



**Agenda**  
**City Commission Regular Meeting**  
**Monday, January 26, 2026 - 7:00 PM**  
**151 Martin Street, Birmingham, MI**  
**City Commission Room 205**

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**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.**

**ANNOUNCEMENTS**

**APPOINTMENTS**

- A. Public Art Board  
1. Annie VanGelderren

To appoint \_\_\_\_\_ as a regular member to the Public Arts Board to to serve a three-year term to expire January 28, 2029.

- B. Ethics Board  
1. Lawrence Handler

To appoint \_\_\_\_\_ as a regular member to the Ethics Board to serve the remainder of a three-year term to expire June 30, 2026.

- C. Environmental Sustainability Committee  
1. Tina Burry

To appoint \_\_\_\_\_ as a regular member to the Environmental Sustainability Committee to serve the remainder of a three-year term to Febraury 1, 2028.

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

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

## 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 regular City Commission meeting minutes of January 12, 2026.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 14, 2026, in the amount of \$9,402,155.66.
- C. Resolution to approve the warrant list, including Automated Clearing House, dated January 21, 2026, in the amount of \$583,570.13.
- D. Resolution to approve Orchard, Hiltz & McCliment, Inc. (OHM) as the selected consultant for professional design services for St. James Park and Kenning Park for the base bid amount of \$244,000.
- E. Resolution to approve a request from the Piety Hill Chapter, NSDAR to hold the Memorial Day Service on Monday, May 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- F. Resolution to set a public hearing for the 2025 review of establishments which hold liquor licenses for consumption on premises and to consider the same establishments for 2026 renewal at the regular City Commission meeting on Monday, February 9, 2026, at 7:00 p.m.
- G. Resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on Oak Avenue from Greenwood Street to N. Old Woodward Avenue, Lakeside Drive from Oak Avenue to Randall Street, N. Glenhurst Drive from Oak Avenue to Pine Street, and Northlawn Boulevard from the Rouge River to Southfield Road on February 23, 2026 at 7:00 P.M.; and

If necessity is determined on February 23, 2026, to meet on March 9, 2026 at 7:00 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Oak Avenue from Greenwood Street to N. Old Woodward Avenue, Lakeside Drive from Oak Avenue to Randall Street, N. Glenhurst Drive from Oak Avenue to Pine Street, and Northlawn Boulevard from the Rouge River to Southfield Road.

- H. Make a motion adopting a resolution to approve a one-year Professional Service Agreement, with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services, with the option to extend the agreement at the discretion of the City Commission for up to a total of three years. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the city. Funding for these services shall be provided through collected permit fees.

AND

To amend the Schedule of Fees, Charges, Bonds, and Insurance, effective March 1, 2026, in the Community Development section as indicated by the consultant fee quote.

- I. Resolution to approve the following proposed fee increases to be implemented for the 2026



golf season: \$1 for weekday greens fees, \$2 for weekend green fees, \$1 for electric golf cart rental, \$5 for new resident membership, \$5 for renewing resident membership, \$25 for a business membership, \$25 for a single non-resident, \$25 for a dual non-resident, and \$25 for a family non-resident.

- J. Resolution to postpone the Public Hearing Date of Necessity for the replacement of staircases in the retaining wall meeting the requirements of assessments for all properties within the project area of Park Street, Brookside Avenue, and Ravine Road from February 9, 2026 to February 23, 2026, at 7:00 p.m.; and

Resolution to postpone the Public Hearing of Confirmation of the Roll from February 23, 2026 to Monday, March 9, 2026 at 7:00 p.m. for the replacement of staircases meeting the requirements for the assessments, for all properties within the project area of Park Street, Brookside Avenue, and Ravine Road.

## **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](http://bhamgov.org/manager).

- A. January 2026 City Manager's Report

## **7. UNFINISHED BUSINESS**

- A. Resolution to adopt the City's first Historic Preservation Master Plan.
- B. Resolution to make a motion in support of the City Manager's actions to continue to proceed under the terms of the Memorandum of Understanding between the City of Birmingham and Next in May 2023 to make renovations, upgrades and cosmetic improvements to the existing building at 400 E. Lincoln in support of Next moving into the building in May 2027.

## **8. NEW BUSINESS**

- A. Resolution to approve the Addendum to the Lease Agreement Between the City of Birmingham and the Young Men's Christian Association of Metropolitan Detroit to extend the lease through August 31, 2026 to allow the YMCA to offer summer camp programs in Birmingham for another year, and further to direct the Mayor and City Clerk to sign the Addendum to the Lease Agreement.
- B. Resolution to approve the draft community survey and authorize the distribution of the survey to the public.
- C. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- D. Commission discussion on items from a prior meeting.

## **9. REMOVED FROM CONSENT AGENDA**

## **10. COMMUNICATIONS**

- A. Communications regarding NEXT and the YMCA
- B. Communications regarding roads

- C. Communications regarding parking
- D. Communications regarding builders
- E. Communications regarding the building department
- F. Communications regarding the Community House

## **11. REPORTS**

- A. Commissioner Reports
  - 1. Notice of Intention to Appoint to the Cablecasting Board
  - 2. Notice of Intention to Appoint to the Environmental Sustainability Committee
  - 3. Notice of Intention to Appoint to the Board of Zoning Appeals
  - 4. Notice of Intention to Appoint to the Wayfinding and Branding Committee
- 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)



## NOTICE OF INTENTION TO APPOINT TO THE PUBLIC ARTS BOARD

At the regular meeting of Monday, January 26, 2026, the Birmingham City Commission intends to appoint the following positions to the Public Arts Board:

- Two regular members to serve three-year terms to expire January 28, 2029
- One alternate member to serve a three-year term to expire January 28, 2029
- One alternate member to serve the remainder of a three-year term to expire January 28, 2028

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://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 objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

### Applicant(s) Presented for City Commission Consideration:

| Applicant Name      | Criteria/Qualifications                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | Members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham. |
| Annie VanGeldereren | 18-year resident and president and CEO of the Birmingham Bloomfield Art                                                                                                                                                                                                                                                                                                                  |

|                                                          |
|----------------------------------------------------------|
| Center who has experience in fundraising and leadership. |
|----------------------------------------------------------|

SUGGESTED COMMISSION ACTION:

To appoint \_\_\_\_\_ as a regular member to the Public Arts Board to to serve a three-year term to expire January 28, 2029.

*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.*

## FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#104]

1 message

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

Thu, Jan 8, 2026 at 12:30 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                             | Public Arts Board                                                                                                                                                                                                                                                                                                                  |
| Specific Category/Vacancy on Board (see below)                                                                                                                                          | Non-resident position                                                                                                                                                                                                                                                                                                              |
| Name                                                                                                                                                                                    | Annie VanGelderen                                                                                                                                                                                                                                                                                                                  |
| Residential Address                                                                                                                                                                     |  <a href="#">3795 Loch Bend Drive</a><br><a href="#">Commerce Charter Township, MI 48382</a><br><a href="#">United States</a>                                                                                                                     |
| Business Address                                                                                                                                                                        |  <a href="#">1516 S. Cranbrook Rd.</a><br><a href="#">Birmingham, MI 48009</a><br><a href="#">United States</a>                                                                                                                                   |
| Phone Number *                                                                                                                                                                          | (248) 408-6132                                                                                                                                                                                                                                                                                                                     |
| Email<br>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. | <a href="mailto:AnnieVanGelderen@BBartcenter.org">AnnieVanGelderen@BBartcenter.org</a>                                                                                                                                                                                                                                             |
| Length of Residence                                                                                                                                                                     | 18                                                                                                                                                                                                                                                                                                                                 |
| Occupation                                                                                                                                                                              | President & CEO                                                                                                                                                                                                                                                                                                                    |
| Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.                                                                           | I have been an advocate for the arts for over 25 years - an artist, a teacher, on numerous boards and as President and CEO of an Arts Organization - specifically the Birmingham Bloomfield Art Center. I have been a dedicated public arts board member and currently serving as the Chair. This application is to renew my term. |
| List your related employment experience                                                                                                                                                 | I have been President & CEO of the Birmingham Bloomfield Art Center for 14 years. I have vast experience in exhibitions and broad relationships with artists in SE <a href="#">MI</a> .                                                                                                                                            |
| List your related community activities                                                                                                                                                  | Boards: MI Bank, VP Cultural Council of Birmingham/Bloomfield, Arts & Healing, Birmingham Bloomfield Chamber/Immediate Past Chair, Wayfinding Committee / Birmingham, Birmingham Tourism Committee                                                                                                                                 |
| List your related educational experience                                                                                                                                                | Along with being a professional artist & running an arts organization, I have a certificate in Fundraising Mgt. from Indiana University, Graduate of Leadership Oakland, Advanced Leadership Institute, and Leadership Detroit .                                                                                                   |
| To the best of your knowledge, do you or a member of your immediate family have any                                                                                                     | No                                                                                                                                                                                                                                                                                                                                 |

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.

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

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|                                                                    |    |
|--------------------------------------------------------------------|----|
| Are you an elector (registered voter) in the City of Birmingham? * | No |
|--------------------------------------------------------------------|----|

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## PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.

2 alternate members - must meet one of the already established criteria for regular members

Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

| Last Name            | First Name    | Home Business                        | E-Mail | Appointed        | Term Expires |
|----------------------|---------------|--------------------------------------|--------|------------------|--------------|
| <b>Andi</b>          | <b>Harris</b> | (248)765-3202                        |        | 3/27/2023        | 1/28/2028    |
| 1819 Washington Blvd |               |                                      |        | Regular member   |              |
| Birmingham           | 48009         | <i>andi.celeste.harris@gmail.com</i> |        |                  |              |
| <b>Bayer</b>         | <b>Jacob</b>  | (517) 559-3087                       |        | 2/24/2025        | 1/28/2028    |
| 371 E Frank St       |               |                                      |        | Regular member   |              |
| Birmingham           | 48009         | <i>jacobbayer@gmail.com</i>          |        |                  |              |
| <b>Carey</b>         | <b>Elaine</b> | (718) 490-9837                       |        | 10/16/2023       | 1/28/2026    |
| 937 Smith Ave        |               |                                      |        | Alternate member |              |
| Birmingham           | 48009         | <i>ekcarey@gmail.com</i>             |        |                  |              |
| <b>Graham</b>        | <b>Pam</b>    | (248) 408-6277                       |        | 2/27/2023        | 1/28/2026    |
| 884 Knox             |               |                                      |        | Regular member   |              |
| Birmingham           | 48009         | <i>pamcracker@gmail.com</i>          |        |                  |              |

| Last Name<br>Home Address                              | First Name              | Home<br>Business<br>E-Mail                                 | Appointed                                      | Term Expires                 |
|--------------------------------------------------------|-------------------------|------------------------------------------------------------|------------------------------------------------|------------------------------|
| <b>Heller</b><br>176 Linden<br>Birmingham              | <b>Barbara</b><br>48009 | (248) 540-1310<br>(313) 833-7834<br><i>bheller@dia.org</i> | 1/28/2002<br>Regular member                    | 1/28/2027                    |
| <b>Jamerson</b><br>245 Townsend<br>Birmingham          | <b>Lia</b><br>48009     | (248) 385-2320<br><i>liajamerson@dayspringvision.com</i>   | 6/9/2025<br>Regular member                     | 1/28/2028                    |
| <b>Neville</b><br>1516 E Melton<br>Birmingham          | <b>Monica</b><br>48009  | (248) 321-1776<br><i>monica.neville1@gmail.com</i>         | 2/5/2024<br>Regular Member                     | 1/28/2027                    |
| <b>Vacated</b>                                         | <b>10/3/2024</b>        |                                                            |                                                | 1/28/2028<br>Alernate Member |
| <b>VanGelderren</b><br>3795 Loch Bend<br>Commerce Twp. | <b>Annie</b><br>48382   | (248) 408-6132<br><i>annievangelderren@bbartcenter.org</i> | 1/13/2020<br>Artist/major cultural institution | 1/28/2026                    |



## Public Arts Board ATTENDANCE RECORD

Name of Board: Public Arts Board

Year: 2025

Members Required for Quorum:

| MEMBER NAME             | 3/19 | 4/16 | 7/16 | 8/20 | 9/17 | 10/22 | 11/19 | Total Mtgs. Att. | Total Absent | Percent Attended Available |
|-------------------------|------|------|------|------|------|-------|-------|------------------|--------------|----------------------------|
| <b>REGULAR MEMBERS</b>  |      |      |      |      |      |       |       |                  |              |                            |
| Andi Harris             | CA   | P    | A    | A    | A    | CA    | P     | 2                | 4            | 33%                        |
| Jacob Bayer             | NA   | P    | P    | A    | P    | CA    | A     | 3                | 3            | 50%                        |
| Pam Graham              | CP   | A    | A    | P    | A    | CA    | P     | 2                | 4            | 33%                        |
| Barbara Heller          | CA   | P    | P    | P    | P    | CP    | P     | 5                | 0            | 100%                       |
| Lia Jamerson            | NA   | P    | P    | P    | P    | CA    | P     | 5                | 1            | 83%                        |
| Annie VanGelderren      | CP   | P    | P    | P    | P    | CA    | P     | 5                | 1            | 83%                        |
| Monica Neville          | CP   | P    | P    | P    | P    | CP    | P     | 5                | 0            | 100%                       |
| Alexa Weinberg (Studer) | CA   | A    | A    | A    | A    | CP    | A     | 0                | 5            | 0%                         |
| Reserved                |      |      |      |      |      |       |       | 0                | 0            | #DIV/0!                    |
| <b>ALTERNATES</b>       |      |      |      |      |      |       |       |                  |              |                            |
| Elaine Carey            | CA   | P    | A    | A    | A    | CA    | A     | 1                | 5            | 17%                        |
| Vacant                  |      |      |      |      |      |       |       | 0                | 0            | #DIV/0!                    |
| Reserved                |      |      |      |      |      |       |       | 0                | 0            | #DIV/0!                    |
| Reserved                |      |      |      |      |      |       |       | 0                | 0            | #DIV/0!                    |
| Present or Available    | 3    | 7    | 5    | 5    | 5    | 3     | 6     |                  |              |                            |

**KEY:**

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

## ARTICLE V. - PUBLIC ARTS BOARD

*Footnotes:*

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**Editor's note**— Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.

## Sec. 78-101. - Definitions.

*Art, civic* means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

*Art, public* means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

*Art, visual* means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

*Competition* means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

*Jury* means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

*Performance art* means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

*Rules of procedure* means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

## Sec. 78-102. - Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

## Sec. 78-103. - Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the public arts board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the public arts board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the public arts board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

#### Sec. 78-104. - Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

#### Sec. 78-105. - Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

#### Sec. 78-106. - Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. - Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. - Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. - Assistance.

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

(Ord. No. 1773, 12-17-01)

## Sec. 78-110. - Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

## Sec. 78-111. - Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

#### Sec. 78-112. - Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

#### Sec. 78-113. - Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)



## 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 Board of Ethics:

- 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](http://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.

### Applicant(s) Presented for City Commission Consideration:

| Applicant Name   | Criteria/Qualifications                                                                                                              |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|
|                  | Applicants shall be residents and have legal, administrative or other desirable qualifications.                                      |
| Lawrence Handler | 40-year resident who graduated from Chicago Medical School with vast experience dealing with ethical scenarios in the medical field. |

### SUGGESTED COMMISSION ACTION:

To appoint \_\_\_\_\_ as a regular member to the Ethics Board to serve the remainder of a three-year term to expire June 30, 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.*



Mya Brown &lt;mbrown@bhamgov.org&gt;

## FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#105]

1 message

'Wufoo' via Clerks Office &lt;ClerksOffice@bhamgov.org&gt;

Sun, Jan 11, 2026 at 9:51 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                |                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                    | Board of Ethics                                                                                                                                                                                  |
| Specific Category/Vacancy on Board (see below)                                                                                                                                 | Open or Alternate                                                                                                                                                                                |
| Name                                                                                                                                                                           | Lawrence Handler                                                                                                                                                                                 |
| Residential Address                                                                                                                                                            |  <a href="#">625 Wallace St.</a><br><a href="#">Birmingham, MI 48009</a><br><a href="#">United States</a>       |
| Business Address                                                                                                                                                               |  <a href="#">2125 Butterfield Suite 201N</a><br><a href="#">Troy, MI 48084</a><br><a href="#">United States</a> |
| Phone Number *                                                                                                                                                                 | (248) 819-0818                                                                                                                                                                                   |
| Email                                                                                                                                                                          | <a href="mailto:lhandlermd@gmail.com">lhandlermd@gmail.com</a>                                                                                                                                   |
| 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                                                                                                                                                            | 40 years                                                                                                                                                                                         |
| Occupation                                                                                                                                                                     | Surgeon                                                                                                                                                                                          |

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

I am a practicing surgeon with over 30 years of experience, during which I have navigated various ethical issues in my medical practice and on a hospital medical executive committee. As a Board member and current President of the Macomb County Medical Society, I have refined my leadership skills and reinforced my commitment to advocating for ethical standards in healthcare. Additionally, I have served for 20 years as a Board member and managing partner of an ambulatory surgical facility, focusing on patient care while fostering a collaborative work environment for surgeons and staff. My non-medical experience includes a 20-year tenure on a non-profit charitable foundation, where I vigorously advocated for compliance concerning conflicts of interest and the avoidance of self-dealing. These diverse experiences have provided me with a nuanced understanding of the complexities of ethical decision-making. I am eager to bring this background to the City of Birmingham by participating on the Board of Ethics.

**List your related employment experience**

1. Private Practice: Many years in private practice, specializing in Oculofacial and Reconstructive Surgery



2. Staff Privileges: Staff privileges at Beaumont and Henry Ford Macomb Hospitals

3. Teaching Responsibilities: Teaching responsibilities at both Beaumont Hospital and Henry Ford Macomb Hospital, educating residents and medical students.

4. Clinical Member: Active clinical appointment in the Oakland University/William Beaumont Medical School, involved in training and mentoring medical students.

5. Current Employment: Currently employed with EyeSouth Partners, where I continue to provide subspecialty care in Oculofacial and Reconstructive Surgery.

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#### List your related community activities

Both my wife and I have been long-time residents of Birmingham. We first met while living in apartments and later purchased a home in the City. We raised our children here, who both graduated from Groves High School. As a proud resident of Birmingham, I have wanted for a long time to find ways to give back to our community. With more flexible scheduling options available in my professional life, I am now excited to pursue opportunities for meaningful participation and contribution to our city.

---

#### List your related educational experience

I graduated from The University of Michigan with high distinction, followed by a medical degree from The Chicago Medical School and then Residency in Ophthalmology followed by Fellowship training at Children's Hospital of Philadelphia and The University of Pennsylvania. While I do not have formal training or an educational degree in the field of Ethics, I believe my extensive life experiences during my education and throughout my career have equipped me with a valuable perspective and skill set to qualify me for consideration to this Board.

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**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.**

None

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

No

---

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

Yes

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# BOARD OF ETHICS

Ordinance 1805 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

Ordinance 2378 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)

The board shall serve as an advisory body for purposes of interpreting the Code of Ethics. The board consists of three regular members and two alternate members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

| Last Name<br>Home Address           | First Name        | Home<br>Business<br>E-Mail                     | Appointed                    | Term Expires |
|-------------------------------------|-------------------|------------------------------------------------|------------------------------|--------------|
| <b>Hathaway</b><br>1056 Worthington | <b>Irene</b>      | (248) 330-7069<br><i>ibhathaway1@gmail.com</i> | 5/6/2024<br>Alternate Member | 6/30/2026    |
| <b>LeDuc</b><br>1357 W Lincoln      | <b>Melissa</b>    | (248) 723-5500<br><i>melissa@demolaw.com</i>   | 3/18/2024<br>Regular Member  | 6/30/2027    |
| <b>Nygren</b><br>1574 Maryland Blvd | <b>Erik</b>       | (630) 631-3820<br><i>erikjnygren@gmail.com</i> | 6/23/2025<br>Regular Member  | 6/30/2028    |
| <b>Vacated</b>                      | <b>11/14/2024</b> |                                                | Alternate Member             | 6/30/2026    |
| <b>Vacated</b>                      | <b>12/15/2025</b> |                                                | Regular Member               | 6/30/2026    |

## Sec. 2-325. - Violation, enforcement and advisory opinions.

(a) *Board of ethics.*

- (1) The city commission shall appoint a board of ethics, consisting of three members, as an advisory body for the purpose of interpreting this code of ethics.
- (2) The initial three members of the board of ethics shall be appointed for one-, two-, and three-year terms of office respectively, which shall begin on July 1, 2003. If appointed prior to July 1st, they shall begin their terms of office immediately and their terms shall include the additional time prior to July 1st. Terms of office shall expire on June 30th of the respective years.

Thereafter, all members shall be appointed to three-year terms, beginning July 1, so that only one member's term expires each year. A member shall hold office until his or her successor is appointed. The city commission shall fill a vacancy by an appointment for the unexpired term only.

- (3) The city commission may also appoint not more than two alternate members for the same term as regular members of the board of ethics. An alternate member may be called on a rotating basis to sit as a regular member of the board of ethics in the absence of a regular member, and shall have the same voting rights as a regular member of the board of ethics. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained or recused for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made.
- (4) The board of ethics shall be made up of residents of the city who have legal, administrative or other desirable qualifications.
  - a. The members of the board of ethics shall serve without compensation, and shall not be elected officials, persons appointed to elective office, full-time appointed officials or city employees, nor shall they be currently serving on any other city board or commission.
  - b. The board shall select its own presiding officer from among its members.
  - c. The board shall establish such procedures it deems necessary or appropriate to perform its functions as set forth in this article.

(b) *Functions of the board of ethics.* When there is a question or a complaint as to the applicability of any provision of this code to a particular situation, that question or complaint shall be directed to the board of ethics. It shall then be the function of the board of ethics to conduct hearings and/or issue an advisory opinion, as applicable.

- (1) Hearings. The board of ethics shall follow the following hearing procedure:
  - a.

The board shall, within seven days after any matter is brought to its attention, set a date certain for hearing said matter.

- b. The board shall, at least 28 days before the hearing date, send notice of such hearing, accompanied by a concise statement of the alleged breach of this code of ethics, to any person requested to appear before them, by certified mail, return receipt requested, to addressee only.
  - c. Any person requested to appear before a board of ethics hearing may request one extension for a period not to exceed 28 days. Extensions thereafter will be granted only under extreme circumstances.
  - d. Any person requested to appear before a board of ethics hearing may be accompanied by his or her attorney.
  - e. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.
  - f. All findings of board hearings shall be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (2) Advisory opinions. All advisory opinions so issued shall also be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.
- (3) After the board of ethics' advisory opinions and/or hearing findings have been published:
- a. The city commission shall be responsible for imposing any sanction for a violation of this Code on one of its members or any person appointed by the commission to any city board.
  - b. If it becomes necessary to seek the removal of a city official after the board of ethics' advisory opinion and/or hearing findings, the city shall follow the requirements for removal of a public official in accordance with the laws of the state.
  - c. The city manager shall be responsible for imposing any discipline for a violation of this Code on any employee of the city.

(Ord. No. 1805, 4-28-03; Ord. No. 1810, 5-19-03; Ord. No. 1819, 1-12-04; Ord. No. 2378, 4-25-23)



## NOTICE OF INTENTION TO APPOINT TO THE ENVIRONMENTAL SUSTAINABILITY COMMITTEE

At the regular meeting of Monday, January 26, 2026, the Birmingham City Commission intends to appoint the following positions to the Environmental Sustainability Committee:

- One regular member to serve the remainder of a three-year term to expire February 1, 2028

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://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 Environmental Sustainability Committee (ESC) is a non-administrative board serving solely in an advisory capacity. In that capacity, the ESC may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

The ESC consists of seven regular members and two alternate members appointed by the City Commission. Members of the committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Applicant(s) Presented for City Commission Consideration:

| Applicant Name | Criteria/Qualifications                                                                                                                                                                                                                                                                                                                                                     |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and |

|            |                                                                                                                                              |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|            | construction, water and storm water, solid waste, and environmental law.                                                                     |
| Tina Burry | 27-year resident who graduated from Michigan State University with a Bachelor's of Science who currently works as an environmental engineer. |

**SUGGESTED COMMISSION ACTION:**

To appoint \_\_\_\_\_ as a regular member to the Environmental Sustainability Committee to serve the remainder of a three-year term to expire February 1, 2028.

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



Mya Brown &lt;mbrown@bhamgov.org&gt;

## FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#106]

1 message

'Wufoo' via Clerks Office &lt;ClerksOffice@bhamgov.org&gt;

Mon, Jan 19, 2026 at 8:14 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

|                                                                                                                                                                                         |                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Board/Committee of Interest                                                                                                                                                             | Environmental Sustainability Committee                                                                                                             |
| Specific Category/Vacancy on Board (see below)                                                                                                                                          | Regular Member                                                                                                                                     |
| Name                                                                                                                                                                                    | Tina Burry                                                                                                                                         |
| Residential Address                                                                                                                                                                     |  1915 Hazel Street<br>Birmingham, Michigan 48009<br>United States |
| Phone Number *                                                                                                                                                                          | (810) 577-2776                                                                                                                                     |
| Email<br>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. | tinaburry@yahoo.com                                                                                                                                |
| Length of Residence                                                                                                                                                                     | 27 years                                                                                                                                           |
| Occupation                                                                                                                                                                              | Environmental Engineer                                                                                                                             |

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

I currently work as the manager for circular economy for General Motors. I am passionate about leveraging the principles of circular economy to build resilient and sustainable systems that support the organization's journey to carbon neutrality. I have experience implementing sustainability projects in large, complex organizations and understand the importance of relationship building and establishing shared value across diverse stakeholders. I have worked with and am knowledgeable of greenhouse gas emissions accounting and reporting. I believe my knowledge and experience in environmental compliance and sustainability will be an asset to the community as it looks to implement the work necessary to achieve it's roadmap to a Green Healthy Climate and carbon neutrality by 2050. My husband and I have lived in the City of Birmingham for 27 years and I would like to contribute my skills to support improving the community.

**List your related employment experience**

In my current role as the Manager for Circular Economy at General Motors, I am responsible for establishing our product circularity goals and leading efforts to achieve zero-waste performance across our global operations. Prior to stepping into this role in 2023, I managed Waste and Indirect Chemical procurement contracts for GM's North American operations from 2021 to 2023. Before that, I served as an Environmental Manager, leading a team focused on regulatory compliance and improving air, water, and waste performance within GM's manufacturing operations.

Before joining GM in 2015, I spent 17 years as an Environmental Engineer and Manager with a global consulting firm, where I developed and implemented solutions to complex environmental and sustainability challenges across multiple industries—including automotive manufacturing, oil and gas refining, and electric power generation. My work included projects such as conducting a comprehensive Greenhouse Gas Emission Inventory for a power generation facility in California.

**List your related community activities**

I am an active member for the League of Women Voters and have volunteered my time to support the organization and execution of candidate forums in the Birmingham community. I have also served as a coach for Girls on the Run at Birmingham Covington since 2018.

**List your related educational experience**

I have a Bachelor of Science in Geology from Michigan State University.

**To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.**

No

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

No

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

Yes





# Environmental Sustainability Committee

10-566-24

Terms: 3-years

**Members:** The ESC shall consist of seven regular members and two alternate members appointed by the City Commission who reside within City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

**Duties:** The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

| Last Name                     | First Name       | Home Business  | Appointed                                 | Term Expires |
|-------------------------------|------------------|----------------|-------------------------------------------|--------------|
| Home Address                  |                  |                |                                           |              |
| E-Mail                        |                  |                |                                           |              |
| <b>Bell</b>                   | <b>A. Harvey</b> | (248) 047-0960 | 12/16/2024                                | 2/1/2028     |
| 848 Pleasant                  |                  |                | regular                                   |              |
| <i>ahbell4@gmail.com</i>      |                  |                |                                           |              |
| <b>Blizinski</b>              | <b>Leah</b>      |                |                                           |              |
| 151 Martin                    |                  |                | Department of Planning, Ex-officio Member |              |
| <i>lblizinski@bhamgov.org</i> |                  |                |                                           |              |
| <b>Chapman</b>                | <b>Trenton</b>   | (248) 842-0621 | 1/27/2025                                 | 2/1/2026     |
| 1164 Holland Street           |                  |                | regular                                   |              |
| <i>tchap2015@gmail.com</i>    |                  |                |                                           |              |

| Last Name                                      | First Name     | Home Business  | Appointed                                    | Term Expires |
|------------------------------------------------|----------------|----------------|----------------------------------------------|--------------|
| <b>Coatta</b>                                  | <b>Melissa</b> |                |                                              |              |
| 151 Martin St<br><i>mcoatta@bhamgov.org</i>    |                |                | Department of Engineering, Ex-officio Member |              |
| <b>Edwards</b>                                 | <b>Lara</b>    | (734) 717-8914 | 1/13/2025                                    | 2/1/2027     |
| 1636 Bowers<br><i>lmedwards08@gmail.com</i>    |                |                | regular                                      |              |
| <b>Fairbairn</b>                               | <b>Melissa</b> |                |                                              |              |
| 151 Martin St<br><i>mfairbairn@bhamgov.org</i> |                |                | Assistant City Manager, Ex-officio Member    |              |
| <b>Harpel</b>                                  | <b>Celeste</b> | (248) 797-5982 | 12/1/2025                                    | 2/1/2027     |
| 520 Willits<br><i>caherpel@airodyne.com</i>    |                |                | alternate                                    |              |
| <b>Horner</b>                                  | <b>Debra</b>   | (248) 854-4411 | 12/16/2024                                   | 2/1/2027     |
| 1800 Pine<br><i>dhorner@umich.edu</i>          |                |                | regular                                      |              |
| <b>Mercurio</b>                                | <b>Joseph</b>  | (248) 568-4656 | 12/16/2024                                   | 2/1/2028     |
| 1060 Lake Park<br><i>jfm248@gmail.com</i>      |                |                | regular                                      |              |
| <b>Rubino</b>                                  | <b>Sara</b>    | (248) 219-7950 | 1/13/2025                                    | 2/1/2026     |
| 2008 Pembroke<br><i>rubinos@oakgov.com</i>     |                |                | regular                                      |              |

| Last Name                     | First Name   | Home Business | Appointed                                        | Term Expires |
|-------------------------------|--------------|---------------|--------------------------------------------------|--------------|
| Home Address                  |              |               |                                                  |              |
| E-Mail                        |              |               |                                                  |              |
| <b>Vacant</b>                 |              |               |                                                  | 2/1/2026     |
|                               |              |               | alternate                                        |              |
| <b>Vacated</b>                | 11/25/2025   |               |                                                  | 2/1/2028     |
|                               |              |               | Regular                                          |              |
| <b>Zielinski</b>              | <b>Scott</b> |               |                                                  |              |
| 151 Martin St                 |              |               | Department of Public Services, Ex-officio Member |              |
| <i>szielinski@bhamgov.org</i> |              |               |                                                  |              |

CITY OF BIRMINGHAM  
ORDINANCE NO. **2509**

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 82. – PLANNING, TO ADD ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 82. – Planning, Article VI. – Environmental Sustainability Committee:

ARTICLE VI. – ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Sec. 82-107. – Composition.

- a) The Environmental Sustainability Committee shall consist of seven (7) regular members. Each member of the committee shall reside within the City limits. Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and stormwater, solid waste, and environmental law.
- b) The City Commission may appoint two (2) alternate members to serve as needed on the Environmental Sustainability Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Environmental Sustainability Committee in the absence of a regular member. An alternate member shall have the same voting rights as a regular member of the Environmental Sustainability Committee when seated in the place of a regular member.
- c) The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

Sec. 82-108. – Terms.

- a) Members of the Environmental Sustainability Committee shall be appointed by the City Commission for terms of office of three (3) years; except that two members of the first board shall be appointed to serve for a term of one year, two for terms of two years, and three for terms of three years. All members shall hold office until their successors are appointed. A vacancy occurring in the membership of the Environmental Sustainability Committee for any cause shall be filled by a person appointed by the City Commission for the duration of the unexpired term.

Sec. 82-109. – Organization and meetings.

- a) The Committee shall, from its appointed members, elect a chairperson and vice-chairperson. Each officer will serve a one-year term and may be re-elected. The chairperson shall preside over the Committee and shall have a right to vote. The vice-chairperson shall, in the case of absence or disability of the chairperson, perform the duties of the chairperson. The Planning Director or an authorized representative shall act as secretary of the Committee and shall keep a record of all its proceedings.
- b) At least four (4) voting members of the Environmental Sustainability Committee shall constitute a quorum for the transaction of its business.
- c) All meetings of the Environmental Sustainability Committee shall be open to the public, and any person or their duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the Environmental Sustainability Committee makes its decision.
- d) The concurring affirmative vote of four (4) members of the Environmental Sustainability Committee shall be required for approval of any resolution, motion or other action by the Environmental Sustainability Committee.
- e) The Environmental Sustainability Committee shall hold meetings at such time and place as may be established by the Committee.

Sec. 82-110. – Scope of authority.

- a) The Environmental Sustainability Committee is a non-administrative board serving solely in an advisory capacity. In that capacity, the committee may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

Sec. 82-111. – Purpose and duties.

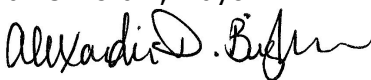
The purpose of the Environmental Sustainability Committee shall be to assist in instituting policies and practices that enhance the natural & built environment, improve quality of life, and foster equity & resiliency in the City and to advise the City Commission on the implementation of the Birmingham Green: Healthy Climate Plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the Committee shall endeavor to provide (but is not limited to) the following:

- 1) Support to the Planning Board, Multi-Modal Transportation Board, Historic District Commission, or other boards or commissions regarding the sustainable development of the City.
- 2) Perform reviews and updates of the Birmingham Green: Healthy Climate Plan.
- 3) When requested by the City Manager or Planning Director, an objective and technical evaluation of public development projects.
- 4) When requested by the City Commission or Planning Board, an objective and technical evaluation of private development plans.
- 5) Updated greenhouse gas inventories.
- 6) Education and training opportunities for Birmingham residents and stakeholders.
- 7) Not later than April 1 of each year, the Environmental Sustainability Committee shall prepare and submit to the City Manager a tentative outline of its program for the ensuing year.

Ordained this 7 day of October, 2024. Effective upon publication.

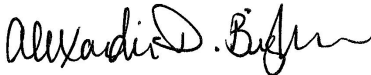


Elaine McLain, Mayor



Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held Monday, October 7, 2024 and that a summary was published Sunday, December 1, 2024.



Alexandria D. Bingham, City Clerk



**City Commission**  
**Monday, January 12, 2026 - 7:00 p.m.**  
**151 Martin Street, Birmingham**  
**City Commission Room 205**  
**Vimeo Link: <https://vimeo.com/1153722243>**

---

**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  
Commissioner Andrew Haig  
Commissioner Brad Host  
Commissioner Kevin Kozlowski  
Commissioner William Kolb  
Commissioner Therese Longe

Absent: Mayor Pro Tem Anthony Long

Staff: City Manager Ecker; Assistant City Manager Clemence, Planning Director Dupuis, Assistant City Manager Fairbairn, City Attorney Gaudenzi

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

**PROCLAMATIONS**

Celebrating 250 years of American Independence in 2026

**ANNOUNCEMENTS**

**APPOINTMENTS**

**01-001-26 Nomination of Temporary Mayor Pro Tem**

**MOTION:** Nomination by Baller, seconded by Kolb:

To nominate Therese Longe as temporary Mayor Pro Tem.

**VOICE VOTE**

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

Nays: None

Recused: None

**01-002-26 Cablecasting Board**

William Frykman was interviewed for the appointment.

**MOTION:** Motion by Host:

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

**VOICE VOTE**

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

Nays: None

Recused: None

CC Bingham swore in the present appointee.

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

David Bloom supported the Mayor's comments regarding the evening's proclamation, supported an audit of Next's finances if Next occupies a City building, supported maintaining pool access at 400 E. Lincoln, and supported exploring how new occupants of the Community House might benefit the City.

Linda Solomon commented regarding community support for the Community House.

Mike Clift supported operating 400 E. Lincoln as an indoor recreational fitness facility for community benefit.

Paul Reagan commented regarding the City's approach to the Community House and the YMCA.

**5. CONSENT AGENDA**

**01-003-26 Consent Agenda**

**MOTION:** Motion by Longe, seconded by Host:

To approve the consent agenda, excluding Item E.

**ROLL CALL VOTE**

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

Nays: None

Recused: None

- 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 January 12, 2026.
- 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.
- 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.

**01-004-26      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**

Commissioner Haig pulled Item E to request clarification at the public hearing that deliveries to the Daxton will be limited to vans or similar-sized vehicles.



MOTION: Motion by Haig, seconded by Host:

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.

ROLL CALL VOTE

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

Nays: None

## **6. CITY MANAGER'S REPORT**

None.

## **7. UNFINISHED BUSINESS**

None.

## **8. NEW BUSINESS**

### **01-005-26      Zoning Ordinance Update Project - Consultant Selection**

PD Dupuis introduced the item, the Houseal Lavigne (HL) team spoke regarding the item, and J. Bryan Williams, Vice Chair of the Planning Board, spoke regarding the item.

The HL team answered questions from the Commission.

Commissioners discussed the following regarding the item:

- It was helpful to understand that brief check-ins between the HL team and City staff would not be counted as 'calls' for the purposes of HL's proposed communications.
- Any changes made to the zoning ordinance should be emphasized in some way for the benefit of the public.
- When clarifications to the zoning ordinance are made, it would be helpful to know the source of the recommended interpretation.
- It is important to solicit feedback from the community members who use the zoning ordinance most often.
- It was helpful that HL confirmed that while it would be doing an analysis of the zoning ordinance conformity of every parcel, it would not be doing an analysis of every improvement on each parcel.
- It will be important that the distinctive character of each residential neighborhood is preserved through the ordinance updates.

### Public Comment

Mr. Bloom supported the recommendation that changes to the ordinance be emphasized for clarity and

supported increasing the clarity around non-conforming lots and lot coverage.

Mr. Reagan commented regarding community perspectives on density, seams, accessory dwelling units, short term rentals, and parking.

**MOTION:** Motion by Longe, seconded by Haig:

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 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.

**ROLL CALL VOTE**

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

Nays: None

**01-006-26 Three Year Agreement – Plante Moran Realpoint – Professional Owner's Representative to Explore Public/Private Partnership Opportunities**

ACM Clemence introduced the item and the Plante Moran Realpoint (PMR) team spoke regarding the item.

Commissioners discussed the following regarding the item:

- There was a typographical error in the provided documentation. The PMR team should be vigilant about catching similar errors.
- Real estate development was not the only context in which the City would need PMR's services.
- The Commission has not asked PMR to seek out potential collaborators for public-private partnerships (P3s) at this time.
- P3s can pose some financial risk for the City, while private collaborators can assume somewhat less legal and financial risk. It will be important to find and work with developers who are as invested in the project as the City is.
- Plante Moran and PMR are separate businesses only joined at the top level. There should be no conflict between using Plante Moran for the City's auditing and using PMR for these services.

**MOTION:** Motion by Longe, seconded by Kolb:

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.

**ROLL CALL VOTE**

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

Nays: None

## **Birmingham Historic Preservation Master Plan**

PD Dupuis presented the item and answered questions regarding the item.

Commissioners discussed the following regarding the item:

- This was a well done Plan and presentation. Congratulations were given to the Planning Director and the Historic District Commission (HDC).
- 'Consider' a demolition delay ordinance might be more appropriate than 'adopt' a demolition delay ordinance. This was discussed at the workshop on the draft Plan. Explaining that the intent is to study a potential demolition delay ordinance could be helpful.
- While the Plan seems to assert that any building might be considered historic, it might be worth clarifying that buildings are potentially historic based on age, architectural significance, or matters of other significance.
- This is a Plan, and it does not obligate the City to do certain things or give the City additional permissions to impose regulations or rules.
- 'PRO-9 – Incorporate historic preservation values, principles, and processes into municipal policy, facilities planning, and programs at all levels of municipal activity' was discussed at the workshop on the draft Plan, and could be made slightly less broad. As written, this could impose excess layers of regulation or delay on City actions.
- 'B2B-8 – Increase and regularize enforcement of maintenance requirements to ensure that historic materials are not lost to neglect' was discussed at the workshop on the draft Plan, and might pose challenges to some owners of private, historic properties. The regulatory and financial implications of such enforcement should also be more considered.
- Historic preservation can be financially burdensome for some individual property owners.
- The Commission is seeking to avoid imposing excessively burdensome regulations on residents.
- It is sometimes possible to assess the historic value of a property relatively quickly. Each evaluation may not have to be in-depth.
- Some parties seeking demolitions may find ways around the potential impact of a demolition delay.
- Historic preservation is important, and staff should be afforded two weeks to integrate the requested amendments.
- In the last decade, an estimated 75-100 homes have been demolished annually within the City.
- Despite the request for some small changes, the Commission is supportive of the large majority of the Plan.
- Participation in the City's historic preservation programs is voluntary.

### Public Comment

Patricia Lang opposed the Commission's decision to postpone adopting the Plan.

## **Commission Items for Future Discussion**

None.

**Commission discussion on items from a prior meeting**

Commissioner Host made the following motion, and the motion died for lack of a second: 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).

**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 Torry streets
- E. Communication regarding a moratorium on data centers

**11. REPORTS**

- A. Commissioner Reports
  - i. Notice of Intention to Appoint to the Ethics Board
  - ii. Notice of Intention to Appoint to the Parks and Recreation Board
  - iii. Notice of Intention to Appoint to the Museum Board
- B. Commissioner Comments

The Mayor commented regarding the YMCA and the Community House.

The Mayor advised any parties interested in potentially working with the City to operate the pool at 400 E. Lincoln to contact the City Manager.

Commissioner Haig commented that data centers consume a significant amount of resources, and cannot always be identified from the exterior of the building. He recommended the City look into geomats for the green belt areas on west Wembleton.

Commissioners Host and Haig shared concerns about the road conditions on west Wembleton.

Commissioner Host supported holding a workshop on water, sewer, and roads infrastructure and requested more gravel be added on west Wembleton.

The Mayor received assurance from the City Manager that the City is informing residents on west Wembleton of the City's efforts to improve conditions.

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

**12. ADJOURN**

The Commission motioned to adjourn at 9:51 p.m.

A handwritten signature in black ink, appearing to read 'Laura Eichenhorn', written over a light gray rectangular background.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

# City of Birmingham

## Warrant List Dated 01/14/2026

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| Check Number       | Early Release | Vendor # | Vendor                              | Amount    |
|--------------------|---------------|----------|-------------------------------------|-----------|
| <u>PAPER CHECK</u> |               |          |                                     |           |
| 103                | *             | CC MISC  | WENDY ABDOO                         | 20.00     |
| 104                | *             | 009478   | ODP BUSINESS SOLUTIONS, LLC         | 0.00      |
| 307321             | *             | 005430   | 21ST CENTURY MEDIA- MICHIGAN        | 500.00    |
| 307322             | *             | 007037   | ACME PARTYWORKS                     | 2,500.00  |
| 307323             |               | 006638   | ACTION MAT & TOWEL RENTAL, INC      | 35.36     |
| 307324             |               | BDREFUND | ADCO CONSTRUCTION SERVICES          | 200.00    |
| 307325             |               | MISC     | ANNA MARIE GLAROS                   | 96.53     |
| 307326             |               | 009202   | AQUARIUM DESIGN INC                 | 245.00    |
| 307327             | *             | 001466   | ASCAP                               | 500.00    |
| 307328             | *             | 006759   | AT&T                                | 685.52    |
| 307329             | *             | 006759   | AT&T                                | 437.32    |
| 307330             | *             | 006759   | AT&T                                | 73.38     |
| 307331             | *             | 006759   | AT&T                                | 73.38     |
| 307332             | *             | 007540   | BIO SYSTEMS, INC.                   | 1,345.00  |
| 307333             |               | 003526   | BOUND TREE MEDICAL, LLC             | 685.84    |
| 307334             | *             | 009078   | CANON SOLUTIONS AMERICA INC         | 608.10    |
| 307335             | *             | 010169   | CANTU-MILLER VENTURES LLC           | 3,700.00  |
| 307336             |               | 007732   | CAPITAL TIRE, INC.                  | 704.00    |
| 307337             | *             | 000444   | CDW GOVERNMENT INC                  | 2,969.70  |
| 307338             |               | 009167   | COL'S FAMILY RESTAURANT             | 188.00    |
| 307339             |               | BDREFUND | Craftsman Masonry LLC               | 100.00    |
| 307340             |               | BDREFUND | CRANBROOK CUSTOM HOMES LLC          | 6,000.00  |
| 307341             | *             | 009815   | CULLIGAN OF ANN ARBOR/DETROIT       | 11.00     |
| 307342             | *             | 010176   | DANIEL PATTON                       | 244.42    |
| 307343             |               | 000233   | DEAN SELLERS                        | 2,259.86  |
| 307344             |               | BDREFUND | DORAID MARKUS                       | 100.00    |
| 307345             | *             | 000179   | DTE ENERGY                          | 33.62     |
| 307346             | *             | 000179   | DTE ENERGY                          | 1,116.55  |
| 307347             | *             | 000179   | DTE ENERGY                          | 532.44    |
| 307348             | *             | 000179   | DTE ENERGY                          | 262.08    |
| 307349             |               | 000179   | DTE ENERGY                          | 73.56     |
| 307350             | *             | 000179   | DTE ENERGY                          | 127.72    |
| 307351             | *             | 000179   | DTE ENERGY                          | 22.07     |
| 307352             | *             | 000180   | DTE ENERGY                          | 55,550.46 |
| 307353             | *             | 009340   | DVM UTILITIES                       | 8,089.88  |
| 307354             | *             | 000274   | E-Z-GO DIVISION OF TEXTRON INC      | 3,678.62  |
| 307355             |               | 010008   | ELIZABETH C. CHIAPELLI, PLLC        | 832.00    |
| 307356             |               | 004367   | ENSEICOM, INC.                      | 3,925.00  |
| 307357             | *             | 000936   | FEDEX                               | 24.09     |
| 307358             |               | BDREFUND | FORWARD COMMERCIAL GROUP            | 100.00    |
| 307359             |               | BDREFUND | FOUNDATION SYSTEMS OF MICHIGAN INC. | 195.00    |
| 307360             | *             | 010073   | FRESCO COMMERCIAL CLEANING          | 720.00    |

# City of Birmingham

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|--------------|---------------|----------|-------------------------------------|----------|
| 307361       | *             | 009480   | FUN EVENT GROUP INC.                | 599.00   |
| 307362       |               | BDREFUND | GANTNER, RONALD J                   | 100.00   |
| 307363       | *             | 004604   | GORDON FOOD                         | 845.71   |
| 307364       | *             | 006554   | H & P PROTECTIVE SERVICES, INC.     | 1,724.40 |
| 307365       |               | BDREFUND | HANSONS GROUP LLC                   | 100.00   |
| 307366       |               | BDREFUND | HEWSON HOMES LLC                    | 300.00   |
| 307367       | *             | 001956   | HOME DEPOT CREDIT SERVICES          | 307.91   |
| 307368       | *             | 001040   | HOOR MEDIA LLC                      | 2,295.00 |
| 307369       | *             | 009303   | TREVOR HULBERT                      | 750.00   |
| 307370       | *             | 009259   | IHEART MEDIA                        | 4,779.98 |
| 307371       |               | MISC     | JACLYN MILLER                       | 19.14    |
| 307372       | *             | 009518   | STICK A PIG IN IT                   | 1,675.00 |
| 307373       |               | 010031   | JOHN J KENNEDY                      | 1,139.20 |
| 307374       | *             | 009946   | JORDAN ZUPPKE LAW                   | 384.00   |
| 307375       | *             | 009403   | JUSTIN ZAYID                        | 7,206.00 |
| 307376       |               | 010025   | KBW CRIMINAL LAW                    | 384.00   |
| 307377       |               | BDREFUND | KEYSTONE HOMES                      | 2,500.00 |
| 307378       |               | 009904   | KINGSCOTE CHEMICALS, INC.           | 203.62   |
| 307379       | *             | 004904   | KONICA MINOLTA BUSINESS SOLUTIONS   | 8,634.91 |
| 307380       | *             | 004904   | KONICA MINOLTA BUSINESS SOLUTIONS   | 282.85   |
| 307381       | *             | 010177   | SHERMAN ABDO                        | 795.90   |
| 307382       | *             | 009963   | LAW OFFICE OF ROBERT J MORAD PLLC   | 384.00   |
| 307383       |               | 000797   | THE LIBRARY NETWORK                 | 1,133.00 |
| 307384       | *             | 009451   | LIFESTYLE PUBLICATIONS LLC          | 2,500.00 |
| 307385       |               | BDREFUND | LIGHTHOUSE ELECTRICAL SERVICE       | 117.00   |
| 307386       | *             | 009626   | MICHELLE FRANCIS                    | 70.00    |
| 307387       |               | MISC     | LISA CHRISTIE                       | 23.98    |
| 307388       |               | 009375   | LITHIA MOTORS, INC SUPPORT SERVICES | 33.92    |
| 307389       | *             | 009350   | LITTLE GUIDE LLC                    | 6,000.00 |
| 307390       |               | BDREFUND | LIVE WELL CUSTOM HOMES LLC          | 400.00   |
| 307391       |               | 010003   | MANOOGIAN LAW PLLC                  | 960.00   |
| 307392       | *             | 009995   | MARINA CHUPAC PLLC                  | 2,981.00 |
| 307393       |               | BDREFUND | MARTINO ENTERPRISES INC             | 100.00   |
| 307394       | *             | 009546   | MASTERS TELECOM                     | 64.36    |
| 307395       |               | BDREFUND | Matt Knio                           | 200.00   |
| 307396       | *             | MISC     | MICHAEL HUOT                        | 66.11    |
| 307397       | *             | 009251   | MICHIGAN RADIO NPR                  | 675.00   |
| 307398       |               | 000230   | MIKE SAVOIE CHEVROLET INC           | 640.35   |
| 307399       |               | 007163   | MOBILE HEALTH RESOURCES             | 1,681.40 |
| 307400       |               | BDREFUND | MOORE, MARLAND M                    | 100.00   |
| 307401       |               | BDREFUND | MORHAUS DEVELOPMENT, LLC            | 200.00   |
| 307402       |               | BDREFUND | MULLIN, TURKIE AWADA                | 100.00   |
| 307403       |               | 009735   | NATHAN BARANSKI                     | 112.00   |

# City of Birmingham

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| Check Number         | Early Release | Vendor # | Vendor                           | Amount       |
|----------------------|---------------|----------|----------------------------------|--------------|
| 307404               | *             | 007665   | NATIONWIDE POWER SOLUTIONS INC.  | 1,116.67     |
| 307405               | *             | 004827   | NICK'S MAINTENANCE SERVICE       | 10,700.00    |
| 307406               | *             | 001686   | OAKLAND CO CLERKS ASSOC          | 105.00       |
| 307407               | *             | 000477   | OAKLAND COUNTY                   | 566,995.95   |
| 307408               | *             | 000919   | OAKLAND COUNTY TREASURER         | 207.19       |
| 307409               | *             | 006231   | OGLETREE, DEAKINS, NASH, SMOAK & | 3,840.00     |
| 307410               | *             | 010151   | PARTY DREAMS RENTAL INC          | 1,968.00     |
| 307411               |               | BDREFUND | PRO BUILDING                     | 100.00       |
| 307412               |               | BDREFUND | RANDAZZO MECHANICAL HTG CLG      | 155.00       |
| 307413               |               | 008852   | REDGUARD FIRE & SECURITY INC     | 300.00       |
| 307414               | *             | 002675   | RESERVE ACCOUNT                  | 5,000.00     |
| 307415               | *             | 009949   | SMALL LAW PLLC                   | 384.00       |
| 307416               | *             | 010175   | EDWARD RICKETTS                  | 4,685.20     |
| 307417               |               | BDREFUND | RUSSELL ELECTRIC INC             | 584.00       |
| 307418               | *             | 002806   | SAM'S CLUB/SYNCHRONY BANK        | 1,532.49     |
| 307419               |               | 007098   | SHAW SYSTEMS & INTEGRATION       | 51.00        |
| 307420               |               | 007142   | SHERWIN-WILLIAMS COMPANY         | 47.54        |
| 307420               | *             | 007142   | SHERWIN-WILLIAMS COMPANY         | 106.37       |
| 307421               |               | 000260   | SPARTAN DISTRIBUTORS INC         | 399.65       |
| 307422               |               | 010144   | BONDY LAW, PLLC                  | 768.00       |
| 307423               | *             | 009964   | STAGE2 DATA INC.                 | 554.40       |
| 307424               |               | 002809   | STATE OF MICHIGAN                | 962.38       |
| 307425               | *             | 005349   | STREETSIDE SEAFOOD               | 100.00       |
| 307426               | *             | 008985   | DANIEL SUTTKUS                   | 450.00       |
| 307427               | *             | 007408   | T-MOBILE                         | 813.39       |
| 307428               |               | 000286   | TARGET SPECIALTY PRODUCTS        | 3,700.53     |
| 307429               | *             | 009775   | THE LITTLE DONUT FACTORY, LLC    | 995.00       |
| 307430               | *             | 003173   | TIFFANY FLORIST                  | 354.70       |
| 307431               | *             | 004379   | TURNER SANITATION, INC           | 1,360.00     |
| 307432               | *             | 009863   | US BANK EQUIPMENT FINANCE        | 153.84       |
| 307433               | *             | 000158   | VERIZON WIRELESS                 | 76.02        |
| 307434               | *             | 000158   | VERIZON WIRELESS                 | 149.85       |
| 307435               | *             | 000158   | VERIZON WIRELESS                 | 1,203.74     |
| 307436               | *             | 000158   | VERIZON WIRELESS                 | 98.54        |
| 307437               | *             | 009806   | VFP FIRE SYSTEMS                 | 1,200.00     |
| 307438               | *             | 006863   | WXYZ/TV 7                        | 1,000.00     |
| 307439               |               | 009460   | BRANDON WYNN                     | 431.72       |
| 307440               | *             | 007683   | ZORO'S CHRISTMAS LIGHTS          | 4,000.00     |
| SUBTOTAL PAPER CHECK |               |          |                                  | \$769,784.41 |

### ACH TRANSACTION

|       |   |        |                                |          |
|-------|---|--------|--------------------------------|----------|
| 14972 | * | 001797 | ALLEGRA MARKETING, PRINT, MAIL | 98.47    |
| 14973 | * | 001357 | ART/DESIGN GROUP LTD           | 724.75   |
| 14974 |   | 009609 | BALIAN LEGAL, PLC              | 1,830.40 |



# City of Birmingham

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| Check Number | Early Release | Vendor # | Vendor                             | Amount       |
|--------------|---------------|----------|------------------------------------|--------------|
| 14975        | *             | 009358   | BEASLEY MEDIA GROUP, LLC           | 9,500.00     |
| 14976        | *             | 000517   | BEIER HOWLETT P.C.                 | 148.50       |
| 14977        | *             | 008840   | BIRMINGHAM PUBLIC SCHOOLS-TAXES    | 4,518,759.62 |
| 14978        | *             | 000542   | BLUE WATER INDUSTRIAL PRODUCTS INC | 118.50       |
| 14979        |               | 009183   | BOB ADAMS TOWING                   | 363.10       |
| 14980        |               | 008545   | JAIMI BROOK                        | 136.82       |
| 14981        | *             | 007835   | SARAH CHUNG                        | 655.50       |
| 14982        |               | 000605   | CINTAS CORPORATION                 | 464.42       |
| 14983        | *             | 000605   | CINTAS CORPORATION                 | 385.73       |
| 14984        | *             | 010165   | CITY OF BIRMINGHAM #272            | 59,908.48    |
| 14985        | *             | 008044   | CLUB PROPHET                       | 594.00       |
| 14986        |               | 001750   | COMERICA BANK - RETIREMENT         | 1,649.50     |
| 14986        |               | 001750   | COMERICA BANK - RETIREMENT         | 313,287.42   |
| 14987        |               | 003176   | COMERICA BANK - RHC                | 43.08        |
| 14987        |               | 003176   | COMERICA BANK - RHC                | 16,682.00    |
| 14988        |               | 001367   | CONTRACTORS CONNECTION INC         | 72.65        |
| 14989        | *             | 009557   | ZECO, LLC                          | 330.00       |
| 14990        | *             | 003825   | DEERE ELECTRIC INC                 | 274.50       |
| 14991        |               | 009515   | KAMERON DIMITRY                    | 61.60        |
| 14992        |               | 009996   | DOCUSIGN INC                       | 5,001.74     |
| 14993        | *             | 007538   | EGANIX, INC.                       | 960.00       |
| 14994        |               | 000196   | EJ USA, INC.                       | 1,632.96     |
| 14995        | *             | 009851   | EMINENT EXCAVATING LLC             | 762,216.02   |
| 14996        | *             | 006689   | F.D.M. CONTRACTING INC.            | 45,000.00    |
| 14997        |               | 009916   | FASTFIELD, INC.                    | 100.74       |
| 14998        | *             | 009387   | FRAIBERG & PERNIE PLLC             | 5,422.55     |
| 14999        | *             | 010153   | FRAIBERG, MATTHEW                  | 384.00       |
| 15000        | *             | 009862   | FUNNY BUSINESS AGENCY, INC.        | 1,400.00     |
| 15001        | *             | 007807   | G2 CONSULTING GROUP LLC            | 14,058.00    |
| 15002        | *             | 000243   | GRAINGER                           | 778.73       |
| 15003        | *             | 009249   | JCC CREATIVE LLC                   | 250.00       |
| 15004        |               | 009298   | JCR SUPPLY INC                     | 343.72       |
| 15005        | *             | 003458   | JOE'S AUTO PARTS, INC.             | 3,814.48     |
| 15006        | *             | 004085   | KONE INC                           | 16,687.87    |
| 15007        | *             | 009385   | LAW OFFICE OF MICHAEL J. DICK      | 384.00       |
| 15008        | *             | 005550   | LEE & ASSOCIATES CO., INC.         | 3,349.42     |
| 15009        | *             | 003527   | LOWER HURON SUPPLY CO INC          | 16.10        |
| 15010        |               | 009663   | MACQUEEN EQUIPMENT, LLC            | 60.92        |
| 15011        | *             | 008723   | BRADLEY MCNAB                      | 1,362.09     |
| 15012        | *             | 002631   | METRO PARENT PUBLISHING GROUP      | 2,250.00     |
| 15013        |               | 002013   | MIDWEST TAPE                       | 350.08       |
| 15014        |               | 002253   | NATIONAL BUSINESS FURNITURE        | 654.11       |
| 15015        |               | 001194   | NELSON BROTHERS SEWER              | 155.00       |

**City of Birmingham**  
**Warrant List Dated 01/14/2026**

Meeting of 01/26/2026

| Check Number             | Early Release | Vendor # | Vendor                              | Amount         |
|--------------------------|---------------|----------|-------------------------------------|----------------|
| 15015                    | *             | 001194   | NELSON BROTHERS SEWER               | 2,450.00       |
| 15016                    | *             | 008843   | OAKLAND COUNTY TREASURER- TAX PYMNT | 2,640,540.91   |
| 15017                    | *             | 009395   | ORLANDO LAW PRACTICE PC             | 768.00         |
| 15018                    | *             | 002767   | OSCAR W. LARSON CO.                 | 627.90         |
| 15019                    | *             | 009827   | PARKER TECHNOLOGY, LLC              | 6,058.17       |
| 15020                    | *             | 005688   | PEGASUS ENTERTAINMENT INC           | 5,613.00       |
| 15021                    | *             | 010154   | PERNIE, ERIC                        | 5,824.00       |
| 15022                    |               | 008028   | PK SAFETY SUPPLY                    | 579.50         |
| 15023                    |               | 009347   | SAFELITE FULFILLMENT, INC           | 836.76         |
| 15024                    | *             | 003785   | SIGNS-N-DESIGNS INC                 | 1,371.50       |
| 15025                    | *             | 001097   | SOCWA                               | 170,061.00     |
| 15026                    | *             | 004887   | TRUCK & TRAILER SPECIALTIES INC     | 543.10         |
| 15027                    | *             | 007278   | WHITLOCK BUSINESS SYSTEMS, INC.     | 4,276.91       |
| 15028                    |               | 000306   | WOLVERINE CONTRACTORS INC           | 98.93          |
| SUBTOTAL ACH TRANSACTION |               |          |                                     | \$8,632,371.25 |
| GRAND TOTAL              |               |          |                                     | \$9,402,155.66 |

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



Mary Chavez  
Finance Director/ Treasurer

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

# City of Birmingham

## Warrant List Dated 01/21/2026

Meeting of 01/26/2026

| Check Number       | Early Release | Vendor # | Vendor                            | Amount    |
|--------------------|---------------|----------|-----------------------------------|-----------|
| <u>PAPER CHECK</u> |               |          |                                   |           |
| 307441             |               | BDREFUND | 1602 E MAPLE LLC                  | 100.00    |
| 307442             |               | BDREFUND | 180 CONTRACTORS                   | 200.00    |
| 307443             |               | BDREFUND | 4 WAY CEMENT                      | 100.00    |
| 307444             | *             | 000855   | 48TH DISTRICT COURT               | 500.00    |
| 307445             |               | BDREFUND | 5K CONCRETE                       | 100.00    |
| 307446             | *             | 009346   | ACCUFORM PRINTING & GRAPHICS, INC | 10,948.00 |
| 307447             |               | 000167   | ANDERSON ECKSTEIN WESTRICK INC    | 5,500.00  |
| 307448             | *             | 006759   | AT&T                              | 259.84    |
| 307449             | *             | 006759   | AT&T                              | 176.98    |
| 307450             | *             | 006759   | AT&T                              | 452.25    |
| 307451             | *             | 006759   | AT&T                              | 192.09    |
| 307452             |               | 009911   | AXES & IRONS                      | 920.78    |
| 307453             |               | 003012   | BATTERIES PLUS BULBS              | 46.78     |
| 307454             | *             | 010026   | BCT DESIGN GROUP                  | 3,385.00  |
| 307455             | *             | 000522   | BIG BEAVER PLUMBING, HEATING INC. | 282.00    |
| 307456             | *             | 002429   | BIRMINGHAM BLOOMFIELD CHAMBER     | 2,500.00  |
| 307457             | *             | 000524   | BIRMINGHAM LOCKSMITH INC          | 133.50    |
| 307458             |               | BDREFUND | BIRMINGHAM PLBG CO INC            | 100.00    |
| 307459             |               | 003526   | BOUND TREE MEDICAL, LLC           | 239.85    |
| 307460             | *             | 009078   | CANON SOLUTIONS AMERICA INC       | 1,062.96  |
| 307461             | *             | 000444   | CDW GOVERNMENT INC                | 3,205.00  |
| 307462             |               | BDREFUND | CEDAR RESTORATION INC             | 100.00    |
| 307463             |               | MISC     | CLINTON-MACOMB PUBLIC LIBRARY     | 19.95     |
| 307464             | *             | 000627   | CONSUMERS ENERGY                  | 2,038.69  |
| 307465             |               | 008512   | COOL THREADS EMBROIDERY           | 418.98    |
| 307466             |               | 008582   | CORE & MAIN LP                    | 1,244.70  |
| 307467             |               | BDREFUND | COY CONSTRUCTION INC              | 100.00    |
| 307468             |               | BDREFUND | Craftsman Masonry LLC             | 100.00    |
| 307469             |               | BDREFUND | CROOKED TREE INC                  | 300.00    |
| 307470             |               | 003923   | CUMMINS SALES AND SERVICE         | 285.61    |
| 307471             |               | BDREFUND | CUNNINGHAM GLASS CO. INC.         | 100.00    |
| 307472             |               | BDREFUND | DANNIELLE RAYMOND                 | 100.00    |
| 307473             |               | 009455   | DEPATIE FLUID POWER GROUP         | 796.42    |
| 307474             | *             | 000179   | DTE ENERGY                        | 443.03    |
| 307475             | *             | 000179   | DTE ENERGY                        | 195.20    |
| 307476             | *             | 000180   | DTE ENERGY                        | 9,184.20  |
| 307477             |               | 008164   | GARY EISELE                       | 29.00     |
| 307478             |               | 004493   | ELITE IMAGING SYSTEMS, INC        | 1,644.80  |
| 307479             |               | 001495   | ETNA SUPPLY                       | 3,529.46  |
| 307480             |               | 000585   | FARMINGTON COMM. LIBRARY          | 3,250.73  |
| 307481             |               | BDREFUND | FERGUSON LANDSCAPING              | 100.00    |
| 307482             | *             | 007366   | FIRST ADVANTAGE OCCUPATIONAL CORP | 73.60     |

# City of Birmingham

## Warrant List Dated 01/21/2026

Meeting of 01/26/2026

| Check Number | Early Release | Vendor # | Vendor                              | Amount    |
|--------------|---------------|----------|-------------------------------------|-----------|
| 307483       |               | 009934   | FLOWMSP, INC.                       | 2,450.00  |
| 307484       |               | 007212   | FOSTER BLUE WATER OIL               | 1,071.35  |
| 307485       |               | BDREFUND | FOUNDATION SYSTEMS OF MICHIGAN INC. | 100.00    |
| 307486       |               | BDREFUND | FRATERNITE NOTRE DAME               | 100.00    |
| 307487       | *             | 004604   | GORDON FOOD                         | 483.50    |
| 307488       | *             | 000249   | GA BUSINESS PURCHASER LLC           | 356.62    |
| 307489       |               | 001531   | GUNNERS METER & PARTS INC           | 186.00    |
| 307490       |               | BDREFUND | HASSAN SALEH                        | 100.00    |
| 307491       |               | 003132   | HASTINGS AIR-ENERGY CONTROL INC     | 612.86    |
| 307492       |               | 009782   | HERSCH'S INC.                       | 1,050.89  |
| 307493       | *             | 001846   | HIGHWAY MAINTENANCE&CONSTRUCTION CO | 9,217.22  |
| 307494       | *             | 001846   | HIGHWAY MAINTENANCE&CONSTRUCTION CO | 49,315.28 |
| 307495       |               | 010006   | HJP LEGAL                           | 243.20    |
| 307496       | *             | 001956   | HOME DEPOT CREDIT SERVICES          | 618.34    |
| 307497       |               | BDREFUND | HUGHES BUILDING LLC                 | 100.00    |
| 307498       |               | 001090   | INGRAM LIBRARY SERVICES             | 18,431.36 |
| 307502       |               | BDREFUND | INSTREAM PM                         | 500.00    |
| 307503       |               | 000342   | INTERSTATE BATTERIES OF SE MICH     | 263.82    |
| 307504       |               | 000344   | J.T. EXPRESS, LTD.                  | 2,640.88  |
| 307505       |               | 010031   | JOHN J KENNEDY                      | 320.00    |
| 307506       |               | BDREFUND | JR VERVISCH BUILDING COMPANY        | 1,400.00  |
| 307507       | *             | 009403   | JUSTIN ZAYID                        | 640.00    |
| 307508       |               | 010065   | K & M TIRE INC                      | 362.00    |
| 307509       | *             | 004904   | KONICA MINOLTA BUSINESS SOLUTIONS   | 2,103.44  |
| 307510       |               | 004904   | KONICA MINOLTA BUSINESS SOLUTIONS   | 3,964.38  |
| 307511       |               | BDREFUND | KUNZ, DONALD J                      | 5,000.00  |
| 307512       |               | BDREFUND | LADUKE ROOFING & SHEET METAL        | 300.00    |
| 307513       |               | BDREFUND | LAKES DEVELOPMENT GROUP             | 21,000.00 |
| 307514       | *             | MISC     | LARK LOGISTICS, LLC                 | 400.00    |
| 307515       |               | 009375   | LITHIA MOTORS, INC SUPPORT SERVICES | 115.57    |
| 307516       |               | 009350   | LITTLE GUIDE LLC                    | 2,000.00  |
| 307517       |               | BDREFUND | LORI GAIL GREENBERG                 | 100.00    |
| 307518       |               | 009766   | LUNGHAMER FORD OF OWOSSO, LLC       | 57,896.00 |
| 307519       |               | UBREFUND | MARC GEORGE JONNA                   | 3,117.09  |
| 307520       |               | BDREFUND | MARK1RESTORATION                    | 200.00    |
| 307521       | *             | 000888   | MCKENNA ASSOCIATES INC              | 60,594.88 |
| 307522       |               | 009351   | MERRITT CIESLAK DESIGN PLC          | 12,000.00 |
| 307523       |               | BDREFUND | MICHAEL FRALEY                      | 500.00    |
| 307524       |               | BDREFUND | MICHAEL GOODWIN                     | 100.00    |
| 307525       |               | 001660   | MICHIGAN CAT                        | 776.66    |
| 307526       |               | BDREFUND | MICHIGAN REAL ESTATE & CONSTR       | 100.00    |
| 307527       |               | 001497   | MICHIGAN STATE POLICE               | 1,300.00  |
| 307527       | *             | 001497   | MICHIGAN STATE POLICE               | 100.00    |

