

BIRMINGHAM CITY COMMISSION AMENDED AGENDA
REGULAR MEETING
AUGUST 26, 2024
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

APPOINTMENTS

- A. Advisory Parking Committee
1. James Arpin

To appoint _____ to the Advisory Parking Committee as a regular member to serve a three-year term to expire September 4, 2027.

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

V. CONSENT AGENDA

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

- A. Resolution to approve the regular City Commission meeting minutes of the meeting held on August 12, 2024.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 15, 2024 in the amount of \$8,460,655.04.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 22, 2024 in the amount of \$1,560,065.20.
- D. Resolution to set a public hearing date of September 23, 2024 to consider the lot division and lot combination of 532 & 568 Lakeside Drive, parcels 19-26-427-012 & 19-26-427-011.
- E. Resolution to set a public hearing date of October 6, 2024 to consider the Special Land Use Permit Amendments for the Baldwin House Senior Living Center at 200 S. Chester Street.

- F. Motion to adopt motion adopting an ordinance to amend part II, Chapter 26.-Business, Article III.-Initial Merchants, sections 71, 73, 86, and 89.
- G. Resolution to award the 2024 Concrete Sidewalk Repair Program #1- 24 (SW) to Italia Construction, Inc. in the amount of \$611,055.85 and a 10% construction contingency, and \$200,000.00 for random concrete panel repairs throughout the City at the Engineering Department discretion for a total of \$872,161.44. In addition, authorize the Mayor and the City Clerk to sign the agreement on behalf of the City after the review of Italia Construction, Inc.'s insurance and bond, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Additional Random Repairs	Total
General Sidewalk	101.0-444.001-981.0100	\$306,696.85	\$30,669.69		\$337,366.54
Major Street Fund	202.0-449.001-981.0100	\$20,703.16	\$2,070.32		\$22,773.48
Local Street Fund	203.0-449.001-981.0100	\$247,292.84	\$24,729.38	\$200,000.00	\$472,022.12
Alley Fund	101.0-523.000-981.0100	\$36,363.00	\$3,636.30		\$39,999.30
Total Construction Costs		\$611,055.85	\$61,105.59	\$200,000.00	\$872,161.44

VI. CITY MANAGER'S REPORT

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

- A. City Manager's Report for August 2024.

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation of Christine Lindsey v City of Birmingham; Oakland County Circuit Court Case No.: 2022-197456-NI, and to discuss a written attorney/client privilege communication pursuant to MCL § 15.268, Sec.8(1)(h) of the Open Meetings Act.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session ~~after all other business has been addressed in open session~~ and reconvene to open session, after the closed session. ~~, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.~~)¹

- B. Resolution to proceed with the Request for Proposal (RFP) for the final design of a 40,000 square foot building for Next senior services, phase 1, with the YMCA of Metropolitan Detroit

¹ Amended on 8/26/24 at 3:15 p.m.

to join as a partner and construct the YMCA space as a phase two when the YMCA has sufficient funding to cover the cost of this construction.

- 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.
 - 1. Redding Well Site
 - 2. Noise Ordinance
 - 3. Speed Mitigation on Shirley and Arlington

IX. REMOVED FROM CONSENT AGENDA
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X. COMMUNICATIONS

- A. Coleman Letter regarding speeding on Arlington

XI. REPORTS

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

INFORMATION ONLY

XII. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760

You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 26, 2024, the Birmingham City Commission intends to appoint three regular members to the Advisory Parking Committee to serve three-year terms expiring September 20, 2027 (BSD Member, retail, resident).

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, August 21, 2024. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Committee Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Applicant(s) Presented For City Commission Consideration:

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.

Applicant Name	Criteria/Qualifications
James Arpin	Current board member with a bachelor's degree in Industrial Engineering and a Master's in Business Administration.

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Advisory Parking Committee as a regular member to serve a three-year term to expire September 4, 2027.

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#21]

1 message

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

Tue, Aug 20, 2024 at 9:09 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Advisory Parking Committee
Specific Category/Vacancy on Board (see below)	Resident
Name	James Arpin
Residential Address	 400 Southfield Road Unit 3C Birmingham, Michigan 48009 United States
Phone Number *	(313) 949-0252
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	jjarpin@gmail.com
Length of Residence	7 Years
Occupation	Business Advisor
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	My background in real estate development, business and my desire to serve my community. My knowledge and interest in the ongoing evolution and modernization of our transportation systems and the automobile. My interest and current knowledge of maintaining and improving the City of Birmingham's Automated Parking System and its related assets.
List your related employment experience	General Manager - Tier One Automotive Supplier Business Development/ Entitlement - General Contractor Business Development - AI Data Management Consultant
List your related community activities	Member Advisory Parking Committee - City of Birmingham Member of BOD - Birmingham Town Square HOA Member of Buildings and Grounds Committee - St. Lucia HOA
List your related educational experience	Bachelor of Science Industrial Engineering - Purdue University Master of Business Administration - University of Michigan/Dearborn Real Estate Agent License - State of Michigan Real Estate Brokers License - State of Florida
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	No

which you or they derive direct compensation or financial benefit? If yes, please explain.

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

Are you an elector (registered voter) in the City of Birmingham? *	Yes
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ADVISORY PARKING COMMITTEE

Resolutions: 8-882-84, 9-989-84, 05-152-00, 05-139-17, 10-258-19, 10-232-23

Terms: Three years

Appointment requirements for regular members: The majority of the members shall be residents and membership shall be as follows:

7 Regular Members

2 - Retail

1 – Professional Firm

1 – BSD Member

1 – Residential Shopper

2 - Residents

2 Alternate Members - may be appointed who own property, own a business or work in the parking assessment district.

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Arpin	James J.	313-949-0252	5/9/2022	9/4/2024
410 Southfield Road			Resident (engineer/consultant)	
Birmingham	48009	<i>jjarpin@gmail.com</i>		
Astrein	Richard	(248) 415-4036	12/9/2019	9/4/2024
13125 Ludlow			BSD member	
Huntington Woods	48070	<i>richard@astreins.com</i>		
Ford	Aaron			
151 Martin Street		(248) 530-1257	Staff Liaison	
Birmingham	48009	<i>aford@bhamgov.org</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Kozlowski 421 Madison St Birmingham	Kevin 48009	248-930-7485 <i>kevin.kozlowski@gmail.com</i>	8/29/2022 Resident Shopper	9/1/2025
Moody 957 Pleasant Birmingham	Michelle 48009	313-850-8072 <i>mmoody1@yahoo.com</i>	5/22/2023 Resident	9/1/2025
Petcoff 463 Henley Birmingham	Mary-Claire 48009	(410)-991-1460 <i>mcp@wwrplaw.com</i>	8/28/2023 Alternate	9/4/2026
Silverman 1200 Latham Birmingham	Lisa 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Professional Firm	9/1/2025
Vacated	2/7/2023		Retail	9/4/2026
Vacated	9/4/2023		Alternate	9/4/2026
Vaitas 2633 Endsleigh Drive Bloomfield Village	Algirdas 48301	(248) 593-3177 <i>alvorth@aol.com</i>	11/13/2006 Retail	9/4/2024

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Advisory Parking Committee**

Year: **2024**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent
REGULAR MEMBERS															
Astrein, Richard	P	P	P	P	A	P	CM	P						6	1
Moody, Michelle	P	P	P	P	A	P	CM	P						6	1
Vaitas, Al	P	P	P	P	P	P	CM	P						7	0
Silverman, Lisa	P	P	A	P	P	A	CM	P						5	2
Kozlowski, Kevin	P	P	P	P	P	P	CM	P						7	0
Arpin, Jim	P	P	P	P	P	P	CM	P						7	0
ALTERNATES															
Petcoff, Mary-Claire	P	A	A	P	A	P	CM	A						3	4
Reserved															
Reserved															
Present or Available	7	6	5	7	4	6	0	6	0	0	0	0	0%		

KEY:

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Advisory Parking Committee**

Year: **2023**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																
Astrein, Richard	CM	P	CM	CM	P	P	P	CM	A	CM	P	NM		5	1	83%
Moody, Michelle	NA	NA	NA	NA	NA	A	A	CM	P	CM	P	NM		2	2	50%
Clark, Lisa	CM	P	CM	CM	A	A	A	CM	A	CM	NA	NM		1	4	20%
Vaitas, Al	CM	A	CM	CM	P	P	A	CM	P	CM	P	NM		4	2	67%
Silverman, Lisa	CM	P	CM	CM	P	P	A	CM	P	CM	A	NM		4	2	67%
Cobb, Kelly	CM	P	CM	CM	A	A	P	CM	A	CM	NA	NM		2	3	40%
Kozlowski, Kevin	CM	P	CM	CM	P	P	P	CM	P	CM	A	NM		5	1	83%
Arpin, Jim	CM	P	CM	CM	P	P	P	CM	P	CM	A	NM		5	1	83%
ALTERNATES																
Yert, Jennifer (8/2018)	CM	P	CM	CM	P	P	A	CM	A	CM	NA	NM		3	2	60%
Petcoff, Mary-Claire	CM	P	CM	CM	P	P	P	CM	A	CM	P	NM		5	1	83%
Reserved																
Reserved																
Present or Available	0	8	0	0	7	7	5	0	5	0	4	0	0%			

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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Advisory Parking Committee**

Year: **2022**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	MTG	Mtgs.	Absent	Attended
REGULAR MEMBERS																
Astrein, Richard	CM	P	CM	P	P	CM	CM	P	P	A	P	CM		6	1	86%
Kalczynski, Steven	CM	P	CM	P	P	CM	CM	P	A	P	P	CM		6	1	86%
Clark, Lisa	CM	P	CM	A	P	CM	CM	A	A	P	P	CM		4	3	57%
Paskiewicz, Judith	CM	P	CM	P	P	CM	CM	P	NA	NA	NA	NA	NA	4	0	100%
Vaitas, Al	CM	P	CM	P	P	CM	CM	P	P	P	P	CM		7	0	100%
Black, Aaron	CM	A	CM	A	A	CM	CM	NA	NA	NA	NA	NA	NA	0	3	0%
Silverman, Lisa	CM	P	CM	P	P	CM	CM	P	P	P	A	CM		6	1	86%
Cobb, Kelly	NA	NA	NA	NA	P	CM	CM	P	A	P	A	CM		3	2	60%
Kozlowski, Kevin	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	CM				
Arpin, Jim	NA	NA	NA	NA	NA	CM	CM	P	P	A	P	CM				
ALTERNATES																
Yert, Jennifer (8/2018)	CM	P	CM	P	P	CM	CM	P	A	P	A	CM		5	2	71%
Petcoff, Mary-Claire	CM	P	CM	P	P	CM	CM	P	P	A	P	CM		6	1	86%
Reserved														0	0	#DIV/0!
Reserved														0	0	#DIV/0!
Present or Available	0	8	0	7	9	0	0	9	6	7	7	0	0			

KEY:

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

Department Head Signature

ADVISORY PARKING COMMITTEE

PURPOSE: There is hereby established an Advisory Parking Committee to provide guidance to the Birmingham City Commission in the management of the Birmingham Auto Parking System, including street parking meters, that will: recognize parking requirements of the various interests in the Central Business District (CBD); fairly assess the costs of the parking system to users of the facility; create the least possible traffic impact on the CBD and the immediately abutting residential areas; provide for attractive, well-maintained, safe facilities; include plans for an orderly and responsive answer to future parking needs.

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. *Downtown Commercial Representatives -

- A. Large Retail - One (1) member
- B. Small Retail - One (1) member
- C. Professional Firm - One (1) member
- D. Building Owner - One (1) member
- E. Restaurant Owner - One (1) member

II. Downtown Employee Representative - One (1) member

III. Residential - Two (2) members who do not qualify under any of the above categories.

IV. Resident Shopper - One (1) member

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

ORGANIZATION: The Committee shall elect a Chairperson from its membership annually at its first meeting after the first Monday of September. The City Engineer shall be a non-voting, ex-officio member of the Committee and shall serve as the coordinating link between the Committee and various City Departments. A secretary shall be furnished by the City for the purpose of keeping Minutes of Committee meetings.

* Resolution 09-1057-85 determined that "Downtown" means parking areas **3A** adjacent district.

MEETINGS: The Committee shall hold at least one (1) regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Committee. Special meetings may be called by the Chairperson of the Committee or by request of any three (3) members of the Committee. There shall be at least a two- (2-) day notice for any special meeting. The Committee shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The Committee shall keep a written or printed record of its proceedings which shall be a public record and property of the City.

EXPENDITURES: The Committee shall have the power to expend such funds as may from time to time be appropriated to it by the City Commission for the purpose of carrying out the powers and duties of the Committee. Funds expended by the Committee shall be processed through regular City channels and be accounted for in the Auto Parking Fund Budget.

POWERS AND DUTIES: The Committee shall recommend:

1. A proper rate relationship between the charges for street meters, parking lot fees (short term and long term), and permit fees.
2. Parking fees that, while maintaining the financial integrity of the system, are still attractive to users.
3. The proper ratio between the number of short term, long term, and permit parkers in the attendant-operated lots and structures.
4. The area in each structure that should be assigned for short term, long term, and permit parking.
5. An equitable method of assigning permit parking spaces.
6. Financial objectives that reflect the requirements of ordinances and the need for information on the revenue received from specific users of the system.
7. A public relations program that will educate the public to the location of parking facilities, their ease of use, their close proximity to many fine stores offering a great variety of merchandise and the benefits of validated parking.
8. Corrective steps if the level of either maintenance or policing of the system facilities is inadequate.
9. Specific ordinance changes that will encourage private off-street parking in the CBD and/or to help to improve the system operation as a whole.

ADVISORY PARKING COMMITTEE - Page Three

REPORTS: The Committee shall make and submit to the City Commission an annual report in January regarding the general activities, operations and accomplishments of the Committee for the preceding year. The Committee shall, from time to time, as occasion requires, advise the City Commission in writing on recommendations for the improvement of the Auto Parking System.

BUDGET: Not later than the first day of February of each year, the Committee shall present to the City Commission a request for funds which the Committee believes necessary to carry out its function as an advisory committee.

Adopted by Commission Resolution No. 08-882-84 - August 6, 1984

Revised by Commission Resolution No. 09-⁹⁸⁹~~1028~~-84 - September 17, 1984

CITY OF BIRMINGHAM

RESOLUTION NO. 05-139-17

**A RESOLUTION TO AMEND RESOLUTION NO. 08-882-84 – AUGUST 6, 1984,
ADVISORY PARKING COMMITTEE, MEMBERS:**

THE CITY OF BIRMINGHAM RESOLVES:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members, as follows:

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. Downtown Commercial Representatives –

- A. Large Retail – One (1) member
- B. Small Retail – One (1) member
- C. Professional Firm – One (1) member
- D. Building Owner – One (1) member
- E. Restaurant Owner – One (1) member

II. Downtown Employee Representative – One (1) member

III. Residential – Two (2) members who do not qualify under any of the above categories.

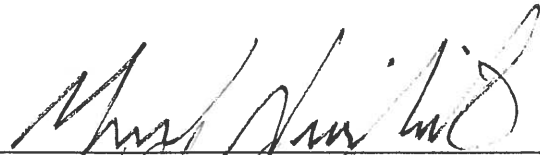
IV. Resident Shopper – One (1) member

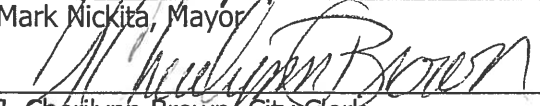
The city commission may appoint two alternate members who own property, own a business or work in the parking assessment district to serve as needed on the Advisory Parking Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Advisory Parking Committee 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 Advisory Parking Committee.

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

All other portions of Resolution No. 08-882-84 shall remain unaffected.

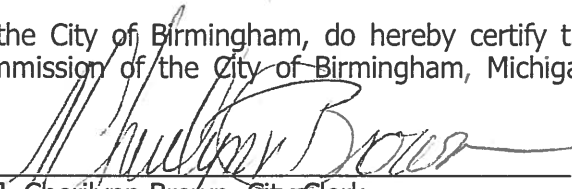
Dated this 22nd day of May, 2017.



Mark Nickita, Mayor

J. Cherilynn Brown, City Clerk

I, J. Cherilynn Brown, City Clerk of the City of Birmingham, do hereby certify that the foregoing resolution was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held May 22, 2017.



J. Cherilynn Brown, City Clerk

05-152-00: INTERVIEW FOR ADVISORY PARKING COMMITTEE

Mr. Peter Wilde of the Townsend Hotel was interviewed for appointment to the advisory parking committee. Commissioner Lanzetta expressed concern about the legalities of the appointment of Mr. Wilde as the "large retail" member of this committee. The city attorney advised that the commission could amend the original resolution for the advisory parking committee to broaden the interpretation of large retail representative to include retail services as well as retail goods.

MOTION: Motion by Lanzetta, seconded by Chafetz:
To interpret the category of large retail representative on the advisory parking committee to include retail services as well as retail goods.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

MOTION: Motion by Moss, Seconded by Chafetz
To determine that Mr. Peter Wilde of the Townsend Hotel meets the criteria as the large retail representative on the advisory parking committee and, further, to continue this appointment until the city commission meeting of June 12, 2000.

VOTE: Yeas, 4 Nays, None Absent, 3 (DeLaura, McKeon, Wooley)

10-258 -19 AMEND ADVISORY PARKING COMMITTEE MEMBERSHIP

City Manager Valentine presented this item.

- Recommending a modification to the composition of the board to enable the City to fill some long-time vacancies.
- Replace a building owner with a BSD board member to participate on the board
- Remove the City Engineer and Replace with the City Manager or his designee.

Brad Host expressed that he thought it might be a mistake to eliminate a representative from Engineering.

MOTION: Motion by Commissioner Sherman, seconded by Commissioner Harris:
To adopt the resolution to amend Advisory Parking Committee membership to remove the Building Owner position and replace it with a board member of the Birmingham Shopping District and to remove the City Engineer (non-voting, ex-officio) position and to replace this position with the City Manager, or his/her designee.

VOTE: Ayes: 5
 Nays: 0
 Absent: 2

05-139 -17 USE OF ALTERNATES, REPORTING BOARD ATTENDANCE, AND MODIFYING REQUIREMENTS FOR BOARD MEMBERS

Assistant to the City Manager Haines presented results of a review of board and committee attendance suggesting that three groups might benefit from having two alternate positions added to increase attendance and/or achieve quorum: 1) Advisory Parking Committee, 2) Parks and Recreation Board, and 3) Public Arts Board.

MOTION: Motion by Commissioner Bordman, seconded by Mayor Pro Tem Harris:

To amend the ordinances of the Advisory Parking Committee, the Parks and Recreation Board, and the Public Arts Board, to add 2 alternate positions to each as follows:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members.

AND

To amend Part II of the City Code, Chapter 78, Parks and Recreation, Article II., Parks and Recreation Board, Section 78-26, Created; composition.

AND

To amend Part II of the City Code, Chapter 78, Public Arts Board, Article V., Public Arts Board, Section 78-103, Composition and terms of members.

AND

To direct the city clerk to standardize the attendance reporting of all city boards and committees as outlined in the May 12, 2017 memorandum to the city manager and as clarified by the Commission and to direct staff to amend the Recommended Process for Use of Alternates as clarified by Commissioner Bordman.

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0



**BIRMINGHAM CITY COMMISSION
REGULAR MEETING
OCTOBER 2, 2023
RESOLUTION #09-223-23**

MOTION: Motion by Commissioner Baller, seconded by Commissioner Boutros

Resolution to reduce the Advisory Parking Committee from eleven (11) members to nine (9) members by removing one downtown employee position and one restaurant owner position.

PRESENT: Mayor Longe, Mayor Pro Tem McLain, Commissioners Baller, Boutros, Haig, Host, Schafer

ABSENT: None

Ayes,	Mayor Longe Mayor Pro Tem McLain Commissioner Boutros Commissioner Haig Commissioner Host Commissioner Baller Commissioner Schafer
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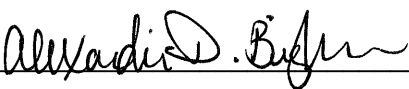
Nays,	None
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Absent,	None
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Passed, adopted and approved this 2nd day of October 2023.

CERTIFICATION

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 2, 2023.



Alexandria Bingham, City Clerk

Birmingham City Commission Minutes
August 12, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/997939324>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor McLain
MPT Schafer
Commissioner Baller
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: Commissioner Haig

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Engineer Borton, Assistant City Manager Clemence, Planning Director Dupuis, Police Chief Grewe, Deputy Treasurer Katz, City Attorney Kucharek, Parks and Recreation Manager Laird, Human Resources Manager Woods, Department of Public Services Director Zielinski

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

Announcements

The Clerk's Office would like to thank all of the Election Inspectors and City staff that helped conduct a safe and successful 2024 August State Primary Election. We appreciate all of the voters who participated by voting early, absentee, or in-person voting. 23.8% of registered Birmingham voters participated, un-official results are available at oakgov.com/elections under the 2024 elections tab. Official results will be available after the Oakland County Board of Canvassers certifies the election results.

Happy Birthday Commissioner Long

Appointments

08-511-24 Museum Board

The Commission interviewed Michael Abelson for the appointment.

MOTION: Nomination by Commissioner Host:
To appoint Michael Abelson to the Museum Board as a regular member to serve the remainder of a three-year term to expire July 5, 2026.

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

Nays, None

CC Bingham swore in Mr. Abelson.

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

Linda Solomon commented regarding a tree near 639 Purdy that was removed.

It was noted that the tree was removed due to storm damage, not resident request.

Eve Pickman commented regarding new construction, flooding, and stormwater management in the City.

V. CONSENT AGENDA

08-512-24 Consent Agenda

MOTION: Motion by Commissioner Longe, seconded by Commissioner Long:
To move the Consent Agenda, encompassing all items.

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

Nays, None

- A. Resolution to approve the regular City Commission meeting minutes of the meeting held on July 22, 2024.
- B. Resolution to approve the special City Commission meeting minutes of the meeting held on July 29, 2024.

- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 25, 2024 in the amount of \$6,669,026.11.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 1, 2024 in the amount of \$1,319,516.99.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 8, 2024 in the amount of \$824,021.09.
- F. Resolution to name Mayor Elaine McLain as the person authorized on behalf of the City to sign an agreement between the Michigan Department of transportation (MDOT) and the City of Birmingham once the agreement is finalized.
- G. Resolution to approve a special event permit as requested by the Piety Hill Chapter, NSDAR to hold the Veterans Day 2024 Annual Wreath-Laying Ceremony on November 11, 2024 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

08-513-24 Public Hearing for 219 Elm St. – All Seasons 2 – Special Land Use Permit Amendment

The Mayor opened the public hearing at 7:45 p.m.

PD Dupuis presented the item.

J. Patrick Howe, attorney, Mark Abanatha, architect, and Sam Beznos, owner, spoke on behalf of the project.

Seeing no public comment, the Mayor closed the public hearing at 8:10 p.m.

Staff and Mr. Beznos answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- This decision should possibly be postponed until the project's possible LEED certification is determined.
- The Planning Board's vote and discussion indicated that it would not have recommended approval of this project's SLUP if 1500 sq. ft. of commercial space had originally been included. That would have been appropriate, as 1500 sq. ft. of commercial in this context would not have been sufficient for the City's goals.

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

To deny the Special Land Use Permit Amendment and Final Site Plan and Design Review application for 219 Elm St. as presented in the suggested resolution.

Commissioner comment on the motion was as follows:

- 1500 sq. ft. would be an insufficiently-sized commercial space. The intended use case for this project would be an office, which would be unlikely to generate street activation and foot traffic in the way the City seeks. While additional stories may yield some benefit to the City, modifications to this plan should have occurred much earlier on in the approval process.
- While three storefronts could be valuable, 1500 sq. ft. in this context was too small to generate the intended benefit to the City. This proposal would not align with the intent of the 2040 Plan for the area.
- While an applicant might request a change in use after an approval, it was likely not appropriate to imagine that such a request would affect the original circumstances of approval five years later.

Public Comment

Mr. Howe commented on the motion.

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

Nays, None

Public Hearing for Combination of Land Parcels 1110 & 1114 Lakeside Road (Withdrawn)

The Mayor opened the public hearing at 8:38 p.m.

Seeing no public comment, the Mayor closed the public hearing at 8:40 p.m.

VIII. NEW BUSINESS

08-514-24 Public Hearing – Oakland Avenue and Haynes Street Project – Sewer and Water Laterals – Confirmation of the Roll

The Mayor opened the public hearing at 8:41 p.m.

DT Katz presented the item.

Seeing no public comment, the Mayor closed the public hearing at 8:42 p.m.

MOTION: Motion by Commissioner Long, seconded by Commissioner Baller:

To confirm Special Assessment Roll 912 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 912, has been heretofore prepared for collection; and

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

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

WHEREAS, the Commission Resolution 07-503-24 provided it would meet this 12th day of August, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this August 12, 2024, all those property owners or their representatives present have been given an opportunity to be heard specifically concerning costs appearing in said special assessment roll;

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment Roll No. 912 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one half percent (9.50%) on all unpaid installments.

Sidwell Number	Street Address	Sewer Lateral SAD Assessment	Water Lateral SAD Assessment
19-25-451-034	400 Park	\$ 1,125.00	\$ -
19-25-452-018	247 Oakland	\$ 2,625.00	\$ 8,190.00
19-25-452-019	267 Oakland	\$ 2,625.00	\$ 7,980.00
19-25-452-026	233 Oakland	\$ 2,625.00	\$ -

\$ 9,000.00 \$ 16,170.00

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

Commissioner Long

Nays, None

08-515-24 Public Hearing – Public Hearing for 260 N. Old Woodward – TERRA (formerly “The Morrie”) – Special Land Use Permit Amendment (Ownership Change)

The Mayor opened the public hearing at 8:45 p.m.

PD Dupuis presented the item.

Kevin Biddison, architect, spoke on behalf of the project.

Seeing no public comment, the Mayor closed the public hearing at 8:48 p.m.

Staff answered informational questions from the Commission.

MOTION: Motion by Commissioner Baller, seconded by MPT Schafer:
To move the suggested resolution.

Commissioner comment on the motion was as follows:

- Terra’s family-friendly atmosphere would be a welcome addition to the City’s present restaurant mix.

ROLL CALL: Ayes, Commissioner Baller
MPT Schafer
Mayor McLain
Commissioner Host
Commissioner Longe
Commissioner Long

Nays, None

08-516-24 Booth Park Entry Plaza & Trail Improvements

DPSD Zielinski introduced the item. Sue Grissim of Grissim Metz Andriese Associates and Mike MacDonald of Hubbell Roth and Clark presented the item.

Staff and Ms. Grissim answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The planned bathrooms, sign, seating, and parking changes would be welcome.
- Increased shade would also be welcome.
- The bathrooms should be able to accommodate heavy use.
- People have a tendency to want to be near the water and this design accommodates that.

- The plans looked great, and the Planning Board was also very complimentary of the plans.
- Some of the purchased items should possibly only be purchased if donors are found.
- Neighbors might be worried about individuals using the hammocks to sleep overnight in the park.
- There were some concerns about the budget. It would be possible to fundraise and make some of the purchases over time.
- It will be important to continue using some of the park bond funds on improved playground equipment.
- The furnishings near the playground should match other furnishings in the park.
- It would be helpful to know whether the tables and seating in the plaza area would likely be sufficient.
- Elevations would help residents understand these designs more completely.
- Publicizing the need for donors in a number of ways, including within the park itself, will be helpful.
- Donors might be interested in sponsoring a tree in the park or in adding their names to pavers. A donor wall with levels of giving on the rear of the restroom building may also be appealing to those wanting to give unrestricted donations.
- The selected materials were high-quality.
- When a particular amenity, such as the bathrooms, would be beneficial to the general public, it might be worth funding that amenity in part with non-park bond funds.
- Names on pavers are generally challenging in terms of long-term maintenance.
- The present suggested action only seeks approval for the drawings. Individual park items can be reviewed by the Commission for potential purchase over time as donors are found.

MOTION:

Motion by Commissioner Longe, seconded by Commissioner Long:

To direct staff to proceed with the finalization of drawings for construction for final review and approval by the City Commission as designed, incorporating ALL elements of the landscape plan, and selecting the custom "bespoke" option for the restroom facility and eliminating the 4 spaces for parking.

ROLL CALL:

Ayes, Commissioner Baller
MPT Schafer
Mayor McLain
Commissioner Host
Commissioner Longe
Commissioner Long

Nays, None

08-517-24 Oakland Avenue and Haynes Street Project Contract #7-24 (P) – Eminent Excavating LLC

ACE Borton presented the item.

MOTION:

Motion by Commissioner Longe, seconded by Commissioner Host:

To move the suggested action adopting the resolution to award the Oakland Avenue and Haynes Street Project Contract #7-24 (P) to Eminent Excavating LLC,

AND

To approve the appropriation and amendment of the 2024/2025 budget as indicated on pages three and four of Section 8D in tonight's agenda.

ROLL CALL: Ayes, Commissioner Longe
 Commissioner Long
 Commissioner Baller
 MPT Schafer
 Mayor McLain
 Commissioner Host

Nays, None

08-518-24 Ordinance to Amend Article III – Sidewalks, Section 98-63 – Original Construction

Staff presented the item. It was noted that, in the ordinance language, a comma should be added after 'discretion'.

MOTION: Motion by Commissioner Baller, seconded by MPT Schafer:
To move the suggested resolution.

ROLL CALL: Ayes, Commissioner Longe
 Commissioner Long
 Commissioner Baller
 MPT Schafer
 Mayor McLain
 Commissioner Host

Nays, None

08-519-24 Tentative Agreement Between the City and Teamsters Local 214

HRM Woods presented the item.

MOTION: Motion by Commissioner Long, seconded by Commissioner Longe:
To approve the tentative agreement dated August 7, 2024 between the City and Teamsters Local 214. Further, to ratify the renewal of the collective bargaining agreement with the inclusion of the changes referenced in this tentative agreement, through June 30, 2027. Additionally, authorize the transfer of funds from the wage adjustment account 101.0-272.000-709.0000 to appropriate departments.

ROLL CALL: Ayes, Commissioner Longe
 Commissioner Long

Commissioner Baller
MPT Schafer
Mayor McLain
Commissioner Host

Nays, None

08-520-23 Closed Session Pursuant to MCL § 15.268 Sec. 8(1)(a)

Staff noted that the closed session was at the request of the employee.

MOTION: Motion by Commissioner Long, seconded by MPT Schafer:
To meet in closed session to evaluate the City Manager's Performance, pursuant to MCL § 15.268 Sec. 8(1)(a).

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

Nays, None

The remainder of the evening's business was addressed before the Commission adjourned to closed session.

The Commission went into closed session at 10:25 p.m.

The Commission returned from closed session at 11:40 p.m.

08-523-23 Return from Closed Session – City Manager's Performance Evaluation

MOTION: Motion by Commissioner Longe, seconded by Commissioner Long:
To increase the City Manager's salary by six percentage points, which equates to \$10,500, and further to direct the City Attorney to produce a first amendment to the appointment agreement to effectuate this change in paragraph four.

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

Nays, Commissioner Host

Commission Items for Future Discussion

08-521-24 Noise Ordinance

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To discuss and have a report on our noise ordinance.

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

Nays, None

08-522-24 Speed Mitigation on Arlington and Shirley

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To assign the Multi-Modal Board to review speed mitigation options for Arlington and Shirley, including but not limited to speed humps, speed boards, bump outs, islands, and signage.

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

Nays, None

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Communication regarding Glenhurst and Oak
- B. Communications regarding the YMCA/Senior Recreation Center Letters
- C. Communication regarding Shirley and Arlington
- D. Order to Deny Plaintiff's Motion for Preliminary Injunction – Case No.: 2024-208305-CZ

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Design Review Board
 - 2. Notice of Intention to Appoint to the Historic District Commission

Commissioner Baller proposed a summit for fall or winter 2024 for all community groups that serve seniors. The purpose of the summit would be to create a space for these groups to discuss their ongoing work and to promote collaboration. He suggested that this could become a model for other community organizations in the City as well.

B. Commissioner Comments

Commissioner Host recommended that staff and the Advisory Parking Committee explore adding solar panel canopies to the rooftops of the garages. He noted that such an investment would likely qualify for partial reimbursement from the federal government.

Commissioner Long stated that the August 7, 2024 music in the park had a tremendous turnout. He stated that the City should increase the number of similar events on its events roster.

The Mayor noted that Ice Arena and Facilities Superintendent Folk organizes these events and has remained with the City past her eligible retirement date due to her enthusiasm for her role.

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

INFORMATION ONLY

XI. ADJOURN

The Commission motioned to adjourn at 11:43 p.m.

Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 08/15/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
299422	*	005430	21ST CENTURY MEDIA- MICHIGAN	869.50
299423	*	005430	21ST CENTURY MEDIA- MICHIGAN	3,192.25
299424	*	000855	48TH DISTRICT COURT	500.00
299425	*	000855	48TH DISTRICT COURT	279.00
299426	*	000855	48TH DISTRICT COURT	339.00
299427		BDREFUND	ABR ALPINE DESIGN	200.00
299428		BDREFUND	ADAMS, BRIAN C	100.00
299429		009699	ADVANCED VETERINARY MEDICAL CENTER	2,709.32
299430	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
299431		BDREFUND	ALLEN BROTHERS INC.	100.00
299432		006686	ALLTRONICS SYSTEMS LTD	144.00
299433		000167	ANDERSON ECKSTEIN WESTRICK INC	20,908.80
299434		009202	AQUARIUM DESIGN INC	240.00
299435		000500	ARTECH PRINTING INC	46.00
299436		000843	BAKER & TAYLOR BOOKS	1,532.24
299437	*	UBREFUND	BEST HOMES TITLE AGENCY	31.37
299438		BDREFUND	BLOOMINGDALE HOMES INC	503.00
299439		003526	BOUND TREE MEDICAL, LLC	224.39
299440	*	005717	BSB COMMUNICATIONS, INC.	175.00
299441	*	009788	BUREAU DETROIT	2,000.00
299442		003907	CADILLAC ASPHALT, LLC	412.67
299443	*	009078	CANON SOLUTIONS AMERICA INC	3,901.95
299444		BDREFUND	CAPPUSO GUTTERS SIDING & ROOFING	200.00
299445		000444	CDW GOVERNMENT INC	1,503.79
299445	*	000444	CDW GOVERNMENT INC	898.43
299446		000902	CENGAGE LEARNING INC	494.15
299447		009137	CGS, INC	1,950.00
299448	*	007774	COMCAST BUSINESS	1,284.40
299449	*	009656	CORBIN DESIGN, INC	1,486.25
299450		008582	CORE & MAIN LP	438.48
299451	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	10.00
299452	*	TAXMISC	DENNIS ABNEY	813.35
299453	*	000179	DTE ENERGY	87.13
299454	*	000179	DTE ENERGY	20.32
299455	*	000179	DTE ENERGY	1,067.83
299456	*	000179	DTE ENERGY	833.15
299457	*	000179	DTE ENERGY	35.83
299458	*	000179	DTE ENERGY	35.52
299459	*	000179	DTE ENERGY	67.76
299460	*	000179	DTE ENERGY	1,105.03
299461	*	000179	DTE ENERGY	1,890.29
299462	*	000179	DTE ENERGY	240.85

City of Birmingham
Warrant List Dated 08/15/2024

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Check Number	Early Release	Vendor #	Vendor	Amount
299463	*	000179	DTE ENERGY	1,981.54
299464	*	000179	DTE ENERGY	237.64
299465	*	000179	DTE ENERGY	21.49
299466	*	000179	DTE ENERGY	1,253.64
299467	*	000179	DTE ENERGY	1,246.78
299468	*	000179	DTE ENERGY	96.60
299469	*	000180	DTE ENERGY	52,892.53
299470		007505	EAGLE LANDSCAPING & SUPPLY	720.00
299471		BDREFUND	ERT CHAPIN AVE LLC	500.00
299472		001495	ETNA SUPPLY	2,475.00
299473		006654	FLEETPRIDE INC	284.58
299474		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	145.00
299475		MISC	FRANCIS GRANT	6,156.36
299476		BDREFUND	GLASSXPRT	100.00
299477	*	004604	GORDON FOOD	831.20
299478		000249	GA BUSINESS PURCHASER LLC	569.28
299479		001447	HALT FIRE INC	691.31
299480		BDREFUND	HILLMAN, MARK P	200.00
299481	*	001956	HOME DEPOT CREDIT SERVICES	1,166.77
299482		BDREFUND	HRH CONSTRUCTION LLC	1,475.00
299483		009884	HURON VALLEY GUNS LLC	266.00
299484		BDREFUND	IDEAL BUILDERS AND REMODELING INC	2,500.00
299485		009910	IDI	145.00
299486		001090	INGRAM LIBRARY SERVICES	1,968.57
299487	*	009551	INTERMEDIA. NET INC	802.52
299488		MISC	JAMES MOFFET	4,418.10
299489		BDREFUND	JOSHUA HANNUM	300.00
299490		005291	KAESER & BLAIR INC	1,490.27
299491	*	004088	KGM DISTRIBUTORS INC	657.00
299492		BDREFUND	KROLL CONSTRUCTION CO	200.00
299493		MISC	LAUREN WOOD	37.80
299494		009913	LEAH BLIZINSKI	307.36
299495		BDREFUND	LYNCH CUSTOM HOMES	900.00
299496		000972	MCKESSON MEDICAL-SURGICAL	271.29
299497		BDREFUND	MEISTER, JASON ROBERT	1,000.00
299498	*	002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	226.00
299499		009630	MIDWAY CLEANING CO, LLC	800.00
299500		BDREFUND	MIKES CONTRACTING SERVICES LLC	500.00
299501		BDREFUND	N.C. CEMENT	875.00
299502		000673	NEW YORK TIMES, THE	4,446.00
299503	*	005431	NILFISK, INC.	212.00
299504		BDREFUND	NORTHERN SIGN CO INC	200.00
299505		MISC	NOVI PUBLIC LIBRARY	14.00

City of Birmingham

Warrant List Dated 08/15/2024

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Check Number	Early Release	Vendor #	Vendor	Amount
299506		BDREFUND	NYE, MATTHEW JOSEPH	100.00
299507		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00
299508	*	000477	OAKLAND COUNTY	305,801.89
299509		004370	OCCUPATIONAL HEALTH CENTERS	63.00
299509	*	004370	OCCUPATIONAL HEALTH CENTERS	722.00
299510	*	009478	ODP BUSINESS SOLUTIONS, LLC	643.00
299511	*	009827	PARKER TECHNOLOGY, LLC	1,541.00
299512		BDREFUND	PETROVICH, KRISTIAN	100.00
299513		009612	PLAYAWAY PRODUCTS LLC	920.10
299514		BDREFUND	PMS DIVERSIFIED CONSTRUCTION SERVIC	100.00
299515	*	001263	POSITIVE PROMOTIONS INC	745.48
299516		009154	POWERDMS INC	5,447.98
299517		008974	PREMIER PET SUPPLY	170.98
299518		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
299519		000746	ROCHESTER HILLS PUBLIC LIBRARY	35.94
299520		BDREFUND	RYAN D PASQUALI	300.00
299521		006932	SALINE DISTRICT LIBRARY	13.00
299522		007142	SHERWIN-WILLIAMS COMPANY	207.28
299523		002602	SIRCHIE ACQUISITION COMPANY	9.23
299524		002809	STATE OF MICHIGAN	967.78
299525		BDREFUND	STEIN'S HOME IMPROVEMENT INC	200.00
299526		BDREFUND	SUPREME DECKS	100.00
299527		007408	T-MOBILE	561.82
299528	*	009914	THE BIOSOLVE COMPANY	235.27
299529		000275	TIRE WHOLESALERS CO INC	420.68
299530		004379	TURNER SANITATION, INC	85.00
299530	*	004379	TURNER SANITATION, INC	985.00
299531		003760	UNUM LIFE INSURANCE CO. OF AMERICA	31,147.91
299532	*	008941	UPTOWN MARKET OF BIRMINGHAM	286.65
299533		009863	US BANK EQUIPMENT FINANCE	69.93
299534	*	001279	US FIGURE SKATING ASSOC.	122.50
299535	*	000293	VAN DYKE GAS CO.	154.00
299536	*	000158	VERIZON WIRELESS	295.14
299537	*	000158	VERIZON WIRELESS	49.19
299538	*	000158	VERIZON WIRELESS	1,228.03
299539		BDREFUND	WALLSIDE INC	500.00
299540	*	007978	WEST BLOOMFIELD TOWNSHIP	9,544.50
299541		001438	WINDER POLICE EQUIPMENT, INC	821.00
SUBTOTAL PAPER CHECK				\$514,327.05
<u>ACH TRANSACTION</u>				
11324	*	002284	ABEL ELECTRONICS INC	632.50
11325		003708	AIRGAS USA, LLC	66.60
11326	*	009909	BEST SUPPLY INC	62.72

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
11327	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	620.00
11328		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	2,714,288.15
11329	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
11330		009183	BOB ADAMS TOWING	173.00
11331	*	003282	LISA MARIE BRADLEY	308.00
11332	*	009122	CLAIRE CHUNG	69.00
11333		000605	CINTAS CORPORATION	200.07
11334		000605	CINTAS CORPORATION	25.88
11335		000605	CINTAS CORPORATION	81.92
11336	*	009540	CIVICPLUS, LLC	9,591.00
11337		001750	COMERICA BANK	1,378.75
11337		001750	COMERICA BANK	299,286.93
11338		003176	COMERICA BANK - RHC	842.25
11338		003176	COMERICA BANK - RHC	101,230.18
11339	*	002668	CONTRACTORS CLOTHING CO	1,265.11
11340		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
11341	*	009557	ZECO, LLC	330.00
11342		009181	DELTA TEMP SERVICES INC	1,067.83
11343	*	001077	DUNCAN PARKING TECH INC	6,202.35
11344		000196	EJ USA, INC.	1,068.85
11345	*	000243	GRAINGER	816.41
11346		009249	JCC CREATIVE LLC	975.00
11347		009298	JCR SUPPLY INC	1,490.38
11348	*	000891	KELLER THOMA	825.00
11349		009864	M.E. SIMPSON COMPANY INC	17,604.00
11350		008336	NBS COMMERCIAL INTERIORS	2,641.00
11351		008843	OAKLAND COUNTY TREASURER- TAX PYMNT	4,763,890.56
11352	*	002767	OSCAR W. LARSON CO.	114.48
11353	*	006853	PAUL C SCOTT PLUMBING INC	550.00
11354	*	001753	PEPSI COLA	413.74
11355	*	001181	ROSE PEST SOLUTIONS	48.00
11356		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,488.04
11357	*	009266	US SIGNAL COMPANY LLC	8,968.77
11358	*	000969	VIGILANTE SECURITY INC	220.50
11359		009128	WITMER PUBLIC SAFETY GROUP INC	5,008.52
SUBTOTAL ACH TRANSACTION				\$7,946,238.99

City of Birmingham
Warrant List Dated 08/15/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$8,460,566.04

