law, is content neutral, and furthers the City's goals for the appearance of the community.

5c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

5d. Communications Campaign #4

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft Development, Building, and Design Standards will be posted on the project hub site and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

5e. OPTIONAL TASK - ZPAC Meeting #4 (in-person)

Houseal Lavigne will present the draft Development and Sign Standards to the ZTAC. The intent will be to review and discuss the technical merits of major proposed changes. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction. This meeting with the ZTAC will occur during the same trip as the fourth ZPAC meeting in 5f below.

5f. ZPAC Meeting #4 (in-person)

Houseal Lavigne will present the draft Development and Sign Standards to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review

STEP 6: SUBDIVISION STANDARDS AND DECISION-MAKING PROCEDURES

This task will entail the preparation of the latter third of the updated Zoning Ordinance, including subdivision standards and decision-making procedures. Applicable definitions will also be prepared and provided in a memo to assist in City staff, public, and ZPAC review.

6a. Subdivision Standards and Procedures

This task will modernize the City's subdivision standards and simplify and streamline subdivision approval procedures. Note: this task will not include revisions to engineering or construction standards or specifications.

6b. Decision-Making Procedures

This task will establish efficient and flexible decision-making procedures that improve clarity, efficiency, and transparency between City staff, elected and appointed officials, applicants, and the public. This section will also update the City's nonconformities standards.

6c. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate review calls with City staff before making the drafts available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City staff feedback.

6d. Communications Campaign #5

To keep the community engaged and informed throughout the Zoning Ordinance Update process, the draft Sign Standards and Decision-Making Procedures will be posted on the project hub site, and an online feedback form will be made available to receive public feedback. A series of 3-5 social media posts will be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders, residents, focus group participants, and others identified as by City staff to help engage hard-to-reach populations.

6e. OPTIONAL TASK - ZTAC Meeting #5 (in-person)

Houseal Lavigne will present the draft Subdivision Standards and Decision-Making Procedures to the ZTAC. The intent will be to review and discuss the technical merits of major proposed changes. Feedback received from the ZTAC will be shared with the ZPAC to help inform their policy direction. This meeting with the ZTAC will occur during the same trip as the fifth ZPAC meeting in 6f below.

6f. ZPAC Meeting #5 (in-person)

Houseal Lavigne will present the draft Subdivision Standards and Decision-Making Procedures to the ZPAC. The intent will be to review and discuss major proposed changes, and the feedback received from the public, in sufficient detail to provide Houseal Lavigne with necessary direction for regulation refinement and the development of supporting diagrams. A summary of the policy direction received at the meeting will be posted on the project hub site for public review.

STEP 7: DRAFT AND FINAL ZONING ORDINANCE

Based on the previous steps in the update process, the full draft and final Zoning Ordinance will be prepared and presented for local consideration and adoption.

7a. Draft Zoning Ordinance Document

Houseal Lavigne will prepare the draft Zoning Ordinance document based on direction received from the ZPAC. A consolidated chapter of definitions as well as diagrams and flowcharts will be embedded in the document at this stage.

7b. Final Legal Review and City Staff Review Calls (up to 5)

The draft Zoning Ordinance will be brought for final legal review to the City Attorney. Although the City Attorney may be involved throughout the process of developing the updated Zoning Ordinance, final legal review is necessary before the full draft document is made public. Houseal Lavigne will facilitate review calls with City staff to discuss the comments of the City Attorney and other City staff before making the document available for public review and meeting with the ZPAC. Appropriate revisions will be made based on City Attorney and other City staff feedback.

7c. OPTIONAL TASK - Major Changes Overview StoryMap

To summarize the proposed changes to the Zoning Ordinance clearly and concisely, a Major Changes Overview StoryMap will be developed. The StoryMap will include answers to frequently asked questions, provide an overview of the Zoning Ordinance Update process, highlight and provide the reasoning behind major proposed changes, and include parcel specific information and an opportunity to provide feedback. The StoryMap will be embedded on the project hub site and can be emailed to key community members engaged throughout the process.

7d. ZPAC Meeting #6 (in-person)

A final meeting will be conducted with the ZPAC to review and reach agreement on the full draft Zoning Ordinance document before proceeding with the public review and adoption process. Appropriate revisions to the draft Zoning Ordinance will be made based on feedback received and the final draft Zoning Ordinance will be prepared for public consideration.

7e. Final Draft Zoning Ordinance

Houseal Lavigne will prepare the draft Zoning Ordinance document based on the final direction received from the ZPAC.

7f. Informational Brochure

To summarize the major proposed changes to the Zoning Ordinance clearly and concisely, an Informational Brochure will be developed. The brochure will include answers to frequently asked questions, provide an overview of the Zoning Ordinance Update process, highlight and provide the reasoning behind major proposed changes, and include information about where to learn more and provide feedback. The brochure can be made available on the project hub site, at City Hall and other community facilities, and can be mailed to property owners and tenants, especially if any zoning map amendments are proposed.

7g. Communications Campaign #6

This final communications campaign will share the Informational Brochure and include a call-to-action to provide feedback at upcoming open houses. Language for press releases and social media posts will highlight the importance of the process for the future of Birmingham. Communications will be pushed to community leaders, residents, focus group participants, and others identified by City staff to help engage hard-to-reach populations.

7h. Pre-Adoption Open House

Members of Houseal Lavigne, along with City staff, will be present an in-person open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the final draft Zoning Ordinance document. Houseal Lavigne will be available throughout the community open houses to present materials, answer questions, and get feedback before initiating the approval process. Feedback from the open houses will be shared with the Planning Board and City Commission during adoption meetings to inform their decision making.

7i. Planning Board Public Hearing (in-person)

Houseal Lavigne will present the final Zoning Ordinance at the Planning Board public hearing.

7j. City Commission Adoption (in-person)

Houseal Lavigne will present the final Zoning Ordinance to City Commission for consideration and adoption.

7k. Final Zoning Ordinance Document

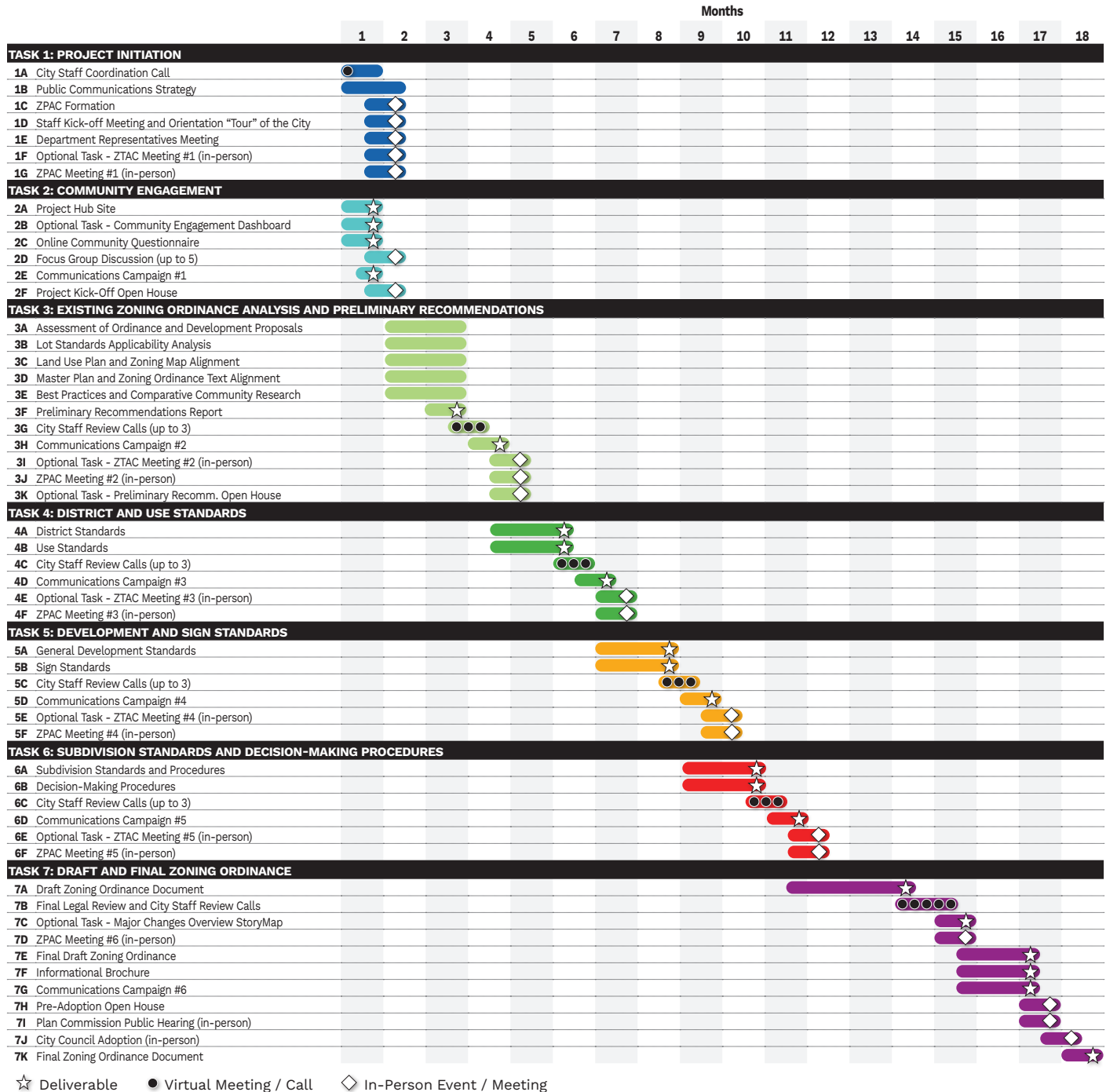
Following the adoption of the Zoning Ordinance, Houseal Lavigne will share the final document, components, and map with the City in fully editable documents including Word and PDF and supporting jpeg, png, and GIS files. The Project Team will provide 6 bound color copies of the Final Zoning Ordinance Document, and 6 color hard copies of the Zoning Map (24 inches x 36 inches).

PROJECT TIMELINE

SECTION 04

PROJECT TIMELINE

The timeline below provides an overall framework to complete each step outlined in our proposed Scope of Work. We anticipate completing the Zoning Ordinance Update in 18-months. We are ready to begin work immediately and committed to devoting the proposed personnel and resources for the entire length of time necessary to complete Birmingham Zoning Ordinance Update. Should the selection committee favor our basic approach, we will work with City staff to refine this Scope of Work and project schedule in a manner that is most advantageous to the assignment.



ATTACHMENTS

SECTION 05

ATTACHMENT B

BIDDER'S CONTRACT FOR ZONING ORDINANCE UPDATE

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

1. They have carefully examined the specifications, terms and Contract 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.

John Houseal, FAICP

9-30-2025

PREPARED BY
(Print Name)

DATE

Partner/Co-Founder

TITLE

DATE

AUTHORIZED SIGNATURE

jhouseal@hlplanning.com

E-MAIL ADDRESS

Houseal Lavigne

COMPANY

188 W. Randolph Street, #200
Chicago, IL 60601

312-372-1008

ADDRESS

PHONE

Same as above

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C

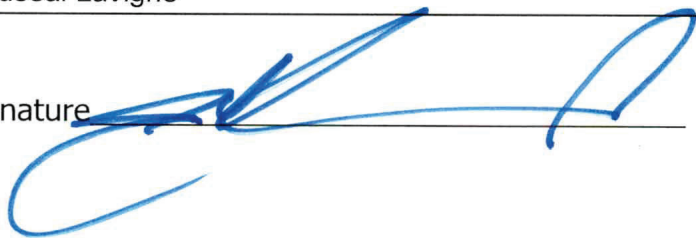
COST PROPOSAL FOR ZONING ORDINANCE UPDATE

In order for the bid to be considered valid, this form must be completed in its entirety. Additional sheets may be added if necessary. The cost for the Scope of Work as stated in the Request for Proposal documents shall be itemized as follows:

Project Elements	Cost
• Project Initiation and Background Review	\$ 15,625.00
• Public Engagement and Stakeholder Involvement	\$ 20,910.00
• Diagnostic Report and Recommendations	\$ 34,885.00
• Drafting of Updated Zoning Ordinance	\$40,880.00
• Zoning Map Revisions	\$ included with draft
• Administrative and Procedural Improvements	\$ 20,710.00
• Final Ordinance and Adoption Support	\$ 66,845.00
TOTAL AMOUNT	\$ 199,855.00
Additional Meeting Charge	\$ 4,140.00 /meeting
Additional Services (If Any)	
• ZTAC Meetings (5)	\$ 11,680.00
• Community Engagement Dashboard	\$ 3,340.00
• Preliminary Recommendations Open House	\$ 3,410.00
•	\$
TOTAL AMOUNT WITH ADDITIONAL SERVICES	\$ 226,005

Firm Name Houseal Lavigne

Authorized signature



Date: 9-30-2025

ATTACHMENT D

VENDOR CERTIFICATION THAT THIS IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Consultant	
Legal Name	Houseal Lavigne
Street Address	188 W. Randolph Street, #200
City	Chicago
State, Zip	Illinois 60601
Corporate I.D. Number/State	
Taxpayer I.D. #	

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

Signature of Consultants
Authorized Agent:

Printed Name of Consultant's
Authorized Agent:

Witness Signature:

Printed Name of Witness:


John Houseal, FAICP



NIKOLAS DAVIS



MEMORANDUM

City Manager's Office

DATE: January 12, 2026

TO: City Commission

FROM: Jana Ecker, City Manager
Mark Clemence, Assistant 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?" The City Commission discussed the issue at length. After discussion, the City Commission found consensus that they would entertain public/private partnerships that would benefit the City financially and residents in general.

At the August 25, 2025 City Commission meeting, then 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.

On September 15, 2025, City staff produced a report and an associated request for proposal (RFP) to hire a professional owner's representative (POR) 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. After discussion, the City Commission asked for some minor revisions to the RFP and to bring it back on the next agenda for final approval the City Commission. On October 6, 2025, the revised RFP was submitted to the City Commission seeking a resolution authorizing City staff to publish the RFP for a Professional Owner's Representative to Explore Public/Private Partnership

Opportunities on the Michigan Intergovernmental Trade Network (MITN). The City Commission approved the posting of the RFP.

BACKGROUND:

City staff published the RFP on MITN on October 8, 2025. The final date to submit a bid was Friday, November 21, 2025 at 10:00 am. The City received eleven (11) sealed bids. City staff formed a committee to evaluate all eleven (11) bids. The committee was represented by staff from the City Manager's Office, Planning Department, Building Department and the Birmingham Principal Shopping District (BSD). Each member of the committee received a copy of every bid, a copy of the RFP and a formal scoresheet. The final scores were tabulated as follows:

1. Plante Moran	86.28
2. Hayat Brown	78.28
3. JLL	76.14
4. Veridus Group	75.85
5. Rebel	74.85
6. Concord Group	73.85
7. Taft Advisors	72.42
8. Concourse Group	71.71
9. Harmonie Park	71.57
10. Altus Group	69.71
11. Euro Advisory	55.42

There was very clear consensus among City staff that the bid from Plante Moran Realpoint was superior to any of the other respondents. On Tuesday, December 23, 2025, City staff held an in-person meeting with representatives from the Plante Moran Realpoint team at City Hall to discuss their bid, experience, qualifications, methodology and processes at greater length. City staff is recommending that the City Commission choose Plante Moran Realpoint as the City's professional owner's representative to explore public/private partnership opportunities. The Plante Moran Realpoint team will make a brief presentation to the City Commission (approximately 20 minutes) to introduce their team, discuss their experience in this field and answer any questions of the City Commission.

LEGAL REVIEW:

All eleven (11) bids were submitted to the City Attorney for review. The City Attorney's office reviewed the eleven (11) RFP responses. The City Attorney's office reported that while some responses proposed modifications to contract provisions, none constituted a material or substantive change to the scope of work. Accordingly, all eleven (11) responses should be evaluated on their merits.

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 consulted on this project. The RFP cost proposal asked for an hourly fee as well as any associated administrative fees. The cost proposal received from Plante Moran Realpoint had the following hourly breakdown:

<u>Position</u>	<u>Hourly Rate (Not to Exceed)</u>
Partner	\$385-\$420
Principal	\$330-\$385
Senior Vice President	\$310-\$350
Senior Consultant	\$200-\$240
Consultant/Administrative Assistant	\$135-\$190

The proposed fee approach/structure would be subject to the finalization of a mutually agreed upon project scope of work, budget and schedule. It should be noted that the proposed Plante Moran Realpoint rates are the same rates that Plante Moran Realpoint utilizes for the current State of Michigan MiDeal contract.

Finance Director Chavez has indicated that if the City Commission approves this contract, then the Finance Department will make a budget amendment to the 2025-2026 Budget in accordance with City policy at the time the first project is undertaken by the vendor at the direction of the City Commission. The scope, size and cost of any public/private project will have a direct correlation to the fees associated with its development. Moving forward, the Finance Department will create a preliminary budget of \$50,000 as a placeholder in the 2026-2027 proposed City Budget to address this contract. This amount can be adjusted by the City Commission based on budget amendments approved by the City Commission as needed to address any proposed project.

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. If chosen, Plante Moran Realpoint 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. If chosen, Plante Moran Realpoint 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). A City staff report and associated attachments were published in the City Commission Agenda for the September 15, 2025 City Commission meeting. A revised City staff report and associated RFP were published in the October 6, 2025 City Commission Agenda.

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 approved of a staff created request for proposal (RFP) to hire a professional owner's representative to explore public/private partnership opportunities. The RFP was posted on MITN and the City received eleven (11) responses. An internal City staff committee was formed to evaluate all eleven (11) bid responses (City Manager's Office, Planning, Building, BSD). City staff evaluated all eleven bid responses and Plante Moran Realpoint was the consensus choice to be moved forward for recommendation and consideration by the City Commission.

ATTACHMENTS:

1. PMR Proposal for Owner's Representative to Explore Public-Private Partnership Opportunities City of Birmingham
2. Professional Owner's Representative to Explore Public and Private Partnership Opportunities Agreeemnt Between the City of Birmingham and Plante Moran

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a three year agreement with Plante Moran Realpoint for Professional Owner's Representative to Explore Public/Private Partnership Opportunities in an amount not to exceed the agreed upon hourly rates. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project will be been expensed in other contractual services accounts as dictated by the project proposed and upon the approval of a budget amendment by the City Commission.



plante moran
REALPOINT



NOVEMBER 21, 2025

Proposal for Owner's Representative to Explore Public/Private Partnership Opportunities

Presented to City of Birmingham

Birmingham City Hall
151 Martin Street
Birmingham, MI 48009
Attn: Jana Ecker

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

Thank you for allowing Plante Moran Realpoint (PMR) the opportunity to submit our proposal for Professional Owner's Representative Services to Explore Public/Private Partnerships on behalf of The City of Birmingham ("the City"). Our goal is to provide the suite of services requested while working in harmony with the City and staff to become your trusted advisor for this important engagement. PMR will assist the City in navigating opportunities to improve the delivery of City services and augment economic development activity to enhance its resident's experience and the City's fiscal health. We believe PMR can provide the City with a comprehensive and experienced team to conduct this process.

Teaming with our firm offers the following benefits to the City:

Relevant Public Sector Experience: In the past five years, as an owner's representative PMR has successfully completed more than \$5 billion worth of capital projects for the public and municipal sectors (i.e., police stations, courthouses, K-12 school buildings, libraries, fire stations, infrastructure, city halls, etc.). This includes the renovation and expansion of more than 500 facilities, with costs ranging in value from \$1 million to more than \$300 million.

We Understand Municipalities: We specialize in working with mission-driven, consensus decision-making bodies. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present and the requisite stakeholder engagement required.

We Understand Private Sector Benchmarks: PMR has served in an underwriting capacity for private development interests in addition to serving as a transaction manager and real estate investment advisor overseeing billions in investments in real estate from residential, mixed use and office to athletic facilities.

We are Local: We have 11 offices in Michigan, and our headquarter office, in Southfield, Michigan, is minutes away from the City.

Independence: We will represent and advocate on behalf of the City, which allows us to provide unbiased recommendations throughout the project as your independent advocate.

Custom Solutions: Our team resources are robust; however, our approach is truly unique in that we offer customized solutions to your project needs.

Collectively, PMR's experience with the public and private sectors and its understanding of the qualitative and quantitative requirements of each uniquely qualifies us to serve the City. We look forward to the opportunity to work with the City of Birmingham to achieve the goals and objectives outlined in the RFP. Again, thank you for the opportunity to present this proposal. We look forward to discussing it in more detail with you.

Sincerely,



Greg VanKirk
Partner, Plante Moran Realpoint
greg.vankirk@plantemoran.com
(248) 223-3395



Victoria Manix
Partner, Plante Moran Realpoint
victoria.manix@plantemoran.com
(248) 603-5373



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SECTION 1	Firm Overview
SECTION 2	Relevant Experience & References
SECTION 3	Approach Methodology & Timeline
SECTION 4	Your Team
SECTION 5	Cost Proposal
SECTION 6	Forms

Main point of contact

Doug Smith, Principal

doug.smith@plantemoran.com | (248) 603-5356

3000 Town Center, Suite 100 Southfield, MI 48075



SECTION 1

Firm Overview

Firm overview

One firm, infinite resources

Plante Moran Realpoint is an affiliate of Plante Moran, one of the nation's largest certified public accounting and business advisory firms. A relationship with Plante Moran Realpoint unlocks the collective power of the firm and its affiliates, not just an individual team or office.



140+ multidisciplinary staff specializing in real estate and construction

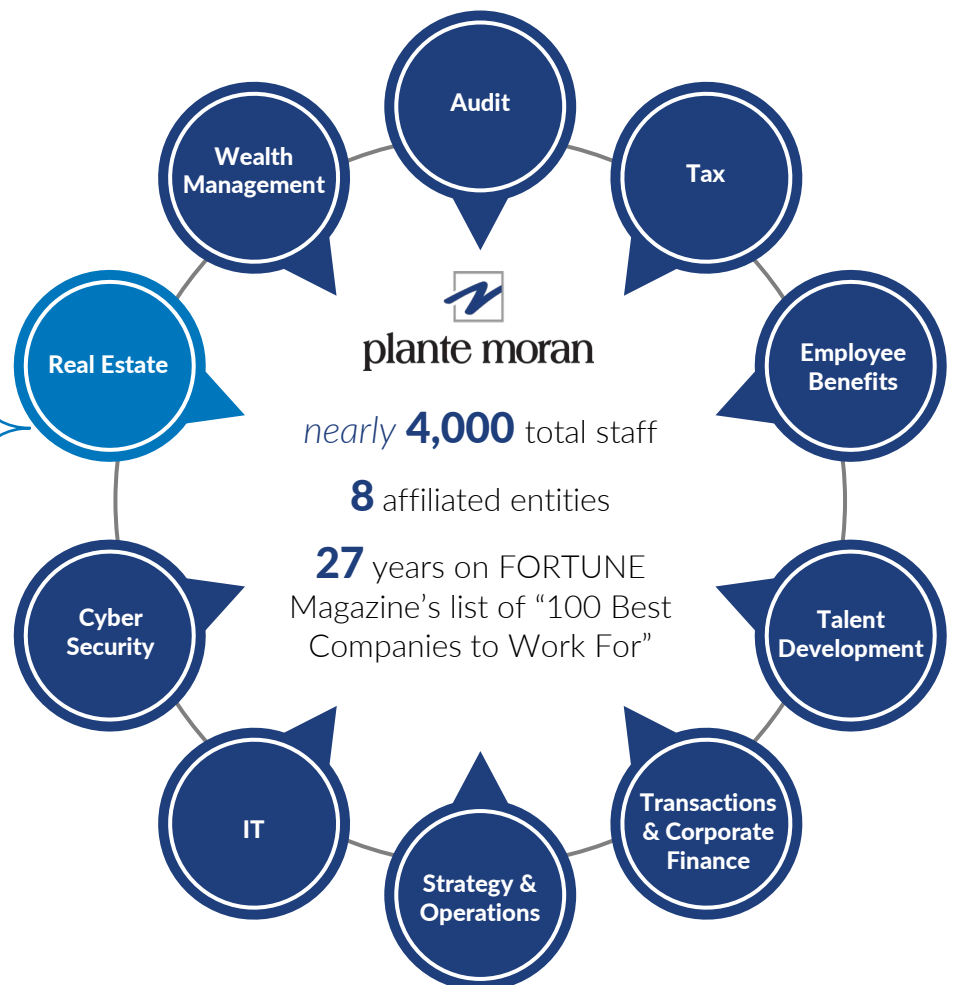
\$6B+ in active construction program oversight

Millions of square feet in real estate transactions

\$2.0B+ in incentives procured for clients

\$1.5B+ in real estate assets under management

\$7B+ of public private partnership & large-scale development projects



What does all this mean for you?



SEAMLESS SERVICE

Engaging with us can give you unfiltered access to the right experience at the right time through our affiliation with Plante Moran.



PERSONAL TOUCH

The better we know you, the better we can serve you. We build lasting relationships to foster a client-focused, collaborative culture.



FUTURE-FOCUSED

Your future is our priority. We partner with you to help you achieve your goals today and beyond.

Firm overview | Plante Moran Realpoint introduction

We're built different to help you realize the most with your real estate.

As full-service real estate advisors, we're purpose-built to apply our deep, industry-specific experience across your real estate needs, whether consulting, transactions, capital projects, or development advisory. We're invested in your success, creating unexpected solutions to make your real estate a strategic advantage.

With Plante Moran Realpoint, you make better real estate decisions, achieve your milestones, and flourish in your space. We'll sharpen your big picture, invest in our long-term relationship, and measure our success by what matters most to you.

We bring a team of true industry professionals

Our team of professionals brings a broad background of experience and skills. We serve as an extension of an organization by creating a customized team dedicated to addressing your evolving needs. Our team members have previous experience as:

- ✓ Accountants/CPAs
- ✓ Development Specialists
- ✓ LEED-Accredited Professionals
- ✓ Architects
- ✓ Engineers
- ✓ Project Managers
- ✓ Attorneys
- ✓ Financial Analysts
- ✓ Real Estate Professionals
- ✓ Construction Professionals
- ✓ FF&E Procurement Specialists
- ✓ Relocation Managers

Scalable to any industry and size

Our clients span corporate offices to K-12 schools, single buildings to global portfolios. You get the full depth and breadth of our experience, no matter the industry or scale of the project.



Firm Information

Firm Name:	Plante Moran Realpoint, LLC
Address:	3000 Town Center, Suite 100, Southfield, MI 48075
Contact:	Phone: (248) 223-3500 Fax: (248) 223-3150

Real estate & construction “department for hire”

We seamlessly integrate into your organization, providing the necessary experience for real estate and construction projects through a single point of contact.

Our services include:



Real estate consulting

- Development advisory & feasibility
- Real estate strategy
- Incentives
- Public-private partnerships
- Market studies
- Highest & best use analysis
- Workplace & space utilization



Real estate transactions

- Occupier representation
- Investment acquisitions & dispositions
- Debt procurement
- National site selection
- Sale-leasebacks
- 1031 like-kind exchanges
- Lease administration



Owner's representation/ development advisory

- Project feasibility & delivery methods
- Program budget, schedule, & scope development
- Team selection & procurement
- Project management
- Design & construction oversight
- Furniture, technology, & equipment coordination

Plante Moran Realpoint brings together a team of multidisciplinary professionals to deliver comprehensive, end-to-end real estate consulting services. Our team becomes a full-service partner for developers, economic development corporations, municipalities, corporate real estate teams, landowners, real estate investors, and businesses.

Development Services

Financial Feasibility & Underwriting
Incentive Procurement
Highest & Best Use / Development Strategy
End-to-End Development Management
Public-Private Partnerships

Economic Development

Large Program Coordination & Governance
Site Readiness & Attraction Support
Economic Development Policy & Strategy
Grant Compliance & Application Support

Data & Economics

Market Analysis
Data Analytics & Benchmarking
Economic & Fiscal Impact
Reasonableness Opinions
Housing Needs & Affordability Strategies
Site Selection

Asset Strategy

Workplace & Space Programming
Occupier Portfolio Strategy
Valuations
Partner & Agreement Structuring

The PMR difference



Experience you can count on

In the past five years, PMR has successfully completed billions of dollars worth of capital projects for the public and municipal sectors (i.e., police stations, courthouses, K-12 school buildings, libraries, fire stations, city halls, etc.). This includes the renovation and expansion of more than 450 facilities, with costs ranging in value from \$1 million to more than \$195 million.



Your trusted advisor

We will represent and advocate on behalf of your organization, which allows us to provide unbiased recommendations throughout the project as your independent advocate. Your project savings go BACK into your projects, NOT into our pockets.



Custom solutions and unmatched resources

Through our affiliated entities, we have the resources of nearly 4,000 professionals. With such robust team resources, our approach is truly unique in that we customize and create holistic solutions to fit your project needs.



Knowledge of design and construction professionals

With our local, regional, and national experience in owner's representation and as a program management firm, we have successfully worked with national design and construction firms on a range of projects. We can help your organization identify the right vendors for this project.



Scalability & business acumen

We offer our clients scalability and an understanding of the business and financial components that make programs successful.



We understand municipalities

We specialize in working with mission-driven, consensus decision-making bodies. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.



SECTION 2

Relevant Experience & References

Relevant Experience & References

Public Sector Experience

We have experience working with various other public sector clients in southeast Michigan including their public stakeholders and consensus driven decision making bodies. This broad spectrum of experience has equipped us with the knowledge and skills necessary to effectively address the City's needs.





Project Details:

Services Provided:

Public-Private Partnership
Development consulting
Feasibility
Owner's Representation / Program
Management Services

Size:

140,00 SF office tower
43,000 SF police station

Cost:

\$100 Million

Reference Contact:

Mayor Michael Fournier
203 S Troy St, Royal Oak, MI 48067
(248) 246-3463 | ccfournier@romi.gov

City of Royal Oak

In 2014, the City of Royal Oak in Michigan began working with a developer on a public-private partnership (P3) for a \$100 million redevelopment program of their existing downtown facilities and site. To replace aging city hall and police facilities, address additional parking needs, and create tax-generating corporate office space, the P3 planned to develop a vibrant City Center Complex in the current surface lots downtown. Once the new facilities were constructed, the City could develop a new city park to benefit the community and entice visitors to the downtown.

Before the City and the developer moved the project forward, Plante Moran Realpoint's (PMR's) reputation as a knowledgeable development advisor for municipalities led the City Commission to engage our team to conduct a feasibility assessment related to the proposed P3 development.

The development agreement had preliminary drawings and space programs along with high-level cost scheduling and modeling for the program. PMR reviewed the drawings, comparing the cost to industry standards and completing advanced financial modeling to confirm that the investment made financial sense. Our team also evaluated the space programming for each building, ran additional financial models for alternative space options, and helped the City think through "lease versus own" considerations. During the capital planning phase, we helped align the redevelopment program to Royal Oak's financial goals and objectives, resulting in \$10 million dollars in savings.

After providing Royal Oak with a tremendous amount of value in the capital planning process, the city decided to leverage PMR's owner's representation services to assist in bringing the multiphase program to life. Throughout the design and construction process, PMR assisted the city in managing the risk, schedule, and budgets associated with the program.



Project Details:

Services Provided:

Development Feasibility & Advisory
Strategic Planning & Visioning
Ongoing Real Estate Advisory
Land Acquisition
Owner's Representation

Size:

1,900 acres

Location:

Wayland, MI

Reference Contact:

Monica King, Chief Executive Officer
Monica.king@gunlakeinvestments.com
(269) 598-2379



Gun Lake Tribe & Investments

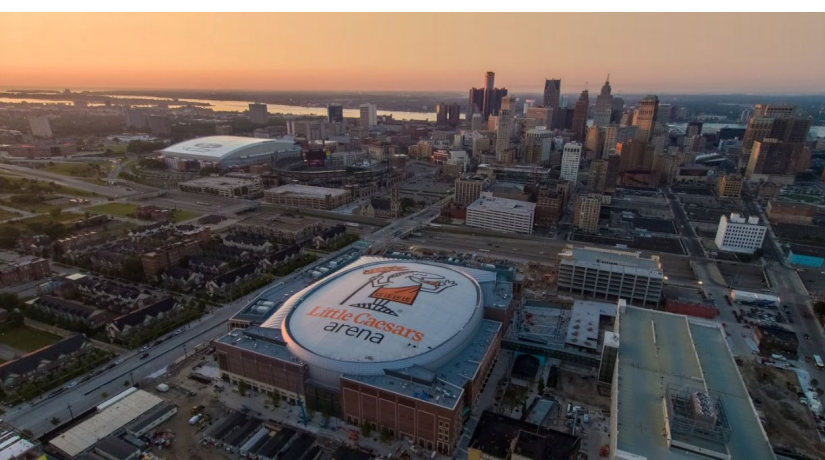
*Active Project

In 2021, the Gun Lake Tribe hired Plante Moran Realpoint (PMR) as its long-term trusted advisor for all things real estate. PMR developed a comprehensive real estate investment and development strategy that aligned with the strategic objectives of the Tribe; assisted in the development of a new wastewater treatment facility, water treatment facility, and utility extensions to serve the casino expansion and new state-of-the-art hotel; and provided land acquisition services, including a 1031 exchange, for over 1,900 acres of farmland, residential, and light industrial property.

Additionally, PMR was hired by Gun Lake Investments, the economic development arm of the Gun Lake Tribe, to assist in development strategy, execution, and process oversight and governance for the Corridor master plan project. Announced in late 2022, the Corridor is a long-term vision to develop over 1,900 acres between the Gun Lake Tribe's government campus and Wayland, Mich., to serve as a vibrant center of commerce with potential retail, housing, mixed-use, and more.

To date, PMR has worked on the following special projects and development opportunities for the tribe:

- Comprehensive real estate development strategy
- Master planning market study for 20-year Corridor vision
- Highest and best use analysis and feasibility studies for mixed-use development on tribal land
- Owner's representation for infrastructure projects
- Land acquisition services, including a 1031 exchange
- Development advisor for mixed-income housing development in Wayland
- Other miscellaneous services such as contract negotiation and due diligence



Project Details

Services Provided:

Master Planning
Development Consulting
Acquisition/Disposition
Owner's Representation

Cost:

\$2+ billion

Size:

Little Caesars Arena & surrounding mixed-use
& entertainment district development

Reference Contact:

Keith Bradford, Senior Vice President
(407) 455-1996 | keith.bradford@olydev.com

ODM – Little Caesars Arena & The District Detroit

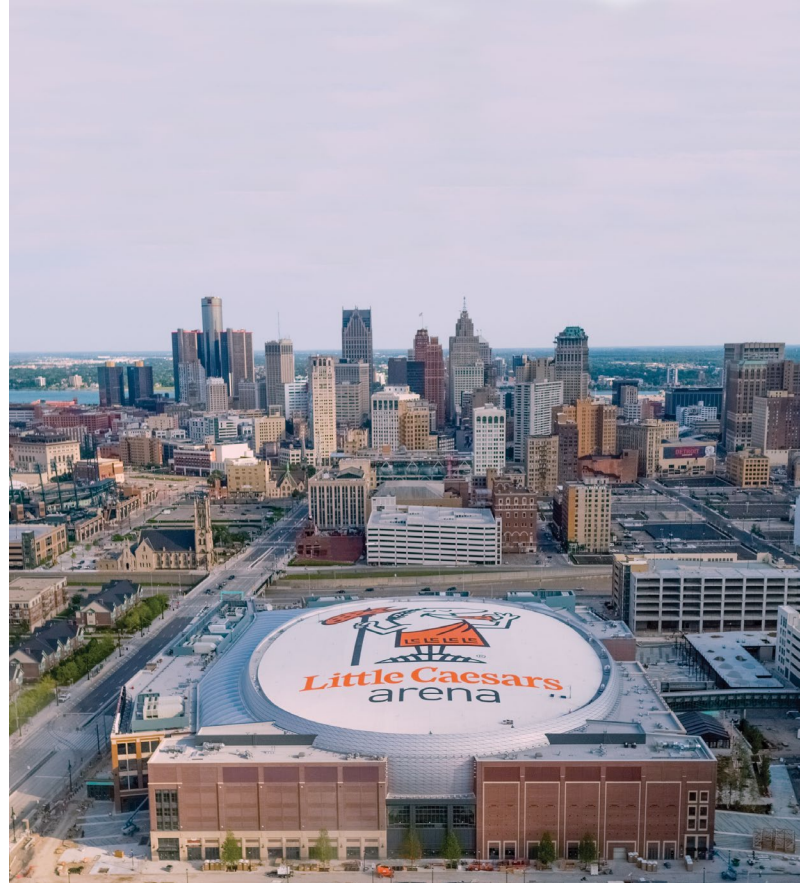
The District Detroit is a vibrant mixed-use development in the heart of Detroit, Mich. Anchored by the Little Caesars Arena, the new home of the Detroit Red Wings and the Detroit Pistons, the surrounding area encompasses new construction dedicated to office, retail, residential, hospitality, and entertainment.

A multidisciplinary real estate team from Plante Moran Realpoint (PMR) served as the overall program manager/monitor throughout all phases of the \$2 billion real estate development. Specific to each project, we acted as financial and development consultant for Olympia Development of Michigan, LLC (ODM), the real estate development organization for Ilitch Companies.

Comprehensive real estate & development consulting services

PMR's services for The District Detroit include financial feasibility underwriting, master planning and development consulting, real estate advisory, land assemblage, and comprehensive program management/monitoring services for the planning, design, and construction phases.

(Continued on following page)



Master planning & development consulting

PMR assessed optimum development and delivery approach scenarios by asset, which included an analysis of self-development, joint venture, ground lease, or sell options. We also assisted ODM with the preparation, negotiation, and review of development agreements, partnership structures, developers' request for proposals, and similar agreements.

Financial feasibility underwriting

For many projects, we also prepare financial pro forma to analyze all components of the project. This included cash flow forecast analysis; identification of assumptions related to capture rates, supply and demand, market rates, and similar metrics; and development of the capital stack with a description of ODM's debt, equity, and incentives.

Financial services

PMR assisted with the acquisition of debt sources. This included managing lender correspondence, conducting term negotiation and analysis through closing or syndication, and preparing investment documentation to support the lending process.

Overall program manager/owner's representative

Our role as overall program manager is to plan, coordinate, report, and foster communication and collaboration between ownership, developers, and vendors throughout all projects within The District Detroit. We assist with development structure and programming, program governance, team assembly, financial tracking, development financing, and real estate leasing.

Real estate strategy

We were also engaged to develop and execute a real estate strategy that brings a unique blend of local and national retailers and office users to The District Detroit.



Project Details:

Services Provided:

- Development Advisory
- Program Management
- Public Sector Coordination
- Transaction Management
- Public Financing & Incentives
- Public Engagement
- Campus Infrastructure
- Master Scheduling

Cost:

\$3.3 billion

Location:

Detroit, MI

Henry Ford Health

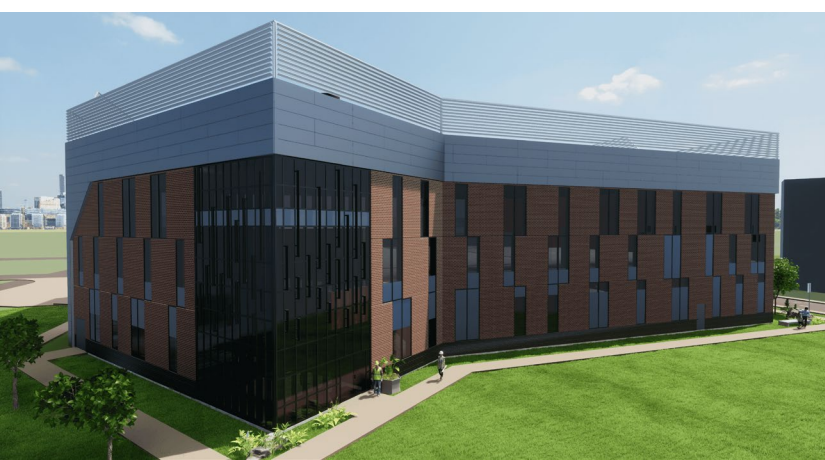
*Active Project

Plante Moran Realpoint (PMR) serves as the development coordinator in support of the \$3.3 billion “Future of Health: Detroit” vision — a transformative and comprehensive undertaking by Henry Ford Health and its key partners the Detroit Pistons and Michigan State University in Detroit’s New Center neighborhood.

When complete, “The Future of Health” will both transform Henry Ford Health’s legacy Detroit hospital into a world-class destination academic medical campus and create a vibrant, walkable community, complete with a medical research center, modernized housing, retail and green spaces, and more.

The broader project will integrate clinical, medical, and educational facilities within a mixed-use development, fostering an environment where people can live, work, play, and learn. PMR’s role is to lead the feasibility, planning, and execution of the public financing component, community outreach, public approval, infrastructure, and development partner coordination.