**City of Birmingham**  
**Warrant List Dated 01/21/2026**

Meeting of 01/26/2026

| Check Number | Early Release | Vendor # | Vendor                              | Amount    |
|--------------|---------------|----------|-------------------------------------|-----------|
| 307528       |               | 008470   | MONROE COUNTY LIBRARY SYSTEM        | 85.98     |
| 307529       |               | BDREFUND | MT EVEREST MAINTENANCE              | 500.00    |
| 307530       |               | 009534   | NORTHWESTERN UNIVERSITY             | 4,800.00  |
| 307531       |               | 002853   | OAKLAND COMMUNITY COLLEGE           | 300.00    |
| 307532       | *             | 000477   | OAKLAND COUNTY                      | 3,244.75  |
| 307533       | *             | 004370   | OCCUPATIONAL HEALTH CENTERS OF MI   | 700.00    |
| 307534       |               | 006785   | OVERDRIVE, INC.                     | 18,217.96 |
| 307534       | *             | 006785   | OVERDRIVE, INC.                     | 5,852.37  |
| 307535       |               | 009698   | PCI INDUSTRIES, INC                 | 11,721.30 |
| 307536       |               | BDREFUND | PELLA WINDOWS & DOORS, INC.         | 500.00    |
| 307537       |               | 006432   | ELISABETH PHOU                      | 29.00     |
| 307538       | *             | 009367   | PRECISION PLUMBING                  | 662.00    |
| 307539       | *             | 009443   | COLIN QUACKENBUSH                   | 109.20    |
| 307540       |               | BDREFUND | RABINOWITZ, ADAM G                  | 1,525.00  |
| 307541       |               | 010079   | RELIANT FIRE APPARATUS OF MICHIGAN  | 525.74    |
| 307542       |               | BDREFUND | RIASHI CONTRACTING INC              | 300.00    |
| 307543       | *             | 007507   | RIEDEL SHOES INC                    | 821.13    |
| 307544       |               | BDREFUND | ROBERT-THOMAS LANDSCAPE ENVIRONMENT | 100.00    |
| 307545       |               | 010050   | RONALD A. MAC KOOL, JR., PLLC       | 352.00    |
| 307546       | *             | 002806   | SAM'S CLUB/SYNCHRONY BANK           | 173.88    |
| 307547       |               | BDREFUND | SCHOENHERR HOMES LLC                | 400.00    |
| 307548       |               | 009548   | SHARE CORPORATION                   | 199.70    |
| 307549       | *             | 008073   | SITEONE LANDSCAPE SUPPLY, INC       | 484.07    |
| 307550       |               | BDREFUND | SMITH, MICHAEL                      | 100.00    |
| 307551       |               | BDREFUND | SMOLYANOV HOME IMPROVMENT           | 100.00    |
| 307552       |               | BDREFUND | SPAGNA - WIAND LLC                  | 675.00    |
| 307553       |               | 010043   | STAMELL LAW, PLLC                   | 1,228.80  |
| 307554       |               | 009819   | SUCCESS 911, LLC                    | 845.00    |
| 307555       | *             | 001076   | TAYLOR FREEZER OF MICH INC          | 325.00    |
| 307556       | *             | 009590   | THE CINCINNATI INSURANCE COMPANY    | 21,710.00 |
| 307557       | *             | 009384   | THE EDITH BLAKNEY LAW FIRM, PLLC    | 384.00    |
| 307558       |               | BDREFUND | THOMAS SEBOLD & ASSOCIATES, IN      | 1,000.00  |
| 307559       |               | BDREFUND | TIMLIN BUILDING & DEV. LLC          | 100.00    |
| 307560       |               | BDREFUND | TITTLE BROTHERS CONSTRUCTION LLC    | 100.00    |
| 307561       |               | BDREFUND | TRI PHASE COMMERCIAL CONST LLC      | 800.00    |
| 307562       |               | MISC     | TROY PUBLIC LIBRARY                 | 9.34      |
| 307563       | *             | 004379   | TURNER SANITATION, INC              | 277.06    |
| 307564       | *             | 008941   | UPTOWN MARKET OF BIRMINGHAM         | 289.12    |
| 307565       | *             | 000158   | VERIZON WIRELESS                    | 459.74    |
| 307566       | *             | 000158   | VERIZON WIRELESS                    | 323.16    |
| 307567       | *             | 000158   | VERIZON WIRELESS                    | 154.09    |
| 307568       | *             | 000158   | VERIZON WIRELESS                    | 197.06    |
| 307569       |               | BDREFUND | WALLSIDE INC                        | 1,000.00  |

**City of Birmingham**  
**Warrant List Dated 01/21/2026**

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| Check Number           | Early Release | Vendor # | Vendor                              | Amount       |
|------------------------|---------------|----------|-------------------------------------|--------------|
| 307570                 |               | 000299   | WEINGARTZ SUPPLY CO.                | 534.89       |
| 307571                 |               | 009026   | WELLS FARGO VENDOR FIN SERV         | 768.47       |
| 307571                 | *             | 009026   | WELLS FARGO VENDOR FIN SERV         | 72.02        |
| 307572                 |               | BDREFUND | WINDOW PRO HOLDINGS LLC             | 500.00       |
| 307573                 | *             | 008408   | WISS, JANNEY, ELSTNER ASSOC. INC    | 2,225.00     |
| 307574                 | *             | 007620   | WJE-WISS, JANNEY, ELSTNER ASSOC.INC | 17,400.00    |
| 307575                 |               | 007708   | YPSILANTI DISTRICT LIBRARY          | 39.94        |
| 307576                 | *             | 000309   | ZEP SALES AND SERVICE               | 306.25       |
| SUBTOTAL PAPER CHECK   |               |          |                                     | \$420,218.76 |
| <u>ACH TRANSACTION</u> |               |          |                                     |              |
| 15029                  | *             | 009323   | ALEXANDRIA BINGHAM                  | 225.11       |
| 15030                  | *             | 000282   | APOLLO FIRE APPARATUS SALES AND SER | 597.64       |
| 15031                  | *             | 003946   | ARAMARK                             | 47.22        |
| 15032                  | *             | 007345   | BEVERLY HILLS ACE                   | 17.96        |
| 15033                  |               | 009183   | BOB ADAMS TOWING                    | 278.10       |
| 15034                  | *             | 003282   | LISA MARIE BRADLEY                  | 376.14       |
| 15035                  |               | 000605   | CINTAS CORPORATION                  | 199.44       |
| 15036                  | *             | 000605   | CINTAS CORPORATION                  | 171.55       |
| 15037                  |               | 000605   | CINTAS CORPORATION                  | 46.33        |
| 15038                  | *             | 009557   | ZECO, LLC                           | 550.00       |
| 15039                  | *             | 001077   | DUNCAN PARKING TECH INC             | 6,202.35     |
| 15040                  | *             | 007314   | FLEIS AND VANDENBRINK ENG. INC      | 520.00       |
| 15041                  |               | 010141   | GMES LLC                            | 3,473.09     |
| 15042                  | *             | 000243   | GRAINGER                            | 4,755.61     |
| 15043                  | *             | 010120   | GREAT LAKES ELECTRIC SUPPLY CO      | 472.40       |
| 15044                  | *             | 001672   | HAYES PRECISION INC                 | 90.00        |
| 15045                  |               | 000331   | HUBBELL ROTH & CLARK INC            | 4,046.24     |
| 15046                  |               | 009910   | IDI                                 | 144.00       |
| 15047                  | *             | 009390   | IDUMESARO LAW FIRM, PLLC            | 384.00       |
| 15048                  |               | 000261   | J.H. HART URBAN FORESTRY            | 41,023.81    |
| 15048                  | *             | 000261   | J.H. HART URBAN FORESTRY            | 7,844.37     |
| 15049                  | *             | 002576   | JAX KAR WASH                        | 146.00       |
| 15050                  | *             | 003458   | JOE'S AUTO PARTS, INC.              | 380.84       |
| 15051                  | *             | 004085   | KONE INC                            | 2,086.45     |
| 15052                  | *             | 008553   | L.G.K. BUILDING, INC                | 7,200.00     |
| 15053                  | *             | 009385   | LAW OFFICE OF MICHAEL J. DICK       | 320.00       |
| 15054                  | *             | 005550   | LEE & ASSOCIATES CO., INC.          | 5,515.75     |
| 15055                  |               | 009663   | MACQUEEN EQUIPMENT, LLC             | 1,421.36     |
| 15056                  | *             | 009398   | MARCIA C ROSS PC                    | 6,449.50     |
| 15057                  | *             | 008269   | MES SERVICE COMPANY, LLC            | 2,258.68     |
| 15058                  |               | 001035   | MUNICIPAL EMERGENCY SERVICES INC    | 6,548.42     |
| 15059                  | *             | 010019   | NARGIZ NESIMOVA, PLLC               | 2,370.40     |

**City of Birmingham**  
**Warrant List Dated 01/21/2026**

Meeting of 01/26/2026

| Check Number             | Early Release | Vendor # | Vendor                    | Amount       |
|--------------------------|---------------|----------|---------------------------|--------------|
| 15060                    |               | 009735   | NATHAN BARANSKI           | 295.00       |
| 15061                    |               | 008336   | NBS COMMERCIAL INTERIORS  | 852.00       |
| 15062                    | *             | 001194   | NELSON BROTHERS SEWER     | 613.00       |
| 15063                    | *             | 007856   | NEXT                      | 32,528.80    |
| 15064                    | *             | 006359   | NYE UNIFORM COMPANY       | 1,724.50     |
| 15065                    | *             | 001753   | PEPSI COLA                | 601.32       |
| 15066                    |               | 008028   | PK SAFETY SUPPLY          | 436.97       |
| 15067                    |               | 002852   | QMI GROUP INC             | 195.00       |
| 15068                    | *             | 005344   | RESERVE ACCOUNT           | 8,000.00     |
| 15069                    | *             | 003554   | RKA PETROLEUM             | 6,210.91     |
| 15070                    | *             | 000478   | ROAD COMM FOR OAKLAND CO  | 3,457.30     |
| 15071                    | *             | 001181   | ROSE PEST SOLUTIONS       | 433.00       |
| 15072                    |               | 009347   | SAFELITE FULFILLMENT, INC | 733.31       |
| 15073                    | *             | 010174   | SEGUIN MORRIS USA INC     | 1,107.50     |
| SUBTOTAL ACH TRANSACTION |               |          |                           | \$163,351.37 |
| GRAND TOTAL              |               |          |                           | \$583,570.13 |

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

Department of Public Services

**DATE:** January 26, 2026

**TO:** Jana Ecker, City Manager

**FROM:** Brad McNab, Parks and Recreation Assistant Manager  
Carrie Laird, Parks and Recreation Manager  
Scott Zielinski, DPS Director

**SUBJECT:** Professional Design Services — St. James and Kenning Parks

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### INTRODUCTION:

The 2024–2028 Parks and Recreation Master Plan and the City’s Parks and Recreation Bond Priority List identify St. James Park and Kenning Park as priority locations for reinvestment and improvement. Planned enhancements include playground improvements, accessible walking paths, site amenities, and other park infrastructure intended to improve accessibility, connectivity, and user experience.

In order to advance these projects toward construction, professional landscape, architectural and engineering design services are required. Staff is requesting City Commission approval to award a professional services agreement to Orchard, Hiltz & McCliment, Inc. (OHM) for design services for both St. James Park and Kenning Park.

### BACKGROUND:

The Department of Public Services issued a Request for Proposals (RFP) for Professional Design Services for St. James Park and Kenning Park in November 2025. A mandatory pre-bid meeting was held on November 19, 2025 to review the proposal. The RFP was advertised through the Michigan Intergovernmental Trade Network (MITN), with proposals due on December 16, 2025. Six (6) firms submitted proposals.

The selected consultant is expected to be familiar with, and integrate guidance from, other relevant City plans and initiatives including, but not limited to, the 2024–2028 Parks and Recreation Master Plan, the Birmingham 2040 Plan, City Commission goals, ADA guidelines, and sustainability best practices. The scope of work includes concept plan preparation supported by a robust public engagement process, including meetings with the public, special interest groups, the Parks and Recreation Board, and the City Commission to gather input and feedback.

The following firms submitted proposals and base bid fees:

| Company | Base Bid Fee Proposal |
|---------|-----------------------|
|---------|-----------------------|

5.D.



|                            |           |
|----------------------------|-----------|
| Giffels Webster            | \$178,500 |
| OHM                        | \$244,000 |
| Nowak & Fraus Engineers    | \$289,100 |
| Dul Landscape Architecture | \$298,500 |
| HRC                        | \$513,400 |
| AEW                        | \$523,600 |

The scope of work for design services includes, but is not limited to:

- Preparation of a new Park Concept Plan for St. James Park
- Updating and revising the 2014 Kenning Park Plan
- Engineering and landscape architectural plans and specifications suitable for construction
- Public engagement and stakeholder coordination
- Construction bidding assistance and construction administration services

The base bid includes six (6) to eight (8) public meetings to review drawings and progression of drawings at various board meetings. The City also requested a per meeting fee as an alternate should additional meetings be needed. In addition to preparing the plans and specs for this project, the selected consultant will perform preparation of bidding documents for construction, contract administration, and oversight of the construction project as part of the base bid proposal.

The RFP informed the consultants that their proposals would be being evaluated by a panel consisting of City staff and board members. The evaluation procedure and criteria used by the City utilized a qualifications based selection process in choosing consultants for consideration by the City Commission for the completion of this work. Representatives from DPS evaluated all six (6) proposals.

Based on the summary of evaluation scores by staff, the proposals with the top three (3) scores were from Dul Landscape Architecture, Nowak & Fraus Engineers, and OHM. Staff invited these firms to interview with the Parks & Recreation Board at their January 13, 2026 meeting

Based on board scoring (shown below) of proposals, presentations, and interviews, the board determined the recommendation for the professional design services project would be OHM.

1. OHM – 90.59
2. Nowak & Fraus Engineers – 86.62
3. Dul Landscape Architecture – 86.14

The Parks and Recreation Board recommends OHM for hire, as they received the highest average score. Based on previous City experience with OHM and the review of OHM's references, staff supports the Parks and Recreation Board's recommendation.

#### LEGAL REVIEW:

The City Attorney has conducted a review of the RFP – including the agreement – and has no

objections to its form or content.

**FISCAL IMPACT:**

The City has \$350,000 budgeted in the Parks System Construction Fund for this project. OHM's bid is within the proposed budget range at \$244,000.

**SUSTAINABILITY:**

In the RFP, the City specified the importance of sustainability and that new and/or innovative sustainable landscaping and/or construction methods or sustainable construction materials should be used when possible.

**DESIGN CONSIDERATIONS:**

The selected consultant is expected to be familiar with, and integrate guidance from, other relevant City plans and initiatives including, but not limited to, the 2024–2028 Parks and Recreation Master Plan, the Birmingham 2040 Plan, City Commission goals, ADA guidelines, and sustainability best practices.

**PUBLIC COMMUNICATIONS:**

The RFP was advertised on MITN and included a mandatory pre-bid meeting. The consultant selection process included public discussion and interviews at a Parks and Recreation Board meeting. Additional public engagement will occur throughout the design process, consistent with the RFP. This project was an item on the Parks and Recreation Board agenda in January 2026.

**SUMMARY:**

The Parks and Recreation Board recommends hiring OHM for professional design services for St. James Park and Kenning Park. This recommendation is supported by staff.

**ATTACHMENTS:**

1. Bid Tabulation
2. ITB-RFP Professional Design Services St. James & Kenning Parks
3. OHM\_St James and Kennings Park Proposal Final 20251216 reduced
4. OHM Interview Presentation
5. Evaluation Form
6. Agreement-Consultant (OHM) signature only
7. Birmingham COI

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve Orchard, Hiltz & McCliment, Inc. (OHM) as the selected consultant for professional design services for St. James Park and Kenning Park for the base bid amount of \$244,000. Funding is available from the Parks System Construction Fund: account #408.2-901.751-979.0000. In addition, once OHM has signed the agreement, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.



12/16/2025  
 Professional Design Services St. James & Kenning Parks  
 Bid Tabulation

| <b>Firm</b>                | <b>Cost</b> | <b>Alternates Offered</b>                                                   |
|----------------------------|-------------|-----------------------------------------------------------------------------|
| Giffels Webster            | \$178,500   | \$13,000 (2) restrooms \$900 per mtg fee                                    |
| OHM                        | \$244,000   | \$30,000 unisex restroom \$600 per mtg fee                                  |
| Nowak & Fraus              | \$289,100   | \$22,000 restroom<br>\$10,000 pavilion<br>\$400 per mtg fee                 |
| Dul Landscape Architecture | \$298,500   | \$2,500 each restroom (pre-fab)<br>\$9,000 topo survey<br>\$600 per mtg fee |
| HRC                        | \$513,400   | Restrooms, Pavilion per park up to \$120,000<br>\$2,400 per mtg fee         |
| AEW                        | \$523,600   | Restrooms, grant writing up to \$53,900<br>\$1,500 per mtg fee              |



## **REQUEST FOR PROPOSALS**

### **Professional Design Services for St. James & Kenning Parks**

Sealed proposals endorsed "Professional Design Services for St. James & Kenning Parks", will be received by the Department of Public Services, 851 S. Eton Street, Birmingham, Michigan, 48009, until **December 16, 2025 at 2:00 pm**, after which time bids will be publicly opened and read. Results will be posted on MITN.

Bidders will be required to attend a **mandatory pre-bid meeting on November 19, 2025 at 10:00 am at the Department of Public Services, Birmingham, MI 48009**. Bidders must register for the pre-bid meeting by 4:00 pm November 18, 2025 by contacting Carrie Laird at 248-530-1714 or [claird@bhamgov.org](mailto:claird@bhamgov.org).

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide professional design services to prepare a Park Concept Plan for St. James Park and to revise and update the 2014 Kenning Park Plan. Additionally, to provide Engineering and Landscape Architectural design services for each park for construction purposes. Finally the proposal shall include construction administration for all phases for each park. Qualifying firms must have the appropriate background and experience in Construction/Environmental Engineering and Landscape Architectural design services. 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 by contacting Carrie Laird, listed below.

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

**Mandatory Pre-Bid Meeting:** November 19, 2025 at 10:00 am.  
Department of Public Services  
851 S. Eton  
Birmingham, MI 48009

**Pre-bid Meeting RSVP:** by 4:00 pm November 18, 2025

**Deadline for Submissions:** December 16, 2025 by 2:00 pm EST

**Contact Person:** Carrie Laird  
Phone: 248-530-1714  
Email: [claird@bhamgov.org](mailto:claird@bhamgov.org)

**RFP Submitted to MITN:** November 7, 2025



## **REQUEST FOR PROPOSALS**

### **Professional Design Services for St. James & Kenning Parks**

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## **INTRODUCTION**

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Consultant."

The City is accepting sealed bid proposals from qualified professional firms to provide professional concept plan design and construction/environmental engineering and landscape architect design services for St. James and Kenning Parks. Qualifying firms must have the appropriate background and experience in design services for projects of a similar size and scope.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the City's best interest will be served and the City reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by January 27, 2026, pending award at the City Commission meeting on January 26th . An Agreement for services will be required with the selected Consultant. The Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide design services including concept plan preparation with robust public engagement, 3D renderings, and professional construction/environmental engineering and landscape design services for St. James Park and Kenning Park in the City of Birmingham. Services require meetings with and/or presentations to special interest groups and organizations that utilize the parks, the Birmingham senior community, the Parks and Recreation Board, and City Commission. Finally, the bid proposal shall include construction administration for both parks.

Design services are to include deliverables for each park such as park concept plans, topographic surveys, bid documents, site plans, construction plans and specifications. Construction administration for all phases of construction including construction staking are also part of this RFP.

## **MANDATORY PRE-BID MEETING**

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting at the Department of Public Services, 851 S. Eton, Birmingham, MI 48009. This meeting will be held on **November 19, 2025, at 10:00 am. RSVP by November 18, 2025, 4:00 pm.**

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than **December 16, 2025, 2:00 pm.** to:

City of Birmingham  
Attn: Carrie Laird  
851 S. Eton  
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "Design Services St. James & Kenning Parks". 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.

## **INSTRUCTIONS TO BIDDERS**

1. Firms submitting a proposal must complete the attached forms contained herein (see Consultant's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to:

Carrie Laird, 851 S. Eton, Birmingham, MI 48009

OR [claird@bhamgov.org](mailto:claird@bhamgov.org)

Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to bidders 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 at our sole discretion to the most responsive and qualified bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and 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 use a qualification-based selection process in choosing a consultant for the completion of the work. Interviews with firms may be a part of the evaluation process.

An evaluation panel will consist of City staff and any other person(s) designated by the City, such as but not limited to Parks & Recreation Board members, who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined
2. Firm background and personnel qualifications & certifications
3. Related experience with similar projects
4. Quality of materials proposed
5. Overall Costs
6. References

## **TERMS AND CONDITIONS**

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to 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 usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Consultant will not exceed the timelines established for the completion of this project.



## **CONSULTANT'S RESPONSIBILITIES**

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

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B)
  - b. Cost Proposal (Attachment C)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment D)
  - d. Agreement (**executed if selected by the City**).
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. The proposal shall include a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Discuss any ideas, innovative approach, or specific new concepts included in the proposal that would provide a benefit to the City and the environment. It is expected that approval for final concept plans for both locations will occur by June 9, 2026. It is expected the design engineering and project specifications for both locations will be at 100% completion by October 15, 2026.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-consultants and their qualifications, if applicable.
6. Provide three (3) client references from past projects, including current phone numbers. At least two (2) of the client references should be for similar projects.
7. Provide statement of acknowledgement that the Consultant will be available according to the proposed timeline.
8. The Consultant will be responsible for transportation to and from the City, as well as within the City for field work, at no cost to the City.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide historical data, any records on file for each location
3. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.
4. The City will coordinate any necessary soil borings.

## **SETTLEMENT OF DISPUTES**

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

## **INSURANCE**

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

## **CONTINUATION OF COVERAGE**

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

## **EXECUTION OF CONTRACT**

The Consultant whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful Consultant agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

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

## **CONFLICT OF INTEREST**

The successful Consultant is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful Consultant.

## **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**

It is anticipated that this project will commence upon award by the City Commission. A pre-project meeting will be scheduled after award to review project schedule.

|                                             |                                                                                                  |
|---------------------------------------------|--------------------------------------------------------------------------------------------------|
| RFP Submitted to MITN:                      | November 7, 2025                                                                                 |
| Pre-Bid Meeting RSVP deadline:              | November 18, 2025 by 4:00 pm                                                                     |
| Mandatory Pre-Bid Meeting:                  | November 19, 2025 at 10:00 am                                                                    |
| Deadline for Submissions:                   | December 16, 2025 by 2:00 pm                                                                     |
| Award of Bid:                               | Estimated for January 26, 2026                                                                   |
| Project Kickoff:                            | Work expected to begin upon approval by the City Commission (anticipated to be January 26, 2025) |
| Anticipated<br>Concept Plan final approval: | June 8, 2026                                                                                     |
| Design/Specifications Completion:           | October 15, 2026                                                                                 |
| Construction:                               | Spring/Summer 2027                                                                               |

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

## **BACKGROUND**

The [2024-2028 Parks and Recreation Master Plan](#) calls for upgrades to both St. James Park and Phase 2 of Kenning Park. St. James requires a new Concept Plan and Kenning requires revisions and updates to its [2014 Park Plan](#).

Kenning Park is the primary recreation complex owned by the City and is home to the recently updated Birmingham Ice Arena. The Birmingham Racquet Club resides at this location as well. Also, Kenning Park underwent upgrades to three ballfields in 2020.

St. James Park is located adjacent to the Birmingham YMCA, 400 E. Lincoln, which the City recently purchased. The City plans to partner with [Birmingham Next](#), the 50+ community center, to occupy the building in the upcoming months. The YMCA may maintain a small presence in the building, but plans to relocate the majority of its services. It is undetermined at this time for the future plans for improvements to the building.

The City may apply for a Michigan Natural Resource Trust Fund grant for the construction of one or both of these parks, and potentially other grant opportunities should they arise such as from Oakland County Parks and Recreation, in order to fund a portion of the design services or construction costs.

## **SCOPE OF WORK**

This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met. The Consultant shall perform the following services in accordance with the requirements as defined and noted herein:

The selected Consultant will work with City staff, the Parks and Recreation Board, City Commission and the public to create concept plans and detailed design drawings for St. James and Kenning Parks.

1. Concept Plan preparation shall be completed including several meetings with the public, special interest groups, Parks and Recreation Board and City Commission.
2. Conduct a topographic survey of both locations.
3. Prepare plans and construction specifications that may include but not limited to the following features based on public input, the 2024-2028 Parks and Recreation Master Plan, the Birmingham Plan (2040) and City Commission goals and objectives.
  - Accessible restrooms
  - Accessible walking paths
  - Sustainability/Green Infrastructure features
  - Landscaping, native gardens, and shade trees
  - Seating
  - Accessible/Inclusive Playgrounds
  - Electrical outlets and potentially lighting within the park areas
  - The utilization of conservation-minded design to minimize use of water and chemical controls and maximize positive environmental impact
4. Apply for permits for the project including City permits (no fee for City permits however, consultant must register with the City).
5. Provide Construction Administration managing all project details for both parks for all stages of construction anticipated for spring of 2027. Pre-construction duties include design review, bidding oversight and recommendation. Services required during construction include on-site inspections, submittal review, conflict resolution, change order management. Responsible for post construction tasks of project closeout and securing as-builts as well.

## **DELIVERABLES**

The Consultant shall provide:

1. Concept Plan development for both parks no later than May 15, 2026
2. 100% of design drawings and bid specifications for both parks no later than October 15, 2026
3. Permit applications for the City of Birmingham
4. Project documents including as-builts

## **MEETINGS AND PRESENTATIONS**

The Consultant shall expect to attend 6-8 meetings with various Boards and City Commission for each park and base their fees accordingly. Additional meetings could be required, see cost proposal to list a per meeting fee.

## **AGREEMENT**

### **Professional Design Services for St. James & Kenning Parks**

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**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and \_\_\_\_\_, a Michigan \_\_\_\_\_, 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 have professional design services including concept development, designs for construction, and construction administration for St. James and Kenning Parks; and

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide professional design services to prepare a Park Concept Plan for St. James Park, revise and update the 2014 Kenning Park Plan, provide Engineering and Landscape Architectural design services for each park for construction purposes, and provide construction administration for all phases of construction for each park, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and

**WHEREAS**, Consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform professional design services including concept development, designs for construction, and construction administration for St. James and Kenning Parks.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform professional design services for St. James & Kenning Parks, and the Consultant's cost proposal dated \_\_\_\_\_, 2025 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

**2. TERM:** This Agreement shall have a term of 3 years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services to the date the termination takes effect. In the event of termination, the Consultant shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all work performed by the Consultant through such date.

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

services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

**8. 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.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the 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.

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

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability

Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
  - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
  - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
  - 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of



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

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

City: City of Birmingham  
151 Martin St  
Birmingham, Michigan 48009  
Attn: Scott D. Zielinski, P.E.

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**13. 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.

**14. 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.

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

**17. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

**19. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**20. RESPONSE TO REQUESTS FOR PROPOSALS:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated \_\_\_\_\_, to the City's Request for Proposals dated November 7, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Consultant's \_\_\_\_\_ response, the terms of this Agreement shall prevail.

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

**CONSULTANT:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )

) ss:

COUNTY OF OAKLAND )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to

do so he/she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

Date: \_\_\_\_\_

**APPROVED:**

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

\_\_\_\_\_  
Scott D. Zielinski, P.E., Director of Public Services  
(Approved as to substance)

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

\_\_\_\_\_  
Mary J. Chavez, Finance Director  
(Approved as to financial obligation)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**Professional Design Services for St. James & Kenning Parks**

---

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

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

---

**PREPARED BY**  
**(Print Name)**

**DATE**

---

**TITLE**

**DATE**

---

**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

**PHONE**

---

**NAME OF PARENT COMPANY**

**PHONE**

---

**ADDRESS**

## ATTACHMENT C - COST PROPOSAL-St. James Park

**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications for all proposed materials as outlined in the Consultant's Responsibilities section of the RFP (p. 6)*

| <b>FEE PROPOSAL</b>                                                        |                   |
|----------------------------------------------------------------------------|-------------------|
| <b>St. James Park</b>                                                      | <b>BID AMOUNT</b> |
| Concept Plan Development including 3D Renderings                           |                   |
| Topographical Survey                                                       | \$                |
| Construction Plans                                                         | \$                |
| Specifications                                                             | \$                |
| Permits (other than City)                                                  | \$                |
| Meetings (6-8)                                                             | \$                |
| Construction Administration                                                | \$                |
| Miscellaneous: Any other items not listed above. Describe below or attach: | \$                |
| <b>Sub Total Base Bid Amount (St. James Park)</b>                          | <b>\$</b>         |
|                                                                            |                   |
| <b>ALTERNATE ITEM (If Necessary)</b>                                       | <b>BID AMOUNT</b> |
| Additional per Meeting Fee                                                 |                   |
| Other (please describe below or attach)                                    | \$                |

**ATTACHMENT C - COST PROPOSAL- Kenning Park**  
**Professional Design Services for St. James & Kenning Parks**

| <b>FEE PROPOSAL</b>                                                        |                   |
|----------------------------------------------------------------------------|-------------------|
| <b>Kenning Park</b>                                                        | <b>BID AMOUNT</b> |
| Updated Concept Plan Development including 3D Renderings                   |                   |
| Topographical Survey                                                       | \$                |
| Construction Plans                                                         | \$                |
| Specifications                                                             | \$                |
| Permits (other than City)                                                  | \$                |
| Meetings (6-8)                                                             | \$                |
| Construction Administration                                                | \$                |
| Miscellaneous: Any other items not listed above. Describe below or attach: | \$                |
| <b>Sub Total Base Bid Amount (Kenning Park)</b>                            | <b>\$</b>         |
|                                                                            |                   |
| <b>ALTERNATE ITEM (If Necessary)</b>                                       | <b>BID AMOUNT</b> |
| Additional per Meeting Fee                                                 |                   |
| Other (please describe below or attach)                                    | \$                |
|                                                                            |                   |
| <b>Grand Total</b>                                                         | <b>BID AMOUNT</b> |
| St. James Park Sub Total Base Bid                                          | \$                |
| Kenning Park Sub Total Base Bid                                            | \$                |
| <b>Total Base Bid</b>                                                      | <b>\$</b>         |

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**Professional Design Services for St. James & Kenning Parks**

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

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

---

**PREPARED BY**  
**(Print Name)**

---

**TITLE**

---

**AUTHORIZED SIGNATURE**

---

**COMPANY**

---

**ADDRESS**

---

**NAME OF PARENT COMPANY**

---

**ADDRESS**

---

**TAXPAYER I.D.#**





Proposal for Professional Design Services for

# **ST. JAMES AND KENNING PARKS**

City of Birmingham



**Proposal Due Date**  
Tuesday, December 16, 2025



December 15, 2025

City of Birmingham  
Ms. Carrie Laird  
851 S. Eton  
Birmingham, MI 48009

**RE: Professional Design Services for St. James & Kenning Parks**

Dear Ms. Laird:

As recreation facilities continue to be a driving force in the health and viability of our communities, it is exciting to see the City of Birmingham continue to adopt the recommendations of recently adopted 2024-2028 Parks and Recreation Master Plan. OHM Advisors is grateful for the opportunity to submit this proposal, and we are excited about the potential to assist the City of Birmingham in reimagining St. James Park and enhancing the 2014 concept for Kenning Park.

An award-winning multi-disciplinary firm, OHM Advisors is well suited to assist the City of Birmingham in developing thoughtful park designs that will represent the unique vision of your community. OHM is the ***Community Advancement Firm*** with over 60 years of experience helping communities like yours plan for and implement long lasting projects that continue to benefit their residents. Central to our team and our design process is the belief that a park design should foster positive change in the community, connect to the surrounding neighborhoods, and be feasible to implement.

**Our goal is to build on the unique community characteristics and existing strengths identified in the 2024-2028 Parks and Recreation Master Plan, coupled with valuable dialog with the Birmingham community, to develop thoughtful design considerations that embrace the community spirit and desired multi-generational goals.** The designs for both parks must build upon the needs of the community and represent a balanced vision that can be paired with actionable steps that will lead to implementation.

Living and working in our neighborhoods amplifies our passion. We are excited to assist you not only because our skills align with your needs, but because we seek to work where we live. Our team is local to the Oakland County region and is eager to work with Birmingham Park Staff to fulfil the goals of these park projects. We see the opportunity to capitalize on the investment in your park system for all residents and visitors to utilize into the future.

We appreciate the opportunity to help you to take this important step in designing and implementing these two parks to *Advance Birmingham!* If you have questions or need to contact us for further information, please email me at [stacey.tobar@ohm-advisors.com](mailto:stacey.tobar@ohm-advisors.com). We are proud to help our clients dream big, plan accordingly, and solve challenging problems, and we hope to be of service to you.

Sincerely,  
OHM Advisors



Stacey Tobar  
*Project Manager*

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# FIRM OVERVIEW & QUALIFICATIONS





# Who We Are

OHM ADVISORS

## We are the community advancement firm.

As the community advancement firm designing award-winning work across the architecture, engineering and planning spheres, we believe that something incredible grows out of a team of experts with individual specialties—ideas with bigger impact.

### Firm History

OHM Advisors was established in 1962 and has been growing steadily ever since. Some of our growth has been through strategic mergers and acquisitions and some has been organic, but the driving force has always been to create an exceptional team of people committed to best serving our clients.

### Firm Leadership

Since our beginnings, we've understood that meeting the advisory needs of our clients starts with building their trust. For over six decades, our goal has been to create honest client partnerships for today's challenges that last well into the future.

### FIRM OVERVIEW

A team of over **800** experts of diverse backgrounds and talents

**23** Locations and growing throughout MI, OH, IN, PA, KY, FL & TN

Experts in **10** collaborative disciplines

Advancing Communities since **1962**

### CONTRACT OFFICE

OHM Advisors  
2365 Pontiac Rd, Ste 201  
Auburn Hills, MI 48326  
ph 248.751.3100



Explore our innovative solutions to challenges at **OHM-Advisors.com**

# Our Services

## AREAS OF EXPERTISE



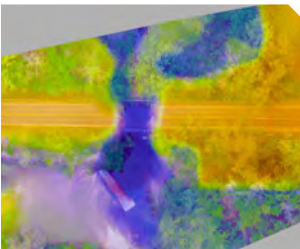
### Architecture ▾

- ▾ Complete Architectural Design Services
- ▾ Site & Facility Evaluation
- ▾ Facility Master Planning
- ▾ Space Planning & Programming
- ▾ Interior Design
- ▾ Sustainable Design



### Construction Engineering ▾

- ▾ Construction Design
- ▾ Construction Engineering & Observation
- ▾ Project Administration & Closeout



### GIS & Innovative Technologies ▾

- ▾ Mobile GIS
- ▾ Software Solutions
- ▾ System Analysis
- ▾ System Design & Implementation
- ▾ Innovative Technologies



### Landscape Architecture & Urban Design ▾

- ▾ Public Park Space & Master Plans
- ▾ Streetscapes
- ▾ Trails & Greenways
- ▾ Green Infrastructure
- ▾ Branding, Wayfinding & Signage
- ▾ Visualization & Graphics
- ▾ Site Design



### Mechanical, Electrical & Plumbing Engineering ▾

- ▾ Heating, Ventilation & Air Conditioning
- ▾ Plumbing
- ▾ Lighting & Controls
- ▾ Power Distribution
- ▾ Safety & Security



### Municipal Engineering ▾

- ▾ Community Engineering
- ▾ Infrastructure Assessment & Planning
- ▾ Funding Assistance
- ▾ Design & Implementation



### Planning ▾

- ▾ Public Engagement & Facilitation
- ▾ Economic Development Planning
- ▾ City & Regional Planning
- ▾ Land Development, Zoning & Entitlements
- ▾ Transportation Planning
- ▾ Codes & Standards



### Surveying ▾

- ▾ Road Design Surveys
- ▾ ALTA/NSPS Land Title Surveys
- ▾ Boundary Surveys
- ▾ Topographical Surveys
- ▾ Hydrographical Surveys
- ▾ Right-of-way Surveys
- ▾ As-built Surveys
- ▾ Stock Pile Volumetric Surveys
- ▾ Construction Layout



### Transportation ▾

- ▾ Traffic Engineering
- ▾ Transportation Planning
- ▾ Roadway & Highway Design
- ▾ Bridge Engineering & Diverse Structures
- ▾ Multimodal Transportation Engineering



### Water ▾

- ▾ Stormwater Management
- ▾ Drinking Water
- ▾ Wastewater
- ▾ Asset Management
- ▾ Ecological Services

## ENGAGEMENT TACTICS

### Engagement should be inclusive, fun, and inspiring.

By tailoring our planning process to each client, community, and project, we reach people where they are and create an environment where everyone feels welcome and valued. Equity and inclusion are essential to creating thriving communities; by engaging all members of the community, we gain the insight necessary to build a well-rounded strategy, while cultivating excitement around the project. The following strategies are those which have proved effective for us in past projects. See the Project Understanding & Approach section for the engagement methods we propose using for St. James & Kenning Parks.



**Design Charrettes** allow for collaboration and idea sharing and serve as an arena for participants to share their aspirations, insights, and feedback for the plan.



OHM's **digital and social engagement** ensures equitable participation and maximum engagement. We utilize tools such as Zoom, Miro, Mentimeter, Google Jamboard, Typeform, QR codes, social media platforms, and project websites.



**Pop-ups** are a great way of meeting people where they're at - whether it be coffee shops, recreational centers, grocery stores, etc. Meeting people where they are can be just as, if not more, effective than attending a formal public meeting.



## GUIDING TENETS OF OUR PROCESS

### TRUST

A fundamental building block in any relationship is **trust**. Building trust allows people to move beyond the veil and expose the root.

### COLLABORATION

By placing engagement and **collaboration** at the forefront of our process, we can ensure that the resultant plan is rooted in the community.

### VISION

Success in the previous two keys, trust and collaboration, leads to a strong **vision** that our team will guide the community in bringing to life.



Through **immersive engagement tools** such as illustrative conceptual renderings, Virtual Reality, clear graphics, and concise reports, we provide real, substantive idea of what the plan is recommending, generating excitement and support for the recommendations.



An **area tour** can be performed early on in the planning process and include the client team and stakeholders to physically identify constraints, opportunities, and other site related elements to lay the foundation.



**Public open houses** are a celebration of the efforts of all the stakeholders and community members who would have participated in the planning process and help to build excitement into the implementation of the recommendations for the client team.

## VISUALIZATION

Visualization has been a big part of our design process for many years – so much so, that we’ve recently implemented a dedicated Visualization discipline within OHM. We’ve frequently utilized plan renderings and 3D modeling to help convey the intent of our designs and highlight specific details or special features of our projects. We’ve even generated full scale models that can be viewed through ocular lenses to create an experience of what a finish space will actually “feel” like once completed. Below are some visualization examples comparable to your project that we’ve developed in the past.



Wood Lane Playground Concept, Bowling Green, OH



Broughton Road Stone Curve Concept, Macomb Township, MI



Wadsworth Memorial Park Play Area, Wadsworth, OH



Roosevelt Park Bird's Eye Rendering, Detroit, MI



# TEAM QUALIFICATIONS

*Sylvan Glen Park, Troy, MI*

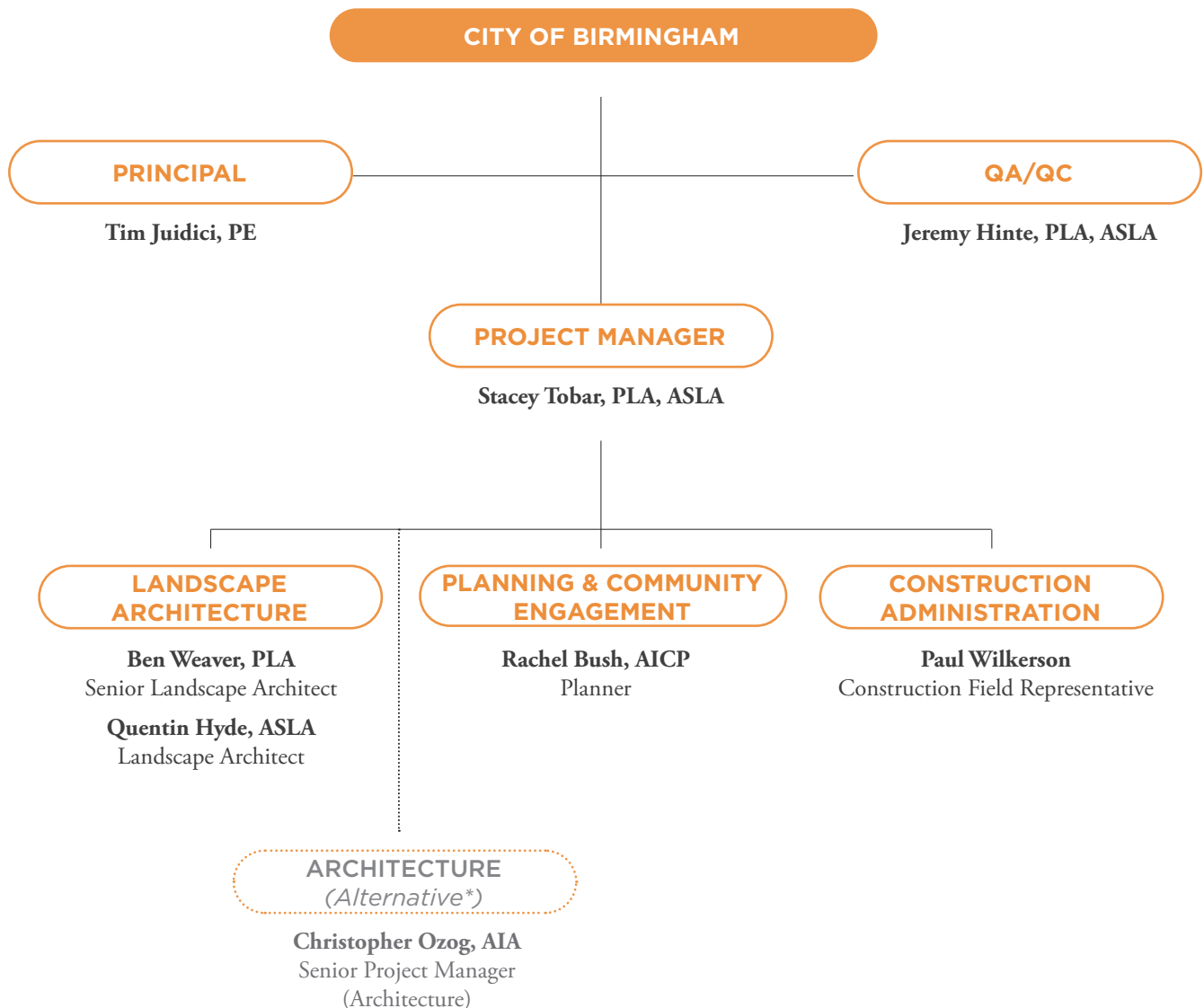




# Your Project Team

## ORGANIZATION CHART

OHM Advisors attests to the fact that the key personnel provided within this proposal have adequate availability to provide the services as outlined in this document. In addition to the key staff that will support the project directly, we have over 800 professionals firm-wide to provide as-needed support to our clients.



### Tim Juidici, PE

PRINCIPAL



#### Education

- Bachelor of Science in Civil Engineering, Michigan Technological University, 2004

#### Professional Registration(s)

Professional Engineer  
MI, 2009, #56021

#### Experience

With OHM since 2004  
1 year prior experience

#### Professional Affiliation(s)

- American Public Works Association
- American Council of Engineering Companies
- Michigan Municipal League
- Michigan Association of Planning
- American Society of Civil Engineers

#### Background

As a Principal in OHM Advisors' Municipal Services group, Tim Juidici is responsible for serving communities. He assists municipalities with the evaluation of their infrastructure and the prioritization of capital investment needs, particularly for transportation, water and sewer system infrastructure. Tim has worked with a number of communities on general engineering services, capital improvement planning and implementation, municipal design services, construction administration, and review of site development projects. His work experience includes major and local roadways, water main, sanitary sewer, storm water management, pedestrian facilities, streetscapes, parks, and buildings. Tim serves as the primary client contact for several municipalities in southeast Michigan, where he functions as their City/Township Engineer. He routinely attends City Council, Township Board, Planning Commission, and other public meetings to serve as engineering advisor. He coordinates with City/Township staff, developers, contractors, and various agencies to plan, design, and implement projects.

#### Select Relevant Experience

##### **Public Square, City of Auburn Hills, MI**

Principal responsible for construction of a Public Square within Downtown Auburn Hills. The project included removal of existing parking lot and sidewalk, utility and drainage improvements, raised planters/seat walls, artificial turf area, construction of a stage structure and pergola structures, landscaping, site lighting, sidewalks, and other amenities. The Public Square is a focal point to the City's Downtown, and allows for passive use and programmed events.

##### **Riverwalk & Millpond Park Improvements, City of Fenton, MI**

Principal responsible for park and Riverwalk improvements within Fenton's downtown. The project consisted of improvements within Millpond Park including a playground, two kayak launches, construction of a new stone-arch pedestrian bridge, sidewalk and plaza space, landscaping, site lighting, exercise stations, and other amenities. The project also included construction of a new section of Riverwalk along the Shiawassee River between Caroline and Silver Lake Roads, including a retaining wall and bank stabilization. The project was partially funded via an MDNR Trust Fund grant.

##### **Auburn Road Streetscape and Emmons Plaza, City of Rochester Hills, MI**

Project Manager responsible for median and gateway features along the Auburn Road corridor to be incorporated into the newly reconstruction roadway. The project also involves construction of a public plaza within the vacated Emmons street, including a restroom/storage building, spray pad, hardscape, landscaping, furnishings, and lighting.

##### **Riverside Park Amphitheater, City of Auburn Hills, MI**

Project Manager/Client Representative responsible for construction of an amphitheater within Riverside Park. The project included tiered seating for the amphitheater, raised stage and pavilion structure, plaza spaces, splash pad, pathways, ADA ramps, and other park amenities. The amphitheater and splash pad enhance the park and attract people to the City's Downtown, consistent with the City's vision.

### Stacey Tobar, PLA, ASLA

#### PROJECT MANAGER



#### Education

- Master of Urban Planning, Wayne State University, 2001
- Bachelor of Landscape Architecture, Michigan State University, 1995

#### Professional Registration(s)

Professional Landscape Architect  
MI, 2021, #3901001325

#### Experience

With OHM since 2024  
30 years prior experience

#### Professional Affiliation(s)

- American Society of Landscape Architects, member
- Michigan Downtowns Association, Board member
- Michigan State University Landscape Architecture Alumni Advisory Board, member
- MParks, Member
- CREW Detroit, member
- Women in Healthcare, member

#### Background

Stacey is a landscape architect and urban designer who is passionate about people and their outdoor environment that resonate in the complexities of creating memorable spaces, especially in the urban fabric. Her range of projects include urban parks and plazas, downtown streetscapes, upper education and corporate campuses, and multi-acre parks. The discovery process with each project lends to an attentive design with respect to neighborly context reflective of the history and culture of its people. Considerations for maintenance and longevity of materials assure projects are fiscally responsible and support operational goals and environmental priorities. Stacey enjoys creating site specific connections through site design that reflect the local heritage by achieving project goals. Her strengths include quick idea-generating drawings, collaborative design across curriculum's, and in the field solution seeking.

#### Select Relevant Experience

##### **Wood Lane Building Assessment, Building Addition Feasibility Study, & Playscape Design, Bowling Green, OH**

Landscape Architect; Wood County Board of Developmental Disabilities partnered with OHM Advisors to study improvements to their Wood Lane school building on campus. The study included a roof and building envelope assessment, a playground design concept, and a feasibility study for a building addition to support the programming for a future partnership with Wood County ESC. Important, special considerations for the student population include accessibility and functionality for their student population spanning in ages from preK to 28 years old. The playground concept supports adaptive playground equipment, accessibility for students and their paraprofessionals, and various zones to support a variety of play modalities.

##### **Sylvan Glen Park Phase II, Troy, MI**

Landscape Architect; Led overall design from Schematic Design to Construction Documentation. Provided quality assurance through reviews.

##### **Parks & Recreation Design Services, Ferndale, MI\***

Lead Landscape Architect delivering concise construction documentation for various park improvements in the City of Ferndale. Led design and layout of new pathways and playgrounds and performed inspections of landscape installation. Noted parks included are Harding Park, Wanda Park, Martin Road Park, and Geary Park.

##### **The Corner Ballpark – Detroit PAL Headquarters, Detroit, MI\***

Lead Landscape Architect responsible design and construction documentation for the exterior of the ballpark. Material selections incorporated the history of baseball as well as storm water management methodologies. The project was implemented in phases.

##### **The Velodrome, Detroit, MI\***

Lead Landscape Architect for the first indoor velodrome in Michigan. Designed the grounds to manage storm water from the dome of the velodrome. The swales contain native landscape and salt tolerate for ease of maintenance by the City of Detroit.

*\*Completed prior to joining OHM*

### Jeremy Hinte, PLA, ASLA

QA/QC



#### Education

- Bachelor of Landscape Architecture, Virginia Polytechnic Institute and State University, 2006

#### Professional Registration(s)

Professional Landscape Architect:  
OH, 2009, #LA.0901222

#### Experience

With OHM since 2017  
11 years prior experience

#### Professional Certification(s)

- FHWA – NHI Bicycle Facility Design Certified

#### Professional Affiliation(s)

- American Society of Landscape Architects (ASLA)
- Ohio Chapter American Society of Landscape Architects – President Elect

#### Background

For 19 years, Jeremy has integrated his passion for high quality design, improving our environment, and strengthening local communities through creative planning and design solutions. His portfolio of successful design spans the built environment, but his specialties include active transportation and athletic facility (courts, fields, stadiums, etc.) design. A highly technical and detail-oriented landscape architect, he is responsible for design, construction documentation, and construction administration. Jeremy focuses on collaboration and technical excellence to deliver projects that stand the test of time.

#### Select Relevant Experience

##### **Roosevelt Park Improvements, Detroit, MI**

Landscape Architect; OHM provided landscape architecture, site civil, traffic, tree survey, electrical engineering, stormwater management land survey and construction engineering. The park resulting from this effort included open space with circulating sidewalks.

##### **Wadsworth Downtown Pocket Park, Wadsworth, OH**

Project Manager; This pocket park was initiated to transform an empty lot sitting in the heart of the downtown streetscape, into a thriving public gathering space with seating, fire pits, catenary lighting and a performance stage. The main challenge of this small lot is the 8' plus grade change from onside to the other, where the design created terraced seating areas with concrete pavement, decorative pavement, stepped sandstone seating blocks, and sloped synthetic lawn to provide a variety of seating for social gatherings, small performances, and community movie nights.

##### **Westfield Community Park, Phases I & II, Westfield Center, OH**

Project Manager; Phase 2; Jeremy was responsible for the design and implementation of the next phase of the community park improvements, which included a nature play area, pedestrian circulation, landscaping, and enhanced drainage swale with native plantings.

##### **Pavilion and Skating Ribbon at Jeanne Stine Community Park, Troy, MI**

Landscape Architect; Jeremy provided landscape architecture concepts for the feasibility study and final design for a 5,200 SF open-air pavilion with concessions and restrooms, ice rink, plaza with fire pit, seating areas throughout, two small structures for mechanicals and Zamboni storage, and landscaping.

##### **Canal Basin Park, Cleveland, OH**

Landscape Architect; Jeremy contributed to the development of the schematic design, focusing on site layout, user experience, and integration of natural and historical elements. He prepared illustrative graphics and technical documentation to support stakeholder understanding and project advancement.

### Ben Weaver, PLA

#### SENIOR LANDSCAPE ARCHITECT



#### Education

- Master of Landscape Architecture, The Ohio State University, 2003
- Bachelor of Science in Horticulture, Michigan State University, 1999

#### Professional Registration(s)

Professional Landscape Architect  
MI, 2012, #3901001575

#### Experience

With OHM since 2016  
13 years prior experience

#### Professional Affiliation(s)

- American Society of Landscape Architects (ASLA)
- Michigan Association of Planning
- Rochester Hills Planning Commissioner (2020-Present)

#### Background

Inspired by the natural environment, Ben is a passionate designer with an extensive background in all areas of Landscape Architecture and Project Management. He is a creative problem solver with an expansive skill set working in the municipal, industrial, commercial, health care and residential sectors. He is a licensed Landscape Architect in the State of Michigan.

#### Select Relevant Experience

##### **Auburn Road Reconstruction & Emmons Plaza, Rochester Hills, MI**

Lead Landscape Architect; In addition to the roadway reconstruction, the City of Rochester Hills incorporated a new streetscape plan to encourage new economic growth and development of the area. The streetscape plan includes decorative concrete, rain gardens incorporated within street side plantings, customized decorative fencing, ornamental plantings, and customized gateway features. Emmons Plaza, initially a part of the overarching streetscape project, became a stand-alone effort as community interest continued to grow. This unique micro-plaza contains multiple synthetic turf play mounds, an in-ground fiber-optic light feature, ornamental plantings, and the City's first splash pad. Ben was responsible for landscape design, oversight, planning, project coordination, public engagement, and quality assurance services on both efforts. This combined corridor project was a winner of 4 professional design awards (APWA Project of the Year, ACEC Merit Award, MiASLA Professional Honor Award, and MAP Planning Excellence Award).

##### **Fenton Veterans Memorial at Freedom Park, Fenton, MI**

Project Manager/ Design Lead/ Landscape Architect; The City of Fenton partnered with OHM to create an updated Veteran's Memorial within Freedom Park, located along one of the main thoroughfares into the City. The memorial includes multiple granite monuments, a custom, programmable light feature, central promenade, and associated ornamental landscaping. Ben was responsible for all design, coordination with City and Veterans Committee officials, and bid and construction documentation. This project was awarded the 2024 Project of the Year (Historical Category) by the APWA Metro Branch, and the APWA Michigan Chapter.

##### **Roosevelt Park, Detroit, MI**

Landscape Architect; The City of Detroit General Services Department retained OHM to redesign the sprawling park in Detroit's Corktown Neighborhood in advance of the grand reopening of Michigan Central Station in 2023. This was a fast paced project that included the removal of Vernor Highway (bisecting the park), reimagined walkways and event spaces, ornamental planting gardens, and a welcoming sign element. Ben assisted with the public engagement efforts, conceptual design planning, and construction & bid document generation.

##### **Auburn Hills Public Square, Auburn Hills, MI**

Lead Landscape Architect; The City of Auburn Hills wanted to repurpose an under-utilized parking lot into a public square for community events and public gatherings. Plans included custom pergolas, custom masonry walls, columns and planters, a performance stage, decorative lighting, ornamental landscaping, and synthetic turf surfacing. OHM worked with the City to obtain grant funding. Ben led the design and documentation efforts, and currently performs on-call site inspection and quality control services during construction. This project was awarded the 2025 Project of the Year award by the Michigan Downtown Association.

### Quentin Hyde, ASLA

#### LANDSCAPE ARCHITECT



#### Education

- Master of Arts in Environmental Design (MED), Michigan State University
- Bachelor of Landscape Architecture, Michigan State University

#### Experience

With OHM since 2024  
7 years prior experience

#### Background

Quentin is a Detroit-based Urban Designer with 9 years of experience in the practice of landscape architecture. Clients include both the public and private sectors, with projects covering academic, institutional, municipal, recreation, and estate designs. An evidence-based designer, Quentin is enthusiastic about incorporating research and using the latest technology to create enjoyable, ecologically conscious, and equitable places. He specializes in construction documentation, visualization, and detailing of custom site amenities. His role as an Urban Designer ranges from testing forms and feasibility of conceptual ideas to bringing designs to life using variety of innovative rendering programs. Recently, at OHM, Quentin has supported projects within the communities of Southfield, Northville, Lansing, Troy, Macomb, and Detroit.

#### Select Relevant Experience

##### **Sylvan Glen Park Phase II, Troy, MI**

Urban Designer; Urban Designer; responsible for developing the planting plan and construction documents for Sylvan Glen Lake Park, Phase II, a playground addition to an earlier OHM effort. The park serves as a colorful, multi-season destination, offering a vibrant and stimulating play area nestled among a grove of existing mature shade trees, with an adjacent spacious covered pavilion. Construction was completed in Summer 2025.

##### **Ford Field Park Gateway, Northville, MI**

Urban Designer; Urban Designer; responsible for developing the planting plan and construction documents for Ford Field Park. The project creates an inviting gateway overlook plaza to visually connect the downtown commercial area with the riverside recreational green space. Other key improvements include, an ADA accessible pathway, vegetated MSE retaining wall, decorative paving, realignment of existing walking paths, enhancement of existing sculpture garden, and perimeter fencing upgrades. Construction to be completed in Spring 2026.

##### **East Corktown Greenway, Detroit, MI**

Urban Designer; responsible for preliminary concept generation, visualization and graphics development. The outdated existing street network and underutilized parking lot space is proposed for transformation into a linear greenspace connecting between the center of the neighborhood and the redeveloped Ralph C Wilson Riverfront Park. OHM Advisors worked with the local Block Club to identify the ideal route from the business district to the park. Scope included technical analysis, community engagement, and a utilities investigation. This concept will be used to find funding opportunities through TAP grants, private donors, and other financial sources.

##### **LAN Capital Region International Airport Master Plan 2023, Lansing, MI**

Urban Designer; Urban Designer; responsible for developing schematic 3D perspective renderings of a roundabout at the main intersection leading to Capital Region International Airport. Design included utilizing the center island as a gateway showcase element by proposing various degrees of treatment from a greenspace only concept, a version with sculptural brand signage, to a monumental installation of abstract landscape art.



### Rachel Bush, AICP PLANNER



#### Education

- Master of Urban Planning, Wayne State University, 2022
- Bachelor of Science in Environmental Science, Oakland University, 2018

#### Experience

With OHM since 2022  
1 year prior experience

#### Professional Certification(s)

- American Institute of Certified Planners (AICP)

#### Professional Affiliation(s)

- American Planning Association Member
- Michigan Association of Planning Member

#### Background

Rachel is a Detroit-based planner with a mission to foster more sustainable, equitable, and engaged communities. Thus far, her work has centered on enhancing transportation systems, developing non-motorized pathways and trails, neighborhood planning, and parks and recreation planning. In addition to her bachelor's and master's degrees, Rachel has received educational specializations in sustainability and agriculture. Prior to joining OHM Advisors, she worked in local government at the city and county level. In working closely with municipal leadership, stakeholders, and community members, Rachel identifies community strengths and aspirations and fosters opportunities for internal and external collaboration. With a diverse customer service background, extensive outdoor experience, strong organizational skills, and an inquisitive mindset, Rachel brings unique perspective to every team.

#### Select Relevant Experience

##### **Freeway Park and Lincoln Woods Nature Preserve Master Plan, Southfield, MI**

Planner; The City of Southfield sought to improve the environmental conditions and recreation facilities at a highway cap park and adjacent nature preserve. Led community engagement and incorporated feedback into the design of improvements and recommendations. Improvements include on-site stormwater management, pathway realignment and formalization, the addition of a multi-use court, and wetland restoration.

##### **Oakland County Parks American Rescue Plan Act (ARPA) Parks Improvement Planning, Oakland County, MI**

Planner; Facilitated six focus group sessions, designed surveys, and synthesized community priorities identified in the surveys to assemble improvement strategies for three Oakland County Parks to leverage \$3 million in ARPA funds and promote park equity in communities disproportionately affected by COVID-19.

##### **Kalamazoo Parks and Recreation Plan, Kalamazoo, MI**

Planner; Responsible for developing an equitable and community input focused framework to guide investment in the parks system over the next five years. OHM has conducted an extensive community engagement process that relies on both in-person and digital tools to gather input from residents. This input is paired with a technical planning analysis that identifies the deficiencies in the parks system. Recommendations will attempt to address these deficiencies and set up the department to attract more users to the parks.

##### **Farmington Master Plan, Downtown Plan, & Parks & Recreation Plan Update, Farmington, MI**

Planner; The City of Farmington is updating its Master Plan, Downtown Plan, and Parks and Recreation Master Plan through an integrated process as the community celebrates its 200th year. With evolving economic opportunities, shifting demographics, and growing infrastructure needs, this is a pivotal moment to pause and envision the future for the next generation. Together, the plans will form an integrated framework that guides development and investment across the city, from neighborhoods to the downtown core to parks.



### Paul Wilkerson,

#### CONSTRUCTION FIELD CLIENT REPRESENTATIVE



#### Education

- Associate of Applied Science in Survey Technology, 1997, Ferris State University (Big Rapids, MI)

#### Experience

With OHM since 1992  
All experience with OHM

#### Professional Certification(s)

- MDOT, Concrete Paving Course
- MDOT, Prevailing Wage Training
- ACI, Concrete Field Testing Technician, Grade 1
- MCA, Concrete Field Testing Technician, Level 1
- HMA, Paving Operations
- EGLE, SESC Comprehensive Part 91
- EGLE, Storm Water Management - Construction Site
- EGLE, SESC, Plan Review and Design
- NASSCO, PACP, MACP, LACP certified
- OSHA, 30-Hour Construction Safety
- OSHA, Confined Space Entry Training
- AHA, First Aid / CPR / AED

#### Background

Mr. Wilkerson has provided on-site construction inspection services on numerous MDOT LAP projects for OHM clients. These services include inspection of underground utility installations, excavation, aggregate base installation, adherence of contractors to traffic control and maintenance requirements, bituminous and concrete paving along with soil erosion and sedimentation control inspection, striping and landscape restoration. Mr. Wilkerson has also provided construction survey layout for many other projects of this type.

Mr. Wilkerson has also provided soil erosion and sedimentation control (SESC) inspections for several of OHM's municipal clients. He coordinated with municipal ordinance enforcement officers and other municipal officials to assist in compliance actions on various developments and individual residential lots. His soil erosion control responsibilities have covered sites ranging in size from less than one acre to more than 100 acres with sensitive wetlands and lakes present for projects in Orion and Ypsilanti Townships, and the Cities of Livonia, Westland, Lincoln Park, and Farmington Hills.

#### Select Relevant Experience

##### **Sylvan Glen Lake Park Improvements, Troy, MI**

Field Client Representative; This project includes the implementation of Phase I of the Master Plan for the Sylvan Glen Lake Park. The project scope consists of a public restroom and maintenance building and new paved entry drive and parking. The restroom/maintenance building is a masonry loadbearing construction with metal roof and cantilevered canopy that provided a unique design and focal point for the park.

##### **Auburn Road Study & Reconstruction, Rochester Hills, MI**

Construction Technician; for this project that consisted of 0.45 miles of hot mix asphalt pavement, earth excavation, aggregate base, concrete curb and gutter, sidewalk, storm sewer, crosswalks, landscaping, rain gardens, street furniture and pavement markings along Auburn Road from Culbertson Avenue to Hessel Avenue in the City of Rochester Hills. OHM provided all construction engineering services and oversaw the testing activities of a sub-consultant. This project was coordinated with the locally funded Auburn Road Alley and Parking Lot Improvement project that was concurrently being constructed.

##### **M-59 Sidewalk Improvements (Elizabeth Lake Rd to Telegraph Rd), Waterford Twp, MI**

Lead Construction Technician; for the removal and replacement of existing deteriorated asphalt and concrete sidewalk with new concrete sidewalk, curb and gutter, driveways, restoration, and associated work. These sidewalk improvements were completed by the Township in advance of the planned MDOT roadway rehabilitation along this portion of M-59 in 2026. OHM completed design, permitting, contract administration, and construction engineering services for the project.

##### **Brandenburg Park Lakeshore Restoration, Chesterfield Township, MI**

Lead Construction Technician; for seawall, shoreline and habitat restoration of Brandenburg Park Shoreline. Due to the environmental sensitive nature of this project, there were EGLE permit requirements that had to be followed and Paul was key for verifying adherence to all requirements.

### Christopher Ozog, AIA

SENIOR PROJECT ARCHITECT



#### Education

- Master of Architecture, Lawrence Technological University, 2001
- Bachelor of Science in Architecture, Lawrence Technological University, 2000

#### Professional Registration(s)

Professional Architect  
MI, 2006, #1301053769

#### Experience

With OHM since 2016  
15 years prior experience

#### Professional Certification(s)

- CDT

#### Professional Affiliation(s)

- American Institute of Architects; Detroit chapter, member ID #30474454
- Organizer of AIA Detroit TAP Committee
- Past Director, Polish Roman Catholic Union of America
- AIA Mentor 2011-2012, 2015-2017
- Construction Specifications Institute, member, 2017-present

#### Background

Christopher is a Senior Architect with 24 years of professional experience, with a background on multi-discipline and complex project coordination as well as technology and documentation process and production. Providing QA/QC in all phases and aspects of projects allows for a 3rd party review internally of every project. Review of projects for constructability, quality, visual aesthetics, and project specific goals is important to the overall success of internal QA/QC processes.

#### Select Relevant Experience

##### **Pavilion and Skating Ribbon at Jeanne Stine Community Park, Troy, MI**

Project Manager & Architect; OHM provided feasibility study, concepts, final design, bidding, and construction phase services for the new development at the City of Troy Civic Center. The new development is an extension of the previously completed Town Center Public space and proposes construction of a new 5,000-sf open-air community pavilion, 700-sf utility building for storage of Zamboni and general site equipment, and adjacent 600-sf screened outdoor mechanical space. This design includes complete site and landscape improvements to existing conditions, including an 8,500-sf outdoor skating rink, open public spaces, seating areas and pathways, streambank restoration, culvert and vehicular drop off area. The Pavilion's structure is a heavy timber construction and the overall design basis for the project is themed 'Consistency through Nature', providing a central community gathering area capable of hosting a variety of events through all four seasons.