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



Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 08/22/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
299542		006638	ACTION MAT & TOWEL RENTAL, INC	40.00
299543		000951	ALL AMERICAN CASH REGISTER INC	220.00
299544	*	009393	AMANDA MCBRIDE	1,152.00
299545		008431	AMCOBI	18,321.00
299546	*	007033	APPLIED IMAGING	314.47
299547		009034	ASPHALT SPECIALISTS INC	10,300.00
299548	*	006759	AT&T	71.93
299549		009609	BALIAN LEGAL, PLC	3,125.25
299550		009568	BEDROCK EXPRESS LTD	1,404.77
299551	*	007129	BELFOR PROPERTY RESTORATION	846.81
299552		002231	BILLINGS LAWN EQUIPMENT INC.	639.99
299553		008095	BIRMINGHAM BLOOMFIELD ART CENTER	500.00
299554		003526	BOUND TREE MEDICAL, LLC	301.35
299555		003907	CADILLAC ASPHALT, LLC	559.99
299556		000595	CARRIER & GABLE INC	2,483.50
299557		009562	EGLE	400.00
299558		000902	CENGAGE LEARNING INC	538.22
299559		009137	CGS, INC	1,575.00
299560		009917	CITY OF BIRMINGHAM #259	11,409.90
299561	*	000627	CONSUMERS ENERGY	356.18
299562		008512	COOL THREADS EMBROIDERY	225.99
299563	*	MISC	DAVID HOFLEY	479.50
299564	*	000179	DTE ENERGY	103,701.81
299565	*	000179	DTE ENERGY	42.80
299566	*	000179	DTE ENERGY	13.98
299567	*	000180	DTE ENERGY	9,389.89
299568	*	000274	E-Z-GO DIVISION OF TEXTRON INC	169.58
299569		007505	EAGLE LANDSCAPING & SUPPLY	149.60
299570		004493	ELITE IMAGING SYSTEMS, INC	892.30
299571	*	007366	FIRST ADVANTAGE OCCUPATIONAL CORP	73.60
299572	*	009387	FRAIBERG & PERNIE PLLC	420.00
299573		001771	GOLF ASSOC. OF MICHIGAN	200.00
299574	*	004604	GORDON FOOD	609.17
299575		000726	GUARDIAN ALARM	305.12
299576		007339	HIGHEST HONOR, INC	404.00
299577	*	001956	HOME DEPOT CREDIT SERVICES	426.73
299578		001090	INGRAM LIBRARY SERVICES	16,076.46
299581	*	007973	JB CONTRACTORS INC	1,000.00
299582		MISC	JOHN CAMERON & SONS WELL DRILLING,	1,560.00
299583	*	009403	JUSTIN ZAYID	1,200.00
299584	*	TAXMISC	KATHERINE MCDONALD	4,080.78
299585		004088	KGM DISTRIBUTORS INC	256.00

City of Birmingham

Warrant List Dated 08/22/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
299586	*	UBREFUND	KIMBERLY RAZNIK	2,601.00
299587	*	000362	KROGER COMPANY	48.70
299588	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,140.00
299589	*	007910	MACALLISTER RENTALS	290.00
299590	*	003026	MACEO	20.00
299591		003934	MADISON GENERATOR SERVICE INC	488.95
299592	*	009546	MASTERS TELECOM	64.24
299593		008207	METAL MART U.S.A.	96.63
299594	*	007805	MICHAELS STORES, INC #2861	29.19
299595		007479	MICHIGAN BREAD BAKERY	45.50
299596		000230	MIKE SAVOIE CHEVROLET INC	32.95
299597		007163	MOBILE HEALTH RESOURCES	2,548.20
299598	*	TAXMISC	NATALIA DIBELLA	200.00
299599		009704	NOAR TECHNOLOGIES	406.00
299600		009915	OAKLAND COMMUNITY HEALTH NETWORK	8,366.75
299601		000919	OAKLAND COUNTY TREASURER	346.12
299602	*	000675	OAKLAND SCHOOLS	5,853.17
299603		000678	OCLC, INC.	3,587.05
299604		008669	OHM ADVISORS INC	1,930.00
299605		006785	OVERDRIVE, INC.	21,555.21
299606	*	009827	PARKER TECHNOLOGY, LLC	3,049.22
299607		005501	POISON IVY CONTROL OF MI, LLC	7,500.00
299608	*	006625	PTS COMMUNICATIONS, INC	78.00
299609	*	009394	RABAA & NACHAWATI PLLC	360.00
299610	*	007562	MIKE ROMANOWSKI	418.65
299611	*	005996	RON TURLEY ASSOCIATES, INC.	5,294.03
299612	*	002806	SAM'S CLUB/SYNCHRONY BANK	352.18
299613		007142	SHERWIN-WILLIAMS COMPANY	24.00
299613	*	007142	SHERWIN-WILLIAMS COMPANY	69.18
299614	*	008815	SHI INTERNATIONAL CORP.	409.38
299615		000260	SPARTAN DISTRIBUTORS INC	12,350.00
299616	*	009184	SPECTRUM PRINTERS INC	419.34
299617		009912	STANDARD ADHERENCE FIRE EQUIPMENT	447.50
299618	*	003630	SUN SHADE WINDOW TINTING INC	190.00
299619		008697	T-MOBILE USA, INC	50.00
299620		BDREFUND	THE PARKVIEW DEV LLC.	950.00
299621	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	5,069.75
299622	*	007226	VALLEY CITY LINEN, INC	136.18
299623	*	000158	VERIZON WIRELESS	89.89
299624	*	000158	VERIZON WIRELESS	366.02
299625	*	000158	VERIZON WIRELESS	308.16
299626	*	000158	VERIZON WIRELESS	98.38
299627	*	009806	VFP FIRE SYSTEMS	4,376.00

City of Birmingham

Warrant List Dated 08/22/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
299628		001490	WEST SHORE FIRE INC	1,312.65
299629	*	008391	XEROX CORPORATION	112.88
SUBTOTAL PAPER CHECK				\$289,718.72
<u>ACH TRANSACTION</u>				
11364		003708	AIRGAS USA, LLC	393.50
11365	*	009383	BATTI LAW PLLC	360.00
11366	*	000517	BEIER HOWLETT PC	53,915.50
11367	*	009891	BEST ASPHALT INC.	99,489.10
11368	*	007345	BEVERLY HILLS ACE	1.79
11369		006683	BIRMINGHAM LAWN MAINTENANCE, INC	23,847.00
11370		007875	CANFIELD EQUIPMENT SERVICE INC.	1,010.00
11371	*	009396	CECILIA QUIRINDONGO BAUNSOE	1,080.00
11372		000605	CINTAS CORPORATION	200.07
11373		000605	CINTAS CORPORATION	45.88
11374		009846	CITY OF BIRMINGHAM #258	52,524.63
11375		002234	CMP DISTRIBUTORS INC	300.00
11376		001367	CONTRACTORS CONNECTION INC	1,125.00
11377		009840	THOMAS S. KLISE COMPANY, INC	872.15
11378	*	009195	CROWN CASTLE FIBER LLC	4,655.15
11379	*	006999	CHRISTOPHER DEMAN	25.00
11380	*	007538	EGANIX, INC.	720.00
11381	*	009851	EMINENT EXCAVATING LLC	852,144.67
11382	*	007807	G2 CONSULTING GROUP LLC	15,489.00
11383	*	000243	GRAINGER	97.06
11384	*	009390	IDUMESARO LAW FIRM, PLLC	360.00
11385	*	007870	J.C. EHRLICH CO. INC.	179.13
11386	*	000261	J.H. HART URBAN FORESTRY	6,417.63
11387	*	003458	JOE'S AUTO PARTS, INC.	2,519.11
11388	*	000155	JOHNSON CONTROLS SECURITY SOLUTIONS	219.51
11389	*	000155	JOHNSON CONTROLS SECURITY SOLUTIONS	2,937.94
11390	*	009392	LAMB LEGAL CONSULTING SERVICES	360.00
11391	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,482.00
11392		009663	MACQUEEN EQUIPMENT, LLC	6,196.02
11393	*	009398	MARCIA C ROSS PC	744.00
11394	*	005634	GINA MOODY	80.05
11395		008336	NBS COMMERCIAL INTERIORS	792.00
11396		001194	NELSON BROTHERS SEWER	345.00
11397	*	006359	NYE UNIFORM COMPANY	530.00
11398	*	009395	ORLANDO LAW PRACTICE PC	516.00
11399	*	001753	PEPSI COLA	706.22
11400	*	009666	RAM CONSTRUCTION SERVICES OF MICHIG	37,910.00
11401	*	001181	ROSE PEST SOLUTIONS	430.00
11402		002974	VILLAGE OF BEVERLY HILLS	92,369.37

City of Birmingham
Warrant List Dated 08/22/2024

Meeting of 08/26/2024

Check Number	Early Release	Vendor #	Vendor	Amount
11403		009687	WAGEWORKS, INC.	105.00
11404	*	009379	YELLOW DOOR LAW	6,852.00
SUBTOTAL ACH TRANSACTION				\$1,270,346.48
GRAND TOTAL				\$1,560,065.20

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Planning Division

DATE: August 20, 2024

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for Lot Division and Lot Combination of 532 & 568 Lakeside Drive, parcels 19-26-427-012 & 19-26-427-011.

INTRODUCTION:

The owner of 532 & 568 Lakeside Drive has applied to divide a portion of 568 Lakeside Drive and combine it with 532 Lakeside Drive.

BACKGROUND:

The subject properties are located on the eastern side of Lakeside Drive across from Quarton Lake. 532 Lakeside Drive is a corner lot north of Harmon Street where the applicant is pursuing more yard space by applying to break off a portion of 568 Lakeside to the north and combine it with their corner lot property at 532 Lakeside. The applicant also intends to demolish the existing home at 568 Lakeside and leave the lot vacant for the time being. Moving the lot line as proposed triggers both a lot division review and a combination of land parcel review from the Municipal Code standards.

Lot Division

The Subdivision Regulation Ordinance (Chapter 102, Section 102-53) requires that the following standards be met for approval of a lot division.

- (1) *All lots formed or changed by the division shall conform to the minimum requirements of chapter 126 of this Code for the zone district in which the property is located.*

The subject properties are zoned R1 Single Family Residential. For 568 Lakeside, the existing home will be demolished and the plans indicate a building envelope with the front setback of 46' 9", the rear setback of 30', the north side setback of 12' 6", and the south side setback of 9'. The lot will be developable in the future.

For 532 Lakeside, the front setback facing Lakeside will be 36' 8", the rear setback will be 30', the (front/side) setback facing Harmon Street will be 23' 2" and northern side setback will be 18'.

As previously discussed, the applicant intends to demolish the home at 568 Lakeside and leave the lot as landscaped open space for the time being. Any new residential dwelling proposed in the future for 568 Lakeside will be subject to review from the Building Department and all requirements of the Zoning Ordinance's R1 (Single Family Residential) zoning district.

Accordingly, the applicant satisfies this requirement.

- (2) *All residential lots formed or changed by the division shall have a lot width, as defined in chapter 126, of not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed and within the same zone district.*

The average lot width on Lakeside Drive within 300 feet of the subject properties is 86'. The resulting lot widths are proposed to be 86' for 568 Lakeside and 130' for 532 Lakeside, each being no less than the average within 300' on the same street and same zone.

Accordingly, the applicant satisfies this requirement.

- (3) *The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*
- a. *The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*
 - b. *The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.*
 - c. *The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

It does not appear that the location of proposed buildings or structures nor the location and nature of vehicular ingress or egress will hinder the development of adjacent land nor impair the value of said land.

The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of regulated wetlands or endangered species of flora and fauna. The proposed lot division does not appear to unreasonably disturb the natural features of the site.

The proposed lot split will not negatively affect the supply of light and air to adjacent properties. It will not negatively affect the capacity of essential public facilities. City departments have no objections to the proposed lot split.

Accordingly, the applicant satisfies this requirement.

Lot Combination

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

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

The shape of the existing lots and the proposed lots are consistent with the character of the area.

The property is zoned R1 – Single Family Residential, which has a minimum lot area of 9,000 SF. The applicant has provided a survey with building envelopes and setbacks indicating all zoning requirements can be satisfied. Any new development would be subject to a maximum lot coverage of 30% and a minimum open space of 40%.

The Birmingham 2040 Plan characterizes this area as a “Traditional” Neighborhood District Fabric which is typical for the R1 zone. The proposed lot sizes of 9,404 SF and 14,074 SF are typical for the traditional R1 single family lots.

Accordingly, the applicant satisfies this requirement.

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

The average lots width of properties on the same street within 300’ along Lakeside Road is 86’, ranging between 71’ and 112’. The proposed lot widths of 86’ for 568 Lakeside and 130’ for 532 Lakeside do not exceed twice the average of all lot width within 300’, which would be 172’.

Accordingly, the applicant satisfies this requirement.

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

The applicant is in the process of finalizing this information and will have final calculations for the public hearing. Staff is amenable to this given the survey provided and size of the surrounding lots. The proposed lot sizes do not appear to be out of the ordinary.

Further evaluation will be conducted for the public hearing.

- (4) *The combination will result in building envelopes on the combined parcels that will allow*

for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500 feet in all directions in the same zone district.

The proposed lots will allow for the placement of buildings and structures in a manner consistent with the existing rhythm and pattern of development within 500’.

Accordingly, the applicant satisfies this requirement.

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

There are no outstanding taxes due on this property.

The proposal meets this requirement.

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

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

The proposal appears to meet this requirement.

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

The proposal appears to meet this requirement.

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

The proposal appears to meet this requirement.

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns related to the form or substance.

FISCAL IMPACT:

The demolition of a residential home will impact the taxable value, however the lot combination and division cannot prevent a home from being torn down.

SUSTAINABILITY:

There are no sustainability concerns for this agenda item.

DESIGN CONSIDERATIONS:

There are no design considerations for the proposed lot re-configuration.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of September 23, 2024 to consider the lot division and lot combination of 532 & 568 Lakeside Drive, parcels 19-26-427-012 & 19-26-427-011.

ATTACHMENTS:

- Registered Land Surveys

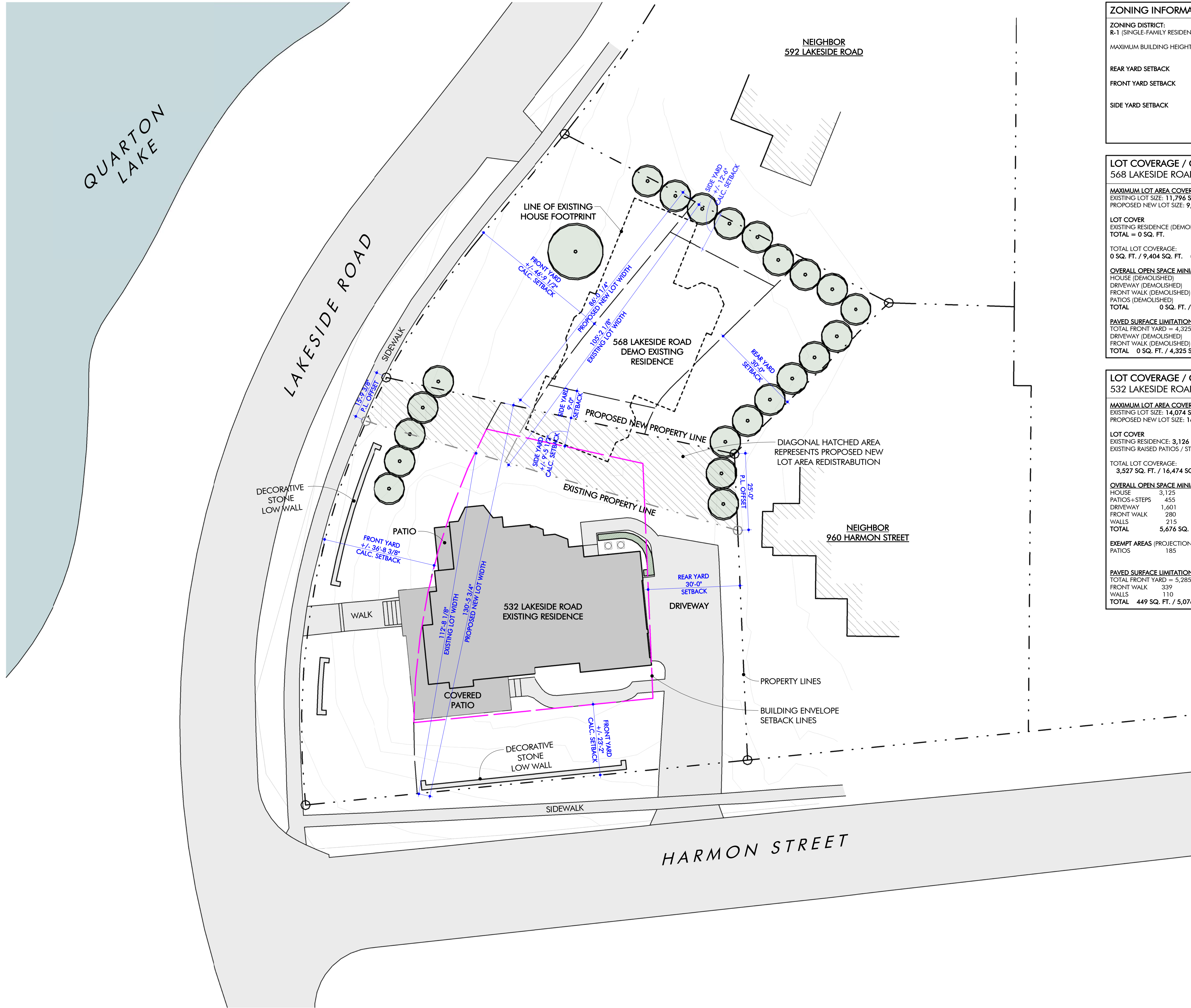
SUGGESTED ACTION:

Make a motion to set a public hearing date of September 23, 2024 to consider the lot division and lot combination of 532 & 568 Lakeside Drive, parcels 19-26-427-012 & 19-26-427-011.



OVERALL ARCHITECTURAL SITE PLAN

SCALE: 1/16" = 1'-0"



ZONING INFORMATION:

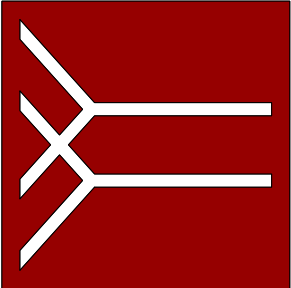
ZONING DISTRICT: R-1 (SINGLE-FAMILY RESIDENTIAL)	
MAXIMUM BUILDING HEIGHT	= 30'-0" (TO MID POINT OF ROOF) 24'-0" (FLAT ROOFS ONLY)
REAR YARD SETBACK	= 30'-0"
FRONT YARD SETBACK	= 25'-0" (OR) AVERAGE FRONT LINE OF HOMES WITHIN 200'-0", WHICHEVER IS GREATER
SIDE YARD SETBACK	= 9'-0" OR 10% OF LOT WIDTH (LEAST ONE) 14'-0" OR 25% OF LOT WIDTH (LEAST TWO)

LOT COVERAGE / OPEN SPACE:
568 LAKESIDE ROAD [NORTH LOT]

MAXIMUM LOT AREA COVERAGE BY BUILDINGS = 30%	
EXISTING LOT SIZE:	11,796 SQ. FT.
PROPOSED NEW LOT SIZE:	9,404 SQ. FT.
LOT COVER	
EXISTING RESIDENCE (DEMOLISHED):	0 SQ. FT.
TOTAL	= 0 SQ. FT.
TOTAL LOT COVERAGE:	
0 SQ. FT. / 9,404 SQ. FT.	= 0.0%
OVERALL OPEN SPACE MINIMUM 40%	
HOUSE (DEMOLISHED)	0
DRIVEWAY (DEMOLISHED)	0
FRONT WALK (DEMOLISHED)	0
PATIOS (DEMOLISHED)	0
TOTAL	0 SQ. FT. / 9,404 SQ. FT. = 0.0% OR 100.0% OPEN
PAVED SURFACE LIMITATIONS = MINIMUM 65% OPEN	
TOTAL FRONT YARD	= 4,325 SQ. FT.
DRIVEWAY (DEMOLISHED)	0
FRONT WALK (DEMOLISHED)	0
TOTAL	0 SQ. FT. / 4,325 SQ. FT. = 0.0% OR 100.0% OPEN

LOT COVERAGE / OPEN SPACE:
532 LAKESIDE ROAD [SOUTH LOT]

MAXIMUM LOT AREA COVERAGE BY BUILDINGS = 30%	
EXISTING LOT SIZE:	14,074 SQ. FT.
PROPOSED NEW LOT SIZE:	16,474 SQ. FT.
LOT COVER	
EXISTING RESIDENCE:	3,126 SQ. FT.
EXISTING RAISED PATIOS / STEPS:	401 SQ. FT.
TOTAL LOT COVERAGE:	
3,527 SQ. FT. / 16,474 SQ. FT.	= 21.41%
OVERALL OPEN SPACE MINIMUM 40%	
HOUSE	3,126
PATIOS+STEPS	401
DRIVEWAY	1,601
FRONT WALK	280
WALLS	215
TOTAL	5,676 SQ. FT. / 16,474 SQ. FT. = 34.45% OR 65.55% OPEN
EXEMPT AREAS (PROJECTIONS INTO REQUIRED OPEN SPACES)	
PATIOS	185
PAVED SURFACE LIMITATIONS = MINIMUM 65% OPEN	
TOTAL FRONT YARD	= 5,285 SQ. FT.
FRONT WALK	339
WALLS	110
TOTAL	449 SQ. FT. / 5,076 SQ. FT. = 8.85% OR 91.15% OPEN

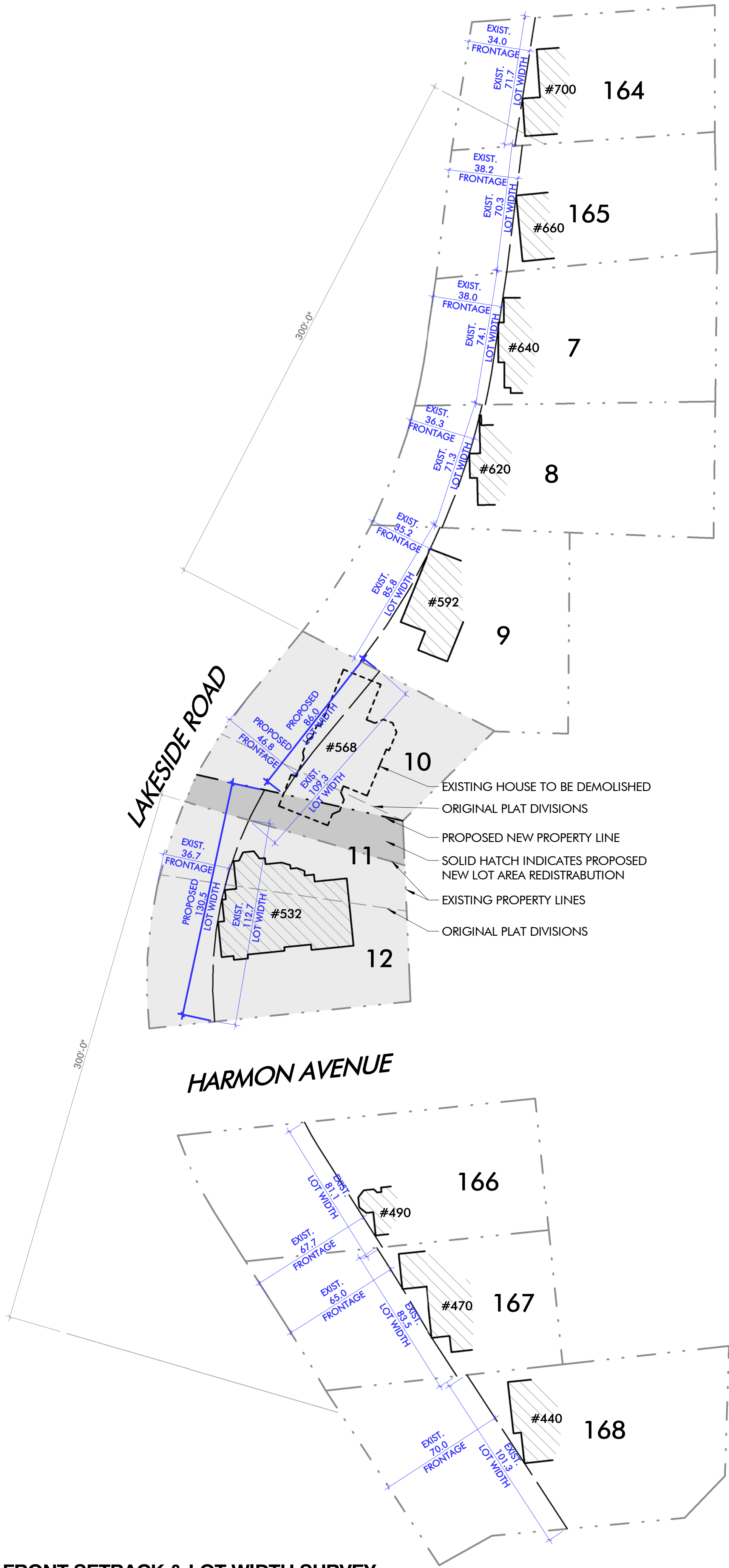




1
SD1.2

FRONT SETBACK & LOT WIDTH SURVEY

SCALE: 1" = 40'-0"



ZONING INFORMATION:

ZONING DISTRICT:

R-1 (SINGLE-FAMILY RESIDENTIAL)

MAXIMUM BUILDING HEIGHT = 30'-0" (TO MID POINT OF ROOF)
24'-0" (FLAT ROOFS ONLY)

REAR YARD SETBACK = 30'-0"

FRONT YARD SETBACK = 25'-0" (OR) AVERAGE FRONT LINE OF HOMES WITHIN 200'-0",
WHICHEVER IS GREATER

SIDE YARD SETBACK = 9'-0" OR 10% OF LOT WIDTH
(LEAST ONE)
14'-0" OR 25% OF LOT WIDTH
(LEAST TWO)

FRONT SETBACK CALCULATIONS: 568 LAKESIDE ROAD

AVERAGE FRONTAGE OF LOTS WITHIN 300' EITHER SIDE OF PRINCIPAL LOT (EXCLUDING PRINCIPAL LOT)

N. LOT 164 [#700] = 34.0' FRONTAGE (EXISTING)
N. LOT 165 [#660] = 38.2' FRONTAGE (EXISTING)
N. LOT 7 [#640] = 38.0' FRONTAGE (EXISTING)
N. LOT 8 [#620] = 36.3' FRONTAGE (EXISTING)
N. LOT 9 [#592] = 35.2' FRONTAGE (EXISTING)
S. LOT 12 [#532] = 36.7' FRONTAGE (EXISTING)
S. LOT 166 [#490] = 67.7' FRONTAGE (EXISTING)
S. LOT 167 [#470] = 65.0' FRONTAGE (EXISTING)
S. LOT 168 [#440] = 70.3' FRONTAGE (EXISTING)

LOT 10 FRONT SETBACK CALCULATION

421.1' [SUM OF LOT FRONTAGES WITHIN 300'] / 9 [LOTS] = 46.79' FRONT SETBACK

LOT WIDTH CALCULATIONS: 568 LAKESIDE ROAD

AVERAGE LOT WIDTH WITHIN 300' EITHER SIDE OF PRINCIPAL LOT (INCLUDING PRINCIPAL LOT)

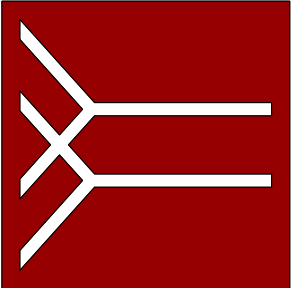
N. LOT 164 [#700] = 71.7' LOT WIDTH (EXISTING)
N. LOT 165 [#660] = 70.3' LOT WIDTH (EXISTING)
N. LOT 7 [#640] = 74.1' LOT WIDTH (EXISTING)
N. LOT 8 [#620] = 71.3' LOT WIDTH (EXISTING)
N. LOT 9 [#592] = 85.8' LOT WIDTH (EXISTING)
PRINCIPAL LOT 10 [#568] = 108.4' LOT WIDTH (EXISTING)
S. LOT 12 [#532] = 112.7' LOT WIDTH (EXISTING)
S. LOT 166 [#490] = 81.1' LOT WIDTH (EXISTING)
S. LOT 167 [#470] = 83.5' LOT WIDTH (EXISTING)
S. LOT 168 [#440] = 101.3' LOT WIDTH (EXISTING)

AVERAGE LOT WIDTH CALCULATION

860.2' [SUM OF LOT WIDTHS WITHIN 300'] / 10 [LOTS] = 86.02' [AVERAGE MINIMUM LOT WIDTH]

OVERALL - AVERAGE LOT CALCS

YOUNG & YOUNG ARCHITECTS
www.Y Y Architects.com



ARCHITECTS

VALLEE RESIDENCE

BIRMINGHAM, MICHIGAN

JULY 24, 2024

TOPOGRAPHIC SURVEY

CERTIFIED TO: YOUNG & YOUNG ARCHITECTS, INC.



LOCATION MAP
SCALE: 1" = 2000'

PROPERTY DESCRIPTION:
(AS FURNISHED BY CLIENT)

PARCEL NO. 19-26-427-011
LOT 10 AND THE NORTH 1/2 OF LOT 11, "QUARTON LAKESIDE", A
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26,
VILLAGE OF BIRMINGHAM (NOW CITY OF BIRMINGHAM), OAKLAND
COUNTY, MICHIGAN AS RECORDED IN LIBER 45 OF PLAT, PAGE 31
OF OAKLAND COUNTY RECORDS.

PARCEL AREA

(AS SURVEYED)
TOTAL = 11,796.31 SQUARE FEET = 0.271 ACRE

BASIS OF BEARING

SOUTH 27°56'22" EAST, BEING THE CALCULATED
BEARING FROM THE NORTHWEST CORNER OF LOT 10
TO THE SOUTHEAST CORNER OF LOT 10 AS
PLATTED AND AS MONUMENTED IN FIELD.

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN THE ZONE X,
AREAS DETERMINED TO BE OUTSIDE THE 0.2%
ANNUAL CHANCE (500-YEAR) FLOOD, AS SHOWN
ON FLOOD INSURANCE RATE MAP NUMBER
26125C0036F, DATED SEPTEMBER 29, 2006,
PUBLISHED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY.

BENCHMARKS

CITY BENCHMARK #25
ELEVATION = 763.88 (CITY DATUM)
TOP OF BRASS MONUMENT IN CONCRETE WALK,
LOCATED ON THE SOUTHWEST CORNER OF OAK
AVENUE AND GREENWOOD AVENUE.

SITE BENCHMARK
ELEVATION = 738.52 (CITY DATUM)
EXISTING SANITARY SEWER MANHOLE LOCATED ON
THE WEST SIDE OF LAKESIDE ROAD IN ASPHALT
PAVEMENT IN FRONT OF EXISTING RESIDENCE
#532.

SURVEYOR'S NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE
BEEN LOCATED FROM FIELD SURVEY.
INFORMATION AND EXISTING DRAWINGS. THE
SURVEYOR MAKES NO GUARANTEES THAT THE
UNDERGROUND UTILITIES SHOWN COMPRISE
ALL SUCH UTILITIES IN THE AREA, EITHER IN
SERVICE OR ABANDONED. THE SURVEYOR
FURTHER DOES NOT WARRANT THAT THE
UNDERGROUND UTILITIES SHOWN ARE IN THE
EXACT LOCATION INDICATED ALTHOUGH HE
DOES CERTIFY THAT THEY ARE LOCATED AS
ACCURATELY AS POSSIBLE FROM
INFORMATION AVAILABLE. THE SURVEYOR HAS
NOT PHYSICALLY LOCATED THE
UNDERGROUND UTILITIES OTHER THAN THE
STRUCTURE INVENTORY SHOWN HEREON.
2. A CURRENT TITLE POLICY HAS NOT BEEN
FURNISHED AT TIME OF SURVEY. THEREFORE
EASEMENTS AND/OR ENCUMBRANCES
AFFECTING SUBJECT PARCEL MAY NOT BE
SHOWN.
3. ZONING - R1, SINGLE FAMILY RESIDENTIAL.
4. AVERAGE FRONT SETBACK, AS SURVEYED =
42.78' (REFER TO SHEET 2).

CONTRACTOR'S NOTE

The locations of existing underground utilities
are shown in an approximate way only. The
contractor shall determine the exact location
of all existing utilities before commencing
work. He agrees to be fully responsible for
any and all damages which might be
occasioned by his failure to exactly locate
and preserve any and all underground utilities.
The contractor shall be responsible for adhering to all applicable local, state,
and federal standards, specifications, and guidelines for construction.

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE) for the location
of underground utilities

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR
WITH CAP, #46724
- UTILITY POLE
- ELECTRIC METER/UTILITY RISER
- AIR CONDITIONING UNIT
- GAS METER
- SIGN
- MANHOLE (AS NOTED)
- WATER SHUTOFF
- EXISTING TREE & D.B.H.
- 000.00
- EXISTING GROUND ELEVATION
- PARCEL BOUNDARY
- PLATTED LOT LINE
- ADJACENT PARCEL
- EXISTING BUILDING
- EXISTING WALL
- EXISTING PAVEMENT AS NOTED
- EXISTING FENCES
- EXISTING SANITARY/COMBINED SEWER
- EXISTING WATER LINE
- OVERHEAD LINES
- EXISTING GAS LINE
- GRADE CONTOUR, 1' INTERVAL
- EDGE OF LANDSCAPING / STONE
HEDGE ROW

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN
DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A
FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A
CORRECT REPRESENTATION OF THE SAME.

SHANE PATRICK AZBELL
LICENSED PROFESSIONAL SURVEYOR, STATE OF MICHIGAN
LICENSE NO. 4001046724

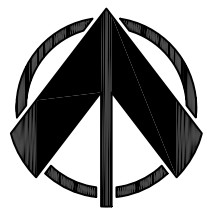
SITE BENCHMARK

ELEVATION = 738.52 (CITY DATUM)
EXISTING SANITARY SEWER MANHOLE
LOCATED ON THE WEST SIDE OF
LAKESIDE ROAD IN ASPHALT PAVEMENT
IN FRONT OF EXISTING RESIDENCE #532.

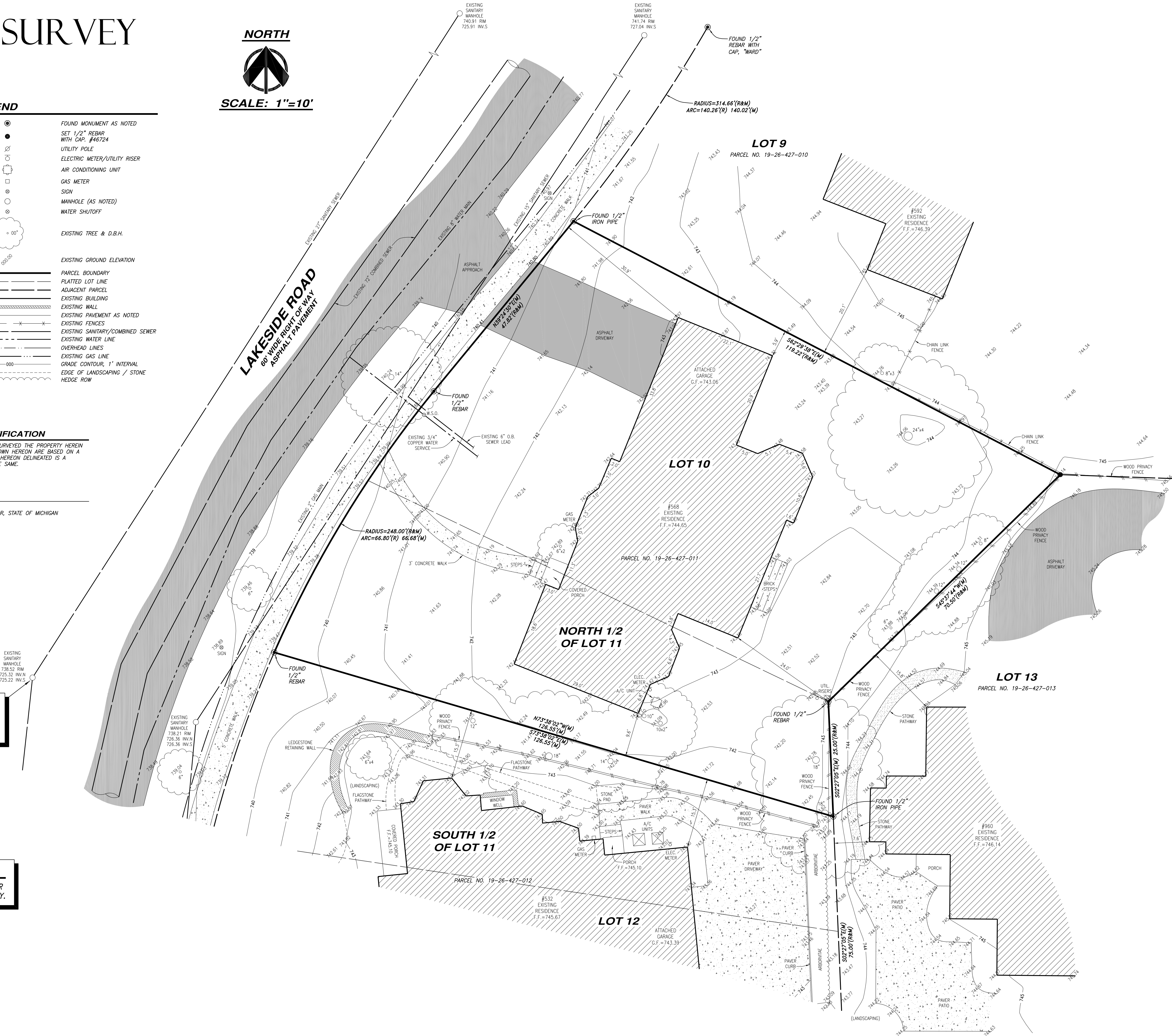
NOTE

REFER TO SHEET 2 FOR
FRONT SETBACK SURVEY.

NORTH



SCALE: 1"=10'



TOPOGRAPHIC
SURVEY

CLIENT: MR. ROGER YOUNG
YOUNG & YOUNG ARCHITECTS, INC.
1133 WEST LONG LAKE RD, STE 100
BLOOMFIELD HILLS, MI 48302
(248) 646-6900

REVISIONS:

SEAL:

SHEET

1

OF 2

MUNICIPAL REVIEW NUMBERS:

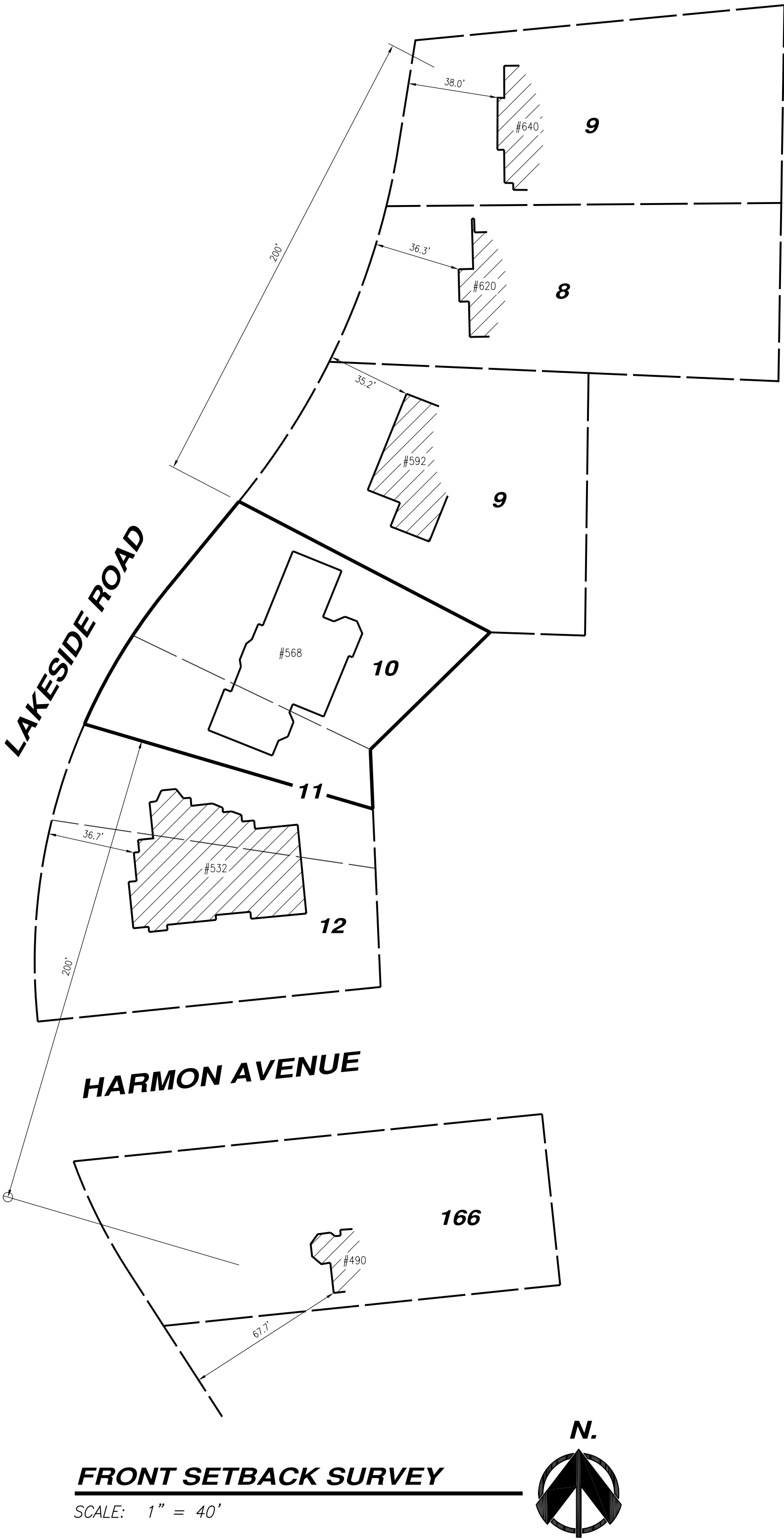
AZTEC
LAND SURVEYORS INC.
P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253
SHANE@AZTECSURVEY.COM

JOB NO: 24032
DATE: 8/9/24
DRAWN BY: S.A.
CHECKED BY: S.A.

PART OF THE SOUTHEAST 1/4 OF SECTION 26,
CITY OF BIRMINGHAM, OAKLAND COUNTY, MI

TOPOGRAPHIC SURVEY

CERTIFIED TO: YOUNG & YOUNG ARCHITECTS, INC.



FRONT SETBACK SURVEY

SCALE: 1" = 40'



PROJECT:
TOPOGRAPHIC
SURVEY

CLIENT:
MR. ROGER YOUNG
YOUNG & YOUNG ARCHITECTS, INC.
1133 WEST LONG LAKE RD., STE. 100
BLOOMFIELD HILLS, MI 48302
(248) 646-4900

REVISIONS:

SEAL:

SHEET

2

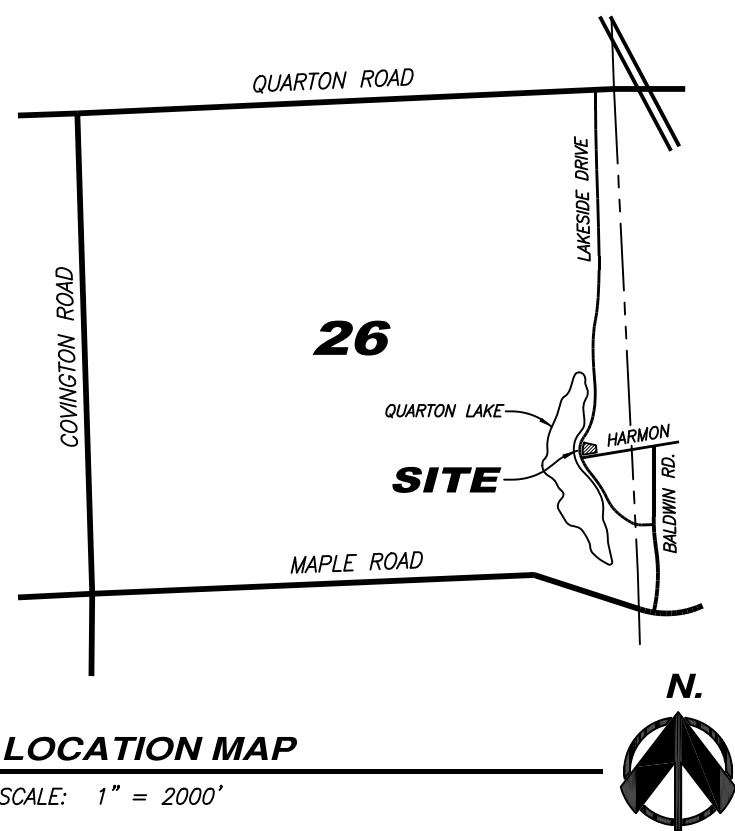
OF 2

MUNICIPAL REVIEW NUMBERS:

AZTEC
LAND SURVEYORS INC.
P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253
SHANE@AZTECSURVEY.COM

TOPOGRAPHIC SURVEY

CERTIFIED TO: YOUNG & YOUNG ARCHITECTS, INC.