(Continued on following page)



The interconnected campus will consist of the following:

- Expansion of Henry Ford Hospital with a new 1.2-million-square-foot state-of-the-art hospital facility (including a 20-floor patient tower, a vastly expanded emergency department, and five floors of specialized ICU rooms)
- New 185,000-square-foot shared services building (including kitchen, lab, sterile processing, and central receiving)
- Construction of a \$335 million, seven-story, 335,000-square-foot Henry Ford Health + Michigan State University Health Sciences Research Center
- Conversion of Henry Ford Health's administrative offices into residential/mixed-use and construction of two new residential/mixed-use buildings, totaling 600+ housing units and 33,000 square feet of retail and community space with an affordable housing component
- Two new parking structures with 1,900+ total spaces
- New public recreation and green spaces, and upgrades to campus infrastructure



Project Details:

Services Provided:

Development Advisory Services
Program Management
Incentive Procurement
Community Engagement & Governmental Affairs
Feasibility Analysis

Size:

662 units of mixed-income residential across 3 projects and 33,000 square feet of retail and community space, including new construction and historic rehabilitation

Cost:

\$320 million

The Detroit Pistons

*Active Project

The Detroit Pistons is planning a \$320 million investment across three mixed-income residential in the New Center area of Detroit. The projects total 662 housing units with an affordable housing component and 33,000 square feet of ground-floor retail and community space.

The multifamily developments are part of a broader vision and partnership between the Detroit Pistons, Michigan State University, and Henry Ford Health. Additional major projects include Michigan State University's \$390 million state-of-the-art biomedical research center; Henry Ford's \$2.2 billion expansion hospital with a new emergency room, operating rooms, and patient tower; two new parking structures with 2,300 total spaces; and new public recreation and green spaces. The first of the Pistons' development is anticipated to commence construction at the beginning of 2025.

Plante Moran Realpoint (PMR) is currently engaged as the partnership's financial and development consultant. Chosen for our experience both with large-scale, complex, multi-use real estate development projects and with coordinating multi-layered incentive and entitlement approvals at the state and local levels, our services with the Pistons include development advisory services, project management, incentive procurement, community engagement and governmental affairs, and feasibility analysis.

The Pistons' projects, which include both new construction and historic rehabilitation, are commencing in an unprecedented inflationary period with construction costs and interest rates at decades-long highs. We're helping the client overcome these challenges through design and value engineering and coordinating a robust economic development incentive package.



Project Details:

Services Provided:

Feasibility
Review of Developer-provided Underwriting
Incentive Recommendations

Project Highlights:

Construction of an 84-unit attainable multifamily development in an underserved area of the city

Construction of a student housing community on a brownfield site

Cost:

Total - \$80 million, to-date

Reference Contact:

Sharilyn Parsons, Community Development Mgr
parsonss@kalamazoocity.org | (269) 337-8664

City of Kalamazoo

**Active Project*

In 2024, the City of Kalamazoo was approached by two developers with projects requesting financial support from the city for viability. One project was the conversion of a de-flagged extended stay hotel into a workforce housing community to serve the needs of Kalamazoo residents who are struggling with increasing rent levels in the city. The second project was to raise an obsolete and empty building and erect in its place a new, class-A, student housing community to serve Western Michigan University.

Before the City and the developers moved the project forward, Plante Moran Realpoint's (PMR's) reputation as a knowledgeable development advisor for municipalities led to an engagement for our team to review materials provided by the developers and discern the actual need for incentives, such as HOME funding, a PILOT, and Brownfield Reimbursement.

The developers provided preliminary budgets and unit layouts, along with financial pro formas to project income, expenses and returns. PMR reviewed all the materials, comparing costs to industry standards and completing advanced financial modeling to confirm the investments made financial sense, and further that the projects could not succeed "but for" the requested incentives.

Following this analysis, PMR presented the City with a detailed summary report highlighting the recommended course of action. Through this process Kalamazoo was able to discern the specific need of each project, helping the City act in the best interest of its residents and as a proper fiduciary of limited incentive funds.

PMR has expanded this relationship with the City to include several additional projects and continues to support the City in its efforts to "say yes, wisely."



Project Details:

Services Provided:

Development Feasibility & Advisory
Strategic Planning & Visioning
Developer Selection
Public Private Partnership

Size:

~10 acres

Cost:

TBD

Reference Contact:

Tom Bommarito, Executive Director of
Warren DDA
tbommarito@cityofwarren.org | (586) 419-0330

City of Warren

**Active Project*

The City of Warren wished to develop a mixed-use public private project comprised of market leading retail, multifamily, and hotel component across the street from the GM Tech Center on City owned land adjacent to Warren City Hall.

The City engaged Plante Moran Realpoint (PMR) to vet the feasibility of proposed physical and financial plans, solicit interest from the development community, negotiate the public private development agreement, and oversee implementation on behalf of the City.

PMR's initiatives for the City included:

- Obtaining an understanding of the market for envisioned uses through feasibility analysis
- Creation of an RFP carefully conveying the vision and tools available to facilitate development
- Identification of qualified developers through the RFP process
- Underwriting development assumptions and track record/financial history of developers
- Developer selection on behalf of city
- Negotiation of the PPP agreement on behalf of the city
- Assist in securing government approvals and procurement of incentives/subsidies

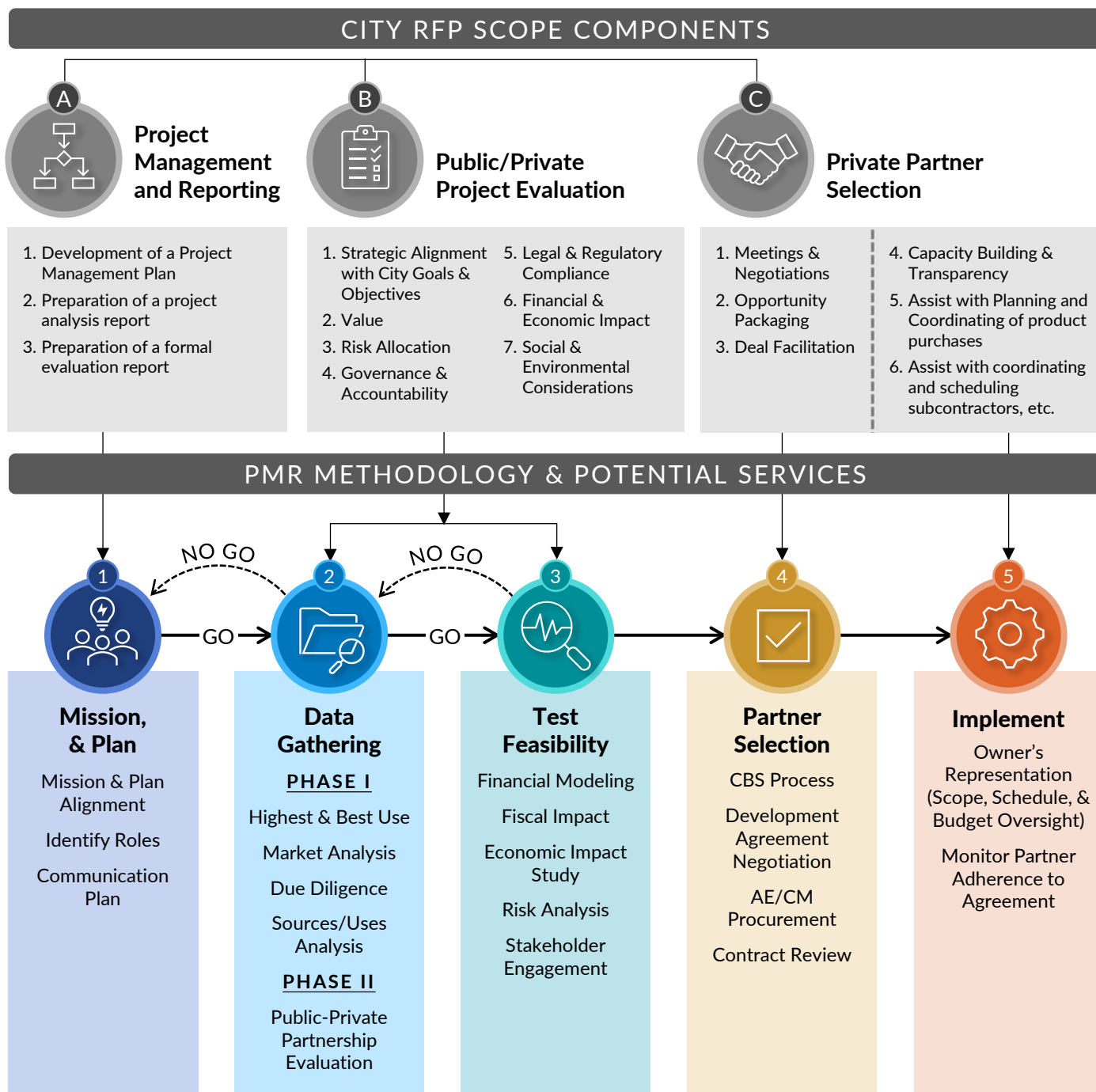


SECTION 3

Approach Methodology & Timeline

Approach Methodology & Timeline

The below outlines the City's desired scope into the three identified steps. Beneath each step are its enumerated and detailed expectations as found in the RFP. The three steps and their enumerated expectations are mapped to the PMR phased methodology which includes 5 total processes designed to provide the deliverables requested by the City. Beneath the PMR phased methodology are services PMR expects it may utilize to fulfill the requirements of the City's scope.

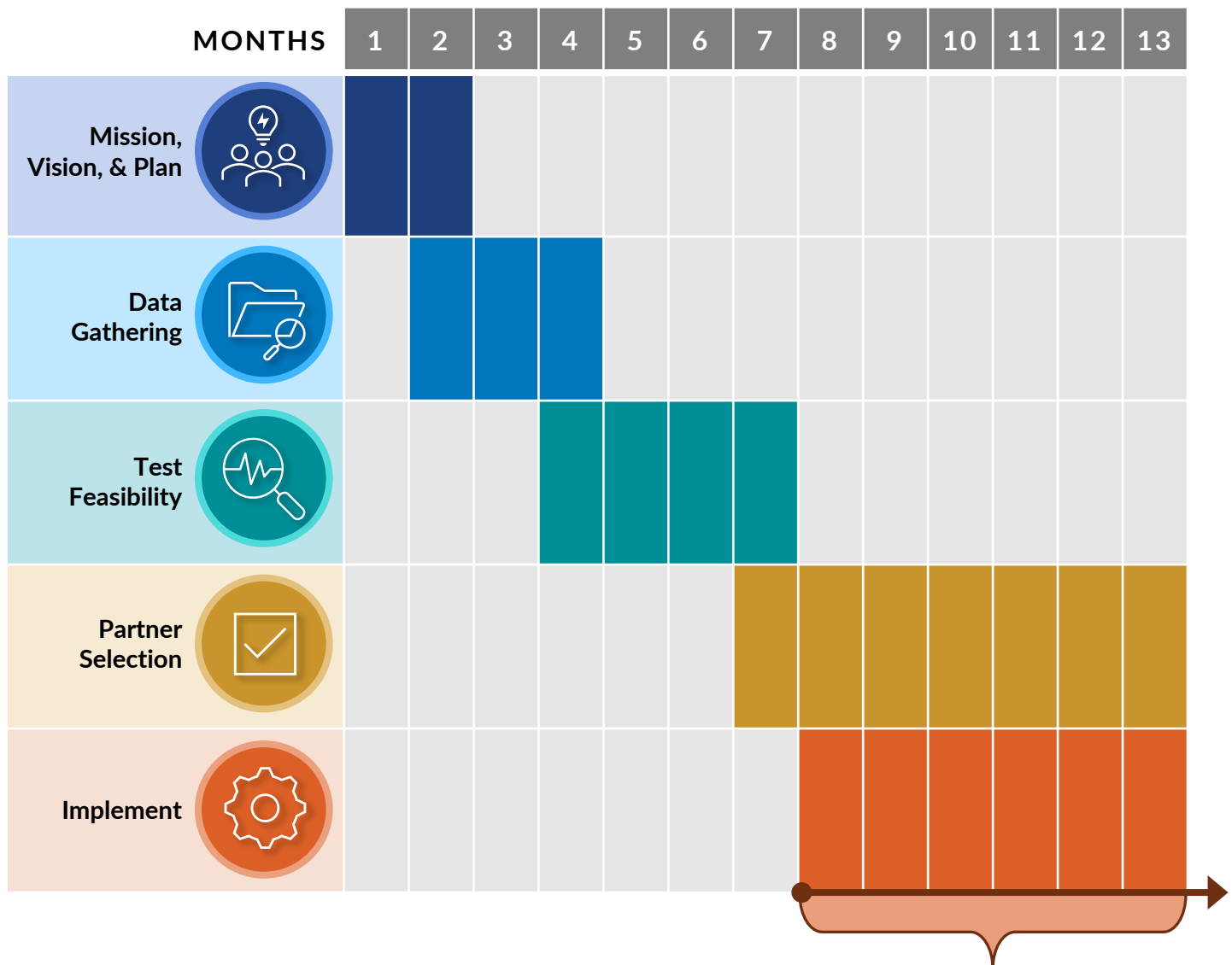


The below provides PMR's methodology by phase and the deliverables that we expect to provide the City upon completion of each phase. The deliverables are intended to fulfill the general scope requirements provided by the City.

PHASE	DELIVERABLE(S)
Mission, Vision, & Plan 	✓ Prioritized qualitative and quantitative objectives related to economic development, sustainability, equity, resilience, health, welfare and safety ✓ Establish "Evaluation" benchmarks & measurables. ✓ Identify content for Project Analysis and Initial Formal Evaluation Report ✓ Identify Roles and Responsibilities ✓ Communication plan (methods and data sharing/storage)
Data Gathering 	✓ Phase 1 – Project Analysis & Recommendation ✓ Phase 2 – Initial Formal Evaluation Report & Recommendation
Test Feasibility 	✓ Final Evaluation Report
Partner Selection 	✓ Criteria Based Selection ("CBS") results based upon Evaluation benchmarks / measurables ✓ Development Agreement Completion
Implement 	✓ Project Progress Reporting ✓ Procurement Planning Services ✓ Schedule and Budget Monitoring Services

Project schedule

PMR has developed the below conceptual project schedule in accordance with its phased methodology. Each phase is represented by a range of potential timing based upon our experience; however, each project will require its own schedule based upon its unique attributes and City guided expectations. Note that the implementation phase will commence upon completion of the partner selection process and run through the construction period which is beyond the limits of this schedule.



Implementation may commence anytime during this period and will go beyond subject to the construction period.



Project Kick-Off



PMR will work with the City to establish goals and objectives related to:

Quantitative and Qualitative objectives and priorities



Evaluation benchmarks and desired metrics



Stakeholder engagement



Communication planning

An Iterative Process:

Our team works with you to define the mission based on your strategic goals, related to this project

The best plans are designed to be flexible and can be adapted based on changing project conditions.

A project execution plan that provides shared understanding among stakeholders

Engagement Strategy

Mission,
Vision, & Plan



Public Private Partnerships create opportunities for each sector to leverage its strengths - whether speed of delivery, cost efficiency, or access to capital - to achieve outcomes that would otherwise be unobtainable. While market, financial and construction risks are regularly managed by the private sector, political/community stakeholder risk is often difficult to control. As a result, the public sector, in recognition of this, needs to create alignment of its political and community stakeholders to attract the best potential partners

Sample Sessions:

Mission Statement Workshop:

Designed to create buy-in & establish a prioritized list of City objectives

Partner Evaluation Criteria Workshop:

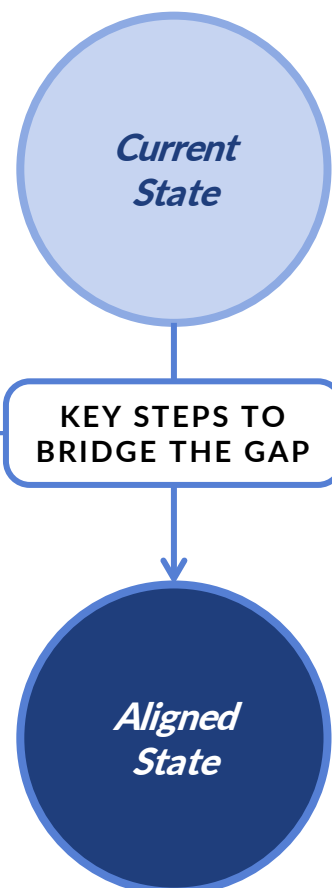
Guided by City staff / elected officials with benchmarking provided by PMR, develop measurable evaluation criteria

Risk Assessment Workshop:

Allows teams to critically identify and address potential risk factors associated with a project; enabling decision making with an informed understanding of the potential risks.

Community Stakeholder Workshop:

As necessary, testing and obtaining community support is critical in building support and mitigating political and project entitlement risks



Due Diligence

Data
Gathering



Mitigate risk and partner with confidence

When making a decision about a real estate partnership, a deep dive into the property's, physical condition, and market position can uncover information that will influence a project's feasibility. Thorough due diligence is critical to mitigating risks and setting up a project for success down the road.

Information from our real estate due diligence team helps mitigate risk, refine financial expectations, and facilitate the ability to assess the certainty of executing a project. The approach Plante Moran Realpoint takes is efficient and effective, taking into account your overall investment objectives, fluctuating market trends, and subtle economic indicators. Although we cannot eliminate risk, we can help maximize your opportunity for success.

OUR APPROACH TO REAL ESTATE DUE DILIGENCE



Sample Due Diligence Documentation

SECTION 2.1 SITE OPPORTUNITY ANALYSIS

Due Diligence Documentation Summary

During the initial development feasibility process that GLL went through, several studies and assessments were conducted on the site. However, there are several key findings that may need to be revisited as a next step in development planning.

Source	Dated	Comments	Should item be revisited?
ALTA Survey	January 23, 2018	- Reviewed - Two ponds located in the northern portion of the site	No
Geotechnical Investigation	April 23, 2019	- Reviewed - Provides recommendations for construction, would need to be revised with new development plans	Yes
Phase II Environmental Site Assessment	February 20, 2018	- Reviewed - Evaluated in REC's identified in the January 2018 Phase I ESA - The property is not defined as a facility, as defined in Part 201 of the Natural Resources and Environmental Protection Act	No, unless concerns arise
Wetland Report	August 30, 2017	- Reviewed - Three significant wetlands identified, will likely need to be further investigated	Yes
Correspondence with Legal	December 6, 2024	If the parcel were to go into flood, it would likely not do so until 2050	N/A

Level of Severity

No concern Should be revisited Needs immediate attention

12

Highest & best use / development strategy

Data
Gathering



Drive real estate development decisions with data & fieldwork

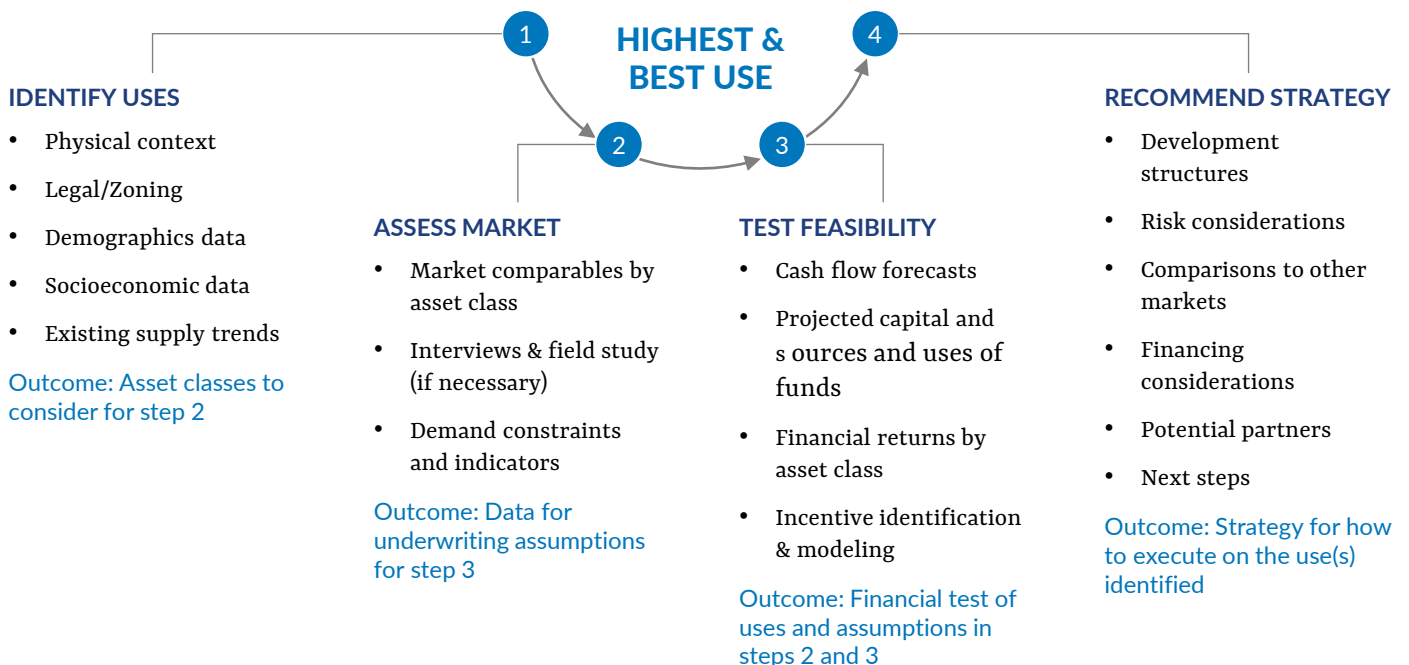
Underutilized buildings and land are ripe for real estate development, but not all uses are feasible for your site or market. By assessing the physical, legal, and market opportunities and constraints of a site, Plante Moran Realpoint's highest and best use analysis will help the City understand the investment potential for a project and determine a strategy for implementation based on the determined use.

Questions we help you answer

- What buildings are we utilizing today and what do we need for the future?
- Can this underutilized building or property that can drive more economic development in the community?
- What is physically and financially feasible?
- Can we attract private developers to our project?
- Can I structure a project with economic gaps or other constraints to provide market returns?
- How do we manage the development of and implement the project?

A holistic analysis of real estate use potential

What sets our analysis apart is the experience of our team, the comprehensive nature of our research, and our ability to tailor the study to fit your needs. Our analysis generally includes the activities described in the graphic below, but as needed, we can include further scrutiny on demand forecasting, field studies, additional financial modeling, and exploration of different sensitivities or return metrics.



Market analysis

Data
Gathering



Is there a market for the real estate use I'm interested in?

Real estate acquisitions and development carry a lot of risk. Especially in this time of economic uncertainty and constant change, how can you know that conditions are optimum to support a proposed project that the City is investing in?

Our market analysis will uncover whether the use envisioned for your property, such as retail, residential, office, or industrial, is the best fit for the building or location. We take an unbiased look at such factors as market supply and demand by use, regional and local economic factors, physical and site-specific factors, and critical market conditions that affect the feasibility and sustainability so you feel confident in your investment.

Assessing demand in a market



1

SITE & MARKET CONDITIONS

- Physical context
- Legal/Zoning
- Demographics data
- Socioeconomic data
- Existing supply trends

Outcome: Preliminary support for client's potential uses

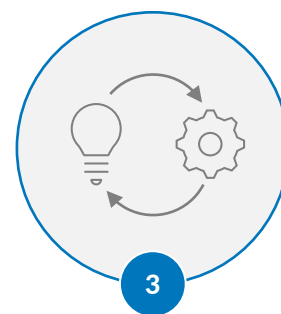


2

MARKET POTENTIAL

- Market comparables
- Comparisons to other markets
- Supply equilibrium
- Future supply trends
- Interviews & field study (if necessary)
- Test capital stack and sources and uses of funds
- GAP analysis for demand (if necessary)
- Market support

Outcome: Confirmation of market demand



3

IMPLEMENTATION STRATEGY

- Development structures
- Risk considerations
- Financing considerations
- Potential partners
- Next steps

Outcome: Strategy for how execute on the use identified

Financial feasibility & underwriting

Test
Feasibility



Trustworthy analysis for potential real estate developments

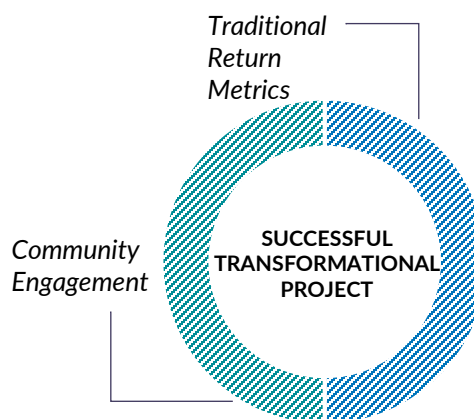
Real estate development has always been complex, but in today's cost and rate environment, they've become especially challenging. Plante Moran Realpoint offers highly dynamic financial modeling, capable of testing a variety of scenarios surrounding changes to project schedules and budgets. Our team can model diverse asset classes, with complex combinations of debt and equity stacks, and accommodate phasing or scheduling requirements. We can also incorporate incentive program directly into a custom model for your development. With a clear understanding of their project's feasibility, you can be confident in your decision-making.

Our approach to financial modeling

We work closely with you to tailor the project's financing strategy to a risk profile that is palatable to the City and in conformance with its objectives and bond rating concerns. We understand that a "successful" project may look different to different stakeholders. Oftentimes, other factors are prioritized in decision-making, such as economic impact or community benefits rather than traditional return metrics. Our team will weigh these factors appropriately throughout the analysis depending on your goals and vision.

Financial feasibility

- Identify mission, goals, & vision
- Initial financial pro forma & return metrics
- Development structure options
- Incentive identification
- Economic & fiscal impact



Cash Flow Projections

Sources & Uses

Return Metrics & Sensitivities

YIELD-TO-COST		Average Daily Rate (ADR)				
		\$100 ADR	\$105 ADR	\$110 ADR	\$115 ADR	\$120 ADR
\$450.0 PAF	5.1%	5.7%	6.3%	6.9%	7.5%	
\$415.0 PAF	5.3%	5.9%	6.5%	7.1%	7.7%	
\$380.0 PAF	5.4%	6.1%	6.7%	7.3%	8.0%	
\$345.0 PAF	5.6%	6.3%	6.9%	7.5%	8.2%	
\$310.0 PAF	5.8%	6.5%	7.2%	7.9%	8.6%	

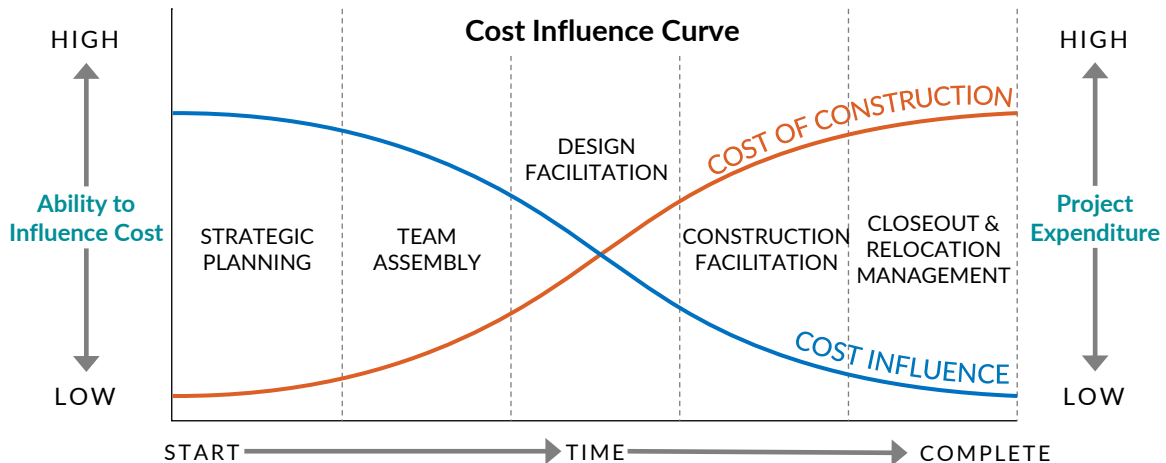
IRR		Average Daily Rate (ADR)				
		\$100 ADR	\$105 ADR	\$110 ADR	\$115 ADR	\$120 ADR
\$450.0 PAF	2.5%	4.0%	6.4%	8.7%	10.1%	
\$415.0 PAF	2.8%	5.1%	7.1%	9.1%	10.9%	
\$380.0 PAF	3.1%	5.4%	7.6%	9.9%	11.8%	
\$345.0 PAF	4.2%	6.4%	8.8%	10.8%	12.8%	
\$310.0 PAF	5.0%	7.4%	9.7%	11.7%	13.9%	

Risk Assessment

Test
Feasibility

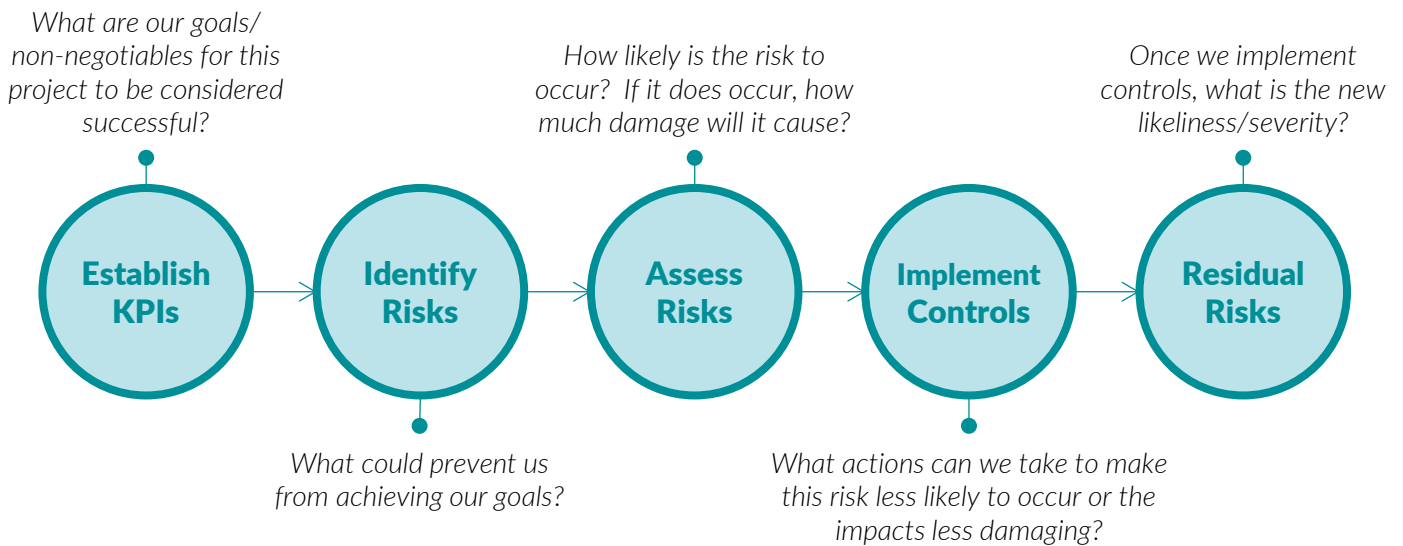


PMR spends a significant amount of time managing construction and development projects for clients from concept through delivery. Having PMR's project management staff engaged early in a proposed project will augment the opportunity for its success. PMR will serve as a valued advocate with technical knowledge who sits on your side of the table throughout the project to help you manage risk and costs and maximize your return on investment.



Risk assessment methodology

The purpose in conducting a project risk assessment is two-fold: (1) to assist the project team in critically identifying and addressing potential risk factors associated with a project, and (2) to enable decision making with an informed understanding of the potential risks. The risk assessment process is outlined below:



No matter how well a project is planned, there is always a risk that something may not go as planned. **We use proven compound risk mitigation tools to help identify potential risks and ways to mitigate them**, so their impacts are less severe or less likely to occur.

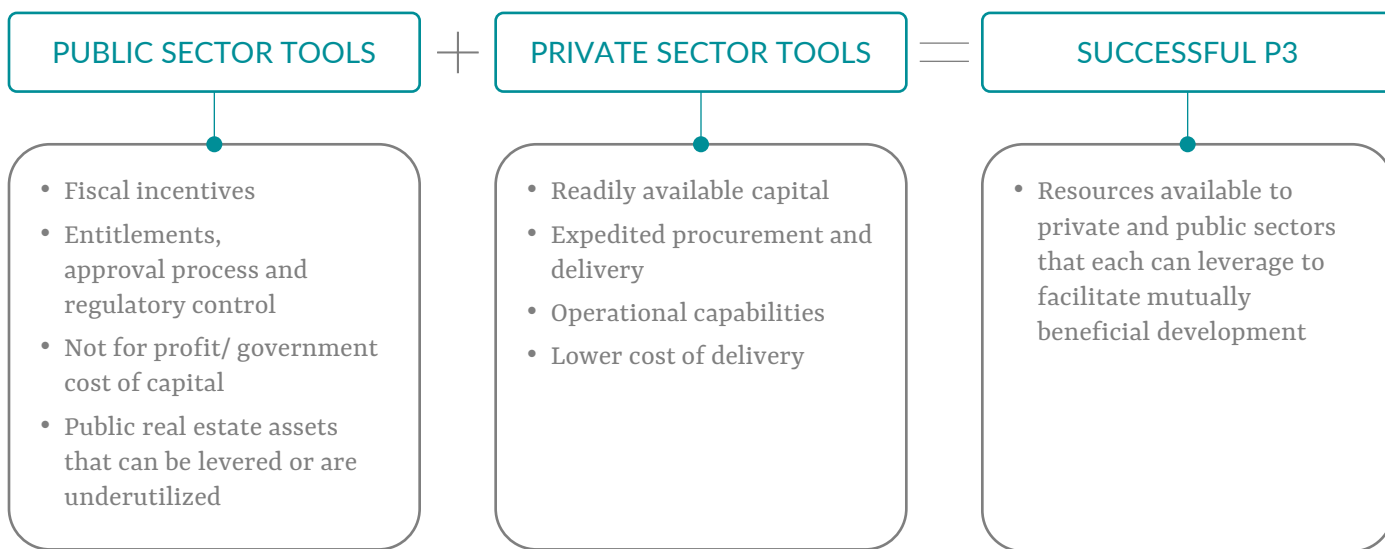
Entitlements and public communication services

Test
Feasibility



Our approach to entitlements and public communication

A public-private partnership ("P3") model for development works by bringing together the strengths of the public and private sectors to reach a common goal.



Successful public-private partnerships have several key points in common:

- ✓ The public entity has clearly identified and quantified the project's fiscal and community impacts, including opportunity costs, and has community and political support
- ✓ The public entity has assembled a team that can help the municipality make decisions regarding assessing feasibility, identifying financial options to securing an equitable agreement, managing predevelopment work, and overseeing design, construction, closeout, and occupancy
- ✓ The public-private partnership objective, a shared goal between the public and private entity, is well defined and agreed upon in the deal agreement

Coordination with municipalities & public entities

From a public perspective, there are unique considerations that should be analyzed in order to set a project up for success, including deal structure and revenue opportunities. Beyond the numbers, partnering with a private entity brings powerful advantages that drive public project success – risk transfer, access to capital, accelerated delivery, and proven development capabilities; factors that don't just add value, but transform outcomes. Our team can help municipalities think through all these considerations and help their goals and objectives be feasible based upon underlying factors.

Economic & Fiscal impact studies

Test
Feasibility



Measuring Impact

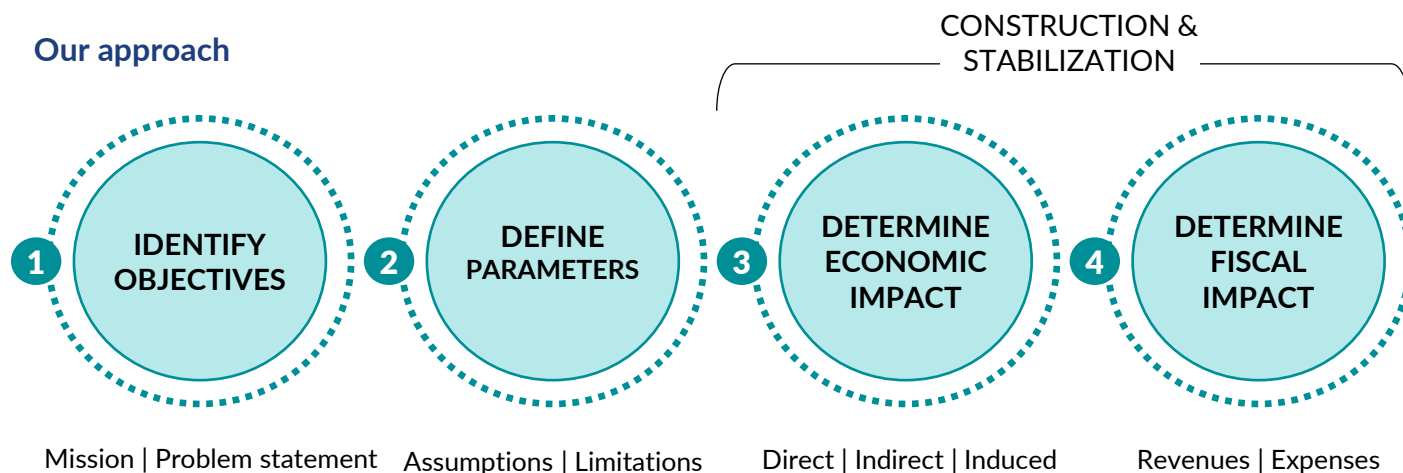
PMR has utilized impact studies to assist clients provide clarity with regard to potential community benefits and will help the City complete the partnership evaluation process defined in the scope. Economic impact studies examine the overall effects of a proposed real estate development or partnership on the economy and answer questions such as :

- Will our project drive the economic opportunity in the community?
- Does this project qualify for state and local incentives?
- What direct and indirect economic impacts will this project have?
- What are the local state and federal tax implications of this project?
- How will this project impact the local talent market?

Factors assessed

- | | | |
|----------------------------------|-------------------------------------|---|
| ✓ Business revenue/profits | ✓ Local, State & Federal Income Tax | ✓ Opportunity costs |
| ✓ Business-to-business purchases | ✓ Sales & use tax revenues | ✓ Spending on municipal government services |
| ✓ Consumer spending | ✓ Economic spending regionally | ✓ Tourism revenue |
| ✓ Corporation & property taxes | ✓ Job creation | ✓ Wages |

Our approach



Utilizing Unique Funding Sources

Test
Feasibility



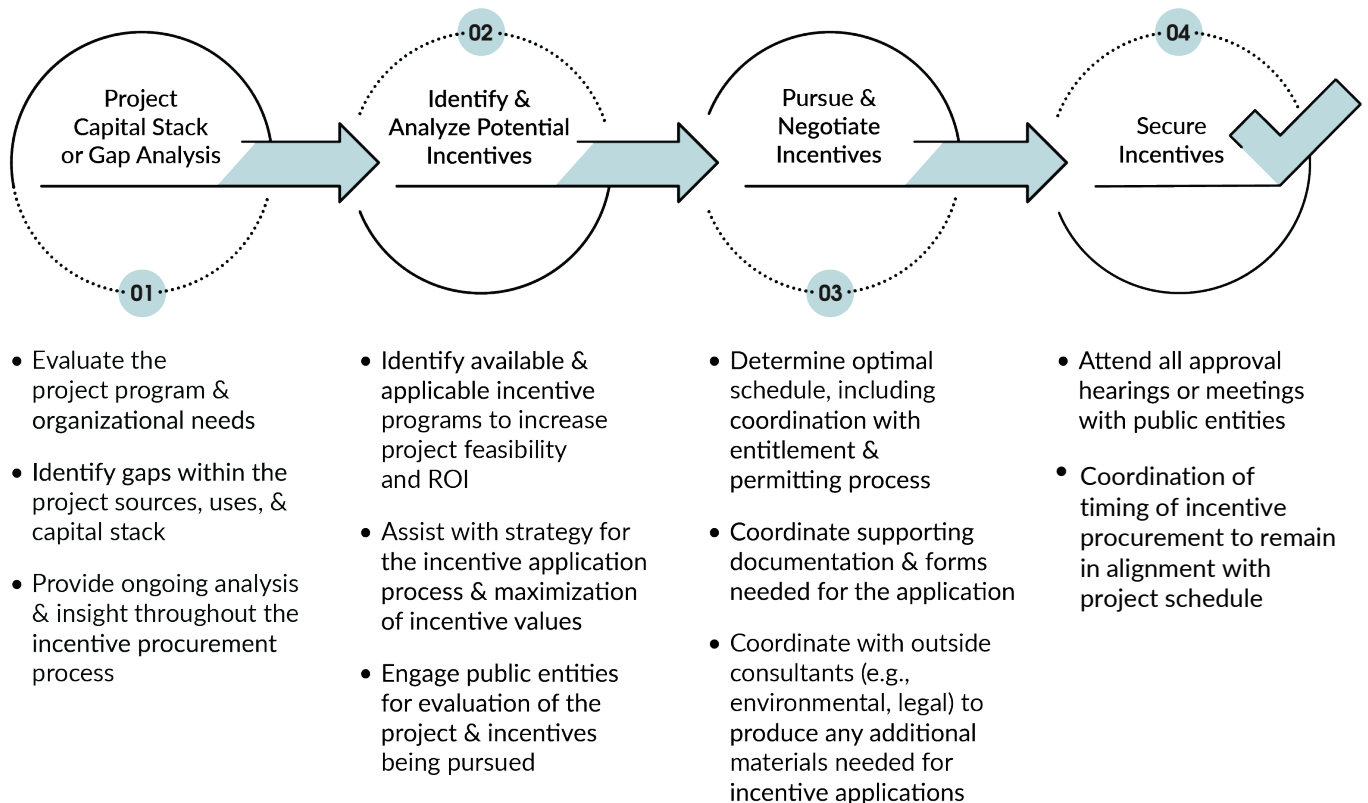
Local, state, and federal incentives are effective tools to maximize returns within real estate investment and development projects. Understanding the complex structure and application process required for each incentive program can be a major challenge because incentives require specialized attention, experience, and relationships for successful execution.