##### **Beech Woods Park Improvements, Southfield, MI**

Project Manager; OHM collaborated with the City of Southfield to reimagine a nine-hole golf course through a master planning process. This final design includes a playground, an informal amphitheater, and outdoor space for summer camps, while maintaining the natural landscape and incorporating a trail network to benefit the community.

##### **Sylvan Glen Lake Park Improvements, Troy, MI**

Project Manager & Architect; Project is implementation of phase 1 of the Master Plan for the Sylvan Glen Lake Park. Project scope consisted of a public restroom and maintenance building and new paved entry drive and parking. The restroom/maintenance building is a masonry loadbearing construction with metal roof and cantilevered canopy the provided a unique design and focal point for the park.

##### **Sylvan Glen Park Phase II, Troy, MI**

Project Manager; Project included concept design through contract administration. The primary focus of the improvements is a playscape, designed to incorporate natural elements of the existing park. The new playground design includes two sets of play elements for ages 5 to 12 years old. The playscape has synthetic turf and naturalized park edges. A pre-engineered pavilion structure was designed with materials to complement the existing building on-site.



# PROJECT EXPERIENCE & REFERENCES

*Roosevelt Park, Detroit, MI*





# Sylvan Glen Park Phase II

TROY, MI



Following Phase 1 improvements to Sylvan Glen Lake Park, the City of Troy desired to continue into a second phase of improvements, including a Playscape and Pavilion. The City received funding of \$1.5 Million from the Federal Department of Housing and Urban Development (HUD). Improvements focused on new playground with two sets of play elements for ages 5 to 12 years old and pavilion structure with seating. The playscape has synthetic turf and naturalized park edges, integrating several existing trees to provide a cohesive design with existing landscape and built elements.



**COMPLETION**

**Design**  
03.2024-11.2024  
**Construction**  
05.2025-09.2025

**COST**

**Design**  
\$145,000  
**Construction**  
\$1,235,000

**CLIENT INFORMATION**

City of Troy, MI  
Dennis Trantham, Deputy  
Public Works Director  
4693 Rochester Road  
Troy, MI 48085  
248.524.3503  
dennis.trantham@troymi.gov

**SERVICES PROVIDED**

Construction Administration  
Landscape Architecture  
Site Design



# Roosevelt Park Improvements

DETROIT, MI



Roosevelt Park, a historic urban park in Detroit’s Corktown neighborhood, was originally designed in the early 1910s as a grand civic space complementing the Michigan Central Station. With the station’s 2023 reopening, the City of Detroit engaged OHM to help re-envision and restore the surrounding parkland.

OHM delivered a comprehensive, two-phase effort that began with a park-wide site inventory, including a historical review and full tree survey. Phase one focused on removing Vernor Highway from the park’s center, requiring traffic control planning, signal modifications, new curbs and sidewalks, and restoring the former roadway with turf grass. OHM then led a complete park redesign, supported by robust community engagement—three public meetings and a one-day festival—to shape both near- and long-term improvement priorities. The team advanced these concepts to construction-ready documents within three months through intensive workshops, modeling, and coordination.

The resulting design, praised by the community, provides a revitalized vision for Roosevelt Park that supports its historic character while meeting current needs. OHM’s multidisciplinary services included landscape architecture, civil and traffic engineering, tree surveying, electrical design, stormwater management, land surveying, and construction engineering.



**COMPLETION**

**Design**  
08.2021 - 08.2022  
**Construction**  
07.2022 - 06.2023

**COST**

**Design**  
\$335,500  
**Construction**  
\$6,000,000

**CLIENT INFORMATION**

City of Detroit  
Jeff Klein, PLA, ASLA,  
Deputy Chief of Landscape  
Architecture  
115 Eliot Street  
Detroit, MI 48201  
313.628.0900

**SERVICES PROVIDED**

Community Engagement  
Construction Engineering  
Electrical Engineering  
Landscape Architecture  
Planning  
Site Design  
Stormwater Engineering  
Survey  
Traffic Engineering

# Beech Woods Park Improvements

SOUTHFIELD, MI



Following the completion of a master plan for Beech Woods Park, OHM Advisors collaborated with the City of Southfield to design and engineer the first phase of implementation. The project site, a nine-hole golf course that had become financially unsustainable for the City, was reimagined through the master planning process. This process identified the need for structured programming, including a playground, a splashpad, an informal amphitheater, and outdoor space for summer camps, while maintaining the natural landscape and incorporating a trail network.

OHM completed the design of an outdoor splashpad for the project, but the City ultimately decided to delay the splashpad construction and install a signature playground in this space.

The project was transformative in multiple ways. Beyond the physical improvements, it fostered a partnership between the City of Southfield and Oakland County Parks to create a shared-use facility. This collaboration allows both entities to support their respective programs while sharing parking, restrooms, and park access.

OHM assisted the City in selecting and onboarding a construction manager to provide pre-construction services and procure the project through a guaranteed maximum price (GMP) proposal. OHM helped manage the project's aggressive schedule and budget constraints.



## COMPLETION

### Design

2023 - 2024

### Construction

2024 - 2025

## CLIENT INFORMATION

City of Southfield  
Terry Fields, Parks &  
Recreation Director  
26000 Evergreen Road  
Southfield, MI 48037  
248.796.4617  
tfields@cityofsouthfield.com

## COST

### Construction

Estimated: \$7,800,000. Actual:  
TBD. Delivery Model: CMAR.

## SERVICES PROVIDED

Architecture  
Ecological Services  
Electrical Engineering  
Engineering  
Landscape Architecture  
Mechanical Engineering  
Plumbing Design  
Survey



# Pavilion and Skating Ribbon at Jeanne Stine Community Park

TROY, MI



Located on a formerly underutilized site in the heart of Troy's municipal district, The Pavilion and Skating Ribbon at Jeanne Stine Park is a year-round play and gathering space that furthers the city's long-term vision to enhance the district. Designed with input from the community and funded by a \$1.5M grant, the park features a 7,850-sf mass timber pavilion, an 11,000-sf refrigerated skating ribbon for seasonal roller blading and ice skating, a 670-sf Zamboni storage building, and a 1,000-sf music pavilion. Additionally, plazas of different scales provide space for gatherings and conversation, while numerous pathways allow shifting perspectives of the central rink and enhance connections to other recreational opportunities within the district.

**Materials and Aesthetic:** Mass timber columns and beams, cross laminated timber (CLT) decking, and weathered Corten steel and copper are incorporated to create a warm and natural aesthetic. Two bonfire pits, carefully selected landscaping, and programmable lighting that meets dark sky requirements and reduces light pollution also contribute to the park's cozy, backyard ambiance.

**Environmental Considerations:** To protect and enhance the surrounding ecosystem, including a natural watercourse and county drain, design emphasizes filtering suspended solids, reducing stormwater infiltration, native trees and drought-tolerant plantings, habitat creation, invasive species treatment and eradication, creek riparian zone restoration, and creek water temperature reduction.

**Universal Design Features:** The park includes a drop-off loop, companion seating, minimal grade changes, intuitive signage, and movable tables and chairs within the pavilion so that everyone can enjoy the space comfortably. In addition, bike parking and an e-bike charging station support alternative modes of transportation.

**Project Highlights:** Community Project Funding Grant, pavilions, skating rink, plazas, universal design, tree survey, stormwater management and conveyance, box culverts, habitat creation, invasive species removal, creek riparian zone restoration

## COMPLETION

### Design

Study: 09.2021 - 02.2022

Design: 04.2022 - 12.2022

### Construction

04.2023 - 07.2024

## CLIENT INFORMATION

City of Troy  
Kurt Bovensiepe,  
Public Works Director  
4693 Rochester Road  
Troy, MI 48085  
248.524.3392,  
PublicWorks@troymi.gov

## COST

### Design

Study \$75,000; Design

\$425,000

### Construction

\$8M estimate; \$8,400,000 actual

## SERVICES PROVIDED

Architecture  
Community Engagement  
Construction Engineering  
Electrical Engineering  
Landscape Architecture  
Mechanical Engineering  
Municipal Engineering  
Planning  
Site Design  
Stormwater Engineering

# Jordan Road Pocket Park & Dragon Playground

ORION TOWNSHIP, MI



The Jordan & Baldwin Road pocket park project stemmed from a corridor planning process led by OHM. Orion Township acquired the property from the Road Commission of Oakland County as part of the excess property remaining after the Baldwin Road widening project. It was incorporated into the public input efforts as a piece of the entire corridor and determined that public park amenities were desired in this location.

Orion Township was inspired by their school's mascot, the Lake Orion Dragons, and their community's 200-year-old 'Legend of the Dragon' for a park playground theme. With the help of OHM, they were able to secure partial funding for a large sculptural dragon play structure through a KaBoom grant program. Our team developed the conceptual design of this structure and creatively incorporated climbing, crawling, sliding, and vantage points into the dragon figure. Additional elements were proposed including "Lava" balance pieces and "Burnt Forest" logs to diversify play components and strengthen the Dragon theme. A series of storybook signage also surround the dragon, written by AP arts students at Lake Orion High School.

The rest of the park was designed around this signature element with mounding, plantings, furnishings, and fencing to create a sense of place and enhance the park experience. Once funding was secured, our team also assisted the Township through the design development and final engineering process

with playground manufacturers, securing discounts through cooperative purchasing agreements, value engineering, and working with a general contractor that the Township had secured in-kind services from.

The large dragon head is now visible from Baldwin Road, a main thoroughfare into the Township, and will serve as an entry branding element for the community as well as a place to gather and play.

## COMPLETION

### Design

Study: 4.2019 - 5.2019 Design: 7.2019 - 5. 2020

### Construction

CE: 6.2020 - 4.2021 Construction: 6.2020 - 4.2021

## CLIENT INFORMATION

Orion Township  
Chris Barnett,  
Township Supervisor  
2525 Joslyn Road  
Lake Orion, MI 48360  
248.391.0304 Ext. 1001

## COST

### Design

Study: \$25,000

### Construction

\$400,000

## SERVICES PROVIDED

Construction Administration  
Landscape Architecture  
Site Design

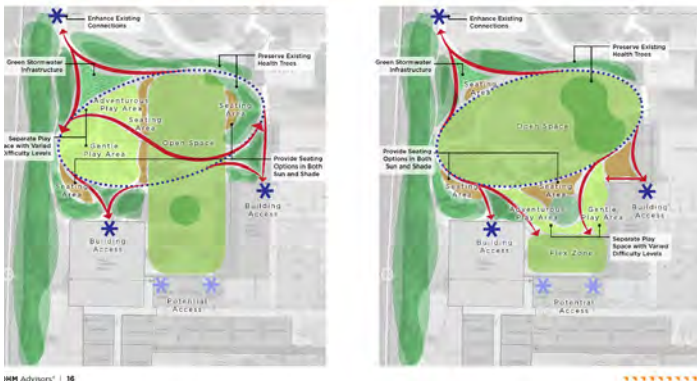


# Wood Lane School Building Assessment, Study & Playscape

BOWLING GREEN, OH

WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES Wood Lane School

FUNCTIONAL USE DIAGRAM Exterior Concept 3A & 3B



Wood County Board of Developmental Disabilities partnered with OHM Advisors to study improvements to their Wood Lane school building on campus. The study included a roof and building envelope assessment, a playground design concept, and a feasibility study for a building addition to support the programming for a future partnership with Wood County ESC. Important, special considerations for the student population include accessibility and functionality for their student population spanning in ages from preK to 28 years old. The playground concept supports adaptive playground equipment, accessibility for students and their paraprofessionals, and various zones to support a variety of play modalities.

**COMPLETION**

Design  
2025

**COST**

Design  
\$29,000

**CLIENT INFORMATION**

Wood County Board of Developmental Disabilities  
Scott McKeown, Health & Safety Coordinator  
1921 East Gypsy Lane Road  
Bowling Green, OH 43402  
419.352.5115 ext. 2414

**SERVICES PROVIDED**

Architecture  
Landscape Architecture  
Urban Design

# Emmons Plaza

ROCHESTER HILLS, MI



OHM Advisors was contracted by the City of Rochester Hills to study and design road widening and reconstruction along the stretch of Auburn Road. As part of this reconstruction project, the City incorporated a new streetscape plan to encourage new growth and development of the area. The streetscape planning included decorative concrete, rain gardens incorporated within street side plantings, a public plaza, customized decorative fencing, ornamental plantings, alleyway upgrades, and customized gateway features.

The crown jewel of the corridor is the plaza located within the closed section of Emmons Avenue. This is now a space for community events, public gatherings, family picnics, or lazy afternoons lost in a book. It is a one-of-a-kind neighborhood feature with points of interest for everyone – areas for gathering, unique paving patterns, integrated softscape features, exclusive accent lighting, aesthetic plantings, an inviting atmosphere, and a splash pad. With the large public greenspace adjacent to the west, there's also opportunity to introduce small farmer's market style gatherings or bring in food trucks for larger community events.

**COMPLETION**

Design  
08.2018 - 11.2019  
Construction  
09.2019 - 11.2020

**COST**

Design  
\$240,000  
Construction  
\$2,400,000

**CLIENT INFORMATION**

City of Rochester Hills  
Paul Davis,  
City Engineer  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
248.841.2486

**SERVICES PROVIDED**

Architecture  
Landscape Architecture  
Municipal Engineering  
Site Design  
Structural Engineering



We encourage you to contact the references listed below who can speak to the quality of our work and the effectiveness of our collaborative approach.

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#### City of Auburn Hills

Steve Baldante,  
Director of Public Works  
1500 Brown Road  
Auburn Hills, MI 48326  
248.391.3777

#### City of Fenton

Dan Brisson,  
Public Works Director  
301 S. Leroy Street  
Fenton, MI 48430  
810.629.2261

#### City of Troy

Dennis Tranthum,  
Deputy Public Works Director  
4693 Rochester Road  
Troy, MI 48085  
248.524.3503  
dennis.trantham@troymi.gov

#### City of Southfield

Terry Fields,  
Parks & Recreation Director  
26000 Evergreen Road  
Southfield, MI 48037  
248.796.4617  
tfields@cityofsouthfield.com

# UNDERSTANDING & APPROACH

*Jeanne Stine Community Park, Troy, MI*







### Project Understanding

The City of Birmingham would like to move forward with upgrading two parks, Kenning Park and St. James Park, as described in the 2024-2028 Parks and Recreation Master Plan. The selected consultant would provide design and construction administration services for both parks – the design process for each park will commence simultaneously and construction for each will take place under a single contract. The design process will include several public engagement sessions, conceptual plans, 3D graphic renderings, construction plans, bid documents, and bidding assistance planned for fall/winter 2026. Construction Administration is planned to commence upon bid award in spring of 2027 and last throughout the summer until construction is complete.

Kenning Park is the primary recreation destination within the City and is home to the Birmingham Ice Arena, the Birmingham Racquet Club, several ball fields and tennis courts, a playground, and a skate park. A conceptual plan for this park was prepared in 2014 but will need to be revised to better meet the improvements outlined in the latest Master Plan as well as reflect the recently implemented site improvements.

St. James Park is a smaller, neighborhood park located in the southern portion of the City. The adjacent YMCA building was recently purchased by the City and will likely be utilized by Birmingham Next, an organization with activities and a connection center for older adults. This park will require a redesign to become the multi-generational destination described in the latest Master Plan.

To ensure a successful concept plan evolves, it must be rooted in factual data. Our team will be studying various data sources provided by the City of Birmingham and published plans that have set the tone for future development expectations. In addition to understanding existing context, we will explore opportunities to incorporate inclusive features, green infrastructure, and other sustainably minded design elements exist. We will be considering safety, lighting, and select materials suitable for the expected level of use that will also enhance the identity of place within the parks.

### Project Approach

The scope of this project encompasses the full breadth of planning, design, and construction of both Kenning and St. James Parks. As described in the RFP, the design portion for the parks will span the majority of 2026, with final bid documents submitted by October 15th. Construction for both parks is planned to begin in the spring/summer of 2027. The following is our approach to meet this schedule:

#### Task 1 - Project Exploration

This task is intended to confirm the scope, identify the overall vision for each park, firm up the project schedule, communication preferences, and deliverable format preferred by the City of Birmingham. Formal introductions of our project team, City staff, and major stakeholders is also a key point of emphasis for this task.

- ▼ **Task 1.1 – Project Kick-Off Meeting with City Staff:** The underlying objective of this meeting will be to formalize the project goals and objectives to ensure that all parties are aligned with the vision for each park

- o OHM will hold one (1) in-person meeting with the City's project team and relevant stakeholders to review the proposed scope of work, project timeline, and requested deliverables laid out in this proposal.
- o OHM will work with the City's Project Team to establish a cadence of future progress meetings and set project milestones. We anticipate these to be monthly progress updates, in addition to scheduled presentations and public engagement sessions.

### Task 1.2 - Grant Exploration

- o OHM will support City staff to identify and evaluate potential Grant opportunities that could help offset project costs.

### Task 1.3 – Public Engagement Strategy:

The core of any park plan is its users. Our process will integrate community feedback at critical points within the project, utilizing input previously gathered from the community, supplemented by our own engagement efforts to better understand the desires and needs of residents. We envision a multifaceted approach, utilizing interactive web-based hubs that can house plans, surveys, and project notices coupled with in-person engagement sessions to enhance community relationships with the project team. OHM Advisors will support the outreach initiative with City staff and work together to target resident feedback to ensure the project direction and outcomes meet community aspirations. This task will inform the programming considerations for each park.

- o OHM will facilitate up to 3 Public Engagement events for each park. These events will target park users, partner groups, and stakeholders to promote awareness of the project, discuss design concepts, and gather input for design development.

Developing a mutual approach and scheduling for these events will be an exercise during the project Kick-Off meeting and coordinated to best meet the project timeline, goals, and objectives.

- o OHM will work with the City to prepare and distribute targeted surveys to the community for additional feedback for the project as part of your engagement strategy.

### Task 1 Deliverables:

- Calendar of project milestones and anticipated progress meetings.
- Identified Goals and Objectives
- Potential Grant Opportunity Identification
- Public Engagement Strategy

### Task 2 - Concept Development for Each Park

In Task 2, OHM will prepare concepts for each park. These concepts will utilize feedback garnered from Task 1 and prepared for presentation to City staff, boards/commissions, and/or stakeholders.

Our design team will explore the full breadth of Kenning Park and St James Park to realize critical relationships across each site's integrated systems, including park programming, park maintenance, and the natural environment.

Using the goals and objectives identified during the project kick-off, we will develop up to two (2) design concepts for each park, which are respectful of context and identify opportunities to align the project with the desired outcomes. Our approach will quickly progress from broad strokes to a finer-grained concept to deliver a park plan for each park that is dynamic and actionable.



*Roosevelt Park Improvements Plaza Rendering, Detroit, MI*



OHM Advisors will present these options to gain feedback from staff and the project stakeholders. The concepts will advance into a final concept plan with consideration of the input incorporated. This package will include precedent imagery, an illustrative site plan with enlargements, and up to three - 3D renderings per park. Plans and renderings can be modified up to two times.

A draft, budgetary opinion of probable cost will be developed per park for the final conceptual plan. These deliverables will be tools to align park design with budgets, advocated implementation of the park features, and support funding applications, if considered.

Our process will be iterative and, using the unique expertise and creativity of our team, we will develop a design which is artful, engaging, innovative and actionable.

### Task 2.1 – Site Assessment and Data Collection:

- o OHM will conduct a comprehensive analysis of the existing site conditions, including a topographic survey, utility locations and availability, and existing amenities and infrastructure that could affect or enhance the design.
- o OHM will review pertinent master planning documents, previous design documents, and City-provided park data for past events and “normal” park usage.

### Task 2.2 – Conceptual Design:

- o OHM will develop concept plans for each park. These concepts will address the goals and objectives determined in Task 1 while reflecting the data collected in Task 2. They will show a broad level of detail and explore the possibilities and constraints of each site.
- o OHM will also prepare 3D renderings to help convey the design intent of key components of each park.
- o OHM will prepare preliminary, high level budget estimates for each concept.

### Task 2.3 – Design Feedback Session:

- o OHM will hold one (1) in-person concept review meeting to present the parks’ preliminary concepts. This meeting will serve as a work session to allow the City’s Project Team (and desired stakeholders) to provide feedback on the concepts and offer input on the desired direction of the design.

### Task 2.4 – Final Concept Plan:

- o OHM will work with the Parks and Recreation department to advance the project design into one comprehensive concept plan with the incorporation of the stakeholder feedback.

### Task 2 Deliverables:

- Progress Meetings (Up to Four)
- Inventory and Analysis Plan
- Concept Plans for Each Park
- Conceptual Renderings of Key Park Elements
- Conceptual Cost Estimates for Each Park
- Conceptual Design Review Meeting
- Final Concept Plan



### Task 3 - Design Development and Bid Documents

The Design Development progress will be documented into a package that illustrates the vision and scope of the project, with specific components of the package to be made available as standalone exhibits (plans, renderings). OHM will work with the Parks and Recreation department to advance the project design from the concept plan to design development and ultimately construction documents.

We will review the feedback and commentary collected from the Conceptual Design Review Meeting to continue design development in preparation of the Construction Plans and Bid Documents. This phase will develop and



refine scope, relationships, forms, sizes, quantities, finishes, and appearance by means of plans, elevations, sections, and details including specifications that identify major materials and systems.

### ▼ **Task 3.1 – Design Development:**

- o Utilizing the feedback obtained in Task 2, OHM will refine the concepts and generate a Preliminary Plan for City approval. This plan will provide more detail and add depth to the overall designs of each park. Accompanying these final plans will be updated renderings and cost estimates for implementation planning purposes.
- o OHM will also prepare an updated budget cost estimate for each design.

### ▼ **Task 3.2 – Presentation to City Stakeholders:**

- o Following the refinement of each park design, OHM will present the Preliminary Plans to City Stakeholders to ensure plan goals and objects remain in line with the project scope. The project team will be available to answer questions and provide additional insight to the design concepts.

### ▼ **Task 3.3 – Construction and Bid Documents:**

- o OHM will incorporate feedback obtained during Task 3.2 and finalize a set of construction and bid documents for us in obtaining bids to make the proposed improvements to the park. These documents will include the plan set, project details and specifications, and City front end documents necessary for contractors to provide a qualified bid proposal.
- o OHM will prepare a final opinion of probable cost for each park.

### **Task 3 Deliverables:**

- Progress Meetings (Up to Four)
- Preliminary Plans for Each Park
- Plan renderings for each park
- Plan Review Meeting with Project Stakeholders
- Construction Plan Sets for Each Park
- Bid Documents
- Final Opinion of Probable Cost for Each Parks

### **Task 4 - Bidding Assistance**

Upon release of the plans for bidding, OHM will work with the City of Birmingham during the bid letting period to perform the following duties:

- ▼ Schedule, coordinate, and attend a pre-bid meeting, followed up with meeting minutes and a list of attendees.
- ▼ Respond to submitted RFI's and issue necessary addendums for items requiring clarification.
- ▼ Attend the bid opening, provide and review a tabulation of submitted bids, and check contractor references.
- ▼ Prepare for and administration of contractor interviews, as requested by the City.
- ▼ Provide a Recommendation of Award for the project construction to a qualified bidder.

### **Task 4 Deliverables:**

- Pre bid meeting with associated minutes and list of attendees.
- Bid addenda during the bid letting period.
- Tabulation of submitted bids.
- Contractor Interviews (as requested by the City).
- Award Documents (Letter of Award Recommendation, Notice to Proceed, etc.)

### **Task 5 - Construction Administration & Oversight**

Upon award of the construction contract, OHM will provide Construction Administration and Oversight services for each park. These services will include the following responsibilities:

- ▼ Management of contractor contracts. OHM will work with the City to execute contract books for the project and act as an advocate for the City in contractual matters.
- ▼ Review and verify the information (quantities) provided on all submitted contractor pay applications.
- ▼ Provide weekly site visits (at a minimum) to ensure contractor compliance with the plans and contract documents in addition to on-site supervision during all milestone activities.
- ▼ Coordinate site inspections with City staff for permit and ordinance compliance.

### Proposed Timeline

2026

| TASK NAME                                                    | START              | J | F | M | A | M | J | J | A | S | O |
|--------------------------------------------------------------|--------------------|---|---|---|---|---|---|---|---|---|---|
| <b>Task 1: Project Launch</b>                                | Jan - Feb 2026     |   |   |   |   |   |   |   |   |   |   |
| 1.1 Project Kickoff                                          |                    |   |   |   |   |   |   |   |   |   |   |
| 1.2 Grant Exploration                                        |                    |   |   |   |   |   |   |   |   |   |   |
| 1.3 Public Engagement Strategy                               |                    |   |   |   |   |   |   |   |   |   |   |
| <b>Task 2: Concept Development</b>                           | Feb - May 2026     |   |   |   |   |   |   |   |   |   |   |
| 2.1 Site Assessment & Data Collection                        |                    |   |   |   |   |   |   |   |   |   |   |
| 2.2 Conceptual Design                                        |                    |   |   |   |   |   |   |   |   |   |   |
| 2.3 Design Feedback Session                                  |                    |   |   |   |   |   |   |   |   |   |   |
| 2.4 Final Concept Plan                                       |                    |   |   |   |   |   |   |   |   |   |   |
| <b>Task 3: Design Development &amp; Bid Documents</b>        | May - Oct 2026     |   |   |   |   |   |   |   |   |   |   |
| 3.1 Design Development                                       |                    |   |   |   |   |   |   |   |   |   |   |
| 3.2 Presentation to Stakeholders                             |                    |   |   |   |   |   |   |   |   |   |   |
| 3.3 Construction & Bid Documents                             |                    |   |   |   |   |   |   |   |   |   |   |
| <b>Task 4: Project Finalization</b>                          | Winter 2026/2027   |   |   |   |   |   |   |   |   |   |   |
| <b>Task 5: Construction Administration &amp; Observation</b> | Spring/Summer 2027 |   |   |   |   |   |   |   |   |   |   |

# PROPOSAL FORMS

*Jeanne M. Stine Community Park, Troy, MI*



## ATTACHMENT B - BIDDER'S AGREEMENT

### Professional Design Services for St. James & Kenning Parks

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

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

|                                                                                   |                              |
|-----------------------------------------------------------------------------------|------------------------------|
| Tim Juidici, PE                                                                   | 12/15/2025                   |
| <b>PREPARED BY<br/>(Print Name)</b>                                               | <b>DATE</b>                  |
| Principal                                                                         | 12/15/2025                   |
| <b>TITLE</b>                                                                      | <b>DATE</b>                  |
|  | tim.juidici@ohm-advisors.com |
| <b>AUTHORIZED SIGNATURE</b>                                                       | <b>E-MAIL ADDRESS</b>        |
| OHM Advisors                                                                      |                              |
| <b>COMPANY</b>                                                                    |                              |
| 2365 Pontiac Road, Suite 201, Auburn Hills, MI 48326                              | 248.751.3100                 |
| <b>ADDRESS</b>                                                                    | <b>PHONE</b>                 |
| OHM Advisors (Corporate)                                                          |                              |
| <b>NAME OF PARENT COMPANY</b>                                                     | <b>PHONE</b>                 |
| 34000 Plymouth Road, Livonia, MI 48150                                            | 734.522.6711                 |
| <b>ADDRESS</b>                                                                    |                              |



**ATTACHMENT C - COST PROPOSAL-St. James Park**

**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications for all proposed materials as outlined in the Consultant's Responsibilities section of the RFP (p. 6)*

| <b>FEE PROPOSAL</b>                                                                                                 |                             |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>St. James Park</b>                                                                                               | <b>BID AMOUNT</b>           |
| Concept Plan Development including 3D Renderings                                                                    | \$11,500                    |
| Topographical Survey                                                                                                | \$ 3,000                    |
| Construction Plans                                                                                                  | \$ 25,000                   |
| Specifications                                                                                                      | \$ Included in Const. Plans |
| Permits (other than City)                                                                                           | \$ N/A                      |
| Meetings (6-8) Council/Board meetings during design                                                                 | \$ Included in fees above   |
| Construction Administration Fee based upon \$800k budget                                                            | \$ 64,000                   |
| Miscellaneous: Any other items not listed above. Describe below or attach:<br><br>Public Engagement (3 Meetings)    | \$ 13,500                   |
| <b>Sub Total Base Bid Amount (St. James Park)</b>                                                                   | <b>\$ 117,000</b>           |
|                                                                                                                     |                             |
| <b>ALTERNATE ITEM (If Necessary)</b>                                                                                | <b>BID AMOUNT</b>           |
| Additional per Meeting Fee                                                                                          | \$600                       |
| Other (please describe below or attach)<br>Design of Park Restroom Facility (4 unisex restrooms, seasonal building) | \$ 30,000                   |

### ATTACHMENT C - COST PROPOSAL- Kenning Park Professional Design Services for St. James & Kenning Parks

| FEE PROPOSAL                                                                                                        |                             |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Kenning Park                                                                                                        | BID AMOUNT                  |
| Updated Concept Plan Development including 3D Renderings                                                            | \$9,500                     |
| Topographical Survey                                                                                                | \$ 3,000                    |
| Construction Plans                                                                                                  | \$ 21,000                   |
| Specifications                                                                                                      | \$ Included in Const. Plans |
| Permits (other than City)                                                                                           | \$N/A                       |
| Meetings (6-8) Council/Board meetings during design                                                                 | \$ Included in fees above   |
| Construction Administration Fee based upon \$1M budget                                                              | \$ 80,000                   |
| Miscellaneous: Any other items not listed above. Describe below or attach:<br><br>Public Engagement (3 Meetings)    | \$ 13,500                   |
| <b>Sub Total Base Bid Amount (Kenning Park)</b>                                                                     | <b>\$ 127,000</b>           |
|                                                                                                                     |                             |
| ALTERNATE ITEM (If Necessary)                                                                                       | BID AMOUNT                  |
| Additional per Meeting Fee                                                                                          | \$600                       |
| Other (please describe below or attach)<br>Design of Park Restroom Facility (4 unisex restrooms, seasonal building) | \$ 30,000                   |
| Grand Total                                                                                                         |                             |
| Grand Total                                                                                                         | BID AMOUNT                  |
| St. James Park Sub Total Base Bid                                                                                   | \$ 117,000                  |
| Kenning Park Sub Total Base Bid                                                                                     | \$ 127,000                  |
| <b>Total Base Bid</b>                                                                                               | <b>\$ 244,000</b>           |



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**Professional Design Services for St. James & Kenning Parks**

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.

Tim Juidici, PE

**PREPARED BY**  
**(Print Name)**

Principal

**TITLE**



**AUTHORIZED SIGNATURE**

OHM Advisors

**COMPANY**

2365 Pontiac Road, Suite 201, Auburn Hills, MI 48326

248.751.3100

**ADDRESS**

OHM Advisors (Corporate)

**NAME OF PARENT COMPANY**

34000 Plymouth Road, Livonia, MI 48150

734.522.6711

**ADDRESS**

38-1691323

**TAXPAYER I.D.#**



# St. James Park + Kenning Park Improvements

City of Birmingham | Parks & Recreation Board

January 13, 2026



# The OHM Advisors Mission

***Advancing Communities.** Everything we do is grounded in the need to help communities solve problems and make places better for people. Not just today, but well into the future. Our singular forward-thinking focus on putting the needs of people first in our solutions drives our design process and innovation from conception through completion—and guides us in everything we do.*

A group of five people (three men and two women) are seated around a long, dark wooden conference table in a modern office. They are engaged in a meeting, with some looking at documents and others at each other. The room features large, multi-paned windows that offer a panoramic view of a city skyline, including several tall skyscrapers. The office has a contemporary feel with grey carpeting, black ergonomic chairs, and a glass partition on the right side. A small table with a blue sofa is visible through the glass. The text "OUR TEAM" is overlaid in large, bold, black capital letters across the center of the image.

# OUR TEAM

# Our Expertise & Capacity

## A Deep Bench of Experts in a Variety of Fields

OHM Advisors

|                                 |           |
|---------------------------------|-----------|
| ARCHITECTURE & INTERIOR DESIGN  | 33        |
| CONSTRUCTION ENGINEERING        | 184       |
| GEOGRAPHIC INFORMATION SYSTEMS  | 15        |
| <b>LANDSCAPE ARCHITECTURE</b>   | <b>24</b> |
| MEP ENGINEERING                 | 21        |
| MUNICIPAL ENGINEERING           | 189       |
| <b>PLANNING</b>                 | <b>25</b> |
| SURVEY                          | 65        |
| TRANSPORTATION & STRUCTURES     | 79        |
| WATER RESOURCES & ENVIRONMENTAL | 58        |
| CADD TECHNICIANS                | 26        |
| ADMINISTRATIVE STAFF            | 108       |

*As a firm, we are a team of 800+ using our expertise and talents to advance the communities we serve. Our Landscape Architecture & Urban Design team is as diverse as the projects we create.*

- We work collaboratively across all the firm's disciplines to bring our clients **holistic design expertise**.*
- We work closely with our clients throughout the design process to **maximize efficiency**.*
- We partner with your community through **interactive** meetings and engagement to discover valuable resident feedback and build **enthusiastic project support**.*



# Getting to know the PLACE team

PLANNING, LANDSCAPE ARCHITECTURE, COMMUNITY, ENVIRONMENT

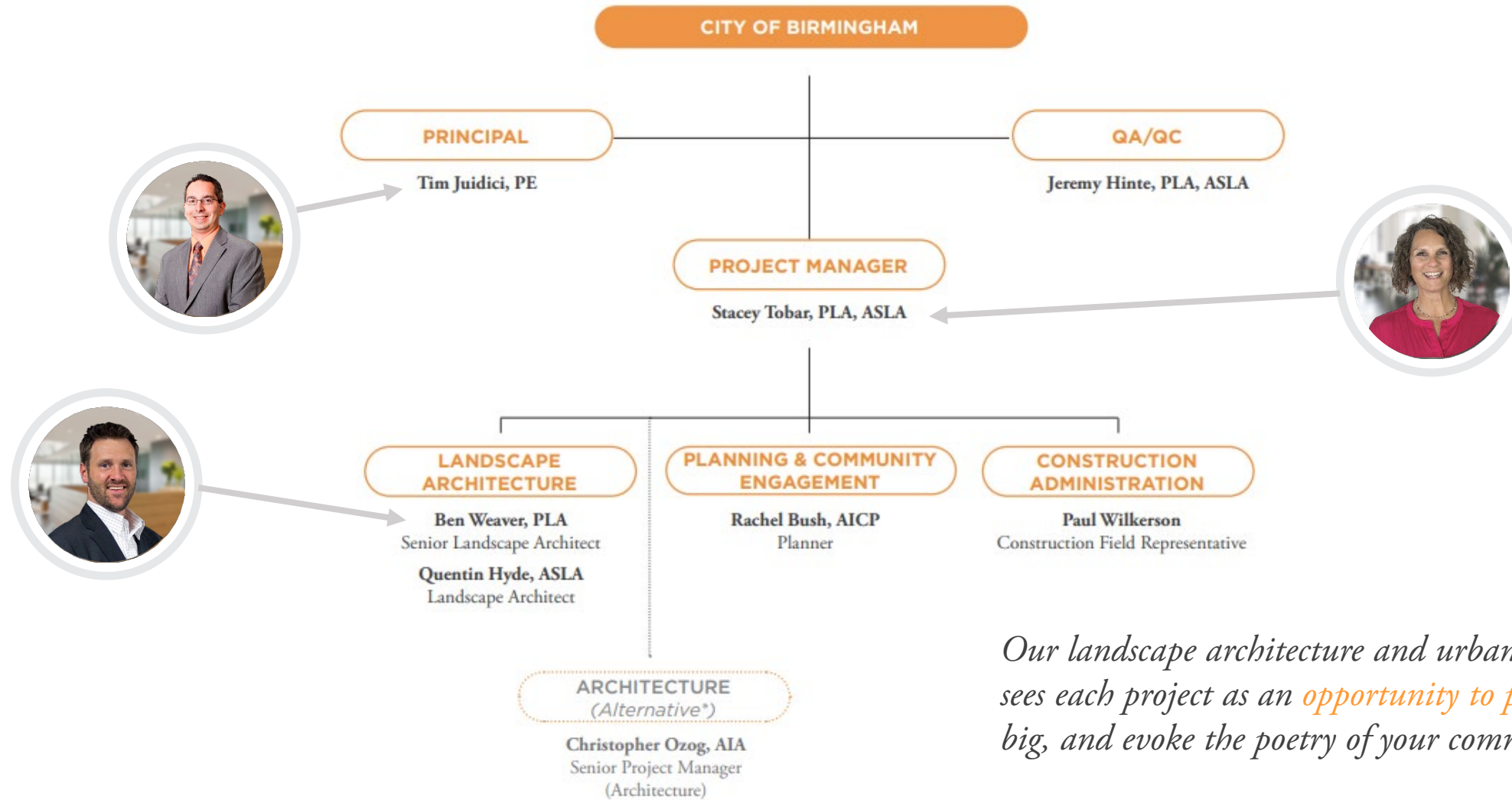


- Build *trust* with clients and communities
- Elevate the *dignity of people and place*
- Craft *holistic*, artistic, and timeless solutions
- Promote *innovation* and *sustainability*
- Focus on the *economics* of place and build community capital
- Create *happiness*, joy, and energy

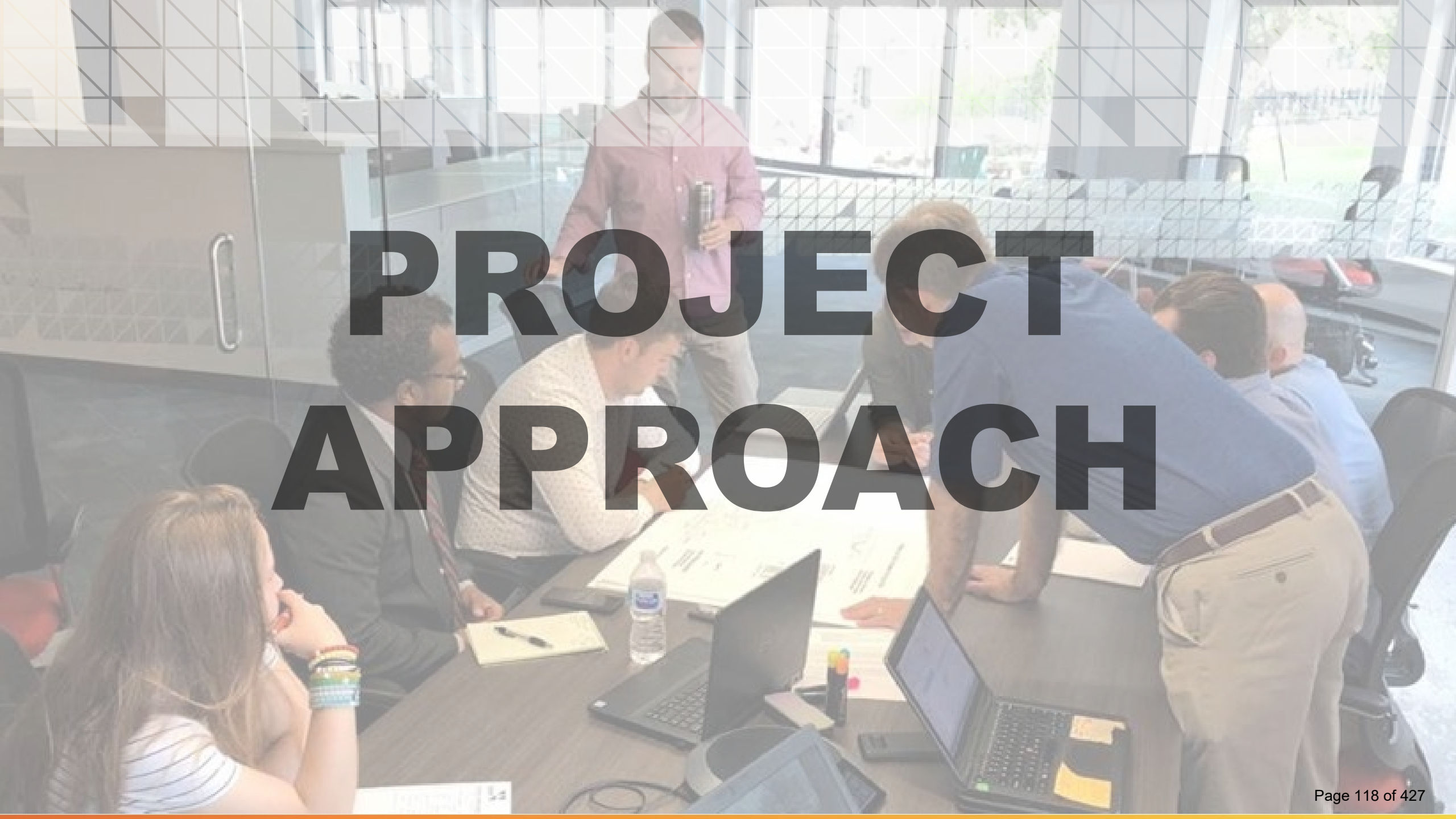




# Meet Your Project Team



*Our landscape architecture and urban design team sees each project as an **opportunity to partner**, dream big, and evoke the poetry of your community.*

A group of people are gathered around a large wooden conference table in a modern office setting. One man stands at the head of the table, holding a water bottle, while others are seated or leaning over the table, looking at documents and laptops. The office has large windows in the background, and the scene is overlaid with a semi-transparent grid pattern.

# PROJECT APPROACH

# Our Project Goals



Create **cohesive, attractive parks** that supports the community's recreation needs as identified in the master plan.

**Enhance the users' experience** with neighborhood connections, landscaping, and park amenities.

Improve **multi-generation interaction** through park programming and amenities.

Mindfulness of **inclusivity and accessibility** through design choices.

Coordinate closely with MDIR grant **opportunities**, utilities needs, and local agencies for feasibility.

Deliver an **implementable design** mindful of cost, phasing, and maintenance.

*This project is not only a functional park improvement, but a strategic recreation and placemaking initiative that will shape how residence and visitors experience and interact within each park for years to come.*



# Our Approach

*Our OHM team's intent is to reimagine St James Park and integrate the next phase of Kenning Park through comprehensive design improvements.*

## GOING THROUGH THE STEPS OF THE PROCESS...

- Kickoff Meeting & Coordination
- Public Engagement & Coordination
- Concept Development & Visioning
- Concept Refinement
- Detailing & Visualization
- Documentation, Presentation & Final Deliverables
- Bidding & Construction Administration

## ...WHILE KEEPING THE IMPORTANT STUFF (KEY THEMES) IN MIND

- Placemaking
- Graphic Visualization
- Environmental Best Practices and Maintenance-Aware Design
- Cost-Effectiveness
- Phased Implementation Considerations
- Public & Agency Alignment



An aerial photograph of a park featuring a large, circular wooden pavilion with a flat roof and open sides. A winding path, possibly a trail or road, curves through the park. The foreground shows a large, dark, shadowed area, likely a body of water or a dense forest. The background includes more trees and a clear sky with some clouds. The text "SIMILAR EXPERIENCE" is overlaid in large, bold, black letters.

# **SIMILAR EXPERIENCE**



# Our Work



## Sylvan Glen Park Phase II

Owner: City of Troy

Completed: 2025

### Services Provided:

- Survey
- Landscape Architecture
- Site Engineering
- Signage
- MEP
- Structural



# Our Work



Photo Credit: City of Southfield



## Beech Woods Park Improvements

Owner: City of Southfield

Completed: 2025

### Services Provided:

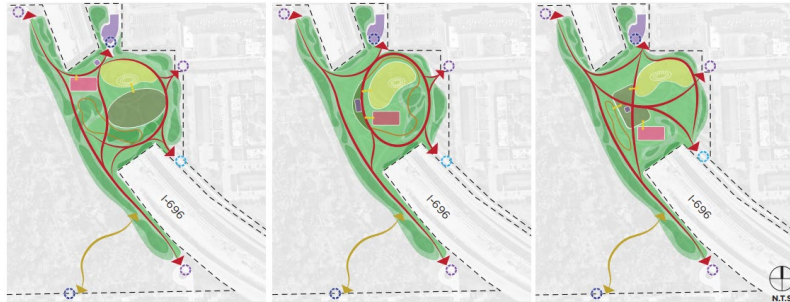
- Survey
- Ecological Services
- Architectural
- Landscape Architecture
- Site Engineering
- Mechanical/Electrical/Plumbing
- Structural



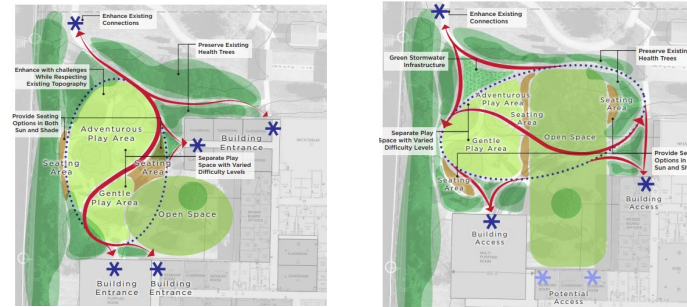


# On the Boards

*Our OHM team's design process*



*Freeway Park, City of Southfield*



*Wood Lane School, Cook County, Ohio*





# Why OHM Advisors?

*“If we build the first idea we came up with, we have not done our job in getting input from others.”*

*– M.C. Mortiz, Transportation Engineer, OHM Advisors*

## One ROOF

- *Multi-disciplinary design experts housed within one company allows for quick consultation and peer design opportunities resulting in unique and mindful design solutions.*

## Circular Design Process

- *The design process is not entirely linear. There are reiterations of thought expressed through lines and graphics that speak to people in different ways. We listen, process, and synthesize to create a unique place for your community.*



**HAVE A SEAT AT THE TABLE WITH US!**



A photograph of a playground with a large gazebo in the background and children playing on the equipment. The gazebo has a white roof and red pillars. Several children are visible: one in a blue shirt and dark shorts is running on the left, another in a white shirt and dark shorts is near the center, and a third in a white shirt and green shorts is on the right. A woman in a pink shirt and blue shorts is partially visible on the far right. The playground equipment is made of metal and plastic, with slides and climbing structures. The ground is covered in wood chips. The background is filled with green trees.

# Q&A DISCUSSION



## EVALUATION FORM

### DESIGN SERVICES- ST. JAMES & KENNING PARKS

*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.*

**NAME OF FIRM:** \_\_\_\_\_

**REVIEWER:** \_\_\_\_\_

| CRITERIA                                     | SCORE         |
|----------------------------------------------|---------------|
| Ability to provide services as outlined      | _____ (0-100) |
| Firm background and personnel qualifications | _____ (0-100) |
| Related experience with similar projects     | _____ (0-100) |
| Quality of materials proposed                | _____ (0-100) |
| Overall Costs                                | _____ (0-100) |
| References                                   | _____ (0-100) |
| <b>TOTAL</b>                                 | _____ (0-600) |
| <b>Average= Total /6</b>                     | _____/100     |

## **AGREEMENT**

### **Professional Design Services for St. James & Kenning Parks**

---

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and OHM Advisors, a Michigan Company, whose address is 2365 Pontiac Road, Suite 201, Auburn Hills, MI (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 have professional design services including concept development, designs for construction, and construction administration for St. James and Kenning Parks; and

**WHEREAS**, the City has heretofore advertised for bids for the procurement and performance of services required to provide professional design services to prepare a Park Concept Plan for St. James Park, revise and update the 2014 Kenning Park Plan, provide Engineering and Landscape Architectural design services for each park for construction purposes, and provide construction administration for all phases of construction for each park, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and

**WHEREAS**, Consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform professional design services including concept development, designs for construction, and construction administration for St. James and Kenning Parks.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform professional design services for St. James & Kenning Parks, and the Consultant's cost proposal dated December 15, 2025 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

**2. TERM:** This Agreement shall have a term of 3 years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services to the date the termination takes effect. In the event of termination, the Consultant shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all work performed by the Consultant through such date.

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

services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

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

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

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

**8. 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.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the 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.

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

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability



Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
  2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
  5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of

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

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

City: City of Birmingham  
151 Martin St  
Birmingham, Michigan 48009  
Attn: Scott D. Zielinski, P.E.

Consultant: OHM Advisors  
2365 Pontiac Road, Suite 201  
Auburn Hills, MI 48150  
Attn: Tim Juidici

**13. 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.

**14. 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.

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

**17. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

**19. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**20. RESPONSE TO REQUESTS FOR PROPOSALS:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 12/15/2025, to the City's Request for Proposals dated November 7, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Consultant's 12/15/2025 response, the terms of this Agreement shall prevail.

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

**CONSULTANT:**

By: [Signature]  
Its: Principal

STATE OF MICHIGAN            )  
                                          ) ss:  
COUNTY OF OAKLAND        )

On this 21 day of January, 2026, before me personally appeared Tim Juicici, who acknowledged that with authority on behalf of OHM Advisors to do so he/she signed this Agreement.

[Signature]  
Notary Public  
Macomb County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 9/29/29



**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

Date: \_\_\_\_\_

**APPROVED:**

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

\_\_\_\_\_  
Scott D. Zielinski, P.E., Director of Public Services  
(Approved as to substance)

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

\_\_\_\_\_  
Mary J. Chavez, Finance Director  
(Approved as to financial obligation)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2025

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

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

|                                                                                                                               |                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Professional Concepts Insurance Agency, Inc.<br>1127 South Old US Highway 23<br><br>Brighton MI 48114-9861 | <b>CONTACT NAME:</b> certs@pciaonline.com<br><b>PHONE (A/C, No, Ext):</b> (800) 969-4041<br><b>E-MAIL ADDRESS:</b> certs@pciaonline.com<br><b>FAX (A/C, No):</b> (800) 969-4081                                                                                                                            |
| <b>INSURED</b><br>Orchard Hiltz & McCliment, Inc., DBA: OHM Advisors<br>34000 Plymouth Rd<br><br>Livonia MI 48150             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> AIG Property Casualty Company<br><b>INSURER B:</b> National Union Fire Insurance Co<br><b>INSURER C:</b> Travelers Property and Casualty Company of America<br><b>INSURER D:</b> XL Specialty Ins. Co.<br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                                               | <b>NAIC #</b><br>19402<br>19445<br>36161<br>37885                                                                                                                                                                                                                                                          |

**COVERAGES****CERTIFICATE NUMBER:** 25-26 All New PL**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD  | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> X,C,U<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y          |          | 3961062            | 06/01/2025              | 06/01/2026              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Com. \$1,000 <input checked="" type="checkbox"/> Coll. \$1,000                                         | Y          |          | 7107738            | 06/01/2025              | 06/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                            |            |          | CUP-4X416635-25-NF | 06/01/2025              | 06/01/2026              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000                                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                    | Y / N<br>N | N / A    | 13188328           | 06/01/2025              | 06/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                 |
| D        | Professional Liability                                                                                                                                                                                                                                                                                                                                                                                                           |            |          | DPR5051015         | 12/01/2025              | 12/01/2026              | Per Claim 5,000,000<br>Aggregate 7,000,000                                                                                                                                                                                                |

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

The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or authorities and board members are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                 |                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Birmingham<br>151 Martin Street<br>P.O. Box 3001<br>Birmingham MI 48012 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## MEMORANDUM

City Clerk's Office

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Alexandria Bingham, City Clerk  
**SUBJECT:** Special Event – Birmingham Memorial Day Service

---

### INTRODUCTION:

The Piety Hill Chapter, NSDAR has submitted a Special Event application to hold the Memorial Day Service on May 25, 2026 from 10:00 a.m. – 11:00 a.m. in Shain Park. Set-up for the event is scheduled that day at 9:00 a.m. Tear-down is scheduled at 11:00 a.m.

### BACKGROUND:

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

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

|                             |                |            |
|-----------------------------|----------------|------------|
| Art Birmingham              | May 9 – May 10 | Shain Park |
| Celebrate Birmingham Parade | May 17         | Shain Park |

### LEGAL REVIEW:

The City Attorney has reviewed the application and has no objection as to form or content.

### FISCAL IMPACT:

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

### SUSTAINABILITY:

There were no sustainability considerations for this event.

### DESIGN CONSIDERATIONS:

There were no design considerations for this event.

**PUBLIC COMMUNICATIONS:**

The City of Birmingham Clerk's Office notified residents and businesses regarding the details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

**SUMMARY:**

The City Commission is being asked to approve a special event permit for the Memorial Day Service to be held May 25, 2026 in Shain Park. Set up will take place at 9:00 a.m. and tear down begin at 11:00 a.m.

**ATTACHMENTS:**

1. 2026 Memorial Day Application, Hold Harmless, Insurance
2. Postmarked Mailing
3. Approval Page

**SUGGESTED COMMISSION ACTION:**

To make a motion adopting a resolution to approve a request from the Piety Hill Chapter, NSDAR to hold the Memorial Day Service on Monday, May 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.





## II. EVENT INFORMATION

1. Organization Type Non-Profit Women's Service Organization, Partnered w/ the City of Birmingham  
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) None  
\_\_\_\_\_  
\_\_\_\_\_
3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so \_\_\_\_\_  
For this event we honor military personnel who died while serving in the United States  
Armed Forces
4. Are there any sustainability initiatives associated with this event? Please explain.  
We recycle the wreaths used in the ceremony
5. Is the event a fundraiser? YES ☐ NO ☒  
List beneficiary \_\_\_\_\_  
List expected income \_\_\_\_\_ Attach information about the beneficiary.
6. First time event in Birmingham? YES ☐ NO ☒  
If no, describe Annual City of Birmingham Event  
\_\_\_\_\_
7. Total number of people expected to attend per day 200+
8. The event will be held on the following city property: (Please list)  
☐ Street(s) \_\_\_\_\_  
☐ Sidewalk(s) \_\_\_\_\_  
☒ Park(s) Shain Park  
\_\_\_\_\_

9. Will street closures be required? YES ☐ NO ☒

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

What parking arrangements will be necessary to accommodate attendance?

Describe \_\_\_\_\_

Memorial Day is a Federal Holiday, so all parking meters, parking lots and parking garages are free in Birmingham that day

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

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

Describe \_\_\_\_\_

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

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

Describe ON-duty officers will participate in ceremony.

12. Will alcoholic beverages be served? YES ☐ NO ☒

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

13. Will music be provided? YES ☒ NO ☐

X Live Amplification \_\_\_\_\_

X Loudspeakers

Recorded Time music will begin 10:00 a.m. approx.

Time music will end 11:00 a.m.

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

14. Will there be signage in the area of the event? YES ☐ NO ☒
- Number of signs/banners \_\_\_\_\_
- Size of signs/banners \_\_\_\_\_
- Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☐ NO ☒
- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
  - You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact [ehclerk@oakgov.com](mailto:ehclerk@oakgov.com) or 248-535-9612 to obtain Health Department approval.
  - There is a \$50.00 application fee for all vendors and peddlers, in addition to the \$10.00 daily fee, per location.

**LIST OF VENDORS/PEDDLERS**  
(attach additional sheet if necessary)

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

Food Vendors must place some type of protection material under their food trucks to catch oil and food spills.

### III. EVENT LAYOUT

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

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

| EQUIPMENT                               | QUANTITY                                     | COST                                                                                                           | NOTES                                                                                                                                                    |
|-----------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Picnic Tables                           |                                              | 6 for \$800.00                                                                                                 | A request for more than six tables will be evaluated based on availability.                                                                              |
| Trash Receptacles                       |                                              | \$10.00 each includes 1 bag<br>For additional bags, the cost is \$45 per case, 100 bags per case               | Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.                 |
| Dumpsters                               |                                              | \$400.00/per dumpster per day                                                                                  | Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.                   |
| Utilities (electric)                    | # of vendors requiring utilities             | Varies                                                                                                         | Charges according to final requirements of event.                                                                                                        |
| Water/Fire Hydrant                      |                                              | \$224.75/per hydrant<br>Includes the use of 5,000 gallons of water. Any additional water usage will be billed. | Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass. |
| Meter Bags / Traffic Cones / Barricades | # to be determined by the Police Department. |                                                                                                                |                                                                                                                                                          |

2. Will the following be constructed or located in the area of the event? YES ☐ NO ☒

(show location of each on map) NOTE: Stakes are not allowed.

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

**FOR EVENTS IN SHAIN PARK ONLY:**

3. Do you want the Fountain on? YES ☐ NO ☐ N/A ☒  
*The fountain in on weather permitting June 1st through mid-October.*
4. Umbrellas should be removed? YES ☐ NO ☐ N/A ☒  
*Umbrellas are available June 1st through mid-October.*
5. Bistro tables/chairs should be removed? YES ☐ NO ☐ N/A ☒  
*Bistro tables/chairs are available June 1st through mid-October*



**SIGNATURE OF APPLICANT REQUIRED**

EVENT NAME Birmingham Memorial Day Service

EVENT DATE May 25, 2026

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

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

administration and will comply with all local, state and federal rules, regulations and laws.

Ganesh K. K. 12/19/25  
Signature Date

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2025

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

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

|                                                                                                                   |                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br><br>MIKE KINNA STATE FARM INSURANCE<br>36700 WOODWARD AVE STE 10<br>BLOOMFIELD HILLS, MI 48304 | <b>CONTACT NAME:</b> MIKE KINNA<br><b>PHONE (A/C, No. Ext):</b> 248/642-5515<br><b>E-MAIL ADDRESS:</b> MIKE.KINNA.GQQ9@STATEFARM.COM<br><b>FAX (A/C, No):</b> |
|                                                                                                                   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: State Farm Fire and Casualty Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
| <b>INSURED</b><br>PIETY HILL NSDAR<br>PO BOX 285<br>BIRMINGHAM, MI 48012-0285                                     | <b>NAIC#</b><br>25143                                                                                                                                         |

## 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                                                                                                                                                                                                                                                                         | ADD SUB INSD WVD                    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>Y<br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER |                                     | 92EHQ6193     | 08/20/2025              | 08/20/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (If an occurrence) \$<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000<br>COMBINED SINGLE LIMIT (If an accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$ |
|          | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY                                                                                                                                                                       |                                     |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$<br>OCCUR<br>CLAIMS-MADE                                                                                                                                                                                                                  |                                     |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                    | Y/N<br><input type="checkbox"/> N/A |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                                                             |                                                                                                                                                                                                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF BIRMINGHAM<br>151 MARTIN ST<br>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.<br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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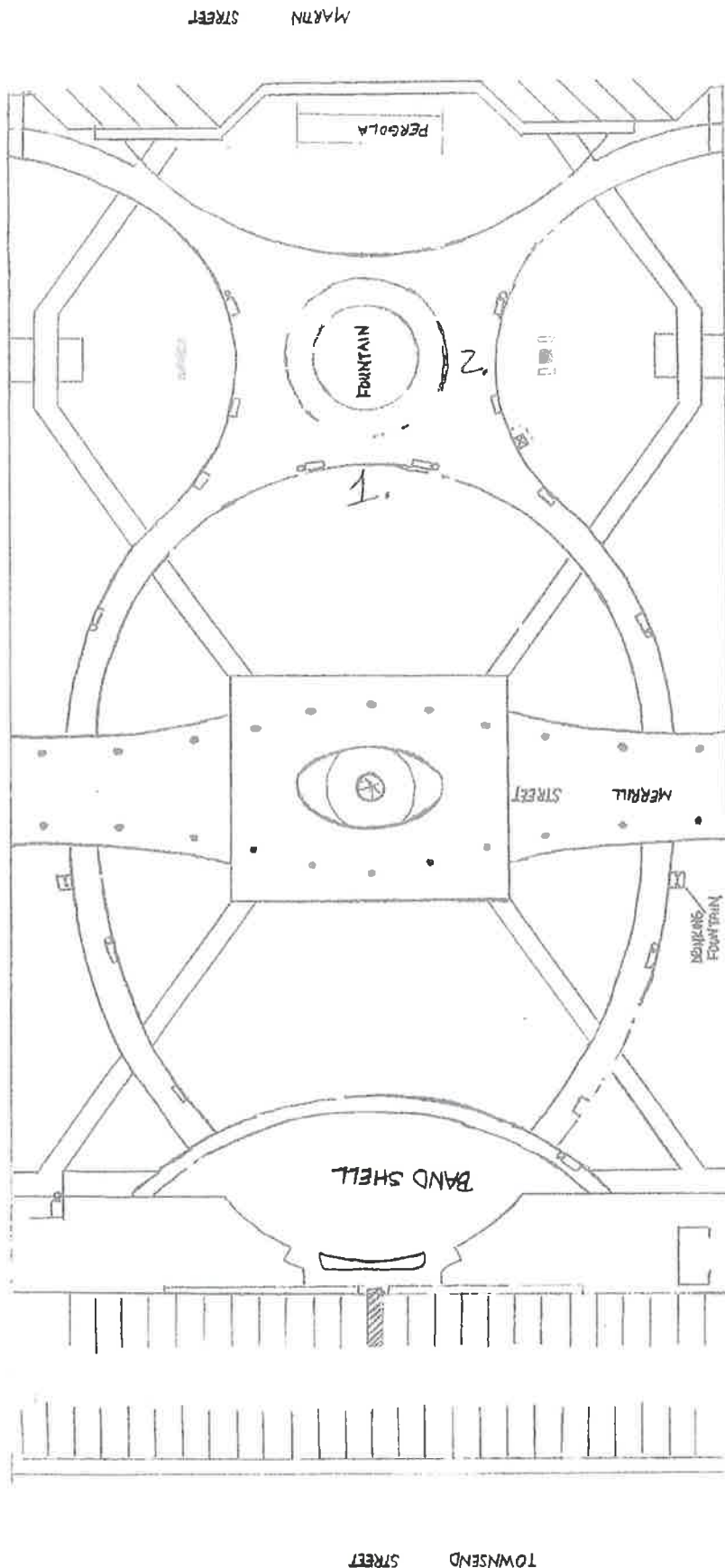
Piety Hill Chapter, NSDAR  
P.O. Box 285  
Birmingham, Michigan 48012-0285  
pietyhilldar.com

Jeanette Keatts, Regent  
jeanettelk@msn.com  
(313) 910-6904

### HOLD-HARMLESS AGREEMENT

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

  
\_\_\_\_\_  
Jeanette Keatts, Regent  
Piety Hill Chapter, NSDAR



1. Podium  
(facing North  
Flag pole behind)
2. Band

- City workers place  
Chairs, podium and  
the historic American  
Flags previously  
donated by the  
Pietry Hill Chapter  
around the plaza
- increment weather -  
Band shell

Retention: Active +1 year

## Shain Park Map

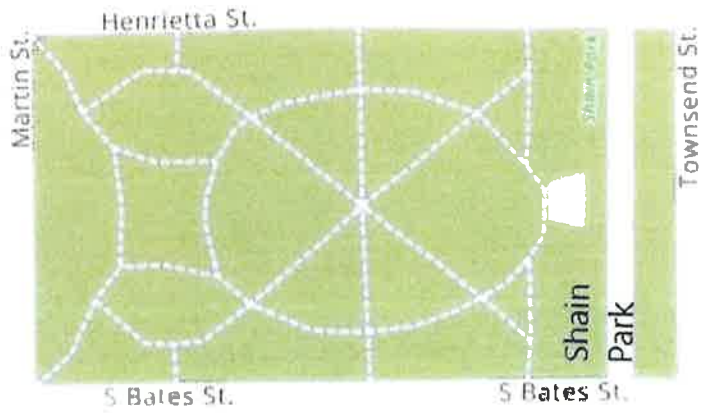
N

W Maple Rd.

W Maple Rd.

E Maple Rd.

S Old Woodward Ave.



Martin St.

Library

S Chester St.

W Merrill St.

Pierce St.

City Hall

E Merrill St.

Pierce St.

Townsend St.

Retention: Active +1 year

NO Street closures



## FIRST-CLASS



Z 48009 \$ 000.61<sup>0</sup>  
0 7W  
0008029208 JAN 06 2026  
2

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

## DEPARTMENT APPROVALS

**LICENSE NUMBER #26-00013184**

**NOTE TO STAFF: 1/19/2026**

EVENT NAME: Birmingham Memorial Day Service

COMMISSION HEARING DATE: 1/26/2026

DATE OF EVENT: May 25, 2026

| DEPARTMENT                                                       | APPROVED | COMMENTS                                                                                                                                                                                                                                    | PERMITS<br>REQUIRED<br>(Applicant must obtain<br>directly from individual<br>departments) | ESTIMATED<br>COSTS<br>(Must be paid two<br>weeks prior to the<br>event. License will not<br>be issued if unpaid.) | ACTUAL<br>COSTS<br>(Event will be<br>invoiced by the<br>Clerk's office<br>after the event) |
|------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>BUILDING</b><br>101.0-000.000.636.0005<br>248.530.1850        | MJM      | No Department Involvement.                                                                                                                                                                                                                  |                                                                                           | \$0                                                                                                               | \$0                                                                                        |
| <b>FIRE</b><br>101.0-000.000-636.0004<br>248.530.1900            | JS       | None                                                                                                                                                                                                                                        |                                                                                           | \$0.00                                                                                                            |                                                                                            |
| <b>POLICE</b><br>101.0-000.000.636.0003<br>248.530.1870          | RK       | On-Duty Officers will participate in the ceremony, wreath laying.                                                                                                                                                                           |                                                                                           | \$0                                                                                                               | \$0                                                                                        |
| <b>PUBLIC SERVICES</b><br>101.0-000.000-636.0002<br>248.530.1642 | CL       | Event organizer is responsible for providing their own audio engineer for the event.<br>The podium, 40 Chairs, will be set-up, the historical early American flags display, and the crank to lower/raise the American Flag on the flagpole. |                                                                                           | \$0                                                                                                               |                                                                                            |
| <b>ENGINEERING</b><br>101.0-000.000.636.0002<br>248.530.1839     | MC       | None                                                                                                                                                                                                                                        | None                                                                                      | \$0                                                                                                               | \$0                                                                                        |

|                                                               |    |                                                                                                                             |                                                                        |          |          |
|---------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------|----------|
| <b>PARKING</b>                                                | AF | Attendees pay the posted rate in all garages and meters.                                                                    | None                                                                   | 0        | 0        |
| <b>INSURANCE</b><br>248.530.1807                              |    | Need to submit COI no less than 2 weeks prior to event<br>Need to submit Hold Harmless Agreement                            | None                                                                   | 0        | 0        |
| <b>CLERK</b><br><b>101.0-000.000-614.0000</b><br>248.530.1803 |    | Notification letters to be mailed by applicant no later than ____.<br>Notification addresses on file in the Clerk's Office. | Applications for vendors license must be submitted no later than ____. | 0        | 0        |
|                                                               |    |                                                                                                                             | <b>TOTALS:<br/>Estimated and<br/>Actual Costs</b>                      | <b>0</b> | <b>0</b> |

**FOR CLERK'S OFFICE USE**

Deposit paid \_\_\_\_\_0\_\_\_\_

Actual Cost \_\_\_\_\_0\_\_\_\_

Due/Refund\_\_\_\_\_0\_\_\_\_



## MEMORANDUM

City Clerk's Office

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Mya Brown, Deputy City Clerk  
**SUBJECT:** Set public hearing date for 2025 review and consideration of 2026 license renewals for establishments selling alcoholic liquors

---

### INTRODUCTION:

Annually, the City Commission reviews and considers the renewal of all liquor licenses held by Birmingham establishments that sell intoxicating liquor for on-premises consumption. City staff requests that the City Commission set Monday, February 9, 2026, at 7:00 p.m. as the date of the public hearing for the review and renewal of these licenses.