PROPERTY DESCRIPTION:
(AS FURNISHED BY CLIENT)

PARCEL NO. 19-26-427-012
LOT 10 AND THE NORTH 1/2 OF LOT 11, "QUARTON LAKESIDE", A
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26,
VILLAGE OF BIRMINGHAM (NOW CITY OF BIRMINGHAM), OAKLAND
COUNTY, MICHIGAN AS RECORDED IN LIBER 45 OF PLAT, PAGE 31
OF OAKLAND COUNTY RECORDS.

BENCHMARKS

CITY BENCHMARK #25
ELEVATION = 738.88 (CITY DATUM)
TOP OF BRASS MONUMENT IN CONCRETE WALK, LOCATED ON THE
SOUTHWEST CORNER OF OAK AVENUE AND GREENWOOD AVENUE.

SITE BENCHMARK
ELEVATION = 738.52 (CITY DATUM)
EXISTING SANITARY SEWER MANHOLE LOCATED ON THE WEST SIDE
OF LAKESIDE ROAD IN ASPHALT PAVEMENT IN FRONT OF EXISTING
RESIDENCE #532 (SUBJECT PROPERTY).

SURVEYOR'S NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED
FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS.
THE SURVEYOR MAKES NO GUARANTEES THAT THE
UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES
IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE
SURVEYOR FURTHER DOES NOT WARRANT THAT THE
UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION
INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE
LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION
AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE
UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE
INVENTORY SHOWN HEREON.
2. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME
OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES
AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.
3. ZONING - R1, SINGLE FAMILY RESIDENTIAL.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH CAP. #46724
- UTILITY POLE
- ⊗ ELECTRIC METER/UTILITY RISER
- ⊗ AIR CONDITIONING UNIT
- ⊗ GAS METER
- ⊗ GAS VALVE
- ⊗ SIGN
- MANHOLE (AS NOTED)
- CLEANOUT
- ⊗ SQUARE CATCH BASIN
- ⊗ ROUND DRAIN OUTLET
- ⊗ GATEWELL/WATER SHUTOFF
- EXISTING TREE & D.B.H.
- EXISTING GROUND ELEVATION
- PARCEL BOUNDARY
- PLATTED LOT LINE
- ADJACENT PARCEL
- EXISTING BUILDING
- EXISTING WALL
- EXISTING PAVEMENT AS NOTED
- EXISTING FENCE
- EXISTING SANITARY/COMBINED SEWER
- EXISTING STORM LINE
- EXISTING WATER LINE
- OVERHEAD LINES
- EXISTING GAS LINE
- GRADE CONTOUR, 1' INTERVAL
- EDGE OF LANDSCAPING / STONE
- HEDGE ROW
- 100-YEAR FLOOD PLAN CONTOUR

PARCEL AREA
(AS SURVEYED)
TOTAL = 14,074.41 SQUARE FEET = 0.323 ACRE

BASIS OF BEARING
SOUTH 27°56'22" EAST, BEING THE CALCULATED
BEARING FROM THE NORTHWEST CORNER OF LOT
10 TO THE SOUTHEAST CORNER OF LOT 10 AS
PLATTED AND AS MONUMENTED IN FIELD.

SITE BENCHMARK
ELEVATION = 738.52 (CITY DATUM)
EXISTING SANITARY SEWER MANHOLE
LOCATED ON THE WEST SIDE OF
LAKESIDE ROAD IN ASPHALT PAVEMENT
IN FRONT OF EXISTING RESIDENCE
#532 (SUBJECT PROPERTY).

VERTICAL DATUM NOTE
THE CITY OF BIRMINGHAM'S VERTICAL DATUM,
REFERENCED HEREON, IS ONE (1) FOOT
HIGHER THAN THE NORTH AMERICAN
VERTICAL DATUM OF 1988 (NAVD88).

FLOOD NOTE
PORTIONS OF THE SUBJECT PROPERTY LIE
WITHIN THE FOLLOWING FLOOD ZONE
DESIGNATIONS:

- ZONE X (AREAS DETERMINED TO BE
OUTSIDE OF THE 0.2% ANNUAL CHANCE
FLOODPLAIN),
- ZONE X (AREAS OF 0.2% ANNUAL
CHANCE FLOOD),
- ZONE AE (SPECIAL FLOOD HAZARD
AREAS SUBJECT TO INUNDATION BY
THE 1% ANNUAL CHANCE FLOOD -
BASE FLOOD ELEVATIONS DETERMINED).

AS PER FLOOD INSURANCE RATE MAP
NUMBER 26125C0536F, DATED SEPTEMBER
29, 2006, AS PUBLISHED BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY.

THE 100-YEAR FLOOD PLAN ELEVATION FOR
THIS SITE IS 737.6 NAVD88 DATUM AS PER
THE FEMA FLOOD INSURANCE STUDY AND
FLOODWAY DATA FOR THE QUARTON BRANCH.

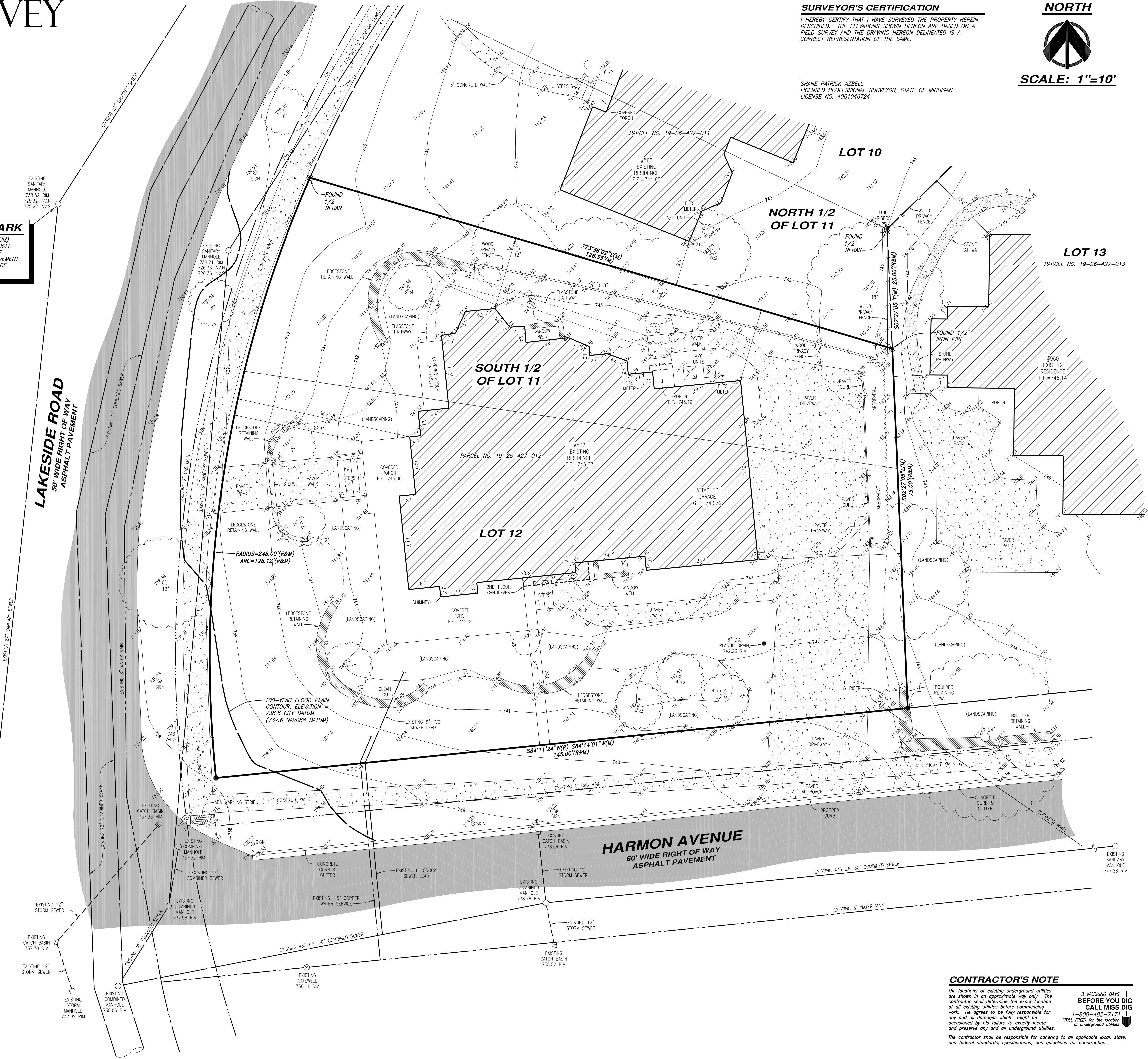
LAKESIDE ROAD
60' WIDE RIGHT OF WAY
ASPHALT PAVEMENT

EXISTING
SANITARY
MANHOLE
737.67 RIM

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN
DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A
FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A
CORRECT REPRESENTATION OF THE SAME.

SHANE PATRICK AZBELL
LICENSED PROFESSIONAL SURVEYOR, STATE OF MICHIGAN
LICENSE NO. 4601046724

NORTH
SCALE: 1"=10'



CONTRACTOR'S NOTE
The locations of existing underground utilities
are shown in an approximate way only. The
contractor shall determine the exact location
of all existing utilities before commencing
work. He agrees to be fully responsible for
any and all damages which might be
occasioned by his failure to exactly locate
and preserve any and all underground utilities.
3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE) for the location
of underground utilities.
The contractor shall be responsible for adhering to all applicable local, state,
and federal standards, specifications, and guidelines for construction.

PROJECT: TOPOGRAPHIC
SURVEY

CLIENT: MR. ROGER YOUNG
YOUNG & YOUNG ARCHITECTS, INC.
1133 WEST LONG LAKE RD. SUE 100
BLOOMFIELD HILLS, MI 48302
(248) 646-6900

REVISIONS:

SCALE:

SHEET

1 OF 1

MUNICIPAL REVIEW NUMBERS:

AZTEC
LAND SURVEYORS INC.
P.O. BOX 353
HOLLY, MI 48442
PHONE: 586-306-1253
SHANE@AZTECSURVEY.COM



MEMORANDUM

Planning Division

DATE: August 21, 2024

TO: Jana Ecker, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set a Public Hearing for 200 S. Chester Street – Baldwin House Senior Living – Special Land Use Permit Amendment

INTRODUCTION:

Baldwin House Senior Living is located at 200 Chester St. and consists of 131 multi-family units with affordable housing and market rate housing for seniors and families (non-seniors). The building operates as “special-purpose housing” under the provisions of a Special Land Use Permit (SLUP) within the R7 Multiple-Family Residential zoning district. The ownership group is proposing changes to the age cohorts and rental rates for their building which constitutes a substantial change to the operation and use regulated by their Special Land Use Permit.

Article 7, Section 7.37 of the Zoning Ordinance States *"Once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and and the City Commission has approved the request for change."* Given the substantial changes proposed to the age cohorts and rental rates for the special purpose housing, the applicant must obtain approval from the City Commission for such requests.

The changes are proposed as the 30 year terms of Baldwin House’s Low Income Housing Tax Credit (LIHTC) Agreement with the State and Payment In-Lieu of Taxes (PILOT) agreement with the City are set to expire December 31, 2024. Meanwhile, Baldwin House’s parking agreement with the City for the use of 69 parking spaces in the Chester Street Parking Structure is set to expire September 28, 2024. **Thus, the property’s provision of affordable units, the property tax status, and the parking requirements must be considered for SLUP review, which involves five (5) related documents which are included in the attachments:**

1. **Special Land Use Permit (Birmingham)**
2. **Parking Agreement (Birmingham)**
3. **Mortgage Agreement (MSHDA)**
4. **Low-Income Housing Tax Credit (LIHTC) Agreement (MSHDA)**
5. **Tax Exemption, Payment In-Lieu of Taxes (PILOT) Agreement (Birmingham)**

On August 1, 2024, a memo was sent by the Baldwin House management team to the Baldwin House residents titled "Tax Credit Program Update" claiming the following:

4.) The ownership of the building has submitted an application with the City of Birmingham to renew the Affordable Housing Program beginning 1/1/25, however we have not received any updates as of yet. I will let you know when we receive updates.

City staff has received no such application regarding a renewal of the Affordable Housing Program at this time. City staff was made aware of this letter by the residents who received such information. Please see attached for the full letter.

Preliminary discussions between City staff and the Baldwin House team have occurred since the fall of 2023. A memo dated November 28, 2023 from Baldwin House (Birmingham LDHA LP) was sent to Birmingham staff (see attached) outlining their desired terms for future use which includes the following:

1. Reduce the amount of affordable housing units from 40% down to 20% over time.
2. Phase out the 20% of units designated for families (non-seniors) and operate as 55+ independent senior living.
3. The City continue to lease 69 parking spaces from the Chester Street Parking Structure to Baldwin House free of charge.
4. Enter into a new Payment In Lieu of Taxes (PILOT) agreement for local property tax exemptions from the City.

City staff then conducted research regarding the history of Baldwin House and the terms associated with each of its contracts regulating the operations of the senior affordable housing over the past 30 years. Staff then met with the Baldwin House team on June 25, 2024 where City staff indicated a desire to continue the original 40-60 ratio of affordable housing and market rate housing, along with 20% of units continuing to be designated as family units. **City staff indicated they were not amenable to any reduction in the amount of affordable housing units. Staff also indicated that the City would extend the existing PILOT Agreement and Parking Agreement as long as Baldwin House agreed to maintain the original 40-60 ratio of affordable units and market rate units.**

Staff asked for more information regarding new LIHTC and PILOT eligibility for January 1, 2025 and beyond. A follow up email outlining what was discussed during the meeting was sent by staff to the Baldwin House representatives (see attached). No further information that was requested has been provided by the Baldwin House group at this time. **City Staff recommends that the City Commission require such information before agreeing to any new terms of the SLUP Agreement, Parking Agreement, or PILOT Agreement.**

BACKGROUND:

The use of Baldwin House over the past 30 years is a result of the City of Birmingham's efforts in the 1970s to have affordable senior housing. Such efforts led to conflict where comments were made and actions were taken that led to the City of Birmingham being found in violation of the Civil Rights Act of 1968. Upon this finding in 1982, The Federal Court filed an injunction against the City of Birmingham that prohibited the City from taking actions that would prevent Baldwin House from constructing affordable senior housing. This injunction also led to the terms of the development between the City of Birmingham and Baldwin House that was brokered by the Federal Court and the US Department of Justice Civil Rights Division. The Federal Court requirements that were agreed upon in the 1980s are set to expire at the end of 2024 and now need to be renegotiated by the City Commission, this time without the assistance of the Federal Court.

Terms of the development include that Birmingham provide 69 parking spaces free of charge to Baldwin House residents, that Baldwin House provide a minimum of 40% of units for low income renters, and that the remaining 60% be rented at an average of 100% of the surrounding median income for the duration of their loan from the Michigan State Housing Development Authority, and that the City provide a PILOT agreement for local property tax exemption.

A more detailed summary of Baldwin House's history and policy will be presented to the City Commission on September 9, 2024 for the monthly workshop at 6:00pm. This presentation will cover the establishment and findings of Birmingham's Senior Citizen Housing Committee (1970-1972), the purchase agreement of land between Birmingham and Baldwin House (1976) and subsequent amendments, the City's ballot regarding a senior citizen center (1978), the City Commissioner recall (1978), and a summary of the Federal Court's findings in the Civil Rights Act of 1968 violation.

Staff will then review the relevant zoning for special purpose housing, the resulting site plan for Baldwin House, and the documents associated with the use and operation of the building including the Special Land Use Permit, the Parking Agreement, and the Payment In-Lieu of Taxes (PILOT) agreement with the City, as well as Baldwin House's Loan Agreement and Low Income Housing Tax Credit (LIHTC) agreement with the State (MSHDA). The following is a summary of relevant items for consideration related to the use and operation of Baldwin House.

1.) Special Land Use Permit

Baldwin House operates as "special-purpose housing" in the R7 zoning district through the provisions of a Special Land Use Permit (SLUP). Special-purpose housing is defined in Chapter 9 of the Zoning Ordinance as follows:

A public or private residential building containing dwelling units designed for the use and occupancy by seniors, the units of which are rented at a rate which would be not more than 110% of the rates permitted under Federal or State subsidized housing for similar units for housing by seniors.

The definition of special purpose housing was adopted in 1976 for this particular property, and requires the provision of senior housing and subsidized housing to satisfy the requirements for a SLUP. In general, subsidized housing per Federal and State standards requires either a minimum of 20% of the units be rented to low income persons who make 50% or less of the Area Median Income (AMI), or that a minimum of 40% of the units be rented to low income persons who

make 60% or less of the Area Median Income (AMI). The service area in this case is Oakland County, where in 2023 the Area Median Income was \$67,500.

Section 5, Article 5.05(E) of the Zoning Ordinance allows bonus height and bonus density for special-purpose housing through the SLUP. The existing structure is five stories with 131 residential units. Without the provision of special-purpose housing zoning bonuses, the subject property would be limited to four stories and 53 units in the R7 zone. Thus, the provision of affordable housing for seniors has enabled Baldwin House a bonus floor and 78 additional units for rent.

Baldwin House Senior Living obtained SLUP approval from the City Commission August 24, 1987, followed by SLUP amendments November 14, 1988 and December 21, 1992. Baldwin House then obtained its Certificate of Occupancy on September 28, 1994. **Baldwin House must provide a minimum of 20% of units for low income persons as per State and Federal guidelines to be in compliance with their SLUP for special purpose housing, otherwise the property is not entitled to the 78 additional units and the bonus 5th floor.**

2.) Parking Agreement

Special-purpose housing has a parking requirement of 0.5 parking spaces per unit. Baldwin House would be required to provide 66 parking spaces on-site, though they currently have 11. Residential uses are typically required to provide all parking on-site per the requirements of the Zoning Ordinance, however the Baldwin House has a unique parking agreement with the City of Birmingham due to a Federal Court order where they may count 69 parking spaces in the Chester Street Parking Garage towards their parking requirement. This agreement expires on September 28, 2024. Baldwin House is the only residential use in the City that may count public parking structure spaces towards its parking requirement.

Terms of the Parking Agreement State that after 30 years from the Certificate of Occupancy, Baldwin House may purchase the right to lease up to sixty nine (69) parking spaces within three months of the Agreement's expiration. Baldwin House would be required to pay \$15,000 per parking space, plus an amount equal to the capital expenditure costs incurred by the City since construction of the Chester Structure per space leased, plus the cost of a monthly pass per space. Chester Street Parking Structure has 880 parking spaces and the City has invested \$2,281,779 in upkeep since completion - \$2,592 per space. A monthly parking pass at Chester Street currently costs \$50 per month. Thus Baldwin House must pay an amount of \$1,217,298 by December 28, 2024 to satisfy its parking requirements (69 parking spaces*(\$15,000+\$2,592+\$50)). **If Baldwin house does not pay this amount within 90 days of their parking agreement expiration, or reach a new parking agreement with the City, they will be in violation of their SLUP for failing to satisfy the parking requirements of the Zoning Ordinance.**

3.) Michigan State Housing Development Authority (MSHDA) Loan Agreement

Terms of Baldwin House's loan agreement with MSHDA were brokered in 1986. The loan agreement required a total of 40% of the units (53 units) in Baldwin House to be affordable. 30% of the units (39 units) were required to be rented to people with an income of 50% or less of the Area Median Income (AMI), and 10% of the units (13 units) were required to be rented to people with an income of 30% or less of the Area Median Income (AMI). For a single person to qualify for one of Baldwin House's 53 affordable units in 2023, they would have to have an annual income of \$33,900 or less ($\$67,800 * 50\% = \$33,900$) and would pay a monthly rate of \$847 or less for

a one-bedroom unit (($\$33,900 \times 30\%$)/12 months) based on their verified income. It is of note that these rates vary based on family size.

Another component of Baldwin House's loan agreement with MSHDA is that the remaining 60% of units (78 units) not designated for low-income residents were required to be rented at an average monthly rate of 100% of the Area Median Income (AMI) for the duration of the loan. Thus, Baldwin House was required to rent 78 of their units at an average of the Oakland County market rate which in 2023 was \$1,695 per unit. Now that the loan is paid off, Baldwin House is no longer required by MSHDA to rent 78 of their units at Oakland County market rate (\$1,695/month) – the units could be uncapped and rented at "community rates" (Birmingham rates).

The MSHDA loan was paid off by Baldwin House in September of 2023 and MSHDA has confirmed this with a Loan Discharge certification dated November of 2023. **Baldwin House has indicated to staff they will be seeking to refinance for 2025 and beyond. The City Commission may wish to have certain affordability requirements recorded on any financial agreement with a Federal or State agency as a condition of a SLUP amendment, as was done with the original MSHDA Mortgage Agreement (see Section 2, Income Restrictions and Rental Rates).**

4.) Low Income Housing Tax Credit (LIHTC) Agreement

Baldwin House also obtained approval from MSHDA for Low-Income Housing Tax Credits (LIHTC). These credits may be deducted from an organization's annual income taxes as long as the development maintains a designated amount of affordable housing over a designated amount of time. The Regulatory Agreement dated August 16, 1995 indicates Baldwin House qualified for \$124,511 worth of tax credits per year for 10 years. Affordable housing development teams typically sell these credits to investment groups for a lump-sum amount ranging between 0.80-0.97 cents to the dollar in order to finance up-front development costs. The Federal government allows this exchange as long as the purchasing group has a financial interest in the project – thus Baldwin House had a development group and an equity group involved in the initial project. Baldwin House's LIHTC Agreement with MSHDA is set to expire December 31, 2024. **Baldwin House has indicated an interest in maintaining their affordable housing status to gain additional tax credits, thus they will be required to enter into a new LIHTC agreement with MSHDA for 2025 and beyond. The City Commission may wish to have certain requirements recorded on the new LIHTC Agreement for 2025 as a condition of a SLUP amendment.**

5.) Property Tax Exemption (Payment in Lieu of Taxes – PILOT)

In 1994, Birmingham approved Ordinance No. 1447 that granted tax-exempt status to Baldwin House, and required a 4% shelter rent fee applied to all units (total annual rents * 4%) . At the time of approval, all 131 units had income and rent restrictions due to the original MSHDA loan agreement requiring a minimum of 40% rented to affordable persons and the remaining 60% of the units to be rented at an average of market rate (Oakland County). In 2022, Baldwin House paid a service fee of \$42,500 to the City.

Baldwin House has also communicated that they would like to continue the use of a PILOT agreement with a 1% fee, which is lower than the current 4%. Michigan legislation MCL Section 125.1415(a)(1)(a) requires that Baldwin House be financed with a Federally aided or authority aided mortgage or advance or grant from the authority to be eligible for a tax exemption. City staff is aware that the original MSHDA loan was paid off in September of 2023, therefore staff

has requested information on how Baldwin House's future finances will make them eligible for an exemption from property taxes. **City staff has yet to receive such information.**

Michigan legislation MCL Section 125.1415(a)(3)(c) enables cities to charge a service fee in lieu of taxes equal to the full amount of taxes that would be paid on that portion of the housing project if the housing project were not tax exempt. Therefore, the City Commission has the ability to approve a PILOT with a fee that is a combination of a percentage of shelter fees applied to the affordable units (e.g. 4%), plus a fee equivalent to the full amount of taxes that would be paid on the non-affordable units. City staff's position is that a shelter rent fee should only be applied to the units that have income and rent restrictions, and that a fee proportional to the ad-valorem taxable value be applied to all rental units with uncapped rental rates pursued by Baldwin House.

In order for a new PILOT Agreement to be accomplished, Baldwin House must provide proof of financing that makes them eligible for tax-exempt status per requirements of MCL Section 125.1415(a)(1)(a).

To summarize, the City Commission may wish to consider new requirements for affordable housing at Baldwin House for January 1, 2025 and beyond. Such requirements could be recorded in a SLUP Amendment, and be required to be recorded on any new loan agreement and LIHTC Agreement obtained by Baldwin House as a condition of their SLUP. The State (MSHDA) would then ensure compliance on an annual basis, as was done for the past 30 years. The City Commission may also wish to consider a new parking agreement and PILOT agreement for Baldwin House as a condition of their compliance with the City's required amount of affordable housing.

LEGAL REVIEW:

The city attorney has reviewed the memo and suggested action and concurs with staff.

FISCAL IMPACT:

Baldwin House has been exempt from property taxes since obtaining its Certificate of Occupancy in 1994. The PILOT Agreement that exempted Baldwin House from local property taxes will expire at the end of the year. Terms of a new PILOT Agreement should be considered once the applicant provides financial information demonstrating they are eligible for a PILOT Agreement from January 1, 2025 and beyond. The City may also receive \$1.2 million from Baldwin House to satisfy the expiration of their parking agreement unless a new parking agreement is achieved.

SUSTAINABILITY:

There are no major sustainability items at this time.

DESIGN CONSIDERATIONS:

There are no new design considerations for Baldwin House at this time.

PUBLIC COMMUNICATIONS:

As required for public hearings, a legal ad will be placed in a newspaper of local circulation to advertise the nature of the request in advance of the public hearing at the City Commission, and notices will be sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of October 6, 2024 to consider Special Land Use Permit Amendments for the Baldwin House Senior Living Center at 200 S. Chester Street. A SLUP Resolution and SLUP Contract will be provided for the Public Hearing on October 6, 2024.

ATTACHMENTS:

- Baldwin House Management Letter to Residents, August 1, 2024
- Baldwin House Ownership Memo to City of Birmingham, November 28, 2023
- City of Birmingham follow-up email to Baldwin House, June 25, 2024
- Baldwin House SLUP approval and amendments, 1987, 1988, 1992
- Parking Agreement, March 26, 1990
- PILOT Agreement (Tax Exemption), January 22, 1990
- MSHDA Loan Agreement, January 14, 1993
- MSHDA Low Income Housing Tax Credit Agreement (LIHTC)
- Baldwin House Purchase Agreement, December 6, 1976, Amended November 29, 1977
- US District Court Injunction, May 27, 1982
- US District Court Order and Judgement, October 6, 1986
- 2022-2023 MSHDA Compliance Document

SUGGESTED ACTION:

Make a motion to set a public hearing date of October 6, 2024 to consider the Special Land Use Permit Amendments for the Baldwin House Senior Living Center at 200 S. Chester Street.



THE BALDWIN
ON CHESTER

DATE: August 1, 2024
TO: Affordable Housing (Tax Credit) Residents
FROM: Lawrence Zane, ARM
The Baldwin on Chester Manager
RE: Tax Credit Program Update

I want to update all our residents that are part of the affordable housing/tax credit program here at Baldwin.

- 1) As of 12/31/2024, Baldwin House – Birmingham will have completed its LIHTC Compliance Period, as the 30-year Affordable Housing Program that started here in 1994 will be expiring at the end of this year.
- 2) Even though the LIHTC Compliance Period will end at the end of this year, there is a 3 Year Tenant Protection Period that will begin on 1/1/2025. This 3-year period guarantees that your rent will not increase by more than 5% per year until 1/1/2028, after which time your rent could increase more than 5%.
- 3) Although this program is ending at the end of December 2023, please be assured that no one will be evicted or asked to move from the building.
- 4) The ownership of the building has submitted an application with the City of Birmingham to renew the Affordable Housing Program beginning 1/1/25, however we have not received any updates as of yet. I will let you know when we receive updates.

Should you have any questions please do not hesitate to contact the leasing office.

cc: lease file

MEMORANDUM

To: Birmingham City Manager and Mark
From: Birmingham LDHA LP
Date: November 28, 2023
Subject: Proposed Agreements

- For years 2024-2027, fifty-three (53) units will continue to be affordable for the current 53 LIHTC residents under the existing regulatory agreements. Birmingham LDHA LP (BLDHA) wants to continue affordable units at the property beyond 2027, but it will require continuance of a PILOT agreement and continued use of sixty nine (69) parking spaces free of charge.
- BLDHA will enter into a new agreement that provides the “53 Current Affordable Residents” with the rights to annually renew their lease agreement on terms consistent with their current lease **beyond** the current regulatory end date of December 31, 2027.

The percentage of affordable units will be reduced from 40% (53 units) to 20% (26 units) over time. Please note this WILL NOT IMPACT ANY EXISTING LIHTC RESIDENTS – their occupancy rights will be extended beyond December 31, 2027.

The reduction to 20% (26 units) will gradually occur over time when twenty seven (27) of the 53 Current Affordable Residents elect to move out of their current units in the years to come.

If BLDHA does not comply with the “new agreed upon affordability restrictions”, BLDHA will lose the parking rights and the PILOT (see below), AND the property will be noncompliant with the zoning ordinances if it no longer has at least 26 affordable units.

- 55+ age restrictions for all residents will go into effect as soon as we negotiate an amended regulatory agreement with MSHDA that currently “sets aside” 20% of the units for occupancy with youthful occupants. Current occupants who are younger than 55 will be grandfathered until December 31, 2024.
- The PILOT needs to continue as long as there is compliance with the “affordability requirements described above” – and the annual PILOT payment beginning in 2025 and future years needs to be set at 1%.
- We need continuance of sixty-nine (69) parking spots for residents, with affordable residents having first priority. No employees or owners will benefit from the use of the sixty-nine parking spots. Residents will deal directly with the City about parking matters, and these parking rights will continue as long as the PILOT continues.
- A new/amended SLUP will need to be issued by the City by September, 2024 setting forth all of the above.

Baldwin House - Meeting Follow Up External Inbox

**Brooks Cowan** <bcowan@bhamgov.org>to jhenke, jschwartz, Tschwartz  Tue

Baldwin House group,

As a follow up to today's meeting, the City of Birmingham staff is interested in maintaining the composition of affordable units, market rate units, senior units, and family units as was approved. This means the following requirements to be continued:

- 1.) 40% of the total units to remain affordable with 30% of the units for 50% AMI or less and 10% of the units for 30% AMI or less.
- 2.) 60% of the non-affordable units may not exceed 30% of 100% of the monthly median income for the service area which is Oakland County (See paragraph three of MSHDA Reg "Income Restrictions and Rental Rates").
- 3.) 20% of the units be designated as family units (non-senior).

Should the Baldwin House group agree to continue the terms from the original approval of Baldwin House, the City of Birmingham staff will recommend to continue the following terms:

- 4.) Approve a new PILOT Agreement with 4% shelter rents for all regulated units.
- 5.) Approve a new Parking Agreement for the continued use of 69 parking spaces free of charge.

City staff will recommend that the conditions of 1,2, and 3 be recorded on any MSHDA loan and/or LIHTC Agreement as a condition of their SLUP.

As discussed today, if the Baldwin Group could provide an operations plan detailing food, transportation, entertainment, medical, and management information, that would be very helpful for the SLUP Amendment hearing. This would be needed by City Commission agenda time, however I highly recommend you send us a draft and have your management team meet with us when the agenda is posted.

Also, our initial understanding of PILOT eligibility and MCL Section 125.1415a is that Baldwin House must be financed with federally-aided or authority-aided mortgage or advance credit. Could you provide the City details on upcoming financing and how Baldwin House will qualify for a new PILOT agreement per state requirements? Once we receive plans on how Baldwin House will be financed, we can send the Baldwin Group draft copies of a SLUP Agreement and PILOT Agreement.

Let us know if you have any other questions.

CITY OF BIRMINGHAM
MICHIGAN

APPROVED
SLUP
AUG. 24, '87

SPECIAL LAND USE PERMIT
BALDWIN HOUSE CORPORATION

WHEREAS Baldwin House has applied for a Special Land Use Permit to construct a Special Purpose Housing Project, such application having been filed pursuant to Section 5.190 of the City Code, and

WHEREAS the land for which the Special Land Use Permit is sought is located at the northwest corner of the Chester/Merrill Street intersection, and

WHEREAS the land is zoned R-7 Multiple-Family Residential, which permits Special Purpose Housing, with a Special Land Use Permit, and

WHEREAS Section 5.190 (8) requires a Special Land Use Permit to be granted by the Birmingham City Commission at such time that any change takes place in the building, or improvements are made on the parcel of land, and

WHEREAS the applicant is requesting to construct Special Purpose Housing and related improvements on the site, and

WHEREAS the Planning and Historic District Commission reviewed the special land use permit request and recommended the following plan additions, modifications, and conditions be made a part of the special land use permit approval:

1. Coordinate future parking lot ingress/egress with the City Engineer and parking structure designers, with final approval to be by the City Commission.
2. The total number of available parking spaces shall include fifteen on-site and fifty-one in a parking structure on the Chester Street lot, or as may otherwise be provided by the City.
3. Coordinate dumpster location, as shown on the approved plan, dated August 19, 1987, with the Birmingham School District and the City of Birmingham Department of Public Services, with the preferred alternate location opening to the north into the Chester lot, or to the east into the Baldwin House; final approval to be by the City Commission.

WHEREAS the Birmingham City Commission has reviewed the Baldwin House Special Purpose Housing Special Land Use Permit application and standards for such review, as set forth in the Subparagraphs (1) and (8) of Section 5.190 of the City Code, and

Special Land Use Permit
Baldwin House Corporation
Page Two

WHEREAS except as herein specifically provided, the Baldwin House heirs, successors, and assigns, shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended.

NOW, THEREFORE, BE IT RESOLVED that the Birmingham City Commission determines the standards imposed under the City Code have been met and the Baldwin House application for a Special Purpose Housing Special Land Use Permit is hereby approved.

I, Judith A. Benn, City Clerk Designee of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Birmingham City Commission at its Regular Meeting held August 24, 1987.



Judith A. Benn
City Clerk Designee

Nov 14, 1988

CITY OF BIRMINGHAM
MICHIGAN

SPECIAL LAND USE PERMIT AMENDMENT

BALDWIN HOUSE CORPORATION

WHEREAS,

The Birmingham City Commission granted Baldwin House a Special Land Use Permit by resolution, dated August 24, 1987;

WHEREAS,

Baldwin House has applied for an amendment to its Special Land Use Permit to modify the previously approved on-site and off-site parking allocation;

WHEREAS,

Section 5.190 (8) requires the applicant to obtain a Special Land Use Permit from the Birmingham City Commission at such time that any change takes place in the building, or improvements are made on the parcel of land;

WHEREAS,

The Planning Board reviewed the special land use permit amendment request on September 28, 1988 and recommended the following plan additions, modifications, and conditions be made a part of the special land use permit approval:

1. Coordinate future parking lot ingress/egress with the City Engineer and parking structure designers, with final approval to be by the City Commission.
2. The total number of available parking spaces shall include eleven on site and sixty-nine in a parking structure on the Chester Street lot, or as may otherwise be provided by the City. The sixty-nine (69) spaces to be provided by the City will be without charge.

WHEREAS,

The Birmingham City Commission has reviewed the Baldwin House Special Purpose Housing Special Land Use Permit application standards for such review, as set forth in the Subparagraphs (1) and (8) of Section 5.190 of the City Code; and

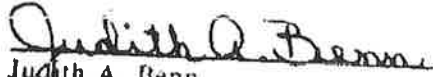
WHEREAS,

Except as herein specifically provided, the Baldwin House heirs, successors, and assigns, shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended, now, therefore, be it

RESOLVED,

That the Birmingham City Commission determines the standards imposed under the City Code have been met and the Baldwin House application for a Special Purpose Housing Special Land Use Permit Amendment is hereby approved.

I, Judith A. Benn, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Birmingham City Commission at its Regular Meeting held November 14, 1988.



Judith A. Benn
City Clerk

CITY OF BIRMINGHAM
MICHIGAN

SPECIAL LAND USE PERMIT

BALDWIN HOUSE CORPORATION

WHEREAS Baldwin House has applied for a Special Land Use Permit to construct a Special Purpose Housing Project, such application having been filed pursuant to Section 5.190 of the City Code, and

WHEREAS the land for which the Special Land Use Permit is sought is located at the northwest corner of the Chester/Merrill Street intersection, and

WHEREAS the land is zoned R-7 Multiple-Family Residential, which permits Special Purpose Housing, with a Special Land Use Permit, and

WHEREAS Section 5.190 (8) requires a Special Land Use Permit to be granted by the Birmingham City Commission at such time that any change takes place in the building, or improvements are made on the parcel of land, and

WHEREAS the applicant is requesting to construct Special Purpose Housing and related improvements on the site, and

WHEREAS the Planning and Historic District Commission reviewed the special land use permit request and recommended the following plan additions, modifications, and conditions be made a part of the special land use permit approval:

1. Coordinate future parking lot ingress/egress with the City Engineer and parking structure designers, with final approval to be by the City Commission.
2. The total number of available parking spaces shall include fifteen on-site and fifty-one in a parking structure on the Chester Street lot, or as may otherwise be provided by the City.
3. Coordinate dumpster location, as shown on the approved plan, dated August 19, 1987, with the Birmingham School District and the City of Birmingham Department of Public Services, with the preferred alternate location opening to the north into the Chester lot, or to the east into the Baldwin House; final approval to be by the City Commission.

WHEREAS the Birmingham City Commission has reviewed the Baldwin House Special Purpose Housing Special Land Use Permit application and standards for such review, as set forth in the Subparagraphs (1) and (8) of Section 5.190 of the City Code, and

Special Land Use Permit
Baldwin House Corporation
Page Two

WHEREAS except as herein specifically provided, the Baldwin House heirs, successors, and assigns, shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended.

NOW, THEREFORE, BE IT RESOLVED that the Birmingham City Commission determines the standards imposed under the City Code have been met and the Baldwin House application for a Special Purpose Housing Special Land Use Permit is hereby approved.

I, Judith A. Benn, City Clerk Designee of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Birmingham City Commission at its Regular Meeting held August 24, 1987.


Judith A. Benn
City Clerk Designee

5461

BALDWIN HOUSE
A Nonprofit Housing Corporation
1589 West Maple Road
Birmingham, Michigan 48012

Lois L. Poston, President

January 8, 1993

Birmingham City Commission
151 Martin Street
Birmingham, MI 48012

Re: Baldwin House Project
Tax Exempt Ordinance
Site Plan/Special Land Use Permit

Dear Commissioners:

Once again I must write you concerning a minor extension in the expiration dates of our agreements. As I noted in both of my recent letters in late 1992 the Project is very close to completing the financing package with the Michigan State Housing Development Authority (MSHDA) and the beginning of construction. Moreover we still hope all paperwork will be completed and the funds issued by the end of January, 1993.

We have now cleared our plans with both the City Planning Board and the Commission. We have a tentative mortgage closing date set for January 14, 1993 with MSHDA which will cover the Land purchase Option. While it is possible that all of the required clearance procedures following the closing can be completed by January 22nd so that the building permit can be issued and construction start, we do not control those entities and it is possible it might take 2 or more weeks to finish up.

At this point in time the Site Plan Approval and Special Land Use Permit expiration date is January 31, 1993 and the expiration date of the Tax Exempt Ordinance is January 22, 1993.

As such the Board of Baldwin House had asked me to request that the Commission extend the Site Plan and Special Land Use Permit to 1-31-93, the same date as the Tax Exempt Ordinance, and then extend both the Plan/Permit and the Ordinance to February 28, 1993 so as to provide leeway for any unforeseen delays in the paperwork processing. Once the closing takes place on January 14, 1993 the rest of the process is automatic, but may possibly be more time consuming than anticipated.

The attorney member of the Board, George W. Moore III, will be at your meeting of 1-11-93 when this matter can be considered to answer any questions you may have on the Project.

Thank you for your assistance in this matter.

Sincerely,
Lois Poston
Lois Poston, President

01/08/93 5:00 PM RECEIVED TOO LATE TO BE INCLUDED IN THE AGENDA.

City of Birmingham

Legal 5461

151 Martin Street

General Offices (313) 644-1800

P.O.Box 3001

FAX (313) 644-5614

Birmingham, Michigan 48012-3001

January 21, 1993

George W. Moore III
21 E. Long Lake Rd.
Bloomfield Hills, MI 48010

Re: Special Land Use Permit

Enclosed is a certified copy of a Special Land Use Permit Amendment approved by the Birmingham city commission at their regular meeting held December 21, 1992.

Sincerely,

Judith A. Benn
City Clerk

jb

enclosure - 1

cc: Margaret Kiernen

CITY OF BIRMINGHAM
SPECIAL LAND USE PERMIT AMENDMENT

BALDWIN HOUSE CORPORATION

WHEREAS, The Birmingham City Commission granted Baldwin House a Special Land Use Permit on August 24, 1987 and received on November 14, 1988 a Special Land Use Permit Amendment for changes to the Baldwin House property to modify the previously approved on-site and off-site parking allocation, such applications having been filed pursuant to Section 5.190 of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the west side of Chester Street south of Maple Road with the following legal description:

Beginning at a point on the south line of said Lot 17 located South 88° 05' West 13.65 feet from the Southeast corner of said Lot 17 as platted; thence South 88° 15' West 271.48 feet along the North line of Merrill Street to a point situated 9.13 feet Westerly of the Southeast corner of said Lot 13 as platted; Martin Street; thence North 88° 15' East 274.28 feet along said centerline of vacated Martin Street to the West line of Chester Street as widened; thence South 01° 47' 25" East 232.00 feet along said West line of Chester Street; thence South 43° 13' 48" West 5.65 feet to the point of beginning of this description;

WHEREAS, The land is zoned R-7 Multiple Family Residential, which permits special purpose housing with a Special Land Use Permit;

WHEREAS, Section 5.190 (8) requires a Special Land Use Permit to be considered by the Birmingham City Commission at such time that any change takes place in the building, or the use of the property is altered;

WHEREAS, Baldwin House Corporation has applied for a Special Land Use Permit Amendment to modify the previously approved site plan and design;

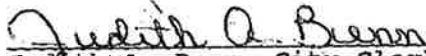
WHEREAS, The Planning Board on December 9, 1992 reviewed the Special Land Use Permit Amendment request and recommended that this Amendment be approved subject to specific conditions;

WHEREAS, The Birmingham City Commission has reviewed the Baldwin House Corporation Special Land Use Permit Amendment application and standards for such review as set forth in Subparagraphs (1) and (8) of Section 5.190 of the City Code; now, therefore, be it

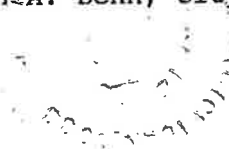
RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met and the Baldwin House Corporation application for a Special Land Use Permit Amendment authorizing the modification of the site plan and design subject to the Planning Board approving the final design changes prior to the issuance of a building permit, engineering permit, department of public services approvals, or any other permits required at the time is hereby approved, be it further

RESOLVED, That the Baldwin House Corporation and its successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended.

I, Judith A. Benn, 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 December 21, 1992.



Judith A. Benn, City Clerk



**CITY OF BIRMINGHAM
SPECIAL LAND USE PERMIT AMENDMENT**

BALDWIN HOUSE CORPORATION

WHEREAS, The Birmingham City Commission granted Baldwin House a Special Land Use Permit on August 24, 1987 and received on November 14, 1988 a Special Land Use Permit Amendment for changes to the Baldwin House property to modify the previously approved on-site and off-site parking allocation, such applications having been filed pursuant to Section 5.190 of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the west side of Chester Street south of Maple Road with the following legal description:

Beginning at a point on the south line of said Lot 17 located South 88° 05' West 13.65 feet from the Southeast corner of said Lot 17 as platted; thence South 88° 15' West 271.48 feet along the North line of Merrill Street to a point situated 9.13 feet Westerly of the Southeast corner of said Lot 13 as platted; Martin Street; thence North 88° 15' East 274.28 feet along said centerline of vacated Martin Street to the West line of Chester Street as widened; thence South 01° 47' 25" East 232.00 feet along said West line of Chester Street; thence South 43° 13' 48" West 5.65 feet to the point of beginning of this description;

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WHEREAS, Baldwin House Corporation has applied for a Special Land Use Permit Amendment to modify the previously approved site plan and design;

WHEREAS, The Planning Board on December 9, 1992 reviewed the Special Land Use Permit Amendment request and recommended that this Amendment be approved subject to specific conditions;

WHEREAS, The Birmingham City Commission has reviewed the Baldwin House Corporation Special Land Use Permit Amendment application and standards for such review as set forth in Subparagraphs (1) and (8) of Section 5.190 of the City Code; now, therefore, be it

RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met and the Baldwin House Corporation application for a Special Land Use Permit Amendment authorizing the modification of the site plan and design subject to the Planning Board approving the final design changes prior to the issuance of a building permit, engineering permit, department of public services approvals, or any other permits required at the time is hereby approved, be it further

RESOLVED, That the Baldwin House Corporation and its successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended.