Our team offers the insight that the City may need to take advantage of the many available incentive programs, or to help evaluate the feasibility of incentives proposed through a partnership with a private developer. We can help the partnership maximize incentives to make projects feasible and achieve desired return-on-investment targets.

Incentive experience

- | | | |
|----------------------|--------------------------|---|
| ✓ Opportunity Zones | ✓ New Market Tax Credits | ✓ Property Tax Abatements |
| ✓ Job Growth Credits | ✓ Historic Tax Credits | ✓ Alternative Financing (e.g., PACE, CRP) |
| ✓ Grant Programs | ✓ Brownfield Programs | |

Our approach to incentives procurement

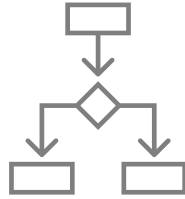


Partner Selection Process

Partner
Selection



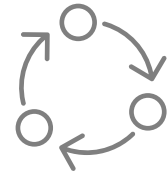
**Opportunity
Packaging
(RFI, RFQ, or RFP
process)**



**Criteria-based
partner evaluation
& synthesis of the
RFP responses
with reference to
the goals created
as part of the
vision / mission
strategy**



**Conduct &
coordinate
interviews with
short-list of
partners**



**Partner selection
& agreement
negotiation**

*PMR to engage in the
selection & analysis
process to aid in
decision-making.*

Subject to the City's direction PMR can assemble and release an RFI, RFQ, or RFP, conduct property tours with prospective partners, and answer questions to help each prospective partner gain an understanding of the site and the City's goals. PMR has significant experience developing and managing these processes in addition to a substantial network of developers, investors and other institutions that may provide competitive advantages.

During this period, PMR will analyze terms and offers from prospective partners. Our team will analyze these offers and the qualifications of the prospective partners who submitted them using the prioritized list of City objectives and partner evaluation criteria. PMR will deliver a criteria-based selection matrix that compares each offer received and each of the prospective partners.

During this period, PMR will work with ownership and the City to narrow the list of prospective partners and select a group of finalists (usually 2-3 groups). We will interview each of the finalists and potentially tour projects completed by these partners to better understand their work.

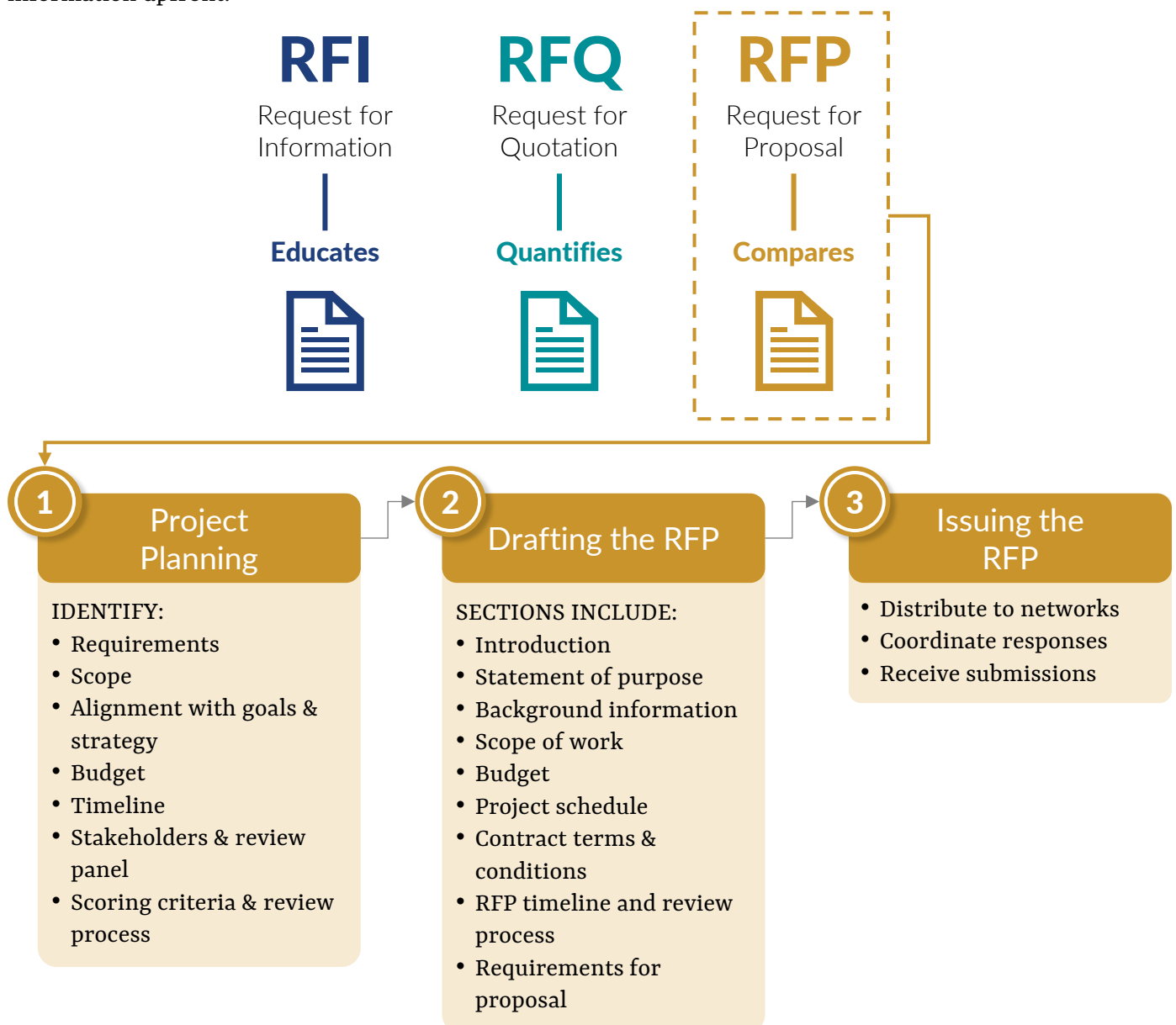
During this period, PMR will assist in final partner selection and aid in negotiations and agreement structuring, including terms from the letter of intent, and partnership agreement based on the final deal structure. PMR will collaborate with the City and relevant stakeholders throughout this process.

CITY + STAKEHOLDER CHECK POINTS



Our approach to the RFI, RFQ / RFP preparation process

During initial RFI, RFQ / RFP drafting, PMR will notify pre-qualified partners of the City's intent to request proposals to consider a public private partnership. PMR has significant experience managing these processes both on a local, regional and national scope and supportive proprietary systems and services to facilitate a robust response. We will emphasize that the offering is only being sent to the most qualified partners who demonstrate the ability and willingness to proceed quickly through the process. Subject to the nature and timing of this engagement, PMR may recommend issuing an RFI, RFQ or all-encompassing RFP to keep the process moving in a timely fashion and receive the maximum amount of information upfront.

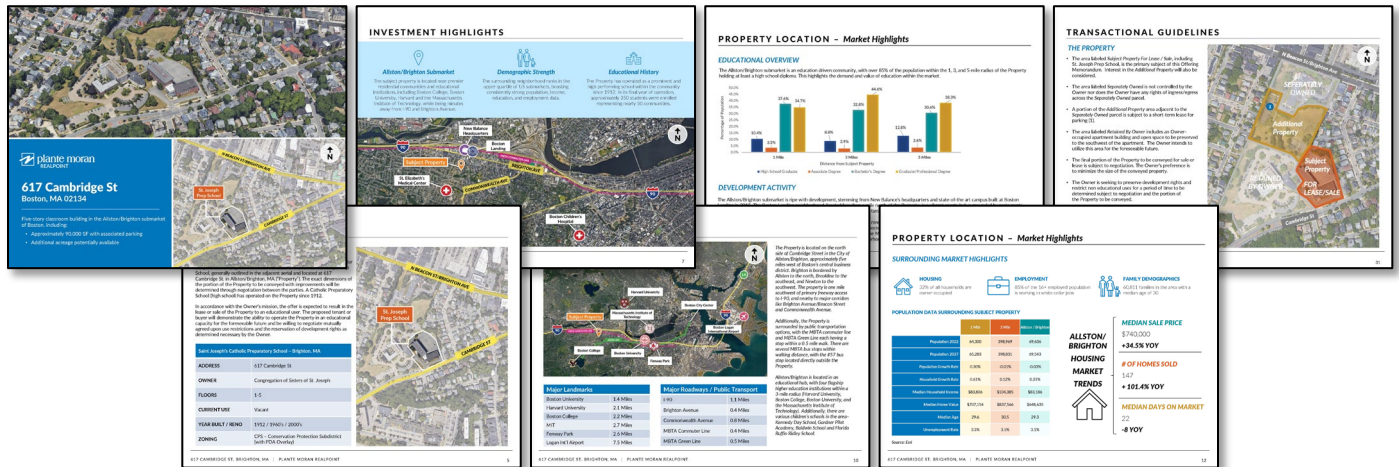


Partner
Selection



Investment-grade marketing examples

PMR creates custom investment-grade, best-in-class marketing (RFI, RFQ and RFP) documents to help interested parties understand the scale of both the proposed partnership and objectives of the City. PMR will provide the City with ample time to review materials and provide input prior to an offering being sent to potential parties for response.



Partner Structuring

Partner
Selection



The partner selection process will require that the City evaluate proposed structures for the partnership. PMR has experience educating clients and navigating the various options available to enter a partnership. The below begins to introduce the considerations and options related to these structures. PMR has experience in guiding clients in understanding the various risks and rewards associated with a broad array of proposed structures. PMR will work with the City as part of the partner evaluation development process to identify options and help frame considerations to facilitate partnership selection

		Capital Requirements						
		H I G H						L O W
		Self-Develop/Fee Develop	Joint Venture - As A General Partner	Public Private Partnership	Joint Venture - As A Limited Partner	Ground Lease		
Financial Considerations		Annual Profit/Loss + Equity	Participation of Profit/Loss + Equity + Sponsor Promote	Lever third party developer equity & public sources	Participation of Profit/Loss + Equity	Rental Income + Possible Participation of Profit/Loss + Equity		
Upfront Capital (Less Borrowings)		All	Proportionate to Ownership & JV Structure/Agreement	Limited Additional Capital to Current Investment in Real Estate	Proportionate to Ownership & JV Structure/Agreement	Limited Additional Capital to Current Investment in Real Estate		
Development Responsibility		In-House or Hired	Development Group	Developer	JV Partner + Development Group Oversight	Ground Lessee + Development Group Oversight		
Development Control		Complete	Complete – Fiduciary to Limited Partners	Through lease/developer agreement	Through JV Structure (i.e., Completion Deadline, Program, Design, Etc.)	Through Ground Lessor Structure (i.e., Completion Deadline, Program, Design, Etc.)		
Operating Responsibility		In-House or Hired	In-House or Hired	Varies, based on occupier preference	JV Partner	Ground Lessee		
Operating Control		Complete	Complete – Fiduciary to Limited Partners	Varies, based on occupier preference	Through JV Structure (Property Management, Tenant Exclusions, Etc.)	Through Ground Lessor Structure (Property Management, Tenant Exclusions, Etc.)		
Incentives / Public Finance		Strong Reputation + Relationships for Larger Programs. Aids in \$500M Necessary for TBP	Strong Reputation + Relationships for Larger Programs. Aids in \$500M Necessary for TBP	Separation from Development group May Aid In Securing Need Based Incentives (i.e., CRP)	Strong Reputation + Relationships for Larger Programs. Aids in \$500M Necessary for TBP	Separation from Development Group May Aid In Securing Need Based Incentives (i.e., CRP)		
Brand		TBD	Can Include or Exclude JV Partner	Can Co-Brand or Exclude Development Group	Can Include or Exclude Development Group	Can Co-Brand or Exclude Development Group		
		H I G H						L O W
		Control						



Architect/engineer, construction management, & vendor procurement

A selection process based on qualitative and quantitative data to provide the best value to the City. PMR has a detailed process for architect/engineer, contractor and other vendor selection and negotiation. Our approach utilizes a criteria-based selection process that is multi-step involving qualifications and fee proposals.

Negotiating contract terms

Your legal counsel will assist you with contract language but will not typically advise on business terms. PMR understands the market for the myriad services involved in a capital facilities program. We will bring this knowledge and experience of what is fair and reasonable, gained across dozens of negotiations, to your program. This single factor alone can save you hundreds of thousands of dollars in fees and risk exposure. Further, we can apply this rationality to your benefit directly through negotiations with preferred firms.

Identify experienced contractors – Other Owner Direct Vendors

Step One - Qualifications is a process to first determine vendors have the necessary firm and individual experiences suited for the particular project. We also review current workload, available resources, and financial strength of the firm. Data received is put into our evaluation format and the selection criteria rolls up into a summary spreadsheet for comparison.

A proprietary selection process with weighted selection criteria

Step Two – Firms that meet the qualifications are invited to submit their proposal on project specific requirements, costs, and fees. This process includes providing the project specific information and schedule, insurance requirements. Our process requires the proposer to provide detailed staffing, schedule, and cost worksheets as defined by your customized contract, general conditions and terms, and conditions necessary for each project or group of projects.

They are then required to complete our summary of hours by staff member worksheet, entering the estimated hours for each team member. The worksheet will summarize the total hours and costs.

Team selection

The next step is to complete the support worksheet that provides a category cost allocation for: equipment and material, labor, trade costs, bonds, and insurance. The Summary worksheet also includes cells for reimbursable costs and overhead and profit.

Partner Selection



Architect/engineer: A criteria-based selection process

Subject to applicable competitive bidding requirements, PMR solicits only prequalified architecture and engineering firms to bring experienced and appropriate firms to the Request for Proposal process. We create and issue the Architectural/Engineering Requests for Proposals tailored to each specific assignment. We also assist our clients with short-listing and scheduling interviews with selected firms and facilitate the negotiation of the Architectural/Engineering contract.

Deliverables:

- ✓ If applicable, prequalification of architectural and engineering firms
- ✓ Create architectural and engineering Request for Proposal
- ✓ Analyze architecture and engineering bids for client review
- ✓ Prepare short list and interview candidates
- ✓ Assist the client in selecting the appropriate architecture and engineering firms
- ✓ Assist in negotiating strong but fair contract terms

Contractor: A selection process based on qualitative & quantitative data

PMR can help you determine the best project delivery method for your project and then solicit qualified contractors to bring the most experienced and appropriate firms to the Request for Proposal process. We create and issue all construction Requests for Proposals tailored to each specific assignment. We also assist our clients with short-listing and scheduling interviews with selected firms and facilitate the negotiation of the construction contract.

Deliverables:

- ✓ Subject to applicable competitive bidding requirements, establishing qualifications for construction companies
- ✓ Create Request for Proposal for selected contracting method
- ✓ Analyze bids for client review
- ✓ Prepare short list and facilitate interview of candidates
- ✓ Assist the client in selecting the appropriate construction firm
- ✓ Negotiate strong but fair contract terms

Additional vendors

PMR can assist clients in selecting other appropriate vendors, such as:

- ✓ **Construction Testing**
- ✓ **Commissioning**
- ✓ **Furniture & Fixtures**
- ✓ **Security**
- ✓ **Technology**
- ✓ **Material Testing**



Strong contract language reduces risk and improves accountability



Separate, tailored contracts for architects & constructors

Our extensive experience in contract negotiations and custom-tailored AIA Documents provide provisions and conditions within the contract favorable to your organization, reducing your exposure to design and construction issues, and directing your financial resources towards more capital costs and less soft costs.

The contracts would also identify the proposed teams from each firm to assist you receive the services from top-level principals and associates specializing in municipal education projects.

Strong but fair contract language

Our project specific contract language and general conditions are also included for the firm's review and acceptance as a condition of the negotiating process. **Our amended provisions in the AIA standard form of agreements and general conditions is designed to transfer and mitigate owner risk by requiring much greater A/E & CM accountability.** Having the firms agree to the terms and conditions at this early step streamlines the negotiating process.

Implementation - Owner's representation

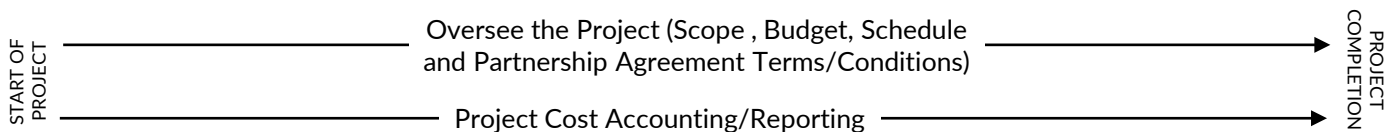
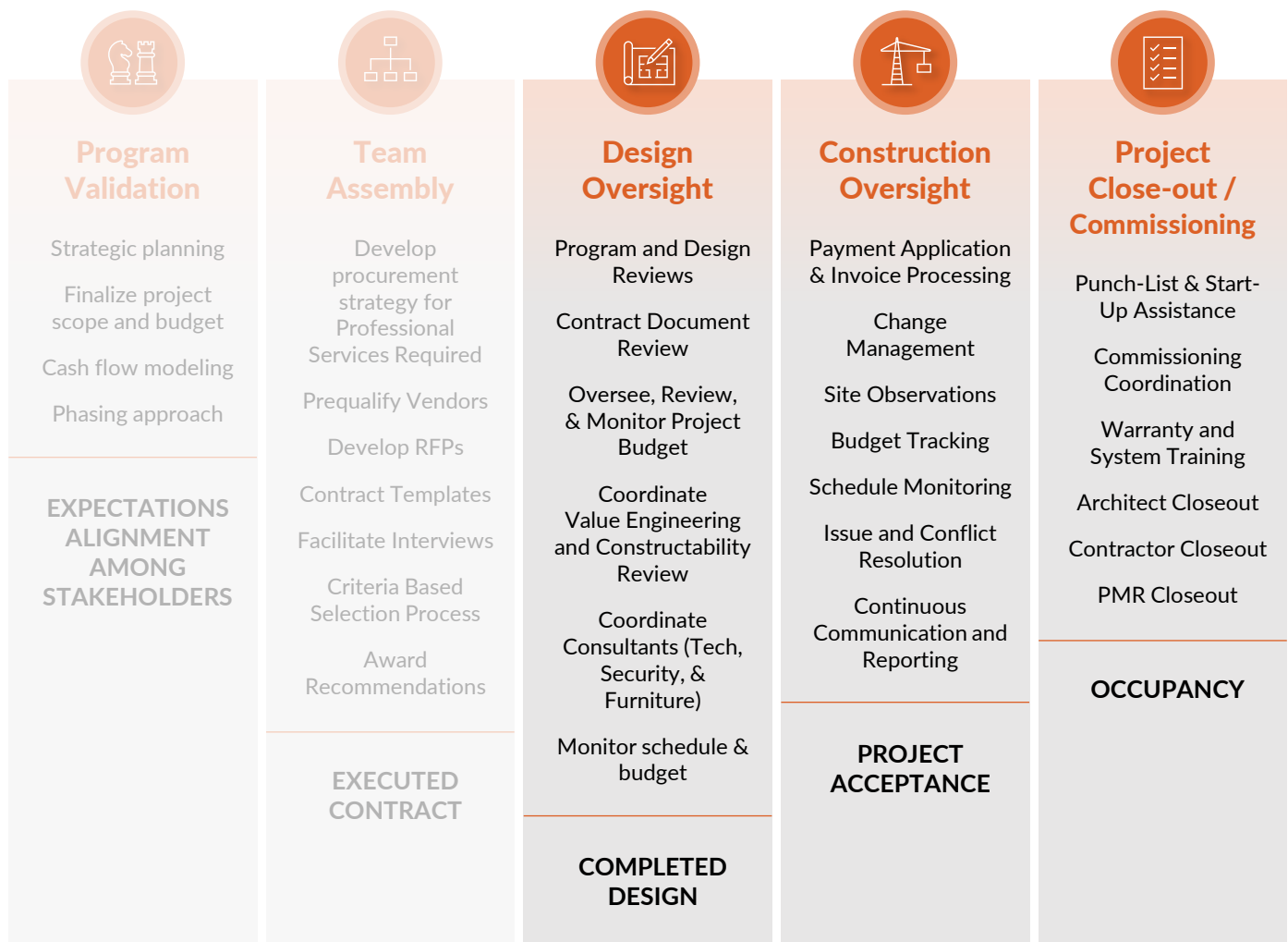
Implement



Concept through completion, we solely advocate for you

Pursuant to the City's enumerated objectives in the partner selection phase, items 4-6 suggest a need for owner's representation services. There are hundreds of strategies to consider and decisions to be made for a large capital project. Our role is to bring process and knowledge together in order to assist the City in navigating the project. Our professionals combine their multidisciplinary design, construction, and engineering backgrounds with decades of experience working on projects to confirm the project plan is properly implemented.

Throughout the project, we sit on your side of the table and advocate for you. Subject to the City's needs, the below might be applicable to facilitate and meet the City's objectives.





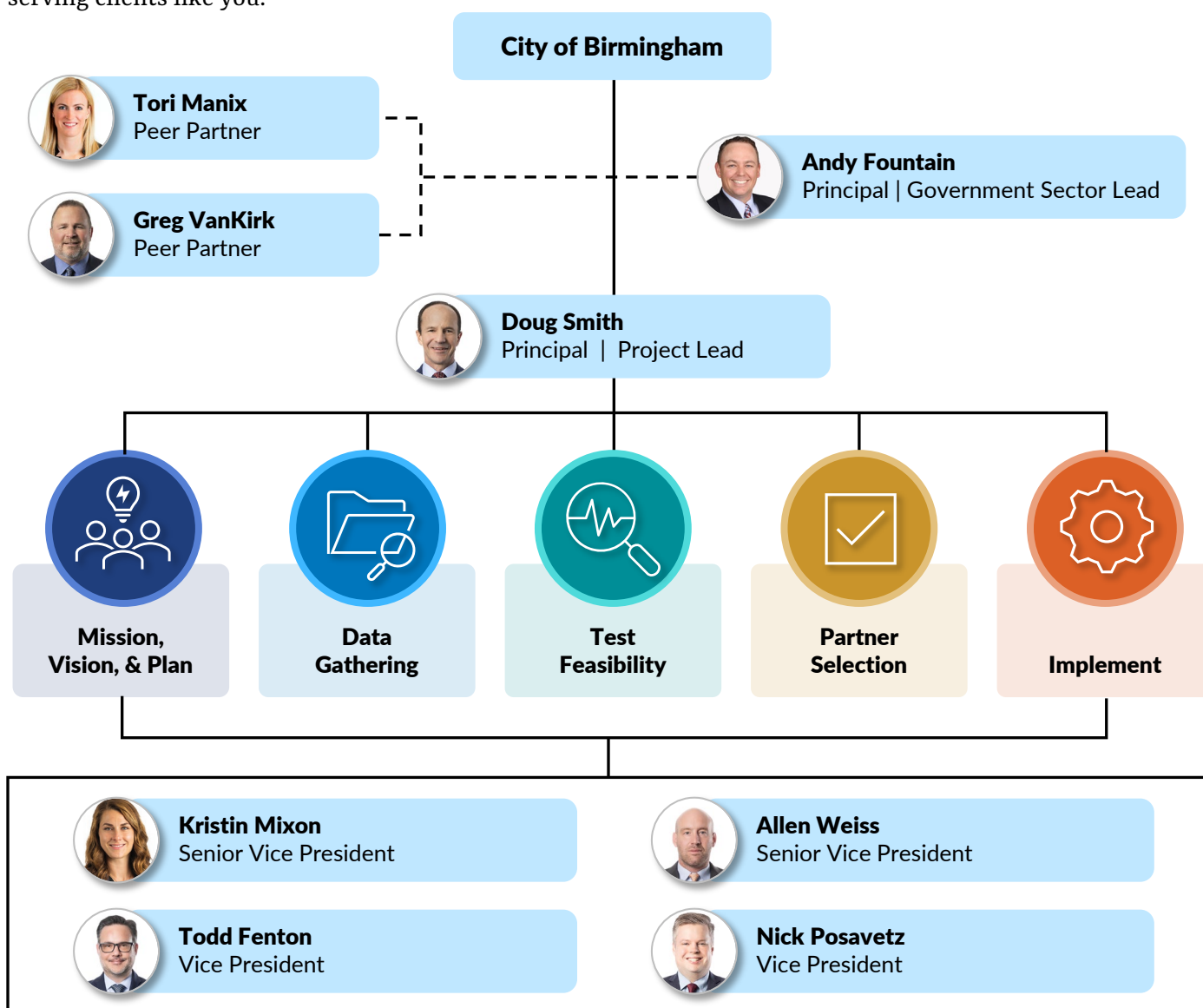
SECTION 4

Your Team

Your team

Organization chart

Plante Moran's greatest asset is our people — not just their knowledge, but also their integrity and their commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is straightforward: we find the best people with the most relevant experience and balance the team with diverse perspectives that complement one another. We have structured our team to deliver the specialized knowledge and personal fit you deserve. Each person serves a necessary role in the engagement and is experienced in serving clients like you.



Additional staff can be utilized as needed.

One-Firm Ecosystem

Integrated Leadership with Subject Matter Experience

By leveraging our deep bench of experience, ranging from facilitating communication across consensus driven organizations, analyzing market potential, underwriting financial feasibility and overseeing development processes, we will provide the City with institutional-quality insights and execution, while maintaining **a streamlined approach that maximizes value and minimizes overhead**. This structure allows us **to respond quickly to evolving needs, maintain continuity**, and help with recommendations that are grounded in the City's mission and strategic priorities.

★ INITIATIVE LEAD	Team Member	 Mission, Vision, & Plan	 Data Gathering	 Test Feasibility	 Partner Selection	 Implement
	 Tori Manix	✓		★	✓	
	 Greg VanKirk			✓	✓	✓
	 Andy Fountain	✓	✓	✓	✓	★
	 Doug Smith	✓	★	✓	★	✓
	 Todd Fenton	✓			✓	✓
	 Allen Weiss		✓	✓	✓	
	 Nick Posavetz		✓	✓		
	 Kristin Mixon	★	✓	✓	✓	✓

Your team



Tori Manix

PARTNER

victoria.manix@plantemoran.com | (248) 603-5373

“By understanding each client’s unique needs and objectives, we are able to deliver a broad scope of services and extensive market knowledge to give them the competitive advantage they need to succeed.”

As the real estate consulting service line leader, Tori specializes in development strategy and real estate consulting throughout all stages of a project’s life cycle.

Tori’s experience includes real estate financial feasibility and underwriting, debt procurement, build-to-suits, and the formulation of development and investment strategies for a comprehensive range of ground-up and redevelopment projects. Tori was a key part of the development advisory team overseeing projects for The District Detroit, a progressive development revitalizing downtown Detroit with 50 blocks of mixed-use development centered around the new Little Caesars Arena. Additionally, Tori has assisted in the management of more than \$500 million in assets for high-net-worth and institutional investors, as well as helped clients close over \$750 million in debt financing.

Tori is a licensed salesperson in the state of Michigan. She has a Master of Real Estate from Georgetown University and a Bachelor of Science in economics from the University of Pennsylvania’s Wharton School of Business. As an undergraduate, she was a senior captain of the Women’s Varsity Volleyball Team, winning two Ivy League championships in her four years of membership. In January 2023, Tori attended Harvard Business School’s Leading Professional Services Firms Executive Education Program.

Tori served on the board of CREW Detroit from 2019 to 2021 and is a member of the Urban Land Institute (ULI), where she is a graduate of the 2015–2016 Larson Leadership Program. In 2018, she was honored in Crain’s list of Twenty in Their 20s, a prestigious group of young professionals who are making a difference in the Detroit area.



"Our clients sleep well at night knowing our team of experts is advocating on their behalf. Our expertise, teamwork, and independent approach will bring a significant return on your investment with us."

Gregory P. VanKirk, CPA

PARTNER

greg.vankirk@plantemoran.com | (248) 223-3395

Greg leads Plante Moran Realpoint's corporate real estate and public sector program management practices. His expertise centers on providing strategic planning, process improvement, transaction management, and project management services to a wide range of clients, and he specializes in managing build-to-suit transactions. Greg's vision and leadership have resulted in the management of millions of square feet of real estate assignments.

Greg's broad professional background, including accounting, tax, finance, and consulting, provides his clients with highly technical expertise concerning strategic real estate opportunities. Current assignments include the development and implementation of programs that range in scope of \$10 million to \$500 million. As a result, Greg is extremely effective in analyzing project feasibility and delivering a comprehensive plan that takes a project from conception to completion.

Greg began his professional career in the accounting field with Plante Moran in 1992. His client responsibilities included managing audit and tax engagements for manufacturing companies, municipal and not-for-profit organizations.

Greg received his Bachelor of Arts degree in Accounting from Michigan State University. He is a certified public accountant and holds a Michigan Real Estate Broker's



Andy Fountain

PRINCIPAL

andy.fountain@plantemoran.com | (248) 603-5088

"Our proven process starts with comprehensive planning and ends with a successful project and a satisfied client."

With more than 20 years of experience in the construction and real estate market, Andy has the technical skills necessary to lead large capital programs to a successful close-out. He is known for his firm and fair approach to problem-solving, through which he strives to seek the best possible resolution for his clients.

As a principal with Plante Moran Realpoint (PMR), Andy has worked on a variety of multimillion-dollar capital improvement programs. His role as owner's representative is to guide clients through the process as they plan and execute their projects, helping them realize cost savings while meeting the needs of their organization.

Prior to joining PMR, Andy worked primarily in the K-12 and private sectors as both a construction manager and owner's representative. In these roles, Andy provided process refinement, budget development, evaluation and assessment, and project management services.

Andy has a B.A. in business management from Western Michigan University.



Doug Smith

PRINCIPAL

doug.smith@plantemoran.com | (248) 603-5356

“Our firm’s nontraditional structure combined with the breadth of the team’s experience helps with well-conceived, strategic, and client-focused solutions.”

Doug, principal, brings more than 30 years of real estate development, finance, and management experience to Plante Moran Realpoint (PMR). Our clients gain measurable value from Doug’s knowledge of the real estate industry. Having worked for and represented private development interests as well as the public sector and community stakeholders, Doug is well-suited to represent a broad array of clients with diverse real estate objectives.

Prior to joining PMR, Doug worked for a firm that delivered real estate consulting, development management, and asset management services to public institutions, corporations, and private sector clients with a focus on public-private partnerships (P3s) and economic development. As a vice president, Doug helped clients manage and reposition their existing real estate assets, including raw land, schools, single-purpose, multifamily, office, hospitality, and mixed-use developments.

He also led engagements on behalf of public sector clients seeking development experience in the planning and implementation of master plans, from feasibility analysis through capital procurement, for unique economic development projects in urban locations.

Doug began his real estate career in the banking industry as an underwriter and real estate loan officer, and subsequently worked ten years for a private real estate development firm. As part of the firm’s development team, Doug first led preconstruction from acquisition and feasibility analysis through procurement of entitlements. Ultimately, Doug played a critical role in strategic planning and oversaw land development on behalf of the firm.

Doug graduated from the University of Michigan with a bachelor’s degree in both economics and English. He has his Michigan builder’s license and is a licensed real estate broker.



Todd Fenton, CEcD, EDFP

VICE PRESIDENT

todd.fenton@plantemoran.com | (248) 223-3521

"I have witnessed firsthand, as a client, the impact that Plante Moran Realpoint's team of experienced professionals and consultants can bring to complex real estate projects from conception through completion. It is a tremendous privilege to be able to bring my years of public sector experience to Realpoint to help municipalities across the country achieve their development goals and make a transformational impact in their communities."

As a vice president at Plante Moran Realpoint (PMR), Todd brings nearly 20 years of economic development and municipal experience to the public sector team. Todd utilizes his breadth of knowledge, insight, and understanding of economic and municipal development processes to assist clients in navigating development programs at the local level.

Todd joins PMR from the City of Royal Oak, Mich., where he served in various roles, including economic development manager, deputy city manager, and most recently, interim city manager. In his time with the City of Royal Oak, Todd oversaw \$100 million of transformational projects in Royal Oak's municipal campus, which entailed the construction of a new city hall, police station, parking structure, central park, and a 140,000-square-foot office building. This project was awarded an Impact Award from CREW Detroit. Prior to his time at the City of Royal Oak, Todd spent seven years with Wayne County in multiple economic development roles, including executive project manager for the Wayne County Land Bank and senior development officer for the Wayne County Economic Development Growth Engine.

Todd graduated from the University of Michigan with a bachelor's degree in English and Film & Video Studies. He received his juris doctorate cum laude from the University of Detroit Mercy School of Law. He is an active member of the State Bar of Michigan, a certified economic developer (CEcD) by the International Economic Development Council, and a certified economic development finance professional from Grow America.



"In every client interaction, my goal is clear: to understand the challenge presented and offer insightful guidance and innovative solutions for their unique real estate opportunity."

Allen Weiss

SENIOR VICE PRESIDENT

allen.weiss@plantemoran.com | (716) 725-5951

A senior vice president at Plante Moran Realpoint (PMR), formerly Plante Moran Cresa, Allen is a valued member of PMR's consulting team.

Allen brings over 15 years of real estate industry experience to PMR, including roles in consulting, development, capital markets, and asset management. A true real estate generalist, Allen has worked across various asset classes and types throughout his career. However, his expertise shines in the multifamily, commercial office, and retail sectors, especially in new developments and the restoration of historic properties. One of Allen's greatest career achievements was his work on the revitalization of the historic Fisher Building in Detroit, Mich., which led to a successful equity and debt recapitalization.

At PMR, Allen leverages his extensive experience to offer clients unique insights, enabling them to seize opportunities and foresee potential challenges. Clients value Allen's ability to provide the crucial information they need to make well-informed decisions.

Allen joined PMR from Real Estate Service Solutions Company in Southfield, Mich., where he served as chief investment officer and director of investor relations. In his role, Allen overhauled asset management processes, developed marketing materials and a private placement memorandum for a \$100 million equity fund, and maintained a large network of potential investors ranging from high-net-worth individuals to large public pensions and university endowments.

Prior to that, Allen served as the director of capital markets and performance at The Platform in Detroit, Mich., where he sourced, negotiated, and closed more than \$350 million of commercial mortgage debt across various asset classes. He also closed one of the first opportunity zone transactions in Michigan, sourcing low-cost equity, debt, and incentive financing for an 80,000-square-foot commercial office rehabilitation in Detroit.

Allen received his undergraduate degree and a Master of Business Administration from the University of Michigan. He holds a Real Estate Individual Broker license in the state of Michigan and is a member of the Michigan Association of Public Employee Retirement Systems (MAPERS).



Kristin Mixon

SENIOR VICE PRESIDENT

kristin.mixon@plantemoran.com | (248) 223-3815

“One of my favorite sayings is, ‘We’re in the business of people.’ I’ve found that, if you put people first, your project and your team will be successful.”

As a senior vice president with Plante Moran Realpoint (PMR), Kristin assists clients with planning and implementing programs and development projects. Kristin works with clients to develop a vision and objectives, organize stakeholders, and establish systems and processing to keep their project on track throughout the project lifecycle or development process. Kristin’s main clients include the Michigan Economic Development Corporation, Southwest Michigan First, Gun Lake Tribe and Flint Genesee Economic Alliance. Additionally, Kristin served as the program manager for the School Finance Research Foundation Statewide Infrastructure Study and Energy Efficiency Audit, which involved assessing the infrastructure needs and energy savings opportunities of all public schools across the 550+ districts within the State of Michigan.

Prior to joining PMR, Kristin served in the U.S. Army for eight years as a helicopter pilot and officer. After her Army career, Kristin earned her Master of Business Administration degree and Real Estate Development Certificate from the Ross School of Business at the University of Michigan, during which time she was selected as a Goldie Scholar by the Goldie B. Wolfe Miller Women Leaders in Real Estate Initiative, a program that supports women working in commercial real estate.

While completing her degree, Kristin gained experience in conducting feasibility studies and gap analyses for economic development in Detroit through internships with Bedrock Detroit and The Related Companies, LLC. She is currently a member of CREW Detroit, where she serves on the Leadership & Development Committee.

Before graduate school, Kristin earned her Bachelor of Science in psychology from the United States Military Academy in West Point, N.Y., where she was also an NCAA Division 1 Athlete.



Nick Posavetz

VICE PRESIDENT

nick.posavetz@plantemoran.com | (248) 603-5104

"I'm excited for the opportunity to facilitate our clients' visions into a reality and positively impact the communities we serve along the way."

As a vice president with Plante Moran Realpoint (PMR), Nick brings over 15 years of commercial real estate experience to the firm, having served both public and private sector clients in multiple roles throughout his career. Nick's strategic outlook, backed by best-in-class data and his client-focused approach, adds value to every client engagement. Clients appreciate Nick's determination to advocate passionately on their behalf and offer strategic solutions to get a project done.

Before joining the firm, Nick led the economic development and market research teams at Bedrock, the largest full-service commercial real estate firm in Detroit. Known as the premiere class A office space provider, Nick is proud to have created the vision for Bedrock's \$38.5 million expansion acquisition and the development of the company's Fort Street Industrial Campus, resulting in over 1,000 jobs in the community. Prior to Bedrock, Nick served in the public sector for nearly a decade as an economic development specialist for both Macomb and Wayne Counties, where he provided business retention and expansion services to companies through all stages of development. His work concentrated on high-growth industries such as aerospace, alternative energy, advanced manufacturing, defense and cybersecurity and resulted in hundreds of millions of dollars in private investment. Nick's also served as the press aide for a successful gubernatorial campaign and taught undergraduate classes in geology at the University of Michigan.

Nick attended the University of Michigan, receiving a Bachelor of Science degree in mathematics and economics, a minor in earth sciences, and a master's degree in urban planning. He is an elected board member of the Michigan Economic Developers Association (MEDA) and has moderated conference panel discussions on current topics in economic development.



SECTION 5

Cost Proposal

**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	\$ TBD*
Hourly Fee - Referred Client Evaluation Report	\$ TBD*
Administrative Fees (Detail all fees in sum)	\$ TBD*
	\$
	\$
TOTAL BID AMOUNT	\$ TBD*
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$ TBD*

**See following Page*

Firm Name Plante Moran Realpoint, LLC

Authorized signature 

Printed Name Greg VanKirk, Partner

Date 11/20/2025

Cost Proposal

PMR has successfully worked together with its public sector clients to arrive at mutually agreeable contract scope and terms. PMR conditions its proposal upon working with the City of Birmingham to understand their needs further and arrive at a mutually agreeable contract form and refined scope of services consistent with industry norms and insurability under industry standard insurance policies.

PMR's proposed fee approach/structure is subject to the finalization of a mutually agreed upon project scope of work, budget, and schedule as well as a mutually agreed upon agreement form. We look forward to the opportunity to discuss this project in detail with you.

Fee Structure and Details



In consideration of City of Birmingham's Requests for Proposals for Owner's Representative to Explore Public-Private Partnership Opportunities Services, PMR proposes utilizing discounted hourly rates per the State of Michigan MiDeal contract for the purposes of this engagement. The discounted MiDeal hourly rates with anticipated hours per each PMR team member are listed below.