### BACKGROUND:

All establishments which hold a liquor license for consumption on premises are required to follow rules set forth in [Chapter 10](#) Alcoholic Liquors of the Birmingham Code of Ordinances. The Fire Department, Police Department, Building Department, Planning Department, and Treasury Department are conducting annual reviews of liquor license establishments which allow on-premises consumption. These findings will be presented to the City Commission, which will then consider the 2025 renewal of all liquor licenses held by these Birmingham establishments.

### LEGAL REVIEW:

The City Attorney has reviewed the process for this annual renewal and has no objections.

### FISCAL IMPACT:

N/A

### SUSTAINABILITY:

N/A

### DESIGN CONSIDERATIONS:

N/A

### PUBLIC COMMUNICATIONS:

Establishments with liquor licenses for on-premises consumption were notified via certified mail

of the upcoming review process on Wednesday, November 12, 2025. License holders who are not approved for renewal on February 9, 2026, will be notified via standard mail regarding a secondary public hearing date of March 9, 2026, for further review of outstanding liquor license violations.

**SUMMARY:**

City staff recommends setting a public hearing on February 9, 2026, in accordance with the rules set forth in [Chapter 10](#) Alcoholic Liquors of the Birmingham Code of Ordinances to review the previous year's licensing and discuss the renewal of liquor licenses for 2026.

**ATTACHMENTS:**

None

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set a public hearing for the 2025 review of establishments which hold liquor licenses for consumption on-premises and to consider the same establishments for 2026 renewal at the regular City Commission meeting on Monday, February 9, 2026, at 7:00 p.m.





## MEMORANDUM

Engineering Department

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Melissa Coatta, City Engineer  
**SUBJECT:** 2026 Cape Seal Program  
Set Public Hearing of Necessity and Public Hearing of Confirmation of Roll Dates  
for Special Assessment District (SAD)

---

### INTRODUCTION:

The Engineering Department is currently working on the 2026 Cape Seal Program on four (4) streets in the City. The existing unimproved road surface will be restored with a new cape seal treatment as part of the unimproved street maintenance program.

### BACKGROUND:

The streets in the project area are mostly located on the west side of the City. The streets selected for this project were rated in poor condition in the 2023 PASER (Pavement Surface Evaluation and Rating). The City policy has been to defray the cost of cape-seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that benefit from this treatment.

### 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 has no objection as to form or content.

### FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for the 2026 Cape Seal Program will defray the costs incurred by the City for construction of these improvements.

### SUSTAINABILITY:

N/A

### DESIGN CONSIDERATIONS:

N/A

**PUBLIC COMMUNICATIONS:**

Notices for the Public Hearing of Necessity and Confirmation of Roll will be distributed by the Clerk's Office. The Engineering Department will hold a property owner meeting on Thursday, February 12, 2026, from 5:30 pm to 6:30 pm to explain the associated work, assessment cost, and answer questions.

**SUMMARY:**

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the installation of new pavement as part of the 2026 Cape Seal Program be scheduled at the City Commission meeting on February 23, 2026, followed by a Public Hearing for Confirmation of the Roll on March 9, 2026.

**ATTACHMENTS:**

1. Maps of Proposed 2026 Cape Seal Special Assessment District

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on Oak Avenue from Greenwood Street to N. Old Woodward Avenue, Lakeside Drive from Oak Avenue to Randall Street, N. Glenhurst Drive from Oak Avenue to Pine Street, and Northlawn Boulevard from the Rouge River to Southfield Road on February 23, 2026 at 7:00 P.M.; and

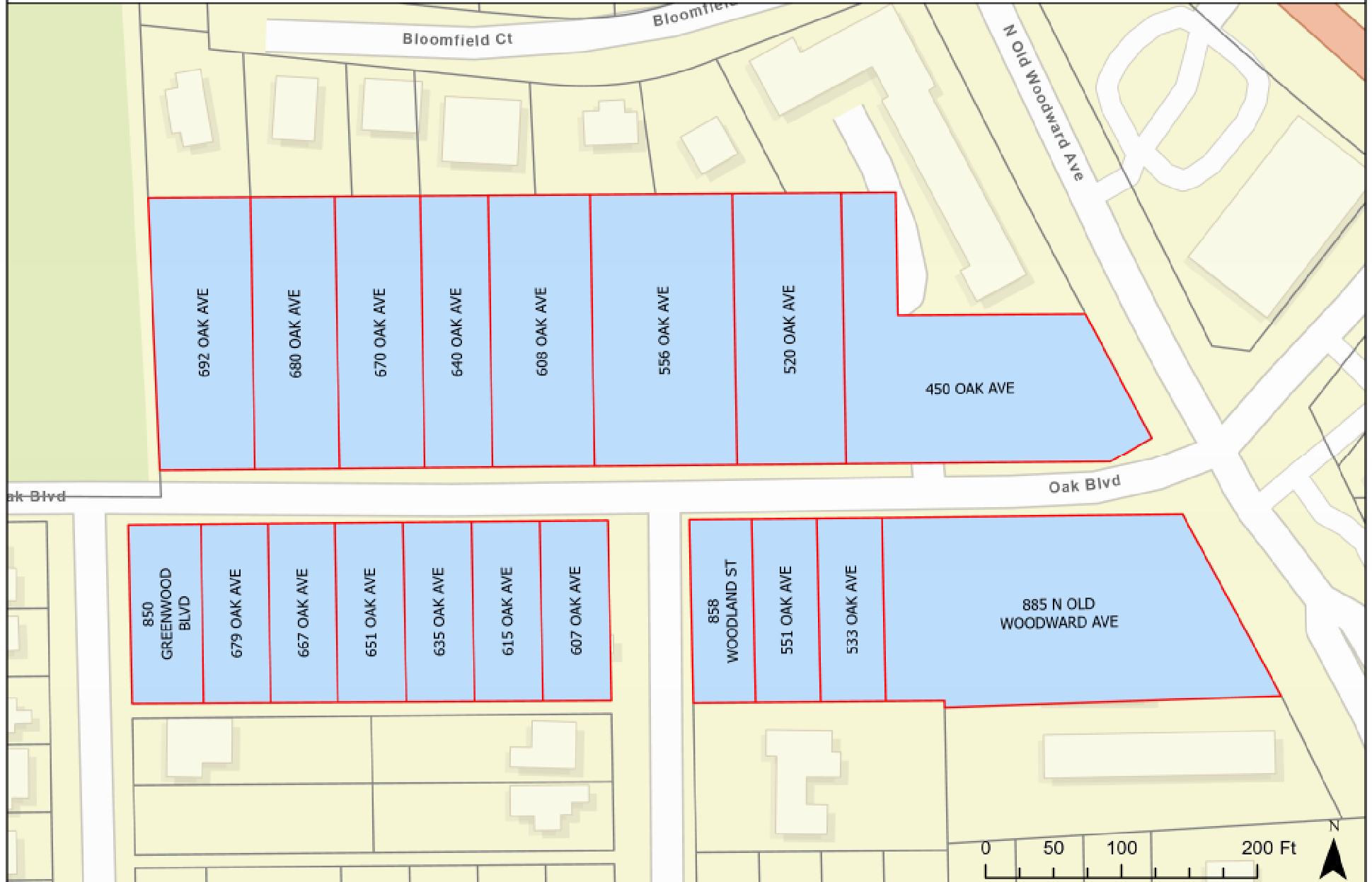
If necessity is determined on February 23, 2026, to meet on March 9, 2026 at 7:00 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Oak Avenue from Greenwood Street to N. Old Woodward Avenue, Lakeside Drive from Oak Avenue to Randall Street, N. Glenhurst Drive from Oak Avenue to Pine Street, and Northlawn Boulevard from the Rouge River to Southfield Road.





# Oak Boulevard

## Greenwood to N Old Woodward





# Lakeside Drive

## Oak to Randall







# Glenhurst Drive

## Oak to Pine





# Northlawn Boulevard

## Golf Course to Southfield





## MEMORANDUM

Engineering Department

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Melissa Coatta, City Engineer  
**SUBJECT:** Residential Site Evaluation Services Agreement

---

### INTRODUCTION:

Since 2020, the Engineering Department has engaged an engineering consultant to provide residential site evaluations for new homes and additions. The current contract with Hubbell, Roth & Clark, Inc. (HRC), is set to expire on January 27, 2026. A request for quotes (RFQ) for Residential Site Evaluations was issued, and the selection committee recommends that the City continue to contract with HRC to provide engineering services for residential site evaluations.

### BACKGROUND:

In 2020, the City began using an engineering consultant to provide site evaluations in order to accommodate the development demand and ensure timely reviews. The demand has remained consistent, averaging approximately 150-175 site evaluations per year, of which approximately 50-75 are new home applications.

The Engineering Department issued a Request for Quotes (RFQ) for Residential Site Evaluation services on December 10, 2025, on the MITN website. By the January 8, 2026 deadline, the City received two (2) proposals from Hubbell, Roth and Clark, Inc. (HRC) and Nowak and Fraus Engineers.

A selection committee composed of representatives from the Engineering Department, Building Department, Department of Public Services, and the Manager's Office evaluated the proposals using the following criteria:

1. Past involvement in similar projects, related experience, and references with similar services (40 points)
2. Fee quote (45 points)
3. Staffing capacity and personnel qualifications (15 points)

Each member of the selection committee scored the proposals. HRC received the highest total score from the committee members.

### LEGAL REVIEW:

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

**FISCAL IMPACT:**

Residential Site Evaluation services are paid through permit fees collected from the builder of each project. HRC's proposed fees are slightly higher than those in the 2023 contract, reflecting increased costs over time. HRC provided an alternate fee proposal that separates the cost of the site plan review for new houses, additions and accessory structures from the cost of the first revision. This alternate option allows a discount to an applicant if they submit a plan that can be approved or approved as noted during the first review. In previous contracts, the cost of the first revision was included in the site plan review fee.

**SUSTAINABILITY:**

N/A

**DESIGN CONSIDERATIONS:**

N/A

**PUBLIC COMMUNICATIONS:**

Communication will be required upon approval of the recommended resolutions for changes in the permit fees. A notification will be posted on the City's website and emailed to builders who have pulled Site Evaluation Permits in recent years. It is recommended that the revised fees take effect on March 1, 2026, to allow a 30-day notice.

**SUMMARY:**

The selection committee recommends that Hubbell, Roth & Clark, Inc. be engaged to provide professional services for residential site evaluations for an initial one year term, with the option to extend the agreement at the discretion of the City Commission up to a total of three years.

**ATTACHMENTS:**

1. Request for Quotes (RFQ)
2. Tabulation of Quotes
3. Agreement
4. Hubbell, Roth & Clark, Inc. Quote

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve a one-year Professional Service Agreement, with Hubbell, Roth & Clark, Inc. for Residential Site Evaluation Services, with the option to extend the agreement at the discretion of the City Commission for up to a total of three years. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the city. Funding for these services shall be provided through collected permit fees.

AND

To amend the Schedule of Fees, Charges, Bonds, and Insurance, effective March 1, 2026, in the Community Development section as indicated by the consultant fee quote.



## **REQUEST FOR QUOTES For RESIDENTIAL SITE EVALUATION SERVICES**

---

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## **INTRODUCTION**

For purposes of this request for quotes, the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Consultant.”

The City of Birmingham, Michigan is accepting quotes to provide Residential Site Engineering Plan Review, necessary field investigation, and related office hours. The City currently approves approximately 150-175 Site Evaluation Applications per year for new homes, additions, accessory structures, etc., of which approximately 50-75 are new home applications. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Quotes (RFQ).

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 consultants, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting quotes may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a consultant will be completed by January 19, 2026. An Agreement for services will be required with the selected Consultant. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

## **REQUEST FOR QUOTES (RFQ)**

The purpose of this RFQ is to request quotes for the scope of services needed, allowing firms to present their qualifications, capabilities and costs to provide residential Site Engineering plan review, field investigation, as-built plan reviews, and requisite office hours.

## **INVITATION TO SUBMIT A QUOTE**

Quotes shall be submitted no later than 2:00 p.m. local time, on Thursday, January 8, 2026 to:

Email: [mcoatta@bhamgov.org](mailto:mcoatta@bhamgov.org)  
Attn: Melissa A. Coatta, P.E., City Engineer

One (1) pdf of the proposal and other qualified items shall be submitted. Any quotes received after the due date cannot be accepted and will be rejected.

## **INSTRUCTIONS TO CONSULTANTS**

1. Any and all forms requesting information from the consultant must be completed on the attached forms contained herein (see Consultant’s Responsibilities).
2. Any request for clarification of this RFQ shall be made in email to: Melissa Coatta, 248-530-1840, [mcoatta@bhamgov.org](mailto:mcoatta@bhamgov.org). Such request for clarification shall be submitted,

no later than 5:00 pm Monday, January 5, 2026. Clarifications will be emailed to all consultants.

3. The contract for professional services will be awarded by the City of Birmingham to the firm deemed most responsive and most appropriate by scoring.
4. Each consultant shall include in their quote, 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 quote figure. The City will furnish the successful company with tax exemption information when requested.

## **EVALUATION PROCEDURE, CRITERIA AND SCORING**

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

1. **Past Involvement in Similar Projects (40 points):** Related experience and references with similar services. **1-2 page maximum.**
2. **Fee Quote (45 points):** Attachment C
3. **Staffing Capacity (15 points):** Provide personnel qualifications, **1-2 page maximum.** Resumes may be requested at a later date.

## **TERMS AND CONDITIONS**

1. The agreement for residential site evaluation services will remain in effect for a period up to one (1) year from the date of City Commission approval. The agreement may be extended beyond one year at the discretion of City Commission, up to a total of three (3) years.
2. The City reserves the right to reject any or all quotes received, waive informalities, or accept any quote, 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 execute a contract within ten (10) days after the award of the quote.
3. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.
4. 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. Termination can be with or without cause. Written notice to terminate the agreed contract will be provided. The City may terminate this RFQ and Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage of the contract once entered, the City agrees to pay Consultant for services rendered up to the time of notice, subject to the contract maximum amount.

5. Any quote may be withdrawn up until the date and time set above for the opening of the quotes. Any quotes not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the quote.
6. The cost of preparing and submitting a quote is the responsibility of the Consultant and shall not be chargeable in any manner to the City.
7. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
8. The Consultant will not exceed the timelines established for the completion of this project.
9. The successful consultant shall enter into and will execute the contract as set forth in Attachment A.

## **CONSULTANT'S RESPONSIBILITIES**

Each consultant shall provide the following as part of their quote:

1. Complete and sign all forms requested for completion within this RFQ.
  - a. Executed Contract (Attachment A – pg. 8-15)
  - b. Consultant's Agreement (Attachment B - p. 16)
  - c. Fee Quote (Attachment C - p. 17)
  - d. Agreement Iran Sanctions Act Vendor Certification Form (Attachment D - p. 18-19)
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget (see Item No. 1 under Evaluation Procedure, Criteria, and Scoring).
3. An acknowledgement that the Consultant will be available according to the proposed timeline.
4. Provide a description of proposed staffing and list qualification of the primary person involved in administering the services (see Item No. 3 under Evaluation Procedure, Criteria, and Scoring).
5. Provide two (2) client references from past or present that the consultant has served, include current phone numbers.
6. The Consultant will be responsible for transportation to and from the City, as well as within the City for field work, at no cost to the City.

## **CITY RESPONSIBILITY**

1. The City will provide a designated representative and backup representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.
2. The City will provide access to the City of Birmingham during regular business hours, which includes a desk, phone and computer with internet access.
3. The City will provide a tablet for photographs and remote access to BS&A Software which is the City's permit review and inspection tracking system.
4. The City will provide a parking structure permit at a designated parking structure and a City identification vehicle magnet for use within the City.
5. The City will provide an identification card and lanyard for use while representing the City.

## **SETTLEMENT OF DISPUTES**

The successful consultant agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and requirements of the successful consultant.

## **INSURANCE**

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

## **CONTINUATION OF COVERAGE**

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

## **EXECUTION OF CONTRACT**

The consultant whose quote is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to

execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful consultant agrees to enter into and will execute the contract as set forth in Attachment A.

## **INDEMNIFICATION**

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

## **CONFLICT OF INTEREST**

The successful consultant is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 16 of the Agreement, attached as Attachment A, for the details and requirements of the successful consultant.

## **EXAMINATION OF QUOTE MATERIALS**

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

## **PROJECT TIMELINE**

The Consultant will not exceed the timelines established for completion as described in the Scope of Work.

## **SCOPE OF WORK**

The Consultant shall perform the following services in accordance with the requirements as defined and noted herein:

1. Conduct and Complete Initial Residential Site Evaluation Application reviews for new homes within 10 business days once entered into BS&A. Additionally, reviews for additions/accessory structures/others may also be requested by the City, also to be completed within 10 business days once entered into BS&A by a designated Michigan Licensed Professional Engineer with a minimum of 5 years' experience shall be responsible for regularly providing the services.
2. Perform a site visit and provide existing conditions photographs, utilizing the City issued tablet. Photographs shall be uploaded to the City's server regularly (minimum once weekly).



3. Provide a technical review of the single family residential Site Plan for compliance with all City codes and requirement; and complete the Site Evaluation Review Worksheet (Attachment E) throughout the review process.
4. Provide “review comments of required revisions” (and any recommendations) to the site designer (engineer or surveyor), and provide a copy to the applicant and City designated representative(s); and input comments and status into BS&A tracking system.
5. Incorporate “review comments” from the Department of Public Services Parks & Forestry Division as necessary.
6. Identify any additionally required permits in the “review comments”, such as Soil Erosion & Sedimentation Control Permit, Oakland County Water Resources Tap Permit, or EGLE Floodplain Permit; any of which will be reviewed and processed by others.
7. Complete revised Site Plan reviews/approvals within 3 business days once entered into BS&A and submit the completed Site Evaluation Review Worksheet to the City designated representative upon Site Plan approval.
8. Conduct final grade inspections and review of the certified As-Built Survey compared to the approved Site Plan within 3 business days from requested inspection, issue approval toward Certificate of Occupancy or identify bondable required corrections. Approvals or rejections shall be documented in BS&A.
9. Provide a minimum of 20-24 hours per week, over a consistent combination of non-consecutive business days, within the City for office hours, site visits, consultation for issues arising during construction, access to the City’s maps, personnel, files, and pick-up of site plans, etc. The schedule shall be negotiated with the City and may be modified as necessary.
10. Provide a project status spreadsheet monthly with dates of submittals, receipt, inspections, issuance of comments or approval, etc. with an invoice for services.
11. The Consultant shall operate in a safe manner and will observe all MIOSHA guidelines.

This section and referenced documents shall constitute the Scope of Work for these services and as such all requirements must be met.

## **ATTACHMENT A - AGREEMENT**

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## **AGREEMENT for RESIDENTIAL SITE EVALUATION SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and \_\_\_\_\_ a \_\_\_\_\_ Michigan \_\_\_\_\_, whose address is \_\_\_\_\_, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties and be executed upon the date of the Mayor's signature.

**WHEREAS**, the City desires to hire Consultant Services for Residential Site Engineering Plan Review, and in connection therewith has requested formal quotes for Residential Site Evaluation Services; and

**WHEREAS**, has provided a response and cost quote to perform Residential Site Evaluation Services and Consultant has qualifications that meet the project requirements.

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

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated December 10, 2025, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request 20-24 required office hours, and the Consultants response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of conflict of the documents, this agreement is controlling.

**2. TERM:** This Agreement shall have a term of one (1) year, and with City Commission approval, may be extended an additional two (2) years from the effective date, but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, as agreed to in writing, upon 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 site plan approval and documents prepared by the Consultant.

**3. TERMS OF PAYMENT:** The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

**4.** Consultant shall employ personnel of good moral character and fitness in performing all

services under this Agreement.

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

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

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

**8. 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.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and

maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing 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.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant \_\_\_\_ shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with



limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

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

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

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012

Attn: Melissa A. Coatta

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**13. 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.

**14. 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.

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

**16. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**17. 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.

**18. 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 48<sup>th</sup> 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.

**19. RESPONSE TO REQUESTS FOR QUOTES:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated \_\_\_\_\_, 2026, to the City's Request for Quotes dated December 10, 2025. In the event of a conflict in any of the terms of this Agreement and the Consultant's January 8, 2026 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to do so he/she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Clinton Baller, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

\_\_\_\_\_  
Melissa A. Coatta, City Engineer  
(Approved as to substance)

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

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

**ATTACHMENT B - CONSULTANT'S AGREEMENT**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Quote 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 quote.

---

**BID PREPARED BY**  
**(Print Name)**

---

**DATE**

---

**TITLE**

---

**DATE**

---

**AUTHORIZED SIGNATURE**

---

**E-MAIL ADDRESS**

---

**COMPANY**

---

**ADDRESS**

---

**PHONE**

---

**NAME OF PARENT COMPANY**

---

**PHONE**

---

**ADDRESS**



**ATTACHMENT C - COST QUOTE**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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**In order for the proposal to be considered valid, this form must be completed in its entirety.** The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

| FEE QUOTE                                                                  |            |
|----------------------------------------------------------------------------|------------|
| ITEM                                                                       | BID AMOUNT |
| New House Site Plan Review (including 1 revision)                          | \$         |
| Addition/Accessory Structure/Other Site Plan Review (including 1 revision) | \$         |
| Additional reviews (after second)                                          | \$         |
| Each review for Builder initiated change                                   | \$         |
| Final Grade Inspection & As-built Survey Review                            | \$         |

Firm Name\_\_\_\_\_

Authorized signature\_\_\_\_\_ Date\_\_\_\_\_

**ATTACHMENT D – IRAN SANCTIONS**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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**VENDOR CERTIFICATION**  
**THAT IT IS NOT AN**  
**“IRAN LINKED BUSINESS”**

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

| Vendor                           |  |
|----------------------------------|--|
| Legal Name                       |  |
| Street Address                   |  |
| City                             |  |
| State, Zip                       |  |
| Corporate I.D. Number<br>/ 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 Vendor's  
Authorized Agent:

---

Printed Name of Vendor's  
Authorized Agent:

---

Witness  
Signature:

---

Printed Name of Witness:

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## ATTACHMENT E – SITE EVALUATION REVIEW WORKSHEET

### Site Evaluation Review Worksheet

| PROJECT INFORMATION                                                                                              |                                                                                                                                                         |                                                                                              |       |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------|
| SITE ADDRESS:                                                                                                    |                                                                                                                                                         | REVIEWER:                                                                                    |       |
| PROPOSED IMPROVEMENT:                                                                                            | <input type="checkbox"/> New House <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> Other: _____ |                                                                                              |       |
| Site Visit Date:    /    /    Initial Review Date:    /    /    2nd Review:    /    /    Final Review:    /    / |                                                                                                                                                         |                                                                                              |       |
| SITE GRADING & DRAINAGE REQUIREMENTS                                                                             |                                                                                                                                                         | RESULTS                                                                                      | NOTES |
| 1                                                                                                                | Reference to a City Benchmark (City of Birmingham Datum)                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| 2                                                                                                                | Site topographic elevations shown within and 10-25 feet around lot                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Existing elevations of subject and adjacent properties at points to help determine the general flow pattern                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Existing elevation at building and lot corners                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Elevation at relative high and low points on property                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Ex elevations of neighboring building finished floor and grades                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| 2                                                                                                                | Proposed elevations shown at all building and lot corners                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Finished Floor elevations appropriate given neighboring buildings' finished floor elevations                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Finished grade / Brick ledge elevations at front corners are appropriate given the adjacent building and road elevations                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Finished grade elevations show + drainage away from structure                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Finished grade elevations at property lines show that existing pass through drainage will be maintained or improved                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| 3                                                                                                                | Impervious Surfaces Drain to Street                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Stormwater management system required if grades do not allow gravity drainage to the street                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Downspouts shown with direction of flow                                                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | No downspouts directly connected to any City/County sewers                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Grass swale slopes at 1% slope or greater (grades every 25')                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | If swale is adjacent to a window well, provide prop. grades at each corner of the window well                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Concrete drive slopes to street between 0.5% and 10.0%                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Max driveway width at sidewalk: 30-feet (match on both sides)                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | 3-inch curb (min. height) for drives along property lines, or top of drive below adjacent grade (T/C & B/C grades every 25')                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | T/C grades should match adjacent ground grades                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Maximum side yard slopes of 1V:4H or less.                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Pop-up drain located minimum 10' from sidewalk/ prop. line                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| UTILITY & SERVICE REQUIREMENTS                                                                                   |                                                                                                                                                         | RESULTS                                                                                      | NOTES |
| 1                                                                                                                | Show rim/invert elev of U/S and D/S MH for san/comb/storm swrs                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| 2                                                                                                                | All utility crossings shall have a min. clearance distance of 18-inches                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
| 3                                                                                                                | New Sewer Service Proposed (Public, Private, or Both)                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Pipe material Sch. 40 PVC                                                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Main to PL: 6-inch (min)      PL to building: 4-inch                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Pipe slopes at 1% slope or greater                                                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | City sewer invert shown at connection                                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Sewer service invert shown at connection (above springline)                                                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Sewer service invert shown at house                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Pipe through basement floor - backflow preventer req (CS only)                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Sewer service perpendicular to R.O.W. lines                                                                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Cleanouts shall be installed every 100-feet (max)                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |
|                                                                                                                  | Location of sewer                                                                                                                                       | <input type="checkbox"/> street <input type="checkbox"/> rear <input type="checkbox"/> other |       |
| 4                                                                                                                | New Water Service Proposed (Public, Private, or Both)                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A        |       |

|                                                                                                                                                         |                                                                                                                   |                                                                                       |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|
|                                                                                                                                                         | Pipe material Type K Copper or PEX                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Proposed service size (minimum of 1" required)                                                                    | <input type="checkbox"/> 1" <input type="checkbox"/> 1.5" <input type="checkbox"/> 2" | Other:       |
|                                                                                                                                                         | Water service perpendicular to R.O.W. lines                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 5                                                                                                                                                       | Are the water & sewer services proposed to be installed in the same trench in the ROW?                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | If yes, water service in ROW to be installed by the contractor                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> N/A                             |              |
|                                                                                                                                                         | If no, water service in ROW to be installed by the City DPS                                                       | <input type="checkbox"/> DPS <input type="checkbox"/> N/A                             |              |
| 6                                                                                                                                                       | Private Catch Basin/Infiltration/Storm Collection Requirements                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | (# )         |
|                                                                                                                                                         | Separate tap to City Main required                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | If Combined Sewer Available - sep tap to combined sewer                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | MS4 Parcel/Storm Main Available - sep tap to storm sewer                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Provide inverts at connection (main, pipe & above springline)                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Rim elevation shown                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Sewer invert(s) at catch basin shown (min. 3' cover)                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | 2' Sump & gas trap (for combined sewer only) specified                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Located minimum of 5' from property lines                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Minimum 6-inch pipe at 1% slope                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Cleanouts shall be installed every 100-feet (max)                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Infiltration calculations (incl. assumed storm event)                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Detail(s) provided for each storm basin/component                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| <b>SIDEWALK AND APPROACH REQUIREMENTS</b>                                                                                                               |                                                                                                                   | <b>RESULTS</b>                                                                        | <b>NOTES</b> |
| 1                                                                                                                                                       | New sidewalk installed across the entire property (unless in good condition and ADA compliant after construction) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Corner lot: new ramp (incl. detectable warning surfaces, 8% max)                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Sidewalk on private property - Sidewalk Easment Required                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | If no existing sidewalk - Install new sidewalk                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 2                                                                                                                                                       | Sidewalk cross slope less than or equal to 2%                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Sidewalk running slope less than or equal to 5%                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | 6-inch concrete sidewalk through approach                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 3                                                                                                                                                       | Driveway approach slope between 0.5% and 10.0%                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 4                                                                                                                                                       | Approach flares less than or equal to 2-feet (subject to local variance)                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| <b>ADDITIONAL REQUIREMENTS</b>                                                                                                                          |                                                                                                                   | <b>RESULTS</b>                                                                        | <b>NOTES</b> |
| 1                                                                                                                                                       | Silt fence shown around property & fabric bag in nearest D/S catch basin                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Note: Contractor responsible for maintaining silt fence & fabric bag                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Soil Erosion Control Permit Required? (within 500' of river or site > 1 acre)                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |
| 2                                                                                                                                                       | Improvements or grading in the floodplain? (EGLE Permit Req.)                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |
| 3                                                                                                                                                       | Quarton Lake Neighborhood – Backyard Sewer Easement Required? (Or Cedar, Edgewood, or Yorkshire)                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 4                                                                                                                                                       | Req. setbacks for structures - when ex. utilities are in back/sideyard                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | Sewer: 10' Water: 6'                                                                                              |                                                                                       |              |
|                                                                                                                                                         | Place catch basins 5' and drywells 10' (incl. material) from utilities                                            |                                                                                       |              |
| 5                                                                                                                                                       | Forestry Comments Addressed? (wtr/swr srvc, drive app, etc.)                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
|                                                                                                                                                         | DPS Permit Required?                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 6                                                                                                                                                       | Retaining wall higher than 3-feet - structural review required                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 7                                                                                                                                                       | Basement deeper than 10-feet - structural review required                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |
| 8                                                                                                                                                       | Site Plan scale shall be 1" = 10' (if lot doesn't fit on sheet, use 1"=20')                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |
| <b>NOTES:</b>                                                                                                                                           |                                                                                                                   |                                                                                       |              |
| <b>RESULTS:</b> <input type="checkbox"/> APPROVED AS SUBMITTED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> REVISE AND RE-SUBMIT |                                                                                                                   |                                                                                       |              |
| Signature:                                                                                                                                              |                                                                                                                   |                                                                                       | Date:        |



| <b>RESIDENTIAL SITE EVALUATION SERVICES<br/>FEE QUOTE SCHEDULE SUMMARY</b>                                   |                                        |                        |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------|
| <b>Item</b>                                                                                                  | <b>Hubbell, Roth &amp; Clark, Inc.</b> | <b>Nowak and Fraus</b> |
| New House Site Plan Review (Including 1 Revision)                                                            | \$525 *                                | \$850                  |
| Addition/Accessory Structure/ Other Site Plan review (including 1 revision)                                  | \$400**                                | \$800                  |
| Additional reviews (after second)                                                                            | \$200                                  | \$250                  |
| Each review for builder initiated change                                                                     | \$350                                  | \$250                  |
| Final Grade Inspection & As-built Survey Review                                                              | \$450                                  | \$700                  |
| Additional Final Grade Inspection & As-Built Review***                                                       | \$200                                  |                        |
| * Excludes including 1 revision<br>** Excludes including 1 revision<br>*** Amended for no revisions included |                                        |                        |



## **AGREEMENT for RESIDENTIAL SITE EVALUATION SERVICES**

**THIS AGREEMENT** is entered into this 8th 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 Hubbell, Roth & Clark, Inc. a Michigan Corporation, whose address is 555 Hulet Drive, Bloomfield Hills, MI 48302, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties and be executed upon the date of the Mayor's signature.

**WHEREAS**, the City desires to hire Consultant Services for Residential Site Engineering Plan Review, and in connection therewith has requested formal quotes for Residential Site Evaluation Services; and

**WHEREAS**, has provided a response and cost quote to perform Residential Site Evaluation Services and Consultant has qualifications that meet the project requirements.

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

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated December 10, 2025, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request 20-24 required office hours, and the Consultants response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of conflict of the documents, this agreement is controlling.
- 2. TERM:** This Agreement shall have a term of one (1) year, and with City Commission approval, may be extended an additional two (2) years from the effective date, but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, as agreed to in writing, upon 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 site plan approval and documents prepared by the Consultant.
- 3. TERMS OF PAYMENT:** The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Consultant shall employ personnel of good moral character and fitness in performing all

services under this Agreement.

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

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

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

**8. 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.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and

maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing 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.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant \_\_\_\_ shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with

limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

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

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

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012

Attn: Melissa A. Coatta

Consultant:

Hubbell, Roth & Clark, Inc.

555 Hulet Drive

Bloomfield Hills, MI 48302

Attn: Karyn Stickel, PE, Vice President/Partner

**13. 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.

**14. 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.

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

**16. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**17. 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.

**18. 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 48<sup>th</sup> 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.

**19. RESPONSE TO REQUESTS FOR QUOTES:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated January 8, 2026, to the City's Request for Quotes dated December 10, 2025. In the event of a conflict in any of the terms of this Agreement and the Consultant's January 8, 2026 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: Karyn Stickel

Its: Karyn Stickel, PE, Vice President/Partner

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this 8 day of January, 2026, before me personally appeared Karyn Stickel, who acknowledged that with authority on behalf of Hubbell, Roth & Clark, Inc. to do so he/she signed this Agreement.

Janice Strine  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 4/14/2030

JANICE STRINE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires 4/14/2030,  
Acting in the County of Oakland

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Clinton Baller, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

Melissa A. Coatta  
Melissa A. Coatta, City Engineer  
(Approved as to substance)

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

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

**ATTACHMENT B - CONSULTANT'S AGREEMENT**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Quote 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 quote.

|                                                                                   |                              |
|-----------------------------------------------------------------------------------|------------------------------|
| <u>Karyn Stickel, PE</u>                                                          | <u>January 8, 2026</u>       |
| <b>BID PREPARED BY</b>                                                            | <b>DATE</b>                  |
| <b>(Print Name)</b>                                                               |                              |
| <u>Vice President/Partner</u>                                                     | <u>January 8, 2026</u>       |
| <b>TITLE</b>                                                                      | <b>DATE</b>                  |
|  |                              |
|                                                                                   | <u>lkstickel@hrcengr.com</u> |
| <b>AUTHORIZED SIGNATURE</b>                                                       | <b>E-MAIL ADDRESS</b>        |
| <u>Hubbell, Roth &amp; Clark, Inc.</u>                                            |                              |
| <b>COMPANY</b>                                                                    |                              |
| <u>555 Hulet Drive, Bloomfield Hills, MI 48302</u>                                | <u>(248) 454-6566</u>        |
| <b>ADDRESS</b>                                                                    | <b>PHONE</b>                 |
| <u>N/A</u>                                                                        | <u>N/A</u>                   |
| <b>NAME OF PARENT COMPANY</b>                                                     | <b>PHONE</b>                 |
| <u>N/A</u>                                                                        |                              |
| <b>ADDRESS</b>                                                                    |                              |

**ATTACHMENT D – IRAN SANCTIONS**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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**VENDOR CERTIFICATION**  
**THAT IT IS NOT AN**  
**“IRAN LINKED BUSINESS”**

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

|                                  |                             |
|----------------------------------|-----------------------------|
| <b>Vendor</b>                    |                             |
| Legal Name                       | Hubbell, Roth & Clark, Inc. |
| Street Address                   | 555 Hulet Drive             |
| City                             | Bloomfield Hills            |
| State, Zip                       | Michigan, 48302             |
| Corporate I.D. Number<br>/ State | 800079203                   |
| Taxpayer I.D. #                  | 38-0668370                  |

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

Signature of Vendor's  
Authorized Agent:



Printed Name of Vendor's  
Authorized Agent:

Karyn Stickel, PE

Witness  
Signature:



Printed Name of Witness:

Jim Surhigh, PE

**PROPOSED ALTERNATE QUOTE**

**ATTACHMENT C - COST QUOTE**

**For RESIDENTIAL SITE EVALUATION SERVICES**

**In order for the proposal to be considered valid, this form must be completed in its entirety.** The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

| <b>FEE QUOTE ***</b>                                                                      |                   |
|-------------------------------------------------------------------------------------------|-------------------|
| <b>ITEM</b>                                                                               | <b>BID AMOUNT</b> |
| * New House Site Plan Review ( <del>including 1 revision</del> )                          | \$ <b>525.00</b>  |
| * Addition/Accessory Structure/Other Site Plan Review ( <del>including 1 revision</del> ) | \$ <b>400.00</b>  |
| * Additional reviews ( <del>after second</del> )                                          | \$ <b>200.00</b>  |
| Each review for Builder initiated change                                                  | \$ <b>350.00</b>  |
| Final Grade Inspection & As-built Survey Review                                           | \$ <b>450.00</b>  |

**\*\* Additional Final Grade Inspection and As-Built Review \$ 200.00**

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date January 8, 2026

**Notes:**

\* As a means to potentially reduce permit review costs to applicants with relatively simple projects and/or those where the investment has been made to utilize design engineering/surveying companies with experience with residential site evaluation review process, we propose to use a reduced initial plan review cost, but start charging for additional reviews with the second review (eliminate including costs for second reviews in initial review fee). While approving submittals after a single review is not common (19 out of 309 site plans since 2023), the opportunity is definitely there for providing plans that comply with the well-established City requirements and are carefully prepared and reviewed by the applicant before submittal to correct errors or missing information.

\*\* An additional Final Grade Inspection and As-Built Survey Review was requested for the 2023 RFQ and accepted in the current agreement. We are once again proposing this additional review fee to maintain consistency with the current fee structure. We note that in our experience with the residential plan reviews for the City since 2020, a significant number of as-built surveys depict work that was not completed in accordance with the approved site plan, and additional reviews typically require another site visit, discussion of changes/impacts with Engineering and Building Department staff, and associated administrative effort after corrective work is completed by applicant.

\*\*\* Please refer to Page 4 of our Cost Quote, which contains an Additional Professional Services clarification summary adopted as part of the 2023 Agreement for Residential Site Evaluation Services. These special cases are rare (44 out of 309 site plans since 2023), but they require additional effort beyond the basic scope of services under this agreement. While these situations are brought to the City Engineer's attention to get direction for final responses, there is usually significant additional effort during the process for calls/meetings with design engineers/surveyors, research/review/evaluation by HRC, internal meetings with HRC/City staff, and administrative costs for what is usually an extended review period. Additional reviews for the special cases differ from typical plans, in which subsequent reviews are generally limited to correcting noted errors or reviewing new information provided. We are reticent to include these potential additional costs under the basic review fees, as every applicant would then be paying for the extra costs incurred by a few sites with special conditions or applicants who are resistant to complying with the standard requirements. We would bill the City for these costs separately so the City could pass them on to the particular applicants with the special cases.



# REQUEST FOR QUOTES — TECHNICAL PROPOSAL

## RESIDENTIAL SITE EVALUATION SERVICES



### SUBMITTED TO:

City of Birmingham

151 Martin Street  
Birmingham, MI 48009  
Melissa Coatta, PE, City Engineer  
(248) 530-1839  
mcoatta@bhamgov.org

### PREPARED BY:

Hubbell, Roth & Clark, Inc.

555 Hulet Drive  
Bloomfield Hills, MI 48302  
Karyn Stickel, PE, Vice President/Partner  
(249) 454-6566  
kstickel@hrcengr.com

Due: January 8, 2025  
By 2:00 PM



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January 8, 2025

City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

Attn: Melissa Coatta, PE, City Engineer

Re: Request for Quotes – Residential Site Evaluation Services

HRC Job No. 20250980

Dear Ms. Coatta:

On behalf of Hubbell, Roth & Clark, Inc. (HRC), thank you for the opportunity to submit our qualifications to provide professional residential site evaluation services for the City of Birmingham (City).

HRC is a Michigan-based, multidisciplinary engineering firm headquartered in Bloomfield Hills that includes architects, landscape architects, engineers, planners, and surveyors. We offer a vast array of capabilities to meet and exceed the needs of our clientele. For over 110 years, we have provided consulting services to various clients throughout Michigan and continue to refine our approach to best match our clients' needs.

We have a strong history of working with the City of Birmingham, specifically on residential site evaluation services. HRC was selected by the City in 2020 to assist with the residential site review process, and our staff has provided these services since. We have also provided structural peer review to the City Building Department for select single and multi-family residential sites with unique circumstances. We highly value the professional relationships we have established with the City, having served as your consulting engineers for over 30 years.

Karyn Stickel, PE, will serve as Principal in Charge of this project and represent HRC in negotiating and binding into a contract with the City. James (Jim) Surhigh, PE, would continue as the Project Manager for these services. After you have reviewed our proposal, HRC would welcome the opportunity to discuss the details further.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Karyn Stickel, PE  
Vice President/Partner  
(248) 454-6566  
kstickel@hrcengr.com



James J. Surhigh, PE  
Senior Associate  
(248) 454-6342  
jsurhigh@hrcengr.com



# 1. PROFESSIONAL QUALIFICATIONS



For over a century, Hubbell, Roth & Clark, Inc. (HRC) has been trusted by clients who hire us and then become repeat customers, establishing a valuable relationship with our firm. Our company environment is often cited as the reason we have a competitive edge over other engineering firms. The key to our success is professionalism, quality services, and a commitment to exceeding our clients' expectations.

Teamwork is deeply ingrained in our culture. A commitment to excellence, integrity, and dedication cannot always be measured, but you will see these values in action when you work with HRC. Doing whatever it takes is not just a phrase, it is a big part of our corporate philosophy.

Choosing the right engineering firm significantly affects the outcome of your project. Your success is our success – we are in this together.

HRC is organized as an S-Corporation headquartered and licensed in the State of Michigan. There are 10 principals of the firm, all licensed professional engineers in the State of Michigan. Additionally, HRC has 22 associates. The table below lists each officer's corporate title, primary activity, and experience.

## CORPORATE OFFICERS

**Daniel W. Mitchell, PE**  
PRESIDENT – MUNICIPAL

**Todd J. Sneathen, PE**  
EXECUTIVE VICE PRESIDENT – MUNICIPAL

**James F. Burton, PE**  
VICE PRESIDENT/TREASURER – MUNICIPAL/ENVIRONMENTAL

**Jesse B. VanDeCreek, PE**  
VICE PRESIDENT/SECRETARY – MUNICIPAL

**Roland N. Alix, PE**  
VICE PRESIDENT – MUNICIPAL/INDUSTRIAL

**Charles E. Hart, PE**  
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

**Thomas G. Maxwell, PE**  
VICE PRESIDENT – MUNICIPAL/PROCESS

**Bradley W. Shepler, PE**  
VICE PRESIDENT – MUNICIPAL/INFRASTRUCTURE

**KARYN M. STICKEL, PE\***  
VICE PRESIDENT – MUNICIPAL/ASSET MANAGEMENT

**Brian K. Davies, PE**  
VICE PRESIDENT – MUNICIPAL/TRANSPORTATION

**\*PRINCIPAL IN CHARGE**

## FOUNDATIONAL SERVICES

CIVIL/MUNICIPAL ENGINEERING

TRANSPORTATION ENGINEERING

WATER TREATMENT

ARCHITECTURE

ENVIRONMENTAL ENGINEERING

CONSTRUCTION ENGINEERING

SURVEYING

ELECTRICAL ENGINEERING

STRUCTURAL ENGINEERING

INDUSTRIAL FACILITIES DESIGN

ASSET MANAGEMENT

GEOGRAPHIC INFORMATION SYSTEMS

## PRIMARY CONTACT

**JIM SURHIGH, PE**  
(248) 454-6342  
JSURHIGH@HRCENGR.COM

## ABOUT HRC

Many facets go into the successful completion of a project, from technical qualifications of team members to the projected schedule and cost estimates. But HRC offers something more, and that's what makes us stand out from the crowd. As you read our proposal, check our references, and review our resumes, please consider something equally important – our reputation.

## WHERE HRC EXCELS

Extensive work portfolio with an array of diverse engineering projects.

Proven track record of success with the specific type of project being undertaken.

Multidisciplinary team with a deep understanding of the needed technical requirements, broad capabilities, and a vast array of easily accessible resources.

History of meeting and overcoming challenges using proven problem-solving tactics.

Project managers who champion a job from start to finish, ensuring the project stays on track and proceeds smoothly to completion.

Clear and consistent communication that keeps clients well informed.

Transparency with any challenges that arise or costs that change during the project.

Accountability from every person who works on the project.

Competence that creates high comfort levels and decreases stress for clients.

## FEDERAL TAX ID NUMBER

**38-0668370**

## CORPORATE ID

**800079203**



## ACHIEVEMENTS



INNOVATION HILLS, City of Rochester Hills - ACEC, APWA, ASCE Various Categories Award Winner



WALDON ROAD PAVING, Road Commission of Oakland County - APWA Branch and State Award Winner



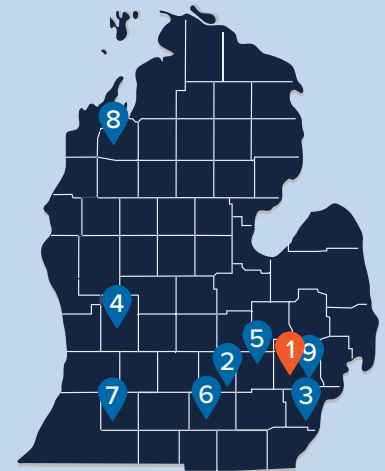
HERITAGE PARK TRAIL BRIDGE, City of Farmington Hills - APWA Branch Award Winner



PLUMBROOK ROAD RESURFACING, City of Sterling Heights - APWA Branch Award Winner

- USA TOP WORKPLACES **SINCE 2021**
- DETROIT FREE PRESS TOP WORKPLACES **SINCE 2019**
- ENGINEERING NEWS-RECORD TOP 500 DESIGN FIRM **SINCE 2007**
- TRENCHLESS TECHNOLOGY TOP 50 DESIGN FIRM **SINCE 2007**

## OFFICE LOCATIONS



### 1. BLOOMFIELD HILLS

555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6300

### 2. DELHI CHARTER TOWNSHIP

2101 Aurelius Road, Suite 2  
Holt, MI 48842  
(517) 694-7760

### 3. DETROIT

535 Griswold Street  
Buhl Building, Suite 1650  
Detroit, MI 48226  
(313) 965-3330

### 4. GRAND RAPIDS

1925 Breton Road SE, Suite 100  
Grand Rapids, MI 49506  
(616) 454-4286

### 5. HOWELL

105 W. Grand River Avenue  
Howell, MI 48843  
(517) 552-9199

### 6. JACKSON

401 S. Mechanic Street, Suite B  
Jackson, MI 49201  
(517) 292-1295

### 7. KALAMAZOO

834 King Highway, Suite 107  
Kalamazoo, MI 49001  
(269) 665-2005

### 8. TRAVERSE CITY

1501 Cass Street  
Traverse City, MI 49684  
(231) 714-5007

### 9. TROY

629 E. Elmwood Avenue  
Troy, MI 48063  
(248) 454-6300

## FIRM STAFFING

| Department                        | Number of Employees |
|-----------------------------------|---------------------|
| Municipal/Civil                   | 77                  |
| Electrical                        | 5                   |
| Process                           | 21                  |
| Architecture                      | 8                   |
| Landscape Architecture            | 2                   |
| Structural                        | 10                  |
| Right of Way/Easement Acquisition | 1                   |
| Environmental                     | 14                  |
| Industrial Facilities Design      | 11                  |
| Survey                            | 20                  |
| Construction Monitoring           | 73                  |
| Materials Testing                 | 14                  |
| Transportation                    | 14                  |
| Information Systems/GIS           | 5                   |
| Administration                    | 20                  |
| Asset Management                  | 11                  |
| <b>Total</b>                      | <b>306</b>          |

## ASSOCIATIONS

The following list shows a few of the organizations with which HRC has been involved:

### CIVIL ENGINEERING

- American Council of Engineering Companies (ACEC)
- American Public Works Association (APWA)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- Michigan Society of Professional Engineers (MSPE)
- South Oakland County Municipal Engineers (SOCME)
- Michigan Concrete Association (MCA)

### ENVIRONMENTAL

- American Water Works Association (AWWA)
- U.S. Green Building Council (USGBC)
- Michigan Water Environment Association (MWEA)
- Water Environment Federation (WEF)
- Alliance of Rouge Communities (ARC)
- Michigan Association of County Drain Commissioners (MACDC)

### GOVERNMENTAL

- Michigan Municipal League (MML)
- Michigan Township Association (MTA)
- Southeast Michigan Council of Governments (SEMCOG)

### NON-PROFIT ORGANIZATIONS

- Clinton River Watershed Council (CRWC)
- Friends of the Rouge (FOTR)
- Huron River Watershed Council (HRWC)

### TRANSPORTATION

- Institute of Transportation Engineers (ITE)

## MDOT SERVICE PREQUALIFICATION CLASSIFICATION

### CONSTRUCTION SERVICES

Construction Engineering: Assistance  
 Construction Engineering: Bridges and Ancillary Structures  
 Construction Engineering: Roadway  
 Construction Engineering: Roadway — Local Agency Program  
 Construction Inspection: Bridges and Ancillary Structures  
 Construction Inspection: HMA Pavement  
 Construction Inspection: Roadway  
 Construction Inspection: Traffic and Safety  
 Construction Services: Office Technician  
 Construction Testing: Aggregates  
 Construction Testing: Concrete  
 Construction Testing: Density  
 Construction Testing: HMA Assistance

### DESIGN SERVICES — BRIDGES

Design — Bridges  
 Design — Bridges: Load Rating  
 Design — Bridges: Safety Inspection  
 Design — Bridges: Scoping

### DESIGN SERVICES — HYDRAULICS

Design — Hydraulics I  
 Design — Hydraulics II

### DESIGN SERVICES — ROADWAY

Design — Roadway  
 Design — Roadway: Complex  
 Design — Roadway: Intermediate

### DESIGN SERVICES — TRAFFIC

Design — Traffic: Capacity and Geometrics Analysis  
 Design — Traffic: ITS Design and System Manager  
 Design — Traffic: Pavement Markings  
 Design — Traffic: Safety Studies  
 Design — Traffic: Signal  
 Design — Traffic: Signal Operations  
 Design — Traffic: Signal Operations — Complex  
 Design — Traffic: Signing — Freeway  
 Design — Traffic: Signing — Non-Freeway  
 Design — Traffic: Work Zone Maintenance of Traffic  
 Design — Traffic: Work Zone Mobility and Safety

### DESIGN SERVICES — UTILITIES

Design Utilities: Municipal  
 Design Utilities: Pump Stations  
 Design Utilities: Roadway Lighting

### DESIGN: PROJECT DEVELOPMENT STUDIES

### SURVEYING SERVICES

Surveying: Construction Staking  
 Surveying: Hydraulics  
 Surveying: Right of Way  
 Surveying: Road Design  
 Surveying: Structure



## 2. SCOPE OF WORK

### OUR UNDERSTANDING

Our understanding of the scope of work is based on our review of the Request for Quotes (RFQ) issued on December 10, 2025. In addition, it draws on our experience providing these same services to the City since 2020.

We understand the terms and conditions of the RFQ and agreement and offer no objections to any of the requirements contained therein. This section will describe our understanding of the requested scope of work and how we would continue to provide the City with the desired residential site evaluation services.

In the following sections, we describe our past involvement with similar projects, including those for the City of Birmingham, and provide an introduction to our review team, some of whom are new and some who will continue to be assigned to the City's site reviews.

The City of Birmingham is soliciting professional engineering services to assist the City with required reviews of residential site evaluation applications. HRC is currently performing this task to assist the City Engineering Department, and closely coordinates with Building Department staff as needed as part of the City's comprehensive permitting process. Throughout our time performing these services, our goal has been to function as an extension of the City's staff and to ensure there is no drop in service level or completeness of the reviews due to the task being shifted to HRC. We understand that these reviews are important and necessary to ensure that issues arising from construction on the proposed sites do not adversely affect neighboring sites or the municipal infrastructure. To ensure these do not occur, the City's development standards, codes, and residential site development requirements must be followed and fairly adhered to for each site. Our current reviews follow the supplied site evaluation review worksheet, which will continue to be used throughout future site evaluations and interfacing with the City's BS&A tracking system.

Per the scope of work outlined in the RFQ, our residential site evaluation services will include the following items:

- Conduct and complete initial residential site evaluation application reviews for new homes within 10 business days once entered into BS&A. Additionally, reviews for additions/accessory structures/others may also be requested by the City, also to be completed within 10 business days once entered into BS&A. A designated Michigan licensed professional engineer with a minimum of 5 years of experience will be responsible for regularly providing the services.
- Perform a site visit and provide existing conditions photographs, utilizing the City issued tablet. Photographs shall be uploaded to the City's server regularly (minimum once weekly).
- Provide a technical review of the single-family residential site plan for compliance with all City codes and requirements, and complete the site evaluation review worksheet (Attachment E) throughout the review process.
- Provide review comments of required revisions (and any recommendations) to the site designer (engineer or surveyor), provide a copy to the applicant and City designated representative(s), and input comments and status into the BS&A tracking system.
- Incorporate review comments from the Department of Public Services Parks & Forestry Division as necessary.
- Identify any additionally required permits in the review comments, such as Soil Erosion and Sedimentation Control Permit, Oakland County Water Resources Tap Permit, or EGLE Floodplain Permit, any of which will be reviewed and processed by others.
- Complete revised site plan reviews/approvals within 3 business days once entered into the BS&A and submit the completed site evaluation review worksheet to the City designated representative upon site plan approval.
- Conduct final grade inspections and review of the certified as-built survey compared to the approved site plan within 3 business days from requested inspection, issue approval toward certificate of occupancy or identify bondable required corrections. Approvals or rejections shall be documented in BS&A.

- Provide a minimum of 20-24 hours per week, over a consistent combination of nonconsecutive business days within the City for office hours, site visits, consultation for issues arising during construction, access to the City's maps, personnel, files, and pickup of site plans, etc. The schedule shall be negotiated with the City and may be modified as necessary.
- Provide a project status spreadsheet monthly with dates of submittals, receipt, inspections, issuance of comments or approval, etc., with an invoice for services.
- The Consultant shall operate in a safe manner and will observe all MIOSHA guidelines.

## APPROACH FOR RESIDENTIAL SITE EVALUATIONS

Our general approach would be to continue assigning a primary plan reviewer to the project to handle day-to-day activities, with additional plan reviewers assigned to consistently meet review timelines. The project manager would be available to assist with supervising the review process, serve as a resource to reviewers for specific questions, and attend meetings with applicants and City staff. They would also be a backup for the reviewers if needed. The principal in charge would oversee the entire process and serve as a backup to the project manager if required.

## OFFICE HOURS

We understand the requirement to provide a minimum of 20-24 hours per week for office hours and site visits as part of the contract. We propose that our primary plan reviewer, Rebecca Duggar, would be at City Hall for at least 8 hours, and the additional plan reviewers, Maria Corona or Justin Snead, would be at City Hall for the remaining 12-16 hours to fulfill this requirement. Our reviewers have previously visited City Hall during our time as plan reviewers for the City, and each is familiar with the resources available there and interfacing with BS&A. We continue to envision that the majority of the time needed to complete the tasks associated with the residential site evaluation services will be accomplished during these hours and that travel to and from the City will be minimized. Our project manager and principal in charge are available to attend meetings at City Hall as needed, and our close proximity to the City (10-15 minute drive) makes that convenient.

## GRADE INSPECTION/AS-BUILT PLAN REVIEW

Along with our proposal, we request the City consider modifying the timelines for the initial final grade inspection and as-built survey review. As an as-built survey includes grades at each proposed elevation and requires a similar site visit, the effort is nearly the same as an initial site review. Based on our experience, we request extending the time allowed for the initial grade inspection and as-built survey review to 5 business days, as in the current contract. We can comply with the 3 business days in the RFQ, but as explained above, 5 business days is a more realistic duration for this important task.

The Cost Quote, Attachment C of the RFQ, has been completed and is provided in a separate package for consideration. The fee quotes are a series of flat fees based on the scope items listed in the form:

- New house site plan review (including one revision)
- Addition/accessory structure/other site plan review (including one revision)
- Additional reviews (after the second)
- Each review for a builder-initiated change
- Final grade inspection and as-built survey review

With the Cost Quote, we included a proposed category and fee for an additional final-grade inspection and as-built survey review, to be applied to each review needed after the initial review to ensure the plan meets City requirements. This category was included in the current contract for these services, and we request that it be considered for the upcoming contract.

### 3. PAST INVOLVEMENT OF SIMILAR PROJECTS

Through a similar quality-based selection process in 2019, HRC was selected by the City of Birmingham to assist the Engineering and Building Departments in completing their residential site evaluation reviews. The need for a consultant to assist with completing the reviews arose from an ongoing increase in the number of plan submittals. Since the beginning of our assistance to the City in early 2020, HRC has completed 685 total residential site reviews, including 385 for new homes and over 300 for home additions/accessory structures. The average number of reviews per application has been 3.0 for new homes and 2.6 for additions/accessory structures. More than 150 as-built plans have been reviewed. In addition, we have provided the required office hours and field visits during the site plan and as-built review processes. Our direct experience performing residential site evaluations in the City and in many other communities has enabled our team to understand the City's proposed approach to this task. We believe this approach provides prompt responses to applicants who wish to make changes to their properties, while ensuring those changes are completed responsibly and do not infringe on neighboring properties.

Engineering site plan reviews are a core service HRC provides for many municipal clients. This process entails reviewing the water main, sanitary sewer, storm sewer, stormwater management, grading, and paving plans to ensure they meet the community's requirements and relevant County and State requirements. In addition, we regularly work with the various municipal departments involved in site development, including engineering, planning, building, parks, and public services.

A regular service for site plan reviews is an initial screening for identifying any permits or approvals required by County or State agencies with jurisdiction over the proposed development. HRC knows when these agencies must be involved. HRC has established strong relationships with agencies that may be involved in the City of Birmingham, including the Michigan Department of Environment, Great Lakes & Energy (EGLE) for wetlands, floodplain, and inland lakes and streams, the Oakland County Water Resources Commissioner (OCWRC), the Michigan Department of Transportation (MDOT) Oakland TSC, and the Road Commission for Oakland County (RCOC).

For some communities, HRC also provides onsite services for residential development, in addition to the basic plan review service. Common onsite services include initial site visits to assess existing conditions, foundation excavation, elevation verifications, grading verification during construction, and post-construction grading verification. In-house surveying capabilities can be leveraged to assist with these tasks.

The fees for these additional onsite services are not included in this proposal, but could be provided in a separate proposal if desired.

#### **HRC IS CURRENTLY PROVIDING RESIDENTIAL SITE PLAN REVIEW SERVICES IN SEVERAL NEARBY COMMUNITIES, INCLUDING:**

- City of Birmingham
- City of Berkley
- Village of Bingham Farms
- City of Bloomfield Hills
- Village of Franklin
- City of Keego Harbor

### VARIOUS CLIENTS

#### OWNER(S)

Bloomfield Township  
Brandon Township  
City of Berkley  
City of Bloomfield Hills  
City of Grosse Pointe Farms  
City of Holly  
City of Howell  
City of Keego Harbor  
City of Rochester Hills  
City of South Lyon  
City of Southfield  
City of Sylvan Lake  
City of St. Clair Shores  
City of Utica  
City of Wixom  
Hartland Township  
Village of Beverly Hills  
Village of Grosse Pointe Shores  
Village of Lake Orion  
Village of Romeo

### MUNICIPAL CONSULTING AND FACILITIES SITE PLAN REVIEWS

#### PROJECT DESCRIPTION

HRC provides zoning and construction plan reviews for numerous municipalities throughout Michigan. We work with various departments, and their respective consultants to assist with a comprehensive review of the application per local ordinances, standards, and policies.

Recommendations are typically provided to the governing body for approval with documented conditions, or tabling the application. Tabling recommendations are always accompanied by a complete list of deficiencies that will be thoroughly discussed in a meeting with the applicant if desired by the community. It is often beneficial to meet with the municipality, the applicant, and their design team before plans are developed so that expectations can be discussed, leading to a more efficient process for all. This can be accomplished by scheduling meetings if needed or established office hours where prospective applicants can attend to ask questions. In our experience, well-informed applicants submit administratively complete applications with all necessary details.

After the construction plans have been approved and the applicant is ready to start construction, HRC may also be requested to observe the construction. HRC handles this task for most communities we serve. HRC typically will conduct site visits to monitor the progression of construction, and be onsite full time when any public utility work is being conducted. However, we will adapt as the municipality desires.

HRC will complete reviews of record drawings for private and public utilities to confirm that they follow the design standards and substantial conformance to the approved construction plans before the community takes ownership of these utilities. Site visits and final inspection by our construction staff will ensure that the record drawings are accurate.



#### Major components of the work include:

- Early coordination meetings
- Preliminary and final site plan reviews
- Engineering plan reviews
- Attending meetings
- Agency permitting coordination
- Contractor qualification and compliance with local ordinances
- Stormwater operator inspections
- Hold preconstruction meeting
- Construction observation
- Record drawing review
- SESC compliance



## REFERENCES

We provided two specific references for residential site plan review services, and we can offer others if requested. We invite you to contact our references to learn more about HRC and the staff members proposed in this submittal.

### VILLAGE OF BINGHAM FARMS

24255 Thirteen Mile Road, Suite 190, Bingham Farms, MI 48025

#### Ken Marten, Village Administrator & Clerk

(248) 644-0044

[kmarten@binghamfarms.org](mailto:kmarten@binghamfarms.org)

### CITY OF BLOOMFIELD HILLS

45 E. Long Lake Road, Bloomfield Hills, MI 48304

#### David Hendrickson, City Manager

(248) 530-1404

[dhendrickson@bloomfieldhills.net](mailto:dhendrickson@bloomfieldhills.net)





## 4. STAFFING CAPACITY

HRC's general approach to providing professional services to our clients involves assigning a dedicated, highly qualified team under the supervision of a project manager, with oversight by a firm partner. Our selected team members have significant experience in site evaluation. They also possess plan review experience for various municipalities. We understand the scheduling demands of the residential site evaluation review process, where applicants depend on efficient, timely reviews. We have demonstrated our ability to meet those demands over the past several years, during which we have provided the service to the City. The personal knowledge we have of the City's and its residents' expectations is an invaluable asset for successfully performing the residential site evaluation services. The following is a brief description of our team members, their roles, and their experience. Per the RFQ, professional resumes can be provided upon request.



### KARYN STICKEL, PE – VICE PRESIDENT/PARTNER

Karyn will serve as the **Principal in Charge** for this project. Karyn assists clients with managing their existing infrastructure. She previously headed the Asset Management Department, working with HRC's GIS, Civil, Process, Traffic, Structural, and Electrical Departments to coordinate services for infrastructure systems. Karyn is the client representative for multiple municipalities and handles day-to-day engineering needs, as well as presentations to Councils and Boards. Her work has included overseeing sewer evaluation studies to assist clients in becoming or remaining compliant with State orders, managing sewer rehabilitation projects, performing design engineering and construction administration, and public education managing outreach, and coordinating stormwater permits.



### JIM SURHIGH, PE – SENIOR ASSOCIATE

Jim will serve as the **Project Manager/Primary Point of Contact** for this project. His 30+ years of professional experience include master planning and feasibility studies, site plan review, project design, specifications, permitting, and construction contract administration for municipal infrastructure projects, including sewers, water mains, culverts, open drains, and roads. Jim served as the Consulting City Engineer for the City of Birmingham from 2020 to 2022 and gained a valuable understanding of the Engineering Department's role in providing public services to the City's residents and businesses, as well as its interactions with other City Departments, the City Commission, and other Boards and committees. Jim has been the Project Manager for our residential site evaluation services since 2020 and supervises our review team. Managing these services adds to the nearly 29 years of extensive experience Jim has with the City for providing professional engineering services, most notably with the sewer and water systems.



### REBECCA DUGGAR – GRADUATE ENGINEER II

Rebecca joined HRC in 2018. She has been assisting with the residential site evaluations since 2020 and is our Lead Plan Reviewer. Her assistance has included both plan submittal reviews and grade inspections/as-built reviews. She is available to meet the required office hours at City Hall. Rebecca has assisted with many City infrastructure projects, including the primary contact for residents and construction administration for the City's ongoing lead service line replacement and water service line verification programs. These experiences have enabled Rebecca to develop into an extension of the City staff, and closely and effectively communicate with Engineering, DPS, and Building Department staff. In addition, Rebecca has assisted Jim Surhigh with many sewer studies and design, bidding, and contract administration for the City's annual sewer rehabilitation programs.



### **MARIA CORONA, PE – STAFF ENGINEER**

Maria has been with HRC since 2018 and has been assisting with the City's residential site evaluations since early 2020. Maria has provided reviews for plan submittals, grade inspections/as-built surveys and is available to assist with required office hours at City Hall as needed. In addition, she was integrally involved with the recently completed SAW Grant program for the City, with the main task of tracking the sewer cleaning and televising work progress, reviewing sewer conditions, and analyzing the sewer segment ratings. She was also heavily involved in preparing the Water System Asset Management Plans along with Jim Surhigh. She also assists with the design, bidding, and construction administration for the City's annual Sewer Rehabilitation Programs and Water System Analysis/Modeling.



### **JUSTIN SNEAD – GRADUATE ENGINEER I**

Justin joined HRC in 2024 and has been assisting Rebecca Duggar with residential site evaluations. His assistance has included both plan submittal reviews and grade inspections/as-built reviews, and he is available to meet the required office hours at City Hall. Justin assists Jim on other municipal and public agency projects, including studies, plan reviews, and design and construction administration for sewer and water system infrastructure projects.

Other experienced personnel currently involved with the City's residential site evaluation services, or available to assist should the need arise include:

- Tim Palnau, Graduate Engineer II (current plan reviewer since 2024, with HRC since 2023)
- Nathan Melasi, Graduate Engineer I (with HRC since 2023)
- Chris Ross, PE (with HRC since 2016, residential plan review experience)
- Matt Hughes, PE (with HRC since 2015, residential plan review experience)
- Edward Zmich (with HRC since 1998, residential plan review experience)





## 5. REQUESTED FORMS

### AGREEMENT for RESIDENTIAL SITE EVALUATION SERVICES

**THIS AGREEMENT** is entered into this 8th day of January, 20 26, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Hubbell, Roth & Clark, Inc. a Michigan Corporation, whose address is 555 Hulet Drive, Bloomfield Hills, MI 48302, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties and be executed upon the date of the Mayor's signature.

**WHEREAS**, the City desires to hire Consultant Services for Residential Site Engineering Plan Review, and in connection therewith has requested formal quotes for Residential Site Evaluation Services; and

**WHEREAS**, has provided a response and cost quote to perform Residential Site Evaluation Services and Consultant has qualifications that meet the project requirements.

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

- 1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the City's Request for Quotes for Residential Site Engineering Plan Reviews dated December 10, 2025, which includes residential Site Engineering plan review, field investigation, as-built plan review, and request 20-24 required office hours, and the Consultants response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of conflict of the documents, this agreement is controlling.
- 2. TERM:** This Agreement shall have a term of one (1) year, and with City Commission approval, may be extended an additional two (2) years from the effective date, but no more than 3 years total. The City shall have the right to unilaterally terminate this Agreement, with or without cause, as agreed to in writing, upon 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 site plan approval and documents prepared by the Consultant.
- 3. TERMS OF PAYMENT:** The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Consultant shall employ personnel of good moral character and fitness in performing all

services under this Agreement.

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

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

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

**8. 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.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and

maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant, either by offset to any amounts due and owing 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.

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

**11. STANDARD INSURANCE REQUIREMENTS:**

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Consultant \_\_\_\_ shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with



limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

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

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

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

City: City of Birmingham  
P.O. Box 3001  
Birmingham, Michigan 48012

Attn: Melissa A. Coatta

Consultant:

Hubbell, Roth & Clark, Inc.

555 Hulet Drive

Bloomfield Hills, MI 48302

Attn: Karyn Stickel, PE, Vice President/Partner

**13. 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.

**14. 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.

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

**16. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant, the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**17. 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.

**18. 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 48<sup>th</sup> 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.