I, Judith A. Benn, 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 December 21, 1992.

Judith A. Benn
Judith A. Benn, City Clerk

CITY OF BIRMINGHAM
SPECIAL LAND USE PERMIT AMENDMENT

BALDWIN HOUSE CORPORATION

WHEREAS, The Birmingham City Commission granted Baldwin House a Special Land Use Permit on August 24, 1987 and received on November 14, 1988 a Special Land Use Permit Amendment for changes to the Baldwin House property to modify the previously approved on-site and off-site parking allocation, such applications having been filed pursuant to Section 5.190 of the City Code;

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WHEREAS, Baldwin House Corporation has applied for a Special Land Use Permit Amendment to modify the previously approved site plan and design;

WHEREAS, The Planning Board on December 9, 1992 reviewed the Special Land Use Permit Amendment request and recommended that this Amendment be approved subject to specific conditions;

WHEREAS, The Birmingham City Commission has reviewed the Baldwin House Corporation Special Land Use Permit Amendment application and standards for such review as set forth in Subparagraphs (1) and (8) of Section 5.190 of the City Code; now, therefore, be it

RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met and the Baldwin House Corporation application for a Special Land Use Permit Amendment authorizing the modification of the site plan and design subject to the Planning Board approving the final design changes prior to the issuance of a building permit, engineering permit, department of public services approvals, or any other permits required at the time is hereby approved, be it further

RESOLVED, That the Baldwin House Corporation and its successors and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as may be subsequently amended.

I, Judith A. Benn, 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 _____.

Judith A. Benn, City Clerk

PARKING AGREEMENT

THIS AGREEMENT made and entered into this 26th day of March, 1990, between the CITY OF BIRMINGHAM, a Michigan municipal corporation, of 151 Martin Street, Birmingham, Michigan 48012, hereinafter called the "City" and Baldwin House, a Michigan non-profit corporation, of 1669 West Maple Road, Birmingham, Michigan 48012, hereinafter called "Baldwin."

WITNESSETH:

WHEREAS, the City desires to encourage the development of housing for its elderly of low and moderate income;

WHEREAS, the City is the owner of the land described in Exhibit A attached hereto which, by prior agreement of the parties, the City intends to sell to Baldwin for the purpose of developing housing for the elderly of low and moderate income;

WHEREAS, Baldwin and North Cranbrook Associates, a Michigan partnership, have entered into a joint venture agreement to construct and operate such a housing development to be known as Baldwin House on the property described in Exhibit A;

WHEREAS, the City has agreed to furnish certain parking for this proposed housing development in its municipal parking structure known as the Chester Street Parking Structure;

WHEREAS, the parties wish to memorialize their agreement relative to the use of parking spaces in the Chester Street

Parking Structure by residents of Baldwin House, as well as the terms under which subsequent owners of the property may continue such use;

NOW, THEREFORE, in consideration of the agreements contained herein, the City and Baldwin agree as follows:

1. Commencing with the date that a certificate of occupancy is issued for the occupancy of the housing project known as Baldwin House, the City shall provide without charge sixty nine (69) parking spaces in the Chester Street Parking Structure for the exclusive use of Baldwin House tenants and their guests. The parking spaces provided shall be at such location or locations as the City may determine. The City shall furnish the sixty nine (69) parking spaces subject to the following conditions:

A. The City's obligation to furnish parking spaces as set forth above shall terminate and the City shall no longer be required to furnish such spaces free of charge upon the happening of any one of the following:

- i. The expiration of a period of thirty (30) years following the date on which the Certificate of Occupancy is issued;
- ii. The housing project known as Baldwin House is no longer a "qualified low income housing project" as currently

defined in Section 42 (g) of the Internal Revenue Code of 1988 or otherwise does not qualify under a then existing state or federal low-income housing program;

- iii. 75% of the 100 units located in the housing project known as Baldwin House currently designated for the elderly are not occupied or available for occupancy by either at least one person 55 years of age or older or elderly person(s) as defined by state law for housing purposes EXCEPT in the event the project is receiving federal funding in which case at least 75% of said elderly units are not occupied or available for occupancy by elderly persons as defined by the U.S. Department of Housing and Urban Development or its successor.

B. Upon termination of the City's obligation to furnish parking spaces without charge as provided for in "A" above, Baldwin or its successors and assigns, may purchase from the City the right to lease sixty nine (69) or fewer parking spaces in the Chester Street Parking Structure for the exclusive use of tenants of the Baldwin House project and their guests, subject to the following:

- i. Upon termination of the City's obligation to furnish parking spaces without charge, the City shall give the owner of the housing project written notice by certified or registered mail, return receipt requested, of such termination. Within thirty (30) days of receipt of said notice, the owner shall commence payment to the City of a monthly amount equal to the monthly charge made by the City to other users of the parking facility who lease on a monthly basis times the number of spaces which the owner anticipates that it shall desire to lease on a long-term

basis from the City as provided below. The owner shall further, within said thirty (30) day period, deliver to the City an opinion of counsel acceptable to the City, who is experienced in matters relating to the issuance of tax-exempt municipal bonds, to the effect that the leasing of such spaces as provided in this subparagraph "B-i" shall not impair the exclusion from gross income for federal income tax purposes of the interest on bonds issued by the City to finance construction of the Chester Street Parking Structure. Within one hundred twenty (120) days after the receipt of such notice, the owner of the housing project shall give the City written notice of its intent to acquire the right to lease a number of spaces, not to exceed sixty nine (69) or the number for which it is then paying rent, whichever is less, in the parking structure. Delivered with such notice shall be a certified check made payable to the City of Birmingham, the total of which shall be the sum of Fifteen Thousand Dollars (\$15,000.00) for each parking space which the owner desires to lease plus a sum equal to the per space capital expenditures incurred by the City in maintaining the parking structure subsequent to its completion multiplied by the number of spaces to be leased by the owner. Upon payment of such sum, the owner shall have the right to lease as many parking spaces (not to exceed 69 or the amount then being leased, whichever is less) as have been requested and paid for.

- ii. The City shall, subsequent to completion of construction of the Chester Street Parking Structure, annually notify the owner of the capital expenditures incurred with regard to the parking structure. Capital expenditures shall be determined in accordance with accepted accounting standards. In the event of a dispute as to classification of an expenditure as a capital expenditure which cannot be resolved between the City and the owner, the

matter shall be submitted to arbitration before 3 certified public accountants, one selected by the City, one by the owner and the third by the two representatives of the parties hereto. Selection by the parties and notice to the other of their respective representative shall be made within 30 days following written notice by one party to the other of its desire to arbitrate the matter. The third representative shall be selected within 60 days of the original request for arbitration. The decision of a majority of the representatives shall be made within 90 days of selection of the third representative and shall be binding upon the City and the owner. In the event a party fails to select its representative and notify the other in writing of the name of its designee within the time period provided for, the decision shall, in such event, be made by the representative of the party having timely selected and notified the other party of its representative. Said decision shall be made within 90 days of the date of the notice of one party to the other of its desire to arbitrate the matter.

- iii. As to all spaces for which Baldwin or its successors and assigns have paid, pursuant to "B-i" above, there shall be paid to the City monthly an amount equal to the monthly charge to other users of the parking facility who lease on a monthly basis.
- iiii. If, after paying for the right to lease parking spaces, as provided for in "B-i" above, the monthly rental charges are not paid as to any one or more space within sixty (60) days following the City's mailing a statement therefor, the owner's right to lease as set forth in this Agreement shall terminate as to that number of spaces for which the payment of monthly rental fees has been delinquent, provided that the owner may redeem the right to said space within 120 days following receipt of a notice

of delinquency by paying the City the entire delinquent amounts, plus interest at a rate of eight percent (8%) per annum.

C. In the event that Baldwin or its successors and assigns exercises its rights under paragraph B above to lease parking spaces from the City, the City shall be obligated to provide the same as described in paragraph B for so long as the Baldwin House project is used for residential housing and public parking is provided at the Chester Street location of the Chester Street Parking Structure.

2. This Agreement shall be binding on the parties hereto, their successors and assigns. The parties intend that this Agreement shall be recorded with the Oakland County Register of Deeds following sale of the property described in Exhibit A by the City to Baldwin.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)ss.

The foregoing instrument was acknowledged before me
this 4th day of April, 1990, by A. Randolph Judd
and Judith A. Benn, Mayor and Clerk, respectively, of the City of
Birmingham, a Municipal corporation.

EXHIBIT A

ATTACHED TO AGREEMENT BETWEEN THE CITY
OF BIRMINGHAM AND BALDWIN HOUSE, DATED
THE 26th day of March, 1990

Land situated in the Northwest 1/4 of Section 36,
Town 2 North, Range 10 East, City of Birmingham,
Oakland County, Michigan, being parts of Lots 1,
5, 13 and 17, all of Lots 2, 3, 4, 14, 15 and 16,
also adjoining vacated alleys and adjoining South
one-half of vacated Martin Street of Castle
Addition to the City of Birmingham as recorded in
Liber 3 of Plats, Page 9, Oakland County Records,
more particularly described as follows:

Beginning at a point on the South line of said Lot
17 located South 88 degrees 15 minutes West 13.65
feet from the Southeast corner of said Lot 17 as
platted; thence South 88 degrees 15 minutes West
271.48 feet along the North line of Merrill Street
to a point situated 9.13 feet Westerly of the
Southeast corner of said Lot 13 as platted; thence
North 1 degree 30 minutes West 236.00 feet to the
centerline of vacated Martin Street; thence North
88 degrees 15 minutes East 274.28 feet along said
centerline of vacated Martin Street to the West
line of Chester Street as widened; thence South 1
degree 47 minutes 25 seconds East 232.00 feet
along said West line of Chester Street; thence
South 43 degrees 13 minutes 48 seconds West 5.65
feet to the point of beginning of this
description. Contains 1.489 acres.

(8279S)

Baldwin 46
RECEIVED
JAN 29 1990
CITY of BIRMINGHAM
PLANNING DEPARTMENT

CITY OF BIRMINGHAM

ORDINANCE NO. 1457

BALDWIN HOUSE TAX EXEMPTION ORDINANCE

AN ORDINANCE TO PROVIDE TAX EXEMPTION FOR A PROPOSED ELDERLY AND MULTIPLE FAMILY DWELLING PROJECT FOR PERSONS OF LOWER OR MODERATE INCOME TO BE FINANCED OR ASSISTED PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED, MCLA SECTION 125.1401 et seq.

THE CITY OF BIRMINGHAM ORDAINS:

SECTION 1. Short Title. this Ordinance shall hereafter be known and cited as "Baldwin House Tax Exemption Ordinance."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its family and elderly persons of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346 as amended, MCLA 125.1401, et seq., and MSA 16.114(1) et seq.). The City is authorized by said Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act at any amount it chooses not to exceed the taxes that would be paid but for the Act.

The City acknowledges that Baldwin House Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, (referred to herein as "Sponsor") has offered, subject to receipt of a federally-aided or Authority-aided mortgage or advance to erect, own and operate a housing development identified as Baldwin House in certain property located in the City of Birmingham, Oakland county, Michigan and more particularly described as follows, to wit:

Land situated in the Northwest 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, being parts of Lots 1, 5, 13 and 17, all of lots 2, 3, 4, 14, 15 and 16, also adjoining vacated alleys and adjoining South one-half of vacated Martin Street of Castle Addition to the City of Birmingham as recorded in Liber 3 of Plats, Page 9, Oakland County Records, more particularly described as follows:

Beginning at a point on the South line of said Lot 17 located South 88 degrees 15' West 13.65 feet from the Southeast corner of said Lot 17 as platted; thence South 88 degrees 15' West 271.48 feet along the North line of Merrill Street to a point situated 9.13 feet Westerly of the Southeast corner of said Lot 13 as platted; thence North 1 degree 30' West 236.00 feet to

the centerline of vacated Martin Street; thence North 88 degrees 15' East 274.28 feet along said centerline of vacated Martin Street to the West line of Chester Street as widened; thence south 1 degree 47' 25" East 232.00 feet along said West line of Chester Street; thence south 43 degrees 13' 48" West 5.65 feet to the point of beginning of this description. Contains 1.489 acres.

to serve family and elderly persons of low and moderate income.

SECTION 3. Definitions.

A. Authority means the Michigan State Housing Development Authority.

B. Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan as amended.

C. Housing Development means a development which contains a significant element of housing for persons of low or moderate income and such elements of other housing and recreational, communal, and educational facilities as the Authority determines improve the quality of the development as it relates to housing for family and elderly persons of low or moderate income.

D. Lender means an entity which provides financial assistance to the Sponsor enabling it to participate in an Authority-approved housing financing program.

E. Mortgage Loan means the federally-aided or Authority-aided mortgage or advance to the Sponsor for financing of the Housing Development.

F. Sponsor means persons or entities which have applied for a federally-aided or Authority-aided mortgage or advance to the Sponsor for financing of the Housing Development.

G. Persons of Low Income shall have the same meaning as defined by the Authority pursuant to the Act or its rule-making authority.

H. Elderly means a family where the head of household is 62 years of age or older or a single person who is 62 years of age or older.

SECTION 4. Class of Housing Development.

It is hereby determined that Baldwin House is of the class of Housing Developments to which the tax exemption shall apply.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development identified as Baldwin House and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction for that

time period specified in Section 6 of this Ordinance. The city, acknowledging that the Sponsor, the Authority and Lender providing mortgage funding pursuant to an Authority approved financing program have established the economic feasibility of the Housing Development identified as Baldwin House in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established herein, and, in consideration of the Sponsor's offer, subject to receipt of a Mortgage Loan as defined herein, to construct, own and operate said Housing Development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to 4% of shelter rents actually collected on the Housing Development less utilities. The benefits of the exemption granted under this section shall be utilized by the Sponsor of the Housing Development exclusively to benefit low income persons or families in the form of reduced housing charges.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of Section 15(a) (5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority and Lender or its successors and assigns as third party beneficiaries thereunder to provide tax exemption is effected by enactment of this Ordinance.

SECTION 7. Duration.

This Ordinance shall remain in effect so long as the Mortgage Loan remains outstanding and unpaid or the Authority has any interest in the property, provided, (1) that construction of the Housing Development commences within one year from the effective date of this Ordinance; and, (2) there is filed within thirteen months of the effective date of this Ordinance the appropriate affidavit with the City Assessor accompanied by a certificate of authority that the project is eligible for the exemption, in the manner provided by Sec. 15(a)(1) of the Act. The above notwithstanding, this Ordinance shall automatically terminate upon the earlier of 30 years from the effective date of the Mortgage Loan or upon satisfaction in full of the Mortgage Loan.

SECTION 8. Severability

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of the Ordinance as a whole or any section or provision hereof other than the section or provisions so declared to be unconstitutional or invalid.

ORDAINED this 22nd day of January, 1990, to be effective upon publication.

A. RANDOLPH JUDD, MAYOR

JUDITH A. BENN, CITY CLERK

Published 2/1/90

594
Bulldown House

LIBER 13287 W 616

This form is issued under authority of Act 346 P.A. 1966. Execution of this form is required. Failure to execute this form may result in denial of a mortgage loan by the Michigan State Housing Development Authority.

REG/DEEDS PAID

0001 JAN.25.93 12:59PM

8739 MORTGAGE 41.00

DEPARTMENT OF COMMERCE

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

401 S. WASHINGTON SQUARE, 4TH FLOOR, PLAZA ONE BUILDING

LANSING, MICHIGAN 48933

REG/DEEDS PAID

0001 JAN.25.93 12:59PM

8739 RMT FEE 2.00

REGULATORY AGREEMENT - LIMITED DIVIDEND RENTAL HOUSING DEVELOPMENT

THIS AGREEMENT, made this 14th day of January 14, 1993, between BIRMINGHAM LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership (the "Mortgagor"), whose address is 29777 Telegraph Road, Suite 2100-Onyx Plaza, Southfield, Michigan 48034-7651 and the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Michigan (the "Authority"), whose address is 401 South Washington Square, Lansing, Michigan 48933.

W I T N E S S E T H:

The Mortgagor, as the Owner in fee simple of the property described in Exhibit A attached to and made a part of this Agreement (the "Property"), has applied to the Authority for a mortgage loan in the amount of \$8,750,685.00 (the "Mortgage Loan") to aid the Mortgagor in the financing on the Property of a housing development for persons of low and moderate income, pursuant to the provisions of Act No. 346 of the Public Acts of 1966, as amended, (the "Act"), identified as Authority Development No. 899, (which development, including the Property and all assets of whatsoever nature situate, used in or owned by the business conducted on the Property, is referred to in this Agreement as the "Development"), in accordance with the Drawings and Specifications, as approved by an Authorized Officer of the Authority.

The Authority is unwilling to make the Mortgage Loan unless the Mortgagor agrees to be regulated in the manner set forth in this Agreement, and the Mortgagor is willing to execute and abide by this Agreement as a condition of obtaining the Mortgage Loan and receiving continuing benefits under the Act.

NOW, THEREFORE, it is agreed by and between the parties to this Agreement as follows:

1. Payment of Mortgage Loan. The Mortgagor shall promptly make all payments due under the Mortgage Note and Mortgage evidencing and securing the Mortgage Loan.

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70/30 Tax Exempt Bond Program
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As per
Customer

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MAR 16 1995
MICH. S.H.D.A.
TREASURY OFFICE

41.00
2.00 amt

2. Income Restrictions and Rental Rates. Thirty percent (30%) of each of the Development's unit types (40 units) will be rent regulated to serve households whose incomes are no greater than Fifty percent (50%) of area median income, adjusted for family size. Rents (inclusive of tenant paid utilities) for these units will be restricted to Thirty percent (30%) of 1/12th of Fifty percent (50%) of area median income as established by HUD and based on an occupancy assumption of one person per bedroom for projects specifically designated as elderly projects, and one and one-half persons per bedroom for all other developments.

An additional Ten percent (10%) of each of the Development's unit types (13 units) will be rent regulated to serve households whose incomes are no greater than Thirty percent (30%) of area median income, adjusted for family size. Rents (inclusive of tenant-paid utilities) for these units will be restricted to Thirty percent (30%) of 1/12th of Thirty percent (30%) of area median income as established by HUD.

With respect to the remaining Sixty percent (60%) of the units, for the period ending at the later of achievement of sustaining occupancy or two years following the construction "cut-off" date, rents may not be raised by more than 5% over those rents approved in the Authority's mortgage loan commitment report (dated November 1, 1992), except that the rents may be increased by such additional amount as may be necessary to enable the Mortgagor to amortize a permissible mortgage loan increase to fund cost overruns or to pay a full limited distribution if approval is obtained from the Authority's Chief Market Analyst and its Director of Management and Reinvestment. In addition, for the period that the Authority's mortgage loan is outstanding, the average monthly rents on the units not restricted to occupants with incomes at or below 50% of median may not exceed 30% of 100% of the monthly median income for the area in which the Development is located.

The income of individuals and area median gross income shall be determined by the U.S. Secretary of Treasury in a manner consistent with determinations of lower income families and area median gross income under Section 8 of the U.S. Housing Act of 1937, including adjustment for family size. Until the Secretary of Treasury publishes these requirements, income of individuals shall be determined in accordance with the Section 8 regulations. Additionally, if Low Income Housing Tax Credit is awarded to the Development, the Mortgagor must agree to subject the property to the extended low income use commitment required by Section 42 of the Internal Revenue Code of 1986, as amended.

If the Authority's mortgage is prepaid, for so long as rental subsidies are available from any source by the Authority to subsidize the difference between the amount of rent payable by the tenants and rents being charged, the owner agrees to rent Thirty percent (30%) of the units to tenants with incomes no greater than Fifty percent (50%) of area median income and Ten percent (10%) of the units to tenants with incomes no greater than Thirty percent (30%) of area median income, and at rents no greater than the lesser of the market rents in the Authority's mortgage loan commitment report, adjusted to the then current date reflecting changes in the residential rent component of the Consumers Price Index, or rents then being charged for comparable market rate units in the Development.

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70/30 Tax Exempt Bond Program
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3. Operating Budget and Annual Adjustment of Rental Rates. The Mortgagor agrees to submit to the Authority, not less than 60 days prior to the beginning of each fiscal year of the Mortgagor, a proposed schedule of rental rates and a proposed operating budget. The proposed operating budget shall set forth the estimated income of the Development and a detailed estimate of expenses, which will include separate documentation of administration expenses, operating expenses, maintenance expenses, utilities, hazard insurance, taxes and assessments, Mortgage Loan principal and interest, limited dividend payments, and deposits to the Reserve Fund for Replacement.

4. Reserve Fund for Replacement. The Mortgagor shall establish and maintain a Reserve Fund for Replacement by depositing monthly installments with the Authority, beginning with the commencement of amortization of the permanent mortgage loan. For the first year, the annual payment to the replacement reserve shall be \$13,100.00, payable in monthly installments of \$1,091.66. Subsequent to the first year's payments, monthly installments shall be made based upon an amount equal to 1/12 of 1.51% of the amount equaling the total Rents charged by the Mortgagor as such Rents are adjusted from time to time or unless a different payment schedule or amount is approved or directed in writing by an Authorized Officer of the Authority. Notwithstanding this requirement, the Authority shall consult with the Mortgagor regarding any increase in the funding of the Reserve Fund for Replacement which is higher than the required funding formula specified in this Agreement. Interest earned by such Fund, if any, shall become a part of such Fund and shall be subject to the disbursement procedures set forth in this Section. Such Fund, whether in the form of a cash deposit or reinvestment in obligations, the principal of which is guaranteed by the United States of America or any agency thereof, shall at all times be under the control of the Authority. Disbursements from such Fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the Development or for any other purpose as may be deemed necessary to maintain the physical and fiscal integrity of the Development, may be made only after receiving the consent of an Authorized Officer of the Authority, which consent shall not be unreasonably withheld. Disbursements from such Fund for purposes of protecting and preserving the health, safety, and welfare of the tenants residing at the Development, shall be made upon the written direction of an Authorized Officer of the Authority. In the event of a default in the terms of the Mortgage, pursuant to which the Mortgage Loan has been accelerated, the Authority may apply or authorize the application of the balance in such Fund to the amount due on the Mortgage Loan as accelerated.

5. Operating Assurance Escrow. The Mortgagor must deposit into this escrow any net cost savings (to the extent such deposit does not jeopardize the tax exempt status of the bonds issued to fund the Development) and any remaining residual receipts after payment of costs and expenses permissible pursuant to the Authority's Cost Certification Guide. These amounts shall be the first source of funds drawn upon to meet any operating deficits.

In addition, 3/5ths of the Mortgageable Developer Fee will be held as an operating assurance (of the remaining developer fee, 1/5th may be disbursed at initial closing, and 1/5th at final closing). These funds may be released in equal amounts over a three-year period beginning after twelve months of successful operation (inclusive of cash on hand equal to at least one month's gross rent potential), following and not inclusive of any part of the construction loan period, provided, however, that if at any time an operating deficit is

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incurred, no funds will be released until the completion of another 12 months of successful operation. Depreciation shall not be considered an expense in calculating the Development's operational results.

To the extent that this escrow is funded from net cost savings or residual receipts, such funds will be deposited to the development's replacement reserve account after the holding period prescribed for the escrow provided from the mortgagor's funds.

6. Residual Receipts Account. The Mortgagor shall establish and maintain with a banking institution acceptable to an Authorized Officer of the Authority a Residual Receipts Account. The Mortgagor shall deposit in the Residual Receipts Account, Residual Receipts as defined in Section 7 of this Agreement within 120 days after the end of the annual or semiannual fiscal period within which such Residual Receipts are realized, unless this requirement is waived in writing by an Authorized Officer of the Authority. Funds on deposit in the Residual Receipts Account shall be invested and reinvested in obligations of the United States Government or any agency thereof or insured by an agency of the United States Government. Interest earned on funds on deposit in the Residual Receipts Account may be disbursed in accordance with the provisions of Section 23 of this Agreement.

Funds on deposit in the Residual Receipts Account at any time shall be characterized and employed as follows: the funds may be disbursed from the Residual Receipts Account, at such times and in such amounts as shall be determined necessary by the Mortgagor, including, without limitation, payments for real estate taxes, other taxes, maintenance, fuel, legal, audit, debt service, and required reserve deposits and other requirements to maintain the physical and fiscal integrity of the Development, provided, however, that no disbursement out of the Development's operating funds shall be made for management fees other than as set forth in the Management Agreement approved by the Authority, nor shall any disbursements be made to any partner of the Mortgagor except in accordance with the annual limited dividend payments to the extent and in accordance with the additional requirements provided in Section 23 of this Agreement. The Mortgagor will at all times retain within the Residual Receipts Account, a sum equal to one months' gross rent potential, as set forth in the Mortgage Loan Staff Commitment Report, which shall not be disbursed without the prior written consent of an Authorized Officer of the Authority.

7. Residual Receipts. Residual Receipts shall include all funds received by the Mortgagor in connection with the operation of the Development remaining after:

a. The payment of:

- 1) All sums due or currently required to be paid under the terms of the Mortgage Note;
- 2) All amounts required to be deposited in the Reserve Fund for Replacement;
- 3) All other obligations of the Development except to the extent that funds for payment of any such obligations are set aside or deferment of payment has been approved by an Authorized Officer of the Authority; and

b. The segregation of:

- 1) An amount equal to the aggregate of all special funds required to be maintained by or with respect to the Development, including such Operating Assurance Escrow and Supplemental Assurance Escrow as shall be approved by an Authorized Officer of the Authority;
- 2) All Occupant security deposits held;
- 3) All rental income received in advance of when due, which may be held in the general operating account.

8. Development Management. The Mortgagor shall provide for the management of the Development in a manner satisfactory to an Authorized Officer of the Authority. Any management agreement entered into by the Mortgagor involving the Development shall contain a provision that it shall be subject to termination, without penalty, with, or without cause, upon written request by the Authority addressed to the Mortgagor. Upon receipt of such request, the Mortgagor shall terminate the contract within a period of not more than 31 days and shall make arrangements satisfactory to an Authorized Officer of the Authority for continuing management of the Development. The management fee allowed to be paid to the management company by the Mortgagor shall be as provided for in the compensation section of the Management Agreement, said section being incorporated in and made a part of this Agreement.

9. Maintenance, Operation, and Inspection. The Mortgagor shall maintain and operate the Development so as to provide decent, safe, and sanitary housing and shall provide all the services, maintenance and utilities according to standards as required by the Authority. Prior to occupancy of any unit, the Mortgagor and the occupant shall inspect the unit and both shall certify that they have inspected the unit and have determined it to be decent, safe, and sanitary. The Mortgagor shall retain copies of such certificates for at least 3 years.

10. Payment for Services, Supplies and Materials. Payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.

11. Inspections. The Property, equipment, buildings, plans, offices, apparatus, books, contracts, records, documents, and other papers relating thereto, shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the Authority or its authorized agent. The Mortgagor shall retain copies of all documents relating to the Development and the Property for at least three years, all or any of which may be subject to inspection and examination by the Authority or its authorized agents.

12. Books and Records. The books and records of the operations of the Property and of the Development shall be kept in accordance with the requirements of the Authority. The Mortgagor shall furnish such records, papers, and documents relating to the Property and the Development as the Authority may reasonably require from time to time.

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70/30 Tax Exempt Bond Program
12/90

13. Financial Reports. Within 120 days following the end of each fiscal year, the Authority shall be furnished with a financial statement for the Development audited by an Independent Certified Public Accountant in a form approved by the Authority. Such report shall be certified to by the Mortgagor.

14. Other Reports. At the request of the Authority, its agents, employees, or attorneys, the Mortgagor shall furnish monthly occupancy reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the Property, occupants of the Development and status of the Mortgage Loan.

15. Deposits. All rents and other receipts of the Development shall be deposited in the name of the Mortgagor and the Development in an institution with regular banking offices located in Michigan whose deposits are insured by an agency of the United States Government and shall not be commingled with any other funds. The person or entity receiving funds of the Development shall immediately deposit such funds in such Development account, and failing to do so in violation of this Agreement, shall hold such funds in trust. Such funds shall be withdrawn only in accordance with the provisions of this Agreement for the payment of expenses of the Development, including all payments and escrow deposits due under the Mortgage Note and Mortgage evidencing and securing the Mortgage Loan and payments into the Reserve Fund for Replacements pursuant to Section 4 of this Agreement, for distribution pursuant to Section 23 of this Agreement, or for deposit into the Residual Receipts Account pursuant to Section 6 and 7 of this Agreement.

16. Income Restrictions/Occupancy Qualifications.

a. Thirty percent (30%) of each of the Development's unit types (40 units) will be income restricted to serve households having incomes no greater than Fifty percent (50%) of area median income, adjusted for family size. An additional Ten percent (10%) of each of the Development's unit types (13 units) will be income restricted to serve households having incomes no greater than Thirty percent (30%) of area median income, adjusted for family size. With respect to these units, income shall be determined by the Secretary of the Treasury in a manner consistent with determinations of lower income families and area median gross income under Section 8 of the U.S. Housing Act of 1937, as amended, and income of individuals shall be determined in accordance with the Section 8 regulations. Additionally, if Low Income Housing Tax Credit is awarded to the Development, the Mortgagor must agree to subject the property to the extended low income use commitment required by Section 42 of the Internal Revenue Code of 1986, as amended.

b. The total number of units to be rented to households with incomes no greater than Fifty percent (50%) of area median income shall be Forty percent (40%) of the Development's total units, rounded to the nearest whole number. One quarter of such units, rounded to the nearest whole number shall be rented to tenants with incomes no greater than Thirty percent (30%) of area median income, and the balance shall be rented to tenants with incomes no greater than Fifty percent (50%) of area median income.

c. In addition to Thirty percent (30%) at Fifty percent (50%) mentioned above, P.A. 346 of 1966, as amended, requires that in areas other than eligible distressed areas and for projects not specifically designated for elderly occupancy, Fifteen percent (15%) of the units be rented to tenants whose gross household incomes do not exceed One Hundred Twenty-Five percent (125%) of the greater of state or area median income, and that an additional Fifteen percent (15%) of the units be rented to tenants with gross household incomes not exceeding One Hundred Fifty percent (150%) of the greater of state or area median income. ("Household" and "gross income" for these purposes are defined in the Authority's General Rules.) For developments where the 125% and 150% standard applies, tenants whose income qualifies them for the Ten percent (10%) at Thirty percent (30%) standard, may also be counted towards meeting the two standards set forth in this paragraph. They may not, however, be counted towards meeting the Thirty percent (30%) at Fifty percent (50%) requirement.

d. The Mortgagor shall be responsible for determination of eligibility of persons and families and for the selection from among those determined to be eligible, and shall further be responsible for assuring that tenants have certified to the Mortgagor, on forms prescribed or approved by the Authority, total current family income. With respect to the Thirty percent (30%) at Fifty percent (50%), and to any additional units for which the Mortgagor may be claiming the Low Income Housing Tax Credit, the Mortgagor will make a determination as to income at least annually. The Mortgagor will obtain written evidence substantiating the information given on all certifications of income and will retain such evidence in its files for a period of at least three years.

17. Additional Occupancy Qualifications, Covenants Required by Regulations of the United States Department of Treasury, and Running with the Land.

a. The Mortgagor further covenants and agrees that once available for occupancy, each unit in the Development shall be rented or available for rental on a continuous basis to members of the general public until the end of the Qualified Project Period.

The Qualified Project Period is a period beginning on the first day on which at least ten per cent (10%) of the units of the Development are first occupied, and ending on the latest of:

- (1) the date which is fifteen (15) years after the date on which at least fifty per cent (50%) of the units in the Development are occupied; or
- (2) the first day on which no tax-exempt bond issued with respect to the Development is outstanding; or
- (3) the date on which any assistance provided with respect to the Development under Section 8 of the United States Housing Act of 1937 terminates.

The Mortgagor further covenants and agrees that during the Qualified Project Period, the minimum set-aside requirements of the 1986 Tax Reform Act will be maintained, namely, at least 20% ~~or 40%~~ (strike inapplicable reference) of the units in the Development shall be occupied or held available for occupancy on a continuous basis by individuals or families of lower income.

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b. For the purpose of satisfying the foregoing requirements, the income of individuals and families and area median gross income shall be determined in a manner consistent with determinations of lower income families and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination), and shall include adjustments for family size, except that the percentage of median gross income which qualifies as lower income shall be 50% ~~or 60%~~ (strike inapplicable reference). The determination of whether an individual or family is of lower income shall be made at least annually on the basis of the current income of the tenant. A tenant whose income met the foregoing requirements at the beginning of such tenant's occupancy of a unit in the project shall cease to be treated as meeting such requirement if such tenant's income exceeds one hundred forty (140%) percent of such requirement and after such event any vacant unit in the Development is rented to a new tenant whose income does not meet the requirements set forth above.

c. Since injury to the Authority would be irreparable and the amount of damages difficult to ascertain upon breach of the above covenants, the Authority shall be entitled to enforce through specific performance compliance with the use and occupancy restrictions set forth in subparagraphs (a) and (b) above, to the fullest extent permitted by law or equity.

d. It is the intent of the Mortgagor and the Authority that the use and occupancy restrictions contained in this Paragraph 17 be covenants that run with the land, pursuant to Act 346 of the Public Acts of 1966, as amended, and therefore binding on all the successors and assigns of the Mortgagor and the Authority.

e. These covenants shall survive a sale, transfer, or other disposition of the Development by the Mortgagor, or the repayment of the Mortgage Loan, but shall cease to apply to the Development in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of issue of the bonds, the proceeds of which provided the funds for the Mortgage Loan, any of which prevent the Authority from enforcing the requirements, even though compensated by insurance, provided that the bonds allocable to the Development are retired within a reasonable period after such involuntary loss or substantial destruction. The covenants of the Mortgagor, however, shall survive a foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period the Mortgagor or a related person (as defined in Section 147 of the Internal Revenue Code of 1986) thereafter obtains an ownership interest in the Development.

f. In order to enable the Authority to monitor the Mortgagor's compliance with these use and occupancy restrictions, the Mortgagor covenants and agrees that the Authority and its agents or employees shall be allowed to enter the premises during the normal business hours and inspect and audit all books and records pertaining to the Development.

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g. The Mortgagor covenants and agrees to complete and send to the Authority an annual, or, if more frequent reports requested by an authorized officer of the Authority, at such greater frequency as may be requested, status report(s) in form and content acceptable to the Authority, which status report(s) shall demonstrate ongoing compliance with these use and occupancy restrictions.

h. The Mortgagor covenants and agrees that in the event it sells or otherwise transfers ownership of the Development, it will enter into such agreements with the purchaser or transferee as may be prescribed by the Authority which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.

i. The Mortgagor agrees to evict any tenant or take such other corrective action as is determined by an Authorized Officer of the Authority necessary to comply with these covenants. To the extent necessary to preserve the tax-exempt status of the Authority's notes and bonds issued to finance the Development, the Authority shall have the right to take any and all action which it deems appropriate in order to rent any unleased or vacant unit in the Development.

j. The Mortgagor will submit with its annual budget a written report and certification evidencing compliance with the requirements of this Section.

k. The Mortgagor acknowledges that this Agreement is based upon the Treasury Regulations of the United States Department of Treasury as they exist on the date hereof and that the Treasury Regulations may be subsequently modified or interpreted by the federal government in a manner which the Authority believes is inconsistent with the covenants set forth herein. The Mortgagor agrees to comply with any additional covenant and restriction which the Authority believes, upon advice of counsel, is necessary to insure the tax-exempt status of the interest on the notes and bonds and which is communicated in writing to the Mortgagor, even though such covenant or restriction is not a part of this Agreement as originally executed; provided, however, that if counsel for the Mortgagor disagrees with the advice of counsel for the Authority, Mortgagor shall have the right at its own expense to proceed with obtaining a favorable ruling from the Internal Revenue Service or such court interpretation which Mortgagor deems advisable and in its best interest and the Authority agrees to cooperate fully with Mortgagor in this connection, so long as Mortgagor bears the Authority's expense in obtaining such ruling. In such event, such additional covenant or restriction shall be considered a material part of this Agreement as if it had been originally included herein.

18. Preference for Occupancy. Preference shall be given to the elderly, and persons displaced by urban renewal, slum clearance, or other governmental action.

19. Leases. All occupants shall be required to execute a lease in the form mutually agreed upon by the Mortgagor and the Authority.

20. Children. Except for a Development specifically designed for elderly occupants, in selecting occupants, the Mortgagor shall not discriminate against any persons or persons by reason of the fact that there are children in the family.

21. Time of Occupancy. The Mortgagor shall assure that there shall be no occupancy of any unit in the Development prior to the issuance of a Certificate of Occupancy by the appropriate local officials, and the issuance of the Authority's Permission to Occupy.

22. Prohibited Activities Without Approval. The Mortgagor agrees that it shall not, without the prior written approval of an Authorized Officer of the Authority:

a. Convey, transfer, or encumber any of the Property, or permit the conveyance, transfer or encumbrance of the Property, or any portion of the Property, except as provided in the Mortgage.

b. Assign, transfer, dispose of, or encumber any personal property of the Development, including rents, or pay out any funds, except for reasonable operating expenses and necessary repairs, including payments and deposits pursuant to the Mortgage Note and Mortgage evidencing and securing the Mortgage Loan and other deposits pursuant to other provisions of this Agreement, and for distribution pursuant to Section 23 of this Agreement.

c. Convey, assign, or transfer any beneficial interest in any trust holding title to the Property, or the interest of any general partner in a partnership owning the Property except as provided in the Mortgagor's partnership agreement, or any right to manage or receive the rents and profits from the Property.

d. Remodel, add to, reconstruct, or demolish any part of the Property or subtract from any real or personal property of the Development in excess of \$5,000.00.

e. Engage in any other business activity, including the operation of any other rental housing development, or incur any liability or obligation not in connection with the Development.

f. Require, as a condition of occupancy or leasing of any unit in the Development, any consideration or deposit other than the prepayment for the first month's rent plus a security deposit as allowed under the laws of the State of Michigan. Any funds collected as a security deposit shall be kept separate and apart from all other funds of the Development, in an interest bearing trust account, in a bank or other financial institution located within the State of Michigan, whose deposits are insured by an agency of the United States government. The sum of funds in such account shall at all times be equal to or exceed the aggregate of all outstanding obligations under such account. The deposit and withdrawal of these funds shall be governed by the provisions set forth in Section 5(j) of the Management Agreement, said Section being incorporated in and made a part of this Agreement. In lieu of the above, the Mortgagor may provide a bond which complies with all the requirements of Michigan law to guarantee payment of the security deposits.

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g. Permit the use of the dwelling accommodations of the Development for any purpose except the use which was originally intended, it being understood and acknowledged by the Mortgagor that the qualification for tax exemption of interest on bonds or notes issued to finance this Development is dependent upon compliance with use restrictions arising out of the Internal Revenue Code and Treasury Regulations of the United States Department of Treasury.

h. Pay any compensation, directly or indirectly, including wages or salaries, or incur any obligations to any of the Mortgagor's officers, directors, stockholders, members, trustees, partners, beneficiaries under a trust, or to any of their nominees.

i. Enter into any contract or contracts for supervisory or managerial services to the extent compensation paid under the contract(s) shall be paid from Development income.

23. Distribution by the Mortgagor. The Mortgagor shall not make, nor shall any partner or owner of the Mortgagor or any person or entity having a beneficial interest in the Mortgagor, receive or retain any distribution of any assets or any income of any kind of the Development, without complying with the following conditions:

a. All distribution shall be made only:

- (1) with the approval of an Authorized Officer of the Authority; and
- (2) as of or after the end of an annual fiscal period upon submission and review by the Authority of an annual audit; and
- (3) after compliance with all terms of this Agreement; and
- (4) only as permitted by the laws of the State of Michigan. Payments allowable for the first year of the Development's operation are limited to 12% of the Mortgagor's equity, as determined by an Authorized Officer of the Authority, and thereafter, an increase of 1% each year is allowable, to a maximum return on equity of 25%. The return on equity shall be fully cumulative.

b. No distribution shall be made from borrowed funds, or for any ~~period prior to the Permanent Financing Date established by the Authority, or~~ when there is a default under this Agreement, or under the Mortgage Note or Mortgage evidencing and securing the Mortgage Loan.

c. Any distribution of any funds of the Development which the party receiving the funds is not entitled to receive under this Agreement, as determined by an Authorized Officer of the Authority, shall be held in trust separate and apart from any other funds.

d. The Mortgagor shall have complied with all outstanding notices of requirements for proper maintenance of the Development or has submitted to the Authority, a maintenance plan acceptable to an Authorized Officer of the Authority for implementing repairs and maintenance of items identified in the notice.

e. The Mortgagor further hereby agrees that for every \$3.00 in approved limited distribution payments, the Mortgagor shall expend an additional \$1.00 to provide new services or training for the low income households within

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the Development or to provide rental assistance for additional very low income households in the Development. The specific uses of these funds must be approved in advance in writing by the Authority's director of Management and Reinvestment.

24. Equal Opportunity. The Mortgagor shall not, in the selection of families, in the provision of services, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital status except as provided by law. The Mortgagor shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), Title VI of the Civil Rights Act, the Elliot Larson Civil Rights Act, and the Michigan Handicappers Civil Rights Act.

25. Marketing. The Mortgagor shall conduct the marketing of all units and the selection of families in accordance with the Authority-approved Affirmative Fair Marketing Plan, all regulations or rules relating to fair housing advertising and the applicable minimum set-aside requirements of the Internal Revenue Code, including any regulations published pursuant thereto, for very low income persons.

26. Specific Performance. Upon violation of any provision of this Agreement by the Mortgagor, the Authority may give written notice of such violation to the Mortgagor, by registered or certified mail, addressed to the address stated in this Agreement, or such other address as may subsequently, upon appropriate written notice thereof to the Authority, be designated by the Mortgagor as its legal business address. If such violation is not corrected to the satisfaction of an Authorized Officer of the Authority within 30 days after the day such notice is mailed or within such further time as an Authorized Officer of the Authority reasonably determines is necessary to correct the violation, without further notice the Authority may declare a default under this Agreement, effective on the date of such declaration, and the Authority may, in addition to those actions permitted under the Mortgage in the event of a default, apply to any Court, State or Federal, for specific performance of the covenants and agreements contained in this Agreement, for an injunction against any violation of such covenants and agreements, for the appointment of a receiver to take over and operate the Development, or for such other relief as may be appropriate, since the injury to the Authority arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain. Notwithstanding anything in the foregoing to the contrary, the Authority may take possession of the Development, bring any action necessary to enforce the rights of the Mortgagor growing out of the Development's operation, and collect the rents and operate the Development in accordance with the terms of this Agreement until such time as the Authority in its discretion, determines that the Mortgagor is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of the Mortgage Note and Mortgage evidencing and securing the Mortgage loan. The Authority's election to pursue any one or more of the above remedies shall not be construed to preclude or be a waiver of the Authority's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any violation prior or subsequent to such remedy.

27. Insurance. The Mortgagor agrees that it will obtain and keep in force such insurance coverage as an Authorized Officer of the Authority may from time to time require. The policies evidencing such insurance shall be endorsed with a standard mortgage clause with loss payable to the Authority, shall be issued by companies qualified to do business in the State of Michigan and not unacceptable to an Authorized Officer of the Authority, and shall provide that the Authority shall be given 30 days advance written notice of the cancellation, expiration, or termination of the policy(s) or any material change in the coverage afforded under the policies. The originals of such policies shall be deposited with the Authority.