Position	Hourly Rate (Not to Exceed)
Partner	\$385-\$420
Principal	\$330-\$385
Senior Vice President	\$310-\$350
Vice President	\$255-\$320
Senior Consultant	\$200-\$240
Consultant/Administrative Assistant	\$135-\$190



SECTION 6

Forms

ATTACHMENT B Scope of Services

A. Project Management and Reporting

The selected Contractor will provide factual ongoing communication between the City and any prospective private entity interested in a public/private partnership with the City. The Contractor 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 Contractor will be responsible for the following professional owner's representative services to assist and advise the City in its exploration of public/private partnership opportunities~~project management services, including, but not limited to the following:~~

1. Assisting and advising the City in ~~the~~ 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 project analysis report on every assigned private/public partnership referrals 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 Contractor;
 - d. Number of hours worked on project;
 - e. Recommendation of whether or not to proceed with a formal evaluation report for project consideration by the City Commission.
3. The preparation of a formal evaluation report, if asked for by the City Commission, based upon the initial analysis report approval:
 - a. Summary of project;
 - b. Advantages/disadvantages of project that should be considered by the City Commission;
 - c. Number of hours worked on the project;
 - d. Recommendation to the City Commission on whether or not to move forward on the project under consideration.
4. The Contractor shall:
 - a. Assist and advise the ~~Act as a representative of the~~ City of Birmingham in ~~all~~ proceedings and negotiate negotiations with potential private entities 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.
 - d. Be bound by the City's Code of Ethics when acting as the City's Contractor, including the provision that the Contractor not receive any form of compensation

from any potential private entity wishing to engage the City in a private/public partnership.

- e. Only engage with private entities referred to the Contractor by the City.

B. Public/Private Project Evaluation

The Contractor will prepare an evaluation report for each prospective private entity assigned by the City wishing to engage in a private/public partnership. Evaluation criteria shall consist of the following and any other information deemed important by the Contractor 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? How are the financial outcomes going to be measured or quantified?
 - 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 for the public to review and provide accountability? Will there be any provisions for transparency?
 - b. Performance Oversight - Are there strong monitoring mechanisms and performance metrics with penalties for noncompliance?
 - c. Public Input - Has the community had the opportunity to voice their opinion on any proposal or contract and will there be any mechanisms for ongoing stakeholder engagement (ie. Public hearings? Public meetings? Public noticing?)
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)?

BC. Private Partner Selection

The Contractor 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. Respond to and coordinate meetings and negotiations with private entities referred to the Contractor by the City;
- 2. Opportunity Packaging - Coordinate and facilitate assisting the City to frame projects in ways that are attractive to private entities/operators;
- 3. 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;
- 4. Capacity Building and Transparency
 - a. Provide analysis/evaluation reports to the City on progress of any referred project in a timely fashion;
 - b. Maintain transparency in all communications with private parties;
 - c. Build internal City capacity by sharing knowledge, templates and/or best practices;
- 5. Assist the City in planning and coordinating the purchase of building materials and other
- 6. necessary product purchases consistent with the City's competitive purchasing policy;
- 7. Assist the City in coordinating and scheduling subcontractors, utilities and other parties as needed to ensure timely completion of Project.

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

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

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

Greg VanKirk	11/20/2025
PREPARED BY (Print Name)	DATE
Partner	11/20/2025
TITLE 	DATE
AUTHORIZED SIGNATURE	E-MAIL ADDRESS Greg.VanKirk@plantemoran.com
Plante Moran Realpoint, LLC	
COMPANY	
3000 Town Center, Suite 100, Southfield MI 48075	(248) 223-3395
ADDRESS	PHONE
N/A – see below.	
NAME OF PARENT COMPANY	PHONE
ADDRESS	

PLANTE MORAN REALPOINT, LLC is owned 50% by P&M HOLDING GROUP, LLP and 50% by REALPOINT MEMBER, LLC. PMR is managed by an executive board consisting of 2 directors from REALPOINT MEMBER, LLC and 2 directors from P&M HOLDING GROUP, LLP. The chairman of the executive committee and president of PMR is a member of REALPOINT MEMBER, LLC.

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.

Greg VanKirk	11/20/2025
PREPARED BY (Print Name)	DATE
Partner	11/20/2025
TITLE	DATE
	Greg.VanKirk@plantemoran.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Plante Moran Realpoint, LLC	
COMPANY	
3000 Town Center, Suite 100, Southfield MI 48075	(248) 223-3395
ADDRESS	PHONE
N/A – see below.	
NAME OF PARENT COMPANY	PHONE
ADDRESS	
38-3217279	
TAXPAYER I.D.#	

PLANTE MORAN REALPOINT, LLC is owned 50% by P&M HOLDING GROUP, LLP and 50% by REALPOINT MEMBER, LLC. PMR is managed by an executive board consisting of 2 directors from REALPOINT MEMBER, LLC and 2 directors from P&M HOLDING GROUP, LLP. The chairman of the executive committee and president of PMR is a member of REALPOINT MEMBER, LLC.

**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: City of Royal Oak Contact Person: Mayor Michael Fournier
Phone #: (248) 246-3463 E-mail address: ccfournier@romi.gov
Approximate Combined Portfolio Value: \$100 million

Name: City of Warren Contact Person: Tom Bommarito,
Executive Director of Warren DDA
Phone #: (586) 419-0330 E-mail address: tbommarito@cityofwarren.org
Approximate Combined Portfolio Value: In progress

Name: City of Kalamazoo Contact Person: Sharilyn Parsons, Community Development Mgr
Phone #: (269) 337-8664 E-mail address: parsonss@kalamazoocity.org
Approximate Combined Portfolio Value: \$80 million to date



plante moran
REALPOINT



pmrealpoint.com

3000 Town Center, Suite 100
Southfield, MI 48075

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

THIS AGREEMENT is entered into this 12th day of January, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **PLANTE MORAN REALPOINT, LLC**, whose address is 3000 Town Center, Suite 100, Southfield, MI 48075, (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 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 representations made in Contractor's proposal in response to the City's Request for Proposal for a **PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES** posted October 8, 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"). It is further mutually agreed that Contractor will, Subject to the Contractor's conflict check, provide its Services as outlined in Attachment B as directed by the City. In the event the Contractor identifies a conflict of interest:

- a. The Contractor will notify the City;
- b. The City may withdraw its direction to provide Services; and
- c. The Contractor may decline to provide the Services.

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 Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all work completed by the Contractor through such date.

3. COMPENSATION & TERMS OF PAYMENT: For its Services, as defined in Attachment B, the City will compensate the Contractor on an hourly basis as set forth in the Contractor's response attached hereto as Attachment A. Subject to the mutual agreement of the parties, Contractor's compensation will be adjusted in accordance with the Contractor's response should the scope or schedule of the Project materially change. The Contractor 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: Contractor 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.

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

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

8. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be 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: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

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 Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$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, 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 Contractor 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: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable.

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

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:
Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, Michigan 48075

With Copy To:
Brian Smith
Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, Michigan 48075

The City designates Jana L. Ecker, City Manager, as its designated representative to provide direction to the Contractor regarding the Project and Contractor's Services. The City represents that its Designated Representative has the necessary skill, knowledge, experience, and authority to act on City's behalf to be the contact person for purposes of the communications between the City and Contractor and to provide direction to Contractor regarding the Project and Contractor's Services.

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

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

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

herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated November 21, 2025 to the City's Request for Proposals dated October 8, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's November 25, 2025 response, the terms of this Agreement shall prevail. Notwithstanding anything in this Section 20, the scope of the Contractor's Services contained in Attachment B to this Agreement is the scope of Contractor's Services agreed to by the parties and supersedes any scope contained in the Request for Proposal.

21. WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall the City or the Contractor be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise.

22. CITY REQUIREMENTS: The City will identify in writing to the Contractor all funding sources and any funding related requirements that may impact the administration of the Project. The City will provide, or cause to be provided, full information necessary for Contractor's

Services and Contractor will be entitled to reasonably rely on information provided by the City or on the City's behalf. The City shall provide information, review documents provided by the Contractor, and render decisions relating to Contractor's Services on a timely basis so as not to delay the performance of the Project. The City shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys and risk management consultants, as reasonably required for the performance of Contractor's Services.

23. LIMITATIONS OF CONTRACTORS SERVICES: The apply to any Services provided by the Contractor under this Agreement:

- a. Contractor's Services are inherently advisory in nature. Contractor has no responsibility for, nor do its Services include, any management decisions or management functions of City in connection with this engagement to provide the Services outlined herein. Contractor and City acknowledge that Contractor shall have no authority, express or implied, to enter into written or oral agreements on behalf of City, to take any other actions with respect to City's projects, transactions, or other business affairs of City, or to commit or otherwise obligate City in any manner whatsoever. Further, City acknowledges that City is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of Contractor's Services and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by Contractor in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement.
- b. Contractor shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.
- c. Contractor does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by the Contractor for use in connection with its Services. Analysis prepared by Contractor represents Contractor's professional judgment as a consultant. It is recognized, however, that neither Contractor nor City has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Contractor cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by City, or from any Analysis prepared by Contractor.
- d. Contractor shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to City. Contractor is not responsible for the performance of any party not employed directly by Contractor, and Contractor is not responsible for the performance of consultants engaged by Contractor in connection with Contractor's Services under this Agreement.
- e. Contractor's Services do not include professional architectural or engineering services. Contractor shall not be responsible for the design of any project, for any errors,

omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of City or City's landlord or subtenants, or with applicable codes or legal requirements. It shall be the responsibility of City's architects and engineers, not Contractor, to identify building code and other legal requirements pertaining to the design of a project for City. Contractor's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.

- f. Any acts of Contractor in providing consultation, advice and/or recommendations to City regarding the performance or default of City's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the assumption by Contractor of management or control of architect, contractor(s), vendors or consultants or of City's project.
- g. Contractor is not an attorney at law, and the Services provided by Contractor exclude professional legal services. If the scope of the contractor's services includes assistance with the negotiations of agreements on behalf of the City, such agreements shall be subject to City's approval. City shall provide for the review of such agreements by City's attorneys and insurance consultants as deemed appropriate by City.
- h. Contractor shall not be considered in breach of this Agreement, nor be liable, for any delay of failures in performance resulting from circumstances beyond its reasonable control, including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemics, pandemic, quarantine, natural catastrophe or weather, or government acts or omission. Notwithstanding the forgoing, Contractor and City shall make a good faith effort to mitigate any impacts of such circumstances to Contractor's Services.
- i. Contactor's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCB's), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating , relating to, or imposing liability or standards concerning any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that Contactor is not, and shall not be considered or required to be, an "owner," "arranger," "operator," or "transporter" of any Constituents of Concern.

24. FAIR PROCURMENT 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 determined to be in the best interest of the City of Birmingham.

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

Contractor:

By: V. Moran
Its: Partner

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 7th day of January, 2026, before me personally appeared Victoria Manix, who acknowledged that with authority on behalf of Plank Moran Realpoint to do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 07-26-2029



CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:



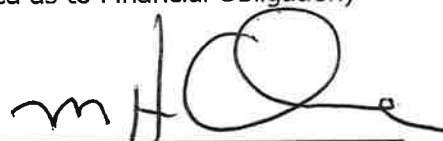
Jana L. Ecker, City Manager
(Approved as to substance)



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



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



Mark Clemence, Assistant City
Manager (Approved as to
substance)



MEMORANDUM

Planning Department

DATE: January 12, 2026
TO: Jana Ecker, City Manager
FROM: Nick Dupuis, Planning Director
SUBJECT: Historic Preservation Master Plan

INTRODUCTION:

Birmingham has long acknowledged the importance and utility of historic preservation. The dedication to historic preservation and the benefits thereof are codified in [Chapter 127](#) of the Birmingham Code of Ordinances, which declares historic preservation to be a public purpose and was designed to:

1. Safeguard the heritage of the city by preserving districts that reflect elements of its history, architecture, archaeology, engineering, or culture.
2. Stabilize and improve property values in each district and surrounding areas.
3. Foster civic beauty.
4. Strengthen the local economy.
5. Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the city and of the state.

With all of the above considered, the current approach to historic preservation in the City has predominantly been a reactive one. That is, the City has mostly managed its existing stock of historic resources through design review and other requests for alterations, and have fielded but a handful of designation requests that have come from homeowners in the last 20 or so years. There have, though, been some admiral efforts to develop more proactive approaches by City Staff, volunteers on the [Historic District Commission](#) and [Historic District Study Committee](#), the [Birmingham Museum](#), and several interested residents. These efforts produced programs like the Heritage Home Program, various educational campaigns, documents such as "Wallace Frost: His Architecture in Birmingham", and other endeavors. Unfortunately, many of these efforts have been relatively short-lived. This is with the exception of the high-quality and robust programs and exhibits produced by the Birmingham Museum, which has remained a stalwart conservator of Birmingham's heritage and the history of its people and places.

As a part of the City of Birmingham's Historic District Commission's (HDC) larger preservation goals, the HDC and City staff have determined that there is a need for an organized, holistic, and long-range approach that has been lacking in the City up to this point. To that end, the Planning Department and HDC have developed the City's first Historic Preservation Master Plan

(HPMP) to formalize a vision and set goals for historic preservation in the City. These goals and the associated objectives are intended to work towards a “reset” of the environment for historic preservation in Birmingham and provide for a more serious and careful approach to these important, finite resources that the City is fortunate to have.

BACKGROUND:

On November 5, 2025 ([Agenda – Minutes](#)), the HDC reviewed a first draft of the HPMP and provided feedback on a handful of items, particularly focusing on the objectives within each goal. The HDC expressed an overall excitement for the plan and felt as though it was very close to being complete.

On November 19, 2025 ([Agenda – Minutes](#)), the HDC reviewed a revised draft of the HPMP that included their suggested edits, as well as some additional modifications – particularly in the data and mapping sections. At this meeting, the HDC moved to support the release of the draft HPMP for public comment, which they indicated should be held open as long as possible.

On December 1, 2025 ([Agenda – Minutes](#)), the City Commission held a public workshop to review the then current draft of the HPMP and provided many helpful comments and revision requests that have been worked into the document.

On January 7, 2026 ([Agenda](#)), the HDC reviewed all public comments received through the public comment period and ultimately moved to recommend that the City Commission approve the HPMP and requested that the City Commission provide additional support through a resolution restating the public purpose of historic preservation and support of the goals of the HPMP.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no direct fiscal impacts for this agenda item at this time. However, as noted in the plan, there will be resources required for some of the objectives which are described within each section.

SUSTAINABILITY:

The adoption of the Historic Preservation Master Plan, although itself not directly a sustainability measure, can have major implications for the sustainability and climate action goals of the City. Historic preservation and sustainability are natural partners through things like the reduction of resource and material consumption, waste and energy use. This concept is recognized in the [Birmingham Green: Healthy Climate Plan](#), which also contains an action item to “Expand the City’s historic preservation program to protect existing buildings and character.”

DESIGN CONSIDERATIONS:

There are no direct design considerations to be considered for this agenda item.

PUBLIC COMMUNICATIONS:

No formal public communications are required for this agenda item. As is typical, any reports,

research, or other activities related to the HPMP have been included in the agendas for the HDC and meetings have been open and accessible to the public. In addition, the Planning Department provided several opportunities for public engagement on the plan, including a nearly two month long public comment period on the final draft of the plan.

SUMMARY:

The Planning Department requests that the City Commission consider adopting the City's first Historic Preservation Master Plan.

ATTACHMENTS:

1. Resolution - Historic Preservation Master Plan
2. Historic Preservation Master Plan 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to adopt the City's first Historic Preservation Master Plan.

RESOLUTION
HISTORIC PRESERVATION MASTER PLAN

WHEREAS, The City of Birmingham has long declared historic preservation as a public purpose to:

- 1) Safeguard the heritage of the city by preserving districts that reflect elements of its history, architecture, archaeology, engineering, or culture.
- 2) Stabilize and improve property values in each district and surrounding areas.
- 3) Foster civic beauty.
- 4) Strengthen the local economy.
- 5) Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the city and of the state;

WHEREAS, Birmingham is home to hundreds of examples of high quality, distinctive and historic architecture of different time periods, styles, and purposes that fosters a sense of identity, pride, and continuity within Birmingham by honoring the stories and experiences of past generations;

WHEREAS, Historic preservation promotes environmental sustainability by conserving existing structures, reducing construction waste, and minimizing the need for new resource-intensive development;

WHEREAS, Preservation of historic properties contributes to economic vitality by supporting tourism, revitalizing neighborhoods, and encouraging investment in local communities;

NOW, THEREFORE, BE IT RESOLVED, The City Commission hereby affirms its support for the protection, preservation, and responsible stewardship of historic resources through the adoption of the Birmingham Historic Preservation Master Plan.

BE IT FURTHER RESOLVED, The City Commission encourages public awareness, education, and community engagement regarding the value and benefits of historic preservation.

BE IT FURTHER RESOLVED, The City Commission supports policies, programs, and partnerships that promote the preservation, restoration, and adaptive reuse of historic properties.

BE IT FINALLY RESOLVED, The City Commission acknowledges the importance of leadership in historic preservation through the protection and maintenance of public historic buildings and a commitment by all City Officials to ensure public historic buildings and spaces are held to the same standards as all other historic properties in the City;

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 January 12, 2026.

Alexandria Bingham
City Clerk

HISTORIC PRESERVATION MASTER PLAN

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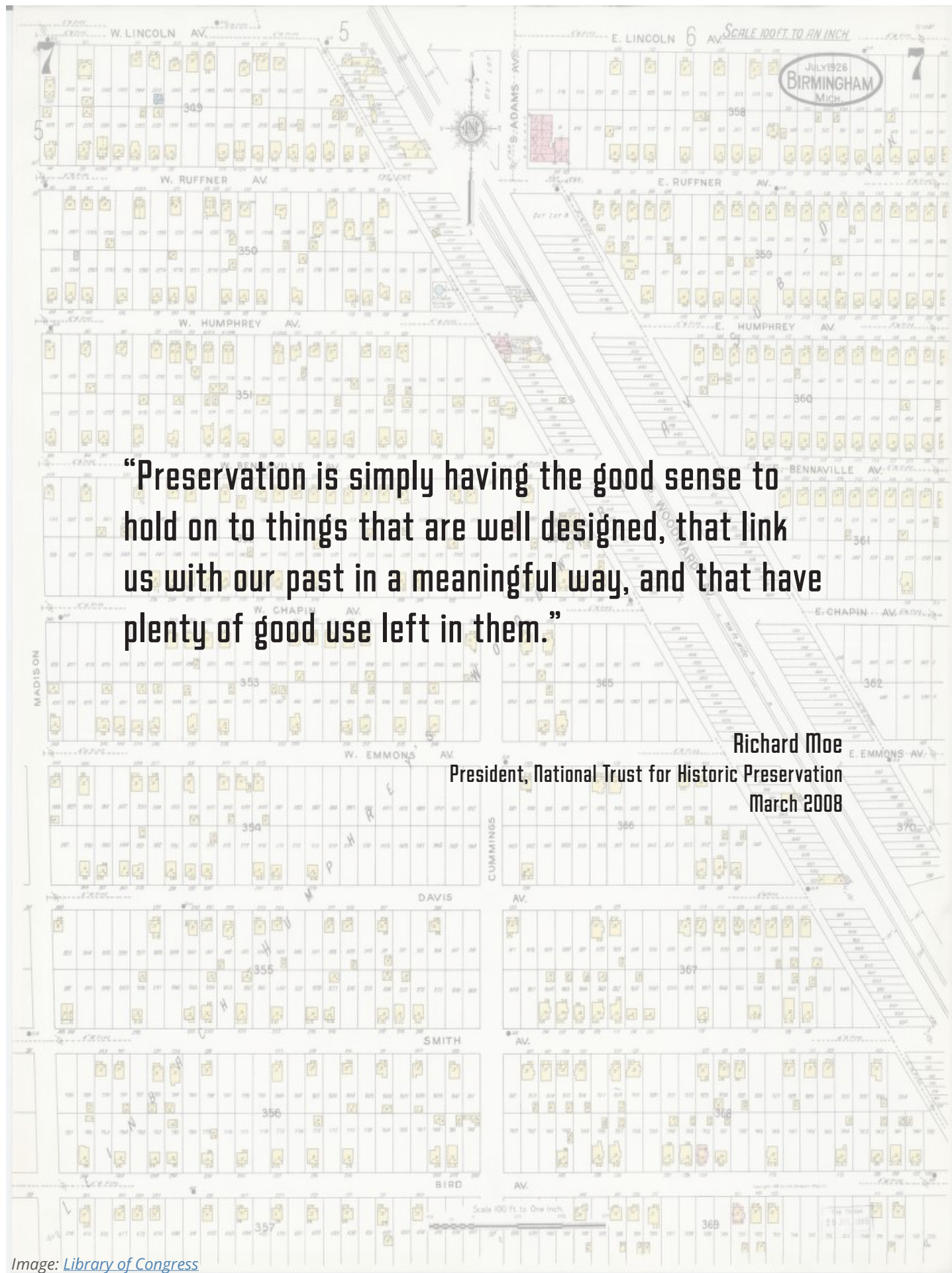


Image: [Library of Congress](#)

BIRMINGHAM

Birmingham City Commission

Clinton Baller, Mayor
Anthony Long, Mayor Pro Tem
Therese Longe
Andrew Haig
Brad Host
Kevin Kozlowski
Bill Kolb

Birmingham Historic District Commission

Dustin Kolo, Chairperson
Keith Deyer, Vice-Chairperson
Gigi Debbrecht
Natalia Dukas
Timothy Collins
Michael Willoughby
Patricia Lang
Steven Lemberg
Mary E. Jaye

Birmingham Historic District Study Committee

Jake German, Chairperson
Margie Duncan
Sean Moran
Ron Berndt
Jennifer Roush
Katherine Barta

Birmingham City Staff

Nicholas Dupuis, AICP, Planning Director (Author)
Summer Aldred-Arens, City Planner
Edward Ricketts, Planning Assistant
Jana Ecker, City Manager

Resources & Support by:



[FINAL DRAFT JANUARY 2026]

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EXECUTIVE SUMMARY

VISION STATEMENT

The Birmingham community will support, strengthen and expand its connections to a vibrant history by committing to preserving historic buildings and places. Through historic preservation, Birmingham will retain its unique character and welcoming sense of community, will bolster sustainability efforts, and will preserve an authenticity that, once gone, cannot be recreated.



GOALS - HISTORIC PRESERVATION MASTER PLAN

1

Goal #1: Get Back to the Basics

To support existing historic resources and create an environment that is conducive to historic preservation.

The Historic Preservation Master Plan recognizes the valuable stock of historic resources that are currently designated within the City. As time marches forward, these resources will need to be maintained and treated consistently against the City's Historic Design Guidelines. In addition, opportunities for monetary support should be prioritized.

2

Goal #2: Embrace Proactivity

To transition the City from a reactive approach to historic preservation to a proactive one and meet people where they are.

The City has access to a multitude of resources from data to social networks to several useful tools that can be leveraged to ensure that irreplaceable resources are not lost to neglect, and that new pockets of history in Birmingham can continually be discovered. At times, the community may not know what it has until it is brought to them.

3

Goal #3: Inform and Engage

To boost the profile of historic preservation in Birmingham to a level that unifies public opinion towards historic preservation in the City.

To build continued support for historic preservation in Birmingham, the City must provide the community with the information it needs to understand what it means to preserve and why it is important. Emphasis can be added to robust data and accessibility of information.

Summary of Actions

Understanding the Summary of Actions

The following tables consolidate all of the objectives contained within this Plan and provides for a one-stop-shop to review what this Plan is recommending, but also estimates as to when the City may expect to start each of the projects based on the interconnectedness of the goals, relationships to other plans, or political environments. This summary is aspirational and the goals and associated objectives and timelines are expected to ebb and flow over the implementation of this Plan.

Table Key:

BROAD OVERALL GOAL			
Shorthand Abbreviation of Goal for Ease of Association	Objective	Regulatory or Non-Regulatory	Post-Adoption Implementation Timeline Intention

GOAL #1 - GET BACK TO THE BASICS			
B2B-1	Provide annual training for Historic District Commission and Historic District Study Committee members.	NR	YR. 1+
B2B-2	Perform biennial reviews of all historic district boundaries and resources.	NR	YR. 2
B2B-3	Update the city's historic preservation webpage with current information and resources.	NR	YR. 1
B2B-4	Create simple, high quality resources for commonly requested information including (but not limited to) the process for historic designation, what it means to be a designated historic resource, and the "do's and don'ts" of preservation.	NR	YR. 1
B2B-5	Pursue a nomination of City Hall and the Baldwin Public Library to the National Register of Historic Places.	NR	YR. 3
B2B-6	Review and update historic preservation ordinances to meet current needs.	R	YR. 4
B2B-7	Develop policy and procedures for the review of work performed on noncontributing resources/properties within historic districts.	R	YR. 1
B2B-8	Increase and regularize enforcement of maintenance requirements to ensure that historic materials are not lost to neglect.	R	YR. 1
B2B-9	Develop a consistent Certificate of Appropriateness to issue to property owners after project approval.	R	YR. 1

GOAL #2 - EMBRACE PROACTIVITY

PRO-1	Engage with realtors, brokers, and other persons engaged in the sale of land and buildings towards the preservation of historic buildings.	NR	YR. 3
PRO-2	Petition for historic designation of all remaining Wallace Frost designed homes in the City.	R	YR. 4
PRO-3	Perform a full reconnaissance level survey of the Little San Francisco neighborhood.	NR	YR. 3
PRO-4	Study the feasibility of preservation overlay zoning districts in the City.	R	YR. 1
PRO-5	Generate a list of ready-made historic preservation projects eligible for Certified Local Government grant funding.	NR	YR. 1
PRO-6	Develop a network of historic preservation advocates to support historic preservation efforts in the City.	NR	YR. 3
PRO-7	Coordinate with the Planning Board and City Commission in the implementation of the Birmingham Plan 2040 to ensure that the historic preservation goals of the City are reflected in broader planning.	NR	YR. 2
PRO-8	Adopt a demolition delay ordinance.	R	YR. 1
PRO-9	Incorporate historic preservation values, principles, and processes into municipal policy, facilities planning, and programs at all levels of municipal activity.	NR	YR. 4
PRO-10	Create a financial incentive program in Birmingham to support historic property owners in the maintenance and upkeep of their historic buildings.	NR	YR. 5
PRO-11	Resurrect the City's Heritage Home Program to recognize buildings at or older than 100 years of age.	NR	YR. 1
PRO-12	Develop an annual budget and regular allocation of funds to support general historic preservation activity in the City.	NR	YR. 2
PRO-13	Historically designate 40 additional buildings or properties by 2040.	R	YR. 1

GOAL #3 - INFORM & ENGAGE

INF-1	Work with the Birmingham Museum to provide current, accurate descriptions of designated historic resources within the City.	NR	YR. 3
INF-2	Provide unique programming during National Historic Preservation Month every year.	NR	YR. 1+
INF-3	Develop and install historic district signage that is consistent with the wayfinding program for the City.	NR	YR. 4
INF-4	Produce updated historic plaques for all designated historic buildings in the Central Business Historic District.	NR	YR. 1+
INF-5	Create more opportunities for the City to interact with property owners of historic resources.	NR	YR. 3
INF-6	Establish an annual Preservation/Conservation Awards Program to highlight and celebrate preservation and conservation initiatives and achievements by residents and entities in Birmingham.	NR	YR. 5
INF-7	Develop historic tours as a part of the Birmingham Shopping Districts tourism initiatives.	NR	Yr. 3
INF-8	Through city staff, provide technical support to the owners of historic properties on the Michigan State Historic Tax Credit program.	NR	YR. 5
INF-9	Provide regular historic preservation related content in the City's newsletters.	NR	YR. 1+

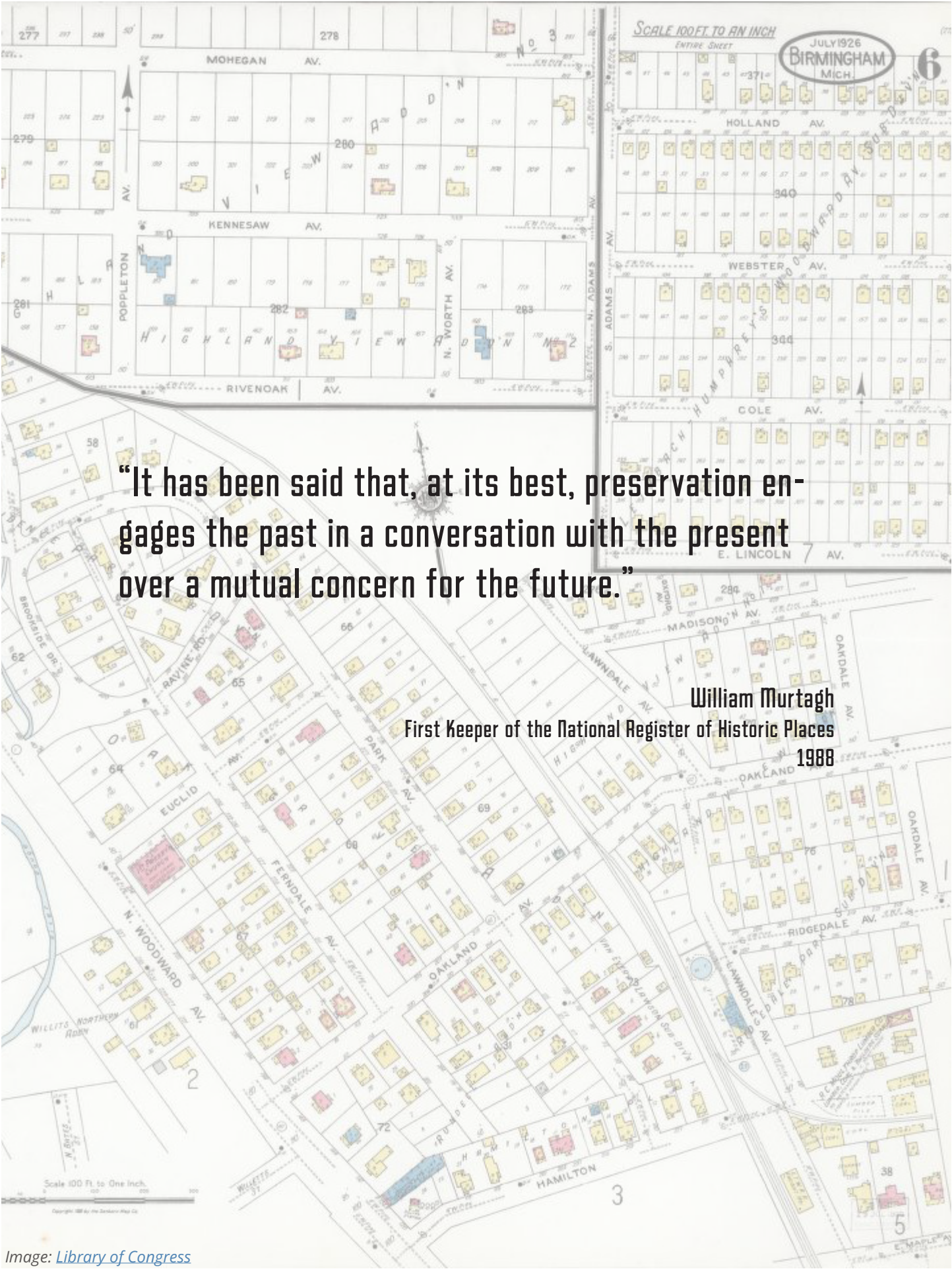


Image: [Library of Congress](#)

INTRODUCTION



Historic preservation is often characterized by the unique challenge it presents and the profound questions it asks one to consider. What is important in our history? What parts of our past should we preserve for the future? How can we best transmit our understanding of the past to future generations? Although these questions do not have a singular answer and are often debated, historic preservation has proven to be an enduring, useful, and multi-faceted tool for governments of all levels. As time moves forward, it is important and beneficial to retain a strong commitment to preserving the past. Planning a meaningful, holistic, and long-range strategy for how to do so remains the current challenge.

According to the National Park Service, **preservation planning is the rational, systematic process by which a community develops a vision, goals, and priorities for the preservation of its historic and cultural resources.** The community seeks to achieve its vision through its own actions and through influencing the actions of others. Goals and priorities are based on analyses of resource data and community values.¹

The City of Birmingham’s Planning Department, together with the [Historic District Commission](#), accepted the challenge of developing the City’s first Historic Preservation Master Plan and did so based on the following premises:

1. The City has a multitude of resources at its disposal including the Michigan State Historic Preservation Office, professional networks, experienced historic property owners, and preservation orga-

- nizations such as the National Trust for Historic Preservation, National Alliance for Preservation Commissions, Michigan Historic Preservation Network, and American Planning Association.
2. Developing the Plan was expected to provide an excellent educational experience for all involved in the process, both for longtime advocates and people new to the field; and
 3. Creating the Plan together, from scratch, would provide the community with a sense of ownership over the plan and a responsibility to see it through to the best of our ability.

This Plan is centered in public input, which included historic property owner round tables, surveys, guided discussions, and other unique engagements. This input formed the backbone of the Plan. This Plan goes on to outline all of the essential background information on historic preservation in Birmingham including maps, data, histories and regulations that apply.

As was emphasized by the community, the City developed the recommendations within with a mind towards balancing regulatory and non-regulatory approaches to historic preservation. **Regulatory** approaches to preservation guide and control the environment in which historic preservation is managed through laws and ordinance, and the application of strict guidelines. **Non-regulatory** approaches strategize and problem solve without the use of laws or regulations, often relying on voluntary action, incentives, and education. These terms will be referenced throughout the plan when describing various policies, procedures, or other related issues.

At present, the City boasts 82 designated historic resources and/or sites. Of the 82, 30 are commercial (37%), 12 are public/institutional (15%) and 40 are residential (49%). There are three contiguous historic districts (Central Business, Shain Park, and Bates Street Historic Districts), while the other districts are considered non-contiguous or single-resource. In addition to designated historic resources/sites, the City has several neighborhoods with rich histories and many old structures.

To date, Birmingham has long acknowledged the importance and utility of historic preservation. The dedication to historic preservation and the benefits thereof are codified in [Chapter 127 of the Birmingham Code of Ordinances](#), which declares historic preservation to be a public purpose and was designed to:

1. Safeguard the heritage of the city by preserving districts that reflect elements of its history, architecture, archaeology, engineering, or culture.
2. Stabilize and improve property values in each district and surrounding areas.
3. Foster civic beauty.
4. Strengthen the local economy.
5. Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the city and of the state.

With all of the above considered, the current approach to historic preservation in the City has predominantly been a reactive one. That is, the City has mostly managed its existing stock of historic resources through design review and other requests for alterations, and have fielded but a handful of designation requests that have come from homeowners in the last 20 or so years.

There have, though, been some admiral efforts to develop more proactive approaches by City Staff, volunteers on the Historic District Commission and Historic District Study Committee, the Birmingham Museum, and interested residents. These efforts produced programs like the Heritage Home Program, educational campaigns, documents such as [“Wallace Frost: His Architecture in Birmingham”](#), and other endeavors. Unfortunately, many of these efforts have been relatively short-lived. This is with the exception of the high-quality and robust programs and exhibits produced by the Birmingham Museum, which has remained a stalwart conservator of Birmingham’s heritage and the history of its people and places.

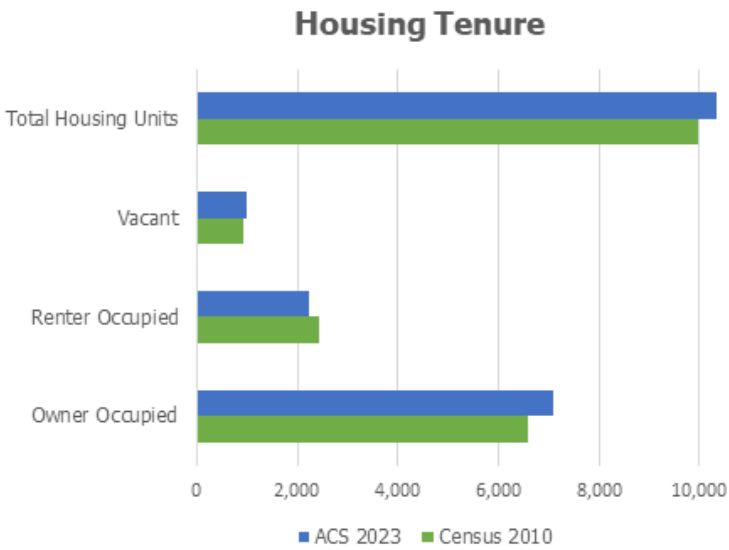
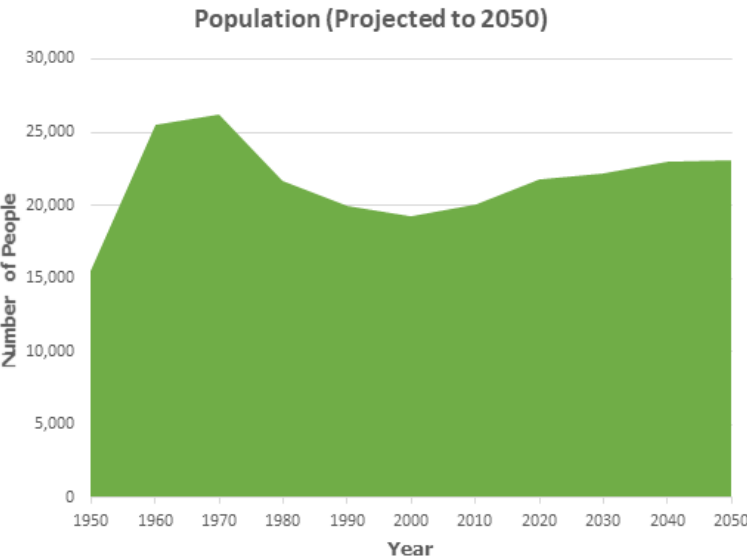
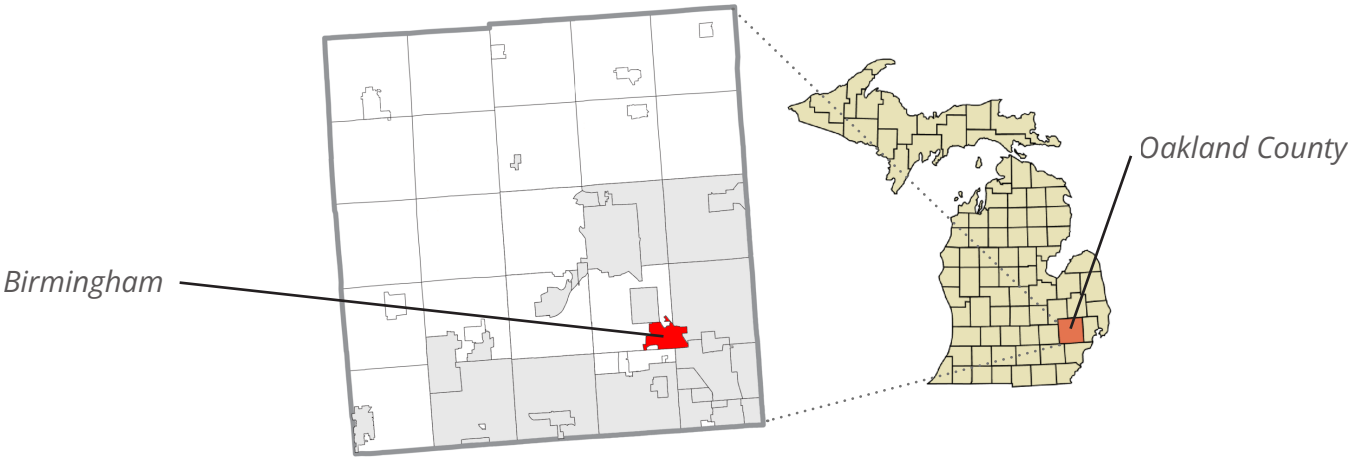
Historic Resources



Birmingham Context

The City of Birmingham, Michigan is a quaint, prosperous, and vibrant suburb of Metro Detroit located approximately halfway between the City of Detroit and the City of Pontiac, in Oakland County. Birmingham has many consequential spatial relationships that have shaped its history including those with the border communities of Bloomfield Hills, Bloomfield Township, Beverly Hills, Royal Oak and Troy. Birmingham also shares an asset in the Rouge River with 48 other communities, and exists along the Woodward Avenue corridor, the states first highway.

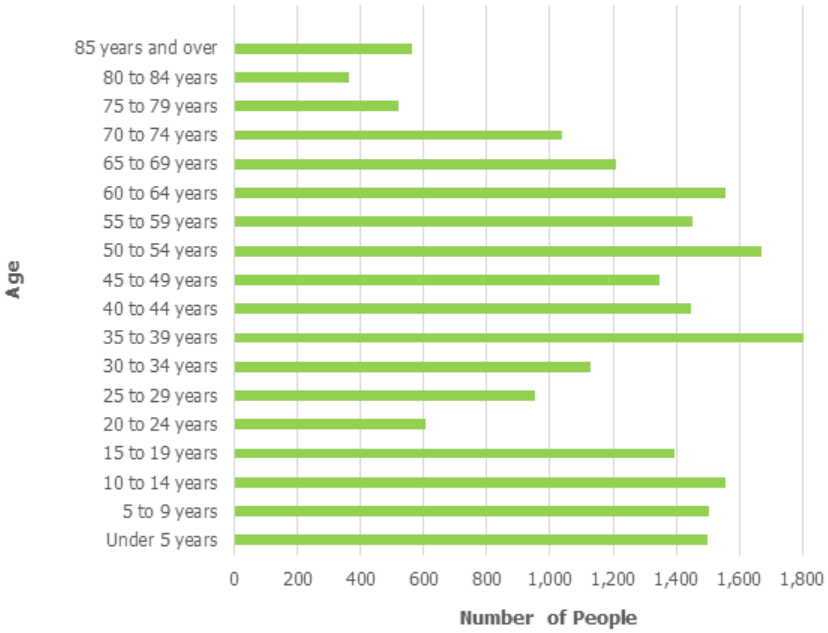
The City of Birmingham is roughly 5 square miles in area, and houses over 21,000 people. It contains three major commercial areas (most notably its Downtown), all of which are surrounded by single family neighborhoods. Due to this, Birmingham is, and always has been, a center for business, social and cultural activities spanning more than a century.