**19. RESPONSE TO REQUESTS FOR QUOTES:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated January 8, 2026, to the City's Request for Quotes dated December 10, 2025. In the event of a conflict in any of the terms of this Agreement and the Consultant's January 8, 2026 response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

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

Consultant

By: Karyn Stickel

Its: Karyn Stickel, PE, Vice President/Partner

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND     )

On this 8 day of January, 2026, before me personally appeared Karyn Stickel, who acknowledged that with authority on behalf of Hubbell, Roth & Clark, Inc. to do so he/she signed this Agreement.

Janice Strine  
\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 4/14/2030

JANICE STRINE  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires 4/14/2030  
Acting in the County of oakland

**CITY OF BIRMINGHAM:**

By: \_\_\_\_\_  
Clinton Baller, Mayor

By: \_\_\_\_\_  
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

\_\_\_\_\_  
Melissa A. Coatta, City Engineer  
(Approved as to substance)

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

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

## ATTACHMENT B - CONSULTANT'S AGREEMENT

### For RESIDENTIAL SITE EVALUATION SERVICES

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Quote 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 quote.

|                                                                                   |                             |
|-----------------------------------------------------------------------------------|-----------------------------|
| <b>Karyn Stickel, PE</b>                                                          | <b>January 8, 2026</b>      |
| <b>BID PREPARED BY</b>                                                            | <b>DATE</b>                 |
| <b>(Print Name)</b>                                                               |                             |
| <b>Vice President/Partner</b>                                                     | <b>January 8, 2026</b>      |
| <b>TITLE</b>                                                                      | <b>DATE</b>                 |
|  | <b>kstickel@hrcengr.com</b> |
| <b>AUTHORIZED SIGNATURE</b>                                                       | <b>E-MAIL ADDRESS</b>       |
| <b>Hubbell, Roth &amp; Clark, Inc.</b>                                            |                             |
| <b>COMPANY</b>                                                                    |                             |
| <b>555 Hulet Drive, Bloomfield Hills, MI 48302</b>                                | <b>(248) 454-6566</b>       |
| <b>ADDRESS</b>                                                                    | <b>PHONE</b>                |
| <b>N/A</b>                                                                        | <b>N/A</b>                  |
| <b>NAME OF PARENT COMPANY</b>                                                     | <b>PHONE</b>                |
| <b>N/A</b>                                                                        |                             |
| <b>ADDRESS</b>                                                                    |                             |



**ATTACHMENT D – IRAN SANCTIONS**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

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**VENDOR CERTIFICATION**  
**THAT IT IS NOT AN**  
**“IRAN LINKED BUSINESS”**

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

| Vendor                        |                             |
|-------------------------------|-----------------------------|
| Legal Name                    | Hubbell, Roth & Clark, Inc. |
| Street Address                | 555 Hulet Drive             |
| City                          | Bloomfield Hills            |
| State, Zip                    | Michigan, 48302             |
| Corporate I.D. Number / State | 800079203                   |
| Taxpayer I.D. #               | 38-0668370                  |

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

Signature of Vendor's  
Authorized Agent:



Printed Name of Vendor's  
Authorized Agent:

Karyn Stickel, PE

Witness  
Signature:



Printed Name of Witness:

Jim Surhigh, PE

# ATTACHMENT E – SITE EVALUATION REVIEW WORKSHEET

## Site Evaluation Review Worksheet

| PROJECT INFORMATION                  |                                                                                                                              |                                                                                                                                                         |       |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| SITE ADDRESS:                        |                                                                                                                              | REVIEWER:                                                                                                                                               |       |
| PROPOSED IMPROVEMENT:                |                                                                                                                              | <input type="checkbox"/> New House <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> Other: _____ |       |
| Site Visit Date:    /    /           |                                                                                                                              | Initial Review Date:    /    /    2nd Review:    /    /    Final Review:    /    /                                                                      |       |
| SITE GRADING & DRAINAGE REQUIREMENTS |                                                                                                                              | RESULTS                                                                                                                                                 | NOTES |
| 1                                    | Reference to a City Benchmark (City of Birmingham Datum)                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| 2                                    | Site topographic elevations shown within and 10-25 feet around lot                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Existing elevations of subject and adjacent properties at points to help determine the general flow pattern                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Existing elevation at building and lot corners                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Elevation at relative high and low points on property                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Ex elevations of neighboring building finished floor and grades                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| 2                                    | Proposed elevations shown at all building and lot corners                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Finished Floor elevations appropriate given neighboring buildings' finished floor elevations                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Finished grade / Brick ledge elevations at front corners are appropriate given the adjacent building and road elevations     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Finished grade elevations show + drainage away from structure                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Finished grade elevations at property lines show that existing pass through drainage will be maintained or improved          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| 3                                    | Impervious Surfaces Drain to Street                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Stormwater management system required if grades do not allow gravity drainage to the street                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Downspouts shown with direction of flow                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | No downspouts directly connected to any City/County sewers                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Grass swale slopes at 1% slope or greater (grades every 25')                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | If swale is adjacent to a window well, provide prop. grades at each corner of the window well                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Concrete drive slopes to street between 0.5% and 10.0%                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Max driveway width at sidewalk: 30-feet (match on both sides)                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | 3-inch curb (min. height) for drives along property lines, or top of drive below adjacent grade (T/C & B/C grades every 25') | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | T/C grades should match adjacent ground grades                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Maximum side yard slopes of 1V:4H or less.                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Pop-up drain located minimum 10' from sidewalk/ prop. line                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| UTILITY & SERVICE REQUIREMENTS       |                                                                                                                              | RESULTS                                                                                                                                                 | NOTES |
| 1                                    | Show rim/invert elev of U/S and D/S MH for san/comb/storm swrs                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| 2                                    | All utility crossings shall have a min. clearance distance of 18-inches                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
| 3                                    | New Sewer Service Proposed (Public, Private, or Both)                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Pipe material Sch. 40 PVC                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Main to PL: 6-inch (min)    PL to building: 4-inch                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Pipe slopes at 1% slope or greater                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | City sewer invert shown at connection                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Sewer service invert shown at connection (above springline)                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Sewer service invert shown at house                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Pipe through basement floor - backflow preventer req (CS only)                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Sewer service perpendicular to R.O.W. lines                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Cleanouts shall be installed every 100-feet (max)                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |
|                                      | Location of sewer                                                                                                            | <input type="checkbox"/> street <input type="checkbox"/> rear <input type="checkbox"/> other                                                            |       |
| 4                                    | New Water Service Proposed (Public, Private, or Both)                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A                                                                   |       |

|                                                                                                                                                         |                                                                                                                   |                                                                                       |              |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|--|--|
|                                                                                                                                                         | Pipe material Type K Copper or PEX                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Proposed service size (minimum of 1" required)                                                                    | <input type="checkbox"/> 1" <input type="checkbox"/> 1.5" <input type="checkbox"/> 2" | Other:       |  |  |
|                                                                                                                                                         | Water service perpendicular to R.O.W. lines                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 5                                                                                                                                                       | Are the water & sewer services proposed to be installed in the same trench in the ROW?                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | If yes, water service in ROW to be installed by the contractor                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> N/A                             |              |  |  |
|                                                                                                                                                         | If no, water service in ROW to be installed by the City DPS                                                       | <input type="checkbox"/> DPS <input type="checkbox"/> N/A                             |              |  |  |
| 6                                                                                                                                                       | Private Catch Basin/Infiltration/Storm Collection Requirements                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | (# )         |  |  |
|                                                                                                                                                         | Separate tap to City Main required                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | If Combined Sewer Available - sep tap to combined sewer                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | MS4 Parcel/Storm Main Available - sep tap to storm sewer                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Provide inverts at connection (main, pipe & above springline)                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Rim elevation shown                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Sewer invert(s) at catch basin shown (min. 3' cover)                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | 2' Sump & gas trap (for combined sewer only) specified                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Located minimum of 5' from property lines                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Minimum 6-inch pipe at 1% slope                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Cleanouts shall be installed every 100-feet (max)                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Infiltration calculations (incl. assumed storm event)                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Detail(s) provided for each storm basin/component                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| <b>SIDEWALK AND APPROACH REQUIREMENTS</b>                                                                                                               |                                                                                                                   | <b>RESULTS</b>                                                                        | <b>NOTES</b> |  |  |
| 1                                                                                                                                                       | New sidewalk installed across the entire property (unless in good condition and ADA compliant after construction) | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Corner lot: new ramp (incl. detectable warning surfaces, 8% max)                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Sidewalk on private property - Sidewalk Easment Required                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | If no existing sidewalk - Install new sidewalk                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 2                                                                                                                                                       | Sidewalk cross slope less than or equal to 2%                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Sidewalk running slope less than or equal to 5%                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | 6-inch concrete sidewalk through approach                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 3                                                                                                                                                       | Driveway approach slope between 0.5% and 10.0%                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 4                                                                                                                                                       | Approach flares less than or equal to 2-feet (subject to local variance)                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| <b>ADDITIONAL REQUIREMENTS</b>                                                                                                                          |                                                                                                                   | <b>RESULTS</b>                                                                        | <b>NOTES</b> |  |  |
| 1                                                                                                                                                       | Silt fence shown around property & fabric bag in nearest D/S catch basin                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Note: Contractor responsible for maintaining silt fence & fabric bag                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Soil Erosion Control Permit Required? (within 500' of river or site > 1 acre)                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |  |  |
| 2                                                                                                                                                       | Improvements or grading in the floodplain? (EGLE Permit Req.)                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |  |  |
| 3                                                                                                                                                       | Quarton Lake Neighborhood – Backyard Sewer Easement Required? (Or Cedar, Edgewood, or Yorkshire)                  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 4                                                                                                                                                       | Req. setbacks for structures - when ex. utilities are in back/sideyard                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | Sewer: 10' Water: 6'                                                                                              |                                                                                       |              |  |  |
|                                                                                                                                                         | Place catch basins 5' and drywells 10' (incl. material) from utilities                                            |                                                                                       |              |  |  |
| 5                                                                                                                                                       | Forestry Comments Addressed? (wtr/swr srvc, drive app, etc.)                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
|                                                                                                                                                         | DPS Permit Required?                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 6                                                                                                                                                       | Retaining wall higher than 3-feet - structural review required                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 7                                                                                                                                                       | Basement deeper than 10-feet - structural review required                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |              |  |  |
| 8                                                                                                                                                       | Site Plan scale shall be 1" = 10' (if lot doesn't fit on sheet, use 1"=20')                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |              |  |  |
| <b>NOTES:</b>                                                                                                                                           |                                                                                                                   |                                                                                       |              |  |  |
|                                                                                                                                                         |                                                                                                                   |                                                                                       |              |  |  |
| <b>RESULTS:</b> <input type="checkbox"/> APPROVED AS SUBMITTED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> REVISE AND RE-SUBMIT |                                                                                                                   |                                                                                       |              |  |  |
| Signature:                                                                                                                                              |                                                                                                                   |                                                                                       | Date:        |  |  |



## 6. AUTHORIZED NEGOTIATOR

**KARYN STICKEL, PE, VICE PRESIDENT/PARTNER**, will be the authorized negotiator for any contracts entered into with the City of Birmingham.

**CELL:** (248) 459-3843

**EMAIL:** [KSTICKEL@HRCENGR.COM](mailto:KSTICKEL@HRCENGR.COM)

**OFFICE:** (248) 454-6566

**OFFICE LOCATION:** 555 HULET DRIVE, BLOOMFIELD HILLS, MI 48302





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# REQUEST FOR QUOTES — COST PROPOSAL

## RESIDENTIAL SITE EVALUATION SERVICES



### SUBMITTED TO:

City of Birmingham

151 Martin Street  
Birmingham, MI 48009  
Melissa Coatta, PE, City Engineer  
(248) 530-1839  
mcoatta@bhamgov.org

### PREPARED BY:

Hubbell, Roth & Clark, Inc.

555 Hulet Drive  
Bloomfield Hills, MI 48302  
Karyn Stickel, PE, Vice President/Partner  
(249) 454-6566  
kstickel@hrcengr.com

Due: January 8, 2025  
By 2:00 PM



### TABLE OF CONTENTS:

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| 2. Additional Information | 4 |

# 1. COST FORM

## ATTACHMENT C - COST QUOTE For RESIDENTIAL SITE EVALUATION SERVICES

In order for the proposal to be considered valid, this form must be completed in its entirety. The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

| FEE QUOTE ***                                                              |            |
|----------------------------------------------------------------------------|------------|
| ITEM                                                                       | BID AMOUNT |
| New House Site Plan Review (including 1 revision)                          | \$ 725.00  |
| Addition/Accessory Structure/Other Site Plan Review (including 1 revision) | \$ 600.00  |
| Additional reviews (after second)                                          | \$ 200.00  |
| Each review for Builder initiated change                                   | \$ 350.00  |
| Final Grade Inspection & As-built Survey Review                            | \$ 450.00  |

\*\* Additional Final Grade Inspection and As-Built Review \$ 200.00

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date January 8, 2026

### Notes:

\*\* Additional Final Grade Inspection and As-Built Survey Review was requested in the 2023 RFQ and accepted in the current agreement. We propose this additional review fee again to maintain consistency with the current fee structure. Since 2020, in our experience with the City's residential plan reviews, many as-built surveys show work that does not match the approved site plan. Additional reviews often require another site visit, discussions of changes and impacts with Engineering and Building Department staff, and extra administrative effort after applicants complete corrective work.

\*\*\* Please refer to Page 4 of our Cost Quote, which is an Additional Professional Services clarification summary that was adopted as part of the 2023 Agreement for Residential Site Evaluation Services. These special cases are rare (44 out of 309 site plans since 2023), but they require additional effort beyond the basic scope of services under this agreement. While these situations are brought to the City Engineer's attention to get direction for final responses, there is usually significant additional effort during the process for calls/meetings with design engineers/surveyors, research/review/evaluation by HRC, internal meetings with HRC/City staff, and administrative costs for what is usually an extended review period. Additional reviews for the special cases differ from typical plans, in which subsequent reviews are generally limited to correcting noted errors or reviewing new information provided. We are reticent to include these potential additional costs under the basic review fees, as every applicant would then be paying for the extra costs incurred by a few sites with special conditions or applicants who are resistant to complying with the standard requirements. We would bill the City for these costs separately so the City could pass them on to the particular applicants with the special cases.



**PROPOSED ALTERNATE QUOTE**

**ATTACHMENT C - COST QUOTE**  
**For RESIDENTIAL SITE EVALUATION SERVICES**

**In order for the proposal to be considered valid, this form must be completed in its entirety.** The fee for the Scope of Work as stated in the Request for Quote documents shall be determined pursuant to the fee schedule, as follows:

| FEE QUOTE ***                                                                             |                  |
|-------------------------------------------------------------------------------------------|------------------|
| ITEM                                                                                      | BID AMOUNT       |
| * New House Site Plan Review ( <del>including 1 revision</del> )                          | \$ <b>525.00</b> |
| * Addition/Accessory Structure/Other Site Plan Review ( <del>including 1 revision</del> ) | \$ <b>400.00</b> |
| * Additional reviews ( <del>after second</del> )                                          | \$ <b>200.00</b> |
| Each review for Builder initiated change                                                  | \$ <b>350.00</b> |
| Final Grade Inspection & As-built Survey Review                                           | \$ <b>450.00</b> |

**\*\* Additional Final Grade Inspection and As-Built Review \$ 200.00**

Firm Name Hubbell, Roth & Clark, Inc.

Authorized signature  Date January 8, 2026

**Notes:**

\* As a means to potentially reduce permit review costs to applicants with relatively simple projects and/or those where the investment has been made to utilize design engineering/surveying companies with experience with residential site evaluation review process, we propose to use a reduced initial plan review cost, but start charging for additional reviews with the second review (eliminate including costs for second reviews in initial review fee). While approving submittals after a single review is not common (19 out of 309 site plans since 2023), the opportunity is definitely there for providing plans that comply with the well-established City requirements and are carefully prepared and reviewed by the applicant before submittal to correct errors or missing information.

\*\* An additional Final Grade Inspection and As-Built Survey Review was requested for the 2023 RFQ and accepted in the current agreement. We are once again proposing this additional review fee to maintain consistency with the current fee structure. We note that in our experience with the residential plan reviews for the City since 2020, a significant number of as-built surveys depict work that was not completed in accordance with the approved site plan, and additional reviews typically require another site visit, discussion of changes/impacts with Engineering and Building Department staff, and associated administrative effort after corrective work is completed by applicant.

\*\*\* Please refer to Page 4 of our Cost Quote, which contains an Additional Professional Services clarification summary adopted as part of the 2023 Agreement for Residential Site Evaluation Services. These special cases are rare (44 out of 309 site plans since 2023), but they require additional effort beyond the basic scope of services under this agreement. While these situations are brought to the City Engineer's attention to get direction for final responses, there is usually significant additional effort during the process for calls/meetings with design engineers/surveyors, research/review/evaluation by HRC, internal meetings with HRC/City staff, and administrative costs for what is usually an extended review period. Additional reviews for the special cases differ from typical plans, in which subsequent reviews are generally limited to correcting noted errors or reviewing new information provided. We are reticent to include these potential additional costs under the basic review fees, as every applicant would then be paying for the extra costs incurred by a few sites with special conditions or applicants who are resistant to complying with the standard requirements. We would bill the City for these costs separately so the City could pass them on to the particular applicants with the special cases.

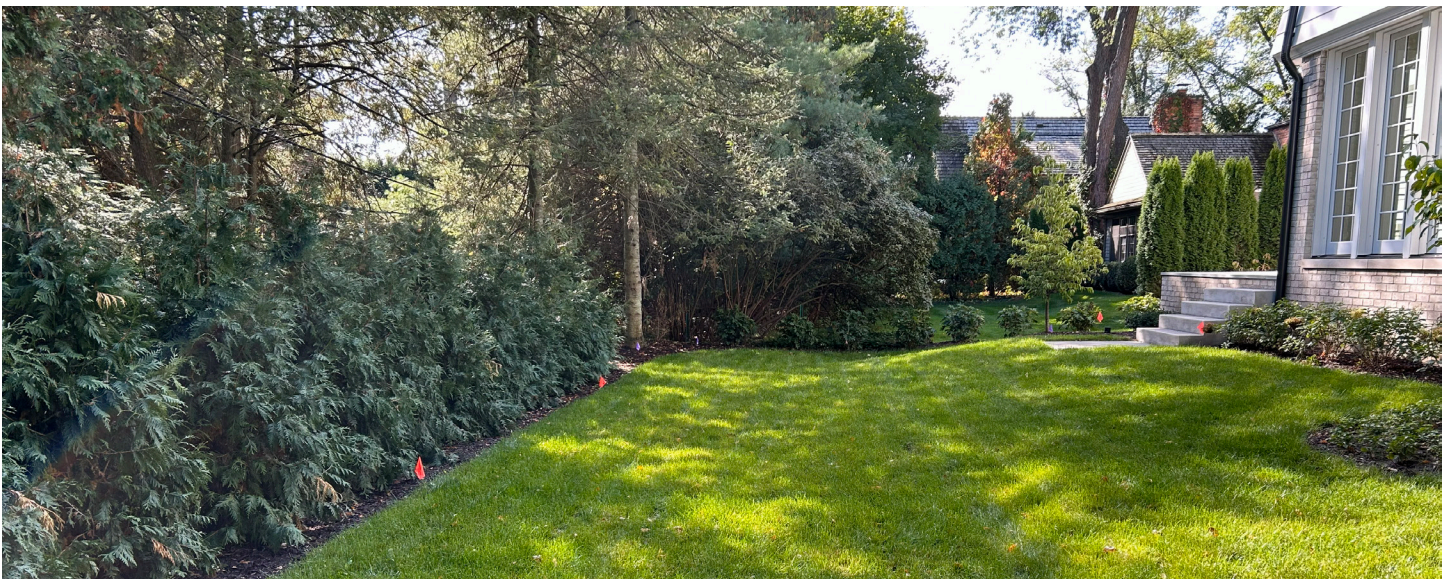
## 2. ADDITIONAL INFORMATION

### ADDITIONAL SERVICES

For clarification purposes, the following professional services related to the plan review process are not included in the scope of work outlined in the RFQ. However, HRC has provided each of these additional services periodically throughout the six years we have completed the site reviews for the City. Summarized below is a brief description of the additional services:

- Reviewing or evaluating surface drainage conditions beyond the limits of the topographic survey provided by the applicant for a particular property.
- Consultation and analysis of the existing combined and sanitary sewer systems to ascertain if capacity concerns are present.
- Reviewing or evaluating proposed non-typical sewer connections. Instances of non-typical sewer connections may include areas where future storm sewers are envisioned by the City, or if the capacity of the sewers being connected to is limited and flow restrictors are advisable. This would also apply when detention or infiltration measures are proposed in lieu of connecting private surface drainage to the combined sewer system.
- Consultation with applicants during the plan review process to provide design solutions/direction.
- Reviewing or evaluating retaining walls or other proposed grade separation structures.
- Evaluating acceptance of deviations from established site development criteria or interpreting City ordinance or established site evaluation criteria for atypical site conditions.
- Evaluating and recommending additions or changes to the site evaluation criteria, or City ordinances related to residential site development.
- Preparing, distributing, and managing easement documents and acquisitions from applicants that have public sewer or water utilities crossing their property or along the property lines.

HRC was requested to provide these services during the initial residential site evaluation contract, mainly due to changes in City staff, but also to provide a better, more efficient, and consistent approach to completing the plan reviews for the applicants. We have continued to encounter similar situations and provided additional services in the current contract period. Based on our prior experience, we would anticipate this effort to be approximately 100-200 hours annually. We are happy to continue providing these services, but would propose that the time associated with these services be billed to the City per the terms of our current Engineering Consultant Agreement. These additional services would be discussed with the City and provided under their direction.



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## MEMORANDUM

Department of Public Services

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Scott Zielinski, DPS Director  
**SUBJECT:** 2026 Golf Course Fee Increases

---

### INTRODUCTION:

In our continuous commitment to elevate the standards and uphold the quality of our golf courses, we are proposing a modest increase in fees. The additional funds generated from these fees are a critical part of funding crucial capital projects aimed at improving the overall experience for all members and guests for years to come.

### BACKGROUND:

Per the City Code, fees for applications, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be specified in the Schedule of Fees, Charges, Bonds, and Insurance. All fees are subject to change from time to time as recommended by City Staff. Golf fees per the fee schedule require support from the Parks Board and then are approved by the City Commission through resolution. The Parks board reviewed the proposed fee increases at the January 13th, 2026 Parks Board meeting. The Parks Board supported the increase in fees.

City staff proposes an increase in fees, effective March 1, 2026, to contribute directly to infrastructure improvements at Springdale and Lincoln Hills. The increases include: \$1 for weekday greens fees, \$2 for weekend green fees, \$1 for electric golf cart rental, \$5 for new resident membership, \$5 for renewing resident membership, \$25 for a business membership, \$25 for a single non-resident, \$25 for a dual non-resident, and \$25 for a family non-resident. These funds would be used toward projects such as cart path improvements, safety improvement projects, sprinkler improvements, stream bank stabilization, facility improvements and other future projects.

### LEGAL REVIEW:

The City Attorney has reviewed the increase for form and substance and has no objection.

### FISCAL IMPACT:

The proposed fee increases are anticipated to generate an additional \$171,857 in revenue based upon the 2025 actual rounds played and the number of membership dues collected as shown in the following chart showing the 2025 actual sales in comparison to what the fee increases would have

earned.

|                           | 2025 Sales         | 2025 Quantity | Increases | Estimated Additional Revenue |
|---------------------------|--------------------|---------------|-----------|------------------------------|
| WEEKDAY GREENS FEES       | \$564,352          | 47,256        | \$1       | \$47,256.00                  |
| WEEKEND GREENS FEES       | \$290,967          | 22,285        | \$2       | \$44,570.00                  |
| ELECTRIC GOLF CART RENTAL | \$244,050          | 32,201        | \$1       | \$32,201.00                  |
| RESIDENT MEMBERSHIP NEW   | \$8,000            | 400           | \$5       | \$2,000.00                   |
| RESIDENT MEMBERSHIP RENEW | \$25,740           | 1,716         | \$5       | \$8,580.00                   |
| BUSINESS MEMBERSHIP       | \$10,250           | 82            | \$25      | \$2,050.00                   |
| NON-RESIDENT SINGLE       | \$158,525          | 907           | \$25      | \$22,675.00                  |
| NON-RESIDENT DUAL         | \$80,100           | 356           | \$25      | \$8,900.00                   |
| NON-RESIDENT FAMILY       | \$39,875           | 145           | \$25      | \$3,625.00                   |
| <b>TOTAL REVENUES</b>     | <b>\$1,421,860</b> |               |           | <b>\$171,857</b>             |

#### SUSTAINABILITY:

The City is looking to use funds from fee increases to assist with projects such as stream bank stabilization and installation of turf tee boxes. The City is looking to increase projects like these to help limit maintenance items, and increase the positive environmental impact.

#### DESIGN CONSIDERATIONS:

A general review of neighboring similar course fees was completed before determining how our rate would increase. There are still similar courses in the area with rates higher than our proposed increases. Our goal is to continue to monitor neighboring courses and continue rate increases as appropriate in future years while ensuring that we continue to provide a level of service that warrants the proposed rates.

#### PUBLIC COMMUNICATIONS:

Members are informed of fee increases during registration and signs are posted at the courses with the new fees.

#### SUMMARY:

As part of our ongoing efforts to enhance and maintain the quality of the golf courses, the City Staff proposes fee increases starting with the 2026 golf season. The Parks Board supported this recommendation for fee increases. The additional funds will be applied to future capital improvements and safety improvement projects on both courses.

With the changes proposed, the final fees will be as follows: For weekday green fees: \$16/Adult Member, \$11/Senior or Junior Member, \$20.50/Adult Guests, and \$14.50/Senior or Junior Guests. For weekend green fees: \$18/Adult Member, \$13/Senior or Junior Member,

\$22.50/Adult Guests and \$16.50/Senior or Junior Guests, \$9 for electric golf cart rental, \$25 for new resident membership, \$20 for renewing resident membership, \$150 for a business membership, \$200 for a single non-resident, \$250 for a dual non-resident, and \$300 for a family non-resident.

**ATTACHMENTS:**

1. Parks & Rec Golf Course Green Fee Increase 2026

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to approve the following proposed fee increases to be implemented for the 2026 golf season: \$1 for weekday greens fees, \$2 for weekend green fees, \$1 for electric golf cart rental, \$5 for new resident membership, \$5 for renewing resident membership, \$25 for a business membership, \$25 for a single non-resident, \$25 for a dual non-resident, and \$25 for a family non-resident.



## MEMORANDUM

Department of Public Services

**DATE:** January 11, 2026

**TO:** Parks and Recreation Board

**FROM:** Scott Zielinski, DPS Director  
Carrie Laird, DPS Parks & Recreation Manager  
Jacquelyn Brito, Golf Manager

**SUBJECT:** Golf Course Green Fee Increase in 2026

---

### INTRODUCTION:

In our continuous commitment to elevate the standards and uphold the quality of our golf courses, we are proposing a modest increase in fees. The additional funds generated from these fees are a critical part of funding crucial capital projects aimed at improving the overall experience for all members and guests for years to come.

### BACKGROUND:

Per the City Code, fees for applications, plan reviews, permits, inspections, licenses, registrations, appeals, and other charges or penalties shall be specified in the Schedule of Fees, Charges, Bonds, and Insurance. All fees are subject to change from time to time as recommended by City Staff. require support from the Parks Board. Golf Course fees additionally require support from the Parks and Recreation Board and are approved by the City Commission through resolution.

City staff proposes an increase in fees, effective March 1, 2026, to contribute directly to infrastructure improvements at Springdale and Lincoln Hills. The increases include: \$1 for weekday greens fees, \$2 for weekend green fees, \$1 for electric golf cart rental, \$5 for new resident membership, \$5 for renewing resident membership, \$25 for a business membership, \$25 for a single non-resident, \$25 for a dual non-resident, and \$25 for a family non-resident. These funds would be used toward projects such as cart path improvements, safety improvement projects, sprinkler improvements, stream bank stabilization, and other future projects.

### FISCAL IMPACT:

The proposed fee increases are anticipated to generate an additional \$171,857 in revenue based upon the 2025 actual rounds played and the number of membership dues collected as shown in the following chart showing the 2025 actual sales in comparison to what the fee increases would have earned.

|                           | 2025 Sales         | 2025 Quantity | Increases | Estimated Additional Revenue |
|---------------------------|--------------------|---------------|-----------|------------------------------|
| WEEKDAY GREENS FEES       | \$564,352          | 47,256        | \$1       | \$47,256.00                  |
| WEEKEND GREENS FEES       | \$290,967          | 22,285        | \$2       | \$44,570.00                  |
| ELECTRIC GOLF CART RENTAL | \$244,050          | 32,201        | \$1       | \$32,201.00                  |
| RESIDENT MEMBERSHIP NEW   | \$8,000            | 400           | \$5       | \$2,000.00                   |
| RESIDENT MEMBERSHIP RENEW | \$25,740           | 1,716         | \$5       | \$8,580.00                   |
| BUSINESS MEMBERSHIP       | \$10,250           | 82            | \$25      | \$2,050.00                   |
| NON-RESIDENT SINGLE       | \$158,525          | 907           | \$25      | \$22,675.00                  |
| NON-RESIDENT DUAL         | \$80,100           | 356           | \$25      | \$8,900.00                   |
| NON-RESIDENT FAMILY       | \$39,875           | 145           | \$25      | \$3,625.00                   |
| <b>TOTAL REVENUES</b>     | <b>\$1,421,860</b> |               |           | <b>\$171,857</b>             |

#### SUSTAINABILITY:

Additional fees increase the capability to pay for projects such as stream bank stabilization and installation of turf boxes to be more efficient and create less waste.

#### PUBLIC COMMUNICATIONS:

Members and guests will be updated of the green fee increase via website, email and new rate cards and signage at both courses.

#### SUMMARY:

As part of our ongoing efforts to enhance and maintain the quality of the golf courses, City Staff proposes fee increases for the 2026 golf season. The additional funds will be applied to future capital improvements and safety improvement projects at both courses.

#### ATTACHMENTS:

N/A

#### SUGGESTED BOARD ACTION:

Make a motion supporting the proposed fee increases as proposed by the City Staff for the 2026 Golf Season.





## MEMORANDUM

Engineering Department

**DATE:** January 26, 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) **(REQUEST TO POSTPONE)**

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### 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. Property owners who elect to have a staircase installed in the new retaining wall will be responsible for 100% of the costs.

**The Engineering Department held a resident meeting on Wednesday, January 21, 2026. At the meeting, two additional properties indicated that they would like a staircase added to the retaining wall in front of their properties. In order to include the additional properties in the Special Assessment District, the Engineering Department requests that the City Commission postpone the Public Hearing of Necessity previously scheduled for February 9, 2026 to February 23, 2026 and the Public Hearing of Confirmation of the Roll previously scheduled for February 23, 2026 to March 9, 2026.**

### 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. The City received bids for the project on Tuesday, January 20, 2026. The Engineering Department held a property owner meeting 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.

**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 these improvements.

**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 held 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 postpone the Public Hearing of Necessity for the replacement of the retaining wall staircases within the project area of Park Street, Brookside Avenue, and Ravine Road from February 9, 2026 to February 23, 2026. The Engineering Department also requests to postpone the Public Hearing to Confirm the Assessment Roll from February 23, 2026 to March 9, 2026, if necessity is determined at the February 23, 2026 hearing.

**ATTACHMENTS:**

1. 2025 and 2026 Asphalt Resurfacing Program SAD Map

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution to postpone the Public Hearing Date of Necessity for the replacement of staircases in the retaining wall meeting the requirements of assessments for all properties within the project area of Park Street, Brookside Avenue, and Ravine Road from February 9, 2026 to February 23, 2026, at 7:00 p.m.; and

Resolution to postpone the Public Hearing of Confirmation of the Roll from February 23, 2026 to Monday, March 9, 2026 at 7:00 p.m. for the replacement of staircases meeting the requirements for the assessments, for all properties within the project area of Park Street, Brookside Avenue, and Ravine Road.

# **Wall Replacement PROJECT AREA**

## **1. Park Street, Brookside Avenue and Ravine Road**



## January 2026 City Manager's Report

### **Baldwin Public Library**

#### **Library Board**

The Library Board met on Wednesday, January 21 at 7:30 p.m. for its regular meeting. [The meeting packet is available for review online.](#)

#### **New Databases**

In December we added two new resources to our database offerings. We hope these will be valuable tools for patrons interested in tech, business, test prep and career moves. They can be found under [Research & Learn](#) on our webpage.

- **O'Reillys:** From their introductory message: OPL connects your users with in-demand technology and business content in a modern digital learning ecosystem. With its 60,000+ books, 3,000+ audiobooks, 30,000+ hours of video, on-demand courses, and resources such as early release titles and expert playlists, O'Reilly is a must-have tool for libraries striving to prepare today's learners for the future.
- **Peterson's Career and Test Prep:** This is "an online learning resource that offers a central hub for standardized test prep, college planning, career assessment, job searches, and more."

#### **Library App**

Baldwin now has a new mobile app, which can be found in the App Store and the Google Play store if you search "Baldwin Public Library." Users can login and save their card number and PIN for easy reference and use at any time. Once logged in, users can search the library's catalog, manage holds, make lists, find direct links to the library's databases, ebook services, and social media accounts, scan book ISBNs "in the wild" and automatically search the library's catalog to see if it's available and place a hold.

#### **Library Tours**

If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's lobby on Monday, February 23 at 6 p.m.

#### **Idea Lab: The Grand Tour**

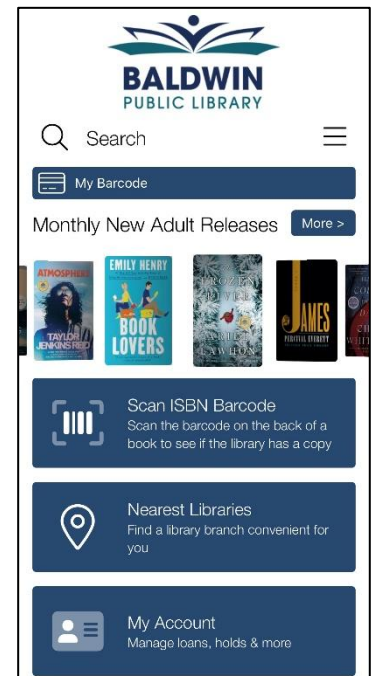
Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, February 4 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

#### **Upcoming events of interest**

Learn more about these events and other programs coming to Baldwin at [baldwinlib.org/calendar](http://baldwinlib.org/calendar).

#### **Midnight on the Potomac**

*Monday, February 2, 2026, 7-8 p.m.*



Acclaimed author Dr. Scott Ellsworth joins us to discuss his new book, *Midnight on the Potomac: The Last Year of the Civil War*, the Lincoln Assassination, and the Rebirth of America. Scott chronicles the final, tumultuous months of the Civil War, from the halls of the White House to secret spy networks and battlefields in Virginia, illuminating this consequential moment in American history through the experiences of political and military leaders, common soldiers, formerly enslaved people and citizens. Registration Required.

### **Library 101 - What You Didn't Know You Needed to Know about BPL**

*Monday, February 9, 2026, 3 – 4 p.m.*

Join Associate Director Jaclyn Miller for a review of resources and materials available to you with your library card. Whether you live, work, or go to school in our service area, are a seasoned user or new to BPL, you'll learn something exciting! Registration required. Attend in person, all ages welcome.

### **Freedom Confirmed: President Abraham Lincoln's Courage to Create Change**

*Monday, February 9, 2026, 7:00pm – 8:00pm*

Rodney David Deal of the Detroit Historic Society delves into Abraham Lincoln's Civil War presidency and the history of American freedom and justice in the pivotal year of 1865. Rodney also discusses the creation and implications of the 13th amendment. Registration Required.

### **Birmingham Museum**

#### Celebrating our Local History in 2026

At the Birmingham Museum, our 2026 exhibit, "History is Everywhere!" is underway, featuring several displays that highlight Birmingham's history since the founding of our country. No Revolutionary War battles were fought here, but nonetheless history was happening all around us on this land. Birmingham's story includes many cultures, beginning with our Native American heritage and the Indigenous people who called this place home before White settlement. Our collective history is complex, including a variety of cultures and points of view that make Birmingham unique, and our exhibit and special events throughout the year will highlight aspects of the many traditions that are the foundation of our community today.



#### Black History Month-The Taylors

Each month during 2026, the Birmingham Museum will be featuring the special people who contributed to a better Birmingham in the past 200 years. In February for our 250<sup>th</sup> and for Black History Month, we are acknowledging George and Eliza Taylor. The couple, both formerly enslaved, made Birmingham their home in the late 19<sup>th</sup> century, becoming the first Black property owners in town and, with extended family members, created the first Black community here. For more about the Taylors and their descendants, check out the "They Changed Birmingham" display in the central lobby of City Hall and keep an eye out for the February's Around Town e-newsletter.

#### February's Special Event-Our Indigenous Heritage Lecture Series at the Baldwin Library

Continuing "Our Indigenous Heritage" lecture series, on February 12 at 7 p.m., the museum's "Indigenous and White Settler Encounters in Oakland County" program will be held at the Baldwin Public Library. Donna Casaceli will discuss surviving accounts of pioneer encounters with Native Americans who occupied Oakland County at the time of early settlement and the impact on both cooperation and conflict between the two cultures in the early years of Birmingham and the Saginaw Trail. The hybrid in-person and Zoom program is free, but advance registration is required at the



Baldwin Library's online event calendar. Contact the museum at 248-530-1928 or [bhamgov.org/museum](http://bhamgov.org/museum) for details.

## **Birmingham Shopping District**

### **Downtown Guide**

Explore the Birmingham Shopping District's (BSD) new [Downtown Guide](#). The guide includes retail, dining and service directories, the event calendar and more, serving as a resource for current residents and tourists. Printed guides are being distributed to local businesses, hotels, residential developments, offices and other locations, and are available through the BSD office. A digital version can also be found on the [BSD's website](#). The guides are a great way to welcome visitors to Downtown Birmingham, and we encourage those hosting corporate and social events to contact the BSD office at [BSDinfo@bhamgov.org](mailto:BSDinfo@bhamgov.org) or (248) 530-1200 for copies!



### **2025 Year in Review**

Each year the BSD publishes an annual recap including quick statistics, new businesses, business anniversaries and more. See below for some of the highlights in the BSD's four key areas of focus, and read the full [2025 Year in Review](#) for more information.



## **2026 Assessment**

The BSD is funded by a special assessment on all commercial property in a defined geographic area in and around the central business district. Assessment rates are on a per square foot basis and vary depending on which part of the district a property is located, and whether the space is first floor retail space or second floor and above. The assessment is mailed to property owners in January each year. The 2026 assessment and [2025 Year in Review](#) were mailed the week of January 12, 2026. Learn more about the assessment and view the district map on the [BSD's website](#).



## **BRRmingham Blast Cancellation**

Due to extreme temperature conditions on Saturday, January 24, the Birmingham Shopping District's (BSD), BRRmingham Blast was canceled. We look forward to the adventure of zip-lining in Downtown Birmingham next year. Continue to follow the Birmingham Shopping District on social media and visit the event calendar at [downtownbirmingham.com/events](https://downtownbirmingham.com/events) for more free family-friendly activities all year long.

## **Building Department**

### **Board of Zoning Appeals**

There were five cases for the agenda for the January 13, 2026 Board of Zoning Appeals regular meeting.

1. 655 Hawthorne: The property owner requested a variance on the minimum distance required between homes from the adjacent lot to construct a rear addition to the existing home. The variance was approved 6/0.
2. 236 Pleasant: The property owner requested a variance on the minimum distance required between homes from the adjacent lot to construct a rear addition to the existing home. The variance was approved 6/0.
3. 952 Brookwood: The property owner requested a variance on the minimum distance required between homes from the adjacent lot to construct a rear-covered patio to the existing home. The variance was approved 6/0.
4. 350 Shirley: The property owner requested a variance on the minimum distance required between homes from the adjacent lot to construct a second story addition to the existing home. The variance was approved 6/0.
5. 550 S. Glenhurst: The property owner requested a variance from the combined total side yard setback to construct an addition to the side of the existing home. The variance was approved 6/0.

### **Online Permit Applications**

In the month of December, we processed 271 permits online bringing this year's total permits processed electronically to 3,931.

### **Monthly Report**

The Building Department's [monthly report](#) shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

## **City Clerk's Office**

### **Elections - 2026 - Save the date**

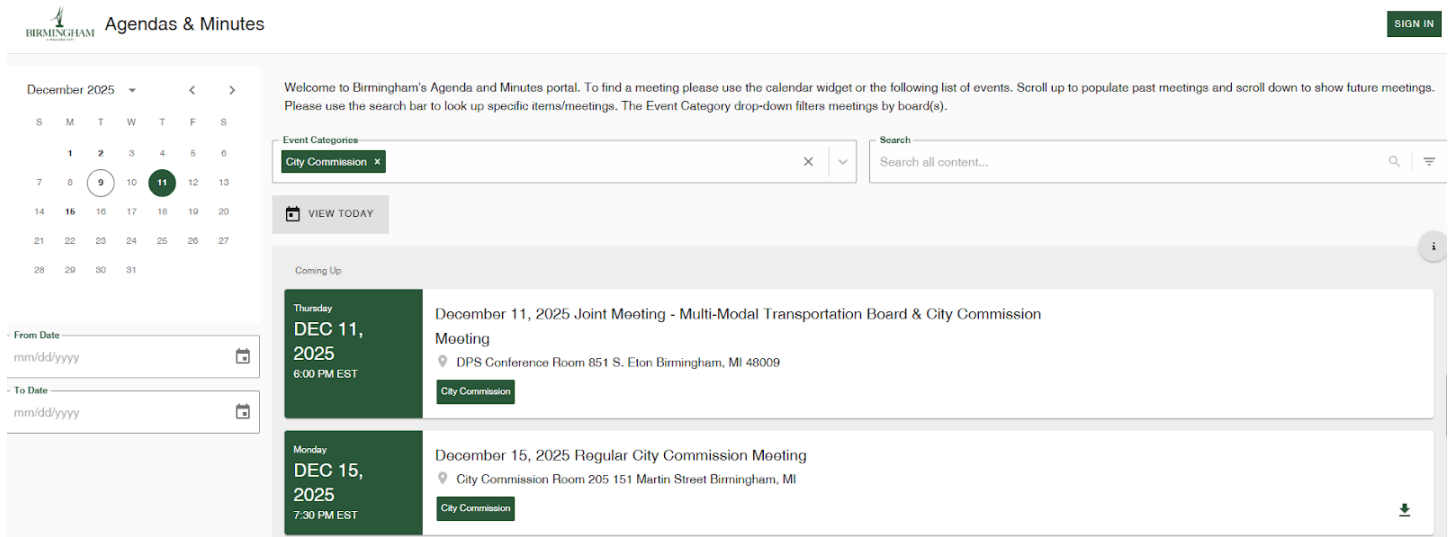
- May 5, 2026 - Potential election date if there are any state or local ballot initiatives
  - January 27, 2026 is the deadline for any county or local proposal petitions to be filed
- **August 4, 2026 - State Primary - Gubernatorial**
- **November 3, 2026 - State General - Gubernatorial**

## **NEW - Public Portal for Viewing and Searching Agenda Packets and Minutes**

The public portal software is being implemented to:

- enhance the accessibility of packets
- make information easier to find and more searchable for the public, board members and staff
- make digital packets user-friendly to support sustainability and paperless initiatives
- support collaboration in packet/agenda item creation for all City staff and departments working with City boards and committees

Below is a screenshot of the public portal. Members of the public can see and use the public portal, which is now available on the city's website at [bhamgov.org/commission](https://bhamgov.org/commission).



## **Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)**

The next GCAB meeting is scheduled for February 6, 2026. To view Greenwood Cemetery Advisory Board agendas and minutes, visit [bhamgov.org/GCAB](https://bhamgov.org/GCAB).

For those visiting the cemetery and placing decorations for loved ones, it is important to be aware of the [Greenwood Cemetery Operational Procedures, Conditions & Regulations](#), specifically sections II, III, and V.

## **Board of Ethics**

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time, there are no opinion requests or complaints to be processed. View Ethics Board agendas and minutes at [bhamgov.org/ethics](https://bhamgov.org/ethics).

## **Board Appointments**

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and commissions make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to [bhamgov.org/boardopportunities](https://bhamgov.org/boardopportunities) to view all the available openings and apply at [bhamgov.org/boardapplication](https://bhamgov.org/boardapplication).

## City Manager's Office

### Setting the Record Straight

#### Commissioner Brad Host's New Year's Update - January 2026

Earlier this month, Commissioner Brad Host posted an update titled, "New Year's Update from Birmingham Commissioner Brad Host." While he did specify, "These are my individual beliefs and views and may not represent those of the Commission or the City," the City wishes to ensure residents are not misled by the following inaccurate statements made by Commissioner Host:

#### Parking:

1. *"The Advisory Parking Committee, with a fund balance of 43 million, is delivering on a five-year \$17 million dollar plan to upgrade our city's five parking structures."* The City's Advisory Parking Committee (APC) is an advisory committee to the City Commission on matters related to the City parking system. The APC has no budget. The City's parking structures are part of the City's Automated Parking System (APS), an enterprise fund administered and approved by the City Commission.
2. *"In the 2025-2026 fiscal year we've spent more than 7 million to improve and beautify the Chester Street garage."* In the 2025-2026 fiscal year, the City's Chester Street parking structure received approximately 2.8 million dollars in repair, maintenance and aesthetic improvements, not the 7 million dollars reported.
3. The following chart shows the estimated repair costs for each of the City's five structures and the year in which the repairs are anticipated to occur:

| Structure                 | Repair Costs Remaining | Fiscal Year |
|---------------------------|------------------------|-------------|
| <b>Chester</b>            | \$2,800,000            | 2025-2026   |
| <b>Peabody</b>            | \$6,450,000            | 2025-2026   |
| <b>North Old Woodward</b> | \$2,125,000            | 2026-2027   |
| <b>Pierce</b>             | \$5,500,000            | 2026-2027   |
| <b>Park</b>               | \$10,600,000           | 2027-2028   |

The City does have a capital improvement plan to improve all five of the City's parking structures. Some repairs to the North Old Woodward structure and the Chester structure occurred prior to the 2025-2026 fiscal year. The above chart shows that over the course of this year and the next four fiscal years, the City plans to spend an estimated 27.475 million dollars on the parking garages, not the 17 million reported by Commissioner Host.

4. The chart below summarizes the projected APS fund balance from 2024-2025 through 2027-2028 fiscal years:

|                      | 2024-2025    | 2025-2026     | 2026-2027     | 2027-2028     |
|----------------------|--------------|---------------|---------------|---------------|
| <b>Revenues</b>      | \$11,123,400 | \$11,085,110  | \$11,248,950  | \$11,540,740  |
| <b>Expenses</b>      | \$4,266,430  | \$4,936,520   | \$5,419,550   | \$5,639,220   |
| <b>Net Rev.</b>      | \$6,856,970  | \$6,148,590   | \$5,829,400   | \$5,901,520   |
| <b>Cap. Improve.</b> | \$5,731,724  | \$9,290,000   | \$8,625,000   | \$13,350,000  |
| <b>Tot. w/CapX</b>   | \$1,125,246  | (\$3,141,410) | (\$2,795,600) | (\$7,448,480) |
| <b>Fund Balance</b>  | \$42,132,073 | \$38,990,663  | \$36,195,063  | \$28,746,583  |

5. *"It's great that we're finally paying attention to the required maintenance of these income-producing but aging city assets (all are over 50 years old)."* The City has a long history of maintaining all five of the City's parking structures to ensure they are safe for all to use. The reason the structures are in good condition is because the City maintains and monitors the structural integrity and safety of each facility. What is new are the aesthetic improvements being initiated by the City Commission, starting with the Chester Street structure and moving on to each subsequent structure as they are updated.
6. Commissioner Host inaccurately states all five City parking structures are over 50 years of age. The age of each of the parking structures are as follows:
  - a. North Old Woodward – 59 years old
  - b. Pierce – 57 years old
  - c. Park – Design plans were completed in 1973 and the structure was built in the mid 1970's (approximately 50 years old)
  - d. Peabody - Design plans were completed in 1983 and the structure was built in the mid 1980's (approximately 40 years old)
  - e. Chester – 37 years old
7. *"As everyone knows, our inventory of parking spaces downtown has not come close to keeping up with the requirements of continued growth...And I was pleased to learn that this is a point of emphasis for the Planning Board, which now begins its analysis of all the proposed developments with an assessment of parking needs."* Parking capacity and occupancy data is readily available for anyone to view and is reported monthly in the City Manager's report as well as any APC meeting agenda packet. There is available parking capacity at two or more of the City's parking garages at all times. The City spends a great deal of time on the issue of parking to ensure its continued availability to all. The City Commission utilizes the advice of the APC on issues of parking, in addition to the Police Department, the Birmingham Shopping District, the Planning Department and feedback from residents. City staff and the City Commission takes the issue of parking very seriously.

Parking has always been a part of the Planning Board's consideration. Parking requirements are not new or a new point of emphasis. Any project or development that comes before the Planning Board has a parking component to it as well as established zoning ordinance parking requirements. It should be noted that the City recently hired an outside consultant to review the City's zoning ordinances, including parking.

#### Public Safety

1. *"Public safety is priority-one, and we need more resources to provide adequate enforcements throughout the city, not just the downtown."* This statement inaccurately implies the downtown is given priority over other areas of the City. Police Chief Grewe and the police department feel they cover the entire City equally and that there is adequate enforcement coverage for the entire City, not just the downtown.

#### Public Space:

1. *"Thanks to funds from the Parks and Recreation Bond passed in 2020, improvements have been made at our ice arena, golf courses, West Lincoln Well Park and Pumphouse Park."* It should be noted that no 2020 Parks and Recreation Bond funds have been spent at either of the two City owned/operated golf courses.
2. *"We also created Adams Park and improvements are in the works at Poppleton Park, the Rouge trail, Booth Park, and Pembroke Park."* Adams Park was not created with the 2020 Parks and Recreation bond funds. The City purchased the land from Roper School in 2006 with funds from a 2001 Parks and Recreation bond issuance and designated it Adams Park. The City added signage to the park and brought the park up to City standards at that time. The City made improvements to Adams Park with the 2020 Parks and Recreation bond funds.



#### Trees:

1. *"Our Department of Public Services now has four certified arborists on staff."* The correct number of certified arborists on City staff is seven (7).
2. *"This fall, DPS extended leaves pickup an extra week (into the first week of December) due to the lovely weather that kept leaves on trees longer. Then we got hit with a severe winter storm in the first week in December that further delayed leaf pick-up. Sorry about that!"* The last day of curbside leaf pick-up was published as November 28, 2025 by the City (in the City's 2025 calendar). At the request of City residents, the City volunteered to continue leaf pick-up for two additional weeks, ending on December 12, 2025. The City extended the deadline as a courtesy in order to be more responsive to residents' needs.

#### Spending:

1. *"In August, voting 5-2, the Commission finally put to bed the proposed bond proposal to spend tens of millions of dollars for the demolition and "Taj Mahal" rebuild of the YMCA building. Over the very expensive two-year review of this project, the residents made it clear that they have other priorities and don't want to pay more taxes for something so ill-conceived and frivolous."* Commissioner Host refers to the 400 E. Lincoln project as the "Taj Mahal." The City does not. The two year review was necessary to properly vet the project to see if there was anyway the City, Next and the YMCA could work together to come up with a plan that would provide the City with a home for Next, the services and pool of the YMCA (the City's de-facto community center) and offer additional community center value to residents. Unfortunately, the process was not successful, both financially and spatially. However, the City believes the process undertaken was necessary and valued to make sure all facets of the project were considered in trying to merge all of the interested parties, especially the YMCA and the pool.
2. *"Presumably, Next will move into the building, which during the rebuild assessment was found to be poorly suited and way too expensive for Next's needs and capacity."* This is not an accurate statement. An extensive study and building assessment for a complete renovation of the existing building versus razing the existing building and building a new facility was found to favor the latter in order to be more fiscally responsible. The current building at 400 E. Lincoln is totally suitable for Next with anticipated renovations, upgrades and cosmetic enhancements that were planned for when the City purchased the building in 2023 and residents' supported with the passing of a senior millage to fund the repairs. Next is confident that after the renovations, upgrades and cosmetic enhancements, they will be able to move in and serve our senior community more effectively than in the past. In terms of operating expenses for the building, the exact details of that arrangement are currently being worked out between the City and Next. Next is confident they will be able to pay for the operating expenses of the building.
3. *"I've heard the anger in the voices of residents who desperately want to save the Y and don't want to subsidize Next to this degree (fewer than 40% of Next's clients live in Birmingham)."* When the City Commission purchased the building at 400 E. Lincoln in 2023, it was for the purpose of providing Next with a permanent home. Commissioner Host was vocal in his support of the purchase and voted yes to purchasing the building along with his six other commissioners. At the time of the purchase, there was great enthusiasm for the project. The fact of the matter is that the YMCA was no longer able to financially operate the building at 400 E. Lincoln. The YMCA sold the building to the City for this reason. While senior services can be supported with tax payer dollars, supporting and/or operating a YMCA cannot. Commissioner Host complained about the two year process undertaken to potentially build a new facility that included the YMCA and a pool as being "ill-conceived and frivolous." The City did its best to work with the YMCA, but in the end, the YMCA was not able to bring the financial resources necessary to assist with the project. The City is not asking the residents for any other financial support for Next other than what has already been approved.
4. *"As landlord of the vacated facility, the city will be stuck with the operational costs and maintenance that have been 100% the responsibility of the YMCA. Residents are asking me, Brad, how could the City allow this to happen?"* The City had nothing to do with the operation of the YMCA. The YMCA has acknowledged that as a result of their deferred maintenance and the COVID-19 pandemic, they are not able to operate the facility financially in a manner consistent with their standards. Bottom line, the YMCA could not afford to operate the building, so they sold it to the City. In addition, Next will be asked to assume their share of operational expenses once they take residence in the building. When the City

Commission voted to purchase the building, including Commissioner Host, all knew that purchasing the building came with costs and that is why the issue was sent to residents for their approval of the senior millage.

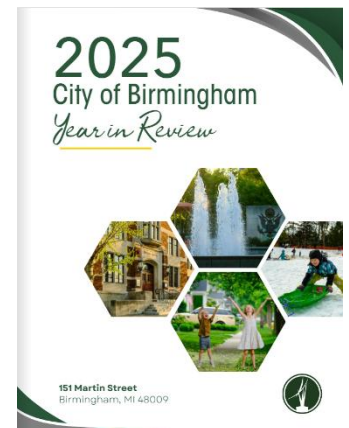
### The Importance of Citizen Participation

1. *"Apart from our street-by-street battles over road improvements, the Commission has paid almost no attention to addressing this situation. A workshop promised for months to explore new approaches and identify solutions never happened. It's still not on our schedule."* The City has a six-year plan in place relating to infrastructure and roads. The Engineering Department maintains this plan and presents it to the City Commission for approval during budget proceedings and City Commission meetings as projects are undertaken. The City's infrastructure plan can be found in the City's budget, complete with estimates. There is always room for improvement and the City is open to improvement. All ideas brought to the City Commission by any person, whether that be a City staff member, an advisory board, a commissioner or a member of the public, are always given due and respectful consideration. If an idea or suggestion has merit, then the idea or suggestion is advanced and considered. The bottom line is that all are welcome to come and participate in our local government proceedings. All ideas and suggestions will be heard and accepted. Whether or not that idea or suggestion is advanced or implemented comes down to the feasibility and fiscal responsibility of that item.

## Communications

### 2025 Year in Review

The communications team has published a 2025 Year in Review, highlighting key accomplishments from each City department. It provides a snapshot of progress and achievements, helping readers understand the responsibilities of each department. The recap will be included in the February edition of the Around Town e-newsletter. View the document at [bhamgov.org/2025yearinreview](https://bhamgov.org/2025yearinreview).



### February Around Town e-newsletter

The communications team is working on the February edition of the Around Town e-newsletter, which will include information about winter sports opportunities, plans for updated playgrounds, new businesses and more. Follow [this link to view the January edition](#).

### GovPilot Concern Topics Quarterly Update

The table below shows a breakdown of concern topics submitted from Oct. 1 through Dec. 31, 2025.

| Concern Type                                  | Count |
|-----------------------------------------------|-------|
| Snow & Ice Removal - Sidewalk                 | 42    |
| Pothole/street maintenance                    | 22    |
| Construction Site General Complaint           | 18    |
| Leaf Collection                               | 14    |
| Street Light Out                              | 14    |
| Snow & Ice Removal - Street                   | 9     |
| Street Signs                                  | 8     |
| Loud Noise                                    | 7     |
| Parks - Damaged Equipment/Graffiti            | 7     |
| Sidewalk & Right of Way Restoration Complaint | 6     |
| City tree inquiry or assessment request       | 6     |
| Clogged Storm Drain                           | 5     |

|                                           |            |
|-------------------------------------------|------------|
| Garbage - waste at curb early or left out | 5          |
| Trash Not Picked Up                       | 4          |
| Trash/Litter on Private Property          | 4          |
| Trip Hazard in City Sidewalk              | 4          |
| Abandoned Vehicle on Property             | 3          |
| Property Maintenance Residential          | 3          |
| Parked car complaint                      | 3          |
| Speeding/traffic flow complaint           | 3          |
| Animal Remains in Road                    | 2          |
| Commercial or Private Signage             | 2          |
| Dead/Fallen Tree or Large Branches        | 2          |
| Large Debris in Road                      | 2          |
| Parks - Trash/Debris                      | 2          |
| Rental Property Complaint                 | 2          |
| Rodents (Outdoors)                        | 2          |
| Traffic Light Out                         | 2          |
| No soliciting list inquiry/complaint      | 2          |
| Yard Waste Not Picked Up                  | 2          |
| Street Sweeping Needed                    | 2          |
| Construction Site Fence Concern           | 1          |
| Detour Routes                             | 1          |
| Parking - Meters                          | 1          |
| Parking - Public Parking Lots             | 1          |
| Property Maintenance Commercial           | 1          |
| Sewage Overflow                           | 1          |
| Ghost bike complaint                      | 1          |
| Water Main Leak                           | 1          |
| Zoning Infractions                        | 1          |
| <b>Total</b>                              | <b>218</b> |

### **Parks & Recreation Guide**

The communications team is working with the DPS to finalize the Parks and Recreation Guide. The printed guide, available this spring, will feature all Birmingham parks and include a map and amenities. The team has worked with photographer Chris Cook to capture beautiful images of each park, including photos of treasured community events that take place at several parks each year. The guide will be included in new resident welcome packets, set out on City office counters and distributed to area hotels for all to enjoy.

### **Receive updates from Birmingham**

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at [bhamgov.org/enews](http://bhamgov.org/enews). Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on [Facebook](#) and [Instagram](#) @BhamGov, and visit [bhamgov.org/communications](http://bhamgov.org/communications) to view all City communication tools.

## **Birmingham City Commission - Upcoming Agenda Items**

| Meeting  | Topic                                                               | Dates Addressed                        | Status      |
|----------|---------------------------------------------------------------------|----------------------------------------|-------------|
| 11/10/25 | Workshop for mayor selection process before first November meeting. | 11/10/25                               | In progress |
| 4/7/25   | Infrastructure Master Plan/Unimproved Roads                         | 7/28/25<br>5/5/25<br>4/7/25<br>3/10/25 | In progress |

## **Department of Public Services**

### **Citywide Playground Improvement Updates**

#### **Poppleton Park**

Since the approval of the Poppleton Park Fully Inclusive Playground by the City Commission in November, the play equipment has been ordered and is slated for delivery in February. Survey and design work are currently underway at Poppleton, and the project is on track for installation this spring/early summer.

#### **Pembroke Park**

The Parks and Recreation Board hosted a public input session for Pembroke Park playground improvements at their December 2025 meeting. The meeting was well attended and garnered great feedback and input. A survey on Engage Birmingham was available during the month of December as well, gathering 113 responses from the community. A concept plan incorporating feedback will be presented at the February 3, 2026 Parks and Recreation Board meeting.

### **Discover International Society of Arboriculture (ISA) Michigan**

The City hosted a "Discover ISA Michigan - Municipal Forestry Mixer" event at the Department of Public Services on January 20, 2026 from 12 pm - 2 pm. The free event was designed for public-sector tree care professionals to get together with peers facing similar municipal challenges and explore resources to help strengthen urban forest management, public safety, and long-term urban tree canopy health. Because of limited capacity, this event was for public sector professionals only and not open to the public.

Lawrence Law from the Michigan Department of Natural Resources facilitated a species diversification presentation and led discussion about threats from invasive species and forest pests across the state, as well as which species of trees perform best while enduring the challenges presented in an urban forest setting.

The Department of Public Services will be helping get this information out to the public in upcoming City-sponsored publications and events, such as the DPS Open House and select Sundays at the Birmingham Farmers Markets this year!

### **Mid-Winter Cleanup**

DPS staff was able to take advantage of unseasonably high temperatures to clean up leaves from streets in the downtown and residential areas. Staff focused on cleaning up piles of leaves that were buried by snow earlier this season. The activity was completed while continuing to provide other City services and manage repairs for water main breaks.

## **Engineering Department**

### **City Construction Projects**

#### **2025 and 2026 Resurfacing Program**

The Engineering Department held a residents meeting on Wednesday, January 21, 2026, for this project. If you were unable to attend and have questions, please contact the Engineering Department.

#### **2026 Cape Seal Program**

The Engineering Department will have a residents meeting on Thursday, February 12, 2026 from 5:30-6:30 p.m. at City Hall in the City Commission room to answer questions about the project and the upcoming special assessment.

#### **Bird Phase 1B Project**

The Engineering Department will have a residents meeting on Tuesday, February 24, 2026 from 5:30-6:30 p.m. at City Hall in the City Commission room to answer questions about the project and the upcoming special assessment.

### **Lead Service Replacement Program**

In November 2024, the City mailed notices to property owners with lead water services, galvanized pipes previously connected to lead materials, or unknown water service materials per EGLE's requirements. The City issued letters again in November 2025 for EGLE's yearly notice requirements. For more information or to sign up for lead service replacement at no cost, contact the Engineering Department at (248) 530-1840.

### **Consumers Energy Project**

Consumers Energy has two projects to replace the gas main in the west part of the City. They have notified residents about these projects. To learn more, reach out to Consumers Energy:

- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 1-800-477-5050
- Landscaping, grass, road, and sidewalks: 1-844-660-3477

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

## **Fire Department**

January is Radon Action Month in Michigan! Residents are encouraged to learn more about this environmental hazard and test their homes during this winter's heating season.

Radon is a naturally occurring radioactive gas produced by the natural decay of uranium found in all soil types. Radon gas enters buildings from the soil and can accumulate to high concentrations indoors. You cannot see, smell or taste radon, and there are no short-term side effects that could cause alarm or warn of its presence.

However, long-term exposure to radon increases the risk of developing lung cancer, which accounts for more deaths in both men and women than any other form of cancer in the United States, according to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The department aims to increase awareness of health risks associated with elevated indoor radon levels, promote home testing and encourage citizens to take action to reduce exposure if elevated radon levels are found.

Residents are encouraged to test for radon every two to five years. If a radon mitigation system is currently installed in the home, residents are encouraged to re-test every two years to make sure that radon levels remain below the federal action level of four picocuries per liter of air (4 pCi/L). In Michigan, approximately



one in every four Michigan homes are projected to have radon levels exceeding 4 pCi/L. Elevated radon levels have been found in all 83 Michigan counties.

For more information about radon testing and other information including resources for homeowners, builders, realtors, teachers, and healthcare providers, please visit [Michigan.gov/Radon](http://Michigan.gov/Radon), or call EGLE's Indoor Radon hotline at (800) 723-6642 (800-RADONGAS).

## **Human Resources**

### **New Hires**

The City of Birmingham extends warm congratulations to our newly hired employees as of January 16, 2026. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

| <b>Department</b> | <b>Name</b>              | <b>Position</b>               | <b>Type</b> |
|-------------------|--------------------------|-------------------------------|-------------|
| BSD               | Julia Leavy              | BSD Assistant                 | PT          |
| Engineering       | Robert Bowens            | Engineering Inspector II      | FT AFSCME   |
| DPS               | Daniel Ranella           | PT Parks Laborer              | PT          |
| <b>Promotion</b>  |                          |                               |             |
| Fire              | Thomas Hughes            | Assistant Fire Chief          | FT          |
| Police            | Jocelyn Jimenez-Castillo | Parking Enforcement Assistant | FT AFSCME   |
| Finance           | Anthony Peasley          | Assistant Finance Director    | FT          |

### **January Hiring Anniversaries**

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

| <b>Years Of Service</b> | <b>Employee</b>     | <b>Department</b> | <b>Position</b>             |
|-------------------------|---------------------|-------------------|-----------------------------|
| 1                       | George Toma         | Police            | Police Officer              |
| 1                       | Anthony Fava        | DPS               | Part Time Ice Arena Laborer |
| 2                       | Maksym Mishchanchuk | Police            | Police Officer              |
| 2                       | John Squire         | Parking           | Parking Lead Attendant      |

|    |                    |        |                                         |
|----|--------------------|--------|-----------------------------------------|
| 4  | Madison Drouillard | Police | Police Dispatcher                       |
| 6  | Derek Aldrich      | DPS    | Streets, Sewer, Water Assistant Foreman |
| 6  | Raymond Jones      | DPS    | Part Time SSW Laborer                   |
| 7  | Michelle Hiser     | Police | Clerical Support                        |
| 7  | Donna Casaceli     | Museum | Museum Specialist                       |
| 8  | David Bartley      | DPS    | Parks & Forestry Technician             |
| 9  | Scott McIntyre     | Police | Police Officer                          |
| 9  | Michael Kowalczyk  | DPS    | Streets, Sewer, Water Specialist        |
| 10 | August Clifford    | DPS    | Streets, Sewer, Water Operator          |
| 10 | Caitlin Donnelly   | Museum | Museum Specialist                       |
| 11 | Linda George       | DPS    | Part-Time Admin Assistant               |
| 12 | Michael Huot       | DPS    | Streets, Sewer, Water Technician        |
| 15 | Michael Romanowski | Police | Police Lieutenant                       |
| 15 | Rebekah Springer   | Police | Police Lieutenant                       |

### January Hiring Status

The City is seeking candidates for the following positions. Below is the current status of each opening. To apply or for more information, visit [bhamgov.org/jobs](http://bhamgov.org/jobs).

| Department | Position       | Type               | Status                                |
|------------|----------------|--------------------|---------------------------------------|
| Fire       | Firefighter    | Full Time (BFFA)   | Accepting Applications until 2/5/2026 |
| Building   | Plans Examiner | Full Time (AFSCME) | Accepting Applications until 2/6/2026 |

|          |                               |                    |                      |
|----------|-------------------------------|--------------------|----------------------|
| Treasury | Part Time Clerical Support    | Part Time (AFSCME) | Reviewing Applicants |
| DPS      | PT Admin Assistant            | Part Time          | Reviewing Applicants |
| Building | Electrical Inspector          | Full Time (AFSCME) | Reviewing Applicants |
| Police   | Parking Enforcement Assistant | Part Time (AFSCME) | Reviewing Applicants |
| Building | Building Consultant           | Contingent         | Reviewing Applicants |
| Police   | Police Officer                | Full Time (BPOA)   | Open Until Filled    |

## **Planning Department**

### **Planning Board (PB)**

#### *Zoning Ordinance Update Project*

On January 12, 2026 ([Agenda](#) – [Video](#)), the City Commission moved 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.