28. Assignment. The Mortgagor shall not transfer, assign, or pledge any right or interest in, or title to, any funds deposited by the Mortgagor with the Authority, or reserved by the Authority for the Mortgagor, without the prior written approval of an Authorized Officer of the Authority. As used in this instrument, the term "Authority" shall be deemed to include any persons to whom the Mortgage Note and Mortgage referred to above shall be assigned. This instrument shall be binding upon the parties to this Agreement and their respective successors and assigns.

29. Personal Liability of Mortgagor and Partners of Mortgagor. Nothing contained in the Mortgage securing the Mortgage Loan shall be deemed to be a release or impairment of any obligation of the Mortgagor contained in this Agreement.

Neither the Mortgagor nor any partner of the Mortgagor assume personal liability for payments and deposits due under the Mortgage Note and Mortgage evidencing and securing the Mortgage Loan, for deposits to the Reserve Fund for Replacement pursuant to Section 4 of this Agreement or for matters not under their control; except:

a. For funds or property of the Development coming into their hands which, by the provisions of this Agreement, they are not entitled to retain; and

b. For their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions of this Agreement.

30. Proceeds of Mortgage Loan. The Mortgagor covenants and agrees that:

a. It will use not less than 95% of the proceeds of the Mortgage Loan to provide a residential rental project and in connection with the Development will use this 95% of the proceeds of the Mortgage Loan to pay costs of the Development (regardless of the Mortgagor's status as an organization described in Section 501(c)(3) of the Internal Revenue Code or as any other entity exempt from Federal income taxation) which are chargeable by the Mortgagor to a capital account with respect to the Development for Federal income tax and financial accounting purposes or would be so chargeable either with a proper election by a taxpayer (for example, under Section 266 of the Internal Revenue Code) or, but for a proper election of a Mortgagor to deduct such amount, all in accordance with and to the extent required by Treasury Regulations Section 1.103-8(a). Such amount will be expended solely for costs paid or incurred subsequent to the date of the Authority's Resolution Determining Feasibility. Although the components of the Development include certain items of property that may not directly qualify as "qualified rental projects" under

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Internal Revenue Code Section 142(a)(7), such items are functionally related and subordinate items but of a character and size commensurate with the character and size of the items to which they relate. The Mortgagor shall, at the request of the Authority, furnish the Authority with copies of the Federal income tax returns of the Mortgagor.

b. The Development will be a residential rental project as it will consist of a building or structure or several proximate buildings or structures and facilities functionally related and subordinate thereto:

- (1) each containing one or more similarly constructed units (as defined in the Treasury Regulations) and facilities which are functionally related and subordinate to such units; and
- (2) all of the units of which will, on a continuous basis, be rented or available on a non-transient basis for rental to members of the general public.

c. The Mortgagor has incurred or will incur within six months of the date hereof a substantial binding obligation to commence the acquisition and construction of the Development, pursuant to which the Mortgagor is obligated to expend at least the lesser of (i) 2 1/2% of the principal amount of the Mortgage Loan or (ii) \$100,000. The Mortgagor will proceed with due diligence to complete the Development.

d. No portion of the proceeds of the Mortgage Loan will be used to provide any airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off the premises.

e. Less than 25% of the proceeds of the Mortgage Loan are to be used directly or indirectly for the acquisition of land used for other than farming purposes. None of the proceeds of the Mortgage Loan are being used for the purchase of land to be used for farming purposes.

f. No portion of the proceeds of the Mortgage Loan are to be used for the acquisition of any property (or an interest therein) the first use of which ~~property is not pursuant to such acquisition, unless the rehabilitation requirements~~ of Section 147(d) of the Internal Revenue Code of 1986, as amended, are met.

It is acknowledged that the provisions of this section and those of sections 17 and 31 are necessary in order to insure compliance with the Internal Revenue Code.

31. Prohibition Regarding Purchase of Authority Bonds. The Mortgagor (or any other related person as defined in Section 147 of the Internal Revenue Code of 1986, as amended) has not and shall not, pursuant to an arrangement, formal or informal, purchase the Authority's notes or bonds in an amount related to the Mortgage Loan.

32. Actions on Behalf of the Authority. Except as otherwise provided in this Agreement, the following officers of the Authority are authorized to give any approval or notice or take any action on behalf of the Authority in connec-

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tion with the administration of this Agreement: the Executive Director, the Deputy Director/Chief Underwriter, the Director of Finance, and the Director of Legal Affairs. The term "Authorized Officer of the Authority" refers to these employees of the Authority when acting within the scope of their authority.

33. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions of this Agreement.

34. Modification. This Agreement may not be altered, modified or amended except in writing signed on behalf of the Mortgagor and the Authority.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have executed this Agreement as of the day and year shown above.

WITNESS:

BIRMINGHAM LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP,
a Michigan limited partnership
(Mortgagor)

Baldwin House, a Non-Profit
Housing Corporation,
By: a Michigan corporation

Its: General Partner

Charlene K. Johnson
Charlene K. Johnson

Carl V. Bryson
Carl V. Bryson

By: Lois L. Poston
Lois Poston

Its: President

Charlene K. Johnson
Charlene K. Johnson

Carl V. Bryson
Carl V. Bryson

And
By: Virginia K. Turner
Virginia K. Turner

Its: Secretary

Charlene K. Johnson
Charlene K. Johnson

Carl V. Bryson
Carl V. Bryson

By: Emanuel Ravet
Emanuel Ravet

Its: General Partner

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MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITYCharlene K. Johnson
Charlene K. JohnsonBy: Jeanne L. Peterson
Jeanne L. PetersonCarl V. Bryson
Carl V. BrysonIts: Director of Legal AffairsSTATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

On this 14th day of January, 1993, before me, a Notary Public in and for said County, personally appeared Lois Poston and Virginia K. Turner, to me known, who being by me duly sworn, did say that they are the President and Secretary of Baldwin House, a Non-Profit Housing Corporation, a Michigan corporation, general partner of Birmingham Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, and that the within instrument was executed on behalf of the limited partnership by the authority of the Board of Directors of the corporation and that the corporation authorized the signing of the instrument on behalf and with authority of the limited partnership, and Lois Poston and Virginia K. Turner, acknowledged the instrument to be the free act and deed of the corporation, the limited partnership, and themselves.

CHARLENE K. JOHNSON
Notary Public, Eaton County, MI
Acting in Ingham County, Michigan
My Comm. Expires June 4, 1995

Charlene K. Johnson
Charlene K. Johnson
Notary Public, County of _____
State of Michigan
My Commission Expires:

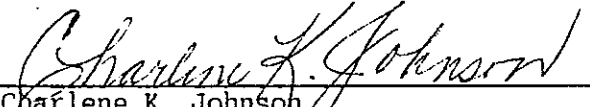
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STATE OF MICHIGAN)
) ss.
 COUNTY OF INGHAM)

On this 14th day of January, 1993, before me appeared Emanuel Ravet, to me personally known, who being by me duly sworn, did say that he is a general partner of Birmingham Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, and that the within instrument was executed on behalf of the limited partnership by authority of its Partnership Agreement, and Emanuel Ravet acknowledged the instrument to be the free act and deed of the limited partnership and of himself.

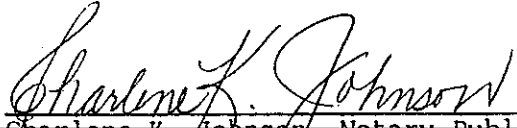
CHARLENE K. JOHNSON
 Notary Public, Eaton County, MI
 Acting in Ingham County, Michigan
 My Comm. Expires June 4, 1995


 Charlene K. Johnson
 Notary Public, County of _____
 State of Michigan
 My Commission Expires:

STATE OF MICHIGAN)
) ss.
 COUNTY OF INGHAM)

On this 14th day of January, 1993, before me appeared Jeanne L. Peterson, to me personally known, who being by me duly sworn, did say that she is the Director of Legal Affairs of the Michigan State Housing Authority, and that the within instrument was signed on behalf of the Authority pursuant to a Resolution of the Authority, and Jeanne L. Peterson acknowledged such instrument to be the free act and deed of the Authority.

CHARLENE K. JOHNSON
 Notary Public, Eaton County, MI
 Acting in Ingham County, Michigan
 My Comm. Expires June 4, 1995


 Charlene K. Johnson, Notary Public
 County of _____, State of Michigan
 My Commission Expires:

Drafted by and when recorded return to:

Carl V. Bryson
 Michigan State Housing Development Authority
 401 S. Washington Square, P. O. Box 30044
 Lansing, MI 48933

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EXHIBIT "A"

BALDWIN HOUSE
MSHDA Development No. 899

Legal Description

Land situated in the Northwest 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, being parts of Lots 1, 5, 13 and 17, all of Lots 2, 3, 4, 14, 15 and 16, also adjoining vacated alleys and adjoining South one-half of vacated Martin Street of Castle Addition to the City of Birmingham as recorded in Liber 3 of Plats, Page 9, Oakland County Records, more particularly described as follows: Beginning at a point on the South line of said Lot 17 located South 88°15' West 13.65 feet from the Southeast corner of said Lot 17 as platted; thence South 88°15' West 271.48 feet along the North line of Merrill Street to a point situated 9.13 feet Westerly of the Southeast corner of said Lot 13 as platted; thence North 01°30' West 236.00 feet to the centerline of vacated Martin Street; thence North 88°15' East 274.28 feet along said centerline of vacated Martin Street to the West line of Chester Street as widened; thence South 01°47'25" East 232.00 feet along said West line of Chester Street; thence South 43°13'48" West 5.65 feet to the point of beginning of this description.

3009

Pt 19-36-126-019

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
 401 South Washington Square - 4th Floor Plaza One Building
 Post Office Box 30044
 Lansing, Michigan 48909

RECEIVED
 \$ 2.00 REMUNERATION
 5 SEP 95 3:05 P.M. RECEIPT# 49A
 PAID RECORDED - OAKLAND COUNTY
 LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

**REGULATORY AGREEMENT/RESTRICTIVE COVENANT
 LOW INCOME HOUSING TAX CREDIT**

This Agreement, which shall serve as a Regulatory Agreement and have the full force of a restrictive covenant running with the land pursuant to Public Act 346 of the Michigan Public Acts of 1966, as amended, is dated as of this 28th day of December, and made by and between the Michigan State Housing Development Authority (the "Authority") as the low income housing tax credit agency for the State of Michigan and Birmingham LDHA LP ("Owner").

WHEREAS, the Authority is the designated housing credit agency for the State of Michigan with respect to the low income housing tax credit authorized by Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Owner is the Owner of certain real property, more particularly described in Exhibit A, attached hereto, and incorporated herein by reference; and

WHEREAS, the Owner has applied to the Authority for an allocation of Low Income Housing Tax Credit authority for a residential rental development which has been or will be constructed on the property; and

WHEREAS, the Authority has determined, pursuant to the provisions of Section 42 of the Code, that an allocation of credit to the Project in the amount of One Hundred Twenty-Four Thousand Five Hundred Eleven Dollars (\$124,511) is the maximum appropriate amount of tax credit authority to be allocated to the Project; and

WHEREAS, Section 42 (h) of the Code requires that the Authority and the Owner enter into an "extended low income housing commitment", which shall be recorded as a restrictive covenant in order for the Owner to be allowed the benefit of the Low Income Housing Tax Credit.

NOW, THEREFORE, in consideration of receipt of the benefit of the Low Income Housing Tax Credit, the promises and covenants set forth hereafter, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Authority agree and covenant as follows:

1) All words and phrases used herein shall have the same meaning as defined in Section 42 of the Code.

2) The Owner is a limited partnership, duly organized and existing under the laws of the State of Michigan, and has all the powers necessary to conduct business and to execute and deliver this Regulatory Agreement.

Revised 11-93

1 RECEIVED

OCT 6 1995

45E PROGRAM

OK - G.K.

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There is no action or proceeding in law or in equity now pending, or, to the knowledge of the Owner, threatened, which, if adversely determined, would materially impair the rights of the Owner to carry on business as contemplated by this Agreement, or would materially affect the Owner's financial condition.

3) The building(s), which do or will constitute a qualified housing project as defined in Section 42 of the Code, and regulations promulgated thereunder, the rental units of which will be rented or available for rental on a continuous basis to members of the general public throughout the length of this Agreement, shall be known as Baldwin House.

4) As a condition and in consideration of receipt of the Low Income Housing Tax Credit, the Owner, for itself and all successors in interest to the buildings in the Project, agrees to maintain the applicable fraction, as defined in Section 42 (c)(1)(B) of the Code and stated below, for the period of time this Agreement is in effect, that being the initial compliance period of 15 years, and for the extended use period of an additional 15 years (the longer of an additional 15 years or that period agreed to by the Owner in its application for the credit), in accordance with the provisions of Section 42(h)(6)(E) of the Code.

5) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code, is 53/131, which fraction shall not be decreased during any taxable year of the extended use period, except in accordance with the provisions described below.

6) The extended use period shall be the period beginning on the first day in the compliance period, as defined in Section 42 of the Code, on which a building is part of the qualified low-income housing Project, and ending on the date which is 15 years (the longer of fifteen years or that period agreed to by the Owner in its application for tax credit) after the initial fifteen year compliance period.

7) This Agreement constitutes an "agreement" between the parties which shall be enforceable in the courts of the State of Michigan by the Authority as the state credit agency, or by any individual(s), whether prospective, present, or former occupant(s) of the Project, who meet the income limitation applicable to the Project under Section 42(g) of the Code, such individuals being express beneficiaries of this Agreement.

8) The Owner agrees to obtain the consent of any prior recorded lien-holder on the property to this agreement, and such consent shall be a condition precedent to the issuance of IRS Form 8609, or any document constituting a carryover allocation.

9) The Owner covenants and agrees that no portion of a building to which this agreement applies may be disposed of, transferred, or sold, unless the entire building is disposed of, transferred, or sold to such person.

10) The Owner covenants and agrees that the refusal to lease a unit in a building covered by this Agreement to the holder of a voucher or certificate of eligibility under §8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder is prohibited.

11) It is the intent of the parties that these covenants constitute use and occupancy restrictions and be covenants running with the land, binding on all successors and assigns of each party.

12) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code and the provisions of this Agreement. Further, the Owner covenants to take any required action, including amendment of this Agreement, as may be necessary, in the opinion of the Authority, to comply with the Code and all applicable regulations, rules, and procedures of the Internal Revenue Service or the United States Department of Treasury.

13) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Authority.

14) The Owner covenants and agrees that it will maintain records at the Project and file reports with the Authority with respect to the occupancy and rent requirements and will permit the Authority to inspect such records at all reasonable times.

15) In the event the Authority determines that the Project is in non-compliance with the rent and occupancy requirements of Section 42 of the Code, and the Owner, upon notification by the Authority, does not take immediate steps to correct such non-compliance, the Authority shall notify the Internal Revenue Service, and shall be entitled to take such other actions as it deems necessary to enforce the provisions of the Code and this Agreement.

16) The Owner covenants and agrees to complete and send to the Authority an annual report, or, if more frequent reports are requested by an authorized officer of the Authority, status reports, in form and substance acceptable to the Authority, which shall demonstrate on-going compliance with the provisions of Section 42 of the Code.

17) The Owner covenants and agrees that, in the event it sells or otherwise transfers ownership of the Project or any part thereof, it will notify the Authority in writing and further, that it will enter into any such agreements with the purchaser or transferee as may be prescribed by the Authority, which have the effect of causing such purchaser or transferee to be bound by these restrictions, or any amendments thereto.

18) In the event of any conflict between the covenants contained in this Agreement and the requirements of the Code, the Code requirements shall prevail.

19) The invalidity of any clause or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have set their hands as of this 28th day of December, 1994.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Elizabeth A. Hunter
Elizabeth A. Hunter

By: Jeanne L. Peterson
Jeanne L. Peterson
Director of Legal Affairs

Jean M. Allison
Jean M. Allison

State of Michigan, Ingham County. The foregoing instrument was sworn and subscribed to before me this 28th day of December, 1994, by Jeanne L. Peterson, Director of Legal Affairs, Michigan State Housing Development Authority.

Charlene K. Johnson
Notary Public

Ingham County, Michigan
My commission expires
CHARLENE K. JOHNSON
Notary Public, Eaton County, MI
Acting in Ingham County, Michigan
My Comm. Expires June 4, 1995

BIRMINGHAM LIMITED DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP
(Owner)

By: Harvey Wolf
(Signature of "Owner")

Harvey Wolf, General Partner
(Typed Name of Owner)
29777 Telegraph Road, Suite 2100
Southfield, MI 48034-7651
(Address of Owner)

Martha L. Hunt
MARSHA L. HUNT
Franklin Frazier
FRANKLIN FRAZIER

State of Michigan, OAKLAND County.

The foregoing instrument was sworn and subscribed to before me

this 16th day of AUGUST, 1995, by

HARVEY WOLF, CHIEF OPERATING OFFICER / GEN. PARTNER
(name) (title)

Marilyn Sue Ellison
, Notary Public

OAKLAND County, Michigan

My Commission expires: 4-8-96

PREPARED BY and RETURN TO:
Jeanne L. Peterson
Director of Legal Affairs
MSHDA
PO Box 30044
Lansing MI 48909

MARILYN SUE ELLISON
Notary Public, Oakland County, MI
My Commission Expires 04-08-96

5199

Baldwin House

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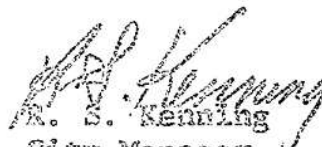
May 14, 1976

MEMORANDUM

To: Birmingham City Commission
From: R. S. Kenning, City Manager
Re: Agreement of Baldwin House Corporation

Attached is a proposed agreement between the City of Birmingham and the Baldwin House Corporation for the development of the senior citizen project on the Baldwin School site. It is proposed that the City Commission should review the agreement, make any suggestions for additions or alterations, but hold formal approval of the agreement until after either variances have been granted which would permit a proposed development under the present R-7 zoning or an amendment to the Zoning Ordinance has been passed which would permit such a development.

Respectfully submitted,


R. S. Kenning
City Manager

RSK:ms
attach.

HARTMAN, BEIER, HOWLETT, MCCONNELL & GOOGASIAN
74 West Long Lake Road, Suite 1
Bloomfield Hills, Michigan 48303

May 12, 1976

Birmingham City Commission
151 Martin Street
Birmingham, Michigan

Gentlemen:

After your review of the letter outline submitted by this office, an initial draft of an agreement with Baldwin House was prepared and forwarded to it. Representatives of Baldwin House met with Mr. Kenning and me and, as a result, certain changes were made in the agreement. Copies of the revised agreement are herewith enclosed. Although representatives of Baldwin House have not reviewed the enclosed draft which contains certain revisions which they suggested and Baldwin's Board has not approved of the enclosed draft, it is my belief that the revised agreement will probably meet with the approval of Baldwin's representatives and its Board of Directors.

Our April 7, 1976, letter outline set forth certain suggested provisions for the Baldwin agreement. To some extent, the enclosed agreement does not contain those suggestions. In the following paragraphs I indicate why such changes were made and also comment on other significant provisions in the document.

1. We had suggested a deposit of \$25,000. Baldwin informs us that it has no funds with which to make a deposit and that it will not be funded until its project is approved by MSDHA, at which time it will be in a position to pay the full purchase price. There is no provision in the enclosed agreement for a deposit.

2. The agreement provides for a period of 12 months within which Baldwin may secure the State Housing loan commitment. This contrasts with the 60 day provision in our letter outline. We were advised that the 12 month period will be required.

3. The agreement seeks to avoid the City Commission committing itself to project approval until the project conforms with the Zoning Ordinance or with variances granted therefrom. The agreement (I-B) contemplates that the sponsor will submit its plans and specifications and that if amendments or variances are required, those will

be processed in the usual course and that approval will be granted only after the amendments have been enacted or the variances have been granted. If required amendments and variances are not obtained, the agreement would terminate.

4. We had suggested to you that the City would be protected against being left with a half completed project by requiring a re-conveyance in the event of default. Baldwin's representatives inform us that any such provision would make the project impossible to finance in that a general partner must be obtained to put up the equity money which the State will not be providing and that an investor could not be obtained with such a right of reverter. After much discussion, it was determined that the best protection the sponsor could give the City would be a completion bond in the amount of 50% of the contract. It was also pointed out that 10% is retained on all payments until completion. Since the cost of this bond must be added to the cost of the project and since the State requires only a bond in the amount of 25% of construction costs, the sponsor is not positive it can provide the 50% bond.

5. The State Authority has a policy which requires the inclusion of I-G relating to the City cooperating in providing family housing other than housing for the elderly.

The agreement is submitted for your consideration, comment and eventual approval. It is my understanding that until the agreement is signed and until the project complies with the Zoning Ordinance or approved variances and is approved by the City, the preliminary processing of the project with the State cannot be started.

Very truly yours,

HARTMAN, BRIER, HOWLETT,
McDONNELL & GOOGASIAN

/s/ Dean G. Reier

Dean G. Reier

DGB/mkk

Enc.

Copied 5/12/76:ms

AGREEMENT

CITY OF BIRMINGHAM - BALDWIN HOUSE

Birmingham, Michigan

_____, 1976

This Agreement entered into between the City of Birmingham, a Municipal Corporation, herein called City, and Baldwin House, a Michigan Nonprofit Corporation, herein called Baldwin,

WITNESSETH:

The City is currently purchasing under land contract the land described in Exhibit A attached hereto, which land the City has determined should be used, in order to serve the best interests of the people of Birmingham, for the purpose of providing a senior citizen housing facility. The sale of the land for such purpose has been approved (as required by City Charter) by the electors of the City.

Baldwin has submitted to the City a proposal which describes generally the appearance, size, height and bulk of a multi-story apartment building which could be built on the site and which Baldwin proposes to construct, sponsor, maintain and manage.

The City has determined to accept Baldwin's proposal and the parties are desirous of entering into an agreement setting forth the terms and conditions under which the City will sell its land to Baldwin, Baldwin will construct the senior citizen housing

project proposed, and the use, management and occupancy of the building, upon completion, will be such that the City's objective of providing quality senior citizen housing will be fulfilled.

Now, therefore, the parties agree as follows:

I. THE SALE OF LAND

The City agrees to sell and Baldwin agrees to buy the land described in Exhibit A for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), which sum shall be paid in cash at the time of closing. This agreement to buy and sell such land is conditioned upon (1) Baldwin being able to obtain financing for the project which is satisfactory to it, and (2) the parties agreeing upon the plans and specifications for the building and other improvements to be placed on such land.

A. Baldwin shall immediately undertake to secure necessary financing for the project. If such financing has not been secured within twelve (12) months from the date of this Agreement, Baldwin shall notify the City in writing and this Agreement shall thereupon terminate and both parties shall be relieved from any further rights, duties or liabilities thereunder unless such time limitation is extended by mutual agreement of the parties.

B. As soon as reasonably possible after the signing of this Agreement, Baldwin shall submit to the City plans and specifications for the proposed project which shall be in sufficient detail to provide the City

with such information as it may deem necessary in order to consider and approve or disapprove of the project. If agreement on such preliminary plans and specifications has not been reached by the parties within sixty (60) days from the date of their submission, this Agreement shall thereupon terminate and both parties shall be relieved of any further rights, duties or liabilities thereunder. The parties understand that Baldwin's plans may not strictly comply with all applicable provisions of the City Zoning Ordinance and that it may be necessary for Baldwin to obtain variances from the City Board of Zoning Appeals or that one or more Zoning Ordinance amendments may be necessary to permit construction of Baldwin's proposed structure. By entering into this Agreement, the City makes no agreement or commitment that any variance will be granted or that any amendment to the Zoning Ordinance will be adopted. If any Ordinance amendment or variance is required, the period within which agreement must be reached on plans and specifications shall be extended from the sixty (60) days above provided for to a total of one hundred twenty (120) days.

C. If within the time limit provided for in A. above Baldwin secures project financing satisfactory to it, it shall promptly notify the City thereof in writing. Upon receipt of such notice or upon mutual agreement as to plans and specifications, whichever shall last occur, the City shall, as soon as possible,

provide Baldwin with a commitment for title insurance in the amount of the purchase price guaranteeing marketable title in the City free of all liens, claims and encumbrances. Baldwin acknowledges that it is aware that fee title is presently vested in the City's land contract vendor. Baldwin will not object to marketability of title if the City's vendor holds marketable title and conveys it to the City at the time of closing.

D. If no objection to the condition of title is made, the sale shall be consummated by delivery of a warranty deed and payment of the purchase money within thirty (30) days from the date the commitment for title insurance is delivered to Baldwin.

E. If objection to the title is made based upon a written opinion of Baldwin's attorney that the title is not in the condition as required for performance hereunder, the City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to remedy the title. If the City remedies the title within the time specified, Baldwin agrees to complete the sale within thirty (30) days of written notification thereof. If the City fails to remedy the title or to give Baldwin the above written notification within said thirty days, Baldwin may, by giving written notice of its intent so to do, waive any defects, whereupon the transaction shall be consummated within ten (10) days after such written waiver notice. If the City fails to remedy the title or to give Baldwin the above

written notification within said thirty days and Baldwin does not give the written waiver above described within the ten day period, this Agreement shall terminate upon the expiration of said ten day period.

F. In the event the purchase is consummated, the City shall not be required to provide Baldwin with a title insurance policy issued pursuant to the furnished commitment.

G. The City acknowledges that Federal and State policy requires that non-elderly government assisted housing, as well as assisted elderly housing, be provided to the extent needed and feasible in each housing market area. Therefore, the City agrees to cooperate in any reasonable way consistent with City Ordinances and policies in providing such existing, rehabilitated and/or new housing as the Michigan State Housing Development Authority and/or the U. S. Department of Housing and Urban Development shall reasonably require as a condition of providing financing and assistance to the Baldwin project.

II. CONSTRUCTION OF THE PROJECT

Once the closing in "I" above has taken place, Baldwin shall do everything reasonably possible to forthwith commence construction of the project and complete it with all due diligence.

A. Construction plans and specifications shall be completed and a building permit for the building applied for as soon as possible. Such plans and specifications

must be in substantial conformity with those previously agreed upon by the parties unless changed by mutual agreement of the parties. Prior to commencing any construction, Baldwin shall provide the City with a labor, materials and completion bond, naming the City as a beneficiary, issued by a surety company licensed to do business within the State of Michigan in a sum not less than fifty percent (50%) of the total construction cost as set forth in the contract(s) entered into by Baldwin for the construction of the building(s) for which permit(s) have been secured.

B. The building and all related improvements shall be completed so as to qualify for a certificate of occupancy as promptly as possible after the issuance of the building permit. Baldwin shall make every effort to have the building ready for occupancy at the earliest possible date and to that end will provide adequate and competent supervision of the project at all times.

III. OPERATION AND MANAGEMENT OF THE COMPLETED PROJECT

A. Once completed, the apartments constructed on the Exhibit A land shall be managed and maintained by Baldwin so that the building and the land and other improvements are clean, safe and neat in appearance. To this end, Baldwin shall:

1. See that all provisions of the Birmingham City Code are fully complied with.
2. Retain a professional management agent which shall hire and have available at all time a competent,

experienced on-site manager whose name, address and telephone number shall be on file with the City Clerk at all times and who shall occupy one of the dwelling units located on the premises.

3. Comply with all reasonable requests of the City which have as their objective maintaining the project in a clean, safe and neat appearing condition.

B. Regardless of whether or not the Michigan Housing Development Authority is involved in the financing of the project, Baldwin shall lease or rent apartments only to tenants who qualify as "elderly" under the provisions of the Michigan Housing Development Authority Act (Act 546 of 1966) or to such other persons who qualify for housing under said Act. In the event the qualifications of such persons shall change by amendment to the Act or by regulation of the Authority, the qualifying requirements in effect at the time a tenant contracts for occupancy shall be applied. Baldwin shall give priority to prospective tenants who qualify for rent subsidies or assistance from a Federal or State government program.

C. As a representative of the public, the City is recognized as having a proper continuing interest in seeing that the project, upon completion, is properly managed and maintained and that apartment occupancy by Baldwin's tenants is in accordance with Subparagraph B. above.

IV. GENERAL PROVISIONS

A. During the period between the signing of this Agreement and the closing of the purchase, Baldwin shall have the

right to go upon the site to make such reasonable engineering and soil studies as it may deem necessary. In the event the purchase herein provided for is not consummated for any reason, all studies, reports and information which Baldwin may have obtained relating to the premises shall be turned over to the City.

B. Pursuant to Section 15a of Act 346 of 1966, the land conveyed by the City to Baldwin shall be exempt from taxation for so long as any federally-aided or State Housing Development Authority financing is in effect, provided that such exemption period shall not exceed fifty (50) years. The owner of the project constructed on the Exhibit A property shall pay to the City an annual service charge, in lieu of taxes, in the maximum amount as may be permitted by the Michigan State Housing Authority, but in any event not less than ten percent (10%) of the annual shelter rents, as defined in Public Act 346 of 1966, received by Baldwin during each year.

Baldwin shall be liable for and pay to the City taxes on the premises for the period elapsing between the date title is conveyed and the date that the property becomes exempt from taxes pursuant to Section 15a of Act 346. Such taxes shall be computed using the purchase price as the fair market value, applying the then current tax rates for the applicable taxing entities, and prorating such taxes on a due date basis.

C. No assignment or transfer of Baldwin's interest in the property described in Exhibit A, other than as such may result from the foreclosure of a mortgage or security interest, shall be made until and unless such conveyance or assignment shall have been first approved by the City, which approval shall not be

• . . unreasonably withheld, provided, however, that an assignment or
• . . transfer of Baldwin's interest in the premises to a limited
partnership in which Baldwin is a general partner shall not
require any approval from the City.

D. The provisions of this Agreement shall not be deemed
to merge in the conveyance of the real estate herein referred to.
The rights and liabilities of the parties as herein set forth,
insofar as they may not be fulfilled or mooted by the transfer of
land title, shall continue in existence subsequent to the closing
of the land purchase.

CITY OF BIRMINGHAM, a Municipal
Corporation

By
Samuel W. Staples, Mayor

By
Beth Cole, Clerk

BALDWIN HOUSE, a Michigan
Nonprofit Corporation

By
Its

By
Its

11-8-76

AGREEMENT

CITY OF BIRMINGHAM - BALDWIN HOUSE

Birmingham, Michigan

December 6, 1976

This Agreement entered into between the City of Birmingham, a Municipal Corporation, herein called City, and Baldwin House, a Michigan Nonprofit Corporation, herein called Baldwin,

WITNESSETH:

The City is currently purchasing under land contract the land described in Exhibit A attached hereto, which land the City has determined should be used, in order to serve the best interests of the people of Birmingham, for the purpose of providing a senior citizen housing facility and related purposes. The sale of the land for such purpose has been approved (as required by City Charter) by the electors of the City.

Baldwin has submitted to the City a proposal which describes generally the appearance, size, height and bulk of a multi-story apartment building which could be built on the site and which Baldwin proposes to construct, sponsor, maintain and manage.

The City has determined to accept Baldwin's proposal and the parties are desirous of entering into an agreement setting forth the terms and conditions under which the City will sell its land to Baldwin, Baldwin will construct the senior citizen housing project proposed, and the use, management and occupancy of the building, upon completion, will be such that the City's objective of providing quality senior citizen housing will be fulfilled.

Now, therefore, the parties agree as follows:

I. THE SALE OF LAND

The City agrees to sell and Baldwin agrees to buy the land described in Exhibit A for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), which sum shall be paid in cash at the time of closing. This agreement to buy and sell such land is conditioned upon (1) Baldwin being able to obtain financing for the project which is mutually satisfactory and (2) the parties agreeing upon the plans and specifications for the building and other improvements to be placed on such land.

A. Baldwin shall immediately undertake to secure necessary financing for the project. If such financing has not been secured within twelve (12) months from the date of this Agreement, Baldwin shall notify the City in writing and this Agreement shall thereupon terminate and both parties shall be relieved from any further rights, duties or liabilities thereunder unless such time limitation is extended by mutual agreement of the parties in writing.

B. As soon as reasonably possible after the signing of this Agreement, Baldwin shall submit to the City plans and specifications for the proposed project which shall be in sufficient detail to provide the City with such information as it may deem necessary in order to consider and approve or disapprove of the project. If agreement on such preliminary plans and specifications has not been reached by the parties within sixty (60) days from the date of their submission or within such additional time period as the parties may agree to,

or liabilities thereunder. The parties understand that Baldwin's plans may not strictly comply with all applicable provisions of the City Zoning Ordinance and that it may be necessary for Baldwin to obtain variances from the City Board of Zoning Appeals or that one or more Zoning Ordinance amendments may be necessary to permit construction of Baldwin's proposed structure. By entering into this Agreement, the City makes no agreement or commitment that any variance will be granted or that any amendment to the Zoning Ordinance will be adopted. If any Ordinance amendment or variance is required, the period within which agreement must be reached on plans and specifications shall be extended from the sixty (60) days above provided for to a total of one hundred twenty (120) days or within such additional time period as the parties may agree to.

C. If within the time limit provided for in A. above Baldwin secures project financing satisfactory to it, it shall promptly notify the City thereof in writing. Upon receipt of such notice or upon mutual agreement as to plans and specifications, whichever shall last occur, the City shall, as soon as possible, provide Baldwin with a commitment for title insurance in the amount of the purchase price guaranteeing marketable title in the City free of all liens, claims and encumbrances. Baldwin acknowledges that it is aware that fee title is presently vested in the City's land contract vendor. Baldwin will not object to marketability of title if the City's vendor holds marketable

7398-5713-1014

D. If no objection to the condition of title is made, the sale shall be consummated by delivery of a warranty deed and payment of the purchase money within thirty (30) days from the date the commitment for title insurance is delivered to Baldwin.

E. If objection to the title is made based upon a written opinion of Baldwin's attorney that the title is not in the condition as required for performance hereunder, the City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to remedy the title. If the City remedies the title within the time specified, Baldwin agrees to complete the sale within thirty (30) days of written notification thereof. If the City fails to remedy the title or to give Baldwin the above written notification within said thirty days, Baldwin may, by giving written notice of its intent so to do, waive any defects, whereupon the transaction shall be consummated within ten (10) days after such written waiver notice. If the City fails to remedy the title or to give Baldwin the above written notification within said thirty days and Baldwin does not give the written waiver above described within the ten day period, this Agreement shall terminate upon the expiration of said ten day period.

F. In the event the purchase is consummated, the City shall as soon thereafter as possible obtain, at its sole expense, a title insurance policy issued pursuant to the furnished commitment and shall deliver such policy to Baldwin.

5E

housing, as well as assisted elderly housing, be provided in each housing market area. Therefore, the City agrees it will consider such existing, rehabilitated and/or new housing as the Michigan State Housing Development Authority and/or the U. S. Department of Housing and Urban Development shall reasonably require as a condition of providing financing and assistance to the Baldwin project.

II. CONSTRUCTION OF THE PROJECT

Once the closing in "I" above has taken place, Baldwin shall do everything reasonably possible to forthwith commence construction of the project and complete it with all due diligence.

A. Construction plans and specifications shall be completed and a building permit for the building applied for as soon as possible. Such plans and specifications must be in substantial conformity with those previously agreed upon by the parties unless changed by mutual agreement of the parties. Prior to commencing any construction, Baldwin shall provide the City with a labor, materials and completion bond, naming the City as a beneficiary, issued by a surety company licensed to do business within the State of Michigan in a sum not less than fifty percent (50%) of the total construction cost as set forth in the contract(s) entered into by Baldwin for the construction of the building(s) for which permit(s) have been secured.

B. The building and all related improvements shall be completed so ~~55~~ to qualify for a certificate of

to have the building ready for occupancy at the earliest possible date and to that end will provide adequate and competent supervision of the project at all times.

III. OPERATION AND MANAGEMENT OF THE COMPLETED PROJECT

A. Once completed, the apartments constructed on the Exhibit A land shall be managed and maintained by Baldwin so that the building and the land and other improvements are clean, safe and neat in appearance. To this end, Baldwin shall:

1. See that all provisions of the Birmingham City Code are fully complied with.

2. Retain a professional management agent which shall hire and have available at all time a competent, experienced on-site manager whose name, address and telephone number shall be on file with the City Clerk at all times and who shall occupy one of the dwelling units located on the premises.

3. Comply with all reasonable requests of the City which have as their objective maintaining the project in a clean, safe and neat appearing condition.

B. Regardless of whether or not the Michigan Housing Development Authority is involved in the financing of the project, Baldwin shall lease or rent apartments only to tenants who qualify as "elderly" under the provisions of the Michigan Housing Development Authority Act (Act 346 of 1966) or to such other persons who qualify for housing under said Act. In the event the qualifications of such persons shall change by amendment to the Act or by regulation of the Authority, the qualifying requirements in effect at the time a tenant contracts for occupancy shall be

them for rent subsidy or other assistance under the governmental program by which this project is financed to the broadest extent possible under such program.

C. As a representative of the public, the City is recognized as having a proper continuing interest in seeing that the project, upon completion, is properly managed and maintained and that apartment occupancy by Baldwin's tenants is in accordance with Subparagraph B. above.

IV. GENERAL PROVISIONS

A. During the period between the signing of this Agreement and the closing of the purchase, Baldwin shall have the right to go upon the site to make such reasonable engineering and soil studies as it may deem necessary. In the event the purchase herein provided for is not consummated for any reason, all studies, reports and information which Baldwin may have obtained relating to the premises shall be turned over to the City.

B. Pursuant to Section 15a of Act 346 of 1966, the land conveyed by the City to Baldwin shall be exempt from taxation for so long as any federally-aided or State Housing Development Authority financing is in effect, provided that such exemption period shall not exceed fifty (50) years. The owner of the project constructed on the Exhibit A property shall pay to the City an annual service charge, in lieu of taxes, in the maximum amount as may be permitted by the Michigan State Housing Authority, but in any event not less than ten percent (10%) of the annual shelter rents, as defined in Public Act 346 of 1966, received by Baldwin during each year.

Baldwin shall be ^{5E}liable for and pay to the City taxes

taxes pursuant to Section 15a of Act 346. Such taxes shall be computed using the purchase price as the fair market value, applying the then current tax rates for the applicable taxing entities, and prorating such taxes on a due date basis.

C. No assignment or transfer of Baldwin's interest in the property described in Exhibit A, other than as such may result from the foreclosure of a mortgage or security interest, shall be made until and unless such conveyance or assignment shall have been first approved by the City, which approval shall not be unreasonably withheld, provided, however, that an assignment or transfer of Baldwin's interest in the premises to a limited partnership in which Baldwin is a general partner shall not require any approval from the City.

D. The provisions of this Agreement shall not be deemed to merge in the conveyance of the real estate herein referred to. The rights and liabilities of the parties as herein set forth, insofar as they may not be fulfilled or mooted by the transfer of land title, shall continue in existence subsequent to the closing of the land purchase.

CITY OF BIRMINGHAM, a Municipal Corporation

By Samuel W. Staples
Samuel W. Staples, Mayor

By Beth Cole
Beth Cole, Clerk

BALDWIN HOUSE, a Michigan Nonprofit Corporation

By Bill W. Burlingame
Its President

Caren B. King

Judith A. Bienn

William C. Hamilton

EXHIBIT A ATTACHED TO AGREEMENT
BETWEEN CITY OF BIRMINGHAM AND
BALDWIN HOUSE DATED DECEMBER 6,
1976

Land situated in the Northwest 1/4 of Section 36, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan, being parts of Lots 1, 5, 13 and 17, all of Lots 2, 3, 4, 14, 15 and 16, also adjoining vacated alleys and adjoining South 1/2 of vacated Martin Street of Castle Addition to the City of Birmingham as recorded in Liber 3 of Plats, Page 9, Oakland County Records, more particularly described as follows:

Beginning at a point on the South line of said Lot 17 located South 88° 15' West 13.65 feet from the Southeast corner of said Lot 17 as platted; thence South 88° 15' West 271.48 feet along the North line of Merrill Street to a point situated 9.13 feet Westerly of the Southeast corner of said Lot 13 as platted; thence North 1° 30' West 236.00 feet to the centerline of vacated Martin Street; thence North 88° 15' East 274.28 feet along said centerline of vacated Martin Street to the West line of Chester Street as widened; thence South 1° 47' 25" East 232.00 feet along said West line of Chester Street; thence South 43° 13' 48" West 5.65 feet to the point of beginning of this description. Contains 1.489 acres.

CITY OF BIRMINGHAM,
a Municipal Corporation

BALDWIN HOUSE, a Michigan
Municipal Corporation

By Samuel W. Staples
Samuel W. Staples, Mayor

By Alice W. Burlingame
Alice W. Burlingame, President

By Beth Cole
Beth Cole, Clerk

By Florence Cramer
Florence Cramer, Secretary

SUPPLEMENTAL AGREEMENT

CITY OF BIRMINGHAM - BALDWIN HOUSE

Birmingham, Michigan
November 29, , 1977

The City of Birmingham, a Municipal Corporation; and Baldwin House, a Michigan Nonprofit Corporation, entered into an Agreement dated December 6, 1976, relating to the acquisition of property described therein for use as a senior citizen housing project. That Agreement will expire December 6, 1977, and the parties are desirous of extending the effective period of the Agreement and making certain amendments and modifications thereto.

Now, therefore, the parties agree as follows:

1. Paragraph I. A. is amended to read as follows:

A. Baldwin shall immediately undertake to secure necessary financing for the project. If such financing has not been secured by February 6, 1978, Baldwin shall notify the City in writing and this Agreement shall thereupon terminate and both parties shall be relieved from any further rights, duties or liabilities thereunder unless such time limitation is extended by mutual agreement of the parties in writing.

2. Paragraph I. B. is amended to read as follows:

B. As soon as reasonably possible after the signing of this Agreement, Baldwin shall submit to the City plans and specifications for the proposed project which shall be in sufficient detail to provide the City with such information as it may deem necessary in order to

Agreement on such preliminary plans and specifications shall be reached by the parties within sixty (60) days from the date of their submission or within such additional time period as the parties may agree to. The parties understand that Baldwin's plans may not strictly comply with all applicable provisions of the City Zoning Ordinance and that it may be necessary for Baldwin to obtain variances from the City Board of Zoning Appeals or that one or more Zoning Ordinance amendments may be necessary to permit construction of Baldwin's proposed structure. By entering into this Agreement, the City makes no agreement or commitment that any variance will be granted or that any amendment to the Zoning Ordinance will be adopted. If any Ordinance amendment or variance is required, the period within which agreement must be reached on plans and specifications shall be extended from the sixty (60) days above provided for to a total of one hundred twenty (120) days or within such additional time period as the parties may agree to. Plans and specifications sufficient for the issuance of a building permit shall be submitted by Baldwin to the City's Building Official on or before June 8, 1978. If the time limitations set forth in this paragraph are not met, this Agreement shall terminate and both parties shall be relieved of any further rights, duties or liabilities thereunder.

3. Paragraph I. G. is amended to read as follows:

G. The City ^{5E}acknowledges that Federal and State

provided in each housing market area. Therefore, the City agrees it will consider such requirements.

4. A new section, I. H., is added to read as follows:

H. Baldwin House shall not take any steps toward acquiring any interest in or providing any type of housing other than Senior Citizen Housing.

Except as herein modified and amended, the Agreement dated December 6, 1976, is hereby ratified and confirmed.

CITY OF BIRMINGHAM, a Municipal Corporation

Carzen B. King

By Dorothy J. Conrad
Mayor

Judith A. Benn

By Phyllis Armour
Clerk

BALDWIN HOUSE, a Michigan Nonprofit Corporation

Therese H. Aspinwall

By Alice W. Burlingame
Its President

Russ A. Wagner

By L. Spencer Brainerd
Its Secretary

SEVEN, HOWELL, F.

**McCONNELL, GOOGASIAN
& McCANN**

74 WEST LONG LAKE RD., SUITE 1
BLOOMFIELD HILLS, MICH. 48013

(313) 645-9400

- 3 -

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil No. 80 70991

CITY OF BIRMINGHAM, MICHIGAN,

Defendant.