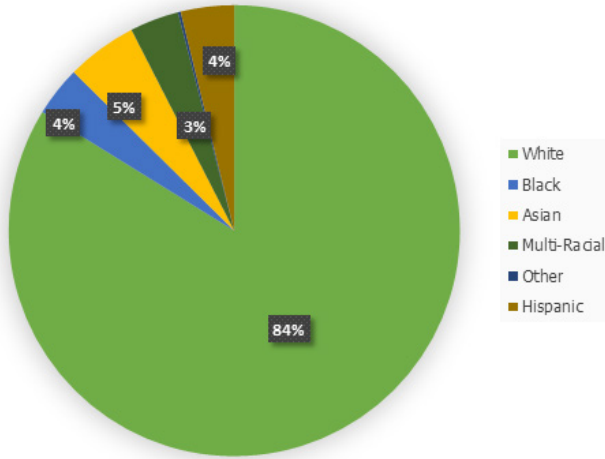
Want to explore more Birmingham Census Data?

- [BIRMINGHAM MI CENSUS PROFILE](#)
- [BIRMINGHAM - DATA COMMONS](#)

Age of Birmingham Residents



Race & Ethnicity



From the Birmingham Museum

The formal settlement of the area now known as Birmingham occurred over 180 years ago. The pioneer story of this small Michigan community began when three enterprising men purchased the first land parcels at the crossing of the Rouge River and the Saginaw Trail (now Woodward Ave.) In 1818. Elijah Willits, John Hamilton and John West Hunter brought their families onto their combined 480 acres of wilderness land to start new lives. Unlike other pioneering communities that attracted farmers looking only for rich new farmland, Birmingham's founders diversified, developing new business opportunities relating to the trail and settlement of the area. Foundries, tanneries, blacksmith shops, broom and brick making factories and transportation services were just some of the businesses that were quickly defining this frontier community. Birmingham's name was chosen by those optimistic about the potential growth of the village, with its manufacturing capabilities after England's biggest industrial center.

Most of the manufacturers of the 1830s were gone by the 1860s and so were the visions of Birmingham as a major industrial center. Instead the quiet Village of Birmingham emerged as a local commercial and agricultural hub for area farmers. The Eccentric Newspaper, banks, merchants, shop owners and other professionals such as doctors, dentists, and lawyers established successful practices in town. By the 1890s, long-time residents who had worked toward infrastructure, education, and cultural improvements began to see better roads, the development of interurban street car lines, quality public schooling, the establishment of a paid fire department, a clean water supply and a new public library.

These improvements made Birmingham both quaint and progressive, and its location on Woodward Avenue continued to offer commercial and business opportunities into the 20th century. Farms evolved into small subdivisions and the growing automobile industry in Detroit and Pontiac made Birmingham especially appealing as a place to live. In 1933, after more than a decade of preparation, Birmingham successfully made the transition from a Village to a city governmental structure. Today, Birmingham's business district and residential areas still enjoy many of the small town charm that characterized days gone by.

History of Preservation in Birmingham

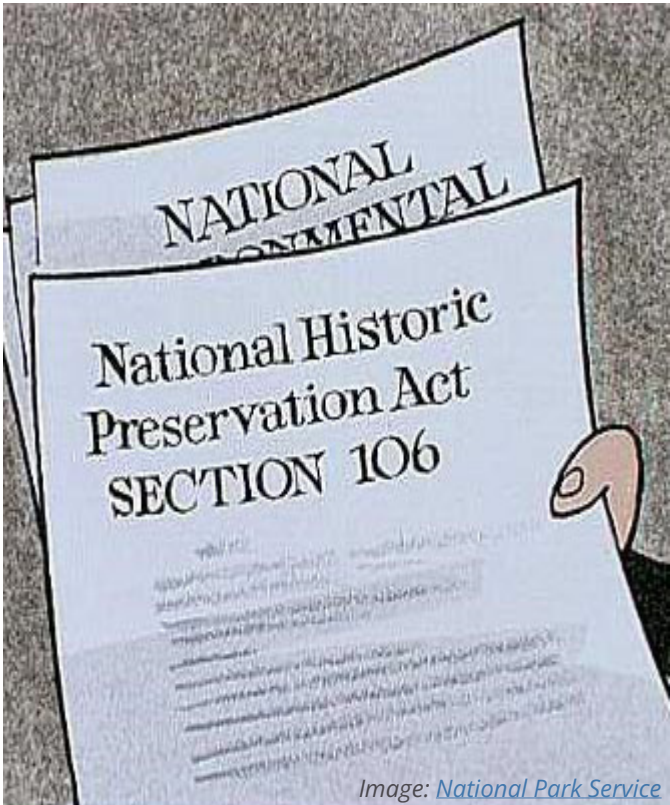


Image: [National Park Service](#)

The modern historic preservation movement in the United States started in 1966 with the passage of the [National Historic Preservation Act](#) (NHPA). This Act codified many of the practices of historic preservation in the United States, establishing funding methods, encouraging local historic preservation, and establishing definitions for historic preservation relative to the legal boundaries of property ownership.² In general, it was a reaction to the loss of landmark buildings (like the Penn Central Station in New York City), but also the sweeping changes that were being seen across the country in urban areas that razed entire blocks, neighborhoods, commercial corridors and major buildings. In addition, the NHPA also established a State Historic Preservation Office (SHPO) in every state, including Michigan. SHPO's have their own preservation policies and programs and often act as an intermediary between local and national government, particularly when it comes to funding.

Shortly after the establishment of the SHPO in Michigan, [Public Act 169 of 1970](#) was adopted, which provided for several local activities such as (but not limited to) the following:

1. The establishment of historic districts.
2. The acquisition of certain resources for historic preservation purposes.
3. Preservation of historic and non-historic resources within historic districts.
4. The establishment of historic district commissions.
5. The maintenance of publicly owned resources by local units.

In 1977, the City of Birmingham created its own regulatory body to oversee historical preservation, which at the time was called the "Historic District and Design Review Commission." After some time, the ordinances were amended in 2006 to better align with PA 169 and to provide property owners in the City of Birmingham with better access to the Michigan Historic Preservation Tax Credits. As a part of this exercise, the Historic District and Design Review Commission was split into two separate bodies, the Historic District Commission (HDC) and the Design Review Board (DRB), both of which are still active today.

In addition, the 2006 updates were made to pave the way for Birmingham to be eligible to become a [Certified Local Government](#). The Certified Local Government (CLG) program is a preservation partnership between local, state, and national governments focused on promoting strong local historic preservation programs. The CLG program is jointly administered by the National Park Service and the State Historic Preservation Office.³ The City of Birmingham became certified for the program in 2010. As a part of the CLG program, the City of Birmingham (along with 42 other Michigan communities as of November 2025) have exclusive access to funding and technical assistance to develop and maintain strong preservation programs in their respective communities.

The 2010 CLG designation and associated process was the last substantive change to the way that the Historic District Commission operates in its current form. In the background of all of those changes, the City's Planning Department has supported the work of the Historic District Commission from its inception, acting as liaisons between the HDC, City Hall, and the broader community.

Preservation Organizations

There are many organizations in the historic preservation space in Michigan ranging from governmental or non-profit organizations to corporations and educational institutions. In Birmingham, relationships with various organizations can vary in terms of regulatory versus non-regulatory, and can be required or voluntary depending on the organization. Below are a list of the main external organizations that are regular fixtures in the historic preservation work in the City:



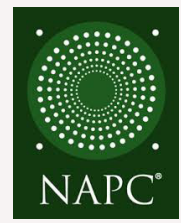
The Michigan SHPO's main function is to provide technical assistance to local communities and property owners in their efforts to identify, evaluate, designate, interpret and protect Michigan's historic above and below-ground resources. The SHPO also administers incentive programs that include federal and state rehabilitation tax credits, and pass-through grants available to Certified Local Government communities.⁴



The Michigan Historic Preservation Network supports the sustainability and economic viability of Michigan's historic places through advocacy, education, and direct action.⁵



The National Park Service preserves unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The National Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout the country and the world.⁶



The National Alliance of Preservation Commissions (NAPC) provides technical support and manages an information network to help local commissions accomplish their preservation objectives. NAPC also serves as an advocate at federal, state and local levels of government to promote policies and programs that support preservation commission efforts.⁷



The U.S. Department of the Interior protects and manages the Nation's natural resources and cultural heritage; provides scientific and other information about those resources; and honors its trust responsibilities or special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities.⁸



Birmingham Historic District Design Guidelines

In 2021, the City was awarded a grant through the Certified Local Government program to create the City's first set of comprehensive historic preservation design guidelines. The design guidelines were intended to synthesize and summarize 50+ years of historic preservation efforts in the City while also equipping the Birmingham Historic District Commission to be better suited to perform their duties in an environment where development pressures are tremendous and ongoing. Design guidelines are an important facet of the historic design review process, as they provide consistency in design review, a basis for making fair decisions, incentives for investment, property value enhancement and an important educational tool.

Birmingham's Historic District Design Guidelines, formally adopted in 2023, contain a variety of information about Birmingham and the historic resource alteration process. The guidelines are especially crucial in providing technical and contextual recommendations on how to approach key issues during design review processes that are both common in Birmingham as well as common in most communities across the country. These guidelines contain a wealth of information that can also apply to the concepts within this Plan. Thus, deliberate efforts were made to avoid being duplicative. **The Birmingham Historic District Design Guidelines should be considered a sister document to this Plan.** The Guidelines are split up into seven key sections:



Interested in reading more?

- [BIRMINGHAM HISTORIC DISTRICT DESIGN GUIDELINES](#)
- [BIRMINGHAM HISTORIC DISTRICT DESIGN GUIDELINES - EXECUTIVE SUMMARY](#)
- [NATIONAL PARK SERVICE - PRESERVATION BRIEFS](#)

What are the Historic District Design Guidelines Used For?

Historic District Design Guidelines are a tool for many. For residents, developers, property owners, architects, contractors, or similar stakeholders - they offer a starting point in terms of planning for alterations. These stakeholders can gain helpful insight as to how the City of Birmingham considers various issues, such as window replacements or painting, and the various approaches the City may take based on the conditions of the site.

For members of the Historic District Commission and City Staff, the guidelines serve as an additional layer of insight into best practices and the appropriateness of proposals. Although the guidelines contain no regulatory standards, they are based on the Secretary of the Interior's Standards the Treatment of Historic Properties, which are discussed in detail in the following section. In addition, Birmingham's guidelines are influenced by the National Park Service's Preservation Briefs, which have been a staple resource for preservation commissions around the country for decades. The underlying guiding principle that is used by the Historic District Commission when utilizing the Guidelines is the hierarchy of treatment:

Hierarchy of Treatment for Historic Properties

- 1. Preservation:** Focuses on maintaining and repairing existing historic materials and retaining the property's form as it has evolved over time.
- 2. Rehabilitation:** Allows for altering or adding to a historic property to meet new uses while retaining its historic character. This is the most commonly used and flexible standard.
- 3. Restoration:** Depicts a property at a particular period of its history and removes evidence of other periods.
- 4. Reconstruction:** Re-creates a non-extant feature in an accurate historic manner and is the most interventionist approach.⁹



Secretary of the Interior’s (SOI) Standards for the Treatment of Historic Properties

Chapter 127 of the Birmingham Code of Ordinances states that “In reviewing plans, the [Historic District] Commission shall follow the **U.S. Secretary of the Interior’s Standards for Rehabilitation** and guidelines for rehabilitating historic buildings as set forth in [36 C.F.R. part 67](#). Design review standards and guidelines that address special design characteristics of historic districts administered by the commission may be followed if they are equivalent in guidance to the Secretary of Interior’s Standards and guidelines and are established or approved by the state historic preservation office of the Michigan Historical Center.”

What are the Secretary of the Interior’s Standards for Rehabilitation?

Actually, this question is more nuanced than one might imagine. Starting at a higher level, the National Park Service states that the purpose of the SOI Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings is to provide guidance to historic building owners and building managers, preservation consultants, architects, contractors, and project reviewers prior to beginning work.¹⁰ It is worth highlighting that the Standards for the Treatment of

Historic Properties addresses four treatments: *preservation, rehabilitation, restoration, and reconstruction*. Notably, the Birmingham Code of Ordinances only addresses one of the four treatments in rehabilitation.

The SOI Standards have a [rich history](#), having first been codified in 1977 in 36 CFR Part 67 and updated most recently in 1995. In the most recent update, the SOI Standards for the Treatment of Historic Properties was developed to provide a for a broader framework encompassing the aforementioned treatments, within which the SOI Standards for Rehabilitation became a more specific set of standards under that broader umbrella.¹¹ Both, however, are regulatory standards that are crucial pieces of not only local historic design review processes, but also many tax incentive programs at the local, state and federal levels of government.

In stating that the SOI Standards are regulatory, it is also apparent in the reading of them that they are intentionally general, allowing the interpreters of such the ability to factor in important local considerations such as level of significance, physical condition, proposed use, and codes and other regulations.



SOI Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



Master Planning

The City of Birmingham is at an inflection point in terms of the next 20+ years of planning and policy. In the last two years, three different master plans have been adopted in the City, with this plan as the fourth to follow. In developing each plan, the City has woven threads across these recent master plans to get them working together in a cohesive and consistent direction, which provides residents and City leadership with certainty and confidence in decision making processes. It also helped to ensure that each effort was not repetitive, and that they are being supported by one another as implementation progresses.

In addition, there are updates undertaken to other plans, particularly at the state level. The Michigan SHPO is required by the National Historic Preservation Act of 1966 to develop a statewide historic preservation plan at regular intervals, informed by public input, to identify broad preservation priorities and goals. The next version of the Michigan Statewide Historic Preservation Plan is expected to be completed in 2027, and will carry through to 2034.



1. Adjust residential zone boundaries and standards to better match existing housing. This requires a study of the city's residential architectural styles and building types, their key characteristics, position on their properties, driveway configuration, age, and the areas where each common type is located.
2. Adopt a policy to proactively establish new historic districts as well as landmarks.

There are other parts of this master plan that will require the Historic District Commission to assist the Planning Board and City Commission. For example, current and future eligible contiguous historic districts may not fit nicely within the proposed neighborhood boundaries in the 2040 Plan and may prove to be disadvantageous to establishing new historic districts. For one, the Bates Street Historic District is currently split between two proposed neighborhoods – the Downtown and Barnum neighborhoods (only one historic property is split off, but the point stands).

As another example, there are parts of the 2040 Plan that envision greater density. Any recommendations that work towards achieving those goals should be reviewed carefully, as encouraging higher density uses and raising the highest and best use of the land could see the removal of swaths of historically significant houses or buildings. This is a common issue when balancing zoning and preservation, and is totally manageable when the parties communicate effectively and often.

Although these conflicts exist, the 2040 Plan and the Historic Preservation Master Plan can work together to achieve a common goal by considering the recommendations within each plan together.

Chapter 3: Retain Neighborhood Quality

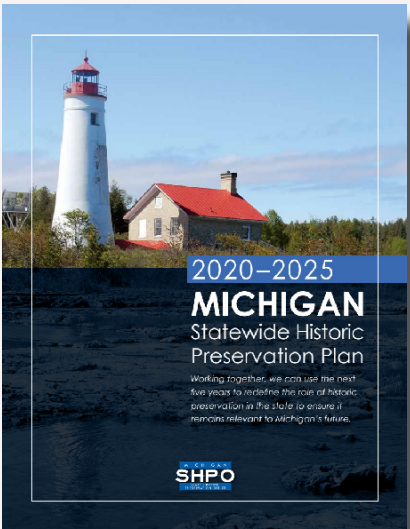
This chapter of the 2040 Plan is where this Plan will draw its strongest corollary. In the “Retain Housing Character” section of this plan, it suggests that many Birmingham neighborhoods have lost touch with sense of scale and coordination with the broader area. The 2040 Plan goes on to provide two specific recommendations that lend themselves to supporting historic preservation and a stronger commitment to such:



The **Birmingham Green: Healthy Climate Plan** (“Green Plan”) was adopted in 2024 and was the first plan of its kind both in its subject matter (sustainability & climate action), but also its approach. The Green Plan could be considered the City's most broad-based active plan in terms of its scope, but also the level of necessary involvement from every aspect of government, residents, institutions and private entities. The Green Plan draws several parallels to historic preservation, and boasts a recommendation that suggests that the City should “Expand the City's historic preservation program to protect existing buildings and character”



The **Birmingham Parks and Recreation Master Plan** (“P&R Plan”) was adopted in December of 2023. As the most loosely connected plan in terms of its relationship to historical preservation, the strategy lies in the supportive function of parks and open space to the historic areas of the City. In fact, some City parks even exist within historic districts themselves. When considering improvements to these parks, the HDC can leverage the stated goals of the P&R Plan to expand the reach of historic preservation where appropriate. The City of Birmingham is required to update its Parks and Recreation plan every 5 years to maintain eligibility for state and federal grants. The next opportunity to update the P&R Plan will be in 2028.



The **Michigan Statewide Historic Preservation Plan** (“MI Plan”) in its most recent form was adopted in 2020 and is in the process of being updated. The MI Plan focuses on building up Michigan to be a model of successful historic preservation through shared awareness, engagement and investment. The current plan contains 5 goals and 23 associated recommendations. Overall, the MI Plan is a useful tool to ensure that preservation efforts in Birmingham are reflected in state goals, but also that the City's goals may be supported by the state, which acts as a pass-through for many grants as well as a treasure trove of educational opportunities and technical support.



The Birmingham Museum

The [Birmingham Museum](#) was established in May 2001 at the former Marion and Harry Allen House and surrounding four acres. It includes the oldest house in Oakland County, the 1822 John West Hunter House as well as the 1928 Allen House. These historic structures are linked by a public plaza, the gateway to the grounds, which were dedicated in 2007 as the John West Hunter Historic Park. The landscape includes some of the most complex and diverse topography, including a spring fed pond and connection to the Rouge River corridor, all just a short walk from downtown Birmingham. The Allen House features changing exhibits about Birmingham and its heritage, while the Hunter House (also listed on the National Register of Historic Places) reflects 19th century pioneer life in the settlement.

The museum works in partnership with other community organizations, such as the Friends of the Birmingham Museum (also known as the Birmingham Historical Society) and the Baldwin Public Library. Together, they provide public tours, entertaining lectures, and special events, such as our popular adult lecture series. Twice a year, the Friends host guided tours of historic Greenwood Cemetery, and also provide self-guided tours for visitors all year round. They also assist with lectures and historic research, a specialized service are also available at the museum.

Recently, the Historic District Commission and Historic District Study Committee have utilized the resources of the Birmingham Museum in several ways. In one example, in researching and developing reports for the review of proposed alterations, City Staff has been requesting historical photographs from the Museum to get a sense for context, materials, design elements and other important considerations when applying the Hierarchy of Treatment for Historic Properties. The Museum also recently played an integral role in the recent designation of the Frederick E. Good House. The Museum provided critical research into the home and its first occupants, which helped make the case for designation. This Plan continues to consider the Birmingham Museum as a critical partner and aims to build stronger connections between the two to support the City's broader preservation efforts.

Museum Mission Statement

“The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham’s historical and cultural legacy through preservation and interpretation of its ongoing story.”



Want to know more about the Birmingham Museum?

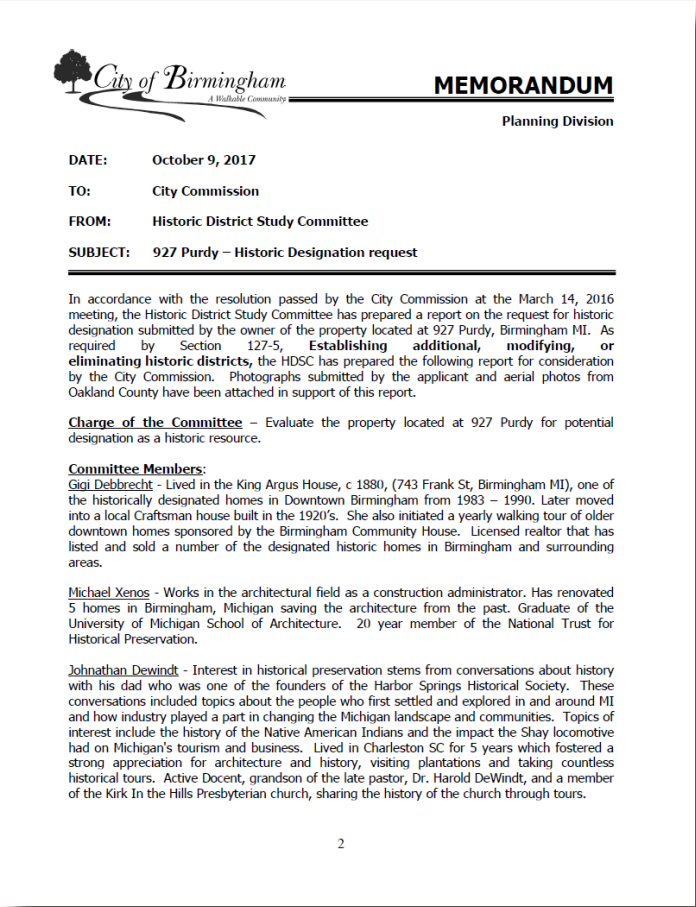
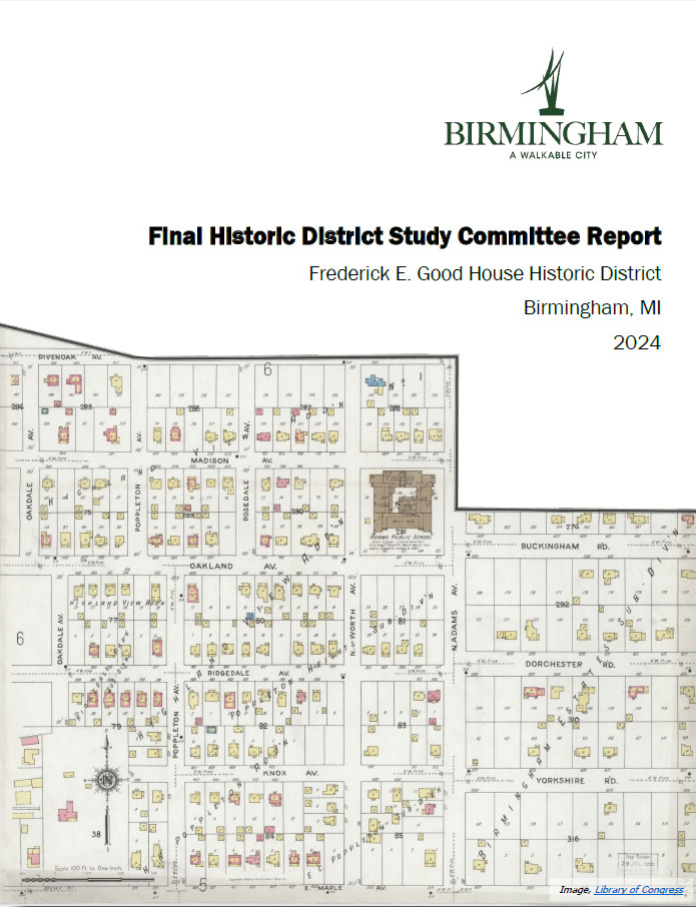
- [BIRMINGHAM MUSEUM STRATEGIC PLAN 2026](#)
- [INSTAGRAM](#)
- [YOUTUBE](#)
- [FACEBOOK](#)

The Historic District Study Committee

Although the role of Birmingham’s [Historic District Study Committee](#) (HDSC) is related to historic preservation, it is a very different role than that of the Historic District Commission. It may even be fair to say that at this time, the role of the HDSC is completely one-dimensional in that their sole purpose, as outlined in Chapter 127 of the Birmingham City Code, is to produce reports to the City Commission for the historic designation of properties. These reports are developed with strict guidelines and checkpoints, involve heavy research, and require the collection of information on historical significance, all of which come together to form a recommendation on the qualifications of the building or property based on 36 CFR Part 60 and criteria established or approved by the SHPO.

The HDSC consists of seven members with “a clearly demonstrated interest in or knowledge of historic preservation.” A unique aspect of this group is that it is one of few boards, commissions or committees in the City in which city residency is not required if an expert on the potential historic district topic is not available among city residents. Another unique requirement of the HDSC is that the group may only meet when directed by a resolution of the City Commission, and has historically been limited to its singular purpose of producing Historic District Study Committee Reports.

In the last 20+ years, records suggest that the HDSC and City Commission have only designated 2 properties as historic, although other attempts were started but not able to be seen through to completion. The two designations occurred in 2017 and 2024. These two designations, separated by 7 years, contained all of the same required information, but took different approaches in terms of presentation. Ultimately, consistency is a goal of the HDSC and the focus will continue to be on design and approachability to encourage readership.



DATA & MAPPING



Non-Contiguous Historic Districts

1. Hood House Historic District, 555 Stanley

2. Grooms House Historic District, 587 Stanley

3. Trollop House Historic District, 536 Southfield Road

4. Richard Erwin House Historic District, 1119 Southfield Road

5. Randall-Latham House Historic District, 1128 Southfield Road

6. Daniels House Historic District, 1128 Pierce

7. Eli Wooster House Historic District, 1876 Northlawn

8. Schlaack House Historic District, 839 Knox
9. King-Argus House Historic District, 743 West Frank

10. Stewart-Watkins House Historic District, 146 Puritan

11. Quarton Homestead Historic District, 1155 Quarton

12. Birmingham Grand Trunk Western Railroad Depot Historic District, 245 S. Eton

13. Quarton Maple Avenue House Historic District, 1158 West Maple Road

14. Wallace Frost House Historic District, 579 Tooting Lane

15. Almeron Whitehead House Historic District, 927 Purdy

16. Frederick E. Good House Historic District, 1283 Buckingham

Bates Street Historic District

1. United Presbyterian Parsonage, 539 S. Bates

2. Koontz House, 544 S. Bates

3. Peck House, 571 S. Bates

4. John Hall House, 584-588 S. Bates

5. Major Jones House, 607 S. Bates

6. Frank Schlaack House, 612 S. Bates

7. John W. Perry House, 651 S. Bates

8. McBride House, 668 S. Bates

Central Business Historic District

1. Wabeek Building, 256 W. Maple

2. Leonard Building, 166 W. Maple

3. Quarton Building, 142 W. Maple

4. Blakeslee Building, 138 W. Maple

5. Billy McBride Building, 122 W. Maple

6. Ford Building, 101 N. Old Woodward and 120 W. Maple

7. Erity and Nixon Building, 163-167 N. Old Woodward

8. Bell Building, 191 N. Old Woodward

9. Schlaack Building and Huston Building 1916, 205-219 N. Old Woodward

10. Huston Building 1923, 237-243 N. Old Woodward

11. National Bank Building, 152-176 N. Old Woodward

12. Wooster Building, 132-136 N. Old Woodward

13. Parks Building, 110-116 N. Old Woodward

14. Madison Building, 297-323 E. Maple

15. Hawthorne Building, 361 E. Maple

16. Shain Townhouses, 378, 386, 390 E. Maple and 112, 120, 124 Brownell

17. Briggs Building, 111 S. Old Woodward

18. Birmingham Theater Building, 211 S. Old Woodward

19. Ford-Peabody Mansion, 325 S. Old Woodward

20. Detroit Edison Building, 220 E. Merrill

21. D.U.R. Waiting Room, 138 S. Old Woodward

22. McBride Building, 124-128 S. Old Woodward

23. Johnston-Shaw Building, 112-114 S. Old Woodward

24. O'Neal Building, 106-110 S. Old Woodward

25. St. Clair Edison Building, 135-159 Pierce

26. Telephone Exchange Building, 148 Pierce

27. Bigelow-Shain Building, 115 W. Maple

28. Field Building, 135-141 W. Maple

Shain Park Historic District

1. Municipal Building, 151 Martin Street

2. Shain Park

3. Baldwin Public Library, 300 Merrill Street

4. Birmingham Community House, 380 S. Bates

5. United States Post Office, 322 Martin

Mill Pond Neighborhood

1. Historical Park Historic District

2. Baldwin Park Historic District

3. John W. Hunter House and Allen House, 500 and 556 West Maple

4. Mill Pond Historic District

5. Village Waterworks Historic District

6. Chatfield-Campbell House Historic District, 460 W. Maple

7. Edwin Baldwin House Historic District, 484 W. Maple

8. Edgar Lamb House Historic District, 474 Willits

9. Stickney House Historic District, 412 Willits

10. Ebenezer Raynale House Historic District, 300 Warren Court

11. Benjamin Daniels House Historic District, 372 Harmon

12. Greenwood Cemetery Historic District

Merrill-Townsend-Brown Neighborhood

1. Abigail Carter House Historic District, 415 Merrill Street

2. Irving House Historic District, 439 Merrill

3. Daisy Benedict House Historic District, 535 Merrill

4. Hewitt House Historic District, 211 Townsend

5. Langley House Historic District, 404 S. Bates

6. Townsend House Historic District, 339 Townsend

7. Toms-Dickinson House Historic District, 464 Townsend

8. Hoston-Logan House Historic District, 504-506 Townsend

9. Fall House Historic District, 523 Townsend

10. Schuyler House Historic District, 544 Townsend

11. Cinderella Patch House Historic District, 347 W. Brown

12. William Bell House Historic District, 384 West Brown



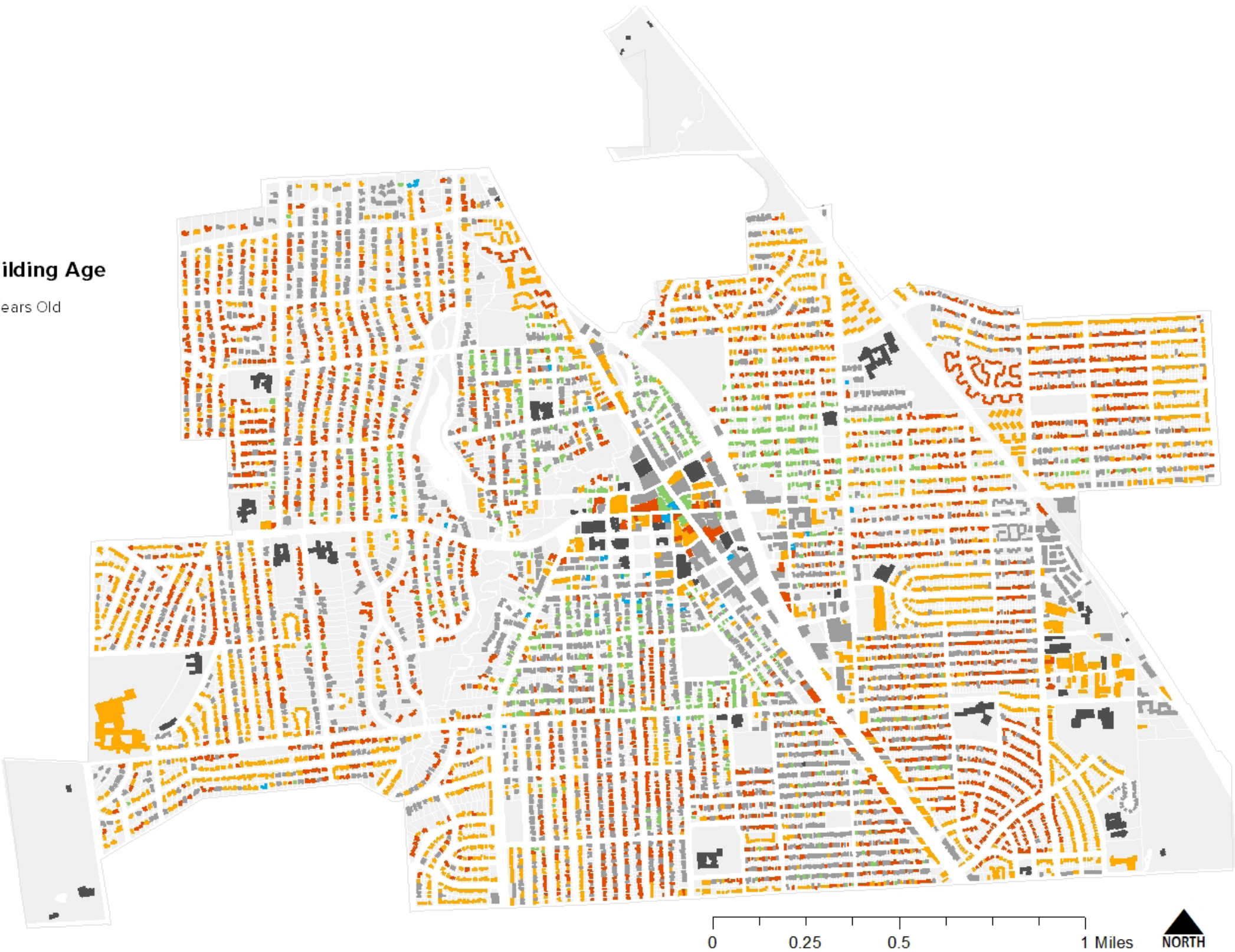
The official list of designated historic resources is maintained in the City Code:

- [CHAPTER 127, SEC. 127-25.](#)

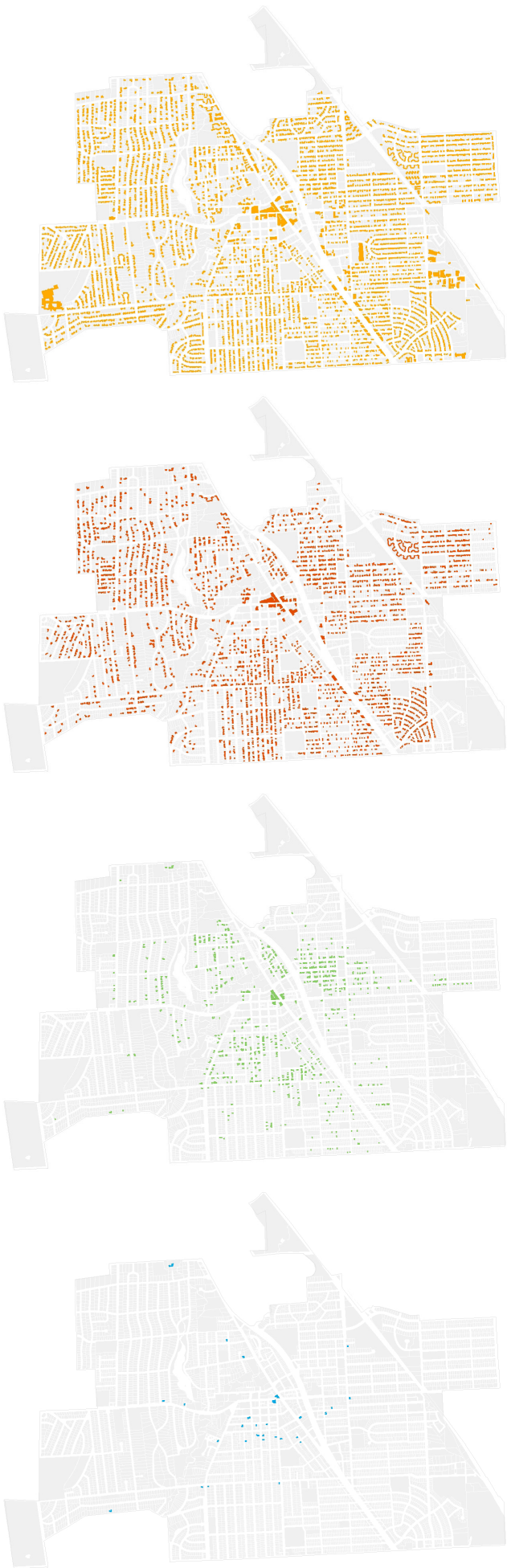
A Deeper Look...

Birmingham Building Age

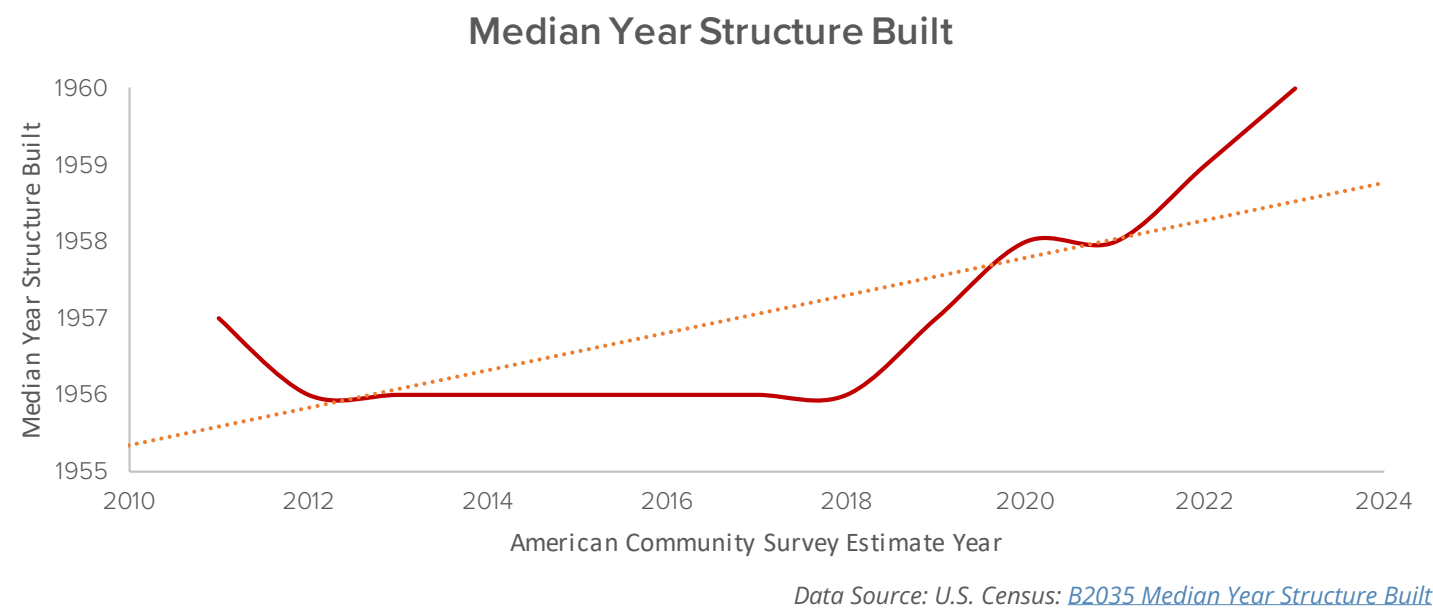
- Less than 50 Years Old
- 50 Years Old
- 75 Years Old
- 100 Years Old
- 125 Years Old
- No Data



Data Source: [SEMCOG Building Footprints 2024](#)



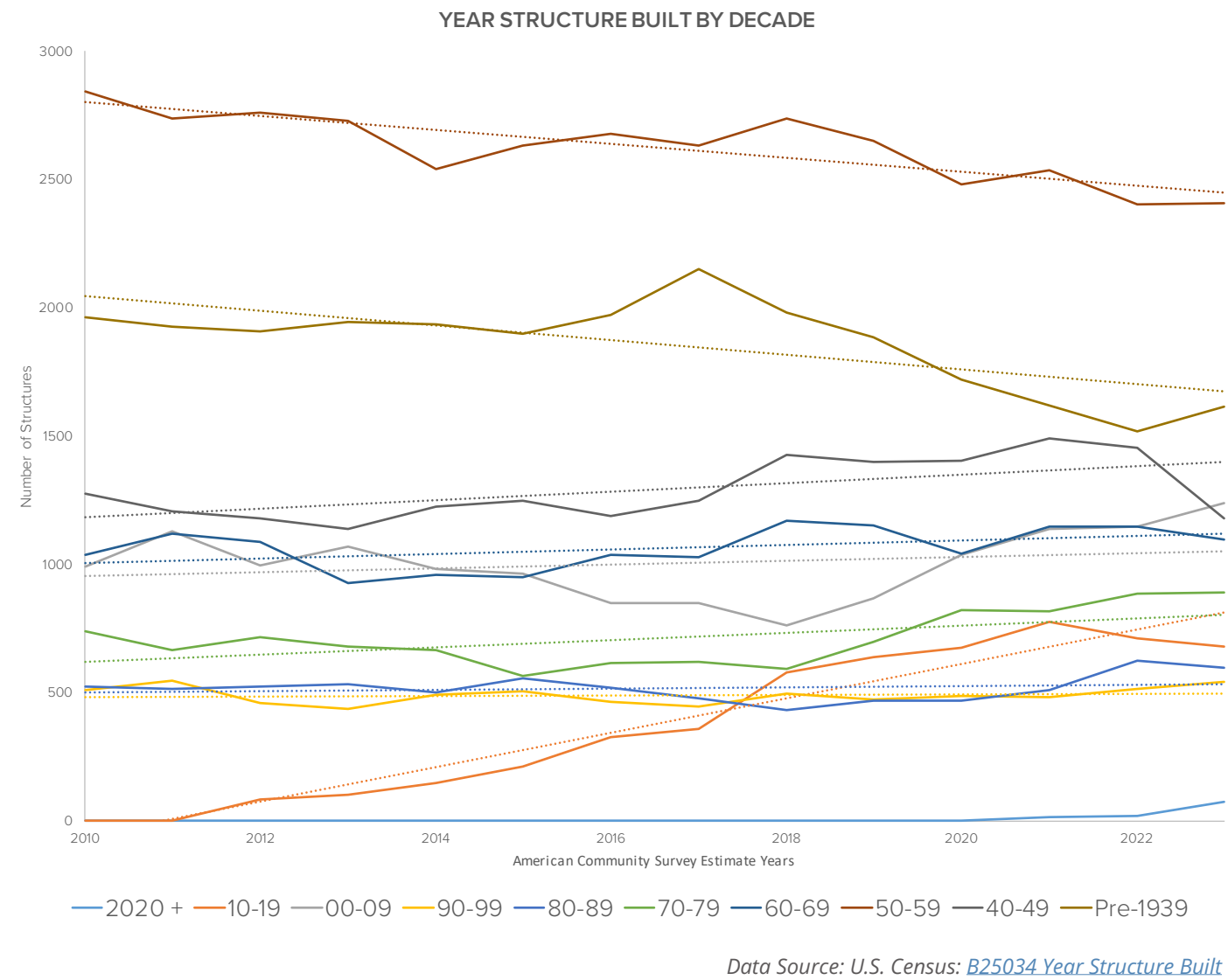
A Deeper Look Continued...