Moving forward, the Planning Department will begin working with Houseal Lavigne to embark on the first few phases of their scope of work, which include project initiation, coordination calls, kick off meetings, and strategizing. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- January 28, 2026
- February 11, 2026
- March 11, 2026

#### *Regular Business*

The Planning Board is preparing for a busy 2026 with the Zoning Ordinance project expected to take a lot of time, with two site plans already on the schedule and several more expected.

A tentative list of scheduled items at the Planning Board is provided below:

1. 325 S. Eton – District Lofts Phase 3 – (1/28/26)
  - *Request for re-approval of a Final Site Plan & Design Review for new 3-story mixed use building.*
2. 600 N. Old Woodward – Old World Pizzeria – (1/28/26)
  - *Request for Special Land Use Permit, Final Site Plan & Design Review for new Food and Drink Establishment in O2 Zoning District.*

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

Having completed its work, the Historic District Commission is awaiting the adoption of the Historic Preservation Master Plan (HPMP) so that they may begin work on the year one project list. The HPMP is expected to dominate the HDC’s agenda over the coming years, with some Design Reviews expected to come at the usual pace. The

HDC will also begin work on its annual reporting and action list, which will be provided to the City Commission in March/April 2026.

### **Environmental Sustainability Committee (ESC)**

The ESC held its most recent meeting on January 26, 2026. Moving forward, the ESC's schedule of meetings follows that of the second meeting of the City Commission on a monthly basis. Recently, the Planning Department has twice appeared before the Advisory Parking Committee (APC) to discuss the sustainability fee and associated parking rate increases. The Planning Department has returned to the ESC with updates based on those meetings, and will be seeking a recommendation from both the APC and the ESC in February, which would then come before the City Commission for consideration in March.

A tentative list of scheduled items at the ESC is provided below:

1. Sustainability Fee (1/26/26)
2. Single Family Stormwater Infiltration/Detention Ordinance (1/26/26)
3. Birmingham [WaterTown](#) Designation (1/26/26)
4. Residential Rain Garden Program (1/26/26)

### **Police Department**

Integrating Communications, Assessment, and Tactics (ICAT)

When attending recent training provided by the Police Executive Research Forum (PERF) information was obtained regarding additional training available. Integrating Communications, Assessment and Tactics (ICAT) is an innovative, evidence-based approach to use of force training that provides first responding police officers with the tools, skills and options they need to defuse a range of critical incidents successfully and safely. The training program is anchored by the Critical Decision-Making Model that helps officers assess situations, make safe and effective decisions, and document and learn from their actions.

ICAT training is widely used across the country and has received great reviews from police leaders. However, this training has not been available in Michigan.

The Birmingham Police Department is proud to announce that through numerous conversations with PERF training staff, we have secured training locally in March 2026. This amazing opportunity will allow us to train our officers in ICAT to combine this de-escalation tactic with others such as Critical Incident Training (CIT) that Birmingham officers are receiving. Additionally, due to our efforts, this training will be available to other agencies for the first time in Michigan.



## **Parking Systems Update**

### **BCT Design Group Update**

The City Commission approved the schematic designs for the remaining four municipal garages—Peabody, Pierce, North Old Woodward, and Park—establishing a consistent design framework based on the previously approved Chester Garage. While the Commission expressed a desire to see the completed Chester Garage updates prior to approving future garages, it also emphasized the importance of not slowing the overall program, particularly the initiation of work at the Peabody Garage. To maintain momentum, repairs and final design work for the Peabody Garage are scheduled to go out to bid in late spring, with construction anticipated to begin in the summer of 2026.

### **Advisory Parking Committee – Review of Possible Sustainability Fee**

The City of Birmingham’s Planning Director recently met with the Advisory Parking Committee (APC) to discuss the potential implementation of a proposed sustainability fee that would be applied to all parking fees throughout the City. The APC discussed the purpose of the fee, its potential impact on the public, and the types of parking- and infrastructure-related projects that could be supported through the revenue generated.

As part of this discussion, the APC reviewed potential parking rate increases across the entire parking system that would be associated with the proposed sustainability fee. City staff explained that any rate adjustments would be necessary to help ensure the long-term operation and maintenance of the City’s Automated Parking System (APS). Staff further noted that the sustainability fee itself would represent only a small percentage of the overall parking rate increase.

City staff also presented a preliminary framework outlining what a system wide rate adjustment could look like and how it might be structured. The APC expressed interest in continuing this discussion and has requested that parking rates and related considerations be further reviewed at its February meeting.

### **Parking Reports**

Download the monthly [parking report](#) to view data regarding meter revenue, parking garage revenue, monthly parking permits sold, garage occupancy rates and more.

### **Upcoming agenda items**

#### **Potential Future Workshop Topics**

Potential upcoming workshop topics include: Public Private Partnerships, Capital Improvements Master Plan, Mayor Selection Process, City Hall improvements, Unimproved Roads.





## MEMORANDUM

Planning Department

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Nick Dupuis, Planning Director  
**SUBJECT:** Historic Preservation Master Plan (Postponed from January 12, 2026)

---

### 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 admirable 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 12, 2026 ([Agenda](#)), the HDC held a special meeting and 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.

On January 12, 2026 ([Agenda - Video](#)), the City Commission took no action on the HPMP agenda item and requested what could be considered several minor changes to the wording of several actions and a section of the "Call to Action" portion of the conclusion to provide more clarity to the reader.

#### 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 2026

**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 26, 2026.

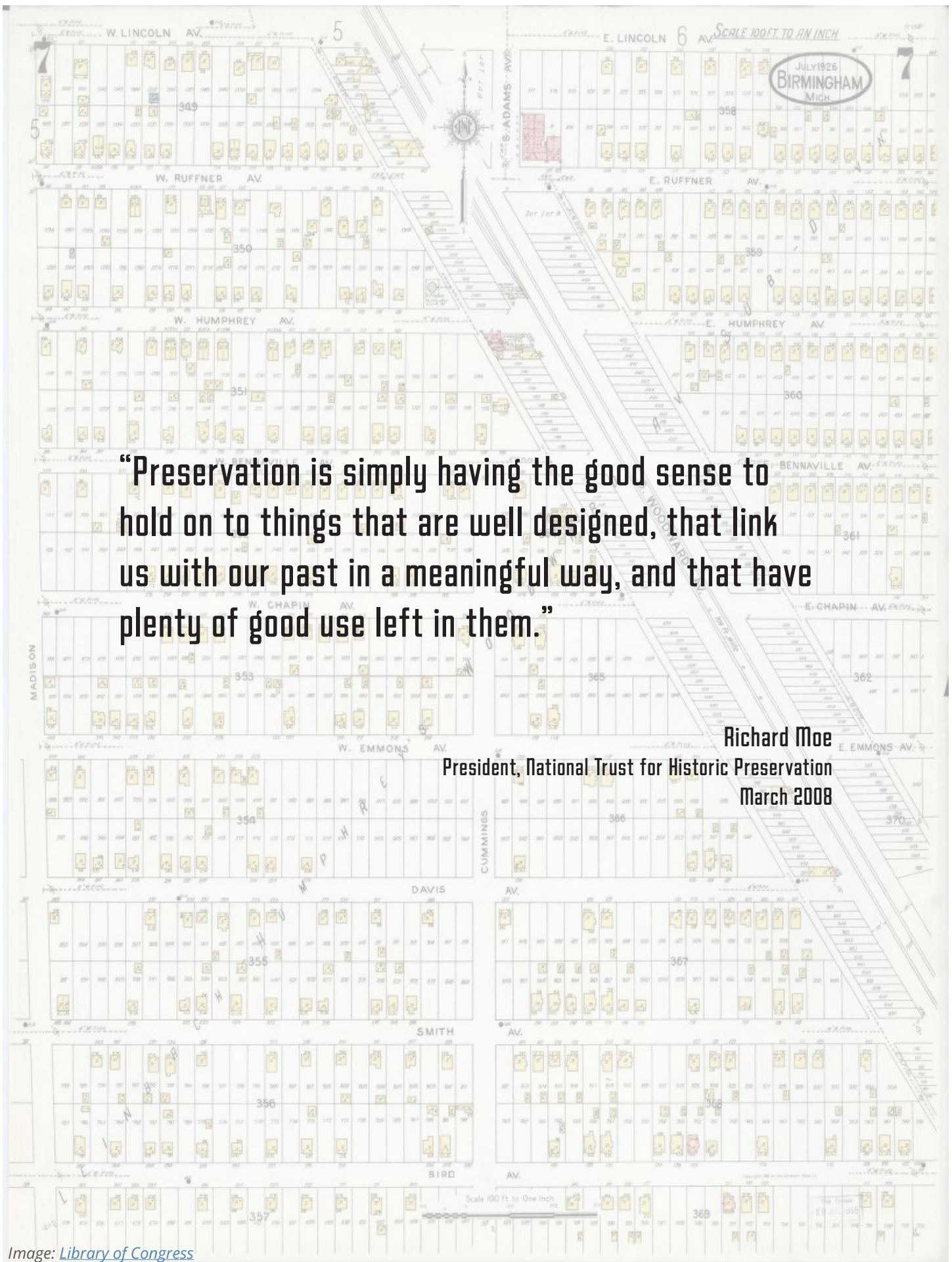
---

**Alexandria Bingham**  
**City Clerk**

# HISTORIC PRESERVATION MASTER PLAN

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**"Preservation is simply having the good sense to hold on to things that are well designed, that link us with our past in a meaningful way, and that have plenty of good use left in them."**

**Richard Moe**  
President, National Trust for Historic Preservation  
March 2008



### **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:**



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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

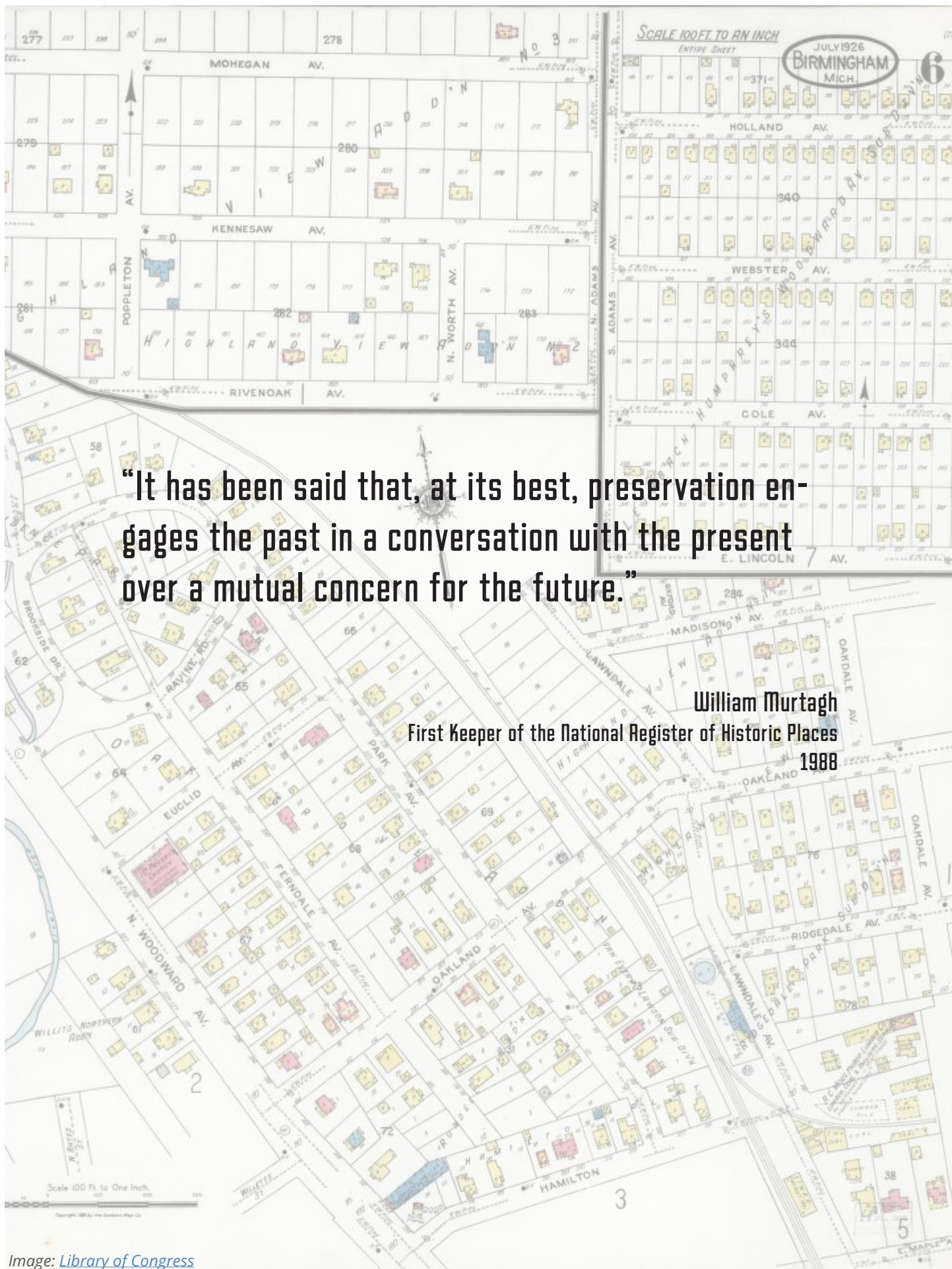
|        |                                                                                                                                                                                                        |    |       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|
| 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  | Consider a demolition delay ordinance.                                                                                                                                                                 | R  | YR. 1 |
| PRO-9  | Incorporate historic preservation values, principles, and processes into applicable municipal policy, facilities planning, and programs.                                                               | 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+ |









# 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.<sup>1</sup>

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.

# Historic Resources

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.

**82**  
**Total**

**40**  
**Residential**

**30**  
**Commercial**

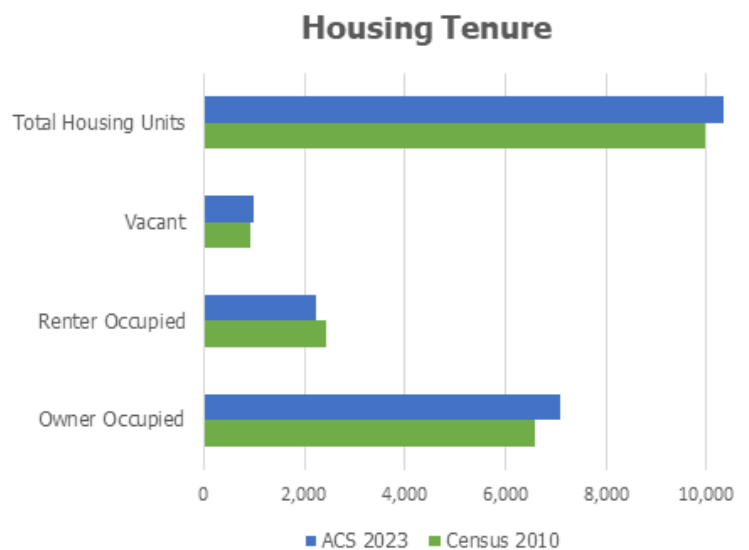
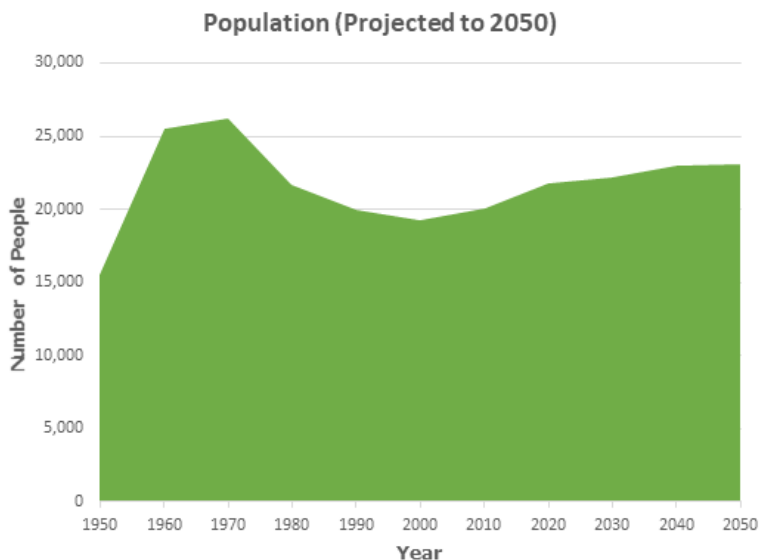
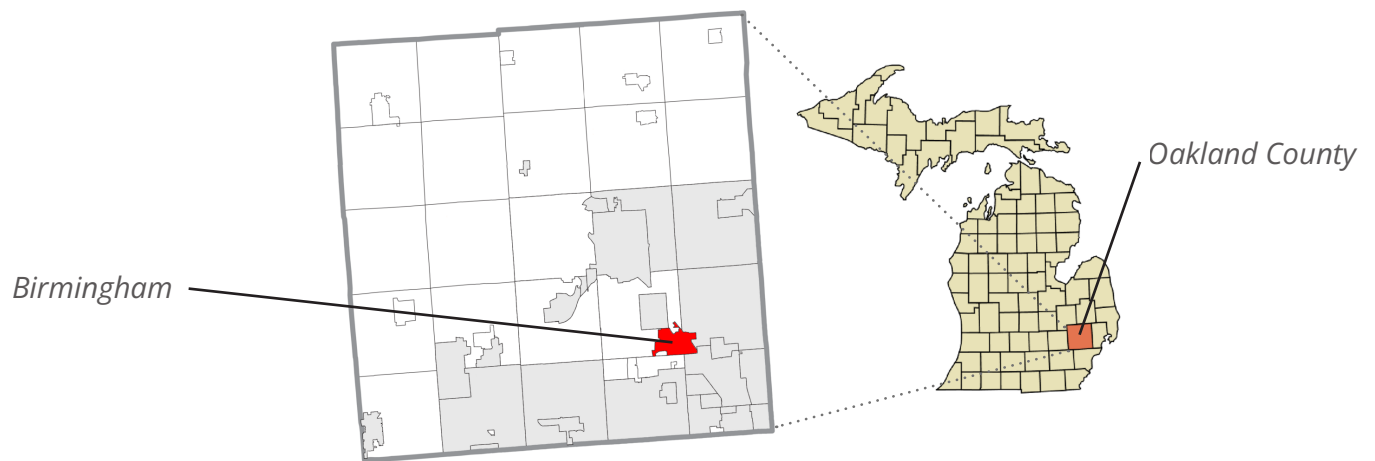
**12**  
**Institutional**



# 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.

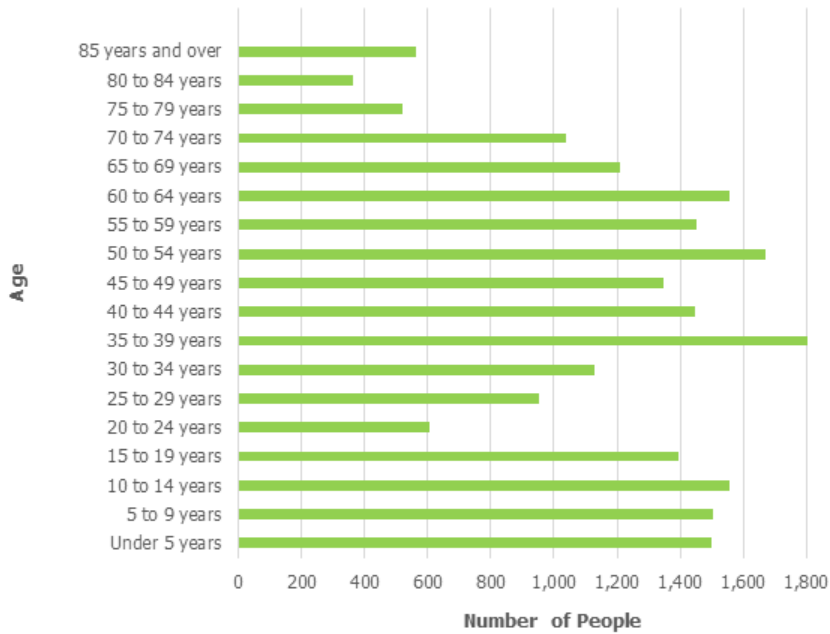
The City of Birmingham is roughly 5 square miles in area, and houses over 21,000 people. It contains three major commercial areas (most notably its Downtown), all of which are surrounded by single family neighborhoods. Due to this, Birmingham is, and always has been, a center for business, social and cultural activities spanning more than a century.



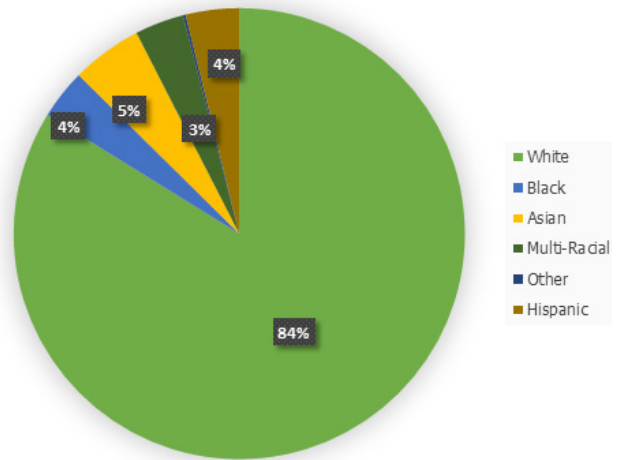
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- [BIRMINGHAM MI CENSUS PROFILE](#)
- [BIRMINGHAM - DATA COMMONS](#)

**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 the intensified settlement of the area. Foundries, tanneries, blacksmith shops, broom- and brick-making factories and transportation services were just some of the businesses that quickly defined this frontier community. Birmingham's name was chosen after England's biggest industrial center by those optimistic about the potential growth of the village and its manufacturing capabilities.

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, 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 both Detroit and Pontiac made Birmingham especially appealing as a place to live. In 1929, Birmingham was one of the first communities in Michigan to form a planning commission and develop a comprehensive village plan. In 1933, after more than a decade of preparation, Birmingham successfully made the transition from a village to a city governmental structure and balanced growth with preserving the city's downtown character. Today, Birmingham's business district and residential areas still enjoy much of the small town charm that is integral to Birmingham's sense of place.



# History of Preservation in Birmingham

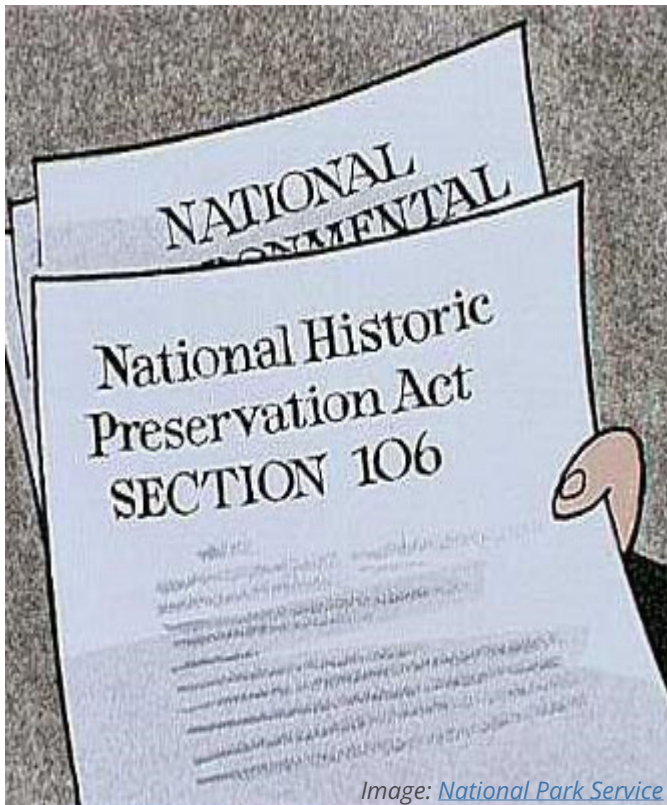


Image: [National Park Service](#)

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.<sup>2</sup> In general, it was a reaction to the loss of landmark buildings (like the Pennsylvania 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.<sup>3</sup> 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.<sup>4</sup>



The Michigan Historic Preservation Network supports the sustainability and economic viability of Michigan's historic places through advocacy, education, and direct action.<sup>5</sup>



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.<sup>6</sup>



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.<sup>7</sup>



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.<sup>8</sup>



# 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.<sup>9</sup>





# 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.<sup>10</sup> 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.<sup>11</sup> 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



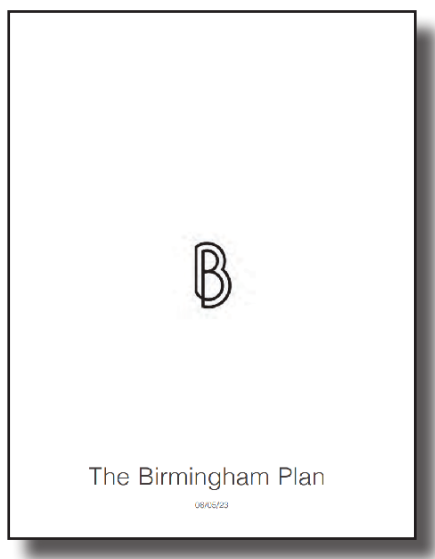
1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration 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.



The [Birmingham Plan 2040](#) (“2040 Plan”) is the first master plan in over two decades to provide for recommendations that are directly related to historic preservation in the City. Generally, historic preservation efforts are much more successful when they are integrated within general planning efforts, rather than a niche function operating alone under the planning umbrella.

## **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:

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.

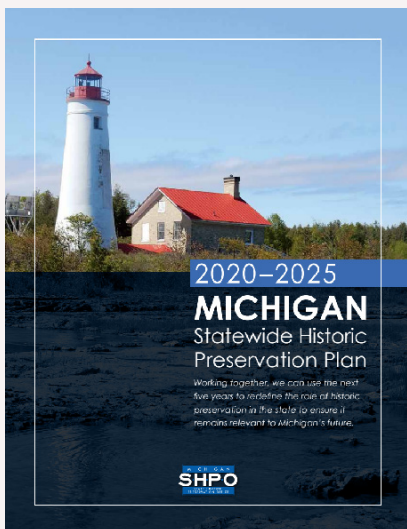
Although these conflicts exist, the 2040 Plan and the Historic Preservation Master Plan can work together to achieve a common goal by considering the recommendations within each plan together.



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 that serves as the gateway to the grounds, and was dedicated in 2007 as the John West Hunter Historic Park. The landscape includes some of the city's most complex and diverse topography in a natural setting, including a spring fed pond, historic walled pool, and a connection to the Rouge River trail - all just a short walk from Downtown Birmingham. The Allen House houses the Museum's archives and features changing exhibits about Birmingham and its heritage. The John West Hunter House reflects 19th century pioneer life in the early settlement, and is listed on the National Register of Historic Places.

The award-winning Birmingham Museum works in partnership with other cultural organizations, especially the [Friends of the Birmingham Museum](#) (aka the "Birmingham Historical Society") to preserve and interpret Birmingham's unique story with public tours, educational lectures, and innovative social media. They also work together to create self-guided walking tours and host special events such as docent-led tours of historic [Greenwood Cemetery](#). The Friends of the Birmingham Museum also assist with lectures, historic research, funding support, and publish a regular newsletter for their members, *The Heritage*.

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?

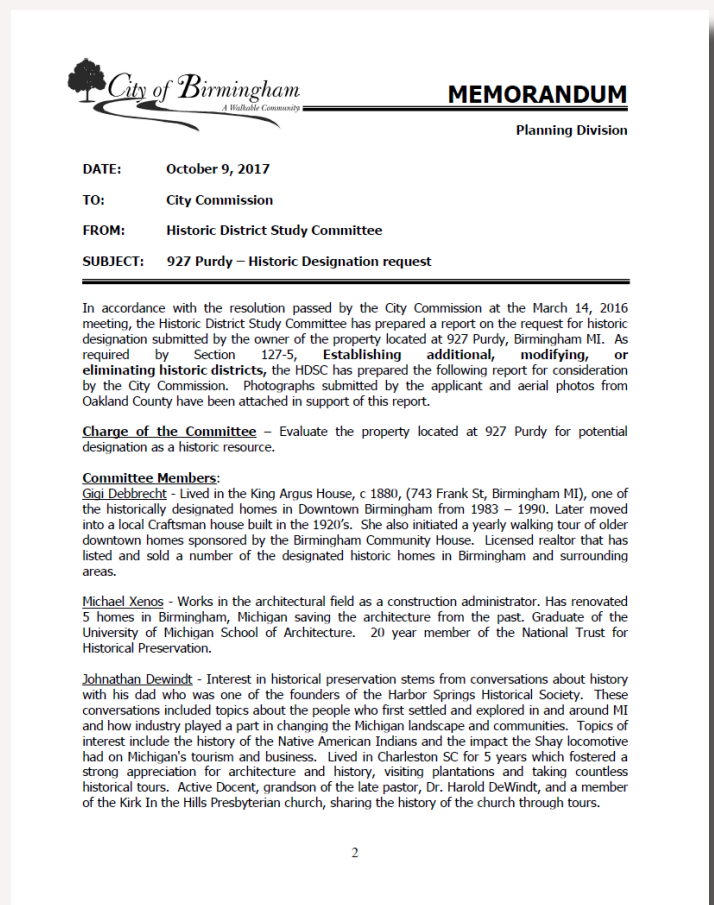
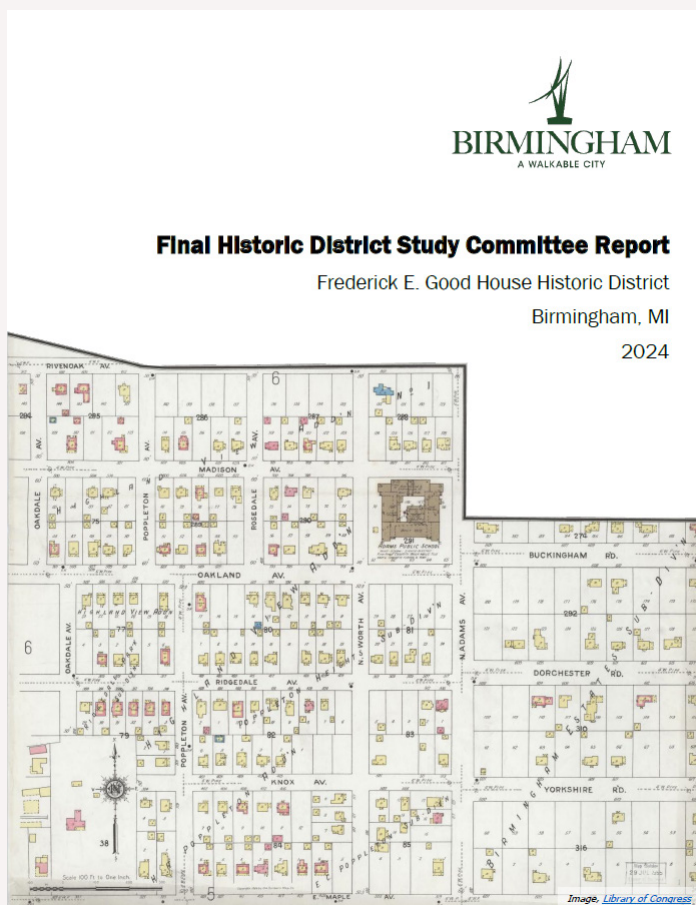
- [BIRMINGHAM MUSEUM STRATEGIC PLAN 2026](#)
- [INSTAGRAM](#)
- [YOUTUBE](#)
- [FACEBOOK](#)

# 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

- Hood House Historic District, 555 Stanley
- Grooms House Historic District, 587 Stanley
- Trollop House Historic District, 536 Southfield Road
- Richard Erwin House Historic District, 1119 Southfield Road
- Randall-Latham House Historic District, 1128 Southfield Road
- Daniels House Historic District, 1128 Pierce
- Eli Wooster House Historic District, 1876 Northlawn
- Schlaack House Historic District, 839 Knox
- King-Argus House Historic District, 743 West Frank
- Stewart-Watkins House Historic District, 146 Puritan
- Quarton Homestead Historic District, 1155 Quarton
- Birmingham Grand Trunk Western Railroad Depot Historic District, 245 S. Eton
- Quarton Maple Avenue House Historic District, 1158 West Maple Road
- Wallace Frost House Historic District, 579 Tooting Lane
- Almeron Whitehead House Historic District, 927 Purdy
- 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

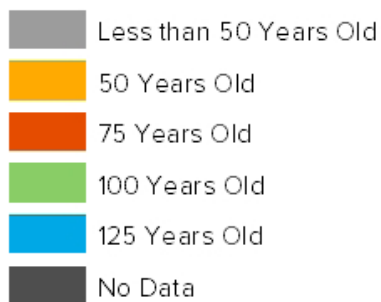


**The official list of designated historic resources is maintained in the City Code:**

- [CHAPTER 127, SEC. 127-25.](#)

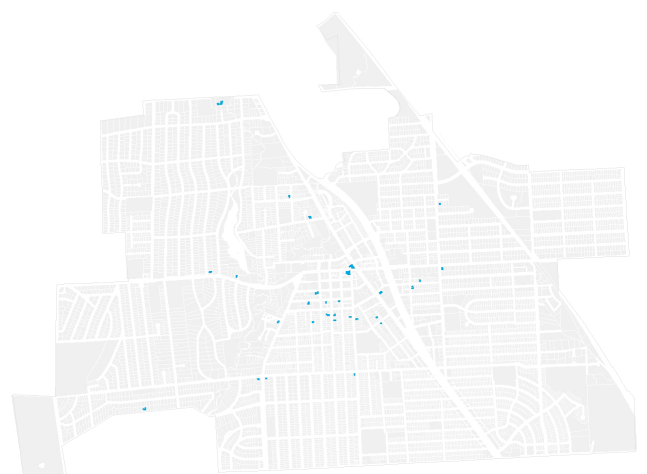
# A Deeper Look...

## Birmingham Building Age

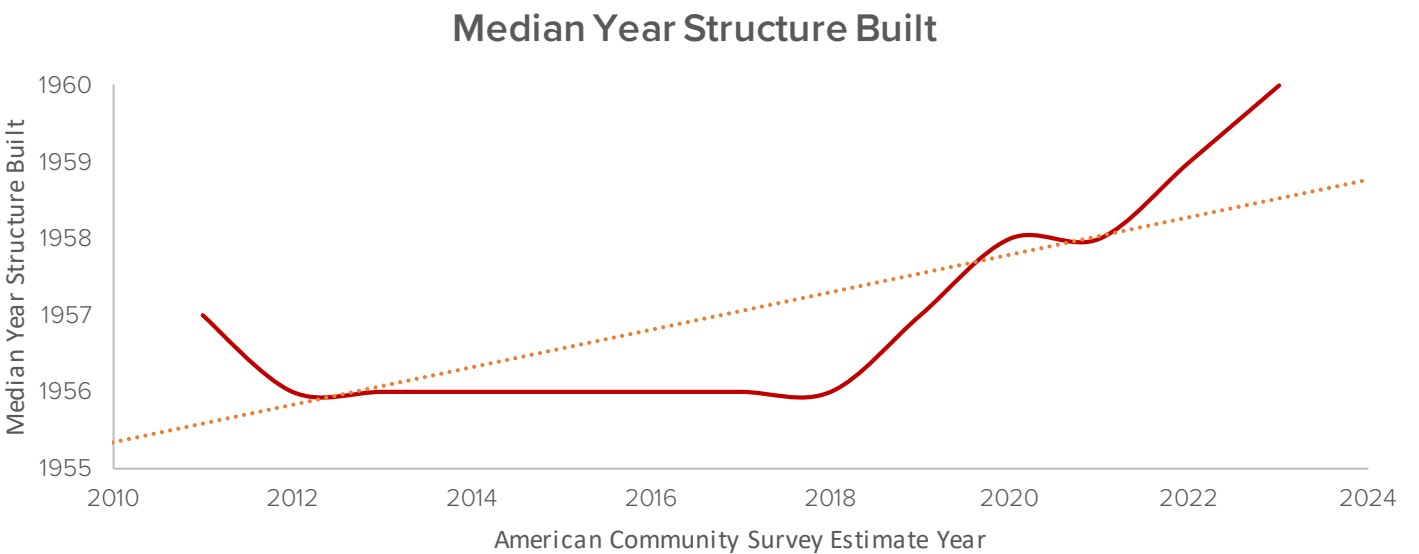




Data Source: [SEMCOG Building Footprints 2024](#)



# A Deeper Look Continued...



Data Source: U.S. Census: [B2035 Median Year Structure Built](#)

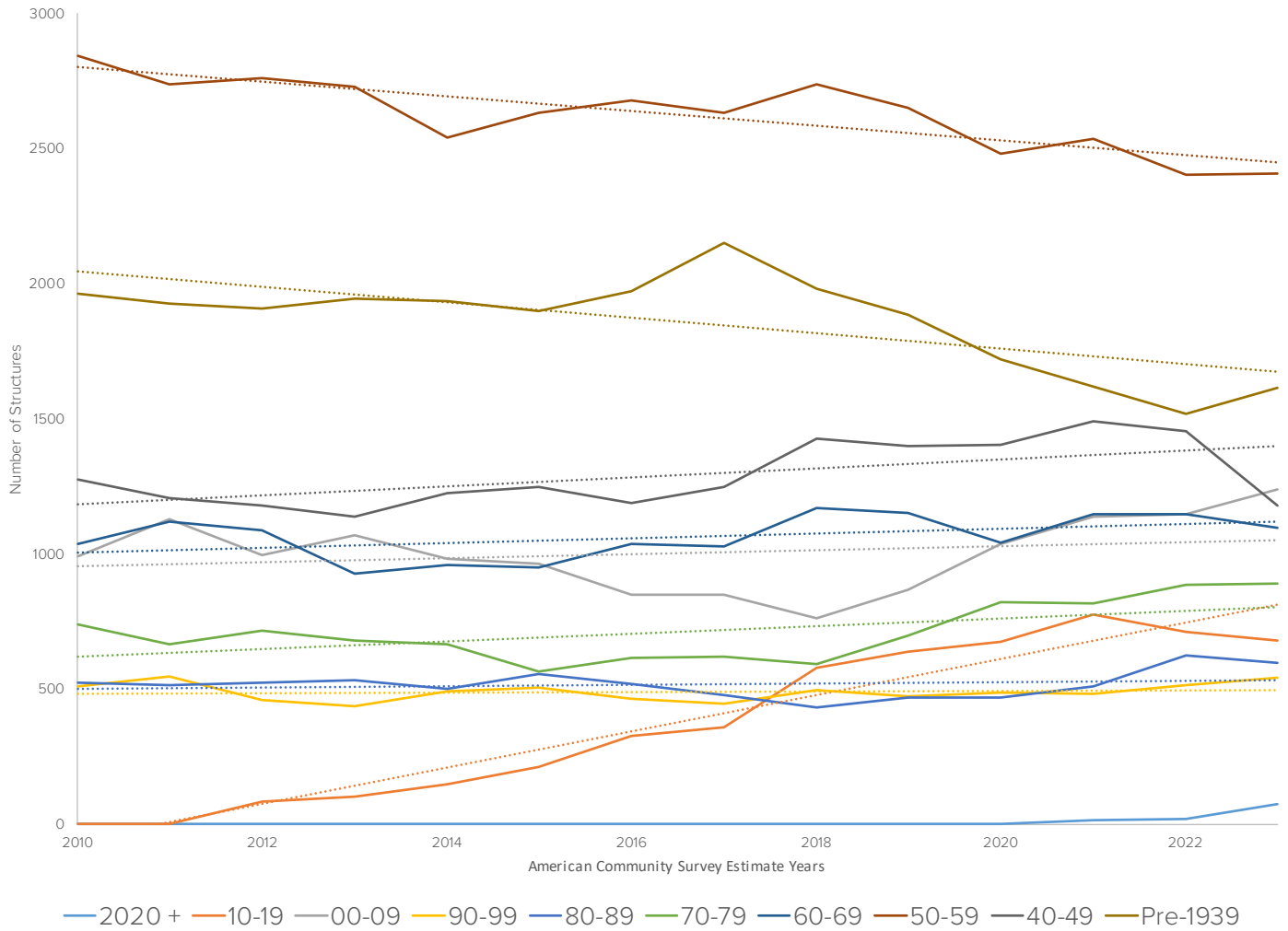
## Building Quick Facts 2025

- 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](#)



### YEAR STRUCTURE BUILT BY DECADE

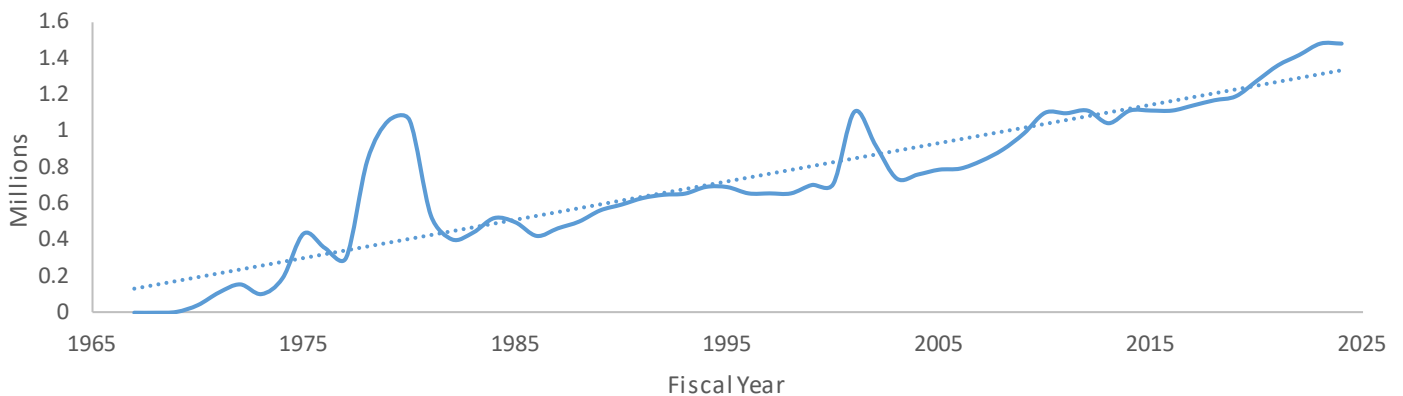


Data Source: U.S. Census: [B25034 Year Structure Built](#)

### 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.<sup>12</sup> 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:

### Federal Historic Preservation Fund Appropriations - Michigan



Data Source: [National Park Service DataStore Collection 6600](#)



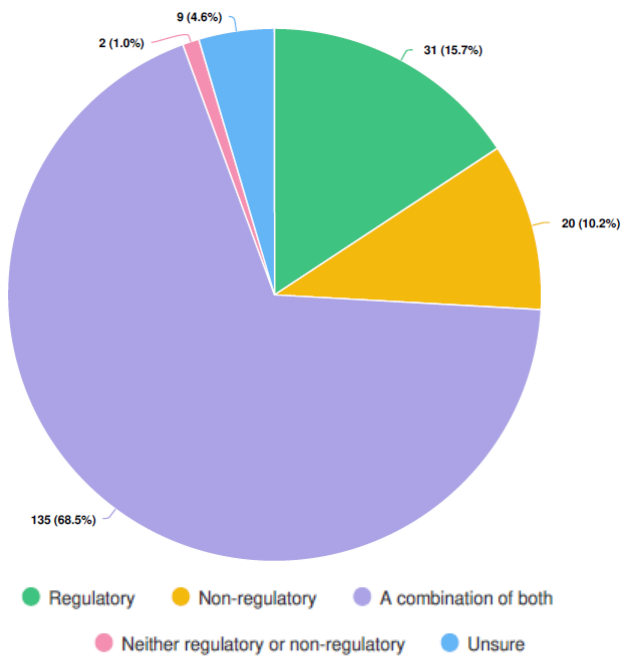
# Public Engagement Summary

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.

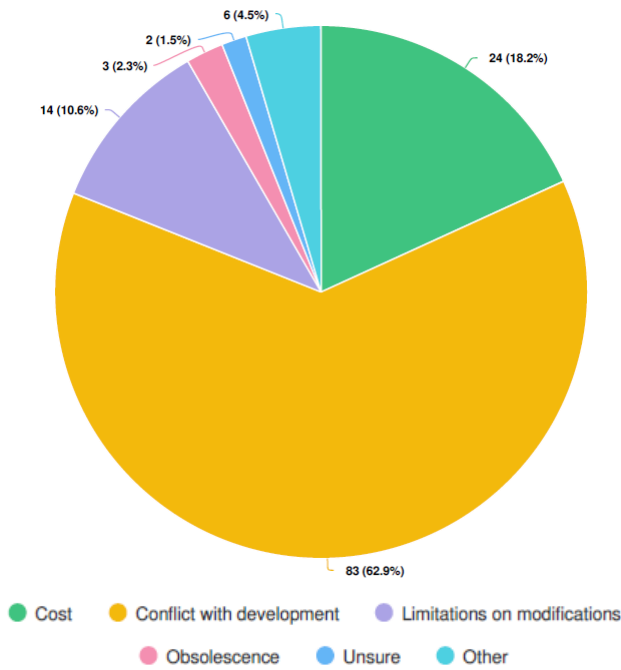
Throughout this process, the HDC was able to provide a multitude of engagement and informational opportunities including over **20** HDC meetings, **3** property owner round tables, **2** newspaper articles, **2** community presentations, **6** newsletter articles, and countless conversations.

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.

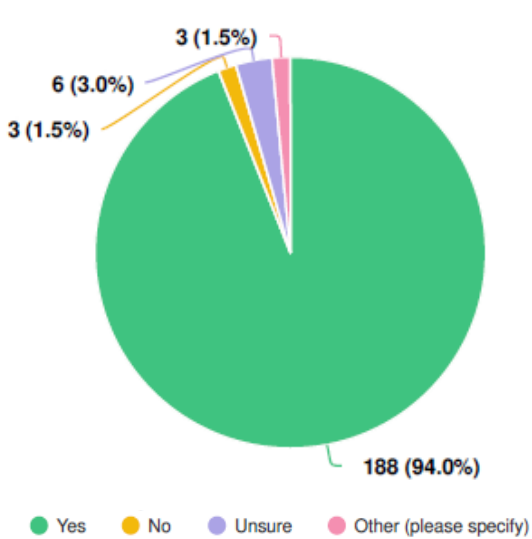
**The approach to historic preservation can be simplified in to regulatory and non-regulatory approaches. Which approach do you feel better suits the City of Birmingham?**



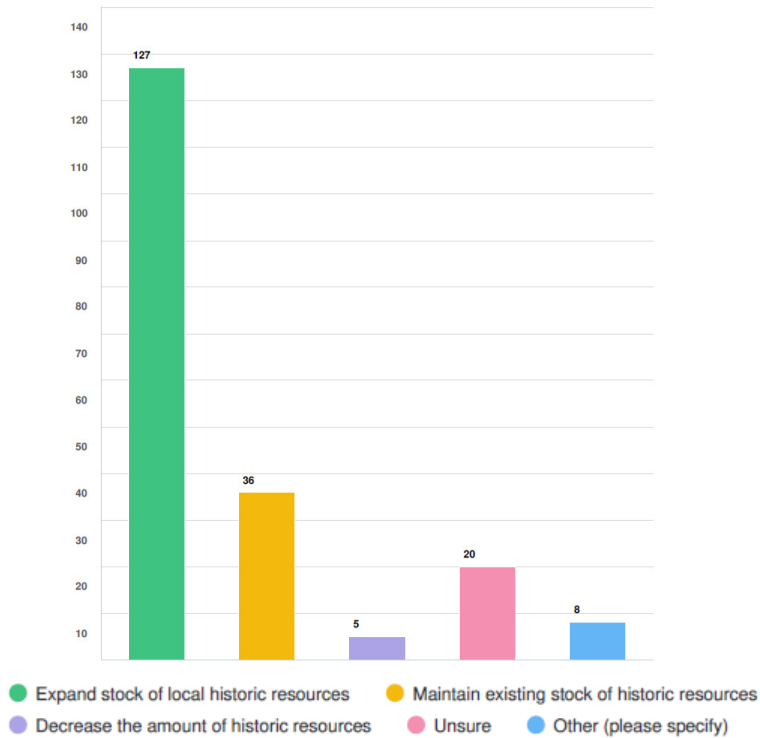
**In your opinion, what is the biggest barrier to historic preservation?**



**Do you believe historic preservation is a worthwhile goal?**



What direction do you think the City should take in the future regarding the creation of local historic resources (buildings and/or sites)?



*“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 31 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.<sup>11</sup>

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 of 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.**

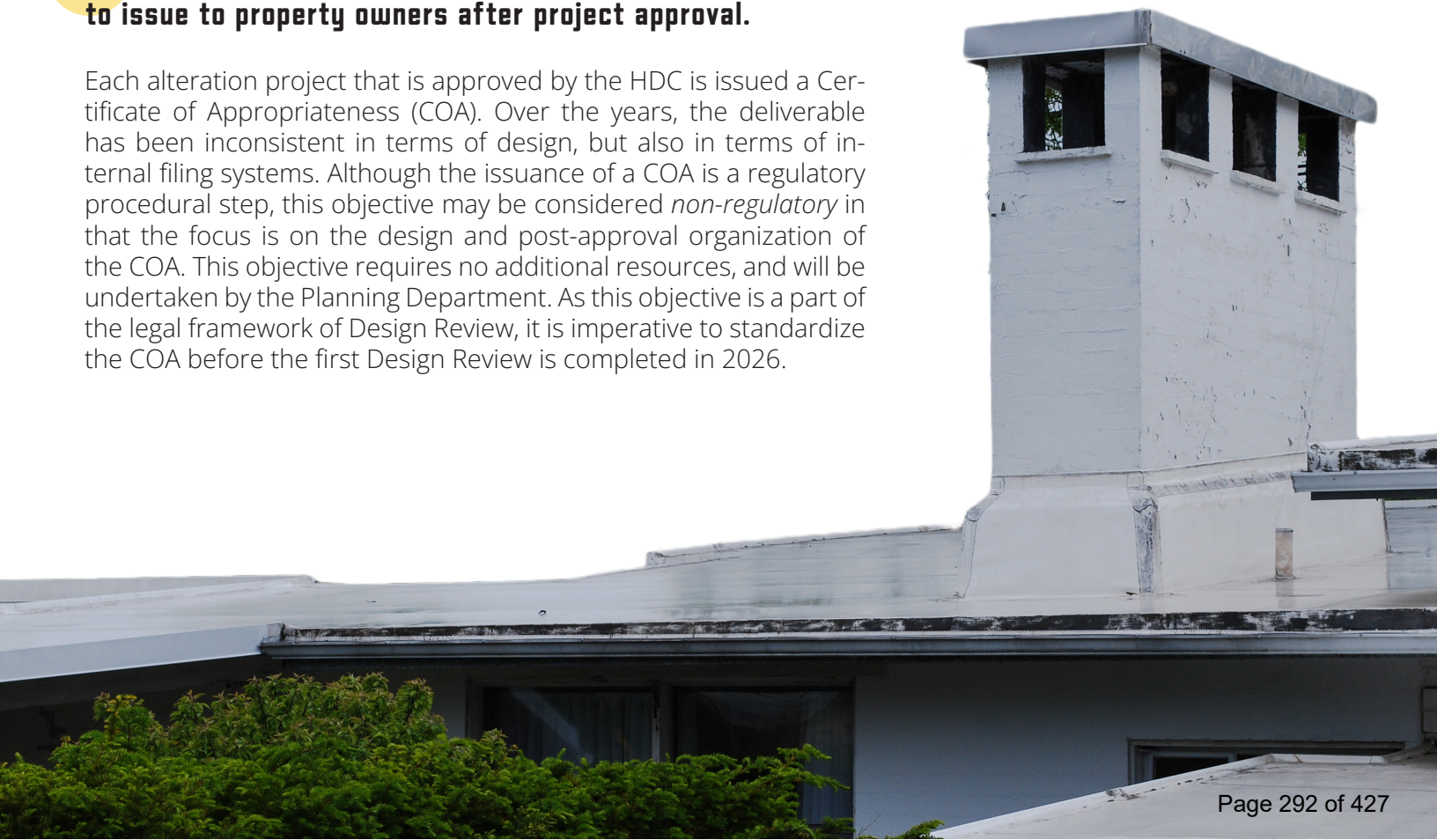
The historic district ordinances of the City of Birmingham state that all plans that include work, such as addition/alteration, to the exterior of a resource and/or its site shall be reviewed by the HDC. The ordinance defines resource as “one or more publicly or privately owned historic or non-historic 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 - Consider 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 buildings 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 applicable municipal policy, facilities planning, and programs.**

This *non-regulatory* objective aims to broaden the reach of historic preservation to all City Departments, Boards, Commissions and Committees that touch historic preservation in some way, even if only tangential, to ensure that the goals of this plan can be supported by more than just the Planning Department, HDC, HDSC, and City Commission. Because Birmingham's City Hall and the Baldwin Public Library are designated historic resources, the City has already demonstrated 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.**

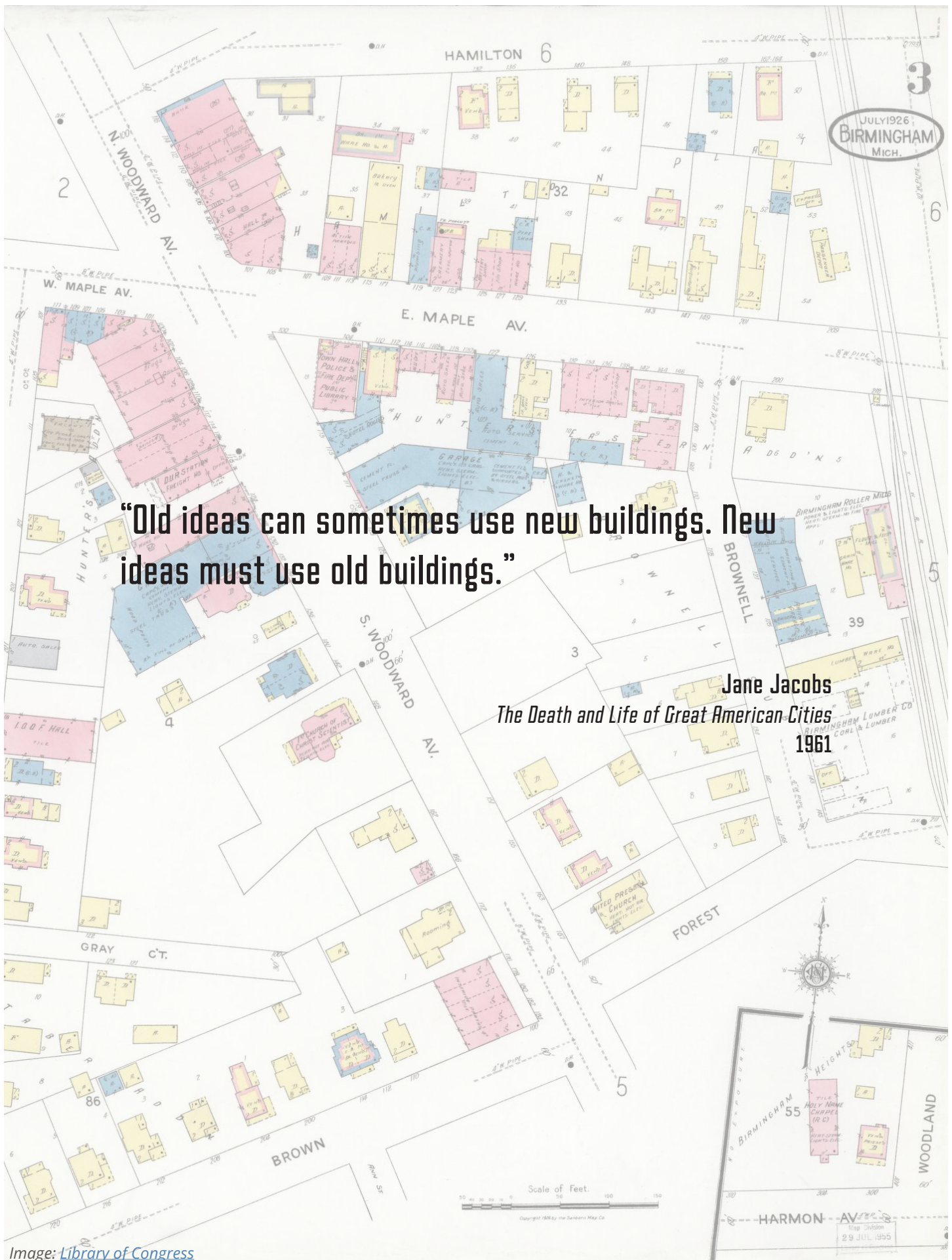
Although historic preservation work in the City is mostly performed by City Staff and volunteers, there are at times projects or activities that may cost money. This can range from the aforementioned trainings in B2B-1 to grant matches and everything in between. Providing the HDC & HDSC with an annual 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.



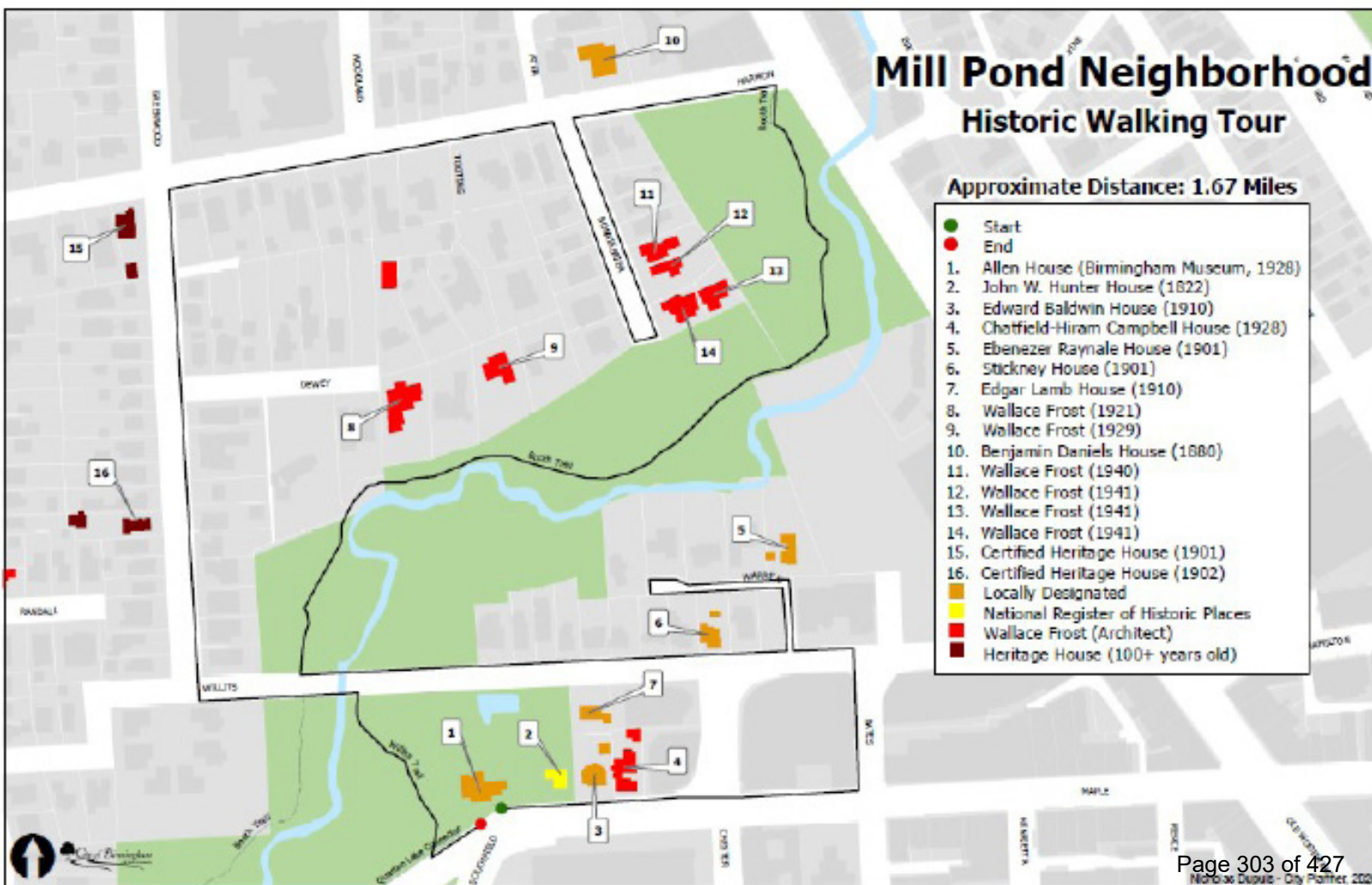
Did you know that the artist that created the Freedom of the Human Spirit (the inspiration for Birmingham's logo and branding), Marshall Fredericks, lived in a Wallace Frost designed house on Lake Park?

## 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.



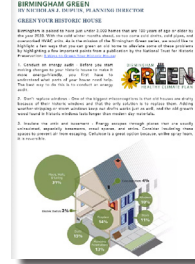


## INF-8 - Through city staff, provide technical support to the owners of historic properties on the Michigan State Historic Tax Credit program.

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.



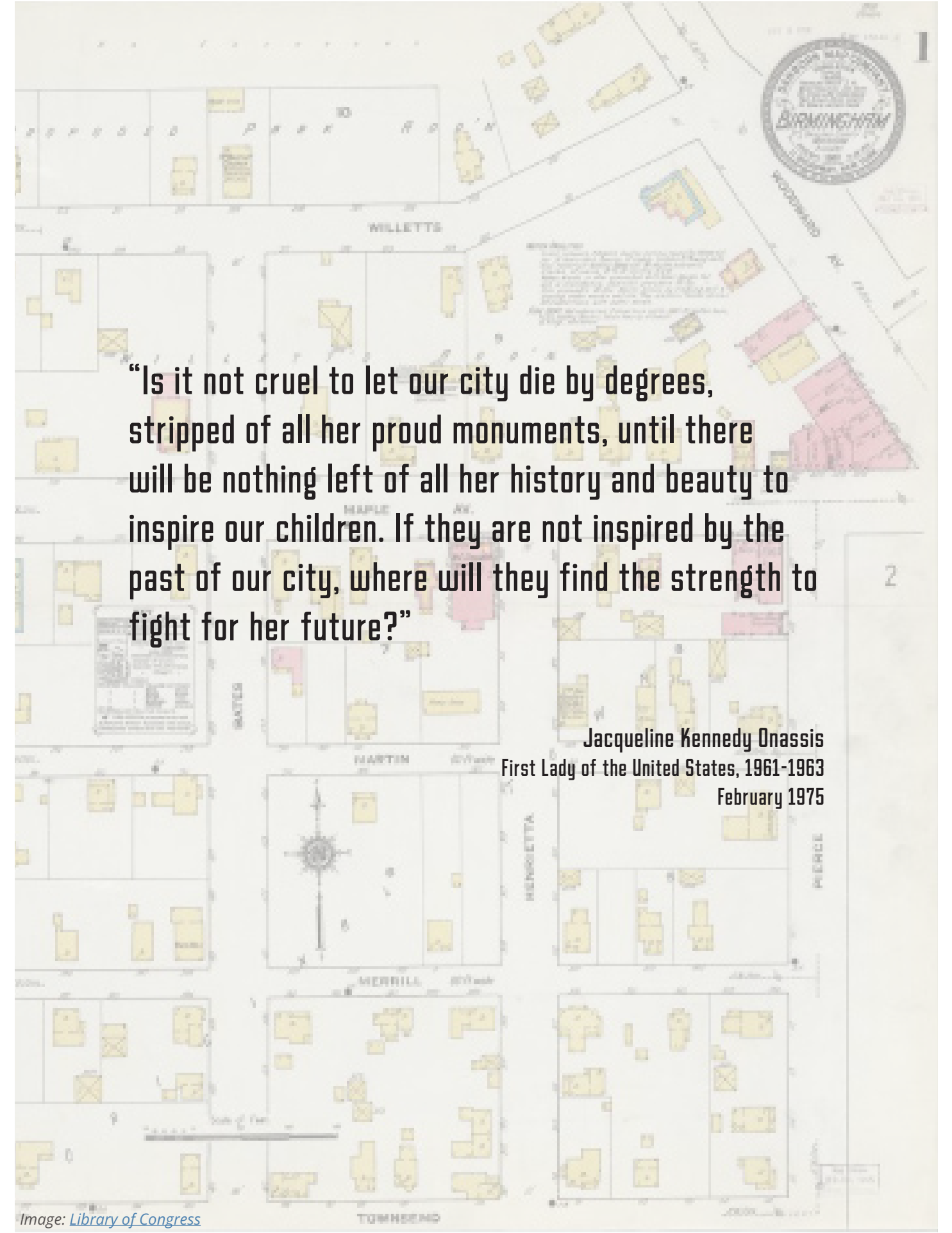
## INF-10 - Together with the Birmingham Museum, develop or expand historic context statements for each of the City's historic resources.

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](#)



**“Is it not cruel to let our city die by degrees,  
stripped of all her proud monuments, until there  
will be nothing left of all her history and beauty to  
inspire our children. If they are not inspired by the  
past of our city, where will they find the strength to  
fight for her future?”**

**Jacqueline Kennedy Onassis**  
First Lady of the United States, 1961-1963  
February 1975

# 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 Birmingham contains many important historic buildings that meet the criteria for preservation and could be recognized for their historical value no matter their age, prominence, or disposition.