JUDGMENT

JUDGMENT

The court having previously entered a partial judgment on the issue of liability, and the court having afforded the parties a hearing on the issue of remedy,

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED:

1) that the City of Birmingham, its Mayor, each of its Commissioners, the City Manager, all Officers and Employees of the City and all those acting in concert with them who have notice of this injunctive order are hereby permanently restrained from engaging in any conduct that interferes with Baldwin House's efforts to construct low-income family and senior citizen housing within the City of Birmingham;

2) that the City of Birmingham shall forthwith reinstate its contract with Baldwin House, dated December 6, 1976, except that such contract will be amended to provide Baldwin House with the option to purchase within two and one-half years from this date the southern portion of the Baldwin School site; the northern boundary of that parcel of land is the center line of vacated Martin Street; PROVIDED, HOWEVER, that the contract shall specify that Baldwin House may obtain upon its request an automatic extension of that contract for two, six-month periods; PROVIDED FURTHER, that Baldwin House shall obtain additional extensions by petitioning the court for an appropriate order extending the contract

beyond the expiration date of the second six-month extension;
PROVIDED FURTHER, that the contract shall specify that Baldwin House may, at its sole discretion, include some low-income family housing units as a part of any elderly housing complex constructed on the site;

3) that the City of Birmingham and all of its Officials and Employees above named shall take all reasonable affirmative steps to assist Baldwin House in its performance under the contract, including but not limited to assisting Baldwin House with applications filed by Baldwin House to obtain mortgage financing and/or grants for rent subsidies; locating appropriate sites within the City suitable for constructing low-income family housing; locating existing housing suitable for substantial rehabilitation; and granting Baldwin House's reasonable requests for zoning variances; Baldwin House shall be free to provide low-income family housing by substantial rehabilitation of existing housing and by the construction of new, single or multiple unit family housing;

4) that Baldwin House shall at all times remain free to determine, with approval of the court, the number of low-income housing units to be constructed and to determine the ratio of low-income senior citizen units to low-income family units; PROVIDED, HOWEVER, that the ratio of family to elderly housing shall be consistent with the housing needs of those living and working in

the Birmingham area, as determined by any Housing Assistance Plan (HAP) prepared or to be prepared by the City of Birmingham or by Oakland County; PROVIDED FURTHER, that such ratio shall also be consistent with criteria established by the Michigan State Housing Development Authority (MSHDA) and/or the Department of Housing and Urban Development (HUD);

5) that the City of Birmingham shall provide to residents of any housing constructed on the Baldwin School site, reasonable access to the city-owned parking lot located north of the center line of vacated Martin Street; such residents shall be permitted to use the parking lot free of charge to the extent that such use does not interfere with the parking needs of adjacent land owners;

6) that if the contract between Baldwin House and the City is due to expire and Baldwin House has not succeeded in obtaining mortgage financing for construction of low-income family and senior citizen housing and has not obtained a commitment for rent subsidies, Baldwin House shall, through counsel for plaintiff, petition the court for a hearing to determine alternative methods and sources for obtaining such mortgage financing and rent subsidies;

7) that any application filed by Baldwin House with MSHDA and HUD for mortgage financing and rental subsidies shall indicate that the application is being filed pursuant to a judgment entered by the court;

8) that the City of Birmingham shall act expeditiously upon any and all applications filed by Baldwin House for building permits, zoning variances and tax abatements in connection with Baldwin House's efforts to construct low-income family and senior citizen housing within the City of Birmingham;

9) that the City of Birmingham shall cooperate fully with any affirmative marketing campaigns undertaken by Baldwin House designed to induce blacks and members of other minority groups to apply for occupancy in the low-income housing so constructed;

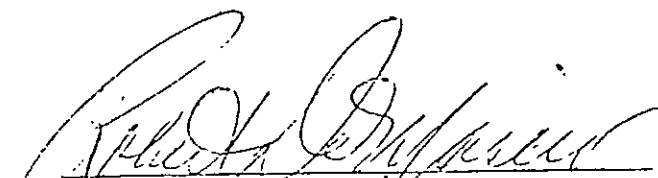
10) that Baldwin House shall, through its housing consultant, file periodic reports (every 120 days) with the court and counsel detailing the progress being made in its effort to construct low-income housing in the City of Birmingham; such reports shall describe any problems and obstacles being encountered in the processing of any application filed to obtain necessary financing and/or in the construction of low-income housing;

11) that the court's jurisdiction in this matter shall be continuing to provide amendments to this Judgment as required

in order to assure that low-income family and senior citizen housing is constructed by Baldwin House in the City of Birmingham.

In all other respects this Judgment shall be final.

Dated at Detroit, Michigan, this 27th day of May 1982.

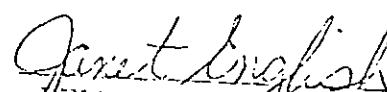

Robert E. DeMascio
United States District Judge

FURTHER TO FIVE (5), ETC. R. CIV. P.
COPIES HAVE BEEN MAILED TO THE FOLLOWING:

Leonard Gilman, U.S. Attorney

William M. Saxton, Esq.

ON May 27, 19 82


DEPUTY COURT CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	CIVIL ACTION NO. 80-70991
	)	
Plaintiff,	)	
	)	HONORABLE ROBERT E. DEMASCIO
v.	)	
	)	
CITY OF BIRMINGHAM, MICHIGAN,	)	ORDER
	)	
Defendant.	)	

On May 27, 1982, this Court entered its Judgment which, among other things, retained continuing jurisdiction to make amendments to the Judgment as required in order to assure that low-income family and senior citizen housing is constructed by Baldwin House in the City of Birmingham.

Plaintiff, Defendant and Baldwin House appeared before this Court at a status conference held on August 26, 1986 to discuss the April 14, 1986 housing development proposal of Baldwin House previously submitted to the Court. That proposal provides, among other things, for development of a low and moderate-income family and senior citizen housing project of 130 units, 100 units for the elderly and 30 units for families. The project is to be developed by a limited partnership to be formed by Baldwin House and North Cranbrook Associates. A subsidy fund for 40% of the units is proposed through the investment of not less than \$500,000 of funds held by the Michigan State Housing Development Authority (Authority) for the account of Hazelcrest Limited Dividend Housing Association. These aspects of the Baldwin House

proposal have received the necessary preliminary approval of the Authority and have been preliminarily accepted by all of the parties. The Court hereby approves the April 14, 1986, proposal submitted by Baldwin House insofar as it details the number of units, ratio of elderly to family units, financing and rent subsidies.

Plaintiff has objected to Baldwin House's description of a proposed affirmative marketing plan for the proposed project outlined in Section 5 of its April 14th document. Baldwin House has indicated its willingness to amend that description so as to provide that the plan "shall be in accordance with all federal and state statutes and shall ensure that the project is marketed in a nondiscriminatory fashion and specifically to insure that minorities are fully informed of these housing opportunities." Section 5 of the proposal, objected to by Plaintiff, shall be so amended.

The Court understands that central to the construction of the development is the plan for providing subsidies to low-income families and individuals through the use of residual receipts from the Hazelcrest project for the term of the proposed mortgage loan, a period of thirty years. It is proposed that those funds would be invested and that the proceeds would be paid or otherwise made available for the Baldwin project to subsidize up to 40% of the units to be occupied by low-income elderly, families or individuals. The proposal has been reviewed by the Authority staff which found it acceptable. Baldwin House and

North Cranbrook Associates believe that the prompt concurrence of the U.S. Department of Housing and Urban Development (HUD) in the use of the Hazelcrest funds would assist in the expeditious development of the project. This Court, recognizing that the availability of these funds is key to the development of this project, urges the full cooperation of HUD in the proposed use of the Hazelcrest funds.

If it is necessary to extend the agreement to purchase the Baldwin School Site between the City of Birmingham and Baldwin House in order to proceed with development of the project as herein provided, the City of Birmingham shall extend said agreement for an additional twelve months beyond the current expiration date.

Except as otherwise provided for herein, the Order and Judgment of this Court dated May 27, 1982, as amended by the Sixth Circuit Court of Appeals on February 8, 1984, is hereby affirmed.

This 6th day of Oct, 1986.

ROBERT E. DEMASCIO

ROBERT E. DEMASCIO
United States District Judge

J. Harrison

ADVISE - def. Specific housing
- CA opinion - enforceable so long as
no discriminatory purpose. but limit

PAGE 1

CLIENT IDENTIFIER: BHAM-USA-JHK
DATE OF REQUEST: 04/28/86
THE CURRENT DATABASE IS CTA

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③ regular not regular
④ BZA regulars.

itation
27 F.2d 560

FOUND DOCUMENT

Database Mode
CTA P

UNITED STATES of America, Plaintiff-Appellee,
v.

CITY OF BIRMINGHAM, MICHIGAN, Defendant-Appellant.

No. 82-1559.

United States Court of Appeals,
Sixth Circuit.

Argued Oct. 7, 1983.

Decided Feb. 8, 1984.

Civil Rights Division of the Department of Justice filed fair housing case charging that city had prevented development of racially integrated low-income senior citizen and family housing by a private corporation, in violation of civil rights statute. The United States District Court for the Eastern District of Michigan, 538 F.Supp. 819, Robert E. DeMascio, J., issued an injunction restraining the city from interfering further with the efforts of the private corporation to construct low-income family and senior citizen housing within the city. City appealed. The Court of Appeals, Harry Phillips, Senior Circuit Judge, held that: (1) findings of fact upon which the district judge based his ultimate conclusion that the city blocked the housing development with a racially discriminatory intent were not based upon hearsay evidence and were not clearly erroneous; (2) district court's conclusion that the city's interference with the housing project was racially motivated in part was not dependent upon the motivation of voters in nonbinding referendum which was held concerning project; (3) evidence was sufficient to support finding that the city acted with a discriminatory intent in blocking the low-income housing proposal; and (4) district court exceeded its remedial authority by enjoining the city from engaging in "any conduct" that interfered with the private corporation's efforts to construct low-income family and senior citizen housing within the city, and therefore, the injunction would be limited to prohibit the city from engaging in any conduct because of race or with discriminatory motive on account of race.

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

Affirmed as modified.

1]

70BK844

FEDERAL COURTS

. Credibility of witnesses in general.

.A.Mich. 1984.

court of Appeals may set aside findings of fact of a district judge sitting without a jury only if findings are "clearly erroneous," and, to do so, the court of Appeals must be left, after reviewing the entire record, with definite and firm conviction that a mistake has been committed, and will defer to district court's determinations with respect to credibility of witnesses. Fed.Rules Civ.Proc.Rule 52(a), 28 U.S.C.A.

.S. v. City of Birmingham, Mich.

27 F.2d 560

1]

70BK850

FEDERAL COURTS

. Clearly erroneous findings of court or jury in general.

.A.Mich. 1984.

court of Appeals may set aside findings of fact of a district judge sitting without a jury only if findings are "clearly erroneous," and, to do so, the court of Appeals must be left, after reviewing the entire record, with definite and firm conviction that a mistake has been committed, and will defer to district court's determinations with respect to credibility of witnesses. Fed.Rules Civ.Proc.Rule 52(a), 28 U.S.C.A.

.S. v. City of Birmingham, Mich.

27 F.2d 560

1]

70BK853

FEDERAL COURTS

. Definite and firm conviction of mistake.

.A.Mich. 1984.

court of Appeals may set aside findings of fact of a district judge sitting without a jury only if findings are "clearly erroneous," and, to do so, the court of Appeals must be left, after reviewing the entire record, with definite and firm conviction that a mistake has been committed, and will defer to district court's determinations with respect to credibility of witnesses. Fed.Rules Civ.Proc.Rule 52(a), 28 U.S.C.A.

.S. v. City of Birmingham, Mich.

27 F.2d 560

2]

3K13.13(3)

CIVIL RIGHTS

. Weight and sufficiency.

.A.Mich. 1984.

a fair housing case filed by Department of Justice, findings of fact upon which district judge based his ultimate conclusion that city blocked senior citizen and low-income housing development with racially discriminatory intent are not based upon hearsay evidence and were not clearly erroneous. Civil Rights Act of 1968, ss 804(a), 817, 42 U.S.C.A. ss 3604(a), 3617; Fed.Rules Civ.Proc.Rule 52(a), 28 U.S.C.A.

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

U.S. v. City of Birmingham, Mich.

27 F.2d 560

[3]

8K13.13(3)

CIVIL RIGHTS

1. Weight and sufficiency.

2.A.Mich. 1984.

In fair housing case filed by Department of Justice which charged that city had prevented development of racially integrated low-income senior citizen and family housing by private corporation in violation of civil rights statute, district court's conclusion that the city's interference with the corporation's plan to construct low-income family housing was racially motivated in part was not dependent upon motivation of voters in nonbinding referendum which was held concerning the proposed housing project; furthermore, evidence, including views expressed by significant number of opponents of the project, and a city commission that knowingly pursued policies that appeased those who expressed bigoted views, was sufficient to support the district court's conclusion.

Civil Rights Act of 1968, ss 804(a), 817, 42 U.S.C.A. ss 3604(a), 3617.

U.S. v. City of Birmingham, Mich.

27 F.2d 560

[4]

8K13.2(2)

CIVIL RIGHTS

1. Public accommodations or facilities.

2.A.Mich. 1984.

Injunction, against city found to have interfered, based partly on racial motivation, with private corporation's plan to construct low-income family housing, prohibiting city from engaging in "any conduct" that interfered with the private corporation's efforts would be limited to prohibit city from engaging in any conduct because of race or with discriminatory motive on account of race. Civil Rights Act of 1968, ss 804(a), 817, 42 U.S.C.A. ss 3604(a), 3617.

U.S. v. City of Birmingham, Mich.

27 F.2d 560

[5]

8K13.16

CIVIL RIGHTS

1. Judgment, relief, and enforcement.

2.A.Mich. 1984.

In fair housing case filed by Department of Justice charging that city had prevented development of racially integrated low-income housing by private corporation in violation of civil rights statute, district court did not abuse its discretion by permitting private corporation to obtain additional extensions of contract for sale of school site owned by city. Civil Rights Act of 1968, ss 804(a), 817, 42 U.S.C.A. ss 3604(a), 3617.

U.S. v. City of Birmingham, Mich.

27 F.2d 560

[6]

70AK2391

FEDERAL CIVIL PROCEDURE

1. In general.

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

D.A.Mich. 1984.

Flexibility is proper in successful shaping and supervision of an equitable decree.

U.S. v. City of Birmingham, Mich.

727 F.2d 560

William M. Saxton, argued, Butzel, Long, Gust, Klein & Van Zile, Detroit, Mich., Dean G. Beier, Beier, Howlett, McConnell, McCann, Bloomfield Hills, Mich., for defendant-appellant.

Leonard R. Gilman, U.S. Atty., Detroit, Mich., William R. Yeomans, argued, Brian Heffernan, Dept. of Justice, Washington, D.C., for plaintiff-appellee.

Before MERRITT, Circuit Judge, PHILLIPS, Senior Circuit Judge, and SPIEGEL, District Judge. [FN*]

FN* The Honorable S. Arthur Spiegel, United States District Judge for the Southern District of Ohio, sitting by designation.

PHILLIPS, Senior Circuit Judge.

This fair housing case was filed by the Civil Rights Division of the Department of Justice against the City of Birmingham, Michigan, charging that the City had prevented the development of racially integrated low-income senior citizen and family housing by Baldwin House, a private corporation, in violation of the Civil Rights Act of 1968 (the Fair Housing Act). 42 U.S.C. ss 3604(a) and 3617. [FN1]

FN1. s 3604. Discrimination in sale or rental of housing
As made applicable by section 3603 of this title and except as exempted by sections 3603(b) and 3607 of this title, it shall be unlawful--

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, or national origin.

s 3617. Interference, coercion, or intimidation; enforcement by civil action

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. This section may be enforced by appropriate civil action.

In an opinion containing comprehensive findings of fact, District Judge Robert J. DeMascio issued an injunction restraining the City from interfering further with the efforts of Baldwin House, a non-profit corporation formed by members of five different Birmingham churches, to construct low-income family and senior citizen housing within the City of Birmingham.

Reference is made to the opinion of the district court, published in 538 F.Supp. 819 (E.D.Mich.1982) for a detailed recitation of pertinent facts. We affirm the judgment of the district court except for one modification in the injunction as hereinafter set forth in part VI of this opinion, infra.

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

I

Birmingham, a suburb of Detroit, Michigan, has a population of approximately 12,000, with a very small minority ratio. According to the 1980 federal census only forty-four (0.2%) of its citizens were black. The City of Birmingham was aware of an acute shortage of senior citizen housing as early as 1969.

Attempting to meet this need, in 1975, after competitive bidding, the City accepted a proposal submitted by Baldwin House by which the City would sell to Baldwin House a recently acquired school site. The proposal called for the construction and management of 156 units (later reduced to 152) of senior citizen housing on the former site of the Baldwin School. Baldwin House proposed to finance construction through the Michigan State Housing Development Authority (MSHDA) and planned to seek tenant rent subsidies under the Section 8 program of the Department of Housing and Urban Development.

The sale required voter approval. At a referendum held April 5, 1976, the voters of the City overwhelmingly approved the sale of the Baldwin School site to Baldwin House. The district court found as follows:

On December 6, 1976, Birmingham entered into an agreement for the sale to Baldwin House of the former Baldwin School site. Paragraph I(G) of the agreement provided:

The City acknowledges that federal and state policy requires that non-elderly government assisted housing as well as assisted elderly housing be provided in each housing market area. Therefore, the City agrees it will consider such existing, rehabilitated and/or new housing as the Michigan State Housing Development Authority and/or U.S. Department of Housing and Urban Development shall reasonably require as a condition of providing financing and assistance to the Baldwin House project.

The agreement gave Baldwin House one year to obtain MSHDA financing. Thus, prior to signing the agreement, the City Commission knew that MSHDA would require some "family housing" as a condition for financing the construction of senior-citizen housing. City officials also knew that MSHDA would probably require some new construction of family housing.

On February 25, 1977, Baldwin House submitted its first request to MSHDA for financing the construction of family housing (50 units on one site with a possible additional 10 units on a second site). In March 1977, less than 90 days after the City signed its agreement with Baldwin House, MSHDA officials informed Mr. Watchowski, the City Grant Administrator, that, as part of its newly announced balanced housing policy, MSHDA would require one unit of low-income family housing for every two units of senior-citizen housing as a condition for financing construction of senior-citizen housing.

538 F.Supp. at 822 (footnotes omitted).

After numerous developments described in detail in the district court's opinion, 538 F.Supp. at 822 to 824, the district court found that "Soon after the public had been advised that Baldwin House intended to construct low-income family housing, opposition began to surface. Most of the opposition to the proposal centered on fears that family housing might introduce 'harmful elements' into Birmingham." 538 F.Supp. at 824. Opposition to low-income housing was expressed at meetings of the City Commission. Flyers were distributed throughout the City, vigorously attacking the Baldwin House plan. The district court found that "[r]esidents who opposed the Baldwin House proposal attended every Commission meeting between November 1977 and April 1978"; and that they expressed concern about "those people" coming to

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

Birmingham. Id. The court concluded: "We find that when the group led by Nancy Elby referred to 'those people,' they were referring to black people." Id. The court found that the City Commission took action that supported opponents of the Baldwin House proposal by agreeing to defer a final vote on extending the Baldwin House contract and by adding several amendments to the proposed contract that made it impossible for Baldwin House to continue its negotiations successfully with MSHDA. Id. at 825.

An advisory referendum on the Baldwin House proposal was held on April 3, 1978, when three of the seven members of the City Commission stood for reelection. The Baldwin House proposal and the three incumbent Commissioners were defeated. Three candidates opposing the proposal were elected. The district court found:

The City's interference with the Baldwin House proposal culminated when on May 8, 1978 ... the three remaining Commissioners who supported the Baldwin House proposal were recalled from office. This newly composed Commission never took any action to repair the damage its practices and policies had done to the negotiations between MSHDA and Baldwin House. Even though the new Commission was aware that Baldwin House wanted its contract extended at least until September 1978, it took no action. It would have served no purpose for Baldwin House to again request an extension; it knew it had no support on the new Commission. A city that had actively interfered with the Baldwin House/MSHDA negotiations could now preclude construction of racially integrated family housing in Birmingham by simply doing nothing.

538 F.Supp. at 826.

The district court held that "the City's interference with the Baldwin House plan to construct low-income housing was, in fact, racially motivated." Id. Judge DeMascio then articulated seven specific factors in support of his conclusion. These seven factors are set forth in the quotation in Part IV of this opinion, *infra*.

We find the conclusion of the district court on these seven factors to be supported by the record. Reference is made to the findings of fact of the district court for comprehensive details of evidence supporting the court's conclusion on these seven factors.

II

The City urges reversal of the judgment of the district court on the following grounds:

- (1) The findings of fact upon which the district judge based his ultimate conclusion that the City blocked the Baldwin House development with a racially discriminatory intent is based upon hearsay evidence and are clearly erroneous;
- (2) That the district court unlawfully inquired into the motives of voters who participated in the April 3, 1978 advisory referendum on the sale of the Baldwin school site to the Baldwin House group;
- (3) That the district court erred in holding that the City acted with a discriminatory intent is erroneous and contrary to law; and
- (4) That the remedy prescribed by the district court is not limited to the nature of the violation found.

We address each of these contentions in turn.

III

[1] This court may set aside findings of fact of a district judge sitting without a jury only if the findings are "clearly erroneous." Fed.R.Civ.P. 52(a). To set aside such findings of fact, we must be left, after reviewing DPR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

the entire record, "with the definite and firm conviction that a mistake has been committed." *United States v. United States Gypsum Co.*, 333 U.S. 364, 395, 68 S.Ct. 525, 541, 92 L.Ed. 746 (1948), reh'g denied 333 U.S. 869, 68 S.Ct. 588, 92 L.Ed. 1147 (1948). In making a decision as to whether a mistake has occurred, this court defers to the district court's determinations with respect to the credibility of witnesses. "Findings as to the design, motive and intent with which men act depend peculiarly upon the credit given to witnesses by those who see and hear them." *United States v. Yellow Cab Co.*, 338 U.S. 338, 64-1, 70 S.Ct. 177, 179, 94 L.Ed. 150 (1949).

[2] In a recent case also involving racial motivation of public officials in withdrawing support for a low-income housing project, *Smith v. Town of Clarkton*, 682 F.2d 1055, 1064-1065 (1982), the Fourth Circuit wrote:

Municipal officials acting in their official capacities seldom, if ever, announce on the record that they are pursuing a particular course of action because of their desire to discriminate against a racial minority. Even individuals acting from invidious motivations realize the unattractiveness of their prejudices when faced with their perpetuation in the public record. It is only in private conversation, with individuals assumed to share their bigotry, that open statements of discrimination are made, so it is rare that these statements can be captured for purposes of proving racial discrimination in a case such as this. The trial court, in making findings of fact, was faced with the same problems confronting trial courts everywhere sitting as finders of fact in cases involving racial discrimination.

We conclude that the city's contentions that the findings of the district court are based upon hearsay testimony and are "clearly erroneous" are without merit.

IV

[3] The City also contends the district court erred by examining the motivation of voters who opposed the Baldwin House proposal in the nonbinding referendum held April 3, 1978. We do not read the opinion of the district court as dependent upon the motivation of voters in this referendum for its decision. The facts enumerated by the district judge in support of his conclusion that the City interfered with the Baldwin House plan were the following:

We conclude that the City's interference with the Baldwin House plan to construct low-income family housing was, in part, racially motivated. Among the facts that lead us to this conclusion are the views expressed by a significant number of opponents of Baldwin House (uttered both on the public record and within the hearing of those who testified at trial); a Commission that knowingly pursued policies that appeased those who expressed these bigoted views; the opinion testimony of supporters of Baldwin House describing the motivation of their opposition; the unusual sequence of events leading to the contract amendments and the Commission's decision not to extend its contract with Baldwin House; the decision to conduct an advisory referendum on the Baldwin House proposal; the extreme hostility and persistence displayed by opponents of Baldwin House in their efforts to defeat its proposal; the defeat of three commissioners at the April 3, 1978 election and the subsequent recall of the remaining three commissioners who favored the Baldwin House proposal; and the fact that Birmingham was and still is a virtually all-white community despite its longstanding open-housing ordinance.

538 F.Supp. at 826.

PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

Racial motivation of voters in the referendum is not articulated in this paragraph as one of the critical factors. The court stated the basic issue in the case to be "whether the city's interference with the Baldwin House/MSHDA negotiations was racially motivated," 538 F.Supp. at 830; and, notwithstanding any racially discriminatory motives on the part of voters, the court found that numerous actions of city officials which restricted and finally terminated those negotiations were based on racially discriminatory considerations. This statement of the issue is not erroneous and the district court's findings on this issue are not clearly erroneous. We affirm the District Court's decision on this basis and on the basis of the seven factors enumerated in the above-quoted paragraph. We therefore do not find it necessary in this opinion to pass upon the issue of whether a district court may make a judicial examination of the motivation of voters in an advisory referendum election.

V

We further conclude that the district court did not err in holding that the City acted with discriminatory intent in blocking the Baldwin House proposal. *Village of Arlington Heights v. Metropolitan Housing Development Corp.*, 429 U.S. 252, 97 S.Ct. 555, 50 L.Ed.2d 450 (1977) sets forth the standards against which official conduct may be weighed in attempting to determine whether that conduct was motivated by a discriminatory purpose. "[O]fficial action will not be held unconstitutional solely because it results in a racially disproportionate impact. 'Disproportionate impact is not irrelevant, but it is not the sole touchstone of invidious racial discrimination.'" 429 U.S. at 265, 97 S.Ct. at 563, quoting *Washington v. Davis*, 426 U.S. 229, 96 S.Ct. 2040, 48 L.Ed.2d 597 (1976). (emphasis added). The Court in *Arlington Heights* went on to say:

Davis does not require a plaintiff to prove that the challenged action rested solely on racially discriminatory purposes. Rarely can it be said that a legislature or administrative body operating under a broad mandate made a decision motivated solely by a single concern, or even that a particular purpose was the "dominant" or "primary" one. In fact, it is because legislators and administrators are properly concerned with balancing numerous competing considerations that courts refrain from reviewing the merits of their decisions, absent a showing of arbitrariness or irrationality. But racial discrimination is not just another competing consideration. When there is a proof that a discriminatory purpose has been a motivating factor in the decision, this judicial deference is no longer justified.

Determining whether invidious discriminatory purpose was a motivating factor demands a sensitive inquiry into such circumstantial and direct evidence of intent as may be available.

429 U.S. at 265-66, 97 S.Ct. at 563-564. (footnotes omitted).

To assist courts in this inquiry, the Supreme Court has identified objective factors that may be probative of racially discriminatory intent: (1) the racial impact of an official action; (2) the historical background of the decision; (3) the sequence of events leading up to the challenged decision, including departures from normal procedures and usual substantive norms; and (4) the legislative or administrative history of the decision. *Arlington Heights*, supra, 429 U.S. at 266-267, 97 S.Ct. at 563-564. No single factor may be dispositive of this decision. In the present case we conclude that the district court did not err in deciding that the totality of circumstances establishes that the City of Birmingham blocked development of Baldwin House PR. (C) WEST 1986 NO CLAIM TO ORIG. U.S. GOVT. WORKS

2023 RENT SCHEDULE FOR MSHDA AND SECTION 8 PROGRAMS

Development	BALDWIN HOUSE	
MSHDA #	899	
County	Oakland	
MSHDA Asset Mgr.	Tera Poag	
# Family Units	26	
# Elderly Units	105	Section 8 - ACC Units
Total Units	131	

Program	70/30
Management Co.	BALDWIN HOUSE MANAGEMENT LLC
Non Section 8 Rent Effective Date	January 1, 2023
Section 8 Contract Rent Effective Date	
Section 8 HUD Project #	
HAP Anniversary Date (Section 8 only)	
HAP Contract Expiration Date (Section 8 only)	
HAP Anniversary Date (PBV only)	
Last Contract Rent Adj Date (PBV only)	
Rent Restriction (based on # in household)	No
Rent Restriction (based on 1.5 per bdrm)	Yes

Funding Sources	YES/NO	Expiration Date	RAD/ PB	TOTAL	
MSHDA	YES	1/1/25	Vouchers	0 BR	
Tax Credits	YES	7/16/05		1 BR	
HOME				2 BR	
1602				3 BR	
TCAP				4 BR	

[illegible]



MEMORANDUM

Clerk's Office

DATE: August 16, 2024

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: An ordinance to amend Chapter 26.-Business, Article III.
Initial Merchants

INTRODUCTION:

Initial Merchants currently regulates merchants by requiring merchant licenses, but Chapter 26, Article III offers limited direction for temporary sales such as estate sales and auctions. The Clerk's office has observed a pattern of difficulty with auction and estate sales permit applications. The proposed ordinance amendment clarifies the definition of merchant to include residential auctions and estate sales and more clearly outlines the application deadlines which will better serve the public.

BACKGROUND:

Chapter 26.-Business, Article III – Initial Merchants covers licensing requirements and qualifications for organizations looking to operate in the City. This portion of the City Code goes into expansive details which mostly pertain to permanent businesses with fixed locations. There is currently limited direction for organizations operating in the City running temporary sales at different locations. This proposed amendment was drafted to include details and procedures regarding these short term auction/estate sales, which makes for a more effective and transparent application and licensing process.

LEGAL REVIEW:

The City Attorney has reviewed this memo and prepared the ordinance amendment.

FISCAL IMPACT:

N/A.

SUSTAINABILITY:

N/A.

DESIGN CONSIDERATIONS:

N/A.

PUBLIC COMMUNICATIONS:

If adopted, applications (paper and electronic) will be updated, a notice will be posted in the Oakland Free Press, and the updated ordinance will be sent to Municode for posting in the online index.

SUMMARY:

The Clerk's office requests that the City Commission consider an ordinance amendment to Chapter 26.-Business, Article III – Initial Merchants, as presented.

ATTACHMENTS:

- Proposed redline ordinance amendment
- Proposed ordinance language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend part II, Chapter 26.-Business, Article III.-Initial Merchants, sections 71, 73, 86, and 89.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II, CHAPTER 26. - BUSINESSES, ARTICLE III. – INITIAL MERCHANTS

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 26. – Businesses, Article III. – Initial Merchants, shall read as follows:

ARTICLE III. INITIAL MERCHANTS

DIVISION 1. GENERALLY

Sec. 26-71. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Merchant means any person who engages in or conducts a business of selling goods, wares and merchandise and who for the purpose of carrying on such business uses, leases or occupies either in whole or in part, a room, building, structure, or vacant property for the exhibition and sale of such goods, wares and merchandise, and includes auction and estate sales conducted in a specific residential property.

Sec. 26-72. Exceptions.

The provisions of this article shall not apply to:

- (1) Commercial travelers making sales to dealers or selling agents in the usual course of business for resale;
- (2) Persons making bona fide sales of goods, wares and merchandise for future delivery;
- (3) Canvassers or peddlers;
- (4) Persons making sales from licensed wagons or stands;
- (5) Societies making sales for charitable, religious or public purposes;
- (6) A producer of agricultural products making sales of the products grown by the producer himself; nor

- (7) Sales made by persons or organizations where such sale is sponsored and supervised by an organization conducted for charitable, religious or public purposes, provided that such sale does not extend over a period of more than six consecutive days.

Sec. 26-73. Sanitation, construction requirements.

No license shall be granted to open or operate a mercantile business, residential auction or estate sale, on any premises unless such premises is provided with a building having water and sewer connections and adequate toilet facilities. Such buildings and appurtenances shall be in compliance with all applicable regulations, provisions of this Code and statutes of the state.

Sec. 26-74. Other licenses and requirements.

Nothing in this article shall be deemed to relieve any licensee from complying with all other requirements of this Code pertaining to the operation of the licensed business including the payment of any license fee or the filing of any bond required as a condition to the operation of such business.

Secs. 26-75—26-85. Reserved.

DIVISION 2. LICENSE

Sec. 26-86. Required.

Every merchant, residential auction or estate sale, before opening and/or operating a mercantile establishment or sale in the city or before advertising or exposing his goods, wares or merchandise for sale, shall procure from the city clerk an initial merchant's license. The application must be submitted no less than five (5) business days prior to any sale. No sale shall occur without an issued license.

Sec. 26-87. Branch places of business.

Persons who own or operate established mercantile businesses in the city and mercantile businesses licensed under the provisions of this article and who shall desire to open and operate branch stores or branch places of business of such established and licensed mercantile businesses shall first make application for branch licenses for branch stores or branch places of business to the city clerk before opening or operating same.

Sec. 26-88. Christmas tree sales.

Any school, church or other nonprofit organization, or any merchant whose name does not appear on the personal property tax roll of the city, desiring to engage in the business of selling Christmas trees shall, before engaging in such business, be required to secure a license under this article.

Sec. 26-89. Application.

Application for an initial merchant's license shall be in writing and shall contain a statement under oath containing the facts relating to the character of the business which the applicant desires to transact and the place where such business shall be conducted, including a true statement of the names and addresses of the persons from whom goods, wares or merchandise were last taken, the names and addresses of the owners or persons in whose interest such business is conducted, the places and dates where such applicant for the preceding 18 months has been engaged in business, stating the nature and character of such business, and all details necessary to exactly locate and identify all goods, wares and merchandise so to be sold. In case the business to be conducted is a food establishment or any establishment for which an annual license is required under other provisions of the Code, the applicant shall also file his application for such annual license. Applications for residential auctions or estate sales must be submitted on the form provided at the Clerk's office.

Sec. 26-90. Transfer.

All licenses issued under this article shall be transferable from one location to another in the city. Applications for all such transfers of location shall be made in writing to the city clerk and shall contain a statement of the new location of such business. Upon the sale of a licensed mercantile business in the city, the license therefor may be transferred from the seller to the purchaser of such business. Application for transfer of a license from seller to purchaser shall be made in writing to the city clerk and shall contain a statement, under oath, of the names and addresses of the owners or persons in whose interest such business is conducted, the places where such applicant for the preceding 18 months has been engaged in business and the nature and character of such business.

Secs. 26-91—26-110. Reserved.

All other Sections of Chapter 26. – BUSINESSES, shall remain unaffected.

Ordained this ____ day of _____, 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 _____ and that a summary was published _____, 2024.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

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Secs. 26-91—26-110. Reserved.

All other Sections of Chapter 26. – BUSINESSES, shall remain unaffected.

Ordained this _____ day of _____, 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 _____ and that a summary was published _____, 2024.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Engineering Department

DATE: August 20, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2024 Concrete Sidewalk Repair Program
Contract #1-24 (SW) Award

INTRODUCTION:

The Engineering Department opened bids for the 2024 Concrete Sidewalk Repair Program Contract #1-24 (SW) on August 1, 2024. Four (4) bids were received for consideration, and the Engineering Department recommends awarding this contract to Italia Construction, Inc.

BACKGROUND:

The 2024 Concrete Sidewalk Repair Program Contract #1-24 (SW) is focused this year on Residential Area 7 of the City's Sidewalk Repair Program and Downtown Area 1A. The Residential Area 7 generally extends from the Rouge River east to Adams Road, and Maple Road north to the City limits. Downtown Area 1A lies north of Maple Road and west of N. Old Woodward within the downtown district. This program also includes the installation of concrete pads for three new bus shelters and eleven new bike rack areas, sidewalk replacements at Shain Park, parking lot repairs at Fire Station 1, and scattered sidewalk, alley, and concrete street patches throughout the City.

Bids were opened on August 1, 2024, with four (4) bids received as listed in the attached summary. The low bidder was Italia Construction, Inc. with a bid of \$611,055.85. Italia Construction, Inc. has worked on the City's annual Sidewalk Repair Program in the past. Most recently in 2019. The Engineering Department is confident that they are fully qualified to perform the type of work included in the 2024 Concrete Sidewalk Repair Program. As required for all of the City's construction projects, Italia Construction, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide signed contracts, bonds, and insurance required following the award by the City Commission.

LEGAL REVIEW:

The City's standard RFP and contract language was used for bidding this project which the City Attorney has reviewed and approved. The City Attorney has no objections to the suggested Commission Action.

FISCAL IMPACT:

This program is budgeted for in the 2024/2025 budget across the General Sidewalk, Major Street Fund, Local Street Fund, and Alley Fund. The total construction cost of the program is estimated to be \$872,161.44 which includes Italia Construction's bid in the amount of \$611,055.85, a 10% construction contingency, and \$200,000.00 for random concrete panel repairs throughout the City at the Engineering Department's discretion. The project will be funded by the following accounts:

Fund Account	Fund ID Number	Project Award	10% Contingencies	Additional Random Repairs	Total
General Sidewalk	101.0-444.001-981.0100	\$306,696.85	\$30,669.69		\$337,366.54
Major Street Fund	202.0-449.001-981.0100	\$20,703.16	\$2,070.32		\$22,773.48
Local Street Fund	203.0-449.001-981.0100	\$247,292.84	\$24,729.38	\$200,000.00	\$472,022.12
Alley Fund	101.0-523.000-981.0100	\$36,363.00	\$3,636.30		\$39,999.30
Total Construction Costs		\$611,055.85	\$61,105.59	\$200,000.00	\$872,161.44

SUSTAINABILITY:

Preventative maintenance on paved surfaces prolongs their life rather than using the energy, material, and finances to fully replace them more often.

DESIGN CONSIDERATIONS:

ADA requirements are incorporated into the project.

PUBLIC COMMUNICATIONS:

Communication with the residents and businesses in the project areas will include the project announcement and start date.

SUMMARY:

The Engineering Department recommends the 2024 Concrete Sidewalk Repair Program #1-24 (SW) be awarded to Italia Construction, Inc.