Building Quick Facts 2025

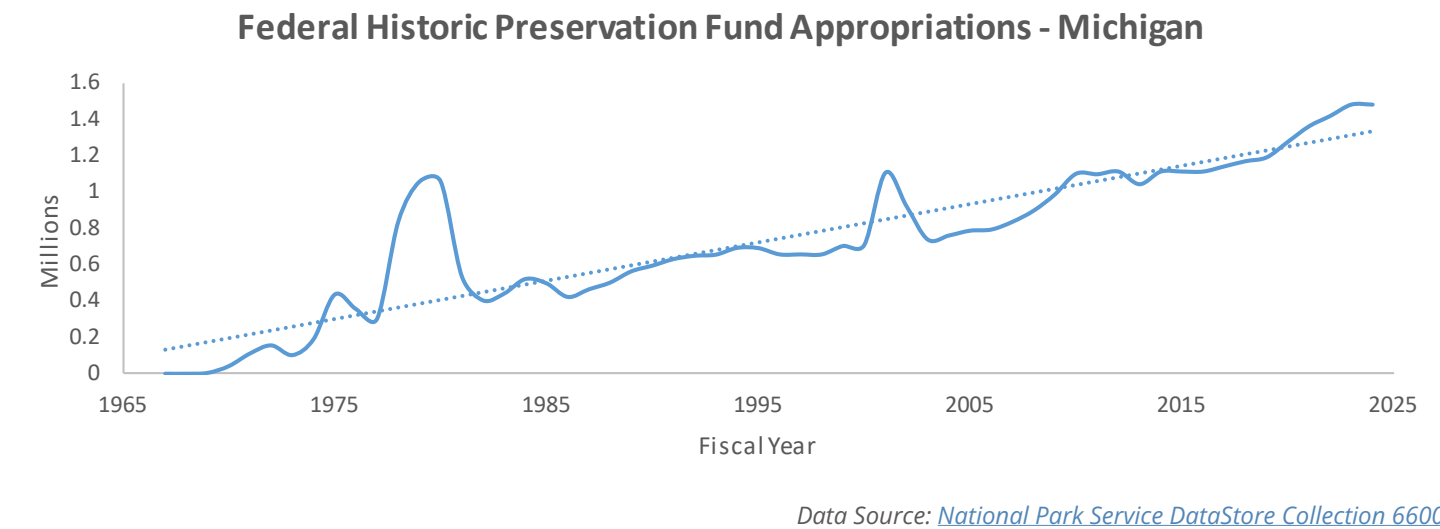
- 1831** Birmingham's Oldest Building
- 7,982** Total Principal Buildings
- 739** Single-Family Homes Demolished Since 2015
- 32** Commercial Buildings Demolished Since 2015
- 736** Buildings Over 100 Years Old

Data Source: [SEMCOG Building Footprints 2024](#)



Federal Funding for Historic Preservation

The National Park Service administers the Historic Preservation Fund on behalf of the Secretary of the Interior and uses annually appropriated funds to provide grants to eligible recipients for the preservation of historic resources.¹² The NPS generates annual reports, which are accessible on their [website](#). The following represents the funding received by the State of Michigan since the inception of the fund, which shows a steady increase:



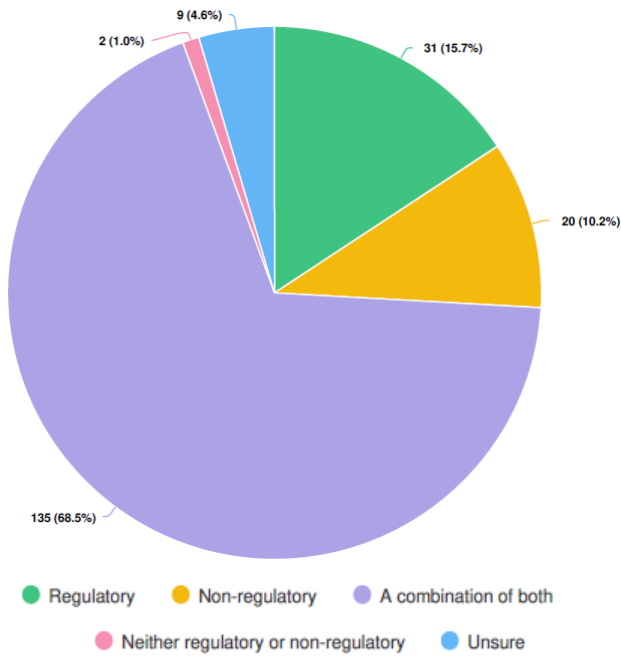
Public Engagement Summary

As is typical in Birmingham, it was a pleasure to engage the community in impassioned discussions about historic preservation. Although historic preservation is often considered a niche field within government and planning, the community showed up, and in turn has made their mark on this planning effort. The depth of knowledge, experience and willingness to discuss challenging issues in this community remains a key contributor to Birmingham’s elevated status in the region.

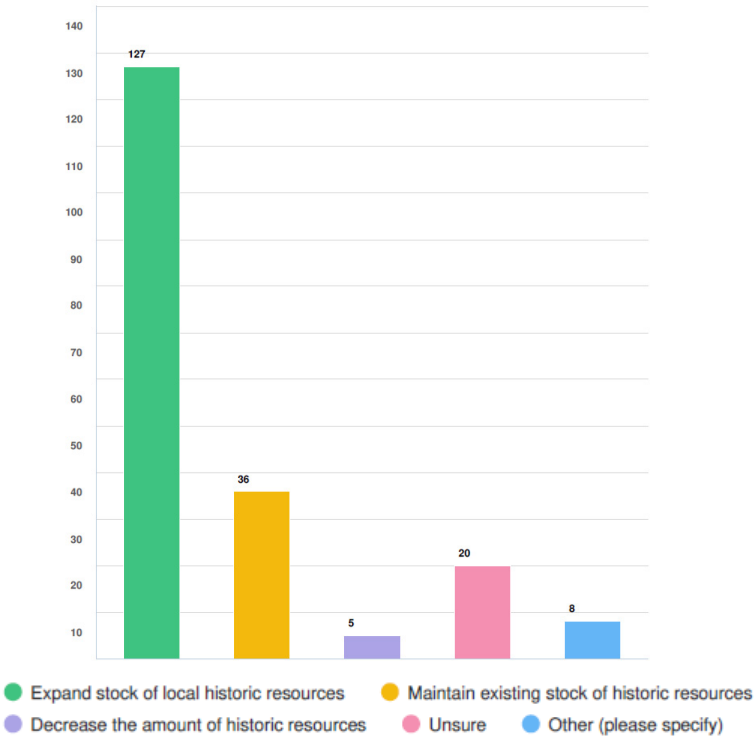
Throughout this process, the HDC was able to provide a multitude of engagement and informational opportunities including over **20** HDC meetings, **3** property owner round tables, **2** newspaper articles, **2** community presentations, **6** newsletter articles, and countless conversations.

Overall, it was apparent that the community feels strongly about its history and character, and is willing to explore more opportunities to preserve it. This section provides a snapshot of some of the feedback we received at the various engagement events.

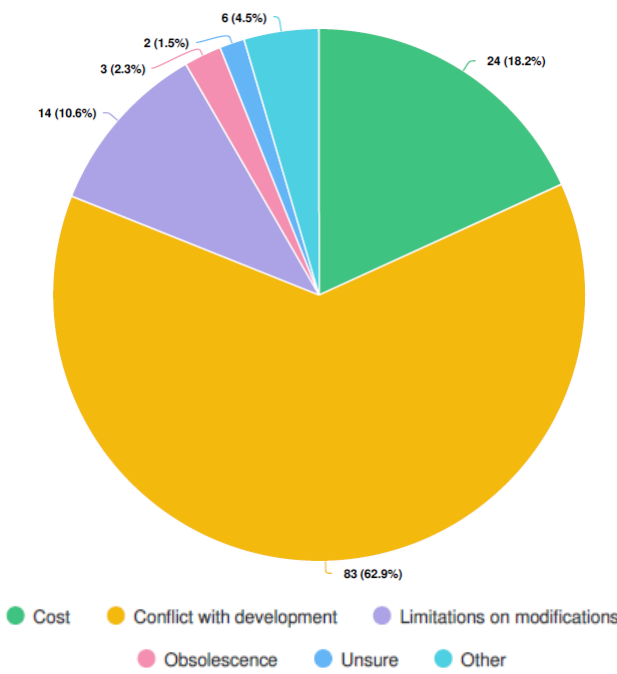
The approach to historic preservation can be simplified in to regulatory and non-regulatory approaches. Which approach do you feel better suits the City of Birmingham?



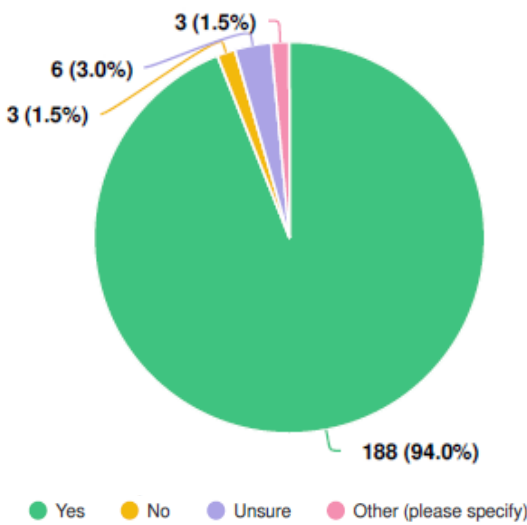
What direction do you think the City should take in the future regarding the creation of local historic resources (buildings and/or sites)?



In your opinion, what is the biggest barrier to historic preservation?



Do you believe historic preservation is a worthwhile goal?



“We don’t want to sound negative about the homes lost, but we do believe that there can be a cultural shift in how we look at Birmingham’s oldest homes.”

- L.S. - Birmingham Resident



HISTORIC DESIGNATION

Understanding what it means to be a historically designated historic resource is a critical step to understanding the remainder of this plan. This is a question that is fielded regularly by City Staff and has a relatively straight forward answer in the technical sense. However, there are many other programs or designations that can confuse and complicate the environment for historic preservation. It shall be a goal of this plan to unwind some of the confusion that exists surrounding historic designation and provide a first step towards educating the community on the differences between the various levels of designation.

As an important part of this effort, there is an overarching distinction to be made between the different types of designations a historic building or site can achieve. This distinction is binary in that each designation can be described as either a **protective** designation or a **recognition** designation. Protective designations provide legal restrictions on what can be done on the building or site, while recognition designations offer a celebration of history based on whatever criteria the program exists to promote.

Local Historic Designation

☒ PROTECTIVE ☐ RECOGNITION

Local designation is the most common and strongest form of historic designation. In the City of Birmingham, the responsibility to designate a historic resource is held by the City Commission. A request to designate a single building (non-contiguous historic district) or a group of buildings together (contiguous historic district) can come from anyone or any group of people. The request would be considered by the City Commission, directed to the Historic District Study Committee to develop a report and recommendation (if so desired), then back to the City Commission for final consideration.

In the event that the City Commission establishes a new historic district (whether contiguous or non-contiguous), each resource within the district is subject to Chapter 127, [Section 127-10](#) of the Birmingham Code of Ordinances, which gives the Historic District Commission purview to review any work, such as addition/alteration to the exterior of the resource and/

or its site. Each resource would also be subject to the Design Review standards outlined in [Section 127-11](#), which are referred to as the “Secretary of the Interior Standards for Rehabilitation.”

Birmingham Heritage Home Program

☐ PROTECTIVE ☒ RECOGNITION

The Heritage Home Program (sometimes referred to as “Centennial Home” program) in the City of Birmingham was introduced in 2012 for the purpose of recognizing homes constructed 100 years ago or more with a commemorative plaque and certificate that certified a home as a “Heritage Home.” Upon the inception of the program, the City presented several plaques to homes throughout the City. Plaques were generally made available upon request from the homeowner without a formal application process, therefore there is little information available to the City as to the program and its participants.

Before fizzling out a couple of years later, the Heritage Home program was able to recognize 51 homes for their age, most of which were accompanied by irreplaceable charm, character and complexity. At this time, it is estimated that nearly half of the homes certified through the Heritage Home program have been either lost to demolition or significantly altered.

National Register of Historic Places

☐ PROTECTIVE ☒ RECOGNITION

The [National Register of Historic Places](#) program is administered by the National Park Service. The program maintains an official list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture. National Register properties have significance to the history of their community state, or the nation.¹¹

The City of Birmingham currently boasts three properties on the National Register: the Grand Trunk Western Railroad Birmingham Depot, John W. Hunter House and Derby Street-Grand Trunk Western Railroad Bridge.

Petitioning a property for the National Register does not require it to be designated locally, but the nomination does require a property to meet the same standards that locally designated resources are held to. Properties on the National Register do also open up eligibility for federal preservation tax credits.

Although the placement of a property on the National Register is challenging and prestigious, under Federal Law, the listing of a property in the National Register places no restrictions on what a non-federal owner may do with their property up to and including destruction, unless the property is involved in a project that receives Federal assistance.

National Historic Landmark Program

☒ PROTECTIVE ☐ RECOGNITION

[National Historic Landmarks](#) are buildings, sites, districts, structures, and objects that have been determined by the Secretary of the Interior to be nationally significant in American history and culture. Many of the most renowned historic properties in the nation are considered National Historic Landmarks. Mount Vernon, Pearl Harbor, Alcatraz, and Martin Luther King’s Birthplace are examples of Landmarks that illustrate important contributions to the nation’s historical development.

National Historic Landmark Designations are set at a much higher bar, and are held to a different set of very high standards. All that being said, properties designated as a National Historic Landmark require a review of demolition proposals, but does not prohibit demolition outright. The process required to seek demolition is not a simple or easy process and is typically subject to a thorough review, thus it could be considered more protective than the National Register. Birmingham does not have any listings in the National Historic Landmark Program.

Michigan Historical Marker Program

☐ PROTECTIVE ☒ RECOGNITION

In conversations about historic designation, it is sometimes suggested that properties can be designated by the State of Michigan as historic in some way. Although this is not entirely untrue, it is unlike local designation, or either of the national designations. The [Michigan Historical Marker Program](#) offers properties an opportunity to recognize a property, building or site with a marker, but does not go much further than that. Eligibility for a marker is determined by historic significance at the local, state or national level, and in the case of historic resources, integrity. Birmingham has one property with a state historical marker, which is located at the Greenwood Cemetery.



ACTION PLAN

In order to achieve the goals of this plan, a series of objectives has been developed by the Historic District Commission (HDC) that reflects best practices, realistic expectations, legal requirements, and resident/stakeholder input. These objectives range in terms of level of effort, regulatory versus non-regulatory, and time horizon. This action plan will serve as a blueprint for implementation, and is structured upon the following components:

- **Clear Goals:** Each stated objective was designed to work towards the broader goal to which it is assigned. The HDC used the SMART (Specific, Measurable, Achievable, Relevant, Time-Bound) model to develop each objective and this plan will attempt to describe how each objective fits into that framework. It should be noted that with many of the objectives in this plan, measurability may be a simple binary - complete or not.
- **Tasks and Steps:** When it comes to implementation, it is essential to outline the tasks or steps that will be necessary to reach each objective. This plan attempts to provide insight into these steps, but recognizes that conditions can change over time.
- **Responsibilities:** As the implementation of this plan will at times require assistance from numerous different entities and stakeholders, it was important to include them as a part of this plan.
- **Resources:** Generally speaking, it is very advantageous for the City to understand what materials, budget, or tools may be necessary to complete an objective early on in the process, as things like implementation, budget cycles, and staff or volunteer availability often do not align. As a general rule, it should be noted that the City understands that there are costs associated with staff time that can be attributed to each objective, and may be implied, though not explicitly listed in the Action Plan.



Get Back to the Basics [B2B]

To support existing historic resources and create an environment that is conducive to historic preservation.

The Historic Preservation Master Plan recognizes the valuable stock of historic resources that are currently designated within the City. As time marches forward, these resources will need to be maintained and treated consistently against the City's Historic Design Guidelines. In addition, opportunities for monetary support should be prioritized.

B2B-1 - Provide annual training for Historic District Commission and Historic District Study Committee members.

This *non-regulatory* objective intends to provide volunteers on the City's preservation-related bodies with trainings on the role of a commission or committee member or other important subjects. In order to provide consistent and well rounded education, there are two resources that should be leveraged: Michigan Historic Preservation Network's (MHPN) Historic District Commissioner Training and the National Alliance of Preservation Commissions' (NAPC) Commission Assistance and Mentoring Program (CAMP). Both training opportunities require membership, which the City of Birmingham already holds and renews annually. Beyond the cost of a membership, annual costs for the trainings themselves could be in the \$500-\$1000 range. As an added benefit, some of these trainings could also be open to the public. Scheduling trainings will be the responsibility of the Planning Department as liaisons to each body, and will require taking steps to contact MHPN or NAPC representatives and scheduling trainings at convenient times, most likely during regularly scheduled meetings.

B2B-2 - Perform biennial reviews of all historic district boundaries and resources.

Best practice suggests that communities should regularly review historic district boundaries and resources to track changes, enforce maintenance codes, and propose changes if necessary. The reality of these reviews are that they are time consuming and could generate more work as observations are made. Thus, this *non-regulatory* objective aims to review its stock every other year to allow for city staff or volunteers to manage the project effectively. The HDC will need to build this review into their routine, which could leverage the regular annual report process in which they report to the City Commission their activities for the year and action items for the upcoming year. This approach would also allow the City Commission to become more informed in regards the City's historic districts. This plans Facade Condition Assessment project could be considered the first iteration of this objective. Preparation for future reviews should begin in 2027 for reporting in 2028. In terms or resources, staff time is the main consideration.

B2B-3 - Update the City's historic preservation webpage with current information and resources.

Digital resources are becoming more and more of an asset for local governments and their preservation activities. The City's website is modern and user-friendly, and in many cases acts as an easy entry point for people to learn about the City. At present, the historic preservation related pages of the site are outdated and require a focus shift. This is a *non-regulatory* objective that should be completed as early as possible in 2026, even considering that there may be some digital resources that are not yet available to place on the site. The Planning Department would work closely with the City's Communications Department, who are the main administrators of the City's website. This objective could be completed with little in terms of resources, which could include requests for service to our website provider (currently Revise) for any novel requests or structural changes.

B2B-4 - Create simple, high quality resources for commonly requested information including (but not limited to) the process for historic designation, what it means to be a designated historic resource, and the “do’s and don’ts” of preservation.

The most common questions that the City gets related to historic preservation are based on what it means to be historically designated and what can or cannot be done on building or site if it is historically designated. These questions often lead to a lot of misconception about historic designation that have proven to be antithetical to the City's preservation goals. The *non-regulatory* objective to produce these resources is a simple exercise, as the City has much of the necessary information, as well as the technical tools to produce approachable, high quality documents. Based on feedback and experiences shared by HDC & HDSC members as well as the public, this objective should be completed in 2026, as it may be considered an enabler for future objectives.

B2B-5 - Pursue a nomination of City Hall and the Baldwin Public Library to the National Register of Historic Places.

A major theme of the “Back to the Basics” goal is to ensure that in seeking to expand the City's stock of historically designated resources, we do not forget about the existing stock. These two particular resources are government controlled and have been contributing to the City's historic preservation efforts for 100 years. As noted in an earlier section, this objective would be considered *non-regulatory*, as National Register nominations have no protections build in at the federal level. The nomination process for buildings is rather arduous, thus this objective should be considered a lesser priority in comparison to others beginning in 2028. Although arduous, there are no application fees or other direct costs to be placed on the National Register. It is anticipated that the Planning Department would work closely with the Birmingham Museum, City Commission, and Michigan State Historic Preservation Office to achieve this objective.



B2B-6 - Review and update historic preservation ordinances to meet current needs.

The City's historic preservation ordinances are *regulatory*, and are legally necessary to engage in the historic design review processes and other preservation activities in the City. Although the current ordinances appear to be aligned with the requirements of Public Act 169, the City should review these ordinances to ensure that they align with the goals of the City while also maintaining adherence to State and Federal statutes. These updates could be as minor as formatting and grammar, or could be broader changes to the roles and duties of the HDC or HDSC. Because the ordinances are considered legally sound and up to date in terms of design review standards and processes, this objective should be pursued in 2029 after other work from this plan is completed, which is expected to reshape the preservation environment in Birmingham. Thus, it would be helpful to ensure that any ordinances reflected that new environment after it is formed. This objective will be carried out by the Planning Department in close coordination with the City Attorney, and will be overseen by the HDC and City Commission. As the historic preservation ordinances are hosted in the Municode online platform, there will be a minor cost to update the language if/when adopted by the City Commission. However, maintenance of the Municode platform is currently budgeted for on an annual basis, so no budget updates are expected to be required.

B2B-7 - Develop policy and procedures for the review of work performed on noncontributing resources/properties within historic districts.

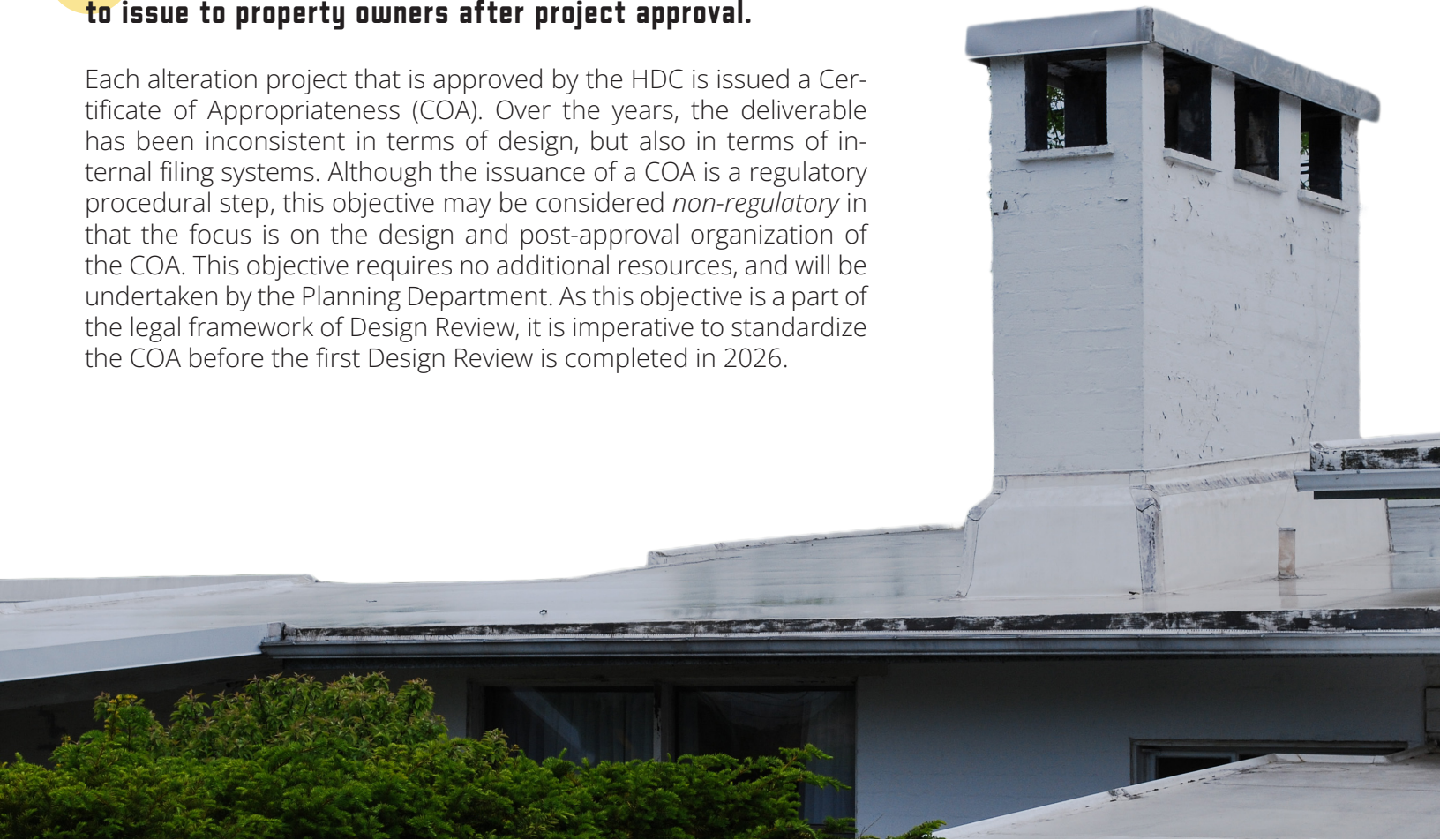
The historic district ordinances of the City of Birmingham state that all plans that include work, such as addition/alteration, to the exterior of a resource and/or its site shall be reviewed by the HDC. The ordinance defines resource as “one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features, or open spaces located within a historic district.” Up to this point, the City has done a poor job of regulating buildings or properties within historic districts that are not specifically listed as designated historic resources. As a general rule, all properties within a district have a potential to impact the character and feel of the district, which is why such regulations exist in Birmingham and other communities across the nation. As this objective is again considering the enforcement of existing ordinances, it is considered *regulatory*. This objective will be carried out by the Planning Department and Historic District Commission with the assistance of the Building Department. There are no additional resources required for this objective, as the City already has the tools and systems necessary to complete. For this reason, the objective should be completed in 2026.

B2B-8 - Increase and regularize enforcement of maintenance requirements to ensure that historic materials are not lost to neglect.

The number one issue for historic buildings in Birmingham is maintenance. It is both a tedious task, and sometimes an expensive endeavor. Although our ordinances require the exterior of every resource to be maintained in a workmanlike manner, the City has been unable to keep up with the enforcement of these codes, which has led to significant deterioration of historic material that, in some cases, cannot be repaired. As the City looks to expand its portfolio of historic resources, the task will only become a larger challenge. For this reason, it is imperative to jumpstart this *regulatory* objective in 2026 to ensure that the City can quickly develop a program of enforcement to stem the tide of deterioration of historic materials. Enforcement will be the responsibility of the Building Department and Planning Department.

B2B-9 - Develop a consistent Certificate of Appropriateness to issue to property owners after project approval.

Each alteration project that is approved by the HDC is issued a Certificate of Appropriateness (COA). Over the years, the deliverable has been inconsistent in terms of design, but also in terms of internal filing systems. Although the issuance of a COA is a regulatory procedural step, this objective may be considered *non-regulatory* in that the focus is on the design and post-approval organization of the COA. This objective requires no additional resources, and will be undertaken by the Planning Department. As this objective is a part of the legal framework of Design Review, it is imperative to standardize the COA before the first Design Review is completed in 2026.



Embrace Proactivity [PRO]

To transition the City from a reactive approach to historic preservation to a proactive one and meet people where they are.

The City has access to a multitude of resources from data to social networks to several useful tools that can be leveraged to ensure that irreplaceable resources are not lost to neglect, and that new pockets of history in Birmingham can continually be discovered. At times, the community may not know what it has until it is brought to them.

PRO-1 - Engage with realtors, brokers, and other persons engaged in the sale of land and buildings towards the preservation of historic buildings.

This *non-regulatory* objective aims to leverage what could be considered front-line individuals that are heavily involved at critical junctures in a properties lifetime. There are many benefits to engaging with these types of individuals at the time of sale/purchase of a historic property, predominantly regarding the transfer of information during due diligence periods. At no point after the purchase of a historically designated property should the buyer have questions as to whether or not their new building is historic, it should be communicated early and often and the City should ensure that expectations are clear and acknowledged. The Planning Department will be the main contact point for this objective, but will likely require assistance from the Birmingham Museum and real estate professionals in the area. It is not anticipated that this objective will require monetary resources, but there may be tools required in terms of access to real estate databases or software that could be considered. This objective should be started in 2028 after the City has time to build its capacity and resource base. Ultimately, the City could explore the expansion of this objective to consider other buildings that may be considered historic, but may not be designated at the time.

PRO-2 - Petition for historic designation of all remaining Wallace Frost designed homes in the City.

The City has long acknowledged the importance of local architect Wallace Frost and his architecture in Birmingham. There were 44 buildings in Birmingham known to have been designed by Wallace Frost. At present, there are only 36 remaining. Today, only 3 of the 36 have been historically designated. When it comes to considering places to start in expanding the City's stock of historic resources, protecting the remaining Wallace Frost designed buildings may be considered low hanging fruit. This objective would be considered *regulatory*, as the end result would be listing in the historic district ordinance and requiring that these properties adhere to the regulations within. As outlined in the historic district ordinance, the City Commission and HDSC would be responsible for designating these resources, and would receive support from the Planning Department and Birmingham Museum. It should be stated that this objective will also heavily involve the owners of these properties, as the City would be seeking *voluntary designation*. With the coordination required, as well as a strong desire to build support from Wallace Frost property owners, this objective should be started when the environment is right, perhaps in 2029.

PRO-3 - Perform a full reconnaissance level survey of the Little San Francisco neighborhood.

The Little San Francisco neighborhood is the oldest neighborhood in Birmingham. Reconnaissance level surveys are designed as a “first-look” at a neighborhood or broad group of potentially historic resources. The survey would collect and record basic information through a review of existing files and data sources, and form an exterior review of the buildings. This information is then assembled in a final report that outlines the character and history of the area. This report may be used in support of the historic designation of specific buildings or areas in the future should the City and/or neighborhood wish to commence that process. This type of survey can be completed by a combination of the Planning Department, HDC, and HDSC, and is a *non-regulatory* process. The forms that guide these surveys are free and readily available. This objective should be considered in 2028.

PRO-4 - Study the feasibility of preservation overlay zoning districts in the City.

The City's Zoning Ordinance is a *regulatory* tool that is supported by the City's comprehensive plan, in this case the Birmingham Plan 2040. The 2040 Plan and preservation overlay districts have something in common - both contain features that are aimed at protecting the distinctive character of Birmingham's neighborhoods. In the case of the 2040 Plan, the character-based recommendations are aspirational. That is, to be enforceable, they need to be translated into zoning ordinances. As the City moves forward with the Zoning Ordinance update project that is expected to begin in 2026, preservation overlay zoning should be studied for use as a tool for preserving neighborhood character. The timing is right, and resources have already been allocated to the Zoning Ordinance Update project. The Planning Department would be responsible for engaging with the consultant team and community members during the update project.

PRO-5 - Generate a list of ready-made historic preservation projects eligible for Certified Local Government grant funding.

Since becoming a Certified Local Government (CLG) in 2010, the City of Birmingham has only received 1 grant award from the program in the amount of \$20,000, which funded the recent Historic District Design Guidelines project. As we understand it, [CLG grant funding](#) is readily available on an annual basis, and frequently underutilized. This *non-regulatory* objective would provide for better, more efficient access to a funding program that could jumpstart many of the objectives within this plan, or other projects that the HDC or City Commission feel are worthwhile. The Planning Department, together with the HDC, should procure a list in 2026 in preparation for the 2027 CLG grant cycle.

PRO-6 - Develop a network of historic preservation advocates to support historic preservation efforts in the City.

In the City of Birmingham, we are constantly impressed by the willingness of residents to volunteer their time and experience toward furthering the goals of government. The City has also observed groundswells of public support for the preservation of historic places, unfortunately often at times when it is too late. As a *non-regulatory* objective, the City may explore some creative opportunities and tools to connect like-minded people including social media, constant contact groups, or neighborhood associations. The Planning Department would be responsible for setting up the city-based systems with the assistance of the Communications Department, but much of the network building can also be supported by the HDC, HDSC, and City Commission. Although progress on this objective could start immediately, the full network of preservation advocates may not be completed and ready to mobilize until 2028.



PRO-7 - Coordinate with the Planning Board and City Commission in the implementation of the Birmingham Plan 2040 to ensure that the historic preservation goals of the City are reflected in broader planning.

As noted earlier in this plan, historic preservation planning works best when it is integrated to a communities broader planning and policymaking activities. The master planning activities of the last two years in the City has created a collaborative environment that must be carried through to implementation. Coordination could be improved through leveraging existing tools such as joint meetings, or could be strengthened by developing new communication tools between the HDC, Planning Board, and City Commission. The Planning Department and City Manager’s office will be responsible for these *non-regulatory* efforts. Although implementation timelines are different for the separate plans, there are several opportunities available through 2027 to achieve this objective with no additional costs incurred.

PRO-8 - Adopt a demolition delay ordinance.

Demolition delay ordinances are a *regulatory* tool that enable communities to trigger a temporary waiting period before a building is demolished, which gives the HDC, HDSC and/or City Commission time to review and document any potential historical significance as well as explore alternatives to demolition. Although demolition delay ordinances do not guarantee preservation, it at least provides an opportunity to consider preservation or other alternatives before a permit is issued. This objective will require the Planning Department and Building Department to coordinate efforts to develop the language, and may necessitate that the HDSC be authorized to meet to perform the functions of the ordinance. Due to the rate at which building are being demolished, the City should pursue this objective in 2026.



Interested in seeing what a Demolition Delay Ordinance could look like?

- [PITTSFIELD, MARYLAND](#)
- [PAWTUCKET, RHODE ISLAND](#)
- [CHICAGO, ILLINOIS](#)
- [NEWBURYPORT, MASSACHUSETTS](#)
- [WESTPORT, CONNECTICUT](#)

PRO-9 - Incorporate historic preservation values, principles, and processes into municipal policy, facilities planning, and programs at all levels of municipal activity.

This *non-regulatory* objective aims to broaden the reach of historic preservation to all City Departments, Boards, Commissions and Committees to ensure that the goals of this plan can be supported by more than just the Planning Department, HDC, HDSC, and City Commission. It just so happens that Birmingham’s City Hall and the Baldwin Public Library are designated historic resources, which demonstrates a commitment beyond paper, policy and plans. However, there are other considerations to be had in efforts such as strategic planning, budgets, public services and maintenance (to name a few) that could do well to incorporate more historic preservation principles, even at a high level. This responsibility may be borne by the City Managers office with assistance from the Planning Department, and would require little in terms of resources beyond staff time. Due to competing priorities and the effort required, it would be fair to target 2029 for this objective.

PRO-10 - Create a financial incentive program in Birmingham to support historic property owners in the maintenance and upkeep of their historic buildings.

The interest in some sort of financial incentive to support historic property owners in rehabilitation or maintenance project was one of the top issues for residents and property owners in the City. Generally speaking, current opportunities for financial incentives can be broken into two categories: tax breaks and grants. Both would be new concepts in the City, and both provide for their own unique challenges. Although this is a highly sought after objective, it requires a delicate approach and careful policy crafting to ensure fairness, legality, and longevity. This objective would be considered *non-regulatory*, and the resources required are uncertain at this time, and highly dependent on the approach. In any event, the City should look to have a program drafted by 2030. The Planning Department would work closely with the Finance Director, City Attorney and City Manager on proposals related to financial incentives.

PRO-11 - Resurrect the City’s Heritage Home Program to recognize buildings at or older than 100 years of age.

When considering historic preservation programs in the City, it is important to have options. It is true that not all property owners with old or eligible buildings are interested in local historic designation. This is where the Heritage Home program could fit back into the fold. This resurrected, *non-regulatory* program could offer a different starting point for many people, and could act as a stepping stone to full historic designation. In restarting this program, however, the City should make sure to track and collate data much better than the first time around, as the point of this program is to recognize history, which is difficult to do without the tools to do so. Depending on the approach that the City takes in restarting this program, costs incurred could be in the \$200-\$500 range for each new plaque. The Planning Department has managed this program in the past, and assistance could be provided by volunteers on the HDC or HDSC. The program should be developed in the later stages of 2026 after some other important objectives are complete.



PRO-12 - Develop an annual budget and regular allocation of funds to support general historic preservation activity in the City.

Although historic preservation work in the City is mostly performed by City Staff and volunteers, there are at times projects or activities that may cost money. This can range from the aforementioned trainings in B2B-1 to grant matches and everything in between. Providing the HDC & HDSC with an annual budget, a *non-regulatory* action, would further the City's commitment to historic preservation and allow flexibility when considering projects. The budgetary allotment would not be significant to start, perhaps in the \$5,000-\$10,000 range annually. It is worth noting that these funds would need to be approved by the City Commission in both their potential allocation and expenditure. The funds would likely be managed by the Planning Department as liaisons to both groups, but will be overseen by the City Manager. The Planning Department should make this request in the 2027-2028 budget cycle when more progress is made in this Plan.

PRO-13 - Historically designate 40 additional buildings or properties by 2040 ["40 by 40"].

Historic designation is a big deal. Adding 40 additional buildings to the City's existing stock of 82 (a 50% increase) would be an even bigger deal. If this sounds like a tall task, it certainly is. However, 40 new historic properties is only 5% of the homes currently over 100 years old, and is 0.5% of the overall number of buildings in the City. This *regulatory* objective, "40 by 40," is catchy and marketable as a historic preservation tactic, which could encourage property owners who may already be thinking about designation to commit to be a part of this exclusive group of properties. As the City needs all the time it can get to achieve this objective, developing materials and other marketing-type approaches should be started right away in 2026. The Planning Department and Communications Department would be the main drivers of this objective. As City Staff has the graphic design and communication skills necessary to build this program as well as the volunteer work of the HDSC to administer designations, there would not be any extra anticipated cost.



"Old ideas can sometimes use new buildings. New ideas must use old buildings."

Jane Jacobs
The Death and Life of Great American Cities
1961

Inform and Engage (INF)

To boost the profile of historic preservation in Birmingham to a level that unifies public opinion towards historic preservation in the City.