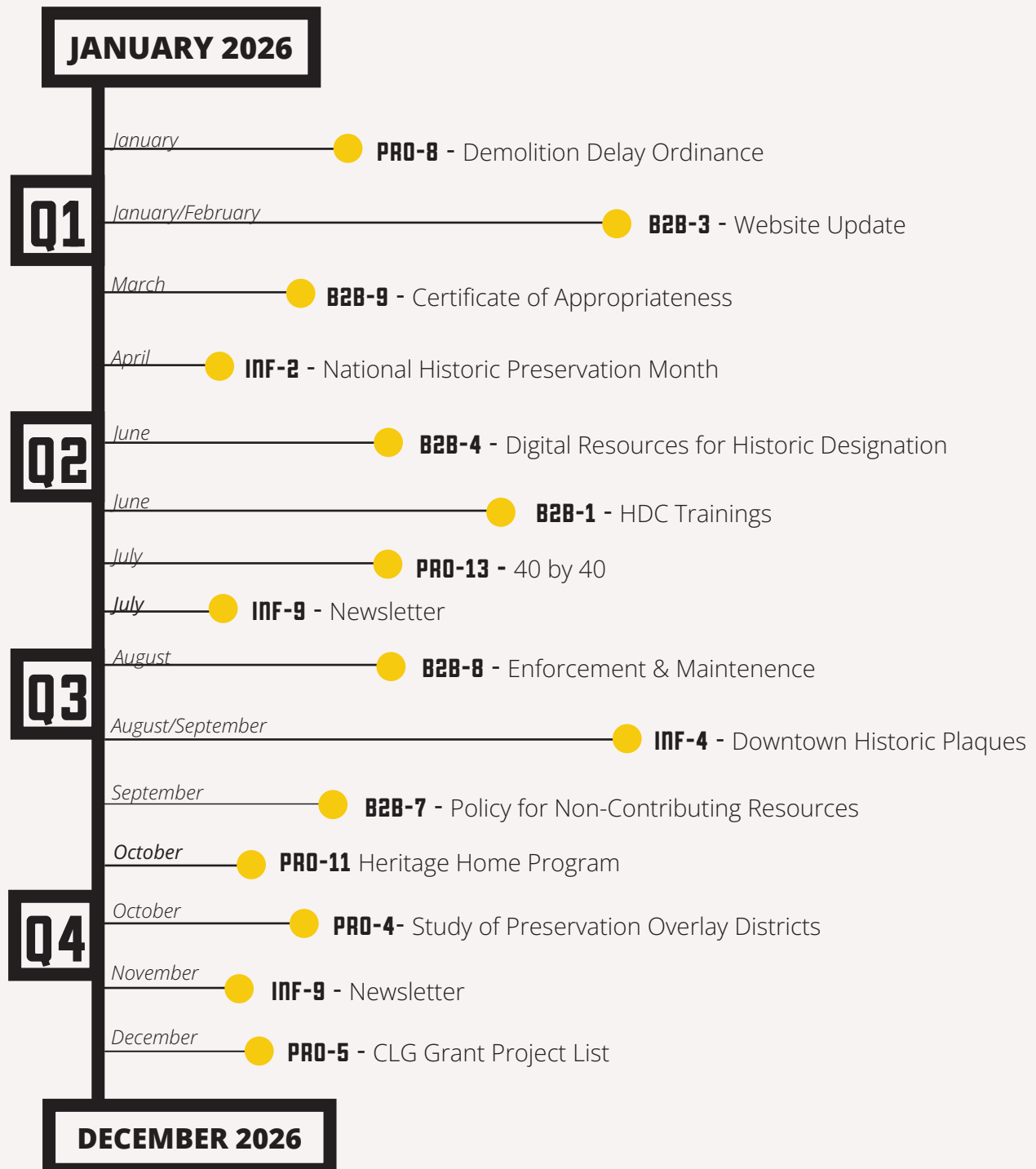
Successful historic preservation practice requires the Birmingham community to coalesce and support the historic preservation projects and policies that are envisioned in this plan to protect historic places from demolition and neglect, because **ONCE IT IS GONE - IT IS GONE FOREVER**. As we look to 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.



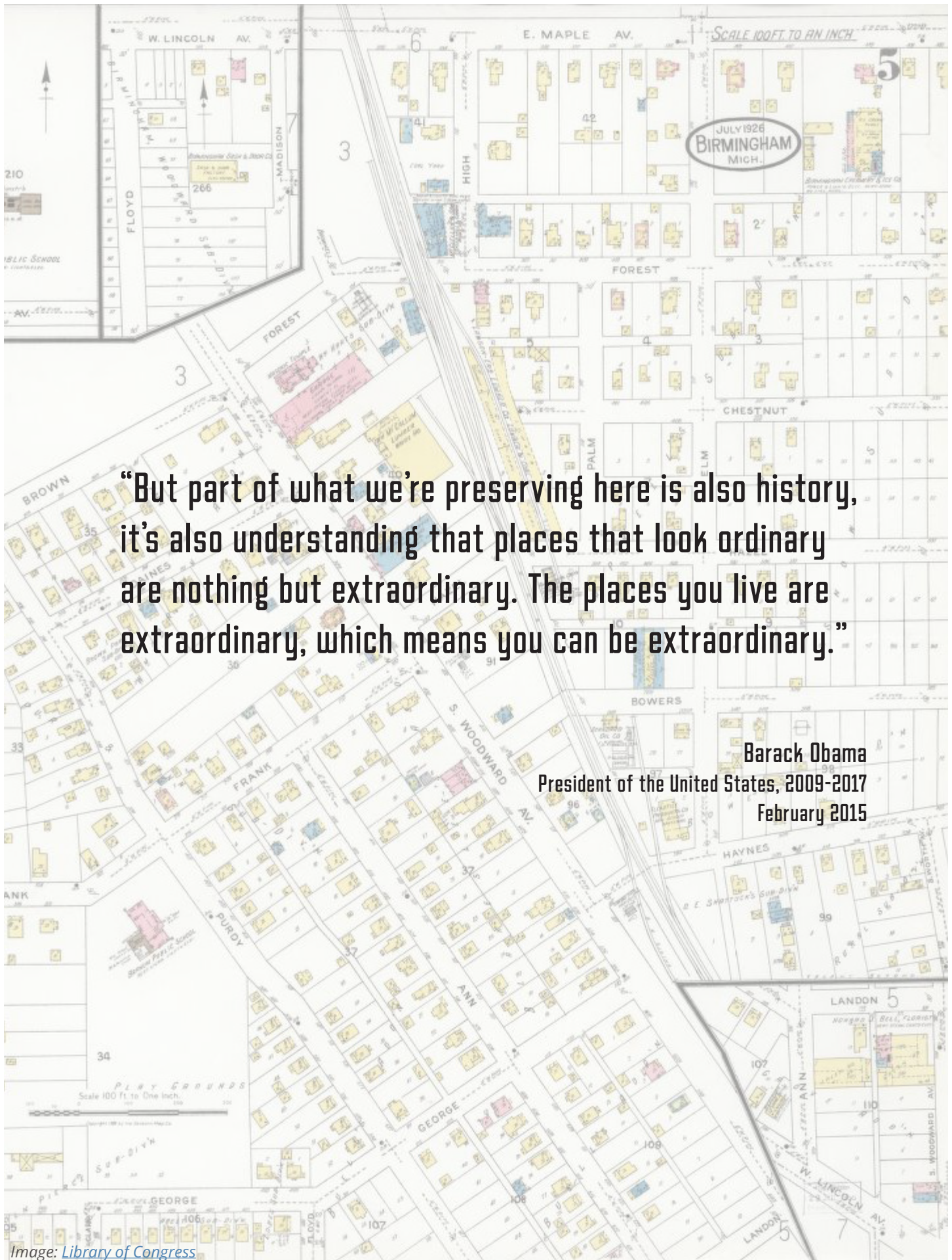
- **Local Historic District** - An area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture designated by the local unit of government.
- **Michigan Historic 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.





**“But part of what we’re preserving here is also history, it’s also understanding that places that look ordinary are nothing but extraordinary. The places you live are extraordinary, which means you can be extraordinary.”**

**Barack Obama**  
President of the United States, 2009-2017  
February 2015

# 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 \(January 12, 2026\)](#)
- [Video - City Commission Adoption of HPMP \(Part I - January 12, 2026\)](#)
- [Video - City Commission Adoption of HPMP \(Part II - January 26, 2026\)](#)

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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.







## MEMORANDUM

City Manager's Office

**DATE:** January 26, 2026

**TO:** City Commission

**FROM:** Jana Ecker, City Manager

**SUBJECT:** Selection of an Architect for Architectural Construction Design Plans for the Continuation of the MOU between the City of Birmingham and Next for the Building at 400 E. Lincoln

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### INTRODUCTION:

In the spring of 2023, former City Manager Tom Markus became aware that the Birmingham YMCA, located at 400 E. Lincoln, was for sale. The YMCA could no longer support the building financially and was looking to consolidate its Birmingham location with their Royal Oak location (merge together into either a new location or renovated project at their Royal Oak location). To be clear, the selling of the property at 400 E. Lincoln by the YMCA to the City was voluntary by the YMCA in accordance with their future planning. Furthermore, the leadership of the YMCA stated that it was their intention to remain in the building for three more years while their transition to Royal Oak took place. The YMCA leadership left open the door to having a reduced presence in the building consisting of summer camps and possibly a small programming component following the three year period.

On May 17, 2023, the City of Birmingham (City) and Next, a 501(c)(3) nonprofit organization who is the City's primary provider of older adult services, entered into a Memorandum of Understanding in regard to the City purchasing the property at 400 E. Lincoln (\$2,000,000) with a significant financial contribution from Next (\$500,000) for the purpose of moving Next's operations into the building and Next becoming physically present in the building and property (Attachment 1 - MOU and associated terms).

On May 25, 2023, the City of Birmingham (City) and the Young Men's Christian Association of Metropolitan Detroit (YMCA), entered into a purchase agreement in which the City of Birmingham agreed to purchase the property at 400 E. Lincoln, Birmingham, MI for two million dollars (\$2,000,000) (Attachment 2 - Purchase Agreement and associated terms).

The terms of the Purchase Agreement included standard language and concepts and also included condition precedents of Memorandums of Understanding. According to the terms, a three-year transition period wherein a lease agreement would be entered into between the City and the YMCA, where the YMCA will continue to offer its services and continue to have some responsibility for the maintenance of the building and land. This lease was completed and



signed by both parties. A second lease, a Memorandum of Understanding, would be entered into between Next and the Birmingham Public Schools whereby Next would secure a written agreement with the Birmingham Public Schools to have the continued use of the Midvale School building for up to three years. This MOU was also completed. Upon completion of the three year time period, Next would move into the former YMCA building at 400 E. Lincoln Street and occupy approximately 75% or more of the square footage of the building, while the YMCA may continue to provide services and occupy approximately 25% of the square footage of the building. The three-year period was agreed upon in order to create a transition period to allow for further planning, financing and ultimately necessary renovations for Next and to provide the YMCA time to transition to their new or renovated home in Royal Oak.

On June 5, 2023, the City Commission approved a resolution (06-135-23) that stated the following:

1. To approve and execute the Purchase Agreement between the City of Birmingham and YMCA as presented to us this evening.
2. To approve and execute the Memorandum of Understanding between the City and Next.
3. To further direct the current and successor City Manager to pursue and implement the necessary steps to bring the transition from the YMCA building's current use to a combined Senior/Community Center use.

The above motion passed the City Commission by a vote of 7-0.

In the same meeting, the City Commission also approved a resolution (06-136-23) that stated the following:

"To submit a 0.33 senior millage proposition to the electorate on the ballot for November 7, 2023 general election as follows:

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

The above motion passed the City Commission by a vote of 7-0. On November 7, 2023, the citizens of Birmingham approved the proposed Senior Millage by a vote of 69% in favor and 31% opposed.

From June 2023 until May 2025, the City, Next, the YMCA, the City Commission and a very dedicated group of volunteers from the community, both Senior Center Committee (SCC) members and members from the general public worked diligently together to try and come up with a plan in which all three entities would be able to share a new facility that included a pool. Unfortunately, despite best efforts, the plan had too many obstacles to overcome:

1. Not enough space for a combined/shared facility between Next and the YMCA in which both could operate and be financially solvent.
2. Not enough community center space/use for members of the public.
3. Federal funding that would have supported the project was eliminated.
4. The price tag, approximately 36 million dollars, was not palatable with the City



Commission.

5. Shifting economic forces (politics, tariffs, supply chain issues, labor costs) were unstable, making any financial planning tenuous at best.
6. Time frame concerns. Both in terms of getting the project done in time for Next and in terms of the election cycle voting dates for the approval/denial of a bond proposal by the citizens of Birmingham.

On May 5, 2025, as a result of the above factors, the City Commission agreed to “pause” the 400 E. Lincoln project in order to discuss the project further within the context of all the City’s obligations and within the context of the prevailing economic conditions. By taking a pause, the City Commission felt it was in the best interest of the City and the Commission’s commitment to making both well informed and independent evaluations.

The City and Next never veered from the intent of the original MOU. It was important to both organizations that a thorough analysis of the possibilities of having a combined senior center, community center and the YMCA were too good not to fully explore. However, as indicated above, a viable plan was not achieved.

On January 6, 2026, President and CEO Parrish Underwood of the YMCA of Metro Detroit called City Manager Ecker to inform her that the YMCA was going to move up the date of exit from 400 E. Lincoln to April 30, 2026. On January 8, 2026, Mr. Underwood sent all members of the Birmingham YMCA an email announcing the closing of the Birmingham YMCA on April 30, 2026 (Attachment 3 – YMCA closing email). The email stated that in 2023, the Birmingham Family YMCA building was sold to the City of Birmingham as a result of “an unfortunate convergence of factors, including mounting deferred maintenance and the lasting financial challenges of the COVID-19 pandemic. While either issue in isolation could have been addressed, together they significantly limited our ability to sustain the building in a way that meets the standards our members and community deserve.” Mr. Underwood continued, “Following the sale, we explored developing a new, shared facility in partnership with the City of Birmingham and Next. While this vision was inspiring, the resources needed to bring it to life were not available within the required timeline.”

The remainder of this report will discuss the continuation of the implementation of the MOU between the City and Next.

#### BACKGROUND:

The information covered in the introduction section of this report is critical to understanding the path moving forward for this project. Nothing has changed from the original intent of the purchase of the building in 2023 for the purpose of providing a permanent home for Next.

When the City purchased the building from the YMCA, it demonstrated its commitment to a “physical permanency” for Next so that Next could continue to serve the growing senior community of the City of Birmingham and its neighbors. At the time of purchase, there was great excitement for the project. The City, Next and the YMCA were all commended by the City Commission and the public for working together to make this opportunity to continue providing services to the senior community a reality. At the time of the sale, there was a clear path moving forward that was articulated by the City Commission, City staff, Next and the YMCA. All were in agreement and all were aligned with the plan.

So what changed? The fork in the road occurred when the YMCA of Metropolitan Detroit did a complete 180 degree reversal in their plan. The YMCA, under new leadership, wanted to stay in the building and wanted to continue their full operation in a joint venture with the City and Next. In the YMCA's new plan, a pool was also included. What did not change was the YMCA's ability to contribute any funding to the project or their ability to sign any type of lease or rental agreement. The YMCA could only offer to pay the operating expenses for any new facility. As indicated earlier, this new scope of a joint senior/community center monopolized the planning for 400 E. Lincoln for the next 18 months until it became obvious that despite everyone's best efforts, the plan was not feasible, both from a financial prospective and from a usability prospective. However, in the background, City staff continued to work on the original plan. The original plan, the one supported by all at the time of the purchase, was the following:

1. The City of Birmingham purchased the building at 400 E. Lincoln from the YMCA for two million dollars (\$2,000,000) for the purpose of providing Next with a permanent home.
2. The City purchased the building and owns the building. Next contributed \$500,000 to the purchase price of the building. In exchange, it was the intent of the City and Next to enter into a long term lease of the property to Next for the price of one dollar (\$1.00) per year.
3. The City, acknowledging the age and condition of the building, believed that prior to Next occupying the building, minor renovations and upgrades would need to occur.
4. The pool, and all of its associated costs, would be eliminated.
5. The City believed a new Senior Millage of .33 mills for a period of three years would be enough money to get the necessary work done to move Next into the building.
6. That once in the building, the City and Next would work together, with the other member communities of the interlocal agreement of cooperation, to find or develop a financial model that would provide Next with stability and predictability for its finances and permanency.

When NORR Architects completed their building evaluation, the project design plan had already changed. Consequently, the three NORR recommendations all contained the enhanced scope:

1. A complete remodel for the existing building
2. A complete remodel of the existing building with an expansion
3. Tear down the existing building and replace it with a new building

Not included in any of NORR's recommendations was the original plan, minor renovations and upgrades consistent with a three to five million dollar budget that could be completed within a three year time frame. It is crucial to understand that a complete remodel or a new building was never contemplated for 400 E. Lincoln at the time of purchase. However, on the plus side, by taking the time to see if there was any possible way the City, Next and the YMCA could come together in the best interests of the community on a joint project, there will be no second guessing that any and all options were not considered for the project and that no idea was left out of the process. This should give both the City Commission and the public confidence that due diligence and transparency for all options was considered.

While the building is old, in need of maintenance and less than aesthetically pleasing, it is still

functional and passed all of the due diligence checks conducted by professionals at the time of purchase. Someone may ask, "Why would we put money into a building that our architect says should be torn down?" The answer is simple, the choice between paying for a complete remodel or tearing the existing building down and building new was that it would be more pragmatic and fiscally responsible to build new. However, the question never contemplated the original plan of minor renovations and upgrades at a significantly lower cost.

The City has a history of staying with older buildings and using a phased approach to modernize or renovate space. Some recent examples would be the Baldwin Public Library, City Hall, the golf courses and the City's parking garages. The building at 400 E. Lincoln was envisioned to go down this same path.

City staff believes that the following course of action, consistent with the original plan at the time of purchase (MOU) and consistent with the vote of the citizens of Birmingham to make interim improvements to the building (Senior Millage) is to do the following phased approach:

**Phase One**

1. Complete a lease of the property with Next that includes:
  1. Rent cost (\$1.00 per year)
  2. Operating expenses (electricity, gas, water, insurance)
  3. Structural/MEP expenses (building shell and associated mechanical, electrical and plumbing)
  4. Maintenance expenses (snow/landscaping/parking lot)
  5. Future improvements and renovations (Phase Two, Phase Three?)
2. A thorough and complete analysis of the building has been completed. The City should sign a contract with Neumann Smith Architects to complete "design build construction plans" that address the following renovations/upgrades:
  1. Correct the one major structural issue on the southern end of the building (pillar).
  2. Make the first level of the building completely ADA accessible.
  3. Conform to all ADA requirements, including accessible restrooms.
  4. Create a lobby for Next that allows for social interactions that are important to their operation.
  5. Create a space for physical fitness out of existing room.
  6. Create an art room out of an existing room.
  7. Create three multi-purpose rooms out of the existing cardio room on the west side of the building. The rooms would have collapsible walls that would allow for a large meeting room space to accommodate speaking engagements or other large events.
  8. Improve lighting, paint and other "cosmetic" enhancements to improve the operational functioning and aesthetic presentation of the building.
3. City staff to analyze how space in the building not being utilized by Next during Phase One could be used by the City to maximize utilization:
  1. Building management (oversight of building and maintenance)
  2. Staffing
  3. Telephone/Internet
  4. Security
  5. Space management (pool space, second floor)

6. After hours public use of the building gymnasium/multi-purpose rooms

## **Phase Two**

1. Any renovation or redevelopment of current space not being used by Next would be subject to public discussion. This space includes the following:
  1. The pool or former space occupied by the pool.
  2. All three (3) lower level locker rooms.
  3. All space on the second floor
  4. Exterior restrooms
  5. Possible integration with St. James Park (outdoor pavilion, walking path, cardio equipment)
2. Consideration for a Phase Three if warranted.

### **LEGAL REVIEW:**

The City Attorney has handled all legal matters related to the property at 400 E. Lincoln and is intimately familiar with all aspects of the project. The City Attorney drafted the original MOU and is working in collaboration with counsel from Next to formalize the lease agreement between the City and Next. To date, both the City and Next have complied with all of the terms of the MOU. Furthermore, the City Attorney has stated that the MOU signed between the City and Next in May 2023 is a legally binding contract.

The City Attorney has completed the attached contract with Neumann Smith to complete architectural construction design plans for the proposed renovation/upgrades at 400 E. Lincoln (Attachment 4). Once the City receives the plans, a presentation will be made to the City Commission presenting the plans and seeking approval to use the plans as the basis for a design build construction RFP for the actual work to be completed.

### **FISCAL IMPACT:**

The City sought bids from architectural firms to complete the architectural construction design plans. The City received three bids:

1. Neumann Smith Architects
2. NORR Architects
3. Tiseo Architects, Inc.

City staff reviewed all three submitted bids. After evaluation, City staff would like to proceed with the plan submitted by Neumann Smith. The bid was \$74,000 and City Attorney has completed the contract with Neumann Smith (Attachment 4). Neumann Smith was the architect chosen by the City Commission to complete the schematic design of the previous joint City, YMCA and Next Senior/Community Center. The process, work and presentations in that project were all well received by City staff, the City Commission, Next and the public. Neumann Smith is well aware of the needs of Next and the building itself.

The City has a Senior Services Fund (233.0-000.000-390.0000) as a result of the successful passage of a Senior Millage by the public in November 2023. As of January 14, 2026 the current balance of that fund is \$2,373,689.68. The Senior Millage was a three year millage starting

July 1, 2024 and ending July 1, 2027. Upon its completion, it is anticipated that there will be approximately 3.4 to 3.6 million dollars in the Senior Services Fund.

There is sufficient funding in the City's Senior Services Fund to cover the cost of architectural construction design plans in an amount not to exceed \$74,000.

#### SUSTAINABILITY:

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

#### DESIGN CONSIDERATIONS:

The building at 400 E. Lincoln is over 50 years of age and is a compilation of additions and modifications over its existence. There is no question that routine maintenance and updating have been deferred in the building. However, the building has been functioning in its current state and has the ability to continue to function. While design consideration is important, the primary focus of this project is to bring the building up to modern accessibility standards and provide a safe place for the senior community to thrive.

Design considerations will be considered during the renovation. Lighting, paint and other aesthetic improvements were also included in the scope of the work and will be considered within budgetary constraints.

#### PUBLIC COMMUNICATIONS:

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

- Press Releases
- Eblasts
- Creation of a web page on the City's website dedicated to the project
- Promotion of the project on the homepage of the City's website
- Updates were provided in many of the monthly City Manager reports as well as the City's Around Town e-newsletters
- Updates have been provided in the Birmingham Beat Newsletter
- The project was promoted on the City's social media channels including Facebook and Instagram
- All prior City Commission meetings and Ad Hoc Committee meetings in which this project was an agenda item or an item that was discussed are available to be viewed on the City's website and/or Vimeo

#### SUMMARY:

The property at 400 E. Lincoln, purchased by the City from the YMCA of Metropolitan Detroit in 2023 to be the permanent home for Next Senior Services, remains a valuable and critical asset to Birmingham and our surrounding communities. While the entire community is disappointed that the YMCA, the City's de-facto community center, is no longer able to financially operate in



the community, we have the ability to transform this community asset into a permanent home for Next and support all of our seniors. The proposed plan, including minor renovations and upgrades to the existing building, is feasible. The residents of the City were asked to support the project with a Senior Millage that passed overwhelmingly in support of the plan.

The Ad Hoc Senior Center Committee (SCC) developed a vision statement that stated, "The City wants to create a welcoming and dynamic hub where all members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness." This plan, as detailed in the MOU between the City and Next, offers not only addressing the critical component of the needs of seniors, but also the opportunity to potentially create a civic space for all members of the community in a phase 2 or phase 3 of the project's timeline.

All of the associated terms of the MOU between the City and Next have been met. There is a clear path for the successful completion of this project. The next step in the process is to hire an architect to complete architectural construction plans for the building that then can be used to complete a detailed request for proposal (RFP) for a "design-build construction project" to complete all renovations, upgrades and cosmetic enhancements to safely move Next into the building at 400 E. Lincoln.

**ATTACHMENTS:**

1. 05-17-23 Memo of Understanding Birmingham and Next
2. 06-13-23 YMCA Purchase Agreement
3. Birmingham YMCA Branch Closure Confirmation
4. Contract for Architectural Services

**SUGGESTED COMMISSION ACTION:**

Resolution to make a motion in support of the City Manager's actions to continue to proceed under the terms of the Memorandum of Understanding between the City and Next in May 2023 to make renovations, upgrades and cosmetic improvements to the existing building at 400 E. Lincoln in support of Next moving into the building in May 2027.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BIRMINGHAM AND NEXT**

This Memorandum of Understanding is entered into as of this 17 day of May, 2023, by and between the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 and **NEXT**, a 501(c)(3) nonprofit organization whose address is 2121 Midvale, Birmingham, Michigan, 48009, hereinafter referred to as "parties" at times or by name.

**WITNESSETH:**

**WHEREAS**, NEXT, a 501(c)(3) nonprofit organization, which has been serving the community for over 40 years offering support services that focus on allowing all older adults to live independently; and,

**WHEREAS**, NEXT is currently utilizing space at 2121 Midvale, Birmingham, Michigan, 48009, which is a school building and provided in kind by the Birmingham Public Schools; and,

**WHEREAS**, NEXT provides a comprehensive service department providing information, referrals, classes and activities for all individuals 50 years of age and older residing in the City of Birmingham and in neighboring communities; and,

**WHEREAS**, the activities and services provided include, but are not limited to, transportation and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of persons over 50 years of age; and,

**WHEREAS**, the Birmingham Public Schools has not provided a definitive response to offers for a permanent lease or purchase of the building in which NEXT has its presence; and,

**WHEREAS**, the City of Birmingham embraces the services by NEXT and desires to foster a physical permanency so that NEXT can continue to serve the growing senior community of the City of Birmingham and its neighbors; and,

**WHEREAS**, NEXT needs to be able to rely upon stabilization and predictability for its finances and physical presence in order to continue to serve the community's senior population.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. NEXT will agree to receive appropriated funds for services pursuant to MCL 400.571 through 400.577 which allows a local unit of government to appropriate funds in order to provide money to private nonprofit corporations or organizations for the purpose of planning, coordinating and providing services to older persons.

2. NEXT will continue to seek and receive money from the communities of the City of Birmingham, the Village of Beverly Hills, the Village of Bingham Farms and the Village of Franklin in order to support and provide ongoing services to the senior community

3. NEXT will agree to seek funding from grants and charitable contributions and through acts of fundraising as it does now.

4. NEXT will secure a written agreement with Birmingham Public Schools by June 1, 2023. The agreement shall be in writing wherein the Birmingham Public Schools commits to NEXT for the continued use of Midvale School building for the NEXT operations for up to three (3) years from the date of the executed Agreement between NEXT and Birmingham Public Schools.

5. At the completion of the above stated three (3) years, or sooner, NEXT will move its operations and become physically present in the Building and property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009, currently the YMCA property.

6. NEXT recognizes and acknowledges that this written Agreement from Birmingham Public Schools is a necessary condition precedent to a Purchase Agreement that will be entered into between the City of Birmingham and the YMCA of Metropolitan Detroit. Without this commitment from Birmingham Public Schools, the City of Birmingham cannot move forward with its purchase of the YMCA Building which will ultimately assist NEXT in serving the senior citizen community.

7. Once NEXT moves into the building, located at 400 E. Lincoln St., Birmingham, Michigan, 48009, in 2026, or sooner, YMCA will continue to provide services and will occupy approximately twenty-five percent (25%) of the square footage in a lease arrangement with the City. NEXT will lease approximately seventy-five percent (75%) or more, of the square footage.

8. NEXT agrees and acknowledges with the City that NEXT will provide and integrate and continue to lease at least seventy-five percent (75%) or more, of the square footage from the City and enter into a lease agreement to be completed at a future date from this Memorandum of Understanding for the above listed property.

9. NEXT agrees to contribute Five Hundred Thousand Dollars (\$500,000.00) to the City of Birmingham as a contribution towards the purchase of the property located at 400 E. Lincoln Street, Birmingham, Michigan, 48009 and will contribute those monies to the City of Birmingham on the date of closing. The City of Birmingham will acknowledge receipt of the contribution towards the purchase of the property when it considers its ultimate lease arrangement in 2026 with NEXT. It is the intent of the City to enter into a long-term lease of this property to NEXT for the price of One Dollar (\$1.00) per year. The details of the lease will provide these assurances for NEXT. If for some reason a mutually agreeable lease arrangement between the City of Birmingham and NEXT fails to be achieved, then in showing of good faith, the City will

return the Five Hundred Thousand Dollar (\$500,000.00) contribution from NEXT towards the purchase price of the property.

10. NEXT will reimburse the City for all exploratory due diligence inspections and inquiries that the City must make in order to purchase the building at 400 E. Lincoln, Birmingham, Michigan, 48009, including, but not limited to environmental studies, structural evaluations, appraisal, title search, surveys, site plan development, utility analysis and contract development. NEXT has received over Two Hundred Thousand Dollars (\$200,000.00) in grant money from Oakland County, Michigan to be used for such endeavors.

11. NEXT accepts there will be future improvements made to the building and property and the cost and plans of those improvements are not a part of this Memorandum of Understanding, but will be developed in the future. There will be separate sources of funding for any future improvements and renovations to the property at 400 E. Lincoln Street, Birmingham, Michigan, 48009. The City will fund the improvements and renovations with the assistance of NEXT and NEXT contributing finances. The lease between NEXT and the City will require ongoing maintenance of the building to be the responsibility of NEXT. Those details will be outlined in a lease agreement.

12. This Memorandum of Understanding may be amended in any part by only written agreement of the parties hereto.

13. The parties agree to be obligated to fully comply with all applicable City ordinances, state and federal laws, regulations, grant conditions, and contract provisions.

14. This Memorandum of Understanding is a binding Agreement and shall be in full force and effect on the date it is signed by all parties. This binding Memorandum of Understanding shall remain in effect and continue indefinitely.

NEXT

By: Christopher Bran  
Its: Executive Director

C. WOODS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 16, 2028  
ACTING IN COUNTY OF Oakland

C. Woods  
C. Woods

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this 17 day of May, 2023, before me personally appeared Christine Draon who acknowledged that with authority on behalf of NEXT to do so he/she signed this Agreement.



Notary Public

oakland County, Michigan

Acting in oakland County, Michigan

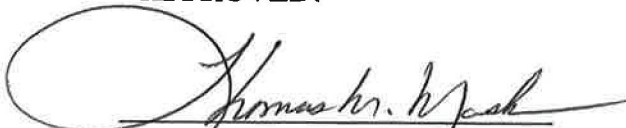
My commission expires: 10/16/2028

**CITY OF BIRMINGHAM:**

By:   
Therese Longe, Mayor

By:   
Alexandria D. Bingham, City Clerk

**APPROVED:**

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

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

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



## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of the date of the last signature on the signature page hereof (the "Effective Date"), by and between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, a Michigan nonprofit corporation, whose address is 1401 Broadway, Suite 3A, Detroit, Michigan 48266 (the "Seller"), and the **CITY OF BIRMINGHAM**, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (the "Purchaser").

### **RECITALS:**

A. Seller is the owner of approximately 1.52 acres of land commonly known as the Birmingham Family YMCA located at 400 E. Lincoln Street, Birmingham, Oakland County, Michigan 48009 (the "Land"), designated with the Tax Parcel of 08-19-36-403-032, and containing a building (the "Building"), initially constructed in 1959 with additions and updates that were made over time, with a usable building area of approximately 39,924 square feet, together with all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, including all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Land, or any part thereof, all water, air, riparian and mineral rights, and the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Land, all tangible and intangible personal property located thereat and all fixtures, equipment and other items attached to the improvements located at the Land and all rights of Seller under any express or implied guaranties, warranties, indemnifications and other rights, if any, and which Seller may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures, furnishings, fitness equipment, apparatus and personal property on or about the Land and Building, and all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Land and Building, to the extent that the same are legally assignable and all future land division rights, if any, subject only to those easements and restrictions of record which are approved by Purchaser (the Land, the Building, and all of the foregoing are referred to herein collectively as the "Subject Property").

B. Seller desires to sell and Purchaser desires to purchase the Subject Property in accordance with and subject to the terms and conditions hereinafter set forth.

### **CONSIDERATION AND AGREEMENT:**

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the Subject Property.

2. Acceptance. Seller hereby accepts the said offer of the Purchaser. Such offer and Acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. Purchase Price. The purchase price for the Subject Property is Two Million and 00/100 Dollars (\$2,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

A. First Installment. Upon clearance of all inspections to be completed at the Purchaser's desire One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) will be paid by the Purchaser to the Seller at the time of Closing (defined below). The monies due at Closing shall be transferred to Seller in exchange for a warranty deed (the "Deed") conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to those easements and restrictions of record as are agreeable to Purchaser in its sole discretion. Any existing liens, land contracts and mortgages shall be discharged at Closing, with Seller being responsible for any prepayment penalties thereon.

B. Second Installment. The balance of the Purchase Price in the amount of Five Hundred Thousand Dollars (\$500,000.00) will be paid to the Seller by the Purchaser one (1) year later to the Closing Date (defined below).

4. Conditions of Purchase.

A. The Seller will agree to lease back the Subject Property from the Purchaser for a period of three (3) years from the Closing Date for One Dollar (\$1.00) per year. The Purchaser will enter into a separate lease agreement with the Seller at Closing and the Seller will continue occupancy during the three (3) year lease term. The execution of a mutually acceptable lease is a condition precedent to the Seller's obligation to proceed to Closing.

B. The Seller agrees to be physically and financially responsible for maintaining the Subject Property and all of its systems at the same level and duty of care, as at the Closing Date during the three (3) year lease period. The Purchaser agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Purchaser and Seller proportioned to the party that receives the greatest benefit for such endeavor. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith. For purposes of this subsection B and subsection C below, "the greatest benefit for such endeavor" shall be determined by apportioning the useful life of the item in question, and allocating the cost of such item to Seller for the portion of the useful life attributable to the term of the lease, and allocating the remainder of the cost to Purchaser.

C. The Seller agrees to be physically and financially responsible for all repairs, replacements and maintenance of any and all equipment, including, but not limited to HVAC systems, electrical systems, utility systems and personal property during the three (3) year lease

period. The Purchaser agrees that in order to satisfy this paragraph, any costs for each individual project in excess of Twenty-five Thousand Dollars (\$25,000.00) shall be shared by the Purchaser and Seller proportioned to the party that receives the greatest benefit for such endeavor. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith.

D. The purchase of the Subject Property is subject to a condition precedent that the 501(c)(3) non-profit organization called NEXT which has been serving the community of Birmingham and its neighbors for over forty (40) years offering support services and programs that focus in allowing older adults to live independently, will secure a written three (3) year commitment from the Birmingham School District for the present and continued use of Midvale School, which is owned by the Birmingham School District, located at 2121 Midvale St., Birmingham, MI 48009.

E. Once the three (3) year lease term between the Seller and the Purchaser is completed, in 2026, the Seller may enter into a successive lease with the Purchaser wherein the Seller will maintain a presence providing for YMCA services for the community and utilizing approximately 10,000 square feet of the Subject Property.

F. During the initial three (3) year lease term (the effective date is 2023-2026), the Seller will begin integration and working collectively with the Purchaser and NEXT in order to continue to provide YMCA services for the community. However, the City will not participate in any pool related improvements, including and without limitation, any repairs, equipment replacements, improvements, capital improvements, maintenance or changes or any costs associated therewith.

G. The purchase and Closing of the Subject Property is conditional and dependent upon the Purchaser's satisfaction with the due diligence and exploratory analysis of environmental studies, structural analysis, title searches, surveys, appraisal, site plan development, utility assessments and all other analysis and assessments in order to satisfy the Purchaser of the integrity of the Subject Property. The structural analysis and environmental studies have been completed as of the Effective Date.

H. Any future improvements to the Subject Property and costs for improvements are not part of this Agreement, but will need to be developed in the future with NEXT, the Seller and Purchaser. There will be separate sources of funding for any future improvements, evaluations, and enhancements and agreements to perform such improvements. Notwithstanding anything to the contrary contained in this Agreement or in the lease, the Purchaser will not participate in any pool-related repairs, equipment replacements, improvements, capital improvements, maintenance or changes.

## 5. Evidence of Title.

A. Title Commitment. As evidence of Title, Purchaser shall obtain a Commitment for an A.L.T.A. fee owner's policy of title insurance with extended coverage to be

marked up and/or issued at Closing (with a final policy (the "Title Insurance Policy") issued as soon as possible thereafter) without standard exceptions, in the amount of the total Purchase Price (the "Commitment"), which Commitment shall be issued by Seaver Title Agency, whose address is 42651 Woodward Ave., Bloomfield Twp., MI 48304 ("Title Company"), the same to bear a date later than the Effective Date, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which Purchaser has not objected or if objected to which Purchaser has waived in writing. Purchaser shall, at the time of Closing, order the Title Insurance Policy from the Title Company pursuant to said Commitment. The Title Insurance Policy shall include a tax parcel endorsement insuring that the Subject Property is its own separate tax parcel and such other endorsements as Purchaser may request and it shall be Seller's obligation to meet all of the requirements imposed by the Title Company to issue such endorsements. The cost of said Commitment and Title Insurance Policy shall be paid for by Seller and Purchaser shall be responsible for the cost with respect to all title endorsements requested by Purchaser. The Title Insurance Policy to be issued to Purchaser at Closing shall be free of all mechanic's lien exceptions and Seller shall be responsible for taking such actions as may be required including, without limitation, providing an indemnity to Title Company to insure that the Title Insurance Policy is issued without any mechanic's lien exceptions.

B. Survey. Seller agrees to furnish or cause to be furnished to Purchaser, within five (5) days following the Effective Date, Seller's existing A.L.T.A. boundary survey of the Subject Property, if any (the "Survey"). Thereafter, Purchaser shall have the right to obtain a current A.L.T.A. boundary survey (the Updated Survey"), at Purchaser's sole cost and expense.

C. Objections. If objection to the title is made by Purchaser within ten (10) business days following Purchaser's receipt of the last of the Title Commitment, legible copies of all items of record and the Updated Survey, stating that the title is not satisfactory to Purchaser, Seller shall have ten (10) business days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above satisfactory to Purchaser in all respects, or (3) to notify Purchaser that Seller is unable to remedy all such objections after using best efforts to do so; provided, that Purchaser may elect to waive such defects and proceed with this transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts, Seller shall pay such amounts and cause such liens or encumbrances to be paid off and released at or prior to Closing. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within fifteen (15) days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable to remedy the title or obtain title insurance within the time specified, Purchaser may elect to terminate this Agreement, without penalty or cost to Purchaser.

6. Possession. Exclusive ownership shall be delivered to Purchaser at the time of Closing. However, possession will continue with the Seller by entering a lease for a period of three (3) years from the Closing Date for the cost of One Dollar (\$1.00) annually (the effective date is 2023-2026).

7. Representations, Warranties and Covenants. Seller represents and warrants unto Purchaser, as of the Effective Date and as of the Closing Date, as follows:

A. Seller has good, marketable and insurable fee simple title to the Subject Property, free and clear of all mortgages, liens, encumbrances, leases, occupancy agreements, security interests, covenants, conditions, restrictions, rights of way, easements, judgments, or other matters affecting title except for the Permitted Exceptions and any mortgages, liens or other encumbrances to be paid by Seller at Closing as provided herein, Seller will not cause any modification thereof through, to and including the Closing Date. Seller has the authority on behalf of itself and all other persons or entities who may have an interest in the Subject Property to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at Closing do not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Subject Property is subject.

B. Seller has not received any notice that the Subject Property or any portion thereof is situated, used, or operated in violation of and, to the best of Seller's knowledge the Subject Property is not situated, used, or operated in violation of, any law, court order, regulation, ordinance or requirement of, county, state or federal governmental authority.

C. To the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, there are no patent or latent defects or adverse facts or dangerous conditions that exist upon the Subject Property, the Improvements and every part thereof and all appurtenances thereto, including, but not limited to, the heating, air conditioning, plumbing, sanitary sewer, roof, fire prevention system, mechanical and electrical, pool equipment and all other systems, are in a good state of repair and are in good working order and not in need of any repairs and/or replacements.

D. The parties executing this Agreement on behalf of Seller have the full power and authority to enter into and perform this Agreement on behalf of Seller.

E. To the actual knowledge of Seller, all information of Seller provided to Purchaser heretofore or hereafter to be provided, including the information referred to on Exhibit "C" attached hereto, are true, correct and genuine in all material respects.

F. There are no lawsuits, condemnation proceedings, administrative proceedings or environmental investigations, pending or, to the actual knowledge of Seller, threatened, affecting the Subject Property or Seller's ability to convey same and there are no special assessments, charges or other obligations or improvements affecting the Subject Property.

G. There are no leases, occupancy agreements or other contracts, written or oral, express or implied, with respect to the Subject Property and notwithstanding anything contained herein to the contrary, the Building will be unoccupied on the Closing Date, subject to the rights of Seller under the lease as provided in Section 4 above.

H. There are no rights of first refusal, rights of first offers or other preferential rights with respect to the Subject Property.



I. To the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, no Hazardous Materials are situated upon or buried in the Subject Property, and neither Seller nor any user nor its or their respective agents or employees are in violation of any Environmental Laws. Neither Seller or any tenant or affiliate of Seller have used, generated, treated, released, stored or disposed of any Hazardous Materials in, on, under or about the Subject Property except in strict compliance with all Environmental Laws. Seller further represents and warrants, to the actual knowledge of Seller, except as disclosed in the Due Diligence Information or otherwise in connection with Purchaser's Inspections, that: (i) the Subject Property and its present use complies with all Environmental Laws, all zoning, building and other land use matters and utility availability laws, ordinances and regulations; (ii) neither Seller nor the Subject Property is the subject of any pending or threatened investigation, inquiry or proceeding under any Environmental Laws; and (iii) there are no underground storage tanks situated in, on or under the Subject Property.

For the purposes of this Agreement, "Hazardous Materials" shall include, but shall not be limited to, chemical waste, toxic or hazardous substances, chemicals or wastes, solid waste and any other substances or materials regulated by any Environmental Laws, and shall include substances defined as "hazardous substances" or "toxic substances" in CERCLA, RCRA (as such acronyms are defined below), the Hazardous Materials Transportation Act and those substances defined as hazardous or contaminated waste in any federal, state or local laws and the regulations adopted and publications promulgated pursuant to said laws. For purposes of this Agreement the term "Environmental Laws" shall mean and include any and all laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority existing as of the Effective Date pertaining to health, air or water quality, hazardous substances, hazardous waste, waste disposal, air emissions or the environment, and relating to the Subject Property, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA"), the Federal Water Pollution Control Act Amendments, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976, as amended, ("RCRA"), the Hazardous Materials Transportation Act of 1975, as amended, the Safe Drinking Water Act, as amended, and the Toxic Substances Control Act, as amended. Likewise, the terms "hazardous substance", "release" and "threatened release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided that, to the extent the laws of the state where the Subject Property is located establish a meaning for "hazardous substance", "release", "solid waste" or "disposal" which is broader than that currently specified in CERCLA or RCRA, such broader meaning shall apply with regard to the Subject Property.

J. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at Closing.

The foregoing representations, warranties and covenants shall be continuing and be deemed remade by Seller as of the Closing Date with the same force and effect as if in fact made

at that time. All such representations, warranties and covenants shall survive the Closing and the execution and delivery of the Deed for a period of six (6) months. The continuing truth and correctness of the foregoing representations, warranties and covenants shall be conditions precedent to Purchaser's obligation to close under this Agreement.

If at any time Purchaser determines that any of the representations and warranties set forth above are incorrect or untrue or in the event that that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, at no penalty or cost to Purchaser, and in which event any costs incurred by due diligence of Purchaser shall be returned to Purchaser in addition to any other rights and remedies available to Purchaser as provided in this Agreement.

Subject to the representations and warranties of Seller as set forth in this Section 7 above and to any document delivered by Seller to Purchaser at Closing, Purchaser acknowledges and agrees that neither Seller nor any of Seller's agents, employees or representatives have made any, and Purchaser is not relying on any, representation or warranty regarding the Subject Property or the condition thereof or the suitability of the Subject Property for Purchaser's intended development or use thereof, and Purchaser is purchasing the Subject Property in its "as-is" condition as of the Closing, including, but not limited to, the environmental condition of the Subject Property, with all faults and defects, latent or patent.

8. Conditions Precedent. The obligation of Purchaser to close on the transaction contemplated herein shall be conditioned upon the recitations in Section 4, and upon each of the following conditions precedent:

A. Title and Survey. Satisfaction of the title and survey conditions of Section 4 hereof, including that the Title Company shall have irrevocably committed to issue the Title Insurance Policy or provided a satisfactory "marked up" title commitment to issue such Title Insurance Policy in the condition required herein and insuring Purchaser's ownership of the Subject Property.

B. Inspection Period. Purchaser and its agent shall have a period of ninety (90) days (the "Inspection Period") commencing from the date of Purchaser's receipt from Seller of the last to be received of (i) a fully executed, accepted copy hereof; and (ii) the Due Diligence Information (defined below) to:

(i) Inspect or cause to be inspected all aspects of the physical and economic condition of the Subject Property, access to which shall be freely granted to Purchaser and/or Purchaser's agents, representatives, at all reasonable times ("Inspections").

(ii) Obtain all necessary Purchaser's approvals as may be necessary, or required or prudent in Purchaser's sole judgment for Purchaser's intended use and development of the Subject Property (the "Governmental Approvals").

If Purchaser is not satisfied in its sole and exclusive discretion with the results of the inspections for any reason whatsoever, Purchaser may rescind this transaction by mailing written notice to Seller within three (3) business days following the expiration date of the Inspection Period. Purchaser shall have no obligations to notify Seller of any reasons for such rescission.

C. Due Diligence Information. Within five (5) days following the Effective Date, Seller shall provide Purchaser with copies of each of the due diligence materials identified on Exhibit "C" (the "Due Diligence Information").

D. Material Advance Changes. There shall be no material changes in the physical or economic condition of the Subject Property from the Effective Date to the Closing Date.

E. Representations and Warranties. All of Seller's representations, warranties and agreements contained herein shall be true and correct as of the Effective Date and on the Closing Date, which Seller shall certify to at Closing, and Seller shall not have, on the Closing Date, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

## 9. Closing.

A. The consummation of the transactions herein contemplated (the "Closing") shall take place at the offices of Purchaser's counsel or the Title Company fourteen (14) days after the later to occur of expiration of the Contingency Period, or such other date to be mutually agreed upon in writing by Purchaser and Seller (the "Closing Date"), provided that Purchaser shall not be obligated to close unless title can be conveyed in the condition required herein and all conditions to Purchaser's obligations have been satisfied or waived. Seller shall deliver exclusive possession of the Subject Property to Purchaser at Closing, subject only to the Permitted Exceptions, and all other conditions contained herein.

B. At Closing, Purchaser shall pay to Seller the Purchase Price, plus or minus prorations and other adjustments as provided herein, by wire transfer or certified or cashier's check, and Purchaser shall execute a closing statement and such other documentation as the Title Company may reasonably require to consummate the transactions described herein.

C. Seller shall pay its own attorneys' fees, state and county transfer taxes, the title premium for the Title Insurance Policy and the recording fees for any curative instruments. Purchaser shall pay its own attorneys' fees, and the recording fee for the Deed. The parties shall share equally in the cost of any Title Company documentation or escrow fees. All costs or expenses of performance of obligations hereunder and of the consummation of the transactions contemplated herein that have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense. The provisions of this paragraph shall survive the Closing and delivery of the Deed.

10. Closing Adjustments. The following shall be apportioned against sums due Seller at Closing:

A. All real and personal property taxes and special assessments of whatever nature and kind which have become due and payable or are delinquent as of the Closing Date shall be paid and discharged by Seller. All taxes for periods prior to Closing which have not yet been paid shall be prorated at Closing in accordance with local custom with Seller responsible for taxes on the Closing Date and, if Closing occurs prior to the receipt by Seller of the tax bill for the Subject Property for the applicable tax period, credit for taxes shall be based upon the one hundred fifteen (115%) percent of the most recent ascertainable assessed valuation.

B. Seller shall be responsible to pay all state, county, city and other real estate conveyance, tangible, intangible, stamp and similar taxes and any other transfer taxes due upon Closing or required to be paid upon recording of the Deed.

11. Casualty. Until the day of Closing and actual exchange of legal title for the consideration to be paid hereunder, all risk of loss with respect to the Subject Property shall be borne by Seller. In the event of destruction or damage to the Subject Property prior to the Closing Date, Purchaser shall, at its option, have the right to (i) cause Seller to repair all damage to the condition existing prior to the destruction or damage; (ii) take the proceeds of the insurance, requiring Seller to pay the deductible amounts and proceed and go forward with the transaction, or (iii) declare the transaction to be void and of no further force and effect and Purchaser shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder.

12. Condemnation. In the event that notice of any action, suit or proceeding shall be given prior to the Closing Date for the purpose of condemning any part of the Subject Property, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at Closing.

13. Indemnity.

Seller shall indemnify, defend and hold Purchaser harmless from and in respect to any claims asserted by claimants against Seller or of the Subject Property up to and including the Closing Date. In no event shall Purchaser assume any liability of Seller. The parties acknowledge that this is not a sale of a business nor shall Purchaser be deemed a successor of Seller.

14. Seller's Covenants. From the Effective Date until the Closing Date:

A. Seller shall maintain the Subject Property in the same manner as the same has heretofore been maintained and shall permit no wasting of the Subject Property.

B. Seller shall not enter into any lease, lease amendment, license or occupancy agreement of any kind, without Purchaser's prior written consent, in each such instance.

C. Seller shall not transfer any of the Subject Property, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract or other agreement affecting the Subject Property which is not cancelable on and as of the Closing Date without Purchaser's prior written consent, in each such instance.

15. Broker. Seller and Purchaser do hereby certify, represent and warrant, each to the other, that they have not engaged, enlisted, employed or otherwise made use of any real estate broker or salesperson in connection with this sale. Seller shall indemnify, defend the Purchaser and their respective successors and assigns, harmless with respect to any claim of any real estate broker or salesperson claiming a commission and/or damages through or under the indemnifying party in connection with this transaction, including, without limitation, reasonable attorneys' fees, court costs and legal expenses.

16. Governing Law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

17. Binding Effect. This Agreement shall bind the parties hereto, their respective heirs and assigns. Purchaser may freely assign its interest hereunder. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.



18. Notices. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid, or (iv) when sent by facsimile or electronic (pdf) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows:

If to Seller:

Helene Weir, President & CEO  
YMCA of Detroit  
1401 Broadway, Suite 3A  
Detroit, Michigan 48266  
Telephone: (313) 223-2496 or (602) 795-2211  
E-Mail: Helene.weir@ymcadetroit.org

If to Purchaser:

Thomas M. Markus, City Manager  
City of Birmingham  
151 Martin Street  
Birmingham, MI 48009  
Telephone: (248) 530-1809  
E-Mail: tmarkus@bhamgov.org

With a Copy to:

Mary M. Kucharek, City Attorney  
Beier Howlett, P.C.  
3001 W. Big Beaver Rd., Ste. 600  
Troy, MI 48084  
Telephone: (248) 282-1075  
E-Mail: mkucharek@bhlaw.us.com

19. Time for Performance. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Real Estate is located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state. TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

20. Entire Agreement. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements undertakings, promises, warranties, or covenants not contained herein.

21. Survival. The terms, conditions, covenants and other provisions of this Agreement shall survive the Closing.

22. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date signed by Purchaser shown below and Seller has accepted same on the date signed by Seller shown below.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**SELLER:**

**YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF METROPOLITAN  
DETROIT**

By: \_\_\_\_\_  
Helene Weir, President & CEO

Date signed by Seller: \_\_\_\_\_, 2023

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared HELENE WEIR, President and CEO who acknowledged that, with authority on behalf of Young Men's Christian Association of Metropolitan Detroit to do, so she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

SELLER:

YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF METROPOLITAN  
DETROIT

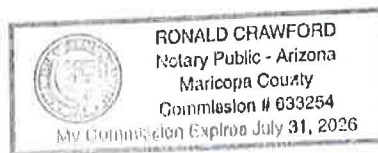
By: Helene Weir  
Helene Weir, President & CEO

Date signed by Seller: 5.25, 2023

STATE OF MICHIGAN     )  
                                          ) ss:  
COUNTY OF OAKLAND    )

On this 05 day of 25, 2023, before me personally appeared HELENE WEIR, President and CEO who acknowledged that, with authority on behalf of Young Men's Christian Association of Metropolitan Detroit to do, so she signed this Agreement.

Ronald Crawford Notary Public  
Maricopa County, Michigan AZ  
Acting in Maricopa County, Michigan AZ  
My commission expires: 07-31-2024



**PURCHASER:**

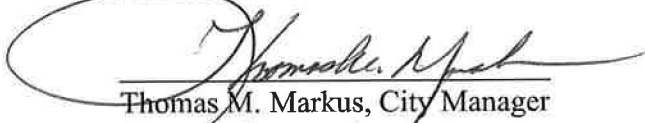
**CITY OF BIRMINGHAM**

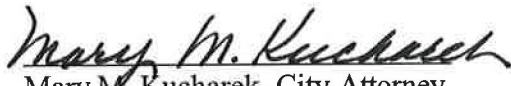
By:   
Therese Longe, Mayor

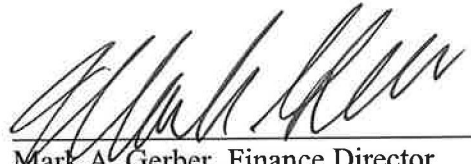
By:   
Alexandria D. Bingham, City Clerk

Date signed by Purchaser: May 5, 2023

**APPROVED:**

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

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

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

**EXHIBITS:**

Exhibit "A"    Legal Description  
Exhibit "B"    Plat Map  
Exhibit "C"    Subject Property Information



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The following legal description is from the site survey conducted by Raymond J. Donnelly & Associates dated December 1986.

Lots 5-14 both inclusive except the northerly 3' thereof, all of lots 15, 16, 17, 18, 64, 65, 66 and 67 of "Birmingham-Woodward Subdivision" of part of the Northwest ¼ of the Southeast ¼ of Section 36, T. 2N, R. 10E. Bloomfield Twp., Oakland County, Michigan, Recorded in L. 40, /P. 23 of Plats, Oakland County Records.

Commonly known as: 400 E. Lincoln Street, Birmingham, Michigan  
48009

Tax Parcel No.: 08-19-36-403-032

**EXHIBIT “B”**

**PLAT MAP**

**Plat Map**



Birmingham Family YMCA



**7B**

**EXHIBIT "C"**  
**SUBJECT PROPERTY INFORMATION**

Seller shall provide Purchaser with copies of any of the following items currently in its possession and control:

1. Copies of existing title policies.
2. Copies of existing surveys.
3. Copies of existing in-house and third-party property condition assessments ("PCA's") or other report assessing the physical condition of the Subject Property.
4. Copies of existing environmental reports including phase I ESA's and/or phase II ESA's; copies of existing geotechnical reports and soil testing reports and analyses.
5. Copies of the current and past three (3) years of utility bills.

January 8, 2026

Dear Birmingham Family YMCA Member,

As promised, we are writing to keep you informed about the future of the Birmingham Family YMCA. We know this update carries difficult news, and we want to share it with care, transparency, and gratitude for the community that has meant so much to all of us.

**Overview**

In 2023, the YMCA of Metropolitan Detroit sold the Birmingham Family YMCA building, located at 400 E. Lincoln, Birmingham, MI 48009, to the City of Birmingham. This decision reflected an unfortunate convergence of factors, including mounting deferred maintenance and the lasting financial challenges of the COVID-19 pandemic. While either issue in isolation could have been addressed, together they significantly limited our ability to sustain the building in a way that meets the standards our members and community deserve.

Following the sale, we explored developing a new, shared facility in partnership with the City of Birmingham and NEXT. While this vision was inspiring, the resources needed to bring it to life were not available within the required timeline.

**Permanent Closure**

After careful consideration, the Birmingham Family YMCA located at 400 E. Lincoln, Birmingham, MI 48009, will permanently close April 30, 2026.

We recognize how deeply this news affects our members and the broader community. This was not a decision made lightly, and it is not the outcome anyone hoped for.

**Programs and Services**

Programs and services will continue as scheduled through March 31, 2026. Some services may be reduced depending on staff availability, and we will communicate any changes as they arise.

From April 1 through April 30, 2026, the wellness center and pool will remain open. No additional classes will be offered during this final month.

**Summer Day Camp**

We are planning to offer a Summer Day Camp in 2026. Once details are finalized, we will share more information with you.

**With Gratitude**

We understand the sadness and sense of loss this brings. The Birmingham Family



YMCA has touched the lives of thousands of children, teens, adults, and families over the years, and its impact will always be part of our Y story.

We are deeply grateful to our members, volunteers, donors, and staff who have made this YMCA such a special place.

**In appreciation of your loyalty, current Birmingham Family YMCA members will receive one free month of membership at any of our six YMCA of Metropolitan Detroit locations if you transfer your membership by September 1, 2026.**

Our locations:

- South Oakland Family YMCA – Royal Oak
- Farmington Family YMCA – Farmington Hills
- Boll Family YMCA – Detroit
- Southgate Family YMCA – Southgate
- Macomb Family YMCA – Mt. Clemens
- Carls Family YMCA – Milford

You can view location details online at [ymcadetroit.org/detroit-ymca-locations](https://ymcadetroit.org/detroit-ymca-locations).

While this chapter is coming to a close, our commitment to you and to strengthening communities remains strong. We hope you will stay connected with the YMCA and continue your journey with us at one of our other locations.

Thank you for being part of the Birmingham Family YMCA and for all you have meant to our Y community.

With appreciation and hope for the future,

**Parrish Underwood**

President and CEO

YMCA OF METROPOLITAN DETROIT

# AIA® Document B104® – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 20th day of January in the year 2026  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Birmingham  
151 Martin Street  
Birmingham, MI 48009

and the Architect:  
(Name, legal status, address and other information)

Neumann/Smith Architecture  
400 Galleria Officentre, Suite 555  
Southfield, MI 48034

for the following Project:  
(Name, location and detailed description)

NEXT Renovation  
400 East Lincoln  
Birmingham, MI 48009

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

A limited scope of interior renovation to support the needs of NEXT. The Owner and Architect shall work together to establish a scope of work that fits within the client's budget. The owner will establish a budget for the scope of work prior to the commencement of interior design services.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the

requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability  
5 million aggregate
- .2 Automobile Liability  
1 million aggregate
- .3 Workers' Compensation  
1 million aggregate
- .4 Professional Liability  
2 million per claim  
2 million aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary , - services. Services not set forth in this Article 3 are Supplemental or Additional Services. The architects' services are limited to interior design services only. Refer to architect's proposal letter dated 1/19/2026

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, and assist the Owner with obtaining updates to the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 -.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful



performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services as requested by owner on an hourly basis ( -- ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within six ( 6 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as

structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. The architect's estimate of cost shall be based on previous data and general estimates of cost. The architect will assist the owner in obtaining reasonable estimates of cost via other construction managers upon the owner's approval.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. -

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work = the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; =

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance



with applicable law in any court having jurisdiction thereof.

#### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Zero

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum**  
*(Insert amount)*  
  
\$74,000 lump sum
- .2 Percentage Basis**  
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section

11.6.

**.3 Other**  
(Describe the method of compensation)

**§ 11.2** For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

An hourly rate shall be approved in writing prior to all supplemental services

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

An hourly rate shall be approved in writing prior to any additional services

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

|                              |        |                              |
|------------------------------|--------|------------------------------|
| Design Phase                 | forty  | percent ( 40 %)              |
| Construction Documents Phase | sixty  | percent ( 60 %)              |
| Construction Phase           | hourly | percent ( 0 %)               |
| Total Basic Compensation     |        | one hundred percent ( 100 %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

For all additional and/or supplemental services an average hourly rate of \$175/hr will be charged.

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1** Transportation and authorized out-of-town travel and subsistence;
- .2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3** Permitting and other fees required by authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

## § 11.9 Payments to the Architect

### § 11.9.1 Initial Payment

An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

five % 5%/month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

1. The scope of work by the architect is limited to interior design services only. Requirements to alter mechanical, electrical, plumbing and or fire protection systems shall be the responsibility of others retained by the owner.
2. FF&E services are not included as part of this proposal. Architect may assist owner with FF&E is requested under a separate proposal.
3. The architect shall have no responsibility to discover or remedy hazardous materials that may be present. The owner shall be responsible for discovery and mitigation of any hazardous materials present.
4. Exterior building conditions assessment and/or alterations are not part of the architects' scope of work
5. For clarification, please note that the architect is available to provide services during construction as outlined in section 3.4 on an hourly basis as needed per the proposal dated 1/19/2026. These services would be provided on an hourly basis at a flat rate of \$175/hour.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be

amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

N/A

.3 Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

The Architect's proposal dated 1/19/2026 shall be included as additional information and clarification of project scope.

.4 Other documents:

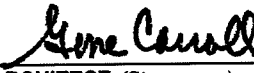
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature)

BY: Jana Ecker, City Manager

*(Printed name and title)*

  
\_\_\_\_\_  
ARCHITECT (Signature)

BY: Gene Carroll, EVP

*(Printed name, title, and license number if required)*



# Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:28:35 EST on 01/22/2026.

## Changes to original AIA text

### PAGE 1

### PAGE 3

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary ~~structural, mechanical, and electrical engineering~~ services. Services not set forth in this Article 3 are Supplemental or Additional Services. The architects' services are limited to interior design services only. Refer to architect's proposal letter dated 1/19/2026

### PAGE 4

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, ~~update~~ and assist the Owner with obtaining updates to the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 ~~The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.~~

### PAGE 6

### PAGE 7

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. The architects estimate of cost shall be based on previous data and general sf estimates of cost. The architect will assist the owner in obtaining reasonable estimates of cost via other

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User Notes:

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construction managers upon the owners approval.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. ~~If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.~~

PAGE 8

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work ~~due to market conditions the Architect could not reasonably anticipate,~~ the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; ~~otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

PAGE 9

PAGE 12

PAGE 13

1. For clarification, please note that the architect is available to provide services during construction as outlined in section 3.4 on an hourly basis as needed per the proposal dated 1/19/2026. These services would be provided on an hourly basis at a flat rate of \$175/hour.

PAGE 14

Variable Information

PAGE 1

**AGREEMENT** made as of the 20th day of January in the year 2026

City of Birmingham  
151 Martin Street

Birmingham, MI 48009

Neumann/Smith Architecture

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400 Galleria Officentre, Suite 555

Southfield, MI 48034

NEXT Renovation

400 East Lincoln

Birmingham, MI 48009

**PAGE 2**

A limited scope of interior renovation to support the needs of NEXT. The Owner and Architect shall work together to establish a scope of work that fits within the client's budget. The owner will establish a budget for the scope of work prior to the commencement of interior design services.

**PAGE 3**

5 million aggregate

1 million aggregate

1 million aggregate

2 million per claim

2 million aggregate

**PAGE 6**

§ 4.2.2 The Architect has included in Basic Services as requested by owner on an hourly basis ( -- ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within six ( 6 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**PAGE 9**

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

**PAGE 10**

Zero

N/A

**PAGE 11**

\$74,000 lump sum

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PAGE 12

An hourly rate shall be approved in writing prior to all supplemental services

An hourly rate shall be approved in writing prior to any additional services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

|                              |                              |                        |
|------------------------------|------------------------------|------------------------|
| Design Phase                 | <u>forty</u>                 | percent ( <u>40</u> %) |
| Construction Documents Phase | <u>sixty</u>                 | percent ( <u>60</u> %) |
| Construction Phase           | <u>hourly</u>                | percent ( <u>0</u> %)  |
| <hr/>                        |                              |                        |
| Total Basic Compensation     | one hundred percent ( 100 %) |                        |

For all additional and/or supplemental services an average hourly rate of \$175/hr will be charged.

PAGE 13

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

five % 5%/month

1. The scope of work by the architect is limited to interior design services only. Requirements to alter mechanical, electrical, plumbing and or fire protection systems shall be the responsibility of others retained by the owner.
2. FF&E services are not included as part of this proposal. Architect may assist owner with FF&E is requested under a separate proposal.
3. The architect shall have no responsibility to discover or remedy hazardous materials that may be present. The owner shall be responsible for discovery and mitigation of any hazardous materials present.
4. Exterior building conditions assessment and/or alterations are not part of the architects' scope of work

PAGE 14

N/A

The Architect's proposal dated 1/19/2026 shall be included as additional information and clarification of project scope.

## **Certification of Document's Authenticity**

### **AIA® Document D401™ – 2003**

I, Gene Carroll, EVP, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:28:35 EST on 01/22/2026 under Order No. 20240064615 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Executive Vice President  
(Title)

January 22, 2026  
(Dated)





## MEMORANDUM

City Manager's Office

**DATE:** January 26, 2026  
**TO:** City Commission  
**FROM:** Jana Ecker, City Manager  
**SUBJECT:** Extension of YMCA Lease for 400 E. Lincoln Street, Birmingham

---

### INTRODUCTION:

The City of Birmingham was presented with an opportunity to purchase the YMCA building and land in the City of Birmingham for the future home of our senior service organization, NEXT, and for the ongoing services provided by the YMCA. The purchase agreement with the YMCA and the memorandum of understanding with NEXT regarding the property was approved by the City Commission on June 5, 2023.

### BACKGROUND:

After approval of a purchase agreement with the YMCA, the City and the YMCA entered into a three year lease for the use of the property at 400 E. Lincoln. This lease allowed for a transition period during which the YMCA continued to operate in the building, and to pay utility costs and building and property maintenance costs, while allowing the City access to the building and property as needed for future planning and upgrades. This lease expires on July 26, 2026.

The City approached the YMCA about extending the lease through the end of 2026, and previously the YMCA indicated that they did not wish to extend. However, the YMCA has recently finalized their transition plans for the Birmingham YMCA location, and have sent notice to all of their members that the Birmingham YMCA location will permanently close on April 30, 2026. The YMCA has determined that all of their programs and services will continue as scheduled through March 31, 2026, subject to staff availability. For the month of April 2026, the wellness center and pool will remain open. No additional classes will be offered during this final month. The email also noted that the YMCA was investigating the ability to operate their summer day camps.

At this time, the YMCA has requested an extension of the current lease set to expire on July 26, 2026. Accordingly, please find attached an Addendum to extend the lease between the YMCA and the City through August 31, 2026. This extension will allow the YMCA to offer summer day camp programs at the Birmingham location for another year.

### LEGAL REVIEW:

The City Attorney has drafted and recommends approval of the proposed addendum with the YMCA.

**FISCAL IMPACT:**

The Addendum to the Lease Agreement with the YMCA will allow the City to recover additional building operation and maintenance costs as plans are finalized for the design and renovations needed at 400 E. Lincoln to accommodate Next in the spring of 2027.

**SUSTAINABILITY:**

All future renovations will consider the use of sustainable materials, low VOC paint, energy efficient systems and fixtures, and/or alternative energy sources or other green elements.

**DESIGN CONSIDERATIONS:**

None.

**PUBLIC COMMUNICATIONS:**

Discussion of the future of the building at 400 E. Lincoln has been ongoing for approximately three years at many public meetings.

**SUMMARY:**

The City Commission is asked to approve an Addendum to the existing lease agreement with the YMCA to allow the YMCA to offer their summer camp programs for another year.

**ATTACHMENTS:**

1. 1/8/26 YMCA Email to Members
2. Signed Addendum to Lease Agreement

**SUGGESTED COMMISSION ACTION:**

Make a motion to adopt a resolution to approve the Addendum to the Lease Agreement Between the City of Birmingham and the Young Men's Christian Association of Metropolitan Detroit to extend the lease through August 31, 2026 to allow the YMCA to offer summer camp programs in Birmingham for another year, and further to direct the Mayor and City Clerk to sign the Addendum to the Lease Agreement.

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

**From:** "YMCA of Metropolitan Detroit" <[YMCAofMetropolitanDetroit@active.com](mailto:YMCAofMetropolitanDetroit@active.com)>

**To:** "[lisa\\_manasse@yahoo.com](mailto:lisa_manasse@yahoo.com)" <[lisa\\_manasse@yahoo.com](mailto:lisa_manasse@yahoo.com)>

**Sent:** Thu, Jan 8, 2026 at 3:56 PM

**Subject:** Birmingham Family YMCA Update

YMCA OF METROPOLITAN DETROIT

January 8, 2026

Dear Birmingham Family YMCA Member,

As promised, we are writing to keep you informed about the future of the Birmingham Family YMCA. We know this update carries difficult news, and we want to share it with care, transparency, and gratitude for the community that has meant so much to all of us.

### **Overview**

In 2023, the YMCA of Metropolitan Detroit sold the Birmingham Family YMCA building, located at 400 E. Lincoln, Birmingham, MI 48009, to the City of Birmingham. This decision reflected an unfortunate convergence of factors, including mounting deferred maintenance and the lasting financial challenges of the COVID-19 pandemic. While either issue in isolation could have been addressed, together they significantly limited our ability to sustain the building in a way that meets the standards our members and community deserve.