ATTACHMENTS:

- Project Area Map
- Bid Summary
- Contract

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to award the 2024 Concrete Sidewalk Repair Program #1-24 (SW) to Italia Construction, Inc. in the amount of \$611,055.85 and a 10% construction contingency, and \$200,000.00 for random concrete panel repairs throughout the City at the Engineering Department discretion for a total of \$872,161.44. In addition, authorize the Mayor and the City Clerk to sign the agreement on behalf of the City after the review of Italia Construction, Inc.'s insurance and bond, contingent upon execution of the agreement and meeting all insurance and bonding requirements. Funding for this project has been budgeted in the following accounts:

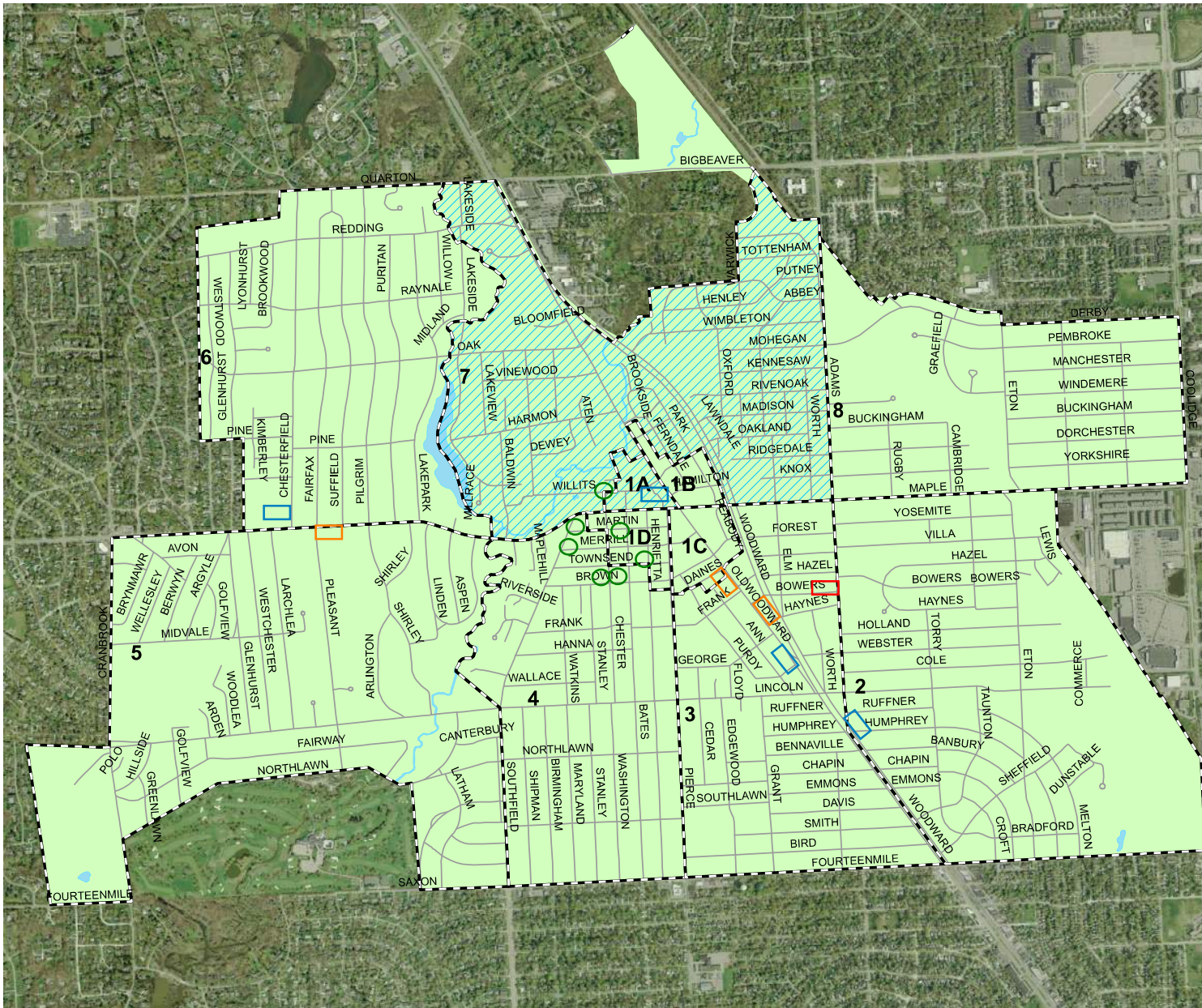
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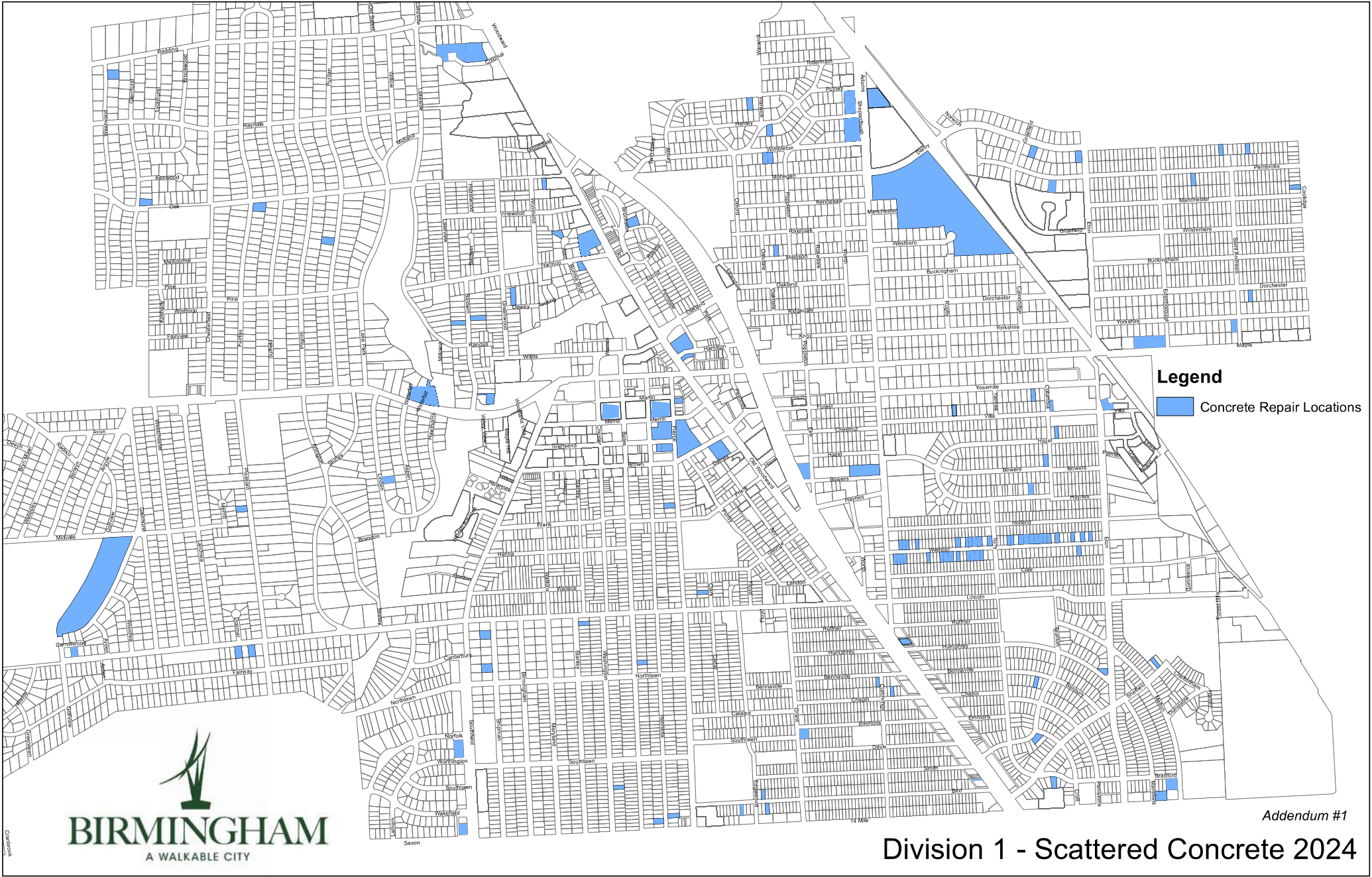


2024 Concrete Sidewalk Program 1-24(SW)

Legend

-  2024 Sidewalk Program Areas
-  Sidewalk Program Districts
-  ADA Ramp Locations
-  Bus Shelter Locations
-  Fire Station
-  Alley Repairs





BID TABULATION
CITY OF BIRMINGHAM
2024 CONCRETE SIDEWALK PROGRAM
CONTRACT #1-24(SW)

Bids Due: August 1, 2024

Italia Construction, Inc.
57151 Deer Creek Court
Washington, MI 48094

JB Contractors, Inc.
2933 Military
Detroit, MI 48209

Holsbeke Construction
239 N. River Rd
Mt. Clemens, MI 48043

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1 WORK ITEMS - SCATTERED CONCRETE REPAIRS								
1. Remove & Replace Concrete Curb & Gutter Match Existing Section	150	LF	\$ 53.00	\$ 7,950.00	\$ 48.00	\$ 7,200.00	\$ 57.75	\$ 8,662.50
2. Remove & Replace 4" Concrete Sidewalk	8,360	SF	\$ 7.33	\$ 61,278.80	\$ 9.00	\$ 75,240.00	\$ 10.50	\$ 87,780.00
3. Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach	2,090	SF	\$ 8.83	\$ 18,454.70	\$ 10.60	\$ 22,154.00	\$ 12.60	\$ 26,334.00
4. Earth Excavation	130	CYD	\$ 13.00	\$ 1,690.00	\$ 56.00	\$ 7,280.00	\$ 12.60	\$ 1,638.00
5. Remove & Replace 4" Exposed Aggregate Sidewalk	390	SF	\$ 19.00	\$ 7,410.00	\$ 14.35	\$ 5,596.50	\$ 15.75	\$ 6,142.50
6. 7" Concrete Pavement Repair - MDOT Type P1 Concrete	505	SYD	\$ 90.00	\$ 45,450.00	\$ 82.00	\$ 41,410.00	\$ 105.00	\$ 53,025.00
7. Subgrade Undercutting, 8" Limestone, MDOT 21AA	200	STD	\$ 29.00	\$ 5,800.00	\$ 20.35	\$ 4,070.00	\$ 73.50	\$ 14,700.00
8. Sidewalk Ramp Detectable Warning Plates	50	SF	\$ 63.00	\$ 3,150.00	\$ 56.25	\$ 2,812.50	\$ 89.25	\$ 4,462.50
9. Sawcutting	1,275	LF	\$ 3.00	\$ 3,825.00	\$ 4.30	\$ 5,482.50	\$ 3.15	\$ 4,016.25
10. Sawcutting for Curbs	140	LF	\$ 9.00	\$ 1,260.00	\$ 4.30	\$ 602.00	\$ 15.75	\$ 2,205.00
11. Utility Structure Cover Adjustments	5	EA	\$ 450.00	\$ 2,250.00	\$ 250.00	\$ 1,250.00	\$ 787.50	\$ 3,937.50
12. Restoration, 3" Topsoil, Seed & Mulch	915	SF	\$ 9.00	\$ 8,235.00	\$ 6.00	\$ 5,490.00	\$ 5.25	\$ 4,803.75
13. Traffic Control/Major Street Lane Closure	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,250.00	\$ 5,250.00
SUBTOTAL - DIVISION 1 SCATTERED CONCRETE REPAIRS				\$ 175,753.50		\$ 180,587.50		\$ 222,957.00
DIVISION 2 WORK ITEMS - AREA 7								
14. Remove & Replace Concrete Curb or Curb & Gutter	50	LF	\$ 53.00	\$ 2,650.00	\$ 47.70	\$ 2,385.00	\$ 57.50	\$ 2,875.00
15. Remove & Replace 4" Concrete Sidewalk	7,000	SF	\$ 7.33	\$ 51,310.00	\$ 8.90	\$ 62,300.00	\$ 10.50	\$ 73,500.00
16. Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach	1,000	SF	\$ 8.83	\$ 8,830.00	\$ 10.50	\$ 10,500.00	\$ 12.60	\$ 12,600.00
17. Sawcutting for Curbs	50	LF	\$ 9.00	\$ 450.00	\$ 4.30	\$ 215.00	\$ 15.75	\$ 787.50
18. Salvage Brick Pavers/Salvage and Reinstall Brick Pavers	50	EA	\$ 9.00	\$ 450.00	\$ 5.00	\$ 250.00	\$ 31.50	\$ 1,575.00
SUBTOTAL - DIVISION 2 AREA 7				\$ 63,690.00		\$ 75,650.00		\$ 91,337.50

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CONTRACT #1-24(SW)

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Detroit, MI 48209

Holsbeke Construction
239 N. River Rd
Mt. Clemens, MI 48043

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 3 WORK ITEM - AREA 1A								
19. Earth Excavation	10	CYD	\$ 29.00	\$ 290.00	\$ 60.00	\$ 600.00	\$ 12.60	\$ 126.00
20. Remove & Replace 4" Concrete Sidewalk	760	SF	\$ 7.33	\$ 5,570.80	\$ 9.00	\$ 6,840.00	\$ 10.60	\$ 8,056.00 *
21. Remove & Replace 6" Concrete Sidewalk/Ramp	95	SF	\$ 8.83	\$ 838.85	\$ 10.60	\$ 1,007.00	\$ 10.50	\$ 997.50
22. Remove & Replace 4" Exposed Aggregate Sidewalk	240	SF	\$ 19.00	\$ 4,560.00	\$ 14.50	\$ 3,480.00	\$ 15.75	\$ 3,780.00
23. Remove & Replace 6" Exposed Aggregate Sidewalk	5	SF	\$ 27.00	\$ 135.00	\$ 16.00	\$ 80.00	\$ 21.00	\$ 105.00
24. Remove & Replace Concrete Curb or Curb & Gutter	35	LF	\$ 53.00	\$ 1,855.00	\$ 50.00	\$ 1,750.00	\$ 57.75	\$ 2,021.25
25. Sawcutting for Curbs	35	LF	\$ 9.00	\$ 315.00	\$ 4.30	\$ 150.50	\$ 15.75	\$ 551.25
26. Salvage Brick Pavers/Salvage and Reinstall Brick Pavers	50	EA	\$ 9.00	\$ 450.00	\$ 5.00	\$ 250.00	\$ 31.50	\$ 1,575.00
27. Install Exposed Aggregate Concrete Sealer	10,225	SF	\$ 5.00	\$ 51,125.00	\$ 1.60	\$ 16,360.00 *	\$ 2.10	\$ 21,472.50
28. Caulk Joint Repair	5,505	LF	\$ 9.00	\$ 49,545.00	\$ 5.20	\$ 28,626.00	\$ 5.25	\$ 28,901.25
SUBTOTAL - DIVISION 3 AREA 1A				\$ 114,684.65		\$ 59,143.50		\$ 67,585.75 *
DIVISION 4 WORK ITEMS - ADA RAMPS								
29. Earth Excavation	150	CYD	\$ 29.00	\$ 4,350.00	\$ 55.00	\$ 8,250.00	\$ 12.60	\$ 1,890.00
30. Subgrade Undercutting, 8 inch Limestone, MDOT 21AA	20	SYD	\$ 33.00	\$ 660.00	\$ 20.35	\$ 407.00	\$ 73.50	\$ 1,470.00
31. Remove & Replace Concrete Curb or Curb & Gutter	100	LF	\$ 53.00	\$ 5,300.00	\$ 48.00	\$ 4,800.00	\$ 57.75	\$ 5,775.00
32. Remove & Replace 4" Concrete Sidewalk	1,900	SF	\$ 7.33	\$ 13,927.00	\$ 9.00	\$ 17,100.00	\$ 10.50	\$ 19,950.00
33. Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach	500	SF	\$ 8.83	\$ 4,415.00	\$ 10.60	\$ 5,300.00 *	\$ 12.60	\$ 6,300.00
34. 9" Concrete Pavement Repair - MDOT Type P-NC Concrete	225	SYD	\$ 99.00	\$ 22,275.00	\$ 150.00	\$ 33,750.00	\$ 131.25	\$ 29,531.25
35. 4" Exposed Aggregate Sidewalk	100	SF	\$ 19.00	\$ 1,900.00	\$ 14.50	\$ 1,450.00	\$ 15.75	\$ 1,575.00
36. Sidewalk Ramp Detectable Warning Plates	140	SF	\$ 63.00	\$ 8,820.00	\$ 56.25	\$ 7,875.00	\$ 89.25	\$ 12,495.00
37. Utility Structure Cover Adjustment	3	EA	\$ 450.00	\$ 1,350.00	\$ 250.00	\$ 750.00	\$ 787.50	\$ 2,362.50
38. Sawcutting for Curbs	100	LF	\$ 9.00	\$ 900.00	\$ 4.30	\$ 430.00	\$ 15.75	\$ 1,575.00
39. Restoration, 3" Topsoil, Seed & Mulch	750	SF	\$ 9.00	\$ 6,750.00	\$ 6.00	\$ 4,500.00	\$ 5.25	\$ 3,937.50
SUBTOTAL - DIVISION 4 ADA RAMPS				\$ 70,647.00		\$ 84,612.00		\$ 86,861.25

BID TABULATION
CITY OF BIRMINGHAM
2024 CONCRETE SIDEWALK PROGRAM
CONTRACT #1-24(SW)

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Washington, MI 48094

JB Contractors, Inc.
2933 Military
Detroit, MI 48209

Holsbeke Construction
239 N. River Rd
Mt. Clemens, MI 48043

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 5 WORK ITEMS - BUS SHELTERS								
40. Remove 4" Concrete Sidewalk	270	SF	\$ 3.00	\$ 810.00	\$ 11.30	\$ 3,051.00	\$ 10.50	\$ 2,835.00
41. 10" Thick, Rectangular Reinforced Concrete Bus Shelter Pad	270	SF	\$ 13.00	\$ 3,510.00	\$ 42.00	\$ 11,340.00	\$ 26.25	\$ 7,087.50
42. Restoration, 3" Topsoil, Seed & Mulch	60	SF	\$ 9.00	\$ 540.00	\$ 6.00	\$ 360.00	\$ 5.25	\$ 315.00
SUBTOTAL - DIVISION 5 BUS SHELTERS				\$ 4,860.00		\$ 14,751.00		\$ 10,237.50
DIVISION 6 WORK ITEMS - FIRE STATION								
43. Remove & Replace 4" Concrete Sidewalk	250	SF	\$ 7.33	\$ 1,832.50	\$ 10.00	\$ 2,500.00	\$ 10.50	\$ 2,625.00
44. Remove & Replace 6" Concrete Sidewalk/Ramp	200	SF	\$ 8.83	\$ 1,766.00	\$ 11.50	\$ 2,300.00	\$ 12.60	\$ 2,520.00
45. 9" Concrete Pavement Repair - MDOT Type P1 Concrete	250	SYD	\$ 99.00	\$ 24,750.00	\$ 125.00	\$ 31,250.00	\$ 131.25	\$ 32,812.50
SUBTOTAL - DIVISION 6 FIRE STATION				\$ 28,348.50		\$ 36,050.00		\$ 37,957.50
DIVISION 7 WORK ITEMS - ALLEYS								
46. 9" MDOT 17A Exposed Aggregate	130	SYD	\$ 139.00	\$ 18,070.00	\$ 140.00	\$ 18,200.00	\$ 262.50	\$ 34,125.00
47. 9" Concrete Pavement Repair - MDOT Type P1 Concrete	305	SYD	\$ 99.00	\$ 30,195.00	\$ 125.00	\$ 38,125.00	\$ 131.50	\$ 40,107.50 *
48. 9" Concrete Pavement Repair - MDOT Type P-NC Concrete	305	SYD	\$ 99.00	\$ 30,195.00	\$ 150.00	\$ 45,750.00	\$ 131.50	\$ 40,107.50 *
SUBTOTAL - DIVISION 7 ALLEYS				\$ 78,460.00		\$ 102,075.00		\$ 114,340.00 *
DIVISION 8 WORK ITEMS - BIKE RACKS								
49. Earth Excavation	20	CYD	\$ 23.00	\$ 460.00	\$ 60.00	\$ 1,200.00	\$ 12.60	\$ 252.00
50. 4" Concrete Bike Pad	540	SF	\$ 7.99	\$ 4,314.60	\$ 8.00	\$ 4,320.00	\$ 10.50	\$ 5,670.00
SUBTOTAL - DIVISION 8 WORK ITEMS - BIKE RACKS				\$ 4,774.60		\$ 5,520.00		\$ 5,922.00
DIVISION 9 WORK ITEMS - SHAIN PARK								
51. Remove & Replace 6" Concrete Sidewalk	1,720	SF	\$ 8.83	\$ 15,187.60	\$ 10.00	\$ 17,200.00	\$ 12.60	\$ 21,672.00
SUBTOTAL - DIVISION 9 SHAIN PARK				\$ 15,187.60		\$ 17,200.00		\$ 21,672.00

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Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 10 WORK ITEMS - GENERAL								
52. Handpatching, HMA 13A, Varying Thickness	50	TONS	\$ 385.00	\$ 19,250.00	\$ 372.00	\$ 18,600.00	\$ 262.50	\$ 13,125.00
53. Bituminous Mixture No. 13A Wearing Course, Varying Thickness	50	TONS	\$ 435.00	\$ 21,750.00	\$ 372.00	\$ 18,600.00	\$ 262.50	\$ 13,125.00
54. Inspector Crew Days	\$650.00	DAYS	21	\$ 13,650.00	40	\$ 26,000.00	42	\$ 27,300.00
SUBTOTAL - DIVISION 10 GENERAL				\$ 54,650.00		\$ 63,200.00		\$ 53,550.00
TOTAL BID				\$ 611,055.85		\$ 638,789.00		\$ 712,420.50 *
Additional Bids:								
Great Lakes Contracting Solutions, LLC				\$ 863,590.00	*			

Corrected By Engineer*

2024 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #1-24 (SW)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

Contractor's Name: Italia Construction Inc Copy #

2024 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #1-24(SW)
INDEX

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Supplemental Information:

- Division 1: Scattered Concrete Repair Map (1 Page)
- Division 1: Scattered Concrete Repair List (3 Pages)
- Division 2 & 3: 2024 Sidewalk Program Area 1A and District 7 Maps (1 Page)
- Division 2: 4 & 6 inch Concrete Sidewalk and Curb or Curb & Gutter Repair List (4 Pages)
- Division 3: Downtown Area 1A Repair List (2 Pages)
- Division 4: ADA Ramps – Construction Plan Sheets (2 Pages)
 - Curb and Gutter Cross-Section Detail (2 Pages)
- Division 5: Bus Shelter Locations (3 Pages)

Division 5: Bus Shelter Pad – Standard Detail (1 Page)

Division 6: Fire Station Construction Plan (2 Pages)

Division 7: Alleys Location Map (4 Page)

Division 8: Bike Racks Location Map (4 Pages)

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MDOT Detail M0240a (2 Pages)

MDOT Detail 5110-S-TR-NFW-2L (1 Page)

MDOT Detail 5123-S-NFW-1LC-(R) (1 Page)

PROPOSAL
2024 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #1-24 (SW)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **2024 Concrete Sidewalk Repair Program, Contract #1-24 (SW)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit prices as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
07-26-24	Addendum #1
_____	_____
_____	_____
_____	_____

Bidder must write out in words the unit price of each item on the line provided under each pay item.

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 1 WORK ITEMS – SCATTERED CONCRETE REPAIRS					
1.	Remove & Replace Concrete Curb & Gutter Match Existing Section @ <u>fifty - three</u>	150	LF	<u>53.00</u>	<u>7950.00</u>
2.	Remove & Replace 4" Concrete Sidewalk/ @ <u>Seven - thirty three</u>	8,360	SF	<u>7.33</u>	<u>61278.80</u>
3.	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach @ <u>eight - eighty - three</u>	2,090	SF	<u>8.83</u>	<u>18454.70</u>

Addendum #1

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
4.	Earth Excavation @ <u>thirteen</u>	130	CYD	<u>13.65</u>	<u>7690.00</u>
5.	Remove & Replace 4" Exposed Aggregate Sidewalk @ <u>nineteen</u>	390	SF	<u>19.00</u>	<u>7410.00</u>
6.	7" Concrete Pavement Repair – MDOT Type P1 Concrete @ <u>ninety</u>	505	SYD	<u>90.00</u>	<u>45450.00</u>
7.	Subgrade Undercutting, 8" Limestone, MDOT 21AA @ <u>twenty-nine</u>	200	SYD	<u>29.00</u>	<u>5800.00</u>
8.	Sidewalk Ramp Detectable Warning Plates @ <u>sixty-three</u>	50	SF	<u>63.00</u>	<u>3150.00</u>
9.	Sawcutting @ <u>three dollars</u>	1,275	LF	<u>3.00</u>	<u>3825.00</u>
10.	Sawcutting for Curbs @ <u>nine dollars</u>	140	LF	<u>9.00</u>	<u>1260.00</u>
11.	Utility Structure Cover Adjustments @ <u>four fifty dollars</u>	5	EA	<u>450.00</u>	<u>2250.00</u>
12.	Restoration, 3" Topsoil, Seed & Mulch @ <u>nine</u>	915	SF	<u>9.00</u>	<u>8235.00</u>
13.	Traffic Control/Major Street Lane Closure @ <u>nine thousand</u>	1	EA	<u>9000.00</u>	<u>9000.00</u>
SUBTOTAL – DIVISION 1 SCATTERED CONCRETE REPAIRS				<u>\$ 175 753.50</u>	

Addendum #1

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 2 WORK ITEMS – AREA 7					
14.	Remove & Replace Concrete Curb or Curb & Gutter @ <u>Fifty three</u>	50	LF	<u>53.00</u>	<u>2650.00</u>
15.	Remove & Replace 4" Concrete Sidewalk @ <u>seven . thirty three</u>	7,000	SF	<u>7.33</u>	<u>51 310.00</u>
16.	Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach @ <u>eight . eighty three</u>	1,000	SF	<u>8.83</u>	<u>8830.00</u>
17.	Sawcutting for Curbs @ <u>nine</u>	50	LF	<u>9.00</u>	<u>450.00</u>
18.	Salvage Brick Pavers/Salvage and Reinstall Brick Pavers @ <u>nine</u>	50	EA	<u>9.00</u>	<u>450.00</u>
SUBTOTAL – DIVISION 2 AREA 7				\$	<u>68 690.00</u>

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 3 WORK ITEMS – AREA 1A					
19.	Earth Excavation @ <u>twenty - nine</u>	10	CYD	<u>29.00</u>	<u>290.00</u>
20.	Remove & Replace 4" Concrete Sidewalk @ <u>seven . thirty three</u>	760	SF	<u>7.33</u>	<u>5572.80</u>
21.	Remove & Replace 6" Concrete Sidewalk/Ramp @ <u>eight . eighty three</u>	95	SF	<u>8.83</u>	<u>838.85</u>

Addendum #1

22.	Remove & Replace 4" Exposed Aggregate Sidewalk @ <u>nineteen</u>	240	SF	19.00	4560.00
23.	Remove & Replace 6" Exposed Aggregate Sidewalk @ <u>twenty-seven</u>	5	SF	27.00	135.00
24.	Remove & Replace Concrete Curb or Curb & Gutter @ <u>Fifty-three</u>	35	LF	53.00	1855.00
25.	Sawcutting for Curbs @ <u>nine</u>	35	LF	9.00	315.00
26.	Salvage Brick Pavers/Salvage and Reinstall Brick Pavers @ <u>nine</u>	50	EA	9.00	450.00
27.	Install Exposed Aggregate Concrete Sealer @ <u>five</u>	10,225	SF	5.00	51125.00
28.	Caulk Joint Repair @ <u>nine</u>	5,505	LF	9.00	49545.00
SUBTOTAL - DIVISION 3 AREA 1A				\$	114 684.65

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 4 WORK ITEMS - ADA RAMPS					
29.	Earth Excavation @ <u>twenty nine</u>	150	CYD	29.00	4350.00
30.	Subgrade Undercutting, 8 inch Limestone, MDOT 21AA @ <u>thirty + three</u>	20	SYD	33.00	660.00

Addendum #1

31.	Remove & Replace Concrete Curb or Curb & Gutter @ <u>Fifty - three</u>	100	LF	53.00	5300.00
32.	Remove & Replace 4" Concrete Sidewalk @ <u>seven. thirty three</u>	1,900	SF	7.33	13927.00
33.	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach @ <u>eight. eighty three</u>	500	SF	8.83	4415.00
34.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete @ <u>ninety - nine</u>	225	SYD	99.00	22275.00
35.	4 inch Exposed Aggregate Sidewalk @ <u>Nineteen</u>	100	SF	19.00	1900.00
36.	Sidewalk Ramp Detectable Warning Plates @ <u>sixty three</u>	140	SF	63.00	8820.00
37.	Utility Structure Cover Adjustment @ <u>four Fifty</u>	3	EA	450.00	1350.00
38.	Sawcutting for Curbs @ <u>nine</u>	100	LF	9.00	900.00
39.	Restoration, 3" Topsoil, Seed & Mulch @ <u>nine</u>	750	SF	9.00	6750.00
SUBTOTAL – DIVISION 4 ADA RAMPS				\$	<u>70 647.00</u>

Addendum #1

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 5 WORK ITEMS – BUS SHELTERS					
40.	Remove 4" Concrete Sidewalk @ <u>three</u>	270	SF	3.00	810.00
41.	10" Thick, Rectangular Reinforced Concrete Bus Shelter Pad @ <u>thirteen</u>	270	SF	13.00	3510.00
42.	Restoration, 3" Topsoil, Seed & Mulch @ <u>nine</u>	60	SF	9.00	540.00
SUBTOTAL – DIVISION 5 BUS SHELTERS				\$ <u>4860.00</u>	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 6 WORK ITEMS – FIRE STATION					
43.	Remove & Replace 4" Concrete Sidewalk @ <u>Seven, thirty three</u>	250	SF	7.33	1832.50
44.	Remove & Replace 6" Concrete Sidewalk/Ramp @ <u>eight - eighty three</u>	200	SF	8.83	1766.00
45.	9" Concrete Pavement Repair – MDOT Type P1 Concrete @ <u>ninety nine</u>	250	SYD	99.00	24750.50
SUBTOTAL – DIVISION 6 FIRE STATION				\$ <u>28348.50</u>	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 7 WORK ITEMS – ALLEYS					
46.	9" MDOT 17A Exposed Aggregate @ <u>one thirty nine</u>	130	SYD	139.00	18070.00
47.	9" Concrete Pavement Repair – MDOT Type P1 Concrete @ <u>ninety nine</u>	305	SYD	99.00	30195.00
48.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete @ <u>ninety nine</u>	305	SYD	99.00	30195.00
SUBTOTAL – DIVISION 7 ALLEYS				\$ <u>78 460.00</u>	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 8 WORK ITEMS – BIKE RACKS					
49.	Earth Excavation @ <u>twenty three</u>	20	CYD	23.00	460.00
50.	4" Concrete Bike Pad @ <u>seven . ninety nine</u>	540	SF	7.99	4314.60
SUBTOTAL – DIVISION 8 BIKE RACKS				\$ <u>47 74.60</u>	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 9 WORK ITEMS – SHAIN PARK					
51.	Remove & Replace 6" Concrete Sidewalk @ <u>eight - eighty three</u>	1,720	SF	8.83	15187.60
SUBTOTAL – DIVISION 9 SHAIN PARK				\$ <u>15187.60</u>	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
DIVISION 10 WORK ITEMS – GENERAL					
52.	Handpatching, HMA 13A, Varying Thickness @ <u>three eighty five</u>	50	TONS	385.00	19250.00
53.	Bituminous Mixture No. 13A Wearing Course, Varying Thickness @ <u>four thirty five</u>	50	TONS	435.00	21750.00
54.	Inspector Crew Days <u>twenty one</u> DAYS	21	DAYS	\$650	13650.00
SUBTOTAL – DIVISION 10 GENERAL				\$ <u>54650.00</u>	

TOTAL BID: \$ 611055.85

TOTAL BID (WRITE OUT IN WORDS): six hundred eleven thousand
fifty five dollars eighty five cents

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

Addendum #1

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name Italia Construction Inc
Street Address 5751 Deer Creek Ct
City Washington County Macomb
State/Zip Code 48094 MI
Email Address CDC. ItaliaConstruction@yahoo.com
Telephone 586 405 1347 Fax 586 677 1687
Date 8 / 1 / 24
Signed by [Signature]
Print Name: Cosimo Di Cesare
Title: JR. V.P.
If a corporation, give state in which incorporated: Michigan
Witnessed: [Signature]
Print Name: Biagio Di Cesare
Name of Superintendent Cosimo Di Cesare
Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name <u>Darin Pao lucci</u>	Address _____
Firm <u>City of East point</u>	Telephone <u>586 707 2668</u>
Name <u>Kevin Daniels</u>	Address _____
Firm <u>Independence Twp</u>	Telephone <u>248 240 3745</u>
Name <u>chris woodward</u>	Address _____
Firm <u>Madison Hts</u>	Telephone <u>248 229 5130</u>

Addendum #1

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: Eastpoint Sidewalk

Date Started Fall 24 Finished Fall 24

Name Darin P Address _____

Firm Eastpoint Telephone 586 707 2668

Project #2: Name of Project: Sashabaw sidewalk

Date Started Spring 24 Finished Spring 24

Name Kevin Address _____

Firm Independence Trp Telephone 248 240 3745

Project #3: Name of Project: Madison Misc Concrete

Date Started Spring 24 Finished Fall 24

Name Chris Woodward Address 248 227 5130

Firm Madison Hts Telephone _____

Project #4: Name of Project: Oak Park sidewalk

Date Started Summer 24 Finished Summer 24

Name Jean Wilson Address _____

Firm City of Oak Park Telephone 248 755 0595

Project #5: Name of Project: St Clair Stone sidewalk

Date Started Fall 24 Finished Fall 24

Name John Miller Address _____

Firm Hennessey Telephone 313 779 0690

Addendum #1

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

Addendum #1

 AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Italia Construction, Inc.
57151 Deer Creek Court
Washington, MI 48094

OWNER:

(Name, legal status and address)

City of Birmingham, Michigan
151 Martin St.
Birmingham, MI 48009

BOND AMOUNT:

Five Percent (5%) of the attached bid -----

SURETY:

(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

2024 Concrete Sidewalk Repair Program, Contract #1-24(SW)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of August, 2024


(Witness)


(Witness) Heidi D. Pattenaude

Italia Construction, Inc.

(Principal)


(Title)

Old Republic Insurance Company

(Surety)


(Title)

Kathy S. Zack, Attorney-In-Fact

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

SUSAN E. HURD, VICKI S. DUNCAN, JUDY K. WILSON, KRISTIE A. PUDVAN, KATHY S. ZACK, JEANNE Y. HYLANT,

NICHOLAS R. HYLANT, THERESA J. FOLEY, JENNIFER A. JAROSZ, CHRISTINE C. RUE, MICHAEL SCHATZ, DANIEL SILVERS, TANJA MAFFEI CHAN, JPAUL DIXON of TOLEDO, OH its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of March, 2024.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of March, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



27-0005

ORSC 11008 (6-93)

HYLANT GROUP, INC.

Signed and sealed at the City of Brookfield, WI this 1st day of August, 2024

Karen J. Haffner
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2024

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335	CONTACT NAME: Marlene Miller PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 E-MAIL ADDRESS: marlenemiller@vtcins.com																					
INSURED City of Birmingham 151 Martin St. PO Box 3001 Birmingham MI 48012	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Markel American Ins. Co.</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Markel American Ins. Co.		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** OCP City of Birmingham**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			OCPMAR0000937	9/3/2024	9/3/2025	EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☒ Owners & Contractors						MED EXP (Any one person) \$
	☒ Protective Liability						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Project: 2024 Sidewalk Repair

CERTIFICATE HOLDER**CANCELLATION**

Italia Construction Inc.
57151 Deer Creek Court
Washington Twp, MI 48094

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/MEAA

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ACORD 25 (2014/01)

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INS025 (201401)

5G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group 37000 Grand River Ave Ste 150 Farmington Hills MI 48335	CONTACT NAME: Marlene Miller PHONE (A/C No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 E-MAIL ADDRESS: marlenemiller@vtcins.com
INSURED Italia Construction Inc 57151 Deer Creek Court Washington Twp MI 48094	INSURER(S) AFFORDING COVERAGE INSURER A: Hastings Mutual Insurance Company NAIC # 14176 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	Y	CPP9274295	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS ☒ HIRED AUTOS ☒	X	Y	ACV9274296	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ULC9288732	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0009274297	3/1/2024	3/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP9274295	3/1/2024	3/1/2025	Limit \$450,000
A	Leased / Rented Equipment			CPP9274295	3/1/2024	3/1/2025	Limit \$200,000

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

Where required by written contract, The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are additional insured on the General Liability policy with respects to liability arising out of the ongoing operations & Limited completed operations performed by the named insured and is additional insured on the Auto Liability Policy. Coverage applies on a primary and noncontributory basis. General Liability, Automobile, Workers Compensation include waiver of subrogation on behalf of add'l insured as required by written contract and where allowed by law.

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham
151 Martin St.
PO Box 3001
Birmingham, MI 48012

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/MEAA

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DESIGNATED INSURED – PRIMARY AND NON-CONTRIBUTORY INSURANCE

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

[illegible]

The insurance provided to the additional insured applies on a primary and non-contributory basis when a written contract that is signed and executed before the damage occurs, and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

BROAD FORM INSURED

Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- A.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- B.** Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - 1. That is a partnership, joint venture or limited liability company;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

SECTION II – LIABILITY COVERAGE

Exclusions

Exclusion 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE

Extra Expense – Broadened Coverage

Under Paragraph A. Coverage, the following is added:

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you.

Transportation Expense

Paragraph 4.a. is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

Accidental Airbag Inflation

Paragraph B. Exclusions is amended by the addition of the following:

Exclusion 3.a. does not apply to the accidental inflation of an airbag.

Sound Receiving and Transmitting Equipment – Broadened Coverage

Paragraphs B.4.c. and d. Exclusions do not apply to equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical systems, in or upon the covered "auto".

Deductible – Amended Deductible Provision

Under Paragraph D. Deductible, the following is added:

- 1. If two or more policies or coverage forms written by us apply to the same accident the following applies:
 - a. If the Business Auto deductible is the smaller (or the smallest) deductible, it will be waived;

- b. If the Business Auto deductible is not the smaller (or the smallest) applicable deductible, it will be reduced by the amount of the smaller (or the smallest) deductible.

Glass Repair – Waiver of Deductible

Under Paragraph D. Deductible, the following is added:

2. No deductible applies to glass damage if the glass is repaired rather than replaced.

Loan/Lease Gap Coverage

Section III – Physical Damage Coverage is amended by the addition of the following:

E. Loan/Lease Gap Coverage

We will pay in the event of a total "loss" to a covered "auto" of the private passenger or light truck type (10,000 lbs. or less gross vehicle weight) your legal obligation for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the loan or lease agreement used solely to purchase the covered "auto".

If this coverage applies to a leased vehicle, the following also applies:

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

As used in this endorsement, "outstanding balance" means the amount you owe on the loan or lease agreement at the time of the "loss" less any amounts for:

1. Taxes;
2. Overdue payments;
3. Penalties;
4. Interest or finance charges;
5. Additional mileage charges;
6. Nonrefundable security deposits;
7. Excess wear and tear charges; or
8. Termination fees.

This coverage will be excess over any other sources of recovery.

SECTION IV – BUSINESS AUTO CONDITIONS

Duties in the Event of Accident, Claim, Suit or Loss

Paragraph A.2.a. is amended by the following:

- a. This duty applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.

Waiver of Subrogation

Paragraph A.5. Transfer of Rights of Recovery Against Others to Us is amended by the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such a waiver because of payments we make for damages under this Coverage Form.

Autos Rented By Employees

Paragraph B.5.b. is amended by the addition of the following:

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

Adding the following amends the Other Insurance Condition:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- A.** The actual cash value of the damaged or stolen property at the time of the "loss"; or
- B.** The cost of repairing or replacing the damaged or stolen property;

whichever is the smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident" you are legally liable for and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

Rental Reimbursement Coverage

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of private passenger or light truck type (10,000 lbs. or less gross vehicle weight). Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the lesser of the following number of days, regardless of the policy's expiration:

- A.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- B.** 30 days.

Our payment is limited to the lesser of the following amounts:

- A.** Necessary and actual expenses incurred; or
- B.** \$50 per day with a maximum limit of \$1,500.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type (10,000 lbs. or less gross vehicle weight), we will pay under this coverage only the amount of your rental reimbursement expenses which is not already provided for under Physical Damage – Transportation Expense.

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following in the Property Section:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

This endorsement modifies insurance provided under the following in the Liability Section:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE LIMITS

The following is a summary of coverage limits provided by this endorsement. It is subject to the terms and conditions of your policy except as amended herein.

Property Limits

Accounts Receivable	\$35,000
Arson and Theft Reward	\$30,000
Back Up of Sewers or Drains	\$25,000
Building Glass Coverage for Tenants	\$10,000
Business Income from Dependent Properties	\$50,000
Changes in or Extremes of Temperature or Humidity	\$5,000
Debris Removal – Additional Limit	\$25,000
Employees Tools	\$10,000
Fire Department Service Charge	\$7,500
Fire Extinguisher Recharge Expense	\$2,500
Lock Replacement Expense	\$500
Newly Acquired or Constructed:	
Buildings	\$500,000
Personal Property	\$100,000
Ordinance or Law:	
Loss to Undamaged Portion of Building	Included
Demolition Cost	\$15,000
Increased Cost of Construction	25%
Outdoor Property	\$10,000
Each tree, shrub or plant	\$500
Patterns, Dies, Molds and Forms – Theft Limitation Waiver	
Personal Effects and Property of Others at each described premises	\$10,000
Personal Property Off Premises Worldwide	\$50,000
Pollutant Clean Up and Removal – Aggregate Limit per Location	\$30,000
Property Off Premises	\$100,000
Property in custody of Salespersons	\$5,000
Property in Transit	\$50,000
Utility Services – Direct Damage – Limit per Location	\$50,000
Utility Services – Time Element – Limit per Location	\$50,000
Valuable Papers and Records	\$25,000

Crime Limits

Employee Dishonesty	*\$25,000
Extortion Coverage	\$25,000
Forgery or Alteration Coverage	\$25,000
Debit, Credit or Charge Card Forgery	\$5,000
Money and Securities – Inside the Premises and in the care and custody of a Messenger Outside the Premises	*\$25,000
Money Orders and Counterfeit Paper Currency Coverage	\$10,000

* The limits shown above for Employee Dishonesty and Money and Securities are provided hereunder, plus the limit, if any, shown in the Declarations for each of those coverages.

Liability Limits

Aggregate Limit – Per Location/Per Project

Automatic Additional Insured Coverage – By Contract, Agreement or Permit

Automatic Additional Insured Coverage for Vendors

Broad Form Property Damage – \$5,000 Occurrence

1. Coverage for Property Loaned to an Insured
2. Coverage for Customer's Property in the Insured's care, custody or control
3. Coverage for Customer's Property due to the Insured's work being incorrectly performed upon it

Broadened Knowledge of Occurrence

Damage to Rented Premises – Fire and Lightning, Smoke, Soot or Leakage from a Fire Protection System

Fire Damage Additional Limit – \$50,000

Incidental Medical Services – Nurse, Medical Technician or Paramedic

Limited Fungi or Bacteria Coverage – \$50,000

Medical Payments – Additional Limit \$5,000

Non-Owned Watercraft – Less than 51 feet

Primary and Noncontributory – Other Insurance Condition

Product Recall Expense – \$25,000

Supplementary Payments – Additional Limits

1. Bail Bonds increased to \$1,000
2. Loss of Earnings increased to \$300

PROPERTY SECTION

Building and Personal Property Coverage Form

Causes of Loss – Special Form

Business Income (and Extra Expense) Coverage Form

Deductible Provisions

Except as provided below, loss or damage payable under this section is subject to the property deductible provisions applying to covered property to which this endorsement applies.

A maximum deductible of \$250 applies to Personal Property Off Premises.

No deductible applies to the following: Accounts Receivable, Arson Reward, Business Income/Extra Expense, Fire Department Service Charge, Fire Extinguisher Recharge Expense or Lock Replacement.

Accounts Receivable

We will pay the amounts due from your customers that you are unable to collect resulting from direct physical loss or damage by any Covered Cause of Loss to your records of Accounts Receivable at the described premises. This includes:

- A. Interest charges on any loan required to offset amounts you are unable to collect;
- B. Collection expenses in excess of your normal collection expenses made necessary by the loss or damage; and
- C. Other reasonable expenses that you incur to reestablish your records of Accounts Receivable.

The most we will pay under this coverage is \$35,000 in any one occurrence of loss.

Arson and Theft Reward

We will pay a reward of \$30,000 in total:

- A. For information which leads to an arson conviction in connection with a fire loss sustained at the described premises; or
- B. For information which leads to a theft conviction in connection with a theft loss sustained at the described premises.

In the event that a theft loss and an arson loss result from the same event, the most we will pay for that event is \$30,000.

Back Up of Sewers or Drains

We will pay for direct loss or damage to covered property at the described premises caused directly or indirectly by water that backs up through a sewer or drain or overflows from a sump pump system.

The most we will pay for loss or damage under this coverage provision is \$25,000 in any one occurrence of loss.

Building Glass Coverage for Tenants

Under Covered Property, a limit of \$10,000 is provided to cover building glass for which the insured, as a tenant, is responsible.

Business Income from Dependent Properties

- A.** In the Business Income (and Extra Expense) Coverage Form, Coverage, with respect to "dependent property", is replaced by the following:

Coverage

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. However, coverage does not apply when the only loss to "dependent property" is loss or damage to electronic data, including destruction or corruption of electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term electronic data has the meaning set forth in the Business Income (and Extra Expense) Coverage Form.

- B.** The provisions of the Business Income (and Extra Expense) Coverage Form respecting direct physical loss or damage at the described premises will apply separately to each "dependent property". The Limit of Insurance is separate from any Business Income Limit of Insurance in this policy applicable when direct physical loss or damage occurs at your premises.
- C.** With respect to "dependent property", the following replaces the Resumption Of Operations Provision in the Loss Determination Loss Condition:

Resumption of Operations

We will reduce the amount of your:

1. Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
 - a. Source of materials; or
 - b. Outlet for your products.
2. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- D. 1.** The following is added to the Definitions Section:

"Dependent Property" means property operated by others whom you depend on to:

- a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property which delivers any of the following services is not a Contributing Location with respect to such services:
 - (1) Water supply services;
 - (2) Power supply services; or
 - (3) Communication supply services, including services relating to internet access or access to any electronic network;
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).
- 2.** The Period of Restoration Definition, with respect to "dependent property", is replaced by the following:
- "Period of restoration" means the period of time that:
- a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- a. Regulates the construction, use or repair, or requires the tearing down of any property; or

- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

E. Limit of Insurance

The most we will pay for loss in any one occurrence is \$50,000.

Changes in or Extremes of Temperature or Humidity

Exclusion B.2.d.(7)(b) in Causes of Loss – Special Form does not apply. We will pay up to \$5,000 for loss or damage to covered perishable goods at the described premises caused by or resulting from changes in or extremes of temperature or humidity. This includes interruption of power on or away from the described premises.

Debris Removal – Additional Limit

Under Additional Coverage A.4. in the Building and Personal Property Coverage Form, the Debris Removal Additional Limit is increased from \$10,000 to \$25,000.

Employees Tools

Your Business Personal Property insurance is extended to cover tools owned by your employees and used in your business at the described premises. The most we will pay for loss or damage in any one occurrence of loss is \$10,000.

Fire Department Service Charge

Under Additional Coverage A.4.c. in the Building and Personal Property Coverage Form, the Fire Department Service Charge Additional Limit is increased from \$1,000 to \$7,500.

Fire Extinguisher Recharge Expense

We will pay the cost to recharge your fire extinguisher system after it is used to extinguish or prevent a fire to covered property at the described location.

The most we will pay for this expense is \$2,500 for any one occurrence.

Lock Replacement

We will pay necessary expenses, up to \$500, to duplicate your keys or replace existing door locks and tumblers on the described premises in the event your keys are stolen.

Newly Acquired or Constructed Property

Under Coverage Extension A.5.a. in the Building and Personal Property Coverage Form:

- A. The most we will pay for loss or damage under this extension for Buildings is increased from \$250,000 to \$500,000 at each building; and
- B. The most we will pay for loss or damage under this extension for Your Business Personal Property is \$100,000 at each building.

Ordinance or Law Coverage

This coverage supersedes Additional Coverage A.4.e., Increased Cost of Construction, in the Building and Personal Property Coverage Form. This coverage is subject to the deductible applying to the building at the described location to which this coverage applies.

- A. **Coverage for Loss to the Undamaged Portion of the Building** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that requires the demolition of the undamaged portion. The ordinance must be in force at the time of loss. This is not additional insurance, but included within the covered Building limit of insurance shown in the Declarations.
- B. **Demolition Cost Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of any building, zoning or land use ordinance or law. The most we will pay for Demolition Costs shall not exceed \$15,000.
- C. **Increased Cost of Construction Coverage** – If a Covered Cause of Loss occurs to a covered Building at a described location, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinances or laws.

This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

We will not pay for any increased cost of construction if the building is not repaired or replaced.

The most we will pay for Increased Cost of Construction Coverage is the lesser of:

1. The actual increased cost of construction; or
2. Not more than 25% of the limit of insurance applying to the covered Building.

We will not pay for:

1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

Outdoor Property

Coverage Extension **A.5.e.** of the Building and Personal Property Coverage Form is amended as follows:

- A.** The Covered Causes of Loss applying to Outdoor Property are broadened and include any Covered Cause of Loss applying to your covered Buildings or Business Personal Property described in the Declarations.
- B.** The most we will pay for loss or damage to Outdoor Property is increased to \$10,000, but not more than \$500 for any one tree, shrub or plant.

Patterns, Dies, Molds and Forms – Theft Limitation Waiver

The Theft limitation applying to patterns, dies, molds or forms contained in Paragraph **C.3.c** of the Causes of Loss – Special Form does not apply.

This coverage is subject to the deductible applying to Business Personal Property at the described location to which this coverage applies.