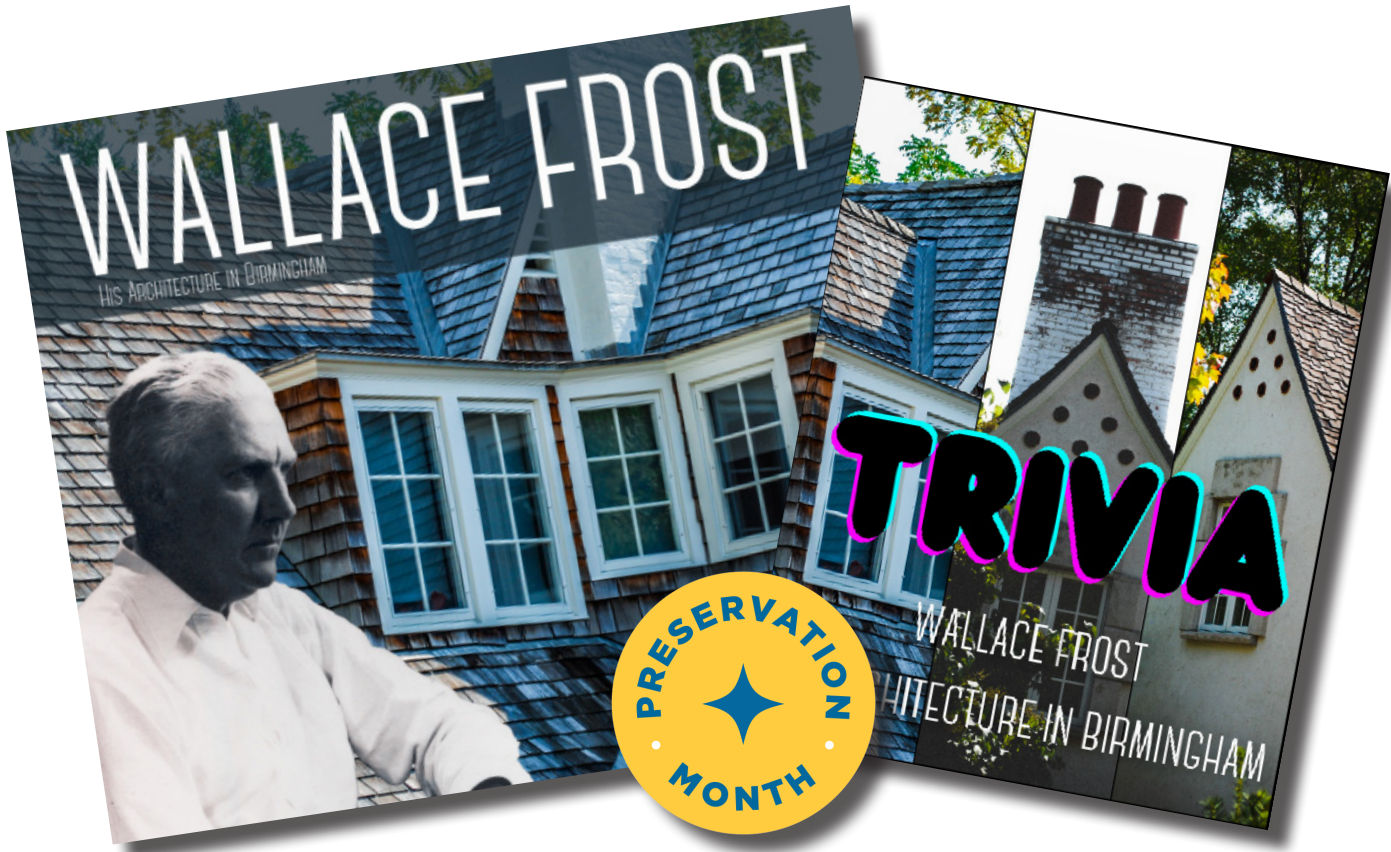
To build continued support for historic preservation in Birmingham, the City must provide the community with the information it needs to understand what it means to preserve and why it is important. Emphasis can be added to robust data and accessibility of information.

INF-1 - Work with the Birmingham Museum to provide current, accurate descriptions of designated historic resources within the City.

The Birmingham Museum is a wealth of information and will continue to be the number one resource for information related to the City's historic properties. In the early 2010's, the Planning Department put together a file for each of the City's designated historic properties as a sort of "quick-reference" for use by the Planning Department. These folders have since become outdated, as are the descriptions within them. The Planning Department uses these descriptions during Design Reviews as well as for the historic plaque program. As this work will take considerable time and effort on the part of the Birmingham Museum, it would be best to give as much time to prepare as possible with a goal of 2028. At this time, there would be no cost in achieving this *non-regulatory* objective. Once completed, the City should make these resources available as a digital resource on the City's website.

INF-2 - Provide unique programming during National Historic Preservation Month every year.

Every year in May, the [National Trust for Historic Preservation](#) (NTHP) celebrates National Historic Preservation Month. Each year has a special theme, such as "People Saving Places" or "Harnessing the Power of Place." The NTHP provides the theme, free digital marketing kits, and stories to share. This toolkit makes celebrating preservation month that much easier, and that much more interesting. These activities provide for a unique opportunity for the community to showcase a piece of their history and channel some of the energy from the celebration into their preservation programs. In 2025, the City made their first major preservation month push with a well received celebration of [Wallace Frost](#), which involved themed social media posts, proclamations, newsletters, public engagements, and even a trivia challenge. This *non-regulatory* objective suggests that the City should build on the success of the program and endeavor to provide similar programming on an annual basis. Programming will be led and designed by the Planning Department, but will include assistance from the Communications Department and Department of Public Services.



INF-3 - Develop and install historic district signage that is consistent with the wayfinding program for the City.

In 2024, the City adopted a [Wayfinding and Signage Master Plan](#) to provide guidance to Birmingham personnel and outside consultants involved in specifying, fabricating, and installing signs for the City. It is designed to guide the use of the Birmingham design standard and to assure that it is correctly and consistently applied. The design scheme is based on the Freedom of the Human Spirit sculpture located in Shain Park, which is also integrated in the City's logo. In an effort to integrate historic preservation into City branding and wayfinding, the HDC should endeavor to develop complementary wayfinding signage for its historic districts and historic places. This *non-regulatory* objective would require funding from the City Commission, as well as potential design consultation services. The Planning Department and Communications Department spearhead the City's wayfinding program and should continue to do so with the assistance of the Wayfinding and Branding Committee. At this point, it would be best to consider this objective after the City has completed the first phases of the broader wayfinding program in 2029.

INF-4 - Produce updated historic plaques for all designated historic buildings in the Central Business Historic District.

Recently, the City has noticed that the majority of the existing commercial historic plaques have begun to deteriorate. The existing plaques, which were the first of their kind, were constructed of porcelain enameled steel and mounted to a bracket. The initial plaques were placed as a part of a voluntary, *non-regulatory* program, which the City would look to continue. The City was recently given an opportunity to replace two plaques downtown after one was stolen and the other removed for construction. At that point, it was clear that the existing style would be very hard to recreate, and at a cost of nearly \$600 a sign, the effort would be cost prohibitive. Thus, the City purchased two plaques to use as a pilot for a new program. These plaques are constructed of acrylic with applied vinyl, and are attached to the building on standoffs. At around \$200 a plaque, they are much more cost-effective, and have a much cleaner aesthetic. The Planning Department will manage this program with content help from the Birmingham Museum, and currently has an annual budget of \$1,000 to purchase historic plaques. As a single years budget will not be sufficient to replace all of the existing plaques, the City should begin in 2026 by taking an inventory of all remaining plaques and create a replacement program that prioritizes the most damaged plaques.

INF-5 - Create more opportunities for the City to interact with property owners of historic resources.

It is unfortunate that often the only time the City and historic property owners interact is during the Design Review process, which can sometimes be stressful and can create an adversarial relationship that deepens misconceptions about historic designations. In engaging historic property owners during this planning process, it became clear that these property owners have so much more to offer in experience and perspective that the City would be wise to leverage. The Planning Department is well suited to create these opportunities, and will surely benefit from including the HDC and HDSC at times. The City should look to spend time developing these opportunities and explore different options to ascertain what might be most beneficial for both parties. 2028 would be a realistic timeframe to complete this *non-regulatory* objective.



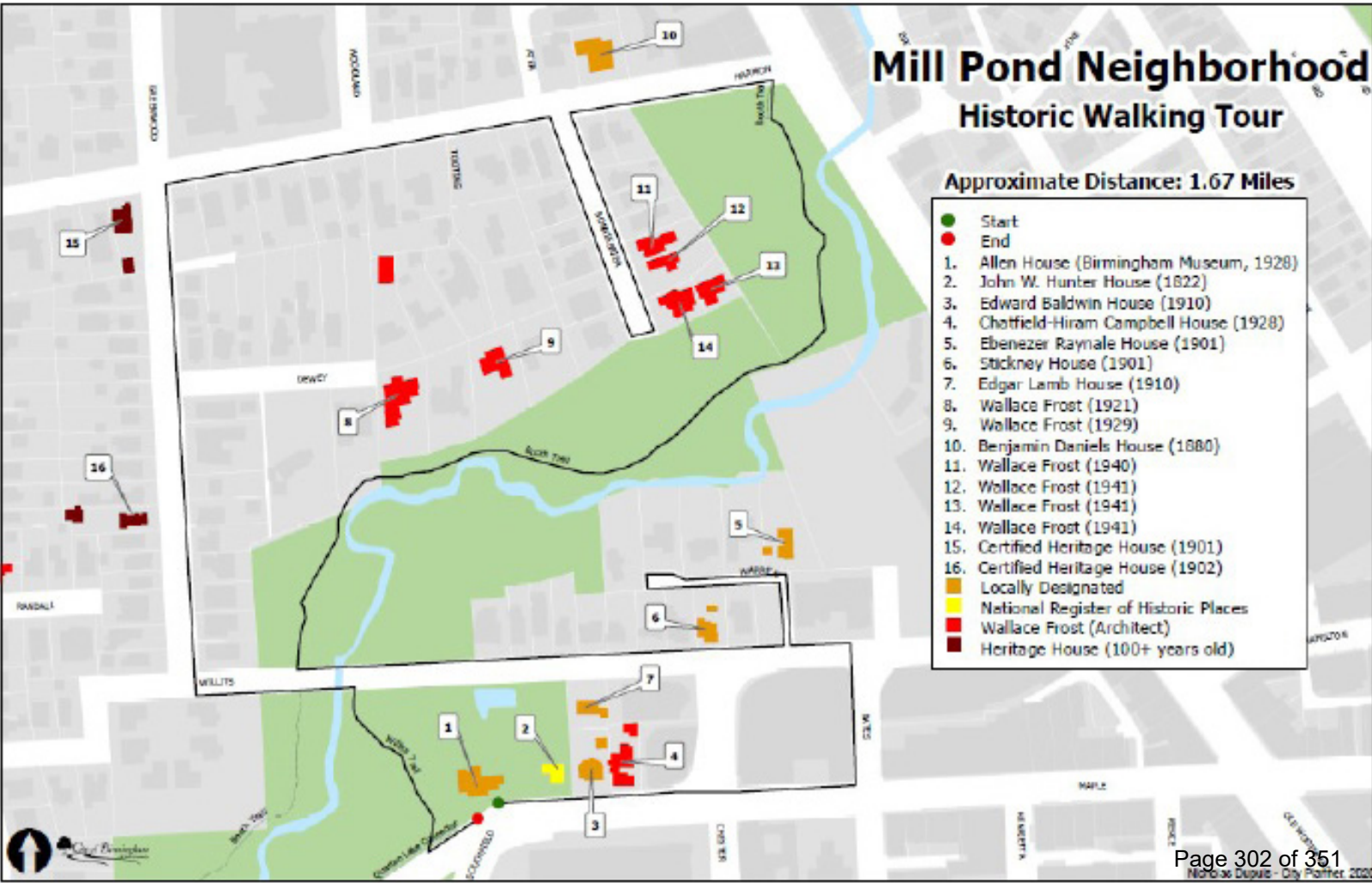
Did you know that the artist that created the Freedom of the Human Spirit (the inspiration for Birmingham's logo and branding), Marshall Fredericks, lived in a Wallace Frost designed house on Lake Park?

INF-6 - Establish an annual Preservation/Conservation Awards Program to highlight and celebrate preservation and conservation initiatives and achievements by residents and entities in Birmingham.

With the high levels of complexity and creativity required for rehabilitation projects in the City, it could be beneficial to recognize projects that rise to the top in terms of approach, execution and results. The HDC would need to develop criterion, plan an awards ceremony, and determine how these projects would be recognized. Awards programs are *non-regulatory*, and exist to build energy and draw attention to preservation in the City. Developing the program would not require funding, however the procurement of any physical award would likely require funds to be budgeted and planned for annually. Most of these responsibilities will be borne by the Planning Department, and should not be considered until the City's preservation program is a little more built out. This program could start in 2030 and used to usher in a new era of historic preservation in the City.

INF-7 - Develop historic tours as a part of the Birmingham Shopping Districts tourism initiatives.

Walking tours are a simple, low cost opportunity that provides the public with what might be considered the best way to experience a historic property - live and in living color! This *non-regulatory* objective recognizes that there have been several historic walking tours developed by both the Planning Department and the Birmingham Museum over the years, but they have not been coordinated up to this point. With the [Birmingham Shopping District's](#) (BSD) recent tourism initiatives, the environment is ripe to collaborate on walking tours that can be hosted on the BSD's updated, state of the art webpage. The Planning Department and Birmingham Museum should collaborate to create walking tours of historic districts, but also historic neighborhoods and other historic places that may not be designated at the time. This plan suggests developing basic tours by 2028, and building on success as time goes on.

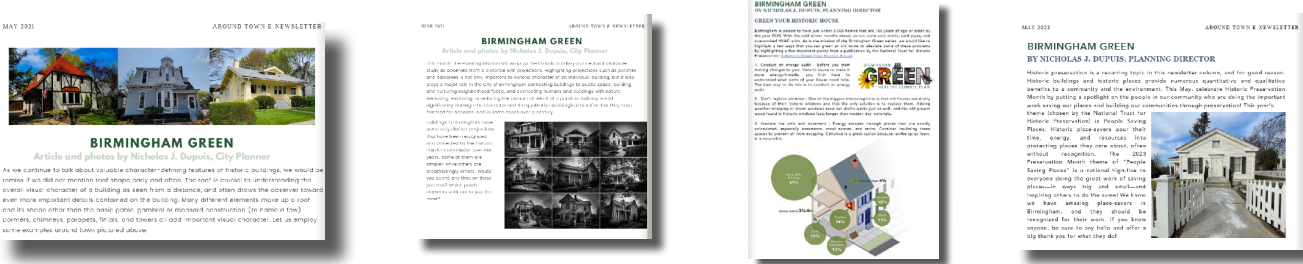


INF-8 - Through city staff, provide technical support to the owners of historic properties on the Michigan State Historic Tax Credit program.

An added benefit of any communities historic preservation program would be to provide technical support to its historic property owners when seeking state historic tax credits. Having recently been resurrected in 2020, these tax credits became available to properties that are listed in the National Register of Historic Places, the State Register of Historic Sites, or be in a local historic district, and either be individually listed or contribute to a listed district in order to be eligible for the State Credit. Although the City does not currently have experience working with tax credit projects, providing the opportunity for city staff to become well-versed in the process could provide a unique and lucrative public service to Birmingham residents and property owners. Non-profits and other advocacy groups are regularly lobbying to increase the funding for these tax credits, which are often quickly exhausted. Technical support services are a *non-regulatory* approach to historic preservation, although the application process itself and the eligibility requirements for tax credits can feel like they are regulatory at times. The Planning Department would be the best fit to provide these services, but may consult with the Finance Director at times to better understand the financial side of the issue. As the City continues to monitor the status of the State tax credits, it should consider 2030 as a reasonable goal to have something in place.

INF-9 - Provide regular historic preservation related content in the City’s newsletters.

The City’s [Around Town E-Newsletter](#) and [Birmingham Beat](#) printed newsletter are valuable engagement tools that have a strong presence, high quality design, and high interaction rates. The Planning Department uses these newsletters to discuss historic preservation issues in a more candid, casual manner that is often a much needed respite from the technical side of historic preservation. This *non-regulatory* objective can continue in 2026 and through the lifespan of this plan. These newsletter articles are written by the Planning Department and formatted by the Communications Department.



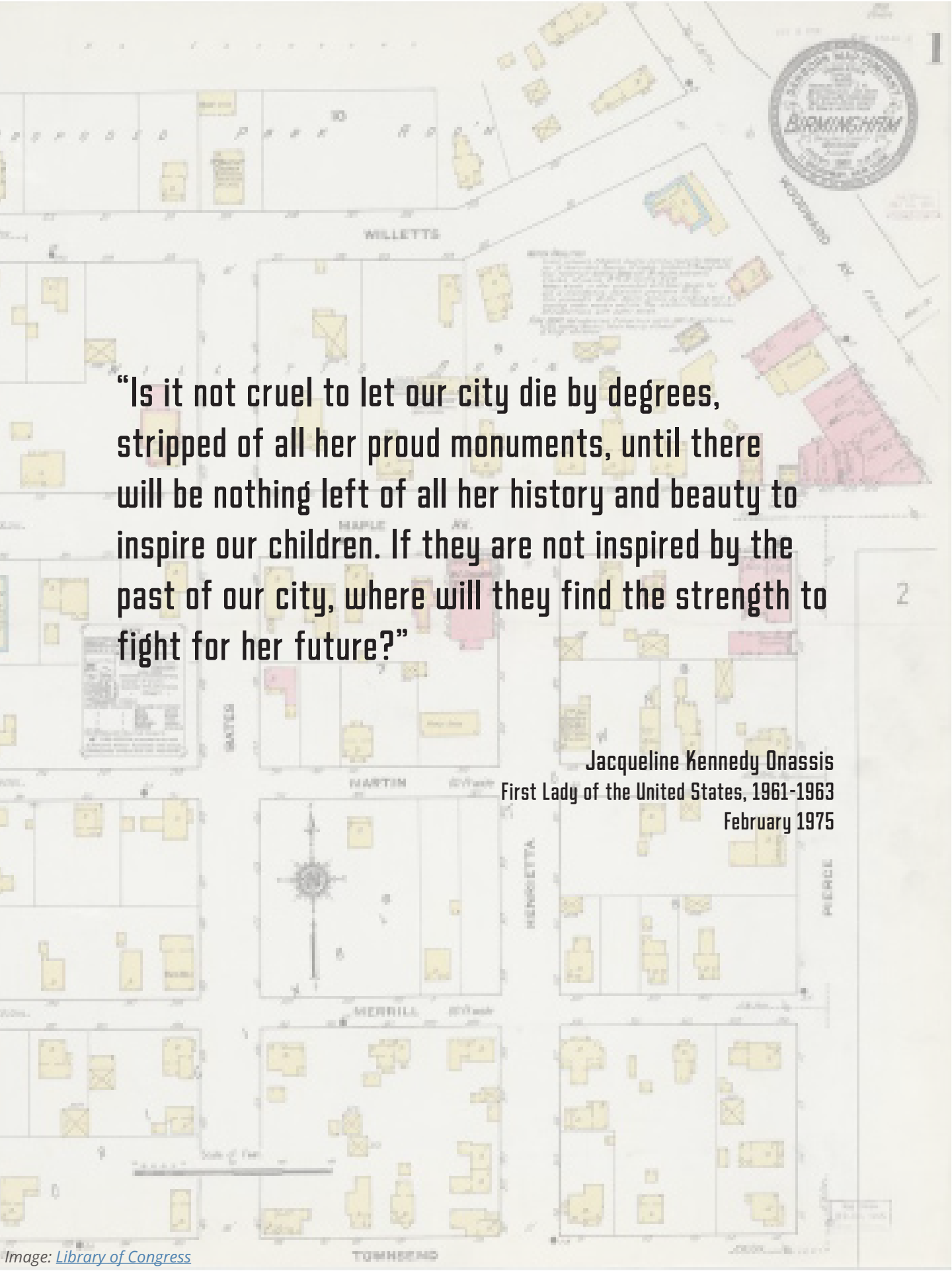
INF-10 - Together with the Birmingham Museum, develop or expand historic context statements for each of the City’s historic resources.

The context in which a property, building, or place is historic is an important part of understanding its significance and why it is worth saving. These historic context statements can also explain how each resource may fit in with others in the City, and for what reasons. Creating these statements, a *non-regulatory* objective, can help make historic preservation a little more approachable and relatable to many different people. Developing these statements would be of no cost, and would be completed by the Planning Department and Birmingham Museum. These types of actions could be started in 2028 when the initial objectives are complete or well underway.



Interested in signing up to receive City newsletters and other communications?

- [BIRMINGHAM COMMUNICATION RESOURCES](#)



CONCLUSION

A Call to Action

Historical preservation preserves character, roots, and stories that span generations. Birmingham’s stock of historic places is special. It ranges from 3 nationally registered historic sites (and counting), to over 80 locally designated resources, to an abundance of eligible buildings anxious to be discovered. With Birmingham’s walkable and inviting community, it is uniquely possible to have intimate interactions everyday with the City’s rich past.

As a general rule - every old building is special, complete with its own identity and its own distinctive character, its own experiences, and its own personality. In Birmingham, that comes in many different shapes, sizes, materials, craftsmanship, and decorative details. What is worth preserving? Why is it important? This plan submits that every building deserves a chance to be considered for its historical value no matter its age, prominence, or disposition.

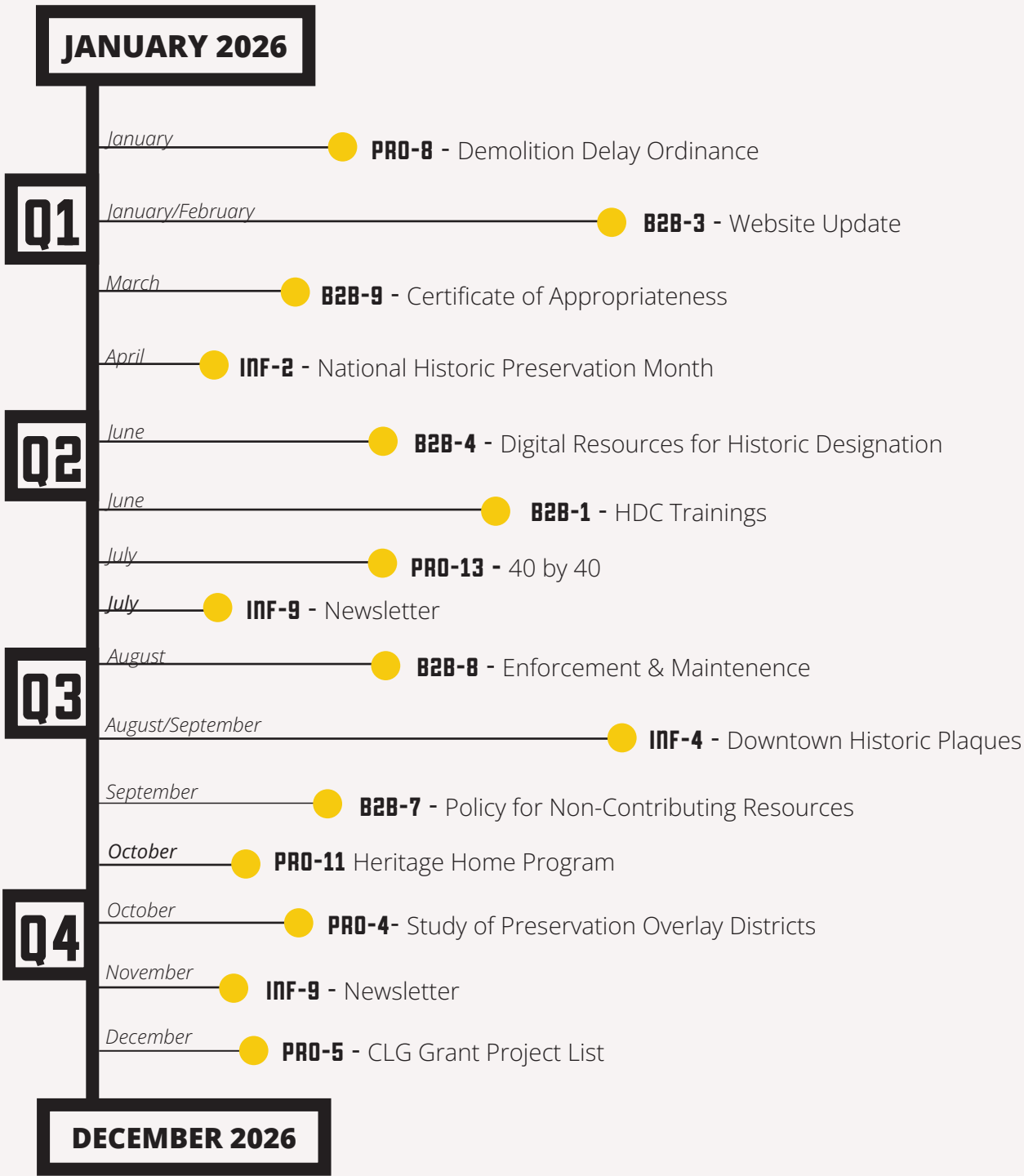
Successful historic preservation practice requires the Birmingham community to coalesce and support the historic preservation projects and policies that are envisioned in this plan to protect historic places from demolition and neglect, because **ONCE IT IS GONE - IT IS GONE FOREVER**. As we look to the future, success can start with a conversation, a short walk, a unique experience, or a new idea.

In closing, this plan offers much in terms of opportunity to gain (or rather retain) something that is purposeful, meaningful, and accessible. Moreover, the spillover effects are undeniable. Historic preservation is positively correlated with sustainability and the reduction of greenhouse gas emissions. Economically, historic preservation can have positive impacts in boosting property value, creating jobs, and driving tourism. For the community, historic preservation provides a sense of identity and civic pride while also fostering connections to the past. It is our hope that this plan drives you to ask questions, talk to your neighbors, and think about historic preservation in a different way.



First Steps

Achieving the goals of this plan will require a strategy that balances time, resources, and scope to produce a high quality product that can stand the test of time. As such, the Action Plan set timing goals for each objective to help the implementors of this plan stay tight to task. The following graphic summarizes the suggested order of operations for the first year of implementation:



GLOSSARY

Key Terms & Acronyms

The following terms and acronyms were collated from various historic preservation sources including the National Park Service, Michigan Historic Preservation Network, and National Alliance of Preservation Commissions.

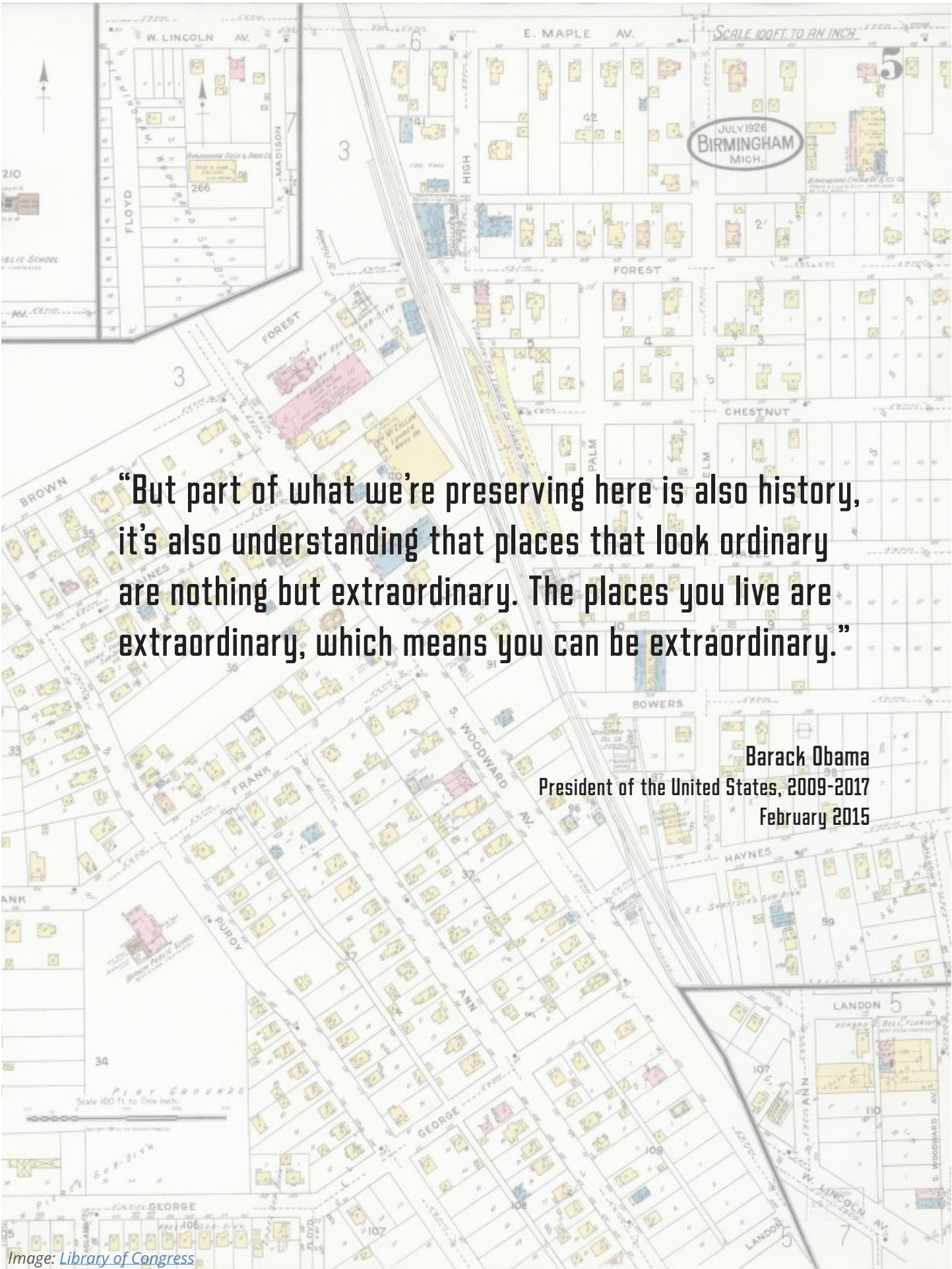
- **Certificate of Appropriateness** - Written approval of a permit application for work in a local historic district by the Historic District Commission, indicating that the work is appropriate and does not adversely affect a resource.
- **Contributing Resource** - A building, structure, object, or site adding to the significance of a historic district.
- **Design Guidelines** - Standards of appropriate activity to preserve the historic and architectural character of a building, structure, object, or site.
- **Historic Context**- A unit created for planning purposes that groups information about historic properties based on a shared theme, specific time period and geographical area.
- **Historic District Commission (HDC)** - A local governmental board responsible for overseeing design review for locally designated districts in Michigan.
- **Historic District Study Committee (HDSC)** - A committee appointed by a local government in Michigan to survey a potential historic district and prepare a recommendation report for review and consideration.
- **Historic District Ordinance** - Local law enacted under Michigan PA 169 of 1970 to allow a local unit of government to establish and administer local historic districts, including establishment of a HDC.
- **Historic Preservation** - The process of identifying, protecting, enhancing, and interpreting buildings, structures, sites, objects, districts, and landscapes of historic and cultural significance.
- **Historic Property** - A district, site, building, structure or object significant in American history, architecture, engineering, archeology or culture at the national, State, or local level.
- **Historic Resource** - Any prehistoric or historic building, structure, object, or site included in or eligible for a historic register.
- **Integrity** - The authenticity of a property’s historic identity, evidenced by the survival of physical characteristics that existed during the property’s historic or prehistoric period.
- **Intensive Survey** - A systematic, detailed examination of an area designed to gather information about historic properties sufficient to evaluate them against predetermined criteria of significance within specific historic contexts.
- **Inventory** - A list of historic properties determined to meet specified criteria of significance.

- **Local Historic District** - An area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture designated by the local unit of government.
- **Michigan Historic Preservation Network (MHPN)** - A statewide non-profit historic preservation membership organization “advocating for Michigan’s historic places to contribute to the economic vitality, sense of place, and connection to the past.”
- **Michigan Historical Commission (MHC)** - State commission advising the Department of Natural Resources on historical artifacts and materials and on the dissemination of information on Michigan’s history including the historical marker program.
- **Michigan Historical Marker Program** - Historic sites, events, objects, subjects, and persons having historic significance to the state of Michigan marked at a significant location by signage erected under authority of the Michigan Historical Commission (PA 10 of 1955).
- **Michigan State Register of Historic Sites** - The list of historic sites, events, objects, subjects, and persons having historic significance to the state of Michigan marked at a significant location through the Michigan Historical Marker Program (PA 10 of 1955).
- **National Alliance of Preservation Commissions (NAPC)** - A national non-profit membership organization supporting local historic preservation commissions.
- **National Historic Landmark (NHL)** - A district, building, structure, site, or object of national significance, designated by the U.S. Secretary of the Interior for possessing exceptional value or quality in illustrating or interpreting the heritage of the United States.
- **National Historic Preservation Act (NHPA)** - A federal law that fosters the identification, evaluation, and protection of historic and prehistoric resources in the United States enacted in 1966.
- **National Parks Service (NPS)** - A federal agency within the Department of the Interior that works to preserve unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations



GLOSSARY CONTINUED...

- **National Register of Historic Places (NRHP)** - The Official list of the nation’s historic places worthy of preservation.
- **National Trust for Historic Preservation (NTHP)** - National non-profit membership organization that “protects significant places representing the nation’s diverse cultural heritage.”
- **Non-Contributing Resource** - A building, structure, object, or site that does not add to the significance of a historic district.
- **Preservation (Treatment)** - Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.
- **Public Act 169 of 1970, as Amended (PA 169)** - Michigan law, also known as Michigan’s Local Historic Districts Act, that provides a legal foundation for the creation and administration of local historic districts.
- **Reconnaissance Survey** - An examination of all or part of an area accomplished in sufficient detail to make generalizations about the types and distributions of historic properties that may be present.
- **Reconstruction (Treatment)** - Reconstruction is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
- **Rehabilitation (Treatment)** - Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.
- **Restoration (Treatment)** - Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
- **Secretary of the Interior’s Standards (SOI Standards)** - Typically refers to the Standards for Treatment of Historic Properties—Preservation, Rehabilitation, Restoration, & Reconstruction. However, Standards are also available for Preservation Planning, Identification, Evaluation, Registration, Qualification, and Historical, Archaeological, Architectural, and Engineering Documentation.
- **State Historic Preservation Office (SHPO)** - Established by the NHPA, the agency in each state or territory that administers the national historic preservation program. The Officer is appointed by the Governor to oversee its functions.



APPENDIX

Facade Condition Assessments

As a part of this planning process, the Planning Department and the Historic District Commission performed facade condition assessments of the existing inventory of historic places in the City. These assessments were structured using sections of the [Michigan Above Ground Survey Manual](#) and contain observations about the condition, alteration, or other details related to the property.

Due to the size of the document, the completed facade condition assessments are being hosted on the City's website, and may be reviewed through the following link:

[**2025 FACADE CONDITION ASSESSMENTS**](#)
CLICK HERE TO FOLLOW LINK

Helpful Links

- [City of Birmingham, Michigan Website](#)
- [Birmingham Historic District Design Guidelines](#)
- [Birmingham Code of Ordinances, Chapter 127 - Historic Districts](#)
- [Birmingham Historic District Commission](#)
- [Birmingham Historic District Study Committee](#)
- [Birmingham City Commission](#)
- [Michigan State Historic Preservation Office Website](#)
- [Michigan Historic Preservation Network Website](#)
- [National Park Service Website](#)
- [Michigan Historical Commission Website](#)
- [Library of Congress - Sanborn Maps](#)
- [National Trust for Historic Preservation Website](#)
- [National Alliance of Preservation Commissions](#)
- [Birmingham Shopping District Website](#)
- [United States Department of the Interior](#)
- Video - Historic District Commission Recommendation for HPMP to City Commission (January 7, 2026)
- Video - City Commission Adoption of HPMP (January 12, 2026)

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City Commission Resolution

(Hold for City Commission Resolution)

Acknowledgments

Birmingham’s first Historic Preservation Master Plan is the result of 3+ years of collaborative work between City Staff, volunteers of the Historic District Commission & Historic District Study Committee, and the residents of the City of Birmingham. We appreciate all of the efforts and time dedicated to this project, including the willingness to share honest, unfiltered personal experiences constructively and in great detail. The collective wisdom and insights that we were able to garner throughout this process made this effort worthwhile. Whether we spoke on the phone, met at an engagement, or spent time together at your home or building - *thank you*. We look forward to this continued partnership.

We would also like to thank past volunteers of the Historic District Commission & Historic District Study Committee, as well as previous City Staff liaisons to these public bodies who are not listed in this plan. There have been a number of admirable efforts and projects undertaken by these people that created the strong base upon which this plan was built. Without their efforts, energy and dedication to historic preservation, the environment for historic preservation in the City of Birmingham could be a very different one today.

Finally, thank you to the City Commission, past and present, for supporting these projects over the years and providing space for the development of this plan in a City with many important competing interests. The perspectives of City Commissioners and their unique connections to the public have been, and always will be a very useful tool.





Evicting the YMCA

1 message

Kristina Petzer <kristinapetzer@gmail.com>
To: city-commission@bhamgov.org

Tue, Dec 23, 2025 at 10:13 AM

Dear Birmingham,

Many of us residents use the YMCA as our primary exercise work-out facility.
It is so convenient and I even walk there.

It was my understanding when the City of Birmingham bought the facility both Next and the YMCA would use it. This is very disappointing that they cannot co-exist.

What can we do to help save our Y?

Thanks,
Kristina Petzer
867 Davis Ave.
586-662-6294

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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/CAGM6CSJD2gaBg%2BRoAYsND_vrcMj0tNGOomWOnmRnP6YVvYuJPw%40mail.gmail.com.

Community House

1 message

Larry Merritt <lpm4000@gmail.com>
To: city-commission@bhamgov.org

Mon, Dec 22, 2025 at 6:57 PM

I support Next moving to the Community House location . KEEP the Y open !! [752 Randall Ct 48009](#)

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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/CAPzaX0cjhNQ2WC6X%3DgcSxAwzy4AXU%2BEyEzchedNHJpbPHnS_3A%40mail.gmail.com.

Next and 400 E Lincoln

1 message

Maureen Field <maureen.b.field@gmail.com>
To: city-commission@bhamgov.org

Sun, Dec 21, 2025 at 10:33 AM

Dear City Commissioners,

As a resident of Birmingham since moving to Michigan in 1978, I have been swimming at the YMCA 4 to 5 times per week since that time. In addition my entire family has enjoyed the facility for swim lessons, gymnastics classes, family swim, basketball programs, Indian Princes program, youth programs, etc. It has been an important part of the life of our family in Birmingham.

I joined Next (then BASCC) when I retired in 2007 and have been an active member ever since. I am at Next 2 to 3 times per week.

So you can see I am very interested in both keeping a pool in Birmingham and getting a home that is adequate for the many Next activities.

Please make a decision soon before Next is without a home. I urge you to consider the Community House for Next. It is a beautiful building that has been important in the city for many years and would be perfect for Next once the parking situation is addressed. I also urge you to come up with a plan for an athletic facility in Birmingham that includes a pool.

If you decide that Next will move to 400 E Lincoln as has been discussed, I believe it would be possible to keep the pool in operation, either by the Y or by another vendor. The pool is very easily accessible from two doors off Edgewood Street on the West side of the building. The doors are very near the stairway and the elevator, both of which go directly downstairs. The west entrance and elevator and stairs could be shut off to the rest of the building except for emergencies. The pool could continue to function. This plan would not interfere with Next taking over the first floor of the 400 E. Lincoln Street building as the plan proposed by the city did not include the basement or second floor of the building. Pool users would use the West entrance, check in and go directly down to the locker rooms and pool. Next members would use the East entrance. This is a win-win situation for both groups and they would not get in each other's way

Please provide a new home for Next and keep a pool in our community.

Sincerely,

Maureen Bell Field
[1732 Norfolk Street](#)
[Birmingham, MI 48009](#)

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Re: Birmingham YMCA

1 message

Clinton Baller <cmballer@avidpays.com>

Thu, Dec 18, 2025 at 9:07 AM

To: Carolyn Slone <carolynslone@comcast.net>

Cc: City Commission <city-commission@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>

Carolyn,

The city bought the Y with the intent to make it a home for Next, our senior organization. The city was very explicit and clear from the outset that it had no interest in owning and operating a pool. The expense was deemed too great (operation, maintenance and staffing) for a pool of that age and a community of our size. Only when the YMCA shifted gears and asked us to consider building a new facility that they could share did we consider having a pool. Now that the Y is out, we are back to Square One, and likely to move forward with the original plan to make minor renovations to the building to house Next. It is very important to note that the building belongs to the City of Birmingham, and that renovations, and the money to fund them, were approved by Birmingham voters. No doubt some in the swim community are Birmingham voters, and others are not. All, no matter place of residence or opinion about the pool, must respect the will of the voters, which is to renovate the building to house Next. As for the pool area, pickleball courts have been discussed as an option, but there are no plans currently to do that, and I can assure you that any use of that area of the building would be a topic for future discussion.

Clinton Baller

On Thu, Dec 18, 2025 at 7:01 AM Carolyn Slone <carolynslone@comcast.net> wrote:

Mayor Bailer,

Thank you very much for your thorough response to my email. I appreciate that you took time from your many responsibilities to give me the relevant background information.

Is there any way for the city to continue operation of the pool and fitness center without the YMCA?

People in our swim community say that the city wants to close the pool in order to make pickle ball courts available. Is that true?

Kind Regards,
Carolyn Slone

Sent from my iPhone

On Dec 17, 2025, at 9:34 PM, Clinton Baller <cmballer@avidpays.com> wrote:

Carolyn,

Thanks for writing.