Following the sale, we explored developing a new, shared facility in partnership with the City of Birmingham and NEXT. While this vision was inspiring, the resources needed to bring it to life were not available within the required timeline.

### **Permanent Closure**

After careful consideration, the Birmingham Family YMCA located at 400 E. Lincoln, Birmingham, MI 48009, will permanently close April 30, 2026.

We recognize how deeply this news affects our members and the broader community. This was not a decision made lightly, and it is not the outcome anyone hoped for.

### **Programs and Services**

Programs and services will continue as scheduled through March 31,

2026. Some services may be reduced depending on staff availability, and we will communicate any changes as they arise.

From April 1 through April 30, 2026, the wellness center and pool will remain open. No additional classes will be offered during this final month.

### **Summer Day Camp**

We are planning to offer a Summer Day Camp in 2026. Once details are finalized, we will share more information with you.

### **With Gratitude**

We understand the sadness and sense of loss this brings. The Birmingham Family YMCA has touched the lives of thousands of children, teens, adults, and families over the years, and its impact will always be part of our Y story.

We are deeply grateful to our members, volunteers, donors, and staff who have made this YMCA such a special place.

**In appreciation of your loyalty, current Birmingham Family YMCA members will receive one free month of membership at any of our six YMCA of Metropolitan Detroit locations if you transfer your membership by September 1, 2026.**

Our locations:

- South Oakland Family YMCA – Royal Oak
- Farmington Family YMCA – Farmington Hills
- Boll Family YMCA – Detroit
- Southgate Family YMCA – Southgate
- Macomb Family YMCA – Mt. Clemens
- Carls Family YMCA – Milford

You can view location details online at [ymcadetroit.org/detroit-ymca-locations](https://ymcadetroit.org/detroit-ymca-locations).

While this chapter is coming to a close, our commitment to you and to strengthening communities remains strong. We hope you will stay

connected with the YMCA and continue your journey with us at one of our other locations.

Thank you for being part of the Birmingham Family YMCA and for all you have meant to our Y community.

With appreciation and hope for the future,

**Parrish Underwood**

President and CEO

YMCA OF METROPOLITAN DETROIT

This email was sent on behalf of YMCA of Metropolitan Detroit at 1401 Broadway Street, telephone number: (313) 223-2699

To stop receiving these emails, [click/tap here to unsubscribe](#)



**ADDENDUM TO THE LEASE AGREEMENT BETWEEN  
THE CITY OF BIRMINGHAM AND  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**

**THIS ADDENDUM** to the Lease Agreement dated July 26, 2023 by and between the **CITY OF BIRMINGHAM** (Lessor), having its principal municipal office at 151 Martin Street, Birmingham, MI and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT** (Lessee) having its principal office at 1401 Broadway, Suite 3A, Detroit, Michigan, 48266, does hereby amend Section II. Term and Rental subparagraph (a) of its original Lease Agreement dated July 26, 2023, as follows:

**II.**

**Term and Rental**

(a) At the request of the Lessee, acting through its President and CEO, Parrish Underwood, as set forth in the attached letter, the term of this Lease is hereby extended through August 31, 2026.

All other provisions of the Agreement by and between the City of Birmingham and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT** dated July 26, 2023 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the said parties have caused this Addendum to be executed on this 20th day of January, 2026.

**THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF METROPOLITAN  
DETROIT**

By: Parrish Underwood

Its: President and CEO

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF WAYNE )

On this 20th day of JANUARY, 2026, before me personally appeared PARRISH UNDERWOOD, who acknowledged that with authority on behalf of **THE YOUNG MEN'S**

**CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT** to do so he/she signed this Agreement.

JENNIFER CHAMPINE  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 10-27-2029  
Acting in the County of ~~MACOMB~~ **WAYNE**

  
\_\_\_\_\_  
Notary Public  
~~MACOMB~~ County, Michigan  
Acting in ~~MACOMB~~ **WAYNE** County, Michigan  
My commission expires: **10-27-29**

**CITY OF BIRMINGHAM**

Approved:

  
\_\_\_\_\_  
Jana Ecker, City Manager  
(Approved as to substance)

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

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



## MEMORANDUM

City Manager's Office

**DATE:** January 26, 2026  
**TO:** Jana Ecker, City Manager  
**FROM:** Melissa Fairbairn, Assistant City Manager  
**SUBJECT:** Community Survey Draft

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### INTRODUCTION:

The City Commission has engaged Cobalt Community Research to conduct a community survey to assess residents' perceptions of the City's services, amenities, and infrastructure. A work group of Commissioners, community members, and staff collaborated with Cobalt to draft the survey. The community survey will be distributed by mail to a statistically valid random sample of residents to gather reliable input for future decision-making.

### BACKGROUND:

At its September 15, 2025 regular meeting, the City Commission approved an agreement with Cobalt Community Research to conduct a community survey. The purpose of the survey is to collect reliable data to inform future policy and budget decisions and to ensure that resident perspectives are incorporated into the City's priorities and resource allocation.

In October 2025, a City work group was formed to provide guidance to Cobalt in developing the survey. The work group consists of two City Commissioners, two community members, and several City department heads. Members include Commissioners Andrew Haig and Bill Kolb; community members Debra Horner and Andrew McMecham; and staff members Mary Chavez, Mark Clemence, Melissa Coatta, Nick Dupuis, Melissa Fairbairn, and Marianne Gamboa. The work group met with William SaintAmour of Cobalt Community Research to discuss the goals and objectives of the survey and to provide direction on the initial draft. Following these meetings, Cobalt worked with City staff to further refine the survey to reflect the Commission's discussions at the August 25 and September 15, 2025 regular meetings.

The draft survey includes questions designed to measure residents' satisfaction with City services, amenities, and infrastructure. Many of these questions are structured to allow for reuse in future surveys, enabling the City to track changes in resident sentiment over time. The survey also includes questions intended to identify residents' service priorities within the City's budget, as well as their views on potential future projects and investments the Commission may consider.

Upon Commission approval of the survey questions, Cobalt will proceed with printing and

mailing the survey to a random sample of 2,000 Birmingham residents. If approved at this meeting, surveys are expected to be delivered to sampled households beginning in mid-February 2026. In addition, all residents will be invited to participate through an online version of the survey beginning in March 2026. Cobalt will analyze the responses from the random sample separately from those submitted through the open online survey.

Survey results will be presented to the City Commission in spring 2026. The data collected will be used to support long-range capital planning, establish priorities during the budget process, identify areas of strength and areas needing improvement, and evaluate the effectiveness of City communications. The Commission may also choose to conduct future community surveys to measure changes in community sentiment over time.

**LEGAL REVIEW:**

This item does not require a legal review.

**FISCAL IMPACT:**

At the September 15, 2025 regular meeting, the City Commission approved a contract with Cobalt Community Research in the amount of \$21,435.00 for the community survey.

**SUSTAINABILITY:**

The survey reflects the importance of sustainability by featuring a multipart question about the City's environmental and sustainability initiatives.

**DESIGN CONSIDERATIONS:**

There are no design considerations for this item.

**PUBLIC COMMUNICATIONS:**

The survey will be mailed to a 2,000-person random sample of Birmingham residents. Additionally, all residents will be invited to participate in an online version of the survey via e-blasts, social media posts, and the Around Town e-newsletter. The two sets of survey response data will be analyzed separately.

**SUMMARY:**

The Commission is requested to review the draft community survey prepared by Cobalt Community Research and provide direction to proceed with the distribution of the survey to the public.

**ATTACHMENTS:**

1. City of Birmingham Resident Study DRAFT 4

**SUGGESTED COMMISSION ACTION:**

Make a motion adopting a resolution approving the draft community survey and authorizing the distribution of the survey to the public.



## 2026 City of Birmingham Engagement and Priority Assessment -- DRAFT 4

Thank you for your participation in this Resident Engagement and Priority Assessment. All answers will remain confidential - your name will not be shared or linked with the results without your permission.

1. Please list up to three things you like most about the City of Birmingham?

2. Please list up to three things that you would like the City to improve in the next few years?

### Your Experiences in Birmingham in the Past Year

4. Please rate the **City of Birmingham's Police Department** on the following attributes using a scale from 1 to 6, where 1 means "**Poor**" and 6 means "**Excellent**." If you are not sure or have no opinion, please mark "**Don't Know**."

|                                                                    | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|--------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Respectful treatment of community members                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Traffic enforcement (speed, red lights, etc.)                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Community presence and visibility                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Response time to emergencies                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your confidence about the Police Department's skills and abilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Please think about **Birmingham's fire and emergency medical services** on the following attributes:

|                                                                  | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Fire coverage for the community                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire prevention education                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your confidence about response time to fires/medical emergencies | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your confidence about the Fire Department's skills and abilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

5. The City of Birmingham's public safety staff are focused on continuing to strengthen the services provided to the City. Please share suggestions or concerns you have about public safety services:



6. Please rate the **transportation infrastructure** in Birmingham and rate it on the following attributes:

|                                   | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Street maintenance/repair         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Traffic congestion on the roads   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Accommodation for bicycle traffic | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety of bicycle/scooter traffic | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety for pedestrians            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Sidewalk conditions               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7. Please rate the **parking infrastructure** in Birmingham and rate it on the following attributes:

|                                   | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| On-street metered parking         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Residential street parking        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking garages                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parking use by business employees | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

8. How can transportation/parking infrastructure be improved?

9. Next, rate the **utility services** (water, garbage, etc.) that you use:

|                                        | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|----------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Drinking water reliability/pressure    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Residential garbage collection service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Recycling service                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Yard waste collection                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Effectiveness of storm sewers          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

10. Briefly share suggestions or concerns you have about the utility services:

11. Rate the **community events** in Birmingham on the following:

|                                           | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Range and variety of offerings            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Arts and cultural events                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Events that appeal to me and my household | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. Which types of events/activities would you like to see more of in the City of Birmingham?

13. How frequently do you use the **parks and recreation** facilities and programs?

☐ Never
 ☐ 6-12 times a year
 ☐ More than 12 times a year
 ☐ Almost daily

☐ Fewer than 6 times a year

14. Please rate Birmingham's **parks and recreation** facilities and programs on the following attributes:

|                                                    | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|----------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Facilities that meet your needs                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Park cleanliness and grounds care                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Quality of recreational opportunities              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Variety of recreational opportunities              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Park restrooms                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Playgrounds for children of all ages and abilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

15. Briefly share suggestions or concerns you have about parks and recreational facilities.

16. Rate Birmingham's **natural resources, environmental, and sustainability initiatives**:

|                                                                                                     | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-----------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Use of native plants                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Management of public trees                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Installation of green stormwater infrastructure                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Stewardship of Rouge River and Quarton Lake                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Preservation of public open space                                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Greenhouse gas reduction                                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Educational opportunities about our natural resources, environmental and sustainability initiatives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

17. Briefly share suggestions or concerns you have about natural resources in the City and sustainability:

18. How have you contacted a City elected official in the past 12 months? **(Mark all that apply.)**

☐ I have not contacted a City official in the past 12 months
 ☐ In-person conversation
 ☐ Telephone
 ☐ Email
 ☐ Social media

19. Rate the **City of Birmingham elected officials** on the following:

|                                              | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Trustworthiness of elected leaders           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Communication with the community             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Spending dollars wisely                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Being open to resident ideas and involvement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

20. How have you contacted a City employee in the past 12 months? **(Mark all that apply.)**

☐ I have not contacted a City employee in the past 12 months
 ☐ In-person conversation
 ☐ Email
 ☐ GovAlert (phone app)
 ☐ Telephone
 ☐ Social media
 ☐ Website form

21. Consider all of your interactions with the City of Birmingham's **employees and staff** in the last 12 months and rate each item below.

|                                                 | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Appreciation of resident questions and concerns | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Employees are well-trained                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Communication with the community                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Level of professionalism                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Effectiveness in meeting your needs             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Overall customer service                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

22. Briefly share suggestions or concerns you have about City leadership or staff.

23. Consider all of your interactions with the City of Birmingham's **processes/services** in the last 12 months and rate each item below.

|                               | Poor= 1                  | 2                        | 3                        | 4                        | 5                        | Excellent= 6             | Don't Know               |
|-------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Building permitting process   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Billing and payment processes | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| City website                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Election administration       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Code enforcement              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

24. Consider your overall experiences in the last year with the City of Birmingham. Rate your satisfaction using a 6-point scale, where 1 means **"Very Dissatisfied"** and 6 means **"Very Satisfied."**

| Very Dissatisfied= 1     | 2                        | 3                        | 4                        | 5                        | Very Satisfied= 6        |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

25. On a scale where 1 means **"Not Likely"** and 6 means **"Very Likely,"** how likely are you to take the following actions?

|                                               | Not Likely= 1            | 2                        | 3                        | 4                        | 5                        | Very Likely=6            | Don't Know               |
|-----------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Recommend the community as a place to live    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Remain living here <b>five</b> years from now | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Be a community volunteer                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

26. Overall, what improvements would have the biggest impact on you and your family based on your experience in recent years?

27. Overall, what are good things you would like to recognize and encourage based on your experience in recent years?

## Planning and Future Budget Considerations

28. As you consider the City's existing budget, which six services/programs below are the biggest priorities for the people living in your household? (Mark up to 6.)

- |                                                                                        |                                                                          |                                                                 |                                                          |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Bicycle lanes and paths                                       | <input type="checkbox"/> Curbside recycling                              | <input type="checkbox"/> Police services                        | <input type="checkbox"/> Stormwater management           |
| <input type="checkbox"/> Building inspection/permitting                                | <input type="checkbox"/> Attracting and supporting local businesses      | <input type="checkbox"/> Recreation programs and classes        | <input type="checkbox"/> Street lighting improvements    |
| <input type="checkbox"/> Community activities                                          | <input type="checkbox"/> Fire/ambulance service                          | <input type="checkbox"/> Responsiveness to code complaints      | <input type="checkbox"/> Street maintenance improvements |
| <input type="checkbox"/> City communications with residents                            | <input type="checkbox"/> Garbage collection                              | <input type="checkbox"/> Senior activities, social events, etc. | <input type="checkbox"/> Tree maintenance/replacement    |
| <input type="checkbox"/> City park improvements (playgrounds, trails, restrooms, etc.) | <input type="checkbox"/> Yard waste collection                           | <input type="checkbox"/> Sidewalk improvements                  |                                                          |
|                                                                                        | <input type="checkbox"/> Natural resource and sustainability initiatives |                                                                 |                                                          |

29. If you want to improve the areas you selected above, how should the City pay for the improvements? (Mark up to 2.)

- |                                                                                  |                                                                                            |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <input type="checkbox"/> City should fund by shifting dollars in existing budget | <input type="checkbox"/> I'm willing to provide additional dollars to see the improvements |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

30. The City hears a diverse range of ideas and suggestions from residents. Your insights to guide planning efforts is helpful. Please review the statements below and rate your level of agreement where 1 is "Strongly Disagree" and 6 is "Strongly Agree."

|                                                                                                                            | Strongly Disagree= 1     | 2                        | 3                        | 4                        | 5                        | Strongly Agree= 6        | Don't Know               |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Redevelop 400 E. Lincoln to provide a senior center                                                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Redevelop 400 E. Lincoln to provide a community center                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Accelerate funding for improved and unimproved roads by creating a separate, dedicated portion of property taxes (millage) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Develop unimproved (such as cape seal) roads through City-wide, dedicated portion of property taxes (millage)              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Update/renovate City Hall to improve efficiency and address functional and environmental concerns                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Increase residential space by allowing buildings taller than five stories                                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Improve the walkability and safety of crossing Woodward Avenue                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Develop a new police station                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Engage in public/private partnerships on public land                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

31. If you disagree with one or more of the proposals above, briefly tell us more about your opinions to help us better understand your perspective.

## Communication Preference

32. How do you prefer to receive information from the City (events, programs, updates, etc.)? (Mark all that apply.)

- |                                       |                                                           |                                                                              |                                               |
|---------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Newspaper    | <input type="checkbox"/> The Around Town e-newsletter     | <input type="checkbox"/> City social media @bhamgov (Facebook and Instagram) | <input type="checkbox"/> U.S. mail            |
| <input type="checkbox"/> Email        | <input type="checkbox"/> Birmingham Beat print newsletter | <input type="checkbox"/> City YouTube channel                                | <input type="checkbox"/> Text message         |
| <input type="checkbox"/> City website | <input type="checkbox"/> Utility bill insert              | <input type="checkbox"/> City Vimeo channel                                  | <input type="checkbox"/> Public Cable Channel |

33. Which social media do you use? (Mark all that apply.)

- |                                    |                                    |                                      |                                |
|------------------------------------|------------------------------------|--------------------------------------|--------------------------------|
| <input type="checkbox"/> Facebook  | <input type="checkbox"/> Pinterest | <input type="checkbox"/> TikTok      | <input type="checkbox"/> Vimeo |
| <input type="checkbox"/> Instagram | <input type="checkbox"/> Snapchat  | <input type="checkbox"/> X (Twitter) | <input type="checkbox"/> Other |
| <input type="checkbox"/> LinkedIn  | <input type="checkbox"/> Reddit    | <input type="checkbox"/> YouTube     | <input type="checkbox"/> None  |

**The following questions are for analysis only and will not be used in any way to identify you**

- How long have you been living in this community? ☐ 1-5 years ☐ 6-10 years ☐ 10 years+
- Do you own or rent/lease your residence? ☐ Own ☐ Rent/Lease
- Is your place of employment located in Birmingham? ☐ Yes ☐ I am a remote worker ☐ No, a different community ☐ Not currently employed ☐ I am retired
- What is your age group? ☐ 18 to 24 ☐ 25 to 34 ☐ 35 to 44 ☐ 45 to 54 ☐ 55 to 64 ☐ 65+
- Mark the boxes that describe the people living in your house (other than yourself and/or a spouse). (Mark all that apply.) ☐ Child(ren) age 12 or under ☐ Child(ren) over age 12 ☐ Parent age 65 or older ☐ None of these
- What is your gender? ☐ Female ☐ Male ☐ Other ☐ Prefer not to answer
- To which racial or ethnic group(s) do you belong? (Mark all that apply.) ☐ Asian ☐ Black/African American ☐ Indigenous American ☐ Prefer not to answer  
☐ White/Caucasian ☐ Hispanic/Latinx ☐ Other
- Which languages are commonly used in your home? ☐ English ☐ Spanish ☐ Other
- In which City precinct do you live? A map is available for your reference at [bhamgov.org/precincts](http://bhamgov.org/precincts) ☐ 1 ☐ 3 ☐ 5  
☐ 2 ☐ 4 ☐ Don't know
- Do you currently serve on any City boards or committees? ☐ Yes ☐ No

**Thank you for your time. Please return this assessment in the postage-paid envelope provided.**



---

## Senior/Community Center

---

**'Michael Cliff' via City Commission** <city-commission@bhamgov.org>

Thu, Jan 8, 2026 at 12:08 AM

Reply-To: Michael Cliff <inkamike@icloud.com>

To: city-commission@bhamgov.org

Birmingham City Commissioners:

We all realize that Birmingham's civic landscape will change in significant ways in 2026. The Community House which has served community needs in Birmingham for over 100 years is evolving into the Birmingham Area Community Foundation this year and has announced plans to sell their building. The Birmingham Family YMCA which has served as this community's de facto indoor fitness and recreation center since 1959 has sold its property to the city. To facilitate expansion of their preschool program, Birmingham Public Schools has asked NEXT to relocate from Midvale Elementary School at their earliest opportunity.

In view of these events, the city government needs to step up now and develop a plan going forward to meet the needs for a community/senior center and an indoor fitness and recreation center serving Birmingham residents. The city owns the former YMCA facility at 400 E. Lincoln and is well-positioned to acquire the Community House property on Bates Street. While not turn-key solutions, city investment in these properties to meet community needs seems like the obvious answer to me.

It's time to roll up our sleeves. Work with the Birmingham Area Community Foundation and craft a purchase agreement acceptable to both parties. Reactivate the Senior/Community Center Adhoc Committee and ask them to develop a plan to serve the senior support and fitness needs of city residents.

Let's get it done this year.

Sincerely,

Michael Cliff  
723 Oakland Avenue  
Birmingham

Sent from my iPhone

--

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---

## Community center/ ymca

1 message

---

**Aaron Engwis** <engwisaa@gmail.com>  
To: city-commission@bhamgov.org

Sat, Jan 10, 2026 at 10:29 AM

Birmingham City Commissioners:

We all realize that Birmingham's civic landscape will change in significant ways in 2026. The Community House which has served community needs in Birmingham for over 100 years is evolving into the Birmingham Area Community Foundation this year and has announced plans to sell their building. The Birmingham Family YMCA which has served as this community's de facto indoor fitness and recreation center since 1959 has sold its property to the city. To facilitate expansion of their preschool program, Birmingham Public Schools has asked NEXT to relocate from Midvale Elementary School at their earliest opportunity.

In view of these events, the city government needs to step up now and develop a plan going forward to meet the needs for a community/senior center and an indoor fitness and recreation center serving Birmingham residents. The city owns the former YMCA facility at 400 E. Lincoln and is well-positioned to acquire the Community House property on Bates Street. While not turn-key solutions, city investment in these properties to meet community needs seems like the obvious answer to me.

It's time to roll up our sleeves. Work with the Birmingham Area Community Foundation and craft a purchase agreement acceptable to both parties. Reactivate the Senior/Community Center Adhoc Committee and ask them to develop a plan to serve the senior support and fitness needs of city residents.

Let's get it done this year.

Sincerely,  
Aaron Engwis  
Member of YMCA and father whose children attend classes/programs

Sent from my iPhone

--

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## Senior/community center

1 message

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**Danielle Engwis** <dani.engwis@gmail.com>  
To: city-commission@bhamgov.org

Sat, Jan 10, 2026 at 10:21 AM

Birmingham City Commissioners:

We all realize that Birmingham's civic landscape will change in significant ways in 2026. The Community House which has served community needs in Birmingham for over 100 years is evolving into the Birmingham Area Community Foundation this year and has announced plans to sell their building. The Birmingham Family YMCA which has served as this community's de facto indoor fitness and recreation center since 1959 has sold its property to the city. To facilitate expansion of their preschool program, Birmingham Public Schools has asked NEXT to relocate from Midvale Elementary School at their earliest opportunity.

In view of these events, the city government needs to step up now and develop a plan going forward to meet the needs for a community/senior center and an indoor fitness and recreation center serving Birmingham residents. The city owns the former YMCA facility at 400 E. Lincoln and is well-positioned to acquire the Community House property on Bates Street. While not turn-key solutions, city investment in these properties to meet community needs seems like the obvious answer to me.

It's time to roll up our sleeves. Work with the Birmingham Area Community Foundation and craft a purchase agreement acceptable to both parties. Reactivate the Senior/Community Center Adhoc Committee and ask them to develop a plan to serve the senior support and fitness needs of city residents.

Let's get it done this year.

Sincerely,

Dani Engwis MSN, FNP-BC  
Aesthetic Nurse Practitioner  
Birmingham Skin & Hair Aesthetics  
(248)593-1000 W  
(989)615-9826 C

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RECEIVED

December 27 2025

To: The Birmingham City Commission

Subject: The importance of Birmingham YMCA to our Citizens

In our view the YMCA provides important **character** to the City and valuable programs and the opportunity for civic responsibility to our citizens. This is indicated by the list of activates and programs that is provided by our YMCA:

#### Health & Wellness Programs

- **Group Exercise Classes:** Certified instructors lead sessions including Yoga, Zumba, HIIT, and Indoor Cycling
- **Personal Training:** One-on-one sessions focused on strength, mobility, and individualized fitness goals.
- **Martial Arts:** Specialized classes such as Judo (including upcoming sessions in early 2026) focus on throws, pins, and building physical strength.
- **Senior Wellness:** Subsidized memberships and specialized classes are available through programs like Silver&Fit, and Renew Active.
- **Small Group Wellness:** More focused options include Pilates Reformer, Circuit Strength, and community acupuncture.

#### Aquatics & Swimming

- **Swim Lessons:** Age-appropriate classes for infants through school-aged children, often co-sponsored with Birmingham Community Education.
- **Family Fun Swim:** Reserved open swim times for families to enjoy the pool together.
- **Certifications:** Professional training for Life Guard and CPR Certification.

#### Youth & Family Programs

- **Youth Sports:** Seasonal offerings include Basketball, Soccer, and sports samplers for younger children.

- **Child Care:** Services include Child Watch (care while parents work out) and Parents Night Out events.
- **Camps:** The Y hosts Summer Day Camps and school-break camps.
- **Youth Enrichment:** Specific programs like Adventure Guides (parent-child bonding) and Girls on the Run.
- **Driver Education:** Teen and adult driver training is provided on-site through partners like All Star Driver Education.

### Community & Social Responsibility

- **Adaptive Social Club:** Dedicated Saturday programs for peers with special needs.
- **Community Events:** Annual events include Welcoming Week celebrations and holiday food programs like the Thanksgiving Fresh Basket Program.

**A First Class City provides these opportunities** and the City of Birmingham will lose immeasurably if the City Commission does not find a way to keep our YMCA or find some other avenue to provide these very important resources and programs.

Sincerely,

Frederick E. Simms PH.D.

Mary E. Simms M.S.

At 1486 Dorchester Rd. for 37 years



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## Birmingham Community Center

1 message

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**Natasha Cooksey** <ncooksey17@gmail.com>  
To: city-commission@bhamgov.org

Mon, Jan 12, 2026 at 3:38 PM

Dear Birmingham City Commissioners,

I am writing as a Birmingham resident and YMCA member to share my appreciation for what the Birmingham Family YMCA has meant to our community, and to express my hope that the city will prioritize preserving a similar resource moving forward.

Our family has loved the swim program, and both of our young daughters learned to swim there. We have also participated in other youth classes, and we deeply value the YMCA's summer camp, which is one of the few options in the area for children under five, especially for working parents. These programs provide more than activities, they create consistency, safety, and connection for families.

At the same time, my parents use the facility as a kind of senior center and benefit greatly from the exercise and wellness options available to them, particularly during the winter months. It has been meaningful to see one place serve multiple generations in such a practical and welcoming way.

With the YMCA closing, I hope the city will consider investing in a similar community resource, one that includes an indoor pool and accessible fitness and recreation options for residents of all ages. The Community House, now for sale, feels like a promising opportunity to preserve and build upon what so many families and seniors rely on today.

Thank you for your time and for your continued work on behalf of Birmingham residents. I appreciate your consideration and hope you will prioritize a long-term solution that keeps these important services available to our community.

Sincerely,  
Natasha Cooksey

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To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CACayD9QSRHKNhTbR5vv%3DEKAc2YLy3VZ693NrHHE6YTq14HLAUA%40mail.gmail.com>.

---

## re the Pool at 400 E Lincoln

1 message

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**Maureen Field** <maureen.b.field@gmail.com>

Wed, Jan 14, 2026 at 2:22 PM

To: Jana Ecker <jecker@bhamgov.org>

Cc: city-commission@bhamgov.org

Dear City Manager Ecker,

As a Birmingham resident for the past 47 years and a swimmer at the YMCA for that entire time, I urge you to determine a way that the swimming pool can be used as a recreational asset for Birmingham residents and non-residents (who would pay an added fee).

**I urge you as City Manager to seek business proposals for the continued operation of the pool.**

The operation of the pool would not interfere with Next, which is slated to occupy the first floor of the 400 E Lincoln building. The building entrances on Edgewood Street are very near the elevator and the stairs that go directly to the lower level near the locker rooms that lead to the pool. Thus those using the pool would not interfere with Next members or activities.

The city of Birmingham supports two golf courses, an ice arena and many beautiful parks. The residents need a municipal pool in addition to these other recreational sites. We need the city to step up and continue where the Y is leaving off.

I am also a Next member and want Next to have a new home that meets the needs of this important organization for older city residents.

Sincerely,

Maureen Bell Field  
[1732 Norfolk St](#)  
[Birmingham, MI 48009](#)

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## The YMCA

1 message

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**'Christopher Wicks' via City Commission** <city-commission@bhamgov.org>

Tue, Jan 20, 2026 at 8:36 AM

Reply-To: Christopher Wicks <cwicks@comcast.net>

To: city-commission@bhamgov.org

Dear Mr. Host,

Thank you so much for your updates on city happenings and issues, you truly are a great representative and resource for us Birmingham citizens.

The reason I am writing is because I find it troubling what has happened/not happened with the YMCA. I was once a member in the early 2000's and found the location incredibly convenient but the facilities dated and obsolete.

I discussed this with the YMCA people and suggested using the old Barnum School as a great place for a YMCA/Community center. They instead tore it down and built another park that sits vacant most of the time.

I told them that many cities around us have nice community centers with gyms, pools, and places for residents to gather and interact. They said the plan was to renovate/build a new YMCA. This was in the early 2000s and then the financial crisis hit. Again, nothing was done. And nothing has been done since.

I find it hard to believe that our great city does not have an awesome community center. I enjoy the parks, but feel that a community center/YMCA would be a great addition to our community.

Thank you for all you do for our city Mr. Host!!

Christopher Wicks.

Sent from my iPhone

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---

## Citizen in support of continued availability of pool to residents of Birmingham

1 message

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**'PATRICIA PELLETIER' via City Commission** <city-commission@bhamgov.org>

Mon, Jan 19, 2026 at 12:34 PM

Reply-To: PATRICIA PELLETIER <pellep@comcast.net>

To: city-commission@bhamgov.org

Don't let that beautiful pool go to waste. I am a senior who uses the pool for exercise and socialization. Many of the ailments of aging are very nicely ameliorated by a session of swimming and exercise in that pool. So many citizens use the pool - moms and tots, families, practice for competitions, and seniors.

That building may be old but it is useful and an asset that the community needs. Please consider all solutions that preserve access to the pool. Thank you

Patricia Pelletier  
1200 Cedar Dr, Birmingham

[Sent from Yahoo Mail for iPad](#)

--

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## Save the pool

1 message

---

**Fran Levin** <reikicpr@gmail.com>  
To: city-commission@bhamgov.org

Mon, Jan 19, 2026 at 10:55 AM

Hello Commissioners,

I support Brad Host's position that 400 E. Lincoln must be fully utilized to support as many of the indoor fitness programs currently offered by the Y as is possible. I urge the commissioners to support the acquisition of The Community House which could be used to house NEXT, freeing space in 400 E. Lincoln to meet community fitness needs. I ask the city to send out an RFP now to identify an organization qualified and willing to operate

Immy wife and I are Beverly Hills residents and use both Next and the Y.

Thank you for your kind attention.

Best regards,

Fran

--

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## YMCA

1 message

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**Michael Collins** <michaelcollins3456@gmail.com>  
To: city-commission@bhamgov.org

Sun, Jan 18, 2026 at 4:05 PM

Please do not let this happen Please reconsider a new lease for the YMCA. It is a huge part of our community and a place I have a member for. 28 years.  
I can afford any fancy gym but choose to be a part of something bigger that's helps seniors and children. Birmingham is a wealthy city and community and it's a shame that this entity should be up for debate as a money maker for the city. Please extend the lease and have a vote where citizens and tax payers can have a voice.  
I have loved in Birmingham for 30 years and know for certain residents deserve to have a vote in this. Let next find an alternative like the community house. Out side of a Club. The here is no gym that offers swimming and has taught so many children and adults this life saving skill.  
Please re consider and let me know how I can help.  
Michael Collins  
927 Bennaville  
Sent from my iPhone

--

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---

## YMCA BUILDING

1 message

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**Stuart Stoller** <srstoller@gmail.com>  
To: city-commission@bhamgov.org

Sun, Jan 18, 2026 at 3:35 PM

Why would Birmingham want to subsidize the Next bldg when most of the people who utilize it are not from Birmingham?  
Why not sell it to a private developer?

Stuart & Elisa Stoller  
[1010 Waterfall CT.](#)  
[Birmingham, MI](#)  
248-310-8783

--  
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## Needing a healthy and thriving community from long time resident

1 message

---

**'Agustin Arbulu' via City Commission** <city-commission@bhamgov.org>

Sun, Jan 18, 2026 at 12:55 PM

Reply-To: Agustin Arbulu <aarbulu@aol.com>

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

Cc: Marcia Arbulu <mnarbulu@mac.com>

Hi Commissioners:

I was disappointed to learn about the closure of the Birmingham YMCA with nothing in place to replace what has been a long standing fixture of value to the neighborhood and surrounding community.

I have been a resident of Birmingham for over 40 years coming back after graduating from high school. I raised a family, my children have used the "Y" as well as my wife. As a 76 year old resident I have enjoyed the challenge of running in the neighborhood as well as running to and from the Y and using the facilities to stay in shape.. This has added to my overall health and well being. This is now disappearing. What are the plans to keep our older residents as well as other individuals, young and old, families, etc. enjoying the facilities available at the Y? I have not heard anything.

What can be done to keep this center operating for a nominal fee like I and others have paid to continue using the Y. I understand the City is having to pay for the upkeep when it closes but I and others will NOT have access to utilize Y type facilities. Also, to close this facility adversely affects young and old in many different ways such as socialization, fitness, accessible parking and costs. The Y has served the community in many different ways. We need a plan to continue its operation even it is not called the "Y".

Please share this email with all commissioners and I look forward to a positive resolution. Thank you.

Agustin V Arbulu  
Long time City Resident  
248.953.1614

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---

## Fwd: Next/YMCA

1 message

---

**Linda Brunamonti Condo** <[lbunamonticondo@gmail.com](mailto:lbunamonticondo@gmail.com)>  
To: [city-commission@bhamgov.org](mailto:city-commission@bhamgov.org)

Sun, Jan 18, 2026 at 12:27 PM

I previously sent my thoughts to Bill Kolb and did receive a response from him. However I thought now that it would be a good idea to share with the rest of the Commission.

Since I wrote this in early December the Y has communicated its closing plans to its members. Most are very disappointed and upset and trying to decide what to do. We know that there will not be a common answer.

Even though I do not use the pool I strongly feel that closing it is a mistake. It is an asset that the city should try to keep open. It is used by young and old. It is a joy to see the little ones going for swimming lessons.

Hope the City Commission makes the right decision regarding the building at 440 Lincoln.

Regards,  
Linda Brunamonti Condo  
Sent from my iPhone

Begin forwarded message:

**From:** Linda Brunamonti Condo <[lbunamonticondo@gmail.com](mailto:lbunamonticondo@gmail.com)>  
**Date:** December 13, 2025 at 5:28:18 PM EST  
**To:** [bkolb@bhamgov.org](mailto:bkolb@bhamgov.org)  
**Subject:** Next/YMCA

Dear Bill,

First, thank you for posting your contact information in the Eagle and being open to communication.

I am a YMCA member and fully understand that the Y made a business decision to sell the building on Lincoln.

Did attend the City Commission Meeting the night of the vote to not go forward with adding the request for a new bond to finance the renovation of the building on Lincoln for Next and the Y.

Now that the Community House has decided to sell their building downtown is there the opportunity for the City of Birmingham to purchase it and move Next to that location? Maybe the City could lease the building on Lincoln to the Y.

Since the current plan to move Next to Lincoln is considered a temporary move with \$3.xM for renovations maybe The Community House building would be a better long term fit to spend the allocated dollars especially since Next has no interest in the pool which so many people, young and old utilize. (I am not one of them.)

Just wanted to share my opinion.

Thanks,  
Linda Brunamonti Condo  
Sent from my iPhone

--  
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---

**Fwd: 400 E Lincoln**

2 messages

---

**Clinton Baller** <cmballer@avidpays.com>

Wed, Jan 21, 2026 at 10:22 AM

To: Jana Ecker <Jecker@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>

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

From: **Carolyn Slone** <carolynslone@comcast.net>

Date: Mon, Jan 19, 2026 at 4:16 PM

Subject: 400 E Lincoln

To: [along@bhamgov.org](mailto:along@bhamgov.org) <along@bhamgov.org>, [cballer@bhamgov.org](mailto:cballer@bhamgov.org) <cballer@bhamgov.org>, [ahaig@bhamgov.org](mailto:ahaig@bhamgov.org) <ahaig@bhamgov.org>, [bhost@bhamgov.org](mailto:bhost@bhamgov.org) <bhost@bhamgov.org>, [bkolb@bhamgov.org](mailto:bkolb@bhamgov.org) <bkolb@bhamgov.org>, [kkozowski@bhamgov.org](mailto:kkozowski@bhamgov.org) <kkozowski@bhamgov.org>, [tlonge@bhamgov.org](mailto:tlonge@bhamgov.org) <tlonge@bhamgov.org>

Dear Mayor and Commissioners,

I use the pool and weight rooms at the YMCA located at 400 E Lincoln. Families with young children, developmentally disabled adults, school age children, and adults are in the gym, pool, nursery, and studios every day it is open. The parking lot is always at least half full, and most mornings the lot is full to capacity with cars filling a good part of the adjacent dirt lot. It is definitely an amenity that enriches the lives of Birmingham residents of all ages.

I am writing to implore you to find a way to continue to use as much of the building as possible after the YMCA pulls out. Is it possible that another entity could be found to maintain and operate the gym, weight rooms, studios, and pool? It seems like a waste of money and opportunity to mothball any part of such a well utilized facility. The cost to replace it with a similar new facility would be almost certainly prohibitive.

Would the Commission be receptive to working with a representative group of building users look for ways to preserve and improve it? The YMCA apparently did not have the necessary long term view required to keep the building operable and ADA compliant. Perhaps the dedicated residents who have long loved and used 400 Lincoln could find a way. It is truly a gem amenity and an important part of what makes Birmingham a great place to live.

Respectfully,  
Carolyn Slone

---

**Clinton Baller** <cmballer@avidpays.com>

Wed, Jan 21, 2026 at 10:30 AM

To: Alex Bingham <abingham@bhamgov.org>

In case you did not already get this.

[Quoted text hidden]



---

## **Fw: Birmingham YMCA Closure**

1 message

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**dawnmarie3290@aol.com** <dawnmarie3290@aol.com>  
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Wed, Jan 21, 2026 at 8:49 AM

Hello,

I was provided this email address to send my concerns regarding the closure of the Birmingham YMCA.

Please see and read the email below that was sent to Birmingham Parks and Recreation and Downtown Publications on January 7th in these same regards.

Please be advised that I did not receive a return email from either of these recipients.

As noted in the prior email, I joined the Y in the summer of last year after retiring. I quickly learned what an amazing community the Y provides for seniors, young families and the disabled. I attend group workout classes during the week with at least 50-70 seniors per class (these numbers were confirmed today by our instructors) and these lovely people have been attended for years.

This is a vital community for seniors who rely on affordable health classes that provide friendship, routine, and good health for low monthly fees and for some, it is free through Silver Sneakers. It is imperative that seniors have the ability to attend exercise classes with fellow seniors in classes designed for the older community. It is imperative that they have the ability to continue with these types of classes located close to their homes. It is imperative that its affordable.

The City of Birmingham should take pride in offering a rec center to their residents and given the amount of taxes we pay, this should be a service we have earned.

Please take the time to visit the YMCA and see for yourself how important it is to save this beautiful community. The seniors, young families and disabled groups rely on the Y for their physical health as well as mental health.

Thank you,  
Dawn Hone  
Birmingham Resident and a member of the YMCA.

\*\*\*\*Read my original letter below\*\*\*\*

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

**From:** dawnmarie3290@aol.com <dawnmarie3290@aol.com>  
**To:** news@downtownpublications.com <news@downtownpublications.com>; claird@bhamgov.org <claird@bhamgov.org>  
**Sent:** Wednesday, January 7, 2026 at 01:36:32 PM EST  
**Subject:** Birmingham YMCA

Hello,

I am writing this email to bring attention to the soon to be loss of the YMCA in our community.

In 2003, Birmingham residents like me, approved a millage increase to support the purchase of the YMCA and improvements to the building, yet as a member of the YMCA, we were recently advised that the city is now closing the building in June, with no plan for the future.

I would really like to stress what an important community the YMCA provides to its seniors.

In the summer of 2025, I retired from my working career at 65 and I immediately set about reaching my goal of joining a gym and staying active. I joined the Birmingham YMCA for its exercise classes and immediately learned that there is a strong community of seniors who have been coming to the Y for years. (I am literally one of the youngest in these classes!). Everyone knows each other's names, they looked out for each other, and the weekly classes are a huge support system for seniors in staying active, culminating friendships and having a social outlet and routine.

It absolutely breaks my heart that the city would just close down the Y and not have an alternative center in place to support this amazing community at the Y.

And with that said, one of my closest friends is a West Bloomfield resident and she constantly tells me of the numerous parks and recreation programs her city offers. And yet, we are BIRMINGHAM, with probably the highest tax revenue in the state, and we have no rec center for seniors or children for that matter? Where will all the wonderful seniors go once this is closed? Why is this not being discussed and planned out? Why is this not of the upmost concern for the aging in place committee?

I would ask that you observe a class at the Y and watch 50 seniors in the gym on any given morning and these wonderful people average 80 years old!

Please help in saving the Birmingham YMCA or finding an alternative space for this lovely community.

Dawn Hone  
Birmingham Resident

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## Conditions

1 message

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**John Fallucca** <jfallucc@gmail.com>  
To: city-commission@bhamgov.org

Sat, Jan 10, 2026 at 11:46 AM

I don't want to complain, but these conditions with the construction on Wimbleton and abbey have gotten unacceptable. You cant even walk on the sidewalk without getting caked in mud. Cars are getting stuck daily. Please see attached photos.

What is the timeline for this to be finished?

It's so bad we can't have guest over the house or quite frankly go outside at all.

John Fallucca

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To view this discussion visit [https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CABQ\\_pMYRjQky1gUueRBRnErM%3DFPoXkSg9WqdkhXZBLc7xM3Pw%40mail.gmail.com](https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CABQ_pMYRjQky1gUueRBRnErM%3DFPoXkSg9WqdkhXZBLc7xM3Pw%40mail.gmail.com).

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### 3 attachments



**IMG\_3101.jpeg**  
3542K



**IMG\_3100.jpeg**  
5213K



**IMG\_3099.jpeg**  
6548K

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## streets

1 message

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**Eva von Voss** <evv9193@sbcglobal.net>

Sun, Jan 18, 2026 at 7:02 PM

To: city-commission@bhamgov.org, Beni Dror <benidror40@gmail.com>

Dear City Commisionerd

Bred Post was so kind sending us a very good clean picture of all the improvements and concerns you discussed in the New Year at your Meeting. It all seems to be in good hands and you doing a great job getting our city even more beautiful and attractive.

You only forgot talking about the worst part of Oak Ave. It became the main road for all the construction trucks happening in this part of the city with a result becoming a very dangerous unsafe street. Talking about a very sophisticated city it is a shame letting this happening until a serious accident might happen.

The little only 'partly' filled holes (destroyed after a week) is almost bold for us residents needing this Road to get in and out of our houses.

Please let me know if there is any concern on your side to bring that problem to the next city meetings

Thank you Eva von Voss

Sent from my iPhone

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**Re: NEW YEAR'S UPDATE FROM BIRMINGHAM COMMISSIONER BRAD HOST**

1 message

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**susan+** <dogdayproducer@gmail.com>  
To: city-commission@bhamgov.org

Mon, Jan 19, 2026 at 9:22 AM

Thank you for the update, Brad. I am curious as to what improvements are to be made to the downtown parking structures? It seems every year, something is being unsatisfactorily updated.

1. The ticket kiosks are too far and too high from car window.
2. Too many handicapped spots.
3. Stairwells are slippery when wet and really dirty.
4. Many spaces are too tight.

While I'm on parking, Park Mobile meters are poorly designed in that space/spot # are on the opposite side of the payment function.

Lastly, meter tickets at \$20 are ridiculous. They should be reduced to \$10 if you can furnish proof of residency.

That is all. Thank you.

On Sun, Jan 18, 2026 at 12:05 PM Brad Host - City Commissioner <[BradHost@bradhostbirmingham.com](mailto:BradHost@bradhostbirmingham.com)> wrote:



## NEW YEAR'S UPDATE FROM BIRMINGHAM COMMISSIONER BRAD HOST

Happy New Year! With our first 2026 City Commission meeting behind us, I want to review the progress we've made on several issues and look ahead to the opportunities and challenges Birmingham residents have told me are their highest priorities.

**PARKING:** The Advisory Parking Committee, with a fund balance of \$43 million, is delivering on a five-year \$17-million plan to upgrade our city's five parking structures. In the 2025-2026 fiscal year we've spent more than \$7 million to improve and beautify the Chester Street garage. It's great that we're finally paying attention to the required maintenance of these income-producing but aging city assets (all are over 50 years old).

As everyone knows, our inventory of parking spaces downtown has not come close to keeping up with the requirements of continued growth. I plan to keep this issue, a source of frustration for our residents and visitors, in front of the Commission. And I was pleased to learn that this is a point of emphasis for the Planning Board, which now begins its analysis of all proposed developments with an assessment of parking needs.

**PUBLIC SAFETY:** In this fiscal year our terrific police force added one officer and is requesting another be added next year. It's been estimated our city's regionally attractive downtown annually attracts 250,000 visitors to shop in our stores, interact with our businesses, eat in our restaurants and attend our public events. Public safety is priority-one, and we need more resources to provide adequate enforcement throughout the city, not just downtown.

I'm also pleased to report that we're budgeting to make long-overdue improvements, mostly having to do with security, to our Police Station in City Hall.

And last month, Matt Bartalino was made our Fire Chief. He's been stellar for over 20 years with the city, and his appointment helps assure the continuation of our outstanding fire and emergency services.

We can all be proud both our Fire and Police Departments are considered the BEST statewide!!!

**PUBLIC SPACE:** Thanks to funds from the Parks and Recreation Bond passed in 2020, improvements have been made at our Ice Arena, golf courses, West Lincoln Well Park and Pumphouse Park. We also created Adams Park and improvements are in the works at Poppleton Park, the Rouge trail, Booth Park, and Pembroke Park. These expenditures are helping to keep our city beautiful.

**TREES:** Our Department of Public Services now has four certified arborists on staff. With more than 25,000 trees to care for, we need the extra help. Last year we were reminded that Mother Nature keeps things interesting: In the 1970s we planted thousands of silver maple trees. We found out later they have only 60-70-year lifespans. Oops.

This fall, DPS extended leaves pickup an extra week (into the first week of December) due to lovely weather that kept leaves on trees longer. Then we got hit with a severe winter storm the first week in December that further delayed leaf pickup. Sorry about that!

Birmingham's tree canopies contribute so much to our environment, the character of our neighborhoods and the value of our homes. Recognizing the importance of these assets to our quality of life, many residents have expressed an interest in establishing

an Advisory Forestry Board. Improving communication between homeowners and our Forestry Department is a good idea, and I'll make sure this stays on the Commission's agenda for consideration.

**SPENDING:** In August, voting 5-2, the Commission finally put to bed the proposed bond proposal to spend tens of millions of dollars for the demolition and "Taj Mahal" rebuild of the YMCA building. Over the very expensive two-year review of this project, residents made it clear they have other priorities and don't want to pay more taxes for something so ill-conceived and frivolous.

Unfortunately, meaningful public Commission deliberation on the YMCA's future in Birmingham and related options for the facility needs of Next senior services evaporated after bonding plans were dropped. As things stand now, the YMCA will be gone as soon as the end of April after serving our community for the last half century at 400 East Lincoln. Presumably, Next will move into the building, which during the rebuild assessment was found to be poorly suited and way too expensive for Next's needs and capacity.

Taxpayers deserve to get full value for the investment we made in 2023 when we purchased the facility from the YMCA. I've heard the anger in the voices of residents who desperately want to save the Y and don't want to subsidize Next to this degree (fewer than 40% of Next's clients live in Birmingham). As landlord of the vacated facility, the city will be stuck with the operational costs and maintenance that have been the 100% responsibility of the YMCA. Residents are asking me, "Brad, how could the city allow this to happen?"

The clock is ticking. If you're concerned about this outcome, you must make your voice heard now. Our next Commission meeting is on Monday, January 26. But don't wait to attend. Send your thoughts to me and my fellow commissioners at [city-commission@bhamgov.org](mailto:city-commission@bhamgov.org).

**INFRASTRUCTURE AND ROADS:** Residents have made it clear that the necessary replacement of Birmingham's aging water and sewer infrastructure is priority ONE. A close second is the resurfacing of roads impacted by the needed sewer and water construction.

It's hard to find anyone who is satisfied with the pace, cost or public process by which this essential work is being planned and executed. By far the most contentious Commission meetings over the last few years have dealt with infrastructure and road improvements. Regrettably, residents participating in these emotional sessions have told me the experience eroded their trust and confidence in city management and the Commission.

A new framework is desperately needed to communicate effectively with residents, accelerate the program, better estimate and control costs, complete the construction

in a timely manner, and align homeowners and the City. With the current approach, we're escalating neighborhood tensions and it's costing us more to do less.

One of the many ideas that have been proposed to me by residents is to include incentives in the construction contracts the city awards for early completion and penalties for missing deadlines. Last year people living in the Birmingham Farms neighborhood had to wait more than two months for new gravel on their streets to be sealed. And a homeowner living on the west section of Wimbleton that has been an active construction site since the week after Labor Day (more than four months) recently summed up his experience: "Brad, it's a disaster!"

**THE IMPORTANCE OF CITIZEN PARTICIPATION:** Apart from our street-by-street battles over road improvements, the Commission has paid almost no attention to addressing this situation. **A workshop promised for months to explore new approaches and identify solutions never happened. It's still not on our schedule.**

Hard to believe. But one thing I've learned during my six years on the Commission is that smart change does not happen without robust resident participation and pressure. I hear your voices and bring your ideas to our meetings. **But unless residents have reached out to others on the Commission, I'm voted down almost every time I try to focus on your priorities.**

We got some good things done in 2025. But the smartest decisions on sensitive issues are not going to be made by the Commission without your participation. Rest assured, I'm never going to stop representing you and bringing your ideas forward. You can always reach me at [bhost@bhamgov.org](mailto:bhost@bhamgov.org) or by phone at (248) 219-2249. And here's that email address again to reach my fellow commissioners: [city-commission@bhamgov.org](mailto:city-commission@bhamgov.org).

A handwritten signature in black ink, appearing to read "Brad", with a large, stylized initial "B" that loops around the first part of the name.

*Brad Host*

Birmingham City Commissioner

*PS: These thoughts are mine and do not necessarily reflect the positions of my fellow Commissioners or the City of Birmingham.*





Paid for by Brad Host  
Brad Host Birmingham City Commission  
416 Park St  
Birmingham, MI 48009-3403

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## Susan Scarlet

248.259.8863 (m) | DOGDAYPRODUCER, LLC

[dogdayproducer@gmail.com](mailto:dogdayproducer@gmail.com)



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## Home builder accountability

1 message

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**robert mcintosh** <robertomcintosh@gmail.com>  
To: city-commission@bhamgov.org

Sun, Jan 18, 2026 at 7:21 PM

I am tired of paying for beautiful, tree lined streets with painstakingly maintained tree canopies, only to be destroyed by half- hearted repairs to roads once builders have lined their pockets at OUR expense. Please also understand this; a great deal of damage could be avoided if builders would take commonly understood measures to prevent damage in the first place.

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## Building Department

1 message

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**Eddie** <fastedf150@gmail.com>  
To: city-commission@bhamgov.org

Sun, Jan 18, 2026 at 12:49 PM

Having been a Birmingham resident since 1982 and also having the opportunity to work as the electrical inspector for 23 years-2001-2024 it has been a privilege to live and work in the city I reside in!

Bruce Johnson building official always preached LEGENDARY CUSTOMER SERVICE and for many years it was provided! Homeowners, business owners and contractors could call the electric, plumbing, mechanical and building inspectors and receive a 2 hour window in response to an arrival time for their respected inspection.

As a 44 year resident I find it very disturbing that the city has now moved to hiring 3rd party inspectors. Some of them may inspect for multiple cities on the same day are now our inspectors we are relying on to ensure our homes and businesses have been built to codes and are safe!

Now when our residents call to get a window some are told our inspector doesn't get here first thing and a time cannot be given.

I feel this is an injustice to our residents, businesses, and contractors that work in our community!

Our permit fees are some of the highest, and obviously we are one of the most affluent cities in the state! I feel we are shortchanging our customers, by not providing LEGENDARY CUSTOMER SERVICES !

As a resident and an insider I would love to give all of you my opinion on what I feel is the reason the city cannot fill the open positions available in the building department.

I can be reached 248-709-6049

I look forward to hearing from you!

Ed Rosett

Sent from my iPhone

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## THE COMMUNITY HOUSE SHOULD NOT BE SOLD

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

Tue, Jan 20, 2026 at 5:47 PM

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

To: "cjayne@community-househelps.org" <cjayne@community-househelps.org>, "cjayne@thejaynegroup.com" <cjayne@thejaynegroup.com>, "agaudreau@communityhousehelps.org" <agaudreau@communityhousehelps.org>, "mmccor10@gmail.com" <mmccor10@gmail.com>, "drichter@firstmerchants.com" <drichter@firstmerchants.com>, "mkallabat@clarkhill.com" <mkallabat@clarkhill.com>, "sue@yourexecbrand.com" <sue@yourexecbrand.com>, "Jacob.taylor@huntington.com" <Jacob.taylor@huntington.com>, "info@communityhouse.com" <info@communityhouse.com>, "info@tchserves.org" <info@tchserves.org>, "info@bacomunityfoundation.org" <info@bacomunityfoundation.org>

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

January 20, 2026

Dear Community House Leadership and Members of the Board,

I am writing in the spirit of collaboration and shared responsibility to the Birmingham community. It is never too late to do the right thing, and I respectfully ask that the Board pause and thoughtfully reconsider the recently announced plan to sell The Community House facility, land, and historic contents.

My husband and I moved to Birmingham more than 30 years ago from out of state. One of several reasons we chose to invest here was because of its deeply engaged and generous citizenry. We raised four children here and have always tried to remain involved in our schools, neighborhoods, and community institutions.

In 2007, our family participated in the Booth Park renovation project. Through broad community and business support, nearly \$200,000 in private donations were raised to design and build what is now an award-winning community asset. The playground itself was constructed by community volunteers—families building alongside one another. That four-acre park exists because the Booth Family, through the Cranbrook Foundation, conveyed the land to the City of Birmingham as a philanthropic gift for the public good. This act—giving without expectation of gain, for the lasting benefit of the community—is the very essence of philanthropy.

Birmingham is distinguished by many such gifts: the founding intent of The Community House, the numerous sculptural donations by Marshall Fredericks, the conveyance of the Allen and John West Hunter House and its surrounding four acres—now the Birmingham Museum and John West Hunter Historic Park. These gifts were made in good faith, trust, and with clear intent to benefit the entire community in perpetuity.

Against this backdrop, the announcement that The Community House's building, land, and historic contents would be sold to fund ("seed") a separate **Birmingham Area Community Foundation** was deeply horrifying to many. Equally concerning is the perception that this decision occurred without meaningful transparency or awareness among active donors, supporters nor the broader Birmingham community. One day, The Community House hosted a fundraiser; the next, the sale was announced, not the activities of an organization as a Trustee.

This raises serious questions about donor trust and public confidence. What message does this send to future donors—whether of money, public art, or real property—when assets held in a public trust can later be sold contrary to their original charitable intent? Even if such a sale may be legally permissible, legality alone is not the standard by which charitable stewardship should be measured. Ethical responsibility, fiduciary duty, and respect for donor intent must also guide decision-making which dates back over 100 years, since 1923.

By analogy, Birmingham faces expensive, aging infrastructure needs. Should the City sell Booth Park to a developer to fund those needs? Should it sell the Marshall Fredericks sculpture in Shain Park, *Freedom of the Human Spirit*? Should the City sell the John West Hunter Historic Park and its historic homes because the land is valuable? Each of these actions might generate revenue, but none would honor the intent of the donors or the public trust under which those assets were conveyed.

Similarly, should the Community House sell the two Marshall Fredericks baboon sculptures donated for the Children's Garden, along with the furnishings, fixtures, artwork, and other historical donated items within the building? These were given for the benefit and enjoyment of the community—not as assets to be liquidated. It is unclear whether all such items are included in the proposed sale, and that lack of clarity is itself concerning.

We would never condone Birmingham Public Schools selling sculptures donated by Marshall Fredericks whose children attended the schools, nor the Birmingham Museum selling donated artifacts to cover operating costs, nor the Baldwin Library or the Methodist Church to sell donated artwork to fund capital needs. The private donors who funded the granite bases and installations would also be appalled. Though such actions might address budget pressures, they would violate donor intent and public trust.

I want to acknowledge Camille and the team for efforts to re-ignite the original mission of serving the citizens of Birmingham. It is also true, however, that for several years The Community House Association has functioned more like a *for-profit hospitality venue and childcare facility* as opposed to a *Birmingham local community trust focused organization for the purpose “To encourage, engage and carry on social, philanthropic, and civic activities among and for the residence 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” as originally envisioned.* Indeed, The Community House is a place, a building and an address at [380 South Bates](#).

The for-profit operations are substantiated in the 990 forms for both The Community House Association and The Community House Foundation. *There have been zero scholarships awarded, further there was minimal philanthropic endeavors to highlight.* On your website Annual Giving Partners include: Corewell Health, Oakland University, Daville Consortium, PNC Bank, Vesco Oil and Bank of America. Did these organizations understand what their annual giving supported? Why are they not listed on TCH 990 submissions?

On the Attorney General website The Community House Association filing status is as a Charitable Trust. In fact, the legal definition of a Charitable Trust below does not appear to be the manner TCH is currently operating:

**14.252 Definitions.**

**Sec. 2.**

- (a) "Trustee" means any individual, group of individuals, association, foundation, trustee corporation, corporation, or other legal entity holding property for any charitable purpose.
- (b) "Charitable trust" means the relationship where a trustee holds property for a charitable purpose.

For these reasons, I respectfully urge the Board to pause any final action on the sale and to engage in a transparent process to explore alternatives that honor donor intent, uphold public trust, and truly serve the long-term interests of the Birmingham community. A decision of this magnitude deserves careful deliberation, community engagement, and alignment with the foundational purpose of The Community House. It is never too late to do the right thing.

Thank you for your time and consideration. I offer these thoughts in good faith and with a sincere desire to see The Community House remain a respected and trusted community institution, operating as the original intent of the founders in 1923.

Should there be any misperceptions, I invite anyone to contact me directly to discuss.



Respectfully,

Kristy Barrett

Birmingham, Michigan

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**January 20 2025 TCH plea.docx**

18K

January 20, 2026

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For these reasons, I respectfully urge the Board to pause any final action on the sale and to engage in a transparent process to explore alternatives that honor donor intent, uphold public trust, and truly serve the long-term interests of the Birmingham community. A decision of this

magnitude deserves careful deliberation, community engagement, and alignment with the foundational purpose of The Community House. It is never too late to do the right thing.

Thank you for your time and consideration. I offer these thoughts in good faith and with a sincere desire to see The Community House remain a respected and trusted community institution, operating as the original intent of the founders in 1923.

Should there be any misperceptions, I invite anyone to contact me directly to discuss.

Respectfully,

Kristy Barrett  
Birmingham, Michigan



## **NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD**

At the regular meeting of Monday, March 23, 2026, the Birmingham City Commission intends to appoint the following positions to the Cablecasting Board:

- Two regular members to serve three-year terms to expire March 30, 2029
- One alternate member to serve a three-year term to expire March 30, 2029
- One alternate member to serve the remainder of a three-year term to expire March 30, 2028

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 18, 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



| <b>Criteria/Qualifications</b>             | <b>Date Applications Due<br/>(by noon)</b> | <b>Date of Interview</b> |
|--------------------------------------------|--------------------------------------------|--------------------------|
| Applicants must be residents of Birmingham | 3/18/2026                                  | 3/23/2026                |

*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 ENVIRONMENTAL SUSTAINABILITY COMMITTEE

At the regular meeting of Monday, February 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Environmental Sustainability Committee:

- Two regular members to serve three-year terms to expire February 1, 2029
- One alternate member to serve a three-year term to expire February 1, 2029
- One regular member to serve the remainder of a three-year term to expire February 1, 2028

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 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 Environmental Sustainability Committee (ESC) is a non-administrative board serving solely in an advisory capacity. In that capacity, the ESC may make recommendations to the City Commission but may not assume any legislative or administrative authority of the City Commission or any department or board established by the City Commission except as specifically provided in this chapter. The Environmental Sustainability Committee is not authorized to expend City funds.

The ESC consists of seven regular members and two alternate members appointed by the City Commission. Members of the committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In appointing regular members, the City Commission shall maintain a committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law. The Planning Director and the City Manager, or their authorized representatives, shall be ex officio members of the Environmental Sustainability Committee and shall have all rights of membership thereon, except the right to vote.

| Criteria/Qualifications                                                                                                      | Date Applications Due (by noon) | Date of Interview |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------|
| Members of the Committee shall have a clearly demonstrated interest or knowledge in sustainability and/or climate action. In | 2/4/2026                        | 2/9/2026          |

|                                                                                                                                                                                                                                                                                                                                |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p>appointing regular members, the City Commission shall maintain a Committee composition that represents a diverse area of expertise related to sustainability and climate action including, but not limited to, renewable energy, buildings and construction, water and storm water, solid waste, and environmental law.</p> |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

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



## NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ZONING APPEALS

At the regular meeting of Monday, February 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Board of Zoning Appeals:

- Two alternate members to serve three-year terms to expire February 18, 2029

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 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 Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

| Criteria/Qualifications                                             | Date Applications Due (by noon) | Date of Interview |
|---------------------------------------------------------------------|---------------------------------|-------------------|
| Members shall be property owners of record and registered electors. | 2/4/2026                        | 2/9/2026          |

*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 WAYFINDING AND BRANDING COMMITTEE

At the regular meeting of Monday, February 9, 2026, the Birmingham City Commission intends to appoint the following positions to the Wayfinding and Branding Committee:

- Three regular members to serve three-year terms to expire January 22, 2029
- Three regular members to serve two-year terms to expire January 22, 2028
- Three regular members to serve one-year terms to expire January 22, 2027

Interested citizens may submit an application available at the City Clerk's office or online at [www.bhamgov.org/boardopportunities](http://www.bhamgov.org/boardopportunities). Applications must be submitted to the City Clerk's office on or before noon on Wednesday, February 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 function of the Wayfinding and Branding Committee is to continue the implementation of the Citywide Wayfinding and Signage Plan and act as a clearing house for any other major wayfinding and branding projects in the City.

| Criteria/Qualifications                                          | Date Applications Due (by noon) | Date of Interview |
|------------------------------------------------------------------|---------------------------------|-------------------|
| Members must be City staff or electors in the City of Birmingham | 2/4/2026                        | 2/9/2026          |

*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.*



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## Fwd: Meet a Man Who Preserved His City's History

1 message

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**Clinton Baller** <cmballer@visa-master.com>

Wed, Jan 21, 2026 at 10:29 AM

To: Jana Ecker <Jecker@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>

PLEASE INCLUDE IN NEXT PACKET UNDER INFO ONLY

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

From: **Jack Lessenberry from Politics and Prejudices and other musings** <jacklessenberry@substack.com>

Date: Wed, Jan 21, 2026 at 5:47 AM

Subject: Meet a Man Who Preserved His City's History

To: <cmballer@visa-master.com>

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# Meet a Man Who Preserved His City's History

Greg Kowalski gave Hamtramck back its memories and shared story

JACK LESSENBERRY

JAN 21



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Years ago, when I was studying to be a historian and later a journalist, I thought that the only history that really mattered was national and world history.

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The clash of vast armies and ideas, the sweep of global economic and technological forces, et cetera. Well, I still find those things interesting. But just as I've learned that "politics is local", I've found that all history is too, and that few things are more fascinating than seeing how world trends are reflected in local people's lives.

Three days ago, I was honored to have been invited to a ceremony honoring a man who, like me, is both a historian and a journalist. But he also has accomplished something unique. Greg Kowalski has chronicled and documented the history a town that is like no other, the tiny city of Hamtramck.



Greg Kowalski (Yemeni American photo)

If you are a baby boomer or older, you probably think of Hamtramck, a tiny enclave city inside Detroit, as the ultimate Polish town. Indeed, in my youth you could walk down crowded Joseph Campau, "Hamtown's" main street, and hear more Polish spoken than English.

But things are vastly different now. The 2020 census found that those of Polish origin or descent were only five percent of the population; Yemenis were 25.5 percent and Bangladeshis 14.5 percent, and there's no reason to think those trends have changed.

For years, the little city has had an all-Muslim city council. "But mostly, everyone gets along," Kowalski told me, though there's a running controversy over allowing displays of the Gay Pride flag.

Greg Kowalski had a fine career as a print journalist, and spent many years as the editor of the *Birmingham Eccentric*, in a town that is about as unlike Hamtramck as a Michigan city can be. But his heart was always in Hamtramck, where he was born in 1950, and still lives today. “When I die, I want my ashes scattered on the railroad tracks so I can always be here,” he told me a few years ago.

He has written an amazing eleven books about the place, all of which are worth reading. But his dream was to establish a museum worthy of the city.

And, against all odds, he has. He became president of the Hamtramck Historical Commission when it was first established in 1998, and has been ever since.

They began without a single artifact or record, but Greg Kowalski was determined to change that. Eventually, a group called the Friends of Historical Hamtramck took possession of a large vacant building on Joseph Campau that had once been a department store and then a barber college.

Kowalski was determined to turn it into a fine museum.

People rolled their eyes. It wasn’t much when it opened in September, 2013, but Greg and a steadily growing band of volunteers threw their hearts, bodies and minds into the work. They acquired fascinating artifacts, records, photos.

“We want to make this a living museum that reflects all the different ethnic groups who have come here,” Kowalski told me. Indeed, one of the city’s defining slogans has been “the world in two square miles.”

Accordingly, they hired Dennis Orlowski, a famed local muralist, to paint a series of murals that wrap around the inside walls of the museum, honoring the legacy of a different groups who lived and still live in Hamtramck, including Native Americans, Germans, Bosnians, Yemenis and Albanians. The Hamtramck Historical Museum has won grants, partnered with Wayne State University on archeological digs, and also become a thriving community center. It hosts lectures, author talks, and two “Roaring Twenties” speakeasy parties, in which patrons dressed up like period characters.

The museum started getting grants. One day a visitor came in, complained about the bathroom, and handed the staff a \$5,000 check. “Fix it up,” he said.

“Yes, sir.” was the reply.

The last year or so has been tough for Greg Kowalski, who has been battling cancer and the aftereffects of a serious fall. “The worst part is not being able to come in to the museum every day,” he told me. But he was there three days ago, on a day when citizens, politicians and state and community leaders came for a special event.

They were there to honor Greg Kowalski, and to tell him that the city council had voted to rename Wyandotte Street *Greg Kowalski Street*.

The usually unflappable old journalist was overwhelmed, as dignitary after dignitary paid tribute to him. In a voice choked with emotion, he said that he never expected such an honor. “I can tell you that I know my mother and father are dancing in heaven,” with happiness, he said.

The MC of the event, Max Gilginas, Hamtramck’s community improvement coordinator, said that what Greg has done, “is very important to me personally,” as well as to the city. “Greg didn’t just study the city’s history. He helped preserve it for future generations,” she said.

Hamtramck residents are as notoriously diverse in their opinions as in their ethnicity. But I can tell you that everyone at that celebration was hoping that there will be no ashes on those railroad tracks, any time soon.

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