The YMCA sold its building to the city because it faced insolvency, needed fast cash and intended to move out and consolidate operations in Royal Oak. The city attempted to honor the Y's subsequent request to stay in Birmingham, but since the YMCA had no money to contribute to the capital improvements necessary, the city would have borne the full burden of capital costs. The commission ultimately decided that we could not afford to do that. While we are statutorily permitted (some might say "encouraged") to support senior services, there is no such encouragement for support of private, nonprofits such as the YMCA. The city is not "evicting" the YMCA; the YMCA sold its building to us and has chosen, given the circumstances, to make its delayed exit. Had it been able to contribute to the substantial costs of a new building, things may have turned out differently. It has told us repeatedly it has no interest in continuing to operate in the existing building, as it is obsolete and very costly to maintain.

I do sympathize with you and every other member of the community who has expressed concern about the closure of the Y. I wish the Y and its supporters had begun a capital campaign focused on the Birmingham operation that would have kept the money in Birmingham for the Birmingham operation years ago when these developments could have been predicted. In the YMCA we are seeing the limits of government's ability to step in when private institutions that are integral parts of the community fail.

Best,

Clinton Baller
Mayor

On Tue, Dec 16, 2025 at 9:47 PM 'Carolyn Slone' via City Commission <city-commission@bhamgov.org> wrote:

Dear Birmingham City Commissioners,

Please do not close or mothball the Birmingham YMCA community fitness building.

Both my children learned to swim in that pool as toddlers 29 years ago. My sister has been doing water aerobics in there since 1975. I moved back from Chicago last year and do water aerobics there at least 3 days per week.

I am super impressed with how well utilized the building and pool are. The parking lot is packed by 9 AM every morning. As I move through the building I see babies and toddlers in the nursery, physically and mentally disabled adults, seniors, and families. My class is as important for my physical fitness as my mental health because of the friendships I have made.

Please do not remove or mothball this amazing facility. It is everything that a fitness center should be and is an essential part of Birmingham's vibrant, community.

Sincerely,
Carolyn Slone

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Save the YMCA

3 messages

Glen Zatz <zatzfamily5@msn.com>

Tue, Dec 23, 2025 at 10:44 AM

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

As a long time Birmingham resident and having used the Y for many years when my children were much younger, my hope is that the following has been carefully evaluated. Always two (or more) sides to every story, so please be sure to consider them all.

- The BCH building has more than enough space, including a commercial kitchen, to house Next (the senior service organization needs a new home)
- That would allow the YMCA to continue conducting their popular programming at 400 East Lincoln (right now, they're being evicted by the City in June to make room for Next)
- The City could utilize space in the BCH building to house community service departments currently squeezed into City Hall
- And the Community House Foundation, endowed with a reasonable amount of funds from a change of control or lease agreement with the City, could maintain an office in the building to continue supporting local charities.

Glen Zatz

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Clinton Baller <cmballer@avidpays.com>

Tue, Dec 23, 2025 at 11:23 AM

To: Glen Zatz <zatzfamily5@msn.com>, City Commission <city-commission@bhamgov.org>

Glen,

Thanks for writing and giving me the opportunity to clarify a few things. You essentially quote from recent assertions by Paul Reagan -- some of which are either misstatements of fact or assumptions based on those misstatements.

Here are the facts:

- * The Birmingham Community House is not owned by the city, and while the city is suing to enforce the covenants contained in its deed, there is no assurance at this time that the city will ever gain control of the house.
- * It would be premature to make any plans for that building.
- * The YMCA is not being "evicted" from its building. The YMCA sold the building to the city.
- * Upon its purchase, the city said two things: 1) it would not maintain the pool, and 2) the building would primarily be used by Next.
- * Birmingham voters approved a millage for interim improvements to the building to house Next.
- * We discussed at length replacing the existing building with a new one. The YMCA could not contribute to a new building, and the city commission decided it will not ask voters to foot the entire bill (nearly \$40 million) for a new build.
- * Next put up 25% of the cost of the building, and desires to occupy it under an agreement entered into upon purchase of the building.
- * The city's position on maintaining the pool has not changed.
- * The YMCA was asked repeatedly over the past year or so if it would be interested in staying in the existing building and maintaining the status quo in a lease arrangement with the city. It declined, citing the high costs of maintaining the existing building and pool.
- * Whether city offices would comply with the deed restrictions on the Community House has not been determined, and would be a legal question to answer if the city gains control of the building.

I hope this helps clarify your understanding of the issues.

Best,

Clinton Baller
Mayor

[Quoted text hidden]

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Clinton Baller <cmballer@avidpays.com>

Tue, Dec 23, 2025 at 4:40 PM

To: Jana Ecker <Jecker@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>

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

From: **Glen Zatz** <zatzfamily5@msn.com>

Date: Tue, Dec 23, 2025 at 12:27 PM

Subject: Re: Save the YMCA

To: Clinton Baller <cmballer@avidpays.com>

Thanks very much for the quick response. I appreciate the additional information and that puts matters in a different perspective.

Sent from my iPhone; please excuse typing errors.

Glen Zatz

On Dec 23, 2025, at 11:23 AM, Clinton Baller <cmballer@avidpays.com> wrote:

[Quoted text hidden]

Birmingham YMCA

1 message

Karis Smith <karisruby@gmail.com>
To: city-commission@bhamgov.org

Mon, Dec 29, 2025 at 11:13 AM

Hello,

My name is Karis Smith, and I'm writing you regarding the closure of the YMCA in Birmingham. As someone who regularly works out there five to six days a week, it would be devastating if its eviction was realized before June 2026. I'm implore you to return back to the negotiating table with the Community House, for loosing this YMCA would discourage so many residents in our community.

Do not let us down.

Karis Smith

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This is one of the best solutions taking into account both active groups of the community

1 message

Susan Victor <susans2aussies@gmail.com>

Fri, Dec 26, 2025 at 7:02 PM

To: city-commission@bhamgov.org, susans2aussies@gmail.com

Back to the closed session. The city is trying to acquire the Community House property but negotiations are stalled - over price I guess. There seems to be significant support on the commission for buying the property and housing NEXT there instead of 400 E. Lincoln. This would free up 400 E. Lincoln for use as a community center similar to what we have now with the YMCA (the city might pay the YMCA manage it). This plan would keep the pool in place.

I can see NEXT objecting to moving into the Community House property over parking concerns but these can be overcome. One solution mentioned by an observer was closing W. Merrill between Bates and Chester to create a parking area focused on NEXT membership needs. This would create a very interesting downtown walking mall incorporating Shain Park, the library and NEXT. A pretty interesting concept I think.

I think we need to get behind this idea. Urge action on the part of the city to resume meetings of the Senior/Recreation Center Adhoc Committee. I think we should specifically recommend that the city conclude a purchase agreement for the Community House, move NEXT into that facility and reopen the current YMCA as a community center.

The best people are at the YMCA 400 east Lincoln

The pool is loved and used by many. And the YMCA does so many wonderful things in our community.

Please consider this route.

Thank you

Susan Victor

P.S I have been a member of a Y in California and Traverse City. The YMCA is a tremendous center for young and older alike.

Please

Help to be a friend to our earth 🌍

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Birmingham Senior Center and Birmingham Community Center

1 message

Nancy LaBella <nlgtennis@gmail.com>
To: city-commission@bhamgov.org

Thu, Jan 1, 2026 at 5:16 PM

What an **opportunity** Birmingham has... With the Community House becoming available / for sale the City of Birmingham now has the chance to have the Birmingham Senior Center / Next move into a beautiful, spacious, well maintained building and 400 Lincoln, with modifications, can be a publicly accessible indoor fitness facility with a swimming pool for Birmingham.

For the citizens of Birmingham, please continue to address this urgent matter and bring it to fruition. This matter has been discussed for years and should become a realized project with tangible outcomes.

Sincerely and thank you,

Nancy LaBella
[723 Oakland Avenue](#)
[Birmingham, MI 48009](#)

nlgtennis@gmail.com
989.615.7986

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Preserving the ECC

1 message

Kristen Janick Boundy <kejanick@gmail.com>

Mon, Dec 15, 2025 at 1:09 PM

To: City Commission <city-commission@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>

Cc: Clinton Baller <clinton@baller4bham.com>

Hello,

I've attached a brief letter outlining my intentions and thinking regarding the Early Childhood Center at the Community House. When you have a moment, I would appreciate you taking the time to review it.

Thank you very much for your consideration.

Best regards,
Kristen Boundy



ECC Preservation.pdf

53K

Dear Members of the Birmingham City Commission,

My name is Kristen Boundy. I am a Birmingham resident and the mother of two children currently enrolled at the Early Childhood Center (ECC) at The Community House. **I'm writing with a clear request: if the City acquires The Community House, please ensure the ECC continues operating in its current space, with the same program model and leadership, so families and staff have stability and continuity.**

The ECC is critical to Birmingham's broader community. Licensed childcare options are limited in Birmingham, and the closure of the ECC would significantly strain availability and options for working families. This could impact local employers and Birmingham's ability to attract and retain young families.

I'm working with a group of ECC parents to help identify a path that keeps the ECC in place. Our goal is straightforward: protect an essential program for children, families, and the dedicated staff who make it successful.

Professionally, I've led teams for over ten years and currently serve as a Director of Product Management at Rocket, and I'm completing my Executive MBA at the University of Michigan's Ross School of Business. Our parent group has built detailed financial models and we believe the ECC can operate sustainably while paying a reasonable, long-term rent, and preserving exceptional service that our community deserves. We would welcome the opportunity to share our plans, financial assumptions and a proposed structure.

Most importantly, the ECC's success is inseparable from its people, especially its Director, Sarah Schuster, and the staff she leads. Any viable path forward should prioritize retaining current leadership and staff, while preserving the quality and culture that families trust.

I would welcome the opportunity to meet or provide additional information to support a solution that keeps the ECC, and our beloved Birmingham community, thriving for years to come. I hope we can ensure that The Community House remains a place that truly serves Birmingham residents, especially its youngest ones. Thank you for your time and consideration.

Warmly,
Kristen Boundy

Birmingham Mayor and City Commission and The Community House Chair

1 message

Linda Solomon <Indasolomon@gmail.com>

Mon, Dec 15, 2025 at 3:55 PM

To: city-commission@bhamgov.org

Cc: jecker@bhamgov.org, abingham@bhamgov.org, jacob.taylor@huntington.com

To: Birmingham City Commission and The Community House Board Chair

My name is
Linda Solomon

.

My family moved to Birmingham in 1965 and my studio has been on
Purdy Street since 1982. My family owns our building .

I am a
photojournalist
and author and
member of the
*Michigan
Journalism Hall
of Fame*. I am
the founder of
a 501(c)(3)
nonprofit (
Pictures of
Hope) devoted
to helping
children
experiencing
homelessness.

In 2020 , I was
chosen by
the *Community
House as a
Pillar of Culture
and
Philanthropy* . I
am forever
grateful to The
Community
House for this
honor .

My Birmingham community
and our Community House
are very important to me .

I have volunteered to help
my community .

I am very proud to have served on the core committee
of Birmingham citizens who saved *The Birmingham
Eccentric newspaper*. I personally engaged famous

personalities along with children and teens to volunteer and contribute as writers and photographers .

**ABC Worlds
News** featured
our
Birmingham
community
nationally
because of the
children and
young teens
who
volunteered to
help save our
community
newspaper.

In 2022 , I
participated
with our
citizens to
prevent former
Birmingham
Mayor Dorothy
Conrad from
eviction . We
organized a
peaceful
protest . This
protest was
comprised of
older citizens
who realized
their voices
could be heard
and most
importantly ,
respected .
Former Mayor
Dorothy
Conrad , at the
age of 89 was
not evicted.

I am now part
of a large
group of
concerned
residents who
were shocked
to hear about
plans to sell
our Community
House and
saddened and
disappointed
by the decision
of the
leadership to
not meet with
our community

before taking
such drastic
action. Why
didn't the
current Board
of Directors
reach out to
our community
before their PR
firm issued a
media
advisory?
Donors ,
longtime
volunteers and
former
Executive
Directors of
The
Community
House were
not consulted
of the decision
to sell . Why ?

The
Community
House is the
centerpiece of
our town and
symbolic of
community
inclusion . It is
more than a
building , it is
the **heart** of
Birmingham.

This iconic
symbol of
Birmingham
history has
been in this
location since
1930. Our
community
should have
been given an
opportunity to
express our
feelings and to
offer our help
.

The
announcement
of the sale in
the media has
energized the
community far
more than any
revitalization
effort could
have. We
applaud the
city's efforts to

preserve the
house for the
community,
and stand
ready -- on a
volunteer basis
-- to jumpstart
programming
once given the
green light.

We are
creating and
will implement
a cultural plan
for the future of
the Community
House. Our
Visionary Arts
Council of
Birmingham is
diverse and
inclusive . We
are artists ,
educators,
event
specialists,
creative
directors ,
designers ,
performing
artists ,
entrepreneurs,
filmmakers,
journalists. We
passionately
care about
what has
always been
and must
remain OUR
HOUSE!

Our Council will
create cultural
events to
engage and
most
importantly
feature our
entire
community .

All ages will
receive **our**
focus . We will
make sure to
continue the
exhibitions and
events at TCH
the community
has loved
throughout the
decades . We
will bring back

events and
classes and
add many
MORE !
We will develop
an exciting
speaker series
featuring local
authors and
newsmakers.

We will fill the halls and walls with art and photography by children and teens with the goal to build self -esteem and awareness for our *young artists* .

We will
present
fashion shows
and exciting
pop-ups
featuring and
highlighting our
local retailers
and designers
. We will have
a Community
House Gift
Shop featuring
our local
artists.

We will bring back the antiques and collectible shows, and add a vintage apparel show.

We will
hold "secret
cinema" movie
nites emceed
by local
celebrities, host
community
theater,
concerts,
inspiring
classical
brunches,
cooking
classes ,
fitness and
enrichment
classes and
MORE!

**To the
commission
and
Community
House board,
we ask your
support -
please .
To the
community:
We want *your*
ideas and
your
participation.**

**Call us, text
us, come to
our meetings.
We welcome
EVERYONE !**

We want
children to
bring us their
ideas. We want
children to feel
proud when
they walk
through the
door.

We want our
older citizens to
share their
ideas and to
come back to
The
Community
House for “
club meetings”
and classes .

Let's begin 2026 with a new vision and with respect for our history and our
community.
PLEASE let this treasured landmark remain *our* house .

With respect,
Linda Solomon
248 540 9555

Enclosed is our list of visionaries who have offered to
volunteer to maintain the mission of The Community
House .

Visionary Arts Council of Birmingham

Mike Binder - Actor , Comedian and Director

Pam Bouchard - Antique specialist and community supporter

Claudette Robinson - First Lady of Motown , The Miracles and children's author

Gale Colwell
Former Executive Director
The Community House

Shelley Roberts
Former Executive Director
The Community House

Linda Schlesinger Wagner - Fashion designer / entrepreneur “Skinnytees”

Rachael Adadevoh- Woods - Retail and fashion specialist , owner Art Loft

Kathleen Devereaux - Writer

David Devereaux - Retired Broadcaster

JJ Benkert - Retail specialist .

Diana Lewis - Award - winning broadcast journalist

Glenda Lewis - Award winning broadcast journalist
WXYZ anchor

Ruth Daniels -Motion Picture Historian and film event producer

Robert Ziegelman -Award winning architect

Dr.Linda Gillum - Immediate Past Chair Cranbrook Board Of Trustees
Associate Professor William Beaumont School of Medicine Oakland University

Mary Ryan Taras- Former Birmingham educator Seaholm High School

Jill Rappaport- Author and former entertainment correspondent- The Today Show

Maria Marcotte -
Artist and Past Chair Birmingham Bloomfield Art Center

Jamie McCarthy - Chief Creative Officer

Randy and Rochelle Forester

Thelma Stubbs Mitchell
Singer The Stubbs Girls

Marvin Towns Jr.
Award - winning Motion Picture Director

Richard Astrein
Retail specialist

Angel Lavery
Artistic Director
Ballet Edge Detroit

Bill Roberts
Roberts Restaurant Group
Bills ,Streetside Seafood , Cafe ML , Roadside B&G

Linda Solomon
Photojournalist/author

o

BCH sale

1 message

Rochelle Forester <rochelleforester@mac.com>

Mon, Dec 15, 2025 at 6:27 PM

To: city-commission@bhamgov.org

Cc: jecker@bhamgov.org, abingham@bhamgov.org

My name is Rochelle Forester. I've lived in this area since 1960 and attended Birmingham Public Schools graduating from Seaholm in 1969. My husband, Randy Forester, grew up in Birmingham as did his parents, George and Frances Forester.

The Community House building is the heart of Birmingham, especially in light of the many landmarks that are already demolished.

Change can often be beneficial and business models run their course. However, the problems at the BCH should have been discussed publicly and community should have been invited into the conversation before the decision was made to sell the building.

The news that the BCH is to be sold has activated many citizens who believe there may be a way to keep the BCH the COMMUNITY'S house as originally intended. I have joined with other concerned citizens in a group called the VISIONARY ARTS COUNCIL of BIRMINGHAM to generate ideas to revitalize the BCH.

Although the deed forbids the BCH from being demolished, it's my understanding that that only pertains to the ORIGINAL building; allowing the other portions to be torn down. That would be heartbreaking.

Please consider opening up the conversation to the entire community before making a decision on the fate of the BCH that can't be undone.

With all due respect, Rochelle Forester. Lakepark Drive

Sent from my iPad

Preserve the Community House – Our House, Our Future

1 message

Janice Benkert <bbjib3@gmail.com>
To: city-commission@bhamgov.org

Mon, Dec 15, 2025 at 11:42 PM

Dear Mayor and Members of the City Council,

The Community House has been the heart of Birmingham since 1930. It is more than a building — it is our house, where generations have gathered to learn, celebrate, and serve.

A true community is built only when people work together, share together, and learn about one another. The Community House has always been that place. Much like a home, when someone visits you listen, you care, you learn, and you grow closer. When we speak to one another and work together for a mission, we create community. That is what the Community House represents.

The decision to sell this landmark without engaging residents was deeply disappointing. Donors, volunteers, and families who have supported the House for decades deserve to be heard. We are ready to help, ready to volunteer, and ready to reimagine programming that will make the Community House thrive again.

I urge the city and the Board to pause this sale and allow Birmingham's people to rally around this treasured symbol of unity. Let us begin the future not with loss, but with renewed vision — one that honors our history and strengthens our community.

Respectfully,
JJ Benkert

- "Soli Deo Gloria"

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FYI- Letter to the Commission & Clint

1 message

Artloft Midtown <artloftmidtown@yahoo.com>

Tue, Dec 16, 2025 at 2:29 PM

Reply-To: Artloft Midtown <artloftmidtown@yahoo.com>

To: "citycommission@bhamgov.org" <citycommission@bhamgov.org>

Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>

Hello my name is Rachael A-Woods, and for many many years I owned ARTLOFT- Global Lifestyle Boutique & Gallery in Downtown Bham. 10 years ago I opened my 2nd location in Midtown Detroit on Cass Ave. because I love filling Communities with meaningful spaces where people can shop for wonderful items for themselves and for Gifts from around the Globe. Through out the years I was fortunate to be involved in many activities and events in Bham. Sitting on the Special Events and the Principal Shopping District Boards were some of my Highlights. We set up so many programs and Events and some are still being implemented for the Community to enjoy.... eg. Day On The Town and The Winter Markt. and having the Community House involved serving the Gluevine and having other activities, and of course people going inside to warm up from the cold, that just brings fond memories. We were also involved with PopUps and Vintage Shops we used to do at BCH and all the Art Events, including Diversity on MLK Day. I am not sure what happened. We raised our son in the area and he graduated from Groves H S. BCH has been a source of amazing events for the Community. I still consider Bham my home base even though I closed my Bham location a couple years ago. COS. I just needed to slow down 🌞 Now I am a part of a group- the VISIONARY ARTS COUNCIL of Bham to regenerate ideas to revitalize the BHC. Please consider and give us the chance to keep it and make it a Fun and meaningful gathering place for the people of Birmingham. The Community deserves it.

Rachael A-Woods

Artloft Midtown

4160 Cass Ave., Suite C

Detroit, MI 48201

313.818.0023

https://us01.z.antigena.com//l/2nSzicCVrrZOailelWw3D8HmV8cn7bToD6B0yvLtvorO~oYXRRg5wHAJhHvWd2mOVlct-VCcd0PZRVnVwT~DRrIJ3e8DmlqW9LLVXE7ErXL2p91H1MXV991CrIN_oL1qree-D75aM1q4grtpB6jRyad0L~f~SKhB63

[oYXRRg5wHAJhHvWd2mOVlct-VCcd0PZRVnVwT~DRrIJ3e8DmlqW9LLVXE7ErXL2p91H1MXV991CrIN_oL1qree-D75aM1q4grtpB6jRyad0L~f~SKhB63](https://us01.z.antigena.com//l/2nSzicCVrrZOailelWw3D8HmV8cn7bToD6B0yvLtvorO~oYXRRg5wHAJhHvWd2mOVlct-VCcd0PZRVnVwT~DRrIJ3e8DmlqW9LLVXE7ErXL2p91H1MXV991CrIN_oL1qree-D75aM1q4grtpB6jRyad0L~f~SKhB63)

Re: Community House, NEXT, and the Birmingham YMCA

Clinton Baller <cmballer@avidpays.com>

Wed, Dec 17, 2025 at 12:15 PM

To: tim.c.bradley@gmail.com

Cc: City Commission <city-commission@bhamgov.org>

Tim,

Thanks for your letter. The editorial you include misrepresents several important facts. One might not agree with decisions that have been made along the way, but I would hope we can agree on the facts.

The YMCA sold its building to the city because it faced insolvency, needed fast cash and intended to move out and consolidate operations in Royal Oak. The city attempted to honor the Y's subsequent request to stay in Birmingham, but since the YMCA had no money to contribute to the capital improvements necessary, the city would have borne the full burden of capital costs. The commission ultimately decided that we could not afford to do that. While we are statutorily permitted (some might say "encouraged") to support senior services, there is no such encouragement for support of private, nonprofits such as the YMCA. The city is not "evicting" the YMCA; the YMCA sold its building to us and has chosen, given the circumstances, to make its delayed exit. Had it been able to contribute to the substantial costs of a new building, things may have turned out differently. It has told us repeatedly it has no interest in continuing to operate in the existing building, as it is obsolete and very costly to maintain.

As for the Community House, it did offer to work with Next, but Next declined given its stake in the YMCA building and limitations of the TCH building. When the Community House announced plans to sell the building, the city immediately attempted to talk to them, both through attorneys and one-on-one between leaders on both sides. They have been slow to respond, but things are picking up and we are making progress. To presume that the city might gain control of the building is premature at this point.

I don't know if I've addressed all of your concerns, but I hope I have done a decent job of laying out the facts. I do sympathize with you and every other member of the community who has expressed concern about the closure of the Y. I wish the Y and its supporters had begun a capital campaign focused on the Birmingham operation that would have kept the money in Birmingham for the Birmingham operation years ago when these developments could have been predicted. In both the YMCA and Community House we are seeing the limits of government's ability to step in when private institutions that are integral parts of the community fail.

Best,

Clinton Baller

On Mon, Dec 15, 2025 at 4:36 PM Tim Bradley <tim.c.bradley@gmail.com> wrote:

Dear Birmingham Commissioners,

Please see the attached letter about the Community House, NEXT, and the Birmingham YMCA.

Best Regards,

Tim & Anne Bradley
[519 Wimbledon Drive](#)
[Birmingham, MI 48009](#)

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Monday, December 15, 2025

Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

Re: Community House, NEXT, and the Birmingham YMCA

Dear Commissioners Baller, Long, Haig, Host, Kolb, Kozlowski, and Longe,

As Birmingham residents and tax payers, we are very concerned about the binary choices of an approximately \$32+ million bond to enable NEXT to takeover the YMCA, or outright closure of the YMCA, which we understand will happen next year absent a change in circumstances.

My daughter Vivienne has been part of the Birmingham YMCA gymnastics team for years, and last year participated in the YMCA National Championships in Green Bay, Wisconsin, where she won medals in each of her events, including a Gold Medal in the uneven bars. Her experience with the YMCA gymnastics program has been fantastic.

Lori Barnicoat is the gymnastics coach at the Birmingham YMCA, a role she has held for 40 years. She has become a significant role model and mentor for our daughter - a relationship we cherish. Birmingham is also the only YMCA in the state of Michigan with a gymnastics program. Our daughter has already qualified for the Nationals again this year, but we have been told the YMCA and the gymnastics program will shutter in June 2025 unless something changes.

While we are obviously advocating for a program that has significantly benefited our child, it is really just one small example of the daily impact that the YMCA offers to the youth of Birmingham. Lori often says that she isn't teaching gymnastics, she is teaching resilience, dedication and hard work. The values of the YMCA are values that Birmingham should champion.

I recently received the attached letter from "Birmingham Citizens for Responsible Government" encouraging the City Commission to negotiate a framework for NEXT to move in to the Community House, which would keep next out of the YMCA, would allow the YMCA to continue their programming, and would also forgo the proposed ~\$32 million bond for YMCA upgrades.

I think this would be a great compromise that is a "win" for all parties - and we strongly encourage all of you to pursue it. The loss of the YMCA in Birmingham would be greatly felt by our family and many others.

Best Regards,

Tim & Anne Bradley
519 Wimbledon Drive
Birmingham, MI 48009



Tim Bradley <tim.c.bradley@gmail.com>

BIRMINGHAM LITIGATION THREATENS POSITIVE COMMUNITY HOUSE OUTCOME

1 message

Birmingham Citizens for Responsible Government <info@birminghamcitizens.com>

Fri, Dec 12, 2025 at 2:14 PM

Reply-To: pmreagan@birminghamcitizens.com

To: TIMOTHY BRADLEY <tim.c.bradley@gmail.com>



A MESSAGE FROM BIRMINGHAM CITIZENS FOR RESPONSIBLE GOVERNMENT

[*Guest Opinion Submission - - The Oakland Press*](#)**Birmingham Litigation Threatens Positive Outcome for
Community House Transition**

The Birmingham Community House (BCH) recently announced that economic realities necessitate the sale of the building in which the lives of Birmingham residents have been enriched for generations. The news was met with sadness and optimism.

Along with the sense of loss, was the hope that BCH and City leadership would come together, as good neighbors do in times of need and transition, to make the most of an opportunity to solve some of the City's toughest challenges.

**Regrettably, City leadership and a majority of Birmingham
City Commissioners have chosen to litigate, not negotiate**

While these may be the right goals, treating a struggling Birmingham institution as an adversary right out of the chute is counter to our community's culture of mutual respect. And in this instance, it's a lousy negotiating tactic. Pursuing confrontation over communication lessens the chances of the City and BCH

reaching an amicable, timely agreement that would solve pressing problems for a number of entities:

- The BCH building has more than enough space, including a commercial kitchen, to house Next (the senior service organization needs a new home)
- That would allow the YMCA to continue conducting their popular programming at 400 East Lincoln (right now, they're being evicted by the City in June to make room for Next)
- The City could utilize space in the BCH building to house community service departments currently squeezed into City Hall
- And the Community House Foundation, endowed with a reasonable amount of funds from a change of control or lease agreement with the City, could maintain an office in the building to continue supporting local charities.

In contrast to unpopular solutions that just a few months ago threatened to cost taxpayers tens of millions of dollars, shut down the YMCA, force fit Next into an unsuitable facility they can't afford to operate, and anger residents, this potential BCH/City deal would be far less expensive and earn broad support. It certainly merits good-faith negotiation and public discussion, which have been derailed by litigation.

To give constructive negotiation a chance, the City Commission must do its job:

Instruct litigation-happy City officials to withdraw the lawsuit and empower a negotiation team of its members that does not include any commissioner or City official who has already expressed their prejudices or made public threats.

Of course, all the parties have the responsibility to protect their own interests. And litigation is always an option if negotiations fail. But the City's adversarial strategy is not the way you treat your neighbor or get a deal done. The clock is ticking, and delay transforms a win-win-win-win into a lose-lose-lose-lose for BCH, Next, the YMCA and the City.

A friend of mine aptly characterized the BCH announcement as a bittersweet gift for our City. As we head into the season of gift giving, Birmingham can't afford to let this opportunity pass us by.



Paul Reagan, a 31-year Birmingham resident, is a founder and president of Birmingham Citizens for Responsible Government.



[Let us know what you think](#)

Birmingham Citizens for Responsible Government (BCRG) was founded by Birmingham residents in 2014. Our mission is to inform citizens in our community about issues of importance to Birmingham homeowners.

It's our town—let's all continue working for better government.



BIRMINGHAM
CITIZENS FOR
RESPONSIBLE
GOVERNMENT

Forward

Paid for by Birmingham Citizens for Responsible Government
[997 Purdy St. Birmingham MI 48009](#)

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Proposed Sale of the Birmingham Community House

2 messages

'Marcotte, Maria' via City Commission <city-commission@bhamgov.org>

Tue, Dec 30, 2025 at 9:24 PM

Reply-To: "Marcotte, Maria" <maria@brogan.com>

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

Dear Mayor Baller and Birmingham City Commissioners,

Attached is a letter I have written expressing my concerns and opinions about the proposed sale of the Birmingham Community House. I am very much hoping that the lawsuit the City wisely filed will prevail in at least slowing down the proposed sale of our valuable asset. It is reasonable that there are legitimate concerns about the viability, ethics and legality of this sale based upon the deed restrictions and laws surrounding nonprofit organizations. I am not sure if there is a valid Dissolution Clause in the governing documents of the Community House Foundation. If there is a Dissolution Clause, has it been examined to ensure it has not been tampered with or altered to serve the intentions of the current Foundation leaders?

A Dissolution Clause must specify which charitable organization(s) can receive the assets of a dissolution. The premise that the charitable organization that is receiving the assets of the dissolving organization is itself an entity wholly created and managed by the dissolving organization is deeply disturbing, suspect and I have to believe in violation of the laws governing 501(c) (3) entities. Holding off on a sale while these questions are resolved is not unreasonable. If there is no Dissolution Clause in the governing documents, then state nonprofit law applies. The assets would need to be managed by another non-profit organization or trust appointed by the court or a government entity. This process should be overseen or approved by the state Attorney General. I hope the City is able to convince the court that these valid concerns deserve to be addressed before an irreplaceable building and land are lost to the citizens of Birmingham forever.

We need to examine the very idea that a community based non-profit can be allowed to dissolve unilaterally. The premise that only a few leaders, who stand to profit greatly, are able to simply dissolve a community nonprofit organization is immoral. As such, it feels illegal. I am hoping this can serve to halt the sale of the Community House by bad actors.

Thank you for fighting for our precious Community House, for trying to preserve our historical building, our community heritage and something that every resident and business in Birmingham has contributed to for 100 years.

Sincerely,

Maria Marcotte

[547 Bloomfield Ct.](#)

[Birmingham, MI 48009](#)

313 319-5513

mmarcotte@brogan.com

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Clinton Baller <cmballer@avidpays.com>
To: Alex Bingham <abingham@bhamgov.org>

Wed, Dec 31, 2025 at 9:07 AM

Alex,
Please include both the email and letter in our next packets.
Thanks.
Clinton
[Quoted text hidden]



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December 30, 2025

The sale of the Birmingham Community House by the Board and Foundation members needs to be stopped. Valid questions about legality and ethics of this proposed sale have been raised. This sale is strongly opposed by the citizens, civic leaders, donors and stakeholders of the Community House. This sale appears to be a virtual theft of an irreplaceable community asset. I urge the City Commission to do everything in its power to halt this sale, to stop the conversion of a community asset into cash that goes into the hands of those who were entrusted to manage that asset.

For over 100 years the citizens, residents, businesses and community leaders in Birmingham have built and supported the Community House to improve the quality of life in our city. The land was purchased and provided almost a century ago by the visionary leaders of the then Village of Birmingham and the funds were raised by community-minded citizens to build the Community House. For years, the Community House has been fulfilling its intended purpose, to provide a space for the enjoyment and cultural enrichment of the residents of Birmingham and surrounding area.

The City of Birmingham has thrived over the years due to the commitment and sacrifice of the taxpayers of the city, hard work of the city leadership and the industry of the business community. Because of this work, the Community House building and land have become very valuable. A small group of people now wish to take possession of that value, over the objections of the city and its citizens. This is clearly morally wrong. It is being challenged in court on legal grounds, and the sale should be halted.

The current Board and Foundation has unilaterally decided they no longer wish to fulfill the mandate of the Founders who built the Community House. They no longer wish to honor or even consider the wishes or needs of the community they are supposed to be serving. Instead, the Board and Foundation are working hard to cash in on the value of the assets the citizens, leadership and businesses in Birmingham have built over the past century. The Board and Foundation are working to sell off the building and land, take the cash for their own use and form a so-called Community Foundation and use this cash as they see fit, under the cover of supposed "charitable" umbrella.

The sale of the Birmingham Community House needs to be stopped before an irreplaceable asset is stolen from the citizens.

Maria Marcotte
547 Bloomfield Ct.
Birmingham, MI 48009
313 319-5513
mmarcotte@brogan.com

Fwd: Improved E-bike and E-scooter Regulations for Birmingham

1 message

Clinton Baller <cmballer@avidpays.com>

Mon, Dec 15, 2025 at 2:58 PM

To: Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Alex Bingham <abingham@bhamgov.org>

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

From: **Nicole Nahigian** <nicolecanbefound@gmail.com>

Date: Mon, Dec 15, 2025 at 1:29 PM

Subject: Improved E-bike and E-scooter Regulations for Birmingham

To: <cballer@bhamgov.org>, <along@bhamgov.org>, <ahaig@bhamgov.org>, <bhost@bhamgov.org>, <bkolb@bhamgov.org>, <kkozowski@bhamgov.org>, <tlonge@bhamgov.org>

To the Birmingham Mayors and City Commissioners,

I am writing as a concerned resident to respectfully urge the City Commission to consider prohibiting the use of e-bikes, motor bikes, and scooters by children under the age of 16 within the City of Birmingham.

In recent months, there has been a noticeable increase in young children operating these motorized devices on public streets, sidewalks, and in neighborhood areas. Many of these riders appear to lack the necessary experience, judgment, and understanding of traffic laws to operate such vehicles safely. This poses a significant risk not only to the children themselves, but also to pedestrians, drivers, and other cyclists.

E-bikes, motor bikes, and scooters can reach speeds that are unsafe for younger riders and I have observed many children operating them without helmets or other protective equipment.

Establishing a clear age restriction would help promote public safety, reduce the likelihood of preventable injuries, and provide guidance to families regarding appropriate use of these devices. Many communities have already implemented similar regulations with positive results. An example of this is linked below. Highland Park, IL had a death of a child from a scooter accident, which resulted in these added laws. I think we should strongly consider similar actions before something happens to one or more of our children.

[Highland Park Illinois Regulations](#)

I respectfully ask the Commission to review this issue and consider implementing an ordinance that prohibits children under 16 from operating e-bikes, motor bikes, and scooters within city limits, or at minimum, establishes stricter safety requirements and enforcement measures.

Thank you for your time, consideration, and continued commitment to the safety and well-being of Birmingham residents.

Sincerely,
Nicole Nahigian

Winter conditions of our Tory Streets

1 message

Diane Roach Smith <dianesmith5912@gmail.com>
To: city-commission@bhamgov.org

Tue, Dec 30, 2025 at 11:49 AM

12/29/2025

Please make this not Public Record and speak to it at the next meeting.

The Streets around the Tory Area are terrible and this is the second winter they have been neglected. This year BDPW did not pick up the leaves and they turned into a catchall for water and they clogged the sewers that water froze and there has been off and on a 5 foot patch of ice from the curbs into the streets. Some residents including my family have to park on the street most of the time. I only have a One car garage and a one car drive way.

The Last snow fall all the residents between Melton and Eton on Sheffield had their cars in the drives I took a picture of what we were left with ice chunks unable to get to our houses from our cars.

I took a very bad fall not realizing there was ice behind my car. We started Salting the Street. We did that for health and safety. As a Resident I should not have to salt the Street.

Our taxes should be used for basic maintenance. There are no excuses. I waited to write this hoping the BDPW would step up. I witnessed shoddy salting and plowing already this winter and last year it was unacceptable.

This is the minimum the residents should expect from the City of Birmingham.

Diane Roach Smith 1494 E Melton Rd

12/30/2025



12/10/25



January 2024 and then this froze and we drove on it for weeks



2024



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Moratorium on Data Centers

1 message

'Keely Crimando' via City Commission <city-commission@bhamgov.org>

Wed, Jan 7, 2026 at 8:30 AM

Reply-To: Keely Crimando <kcrimando@loandepot.com>

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

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

Dear Mayor and Members of the Birmingham City Council,

I write as a resident and stakeholder in our community to respectfully request that the Birmingham City Council consider adopting a **temporary moratorium on the approval, permitting, or review of new data center projects within the City of Birmingham** while our local government evaluates current zoning provisions and develops a thoughtful and comprehensive land-use framework for this rapidly expanding type of development.

Recently, **the Northville City Council unanimously approved a 12-month moratorium on data centers and similar industrial facilities**. According to published reporting, Northville acted proactively *before* any formal data center applications were submitted to allow time for city officials, stakeholders, and residents to study the potential impacts and revise zoning codes where needed. During this moratorium, applications would be halted while the city examines amending its laws to address gaps and ensure transparency and citizen engagement in future decisions. [WXYZ 7 News Detroit](#)

I believe Birmingham is similarly positioned to benefit from a pause on new data center approvals while city staff and the Council:

- Review current **zoning ordinances, land-use policies, and infrastructure plans** related to data centers.
- Study potential **impacts on utilities (electricity, water, wastewater), traffic, property values, and the natural environment**.
- Engage the **community through public hearings, expert presentations, and open forums** before considering or approving any large-scale facility.
- Benchmark with neighboring communities and best practices from across Michigan.

A temporary moratorium would not prejudice future decisions on these projects, but rather ensure that when proposals do come forward, they are evaluated **with clear standards and broad community input**. This approach emphasizes *proactive planning* over reactionary decision-making and aligns with principled land-use governance.

I appreciate your service to Birmingham, and I urge you to consider this action in the interest of responsible planning and long-term community welfare. Thank you for your time and consideration.

Respectfully,

Keely Crimando

1171 Ruffner Avenue
Birmingham, MI 48009

Keely Crimando

Licensed Lending Officer

NMLS #1087629

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NOTICE OF INTENTION TO APPOINT TO THE ETHICS BOARD

At the regular meeting of Monday, January 26, 2026, the Birmingham City Commission intends to appoint the following positions to the Ethics Board:

- One regular member to serve the remainder of a three-year term to expire June 30, 2026
- One alternate member to serve the remainder of a three-year term to expire June 30, 2026

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, January 21, 2026. 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.

Duties

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

Criteria/Qualifications	Date Applications Due (by noon)	Date of Interview
Members shall be residents and have legal, administrative or other desirable qualifications.	1/21/2026	1/26/2026

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 PARKS AND RECREATION BOARD

At the regular meeting of Monday, March 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Parks and Recreation Board:

- Three regular members to serve three-year terms to expire March 13, 2029
- One alternate member to serve a three-year term to expire March 13, 2029

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, March 4, 2026. 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.

Duties

The Parks & Recreation Board consists of seven members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Parks & Recreation Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

The meetings are held the first Tuesday of the month at 6:30 P.M.

Criteria/Qualifications	Date Applications Due (by noon)	Date of Interview
Members must be electors of the City of Birmingham.	3/4/2026	3/9/2026

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 MUSEUM BOARD

At the regular meeting of Monday, January 26, 2026, the Birmingham City Commission intends to appoint the following position to the Museum Board:

- One regular member to serve the remainder of a three-year term to expire July 6, 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, January 21, 2026. 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.

Duties

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

Criteria/Qualifications	Date Applications Due (by noon)	Date of Interview
Shall be qualified electors of the City.	1/21/2026	1/26/2026

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.



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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF CONSUMERS ENERGY
COMPANY

CASE NO. U-21981

- Consumers Energy Company requests Michigan Public Service Commission for authority to increase its rates for the distribution of natural gas and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company One Energy Plaza, Jackson, MI 49201, 800-477-5050, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

DATE/TIME: Tuesday, January 13, 2026 at 9:00 AM

BEFORE: Administrative Law Judge Lesley C. Fairrow

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

*****AUTO**ALL FOR AADC 480

Clerk, City of BIRMINGHAM
PO Box 3001
Birmingham MI 48012-3001



The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 16, 2025 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail natural gas rates so as to provide additional revenue of approximately \$240 million annually above the level established in Case No. U-21806 based on a projected 12-month test year ending October 31, 2027; 2) authorize Consumers Energy to adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.25%; 3) approve the Defined Benefit Pension/Other Post-Employment Benefits Volatility Mechanism as proposed by Consumers Energy; 4) approve the Revenue Decoupling Mechanism as proposed by Consumers Energy; 5) grant the accounting authorizations as proposed by Consumers Energy; 6) approve the modifications to the rates, rules, and regulations as proposed by Consumers Energy; and 7) grant Consumers Energy such other and further relief as is just and reasonable.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 7, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Dept – Regulatory, 1 Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21981. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.

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