Personal Effects and Property of Others

Paragraph **A.5.b.** of the Building and Personal Property Coverage Form is replaced by the following:

- (1) The insurance applying to Your Business Personal Property is extended to cover personal effects owned by you, your officers, your partners or your employees, except tools belonging to your employees. Personal effects are covered for loss or damage by a Covered Cause of Loss, including theft.
- (2) We cover personal property of others in your care, custody or control, except tools belonging to your employees.

The most we will pay for loss or damage under this extension is \$10,000 at each described premises.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

Personal Property Off-Premises Worldwide

Under Coverage Extension **A.5.d.** in the Building and Personal Property Coverage Form, Coverage Territory in Commercial Property Conditions does not apply. The most we will pay for loss or damage under this extension for Personal Property worldwide is increased from \$10,000 to \$50,000.

Pollutant Clean Up and Removal

Under Additional Coverage **A.4.d.** in the Building and Personal Property Coverage Form, the Pollutant Clean Up and Removal Additional Limit is increased from \$10,000 to \$30,000.

Property Off Premises and Property in Transit

Coverage Extension **A.5.d.** of the Building and Personal Property Coverage Form and Additional Coverage Extension **F.1.** of the Causes of Loss – Special Form are deleted and replaced by the following:

Property Off Premises – The insurance provided by the Building and Personal Property Coverage Form is extended to apply to Covered Property (including stock) that is temporarily at a location you do not own, lease or operate. This includes property at fairs or exhibitions, property in or on a vehicle, and property in the care, custody or control of your salespersons or employees. It also includes property temporarily at the residence of a person authorized to have custody of the property.

Property in Transit – The insurance provided by the Causes of Loss – Special Form Coverage Part is extended to apply to your Covered Property while it is in transit between points in the Coverage Territory.

The most we will pay under this extension is increased to \$100,000 in any one occurrence of loss, but not more than:

- A. \$5,000 on samples and other property carried by salespersons for demonstration purposes; and
- B. \$50,000 for property while in transit

Utility Services

DIRECT DAMAGE AND TIME ELEMENT

Covered Property

Buildings and Personal Property at locations scheduled in the Declarations.

Exception

Coverage under Utility Services – Direct Damage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

Coverage under Utility Services – Time Element does not apply to Business Income or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data.

The term electronic data has the meaning set forth in the Building and Personal Property Coverage Form.

Utility Services

- A. **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - 1. Pumping stations; and
 - 2. Water mains.
- B. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - 1. Communication transmission lines, including optic fiber transmission lines;
 - 2. Coaxial cables; and
 - 3. Microwave radio relays except satellites.Overhead transmission lines are included.
- C. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - 1. Utility generating plants;
 - 2. Switching stations;
 - 3. Substations;
 - 4. Transformers; and
 - 5. Transmission lines.Overhead transmission lines are included.

DIRECT DAMAGE

Coverage

We will pay for loss of or damage to Covered Property described above, caused by an interruption in utility service to the premises described above. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located off the described premises.

Limit of Insurance

The Limit of Insurance for Utility Services – Direct Damage is \$50,000 per location.

TIME ELEMENT

Coverage

Your coverage for Business Income and Extra Expense, as provided in the Business Income (and Extra Expense) Coverage Form, is extended to apply to a "suspension" of "operations" at the premises described above caused by an interruption in utility services to that premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to utility services described above if such utility services are located outside of a covered building described in the Declarations.

Coinurance

The Coinurance Additional Condition does not apply to this coverage.

Limit of Insurance

The Limit of Insurance for Utility Services – Time Element is \$50,000 per location.

Valuable Papers and Records

Coverage Extension **A.5.c.** of the Building and Personal Property Coverage Form is amended as follows:

The most we will pay under this extension is increased to \$25,000.

CRIME SECTION

Commercial Crime Coverage

The following coverages are added to the policy in accordance with the terms and conditions contained herein. Refer to the Crime General Provisions for common General Exclusions, Conditions and Definitions applying to all coverages.

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in this endorsement.

Money and Securities Coverage

A. Coverage – We will pay for the theft, disappearance or destruction of "money" and "securities" used in your business while inside the "premises" or in the care and custody of a "messenger" outside the "premises".

We will also pay for loss of, and loss from damage to, a safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from the actual or attempted theft or unlawful entry into those containers.

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusions

We will not pay for loss resulting from:

- a. Accounting or arithmetical errors;
- b. The giving or surrendering of property in any exchange or purchase;
- c. Property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device;
- d. Property after it has been transferred or surrendered to a person or place outside the "premises":

(1) On the basis of unauthorized instructions; or

(2) As a result of a threat to do bodily harm to any person or damage to any property.

But Subparagraph (2) above does not apply to loss of the property while in the care or custody of a "messenger" if you:

(1) Had no knowledge of any threat at the time the conveyance began; or

(2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat; or

- e. Your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. Additional Condition – Duties in the Event of Loss – If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

3. Additional Definitions

- a. "Premises" means the interior of that portion of any building you occupy in conducting your business, including the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. "Messenger" means you, any of your partners, an "employee", or an armored motor vehicle company while having care and custody of the property outside the "premises".
- c. "Occurrence" means an:
 - (1) Act, or series of related acts, involving one or more persons; or
 - (2) Act, or series of related acts, or events not involving any person.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for Money and Securities Coverage.

Money Orders and Counterfeit Paper Currency Coverage

- A. Coverage** – We will pay for loss due to the acquisition of covered property resulting directly from the Covered Causes of Loss.

Covered Property means:

1. Money orders, including counterfeit money orders, of any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank; and
2. Counterfeit United States or Canadian paper currency.

Covered Causes of Loss – Acceptance in good faith, in exchange for merchandise, money or services, of:

1. Any money order that is not paid upon presentation; and
 2. Counterfeit United States or Canadian paper currency;
- that is acquired during the regular course of business.

- B. Additional Exclusions, Conditions and Definitions** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. **Additional Exclusions** – We will not pay for loss specified below:
 - a. The giving or surrendering of property in any exchange or purchase; or
 - b. Your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.
2. **Additional Condition** – Duties in the Event of Loss – If you have reason to believe that any loss of, or loss from damage to, covered property involves a violation of law, you must notify the police.

3. Additional Definition

"Occurrence" means an:

- a. Act, or series of related acts, involving one or more persons; or
- b. Act, or series of related acts, or events not involving any person.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$10,000.

Employee Dishonesty Coverage

- A. Coverage** – We will pay for loss of, and loss from damage to, "money", "securities" and "property other than money and securities" resulting from "employee dishonesty".

We will also pay for loss caused by an "employee" while temporarily outside the territory specified in the Crime General Provisions section contained in this endorsement.

- B. Additional Exclusions, Conditions and Definitions** – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusions

We will not pay for loss as specified below:

- a. Loss caused by any "employee" for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
- b. Loss, or that part of any loss, the proof of which, as to its existence or amount, is dependent upon an inventory computation or a profit and loss computation.

2. Additional Condition

This insurance is cancelled as to any "employee":

- a. Immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the "employee";of any dishonest act committed by that "employee", whether before or after becoming employed by you; or
- b. On the date in the notice mailed to you. That date will be at least 30 days after the date of mailing. Mailing of the notice to the last address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

3. Additional Definitions

- a. "Employee dishonesty" means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:
 - (1) Cause you to sustain loss; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) The "employee"; or
 - (b) Any person or organization intended by the "employee" to receive that benefit.
- b. "Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$25,000 plus the limit, if any, shown in the Declarations for Employee Dishonesty Coverage.

Extortion Coverage

A. Coverage – We will pay for loss of "money", "securities" and "property other than money and securities" by "extortion".

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusion

We will not pay for loss of property surrendered before a reasonable effort has been made to report an extortionist's demand to all the following:

- a. An associate;
- b. The Federal Bureau of Investigation; and
- c. Local law enforcement authorities.

2. Additional Conditions

- a. Policy Period – Loss is covered only if the threat to do bodily harm is first communicated to you during the policy period.
- b. Territory – Loss is covered only if the capture, or alleged capture, takes place within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.
Paragraph b. of the Policy Period General Condition and the Territory General Condition does not apply.
- c. Valuation of Securities and Property Other Than Money and Securities – The Valuation-Settlement General Condition is amended as follows:
 - (1) The first sentence of Paragraph b. is deleted and the following is substituted:
 - b. Loss of "securities" for not more than their value on the day they were surrendered.
 - (2) The following is added:
 - c. Loss of "property other than money and securities" for not more than its actual cash value at the time it was surrendered.

3. Additional Definitions

- a. "Extortion" means the surrender of property away from the "premises" as a result of a threat communicated to you to do bodily harm to you or an "employee", or to a relative or invitee of either, who is, or allegedly is, being held captive.
- b. "Occurrence" means an:
 - (1) Act, or series of related acts, involving one or more persons; or
 - (2) Act, or series of related acts, or events not involving any person.
- c. "Premises" means the interior of that portion of any building you occupy in conducting your business.

C. Limit of Insurance

The most we will pay for loss in any one "occurrence" is \$25,000.

Forgery or Alteration Coverage

A. Coverage – We will pay for loss involving covered instruments resulting directly from forgery or alteration of, on, or in any covered instrument.

1. **Covered Instruments** – Checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in “money” that are:
 - a. Made or drawn by or drawn upon you;
 - b. Made or drawn by one acting as your agent;or that are purported to have been so made or drawn.
2. **Credit, Debit or Charge Card Forgery** – Covered instruments include written instruments required in conjunction with any credit, debit or charge card issued to you or any “employee” for business purposes.

B. Additional Exclusions, Conditions and Definitions – In addition to the Crime General Provisions contained herein, this coverage is subject to the following:

1. Additional Exclusion

We will not pay for loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

2. Additional Conditions

- a. **Facsimile Signatures** – We will treat mechanically or reproduced facsimile signatures the same as handwritten signatures.
- b. **General Amendment** – As respects this coverage, the words “covered property” in the Crime General Provisions mean covered instruments.
- c. **Proof of Loss** – You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- d. **Territory** – We will cover loss you sustain anywhere in the world. The Territory General Condition does not apply to this coverage.

3. Additional Definition

“Occurrence” means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. Limit of Insurance

The most we will pay for loss in any one “occurrence” for covered instruments described in Paragraph **A.1.** is \$25,000. The most we will pay for credit, debit or charge card forgery in Paragraph **A.2.** is \$5,000 in any one “occurrence” of loss.

Crime General Provisions

Unless stated otherwise in any individual coverage contained in this endorsement, the following General Exclusions, General Conditions and General Definitions apply to Crime coverages included in this endorsement. **Exception: General Exclusion 2. does not apply to Employee Dishonesty Coverage.**

A. General Exclusions

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners** – Loss resulting from any dishonest or criminal act committed by you or any of your partners, whether acting alone or in collusion with other persons.
2. **Acts of Employees, Directors, Trustees or Representatives** – Loss resulting from any dishonest or criminal act committed by any of your “employees”, directors, trustees or authorized representatives:
 - a. Acting alone or in collusion with other persons; or
 - b. While performing services for you or otherwise.
3. **Governmental Action** – Loss resulting from seizure or destruction of property by order of governmental authority.
4. **Indirect Loss** – Loss that is an indirect result of any act or “occurrence” covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property;
 - b. Payment of damages of any type for which you are legally liable (but we will pay compensatory damages arising directly from a loss covered under this insurance); or

- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- 5. **Legal Expenses** – Expenses related to any legal action.
- 6. **Nuclear** – Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- 7. **War and Similar Actions** – Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. General Conditions

- 1. **Concealment, Misrepresentation or Fraud** – This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The covered property;
 - c. Your interest in the covered property; or
 - d. A claim under this insurance.
- 2. **Discovery Period for Loss** – We will pay only for covered loss discovered no later than one year from the end of the policy period.
- 3. **Duties in the Event of Loss** – After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property, you must:
 - a. Notify us as soon as possible;
 - b. Submit to examination under oath at our request and give us a signed statement of your answers;
 - c. Give us a detailed, sworn proof of loss within 120 days; and
 - d. Cooperate with us in the investigation and settlement of any claim.
- 4. **Joint Insured**
 - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
 - b. If any insured, or partner or officer of that insured, has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - c. An "employee" of any insured is considered to be an "employee" of every insured.
 - d. If this insurance, or any of its coverages, is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
- 5. **Legal Action Against Us** – You may not bring any legal action against us involving loss:
 - a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within two years from the date you discover the loss.
- 6. **Loss Covered Under More Than One Coverage of This Insurance** – If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
 - a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
- 7. **Other Insurance** – This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in this endorsement.
- 8. **Ownership of Property/Interests Covered** – The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

9. Policy Period

- a. The policy period is shown in the Declarations.
- b. We will pay only for loss that you sustain through acts committed or events occurring during the policy period.

10. Records – You must keep records of all covered property so we can verify the amount of any loss.

11. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance;
 - (2) Then to us, until we are reimbursed for the settlement made.
- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

12. Territory – This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

13. Transfer of Your Rights of Recovery Against Others to Us – You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

14. Valuation – Settlement

Subject to the applicable Limit of Insurance provision, we will pay for:

- a. Loss of "money", but only up to and including its face value.
- b. Loss of "securities", but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

C. General Definitions

1. "Employee" means:

- a. Any natural person:
 - (1) While in your service, and for 30 days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee, except while performing acts coming within the scope of the usual duties of an "employee".

2. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property not covered under any individual crime coverages.
4. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".

GENERAL LIABILITY SECTION

The Commercial General Liability Coverage Form is modified as follows:

Additional Insured by Contract, Agreement or Permit

A. The following is added to Section II – Who Is An Insured:

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

With respect to the insurance afforded to these additional insureds, the following exclusions apply:

1. The rendering of or failure to render professional services;
2. Liability arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured; or
3. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured – Vendors

A. The following is added to Section II – Who Is An Insured:

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranties unauthorized by you, or any physical or chemical change in the product made intentionally by the vendor;
3. Repackaging, except when unpacked solely for inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
4. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make, or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
5. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
6. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
7. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs 3. or 5.; or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, accompanying or containing such products.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Aggregate Limit Amendment

Under Section III – Limits Of Insurance, Item 2., the General Aggregate Limit applies:

- A. To each described location insured (Location means the premises described in the Declarations involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad); and
- B. To each of your projects away from premises owned by or rented to you.

Broad Form Property Damage

Under Section I – Coverage A, Exclusion 2.j. is modified as follows:

- A. Paragraph (3) does not apply.
- B. Paragraphs (4) and (6) do not apply to customers' property.

We do not cover any property:

- A. Subject to motor vehicle registration; or
- B. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$5,000.

Insurance under this coverage provision is excess over any other insurance available to the insured whether primary, excess, contingent or on any other basis.

This coverage provision does not modify the provisions of endorsement 2-643 or any other endorsement added to this policy that also modifies Exclusion 2.j. of Section I – Coverage A.

Damage to Premises

The last paragraph following the exclusions applying to Section I – Coverage A is amended to read as follows:

Exclusions c. through n. do not apply to damage by fire, lightning, smoke, soot or leakage from a fire protection system while the premises are rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

Fire Damage Additional Limit

In addition to the Fire Damage Limit stated in the Declarations, we will pay an additional amount of \$50,000 for damages because of "property damage" to premises rented to you arising out of any one fire.

Subject to Paragraph 5. of Section III – Limits Of Insurance, the Fire Damage Limit stated in the Declarations plus this additional limit is the most we will pay under Section I – Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

Incidental Medical Services – Specified Persons

Section II – Who Is An Insured is modified as follows:

- A. Paragraph 2.a.(1)(d) does not apply to "bodily injury" arising out of medical services rendered by a nurse, medical technician or paramedic employed by you.
- B. This coverage provision does not apply if you or any of the above are engaged in the business, profession or occupation of providing professional health care services.

Knowledge of Occurrence

Under Section IV – Commercial General Liability Conditions, the following is added to Item 2. Duties In The Event of Occurrence, Offense, Claim or Suit:

Knowledge of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured when reported directly to you, your officers, partners or any other person authorized by you to give us such notice.

Limited Fungi or Bacteria Coverage

The following is added under Section I – Coverages:

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".
 - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. below. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
 - C. The following are added to Section III – Limits Of Insurance:
 - 1. Subject to Paragraphs 2. and 3. of Section III – Limits Of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit of \$50,000 is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in a good or product intended for bodily consumption.
 - 2. Paragraph 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

D. The following definitions are added to the Definitions Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

Medical Payments – Additional Limit

Under Coverage C – Medical Payments, we will pay up to an additional \$5,000 for covered medical expenses.

In addition, Paragraph 1.a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

Non-Owned Watercraft

Under Section I – Coverage A, Exclusion g.(2)(a) is amended to read:

- (a) Less than 51 feet long; and

Primary and Noncontributory – Other Insurance Condition

This insurance provided to the additional insured is primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- A. The additional insured is a Named Insured under such other insurance; and
- B. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Product Recall Expense

Under Section I – Coverage A, Exclusion 2.n. does not apply to the following coverage provision:

We will pay up to \$25,000 for any cost or expense incurred by you for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product" if such product is withdrawn or recalled from the market by you or any government body because of a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" that has resulted in or will result in "bodily injury" or "property damage".

This coverage does not apply to:

1. A condition in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the sale or distribution of that product;
2. Failure of the product to accomplish its intended purpose;
3. A breach of warranty of fitness, quality, durability or performance;
4. Loss of customer approval, or any cost incurred to regain customer approval;
5. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
6. Recall of "your product" that has no known or suspected defect, solely because a known or suspected defect has been found in other goods or products that are also "your product";
7. Product withdrawal initiated due to expiration of the designated shelf life of "your product";
8. Product withdrawal initiated due to copyright, patent, trade secret or trademark infringements; or
9. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

Supplementary Payments – Coverages A and B

- A. Our limit for bail bonds in Item 1.b. is increased from \$250 to \$1,000.
- B. Our limit for loss of earnings in Item 1.d. is increased from \$250 to \$300.

2024 CONCRETE SIDEWALK REPAIR PROGRAM - #1-24 (SW)

CONTRACT

THIS AGREEMENT made the 26 day of August, 2024, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the "City", and Italia Construction, Inc. of the City of Washington, County of Macomb, State of Michigan, hereinafter called the "Contractor", relative to Contract No. 1-24(SW), otherwise known as: 2024 CONCRETE SIDEWALK REPAIR PROGRAM in the amount of \$ 872,161.44 to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.
2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.
 - a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
 - b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.
3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.
4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.
5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____

City Clerk

Witnessed _____

By: _____

Mayor

By: _____

Rosimo Dicesare JR. U.P.
Contractor

APPROVAL (1.135 City Code)

[Signature]
City Manager as to Substance

Marcy M. Kuchard
City Attorney as to Form

[Signature]
Director of Finance as to Financial Obligation

Unissa Acron
City Engineer

SECTION 115
IRAN SANCTIONS ACT CERTIFICATION FORM

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.

Cosimo Di Cesare
PREPARED BY
(Print Name)

8 20 24
DATE

JR.V.P.
TITLE

8 20 24
DATE

[Signature]
AUTHORIZED SIGNATURE

CDX-Italin Construction @
E-MAIL ADDRESS yahoo.com

Italia Construction Inc
COMPANY

57151 Deer Creek at Washington
ADDRESS MI 48099

386 4051347
PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

38-2422557
TAXPAYER I.D.#

2024 CONCRETE SIDEWALK REPAIR PROGRAM - CONTRACT #1-24 (SW)

Bond No. 2144814

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
Italia Construction, Inc., 57151 Deer Creek Court, Washington, MI 48094

_____ as Principal,
and Old Republic Insurance Company, 631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666 as Sureties,
are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
Six Hundred Eleven Thousand Fifty Five Dollars and 85/100----- Dollars (\$ 611,055.85), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this 20th day of
August, 20 24.

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of Concrete Sidewalk Repair Program - Contract #1-24(SW)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder of the specifications accompanying the same shall in anywise affects its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:



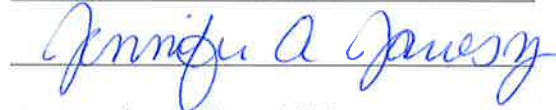
Italia Construction, Inc.



Cosimo Di Cesare JR. V.P.

Principal

Old Republic Insurance Company



Jennifer A. Jarosz, Attorney-In-Fact

2024 CONCRETE SIDEWALK REPAIR PROGRAM - CONTRACT #1-24 (SW)

PAYMENT BOND

Bond No. 2144814

KNOW ALL MEN BY THESE PRESENTS, that we Italia Construction, Inc.
of the 57151 Deer Creek Court, Washington, MI 48094
hereinafter called the "Principal" and Old Republic Insurance Company, 631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666 hereinafter called the "Surety", are held and firmly bound unto those
persons known as "Claimants", as defined in MCL §129.206(6) supplying labor or materials to the
Principal or his subcontractors and the prosecution of the work provided for in a certain Contract by and
between the City of Birmingham and the Principal in the sum of
Six Hundred Eleven Thousand Fifty Five Dollars and 85/100----- Dollars
(\$ \$611,055.85), in lawful money of the United States, for the payment whereof, we bid
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this
20th day of August, A.D., 20 24.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D., 20____,
wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials _____
Concrete Sidewalk Repair Program - Contract #1-24(SW)

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act
No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of
Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or
his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of
this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:



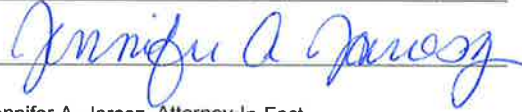
Italia Construction, Inc.



Cosimo Di Cesare TR.U.P.

Principal

Old Republic Insurance Company



Jennifer A. Jarosz, Attorney-In-Fact

Surety



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

SUSAN E. HURD, VICKI S. DUNCAN, JUDY K. WILSON, KRISTIE A. PUDVAN, KATHY S. ZACK, JEANNE Y. HYLANT,

NICHOLAS R. HYLANT, THERESA J. FOLEY, JENNIFER A. JAROSZ, SARAYU S. NAIR, CHRISTINE C. RUE, MICHAEL SCHATZ of TOLEDO, OH its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of November, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of November, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 20th day of August, 2024

7-0005

ORSC 11008 (6-93)

HYLANT GROUP, INC.

Karen J. Haffner
Assistant Secretary

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on Contract Name 2024 CONCRETE SIDEWALK REPAIR PROGRAM and # #1-24 (SW) for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following: _____

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items: _____

Attached are the following documents
Further detailing the above.

Contractor:

1. _____

(Company or Contractor Name)

2. _____

(Signature of Officer of the Company)

3. _____

Type or Print Name and Title

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____
Name of Contractor

hereby represents that on _____ he/she (it) was awarded a contract by
Date

The City of Birmingham hereafter called the Owner to _____, in accordance with the terms and conditions of Contract No. 1-24 (SW), Contract Name 2024 CONCRETE SIDEWALK REPAIR PROGRAM; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company: _____

Type or Print Name and Title: _____
Name Title

Subscribed and sworn to before me, a Notary Public in and for _____ County,

Michigan on this _____ day of _____, 20__.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____, being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of
Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM
and _____ the following is a statement of each subcontractor, supplier and laborer for the
payment of wages or fringe benefits and withholdings is due but unpaid with whom the
(contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the
CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and
fully set forth opposite their names as follows:

[illegible]

TOTALS

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract _____ dated _____.

Deponent

Subscribed and sworn to before me

this _____ day of _____

20____

Notary Public

_____ County, Michigan

My Commission Expires:

WORK DIRECTIVE

From: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Time: _____

Date: _____

Work Directive No. _____

To: Contractor: _____

Name and # of Contract: 2024 Concrete Sidewalk Repair Program #1-24(SW)

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices

_____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt.

Date

City Inspector

Date

City Engineer

Date

ADVERTISEMENT

2024 CONCRETE SIDEWALK REPAIR PROGRAM

CONTRACT #1-24 (SW)

BIRMINGHAM, MICHIGAN

Sealed proposals endorsed "2024 CONCRETE SIDEWALK REPAIR PROGRAM #1-24(SW)", Birmingham, Michigan" will be received from Contractors by the City of Birmingham, at the Office of the City Clerk, located at 151 Martin St., Birmingham, MI, until **2:00 p.m., Thursday, August 1, 2024**. The proposals will be opened and publicly read aloud at that time. Bids submitted after the exact time specified for receipt will not be considered.

The project will consist of replacing approximately 22,500 sq. ft. of concrete sidewalk, approximately 335 lft of concrete curb and gutter, and approximately 1,725 sq. yds. of concrete pavement replacement in various locations throughout the City, plus other miscellaneous work (including caulking, sealing exposed aggregate concrete, repairing/resetting brick pavers and asphalt patching) to make a complete project.

Bidders shall review and comply with all contract documents, and supplemental information, as defined in the information for bidders. Bidding documents for the project may be obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <https://www.bidnetdirect.com/mitn>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website. Electronic versions of bidding documents will be posted to MITN starting **Tuesday, July 16, 2024**.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

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. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

ALEXANDRIA BINGHAM
CITY CLERK

Published in:
MITN

**SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.01 TIME OF COMPLETION

- A. The Contractor shall plan to begin physical work (removing existing concrete) on or after **Tuesday, September 3, 2024**. Contract preparations prior to this date, such as paperwork, pre-construction meeting, ordering materials, and mobilization prior to this date are encouraged.
- B. The Contractor shall have Division 4 – ADA Ramps and Division 8 – Bike Racks substantially completed by **October 15, 2024** and finally completed by **November 1, 2024**.
- C. The Contract shall have Division 1 – Scattered Concrete Repairs and Division 9 – Shain Park Phase II substantially completed by **November 1, 2024** and finally completed by **November 15, 2024**.
- D. The Contractor shall have all other divisions substantially completed by **May 30, 2025**, including all restoration and punch list work. Substantial completion shall be defined as all pavement materials being placed, all landscaping work completed, all greenbelt areas restored to final grade with topsoil and sod, or seed and mulch, and all debris and temporary signing removed from the work site(s). The Contractor shall have all work on the project finally completed by **June 15, 2025**.

1.02 LIQUIDATED DAMAGES

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of **six hundred dollars (\$600) per day** for each calendar day after the time period specified under “Time of Completion” that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under “Time of Completion”, regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.
- B. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:
 - 1. Increase in contract value is greater than 10% of the base bid;
 - 2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;
 - 3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within fourteen (14) days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 SCHEDULE SUBMITTAL

- A. The Contractor shall submit their preliminary construction schedule within twenty-one (21) days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.04 SCHEDULING

- A. Due to various events that can occur in the downtown area, the Contractor shall provide advance notice to the Engineer prior to scheduling any work within the downtown area (District 1A).

1.05 SPECIAL NOTE

- A. The Birmingham City Commission has expressed concern regarding the poor barricading at open sidewalk locations, unnecessary damage to lawns and marred sidewalk surfaces in past sidewalks programs.
- B. The Contractor will be required to provide barricades and lights strictly in accordance with the specifications. Unnecessary damage to lawns will not be tolerated. Equipment such as trucks, heavy tractors, and backhoes or tractors with pads, used for breaking concrete, shall not be used on established lawns. Also, the contractor will be held responsible to protect finished sidewalks from all surface marring, whether or not such marring is accidental or intentional. The City will not accept damaged sidewalk.
- C. The Contractor shall attempt to keep their work sites as neat and clean as possible. The Contractor will be required to clean and remove any overpour and concrete slurry splatter on adjacent pavements, buildings, cars, etc.

1.06 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

- A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

Melissa Coatta, P.E.
City of Birmingham Engineering Department
P.O. Box 3001
Birmingham, MI 48012

Phone: 248-530-1839
Fax: 248-530-1290
Email: mcoatta@bhamgov.org

- B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than five (5) days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.07 HOURS OF WORK

- A. Typically, work of this nature is allowed six (6) days a week, from 7:00 A.M. to 7:00 P.M., Monday through Saturday, excluding major holidays, such as Memorial Day, July 4th, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day.

Addendum #1

1.08 CONTRACTOR SUPERVISION

- A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

1.09 WORK AREA

- A. The contractor for this project shall be alert to the fact that the work areas are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the number of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.10 STORAGE AREA

- A. The Contractor shall be responsible to provide their own storage and/or disposal area(s) for pavement removals and excavated material on a daily basis at no additional cost to the owner. The Contractor shall not use City streets for temporary storage of excavated materials or removed pavements, and the City does not currently have any other sites available for material storage by the Contractor.

1.11 OVERNIGHT EQUIPMENT PARKING

- A. Equipment that will be used on a daily basis may be parked on the streets near where the work is in progress. Equipment shall be moved on a regular basis so that it does not become a burden to any particular street. The Contractor may park one (1) large tool truck at the City's Department of Public Services (DPS) yard overnight at their own risk. Although the DPS yard is fenced and locked at night, there is no guarantee that break-ins and theft or damage to Contractor's property will not occur. No dumping or storage of excavated spoils or removed concrete will be allowed in the DPS yard.

1.12 COOPERATION WITH OTHER ENTITIES

- A. The Contractor may encounter other contractors within the work area. Other contractors may include, but not be limited to utility contractors, sewer or water contractors, and building contractors. The Contractor shall be expected to cooperate and plan work so as to avoid conflict and disruption of the work plan of other entities. If work of outside parties is causing disruption or delay to the Contractor's planned work, the Contractor shall notify the Engineer so that mediation and resolution between the parties can be achieved expeditiously.
- B. The Contractor is notified that the City plans to hire a sawcutting specialist that will be operating small work crews within the designated Sidewalk Area. Such work will involve sawing off trip hazards on sidewalks located on the same streets where more seriously damaged sidewalks are being repaired under this Contract #1-24(SW). The Contractor shall cooperate and plan work with the sawcutting contractor to ensure that both groups can work as expeditiously as possible, without undue interference of either operation being kept to a minimum.

1.13 STATEMENT OF QUANTITIES

- A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities.

Addendum #1

While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract, but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

END OF SECTION

Addendum #1

SECTION 310
GENERAL INSTRUCTIONS TO BIDDERS

1.01 CONTRACT PRICE

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

- A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.
- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
 - 1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
 - 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
 - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit,

Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
 5. **Pollution Liability Insurance:** The Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
 6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
 7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are 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;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

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

1.11 EXAMINATION OF SITE

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

**SECTION 400
GENERAL REQUIREMENTS**

1.01 DEFINITION OF TERMS

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
 - 1. City - The corporation of the City of Birmingham, Michigan
 - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
 - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - 4. Directed, required, permitted, etc. - Whenever in the specifications the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
 - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
 - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
 - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site whom shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall have control over the sequence of order of execution of the several parts of the work to be done under this contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by these specifications and plans, or by the express provisions of the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being, and which shall continue, or whether the work of both

contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

1.11 CONSTRUCTION STAKES

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefore.

1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

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

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer notifies the Contractor in writing that, in their opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.
- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.

- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with the attached appropriate quantities as measured or estimated by the Superintendent.
- C. Request for Final Payment shall be made by an officer of the company submitting final quantities to the Engineer based upon the value of the work performed and materials completed in

accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
- E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
- F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
- G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
- H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
- I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
- K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
- L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
 - 1. The City will retain ten (10) percent of the amount earned from partial payments.
 - 2. The City will not pay interest on amounts retained from partial payments.
 - 3. The provision to settle disputes in accordance with Act 524 will not apply.

1.44 SETTLEMENT OF DISPUTES

- A. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suite in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be

settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suite in the Oakland County Circuit Court or the 48th District Court.

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

- A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

Total Hours Worked	Crew Days Charged
When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting.	-One-half (1/2) crew day
Under four (4) hours	-One-half (1/2) crew day
Four (4) hours or more	-One (1) crew day
Over Eight (8) hours or more	- Three eights (3/8) crewday for each two hour or part thereof

- B. The above hours are only for the usual working days of Monday through Saturday.
- C. All Sunday work shall multiply the number of crew days by a factor of 2.0.
- D. All holiday work shall multiply the number of crew days by a factor of 2.0. Holiday work shall include all legal holidays, and any other days when the Municipal Building of the City of Birmingham is officially closed.
- E. The amount bid shall be included in comparative evaluation of the bids. OMISSION OF THIS ITEM, WHEN CALLED FOR, SHALL BE CAUSE FOR REJECTION OF THE BID.
- F. The City of Birmingham will bill the Contractor six hundred fifty (\$650) dollars per day for each day they require inspection according to the Engineer. The bill must be paid monthly to the City

of Birmingham Treasurer. A thirty (30) day grace period will be provided in which to pay the inspection bill, after which a 1% per month late fee will be assessed. All inspection bills must be paid prior to issuance of final payment.

- G. In the event that the number of crew days required is less than the amount bid, the excess shall be paid to the Contractor at the end of the project. If the number of days required is more than the amount bid, the pay item shall remain as the amount bid, and all days used shall be due to the City prior to final payment.
- H. If the quantity of work under the Contract varies from that stated in the Proposal, the number of "crew days" allowed under the bid item shall be increased or decreased in proportion to changes in the total value of work under the Contract. This revision in the number of crew days shall be agreed upon at the time the Contract quantities are revised.
- I. The Contractor shall give the City Engineer at least twenty-four (24) hours notice, exclusive of Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.
- J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.
- K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.
- L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:
 - 1. General
 - a. Material Testing (not the operations done by a testing laboratory).
 - b. Checking barricades and lighting.
 - c. Checking maintenance of traffic.
 - d. Emergency conditions, as determined by the Engineer.
 - e. Measuring quantities when said measurements are taken during one of the operations included within this list.
 - 2. Clean-Up and Complaints
 - a. Replacement of driveways, sidewalks, pavement, etc.
 - b. Checking restoration and answering complaints.
 - 3. Water Mains and Appurtenances
 - a. Excavation.
 - b. Laying of Mains.
 - c. Installing Valves and Hydrants.
 - d. Tunneling, Jacking or Boring of Water Mains.
 - e. Backfilling of Trenches.

- f. Restoration of Existing Conditions.
 - g. Cleanup.
 - h. Pressure Testing.
 - i. Cleansing and Disinfecting.
 - j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
 - k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
4. Concrete Pavement
- a. Excavation and Preparation of the Site.
 - b. Mucking and Filling Ditches.
 - c. Pavement Removal.
 - d. Subgrade Preparation and Fine Grading.
 - e. Adjusting and Reconstructing Existing Structures.
 - f. Sub-Base Construction.
 - g. Checking Form Alignment and Grade.
 - h. Placing of Concrete.
 - i. Constructing Compression Cylinders.
 - j. Finishing of Concrete.
 - k. Placing of Cold Weather Protection.
 - l. Sawing and Sealing.
 - m. Finish Grading.
 - n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
 - o. Adjusting Existing Driveways and Sidewalks.
 - p. Seeding and Mulching.
 - q. Restoration.
 - r. Site Clean-Up.
 - s. Checking final pavement prior to final acceptance for conformance to specifications.
5. Sanitary, Combined, and Storm Sewers, and Appurtenances
- a. Excavation and Preparation of the Site.
 - b. Checking Sewer Pipe.
 - c. Installing Pipe Bed.
 - d. Laying Pipe.

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- e. Installing House Leads.
 - f. Tunneling, Jacking or Boring of Sewer.
 - i. Mining Operation:
 - ii. Placement of Concrete:
 - One (1) Inspector in Tunnel.
 - One (1) Inspector Top Side.
 - g. Constructing Manholes, Catch Basins, Inlets.
 - h. Backfilling.
 - i. Restoration.
 - j. Infiltration or Ex-Filtration Tests.
 - k. Site Clean-Up.
 - l. Final checking of sewers prior to releasing for connections to be made or placing in service.
 - m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
6. Reinforced Concrete Structures
- a. Excavation for Structure.
 - b. Sheeting.
 - c. Checking Forms and Resteel.
 - d. Placing of Concrete.
 - e. Backfilling Around Structures.
 - f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
- a. Excavation.
 - b. Preparation of Subgrade.
 - c. Construction of Base.
 - d. Preparation of Existing Pavement.
 - e. Priming Base Course.
 - f. Construction of Bituminous Concrete Pavement or Surface.
 - g. Checking of Material.
 - h. Checking of Asphalt Plants.
 - i. Checking of Final Pavement for Conformance to Specifications.
 - j. Restoration.
 - k. Site Clean-Up.

- M. Inspection rates for crew days will be charged as follows:
1. Half Day = \$325.00
 2. Full Day = \$650.00
- N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

END OF SECTION

SECTION 710
PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

- A. Provide materials in accordance with subsection 602.02 of the Standard Specifications for Construction and the contract. Concrete Grade 3500HP requires optimized aggregate gradation and 25 to 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material (slag cement, fly ash). Do not use other concrete Grades or Types In lieu of Grade 3500HP. Prepare the optimized aggregate gradation and perform process control according to the procedure for Optimized Aggregate Gradation included in the contract.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.
- C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.
- D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.
- E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

- A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 EQUIPMENT

- A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

3.03 MAINTAINING TRAFFIC

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 CONCRETE PAVEMENT REMOVAL

- A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.
- B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

3.05 CUTTING TREE ROOTS

- A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

3.06 EXCAVATION

- A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.
- B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.
- C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.
- D. Excavation material shall be disposed of by the Contractor in the following order of preference:
 - 1. Along the site of the work to fill requirements of the work.
 - 2. At the Contractor's own dump sites.
- E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and

fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.

- F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.
- G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.
- H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

3.07 PREPARATION OF SUBGRADE

- A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.
- B. On large patches, compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density. On smaller patches that will not allow the use of a roller, compaction shall be accomplished by a hydraulic hoe-pack or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.
- C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.
- D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.
- E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
- F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of thirty (30) to fifty (50) tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

3.08 INSTALLING ROADWAY BASE

- A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than 6" layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements. Aggregate shall be 8 inches thick 21AA limestone.

- B. The aggregate base shall not be placed if the subgrade is saturated.

3.09 ADJUSTING CASTINGS

- A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

3.10 FORMS

- A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.
- B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.
- C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.
- D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.
- E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) of an inch under the impact, thrust and weight of the heaviest machine carried on the forms. Each form shall be fully pinned with pins of an adequate length, and the soil under the forms shall be thoroughly compacted by use of a mechanical form tamper or vibrator.
- F. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.
- G. When applicable, forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

3.11 POURING CONCRETE

- A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.
- B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

- D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.
- E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.
- G. If more than 90 minutes have elapsed since batch time, as documented on the load ticket from the concrete plant, the concrete load shall be rejected by the Engineer.

3.12 PAVEMENT CONSTRUCTION

- A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.
- B. The concrete shall then be floated by means of a hand operated wood or magnesium float not less than five (5) feet long.
- C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.
- D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.
- E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.
- F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.
- G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.

- H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following burlapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.
- I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.
- J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.
- K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.
- L. Any laitance deposited on pavement shall be immediately cleaned off.
- M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

- A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.
- B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.
- C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.
- D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.
- E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

- F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.
- B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.
- C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

- A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

- A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.
- B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

- A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.
- B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

- A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.
- B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.
- C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.
- D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

- A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.
- B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.
- C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.
- D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of two (2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.
- E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.
- F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.
- G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

3.20 CONCRETE HEADERS

- A. Concrete end headers (City of Birmingham Standard Paving Det. #10) shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.
- B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

3.21 SAW CUTTING

- A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.

- B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

3.22 DAMAGE BY CONSTRUCTION

- A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

3.23 MEASUREMENT AND PAYMENT

- A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.
- B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

END OF SECTION

SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS

PART 1. GENERAL

1.03 SUMMARY

- A. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.
- B. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

- A. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

- | | |
|--------------------------------|-------------------|
| A. Portland cement | ASTM C-150 |
| B. Fine Aggregate | ASTM C-33 |
| C. Coarse Aggregate | ASTM C-33 |
| D. Fly Ash, Class F | ASTM C-618 |
| E. Slag Cement, Grade 100, 120 | ASTM C-689 |
| F. Silica Fume | ASTM C-1240 |
| G. Blended Cements | ASTM C-595 |
| H. Air Entraining Admixtures | ASTM C-260 |
| I. Chemical Admixtures | ASTM C-494 |
| J. White Membrane Cure | ASTM C-309 Type 2 |

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

- A. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent

testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in ASTM E 29 when determining significant digits for reporting expansion test results.

1. Method 1. ASTM C 1293. Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

2. Method 2. ASTM C 1567. Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of ASTM C 595 containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in ASTM C 1567 using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

3. Method 3. ASTM C 1260. Mortar Bar Test. If the expansion of the mortarbars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation. The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

3.04 QUALITY CONTROL

- A. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.
- B. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.
- C. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.05 AIR ENTRAINMENT

- A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.
- B. Paver placement:
 - 1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.
 - 2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.
 - 3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two consecutive tests deviates by more than 0.5% from the current accepted air loss.
- C. Hand placed concrete:
 - 1. The air content for non-slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.06 CONSTRUCTION PROCESSES

- A. Aggregate control
 - 1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.
 - 2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.
- B. Mixing
 - 1. Central mix plants
 - a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

b. Drum Mix Plants:

- i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer through out the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.

c. Ribbon mixers:

- i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

2. Truck mixers

- a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.
- b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous thirty (30) calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.
- c. The required mixing shall be between seventy (70) and ninety (90) revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.
- d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should

variation within the batch. Should the slump variation between two (2) samples taken, one (1) after approximately 20% discharge and one (1) after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.

- e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than thirty (30) minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than two (2) gallons per twenty-five (25) square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

**SECTION 712
CONCRETE SIDEWALK CONSTRUCTION**

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Concrete Durability Requirements

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.
- B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

- A. The concrete mixture shall meet the requirements of MDOT Mixture 3500, with 3,500 PSI minimum compressive strength, and utilize 6AA coarse aggregate and Type 1A Portland Cement.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).
- C. Admixtures shall be used only when specified or authorized by the Engineer.
- D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 TRUNCATED DOMES / DETECTABLE WARNING

- A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):	1.10 Dry / 1.06 Wet
Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709):	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5000 lbs
Tensile Strength (ASTM A-48)	35,000 PSI

- B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.
- C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.
- D. Truncated Domes / Detectable Warning shall be at least 2 feet deep along the direction of travel. The detectable warning plate width shall generally be 5 feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.
- E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works, or approved equal.

2.03 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 PREPARATION

- A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.
- B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.
- C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

- E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- F. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.03 SIDEWALK THICKNESS

- A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

3.04 DISPOSAL OF WALK AND EXCAVATED MATERIALS

- A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

3.05 PREPARATION OF SUBGRADE

- A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.
- C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- D. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

3.06 PROTECTION OF TREES

- A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

3.07 BARRICADES AND LIGHTS

- A. Barricades and lights shall be placed in accordance with the "Public Safety" section of the "General Requirements" section of these specifications. In addition, the following requirements shall be met.
- B. Barricades used under this contract shall be "horses" or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.
- C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.
- D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

3.08 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

3.09 FORMING

- A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.
- B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain on line and grade during the placement of concrete.
- C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.
- D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

3.10 PLACING AND FINISHING CONCRETE

- A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.
- B. The subgrade shall be thoroughly wetted and the concrete shall be deposited thereon to the proper depth. So called "two course" pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

- D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- E. No concrete shall be poured on a frozen, dry, saturated or uncompacted subgrade.
- F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.
- G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

3.11 JOINTS

- A. Joints shall be constructed true to line, with their faces perpendicular to the surface of the sidewalk, and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.
- B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.
- C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.
- D. Expansion Joints - Expansion joints shall be of the pre-molded non-extruding bituminous fiber filler type.
- E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one, one-half (1-1/2") inch expansion joint shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.
- F. One-half (1/2") inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and also between sidewalk and abutting parallel curb or gutter.
- G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width, and shall be finished smooth and true to line.
- H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

3.12 WHITE MEMBRANOUS CURING

- A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.
- D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.13 SIDEWALK RAMPS

- A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.
- B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.
- C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.
- D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be five (5) feet wide by two (2) feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

3.15 PROTECTION OF EXISTING LAWNS

- A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.
- B. The Contractor shall protect existing lawns at all times during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

3.16 UNDERGROUND SPRINKLER SYSTEMS

- A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinkler systems.

3.17 SERVICE WALKS

- A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.
- B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

3.18 CONSTRUCTION AT PAVED DRIVEWAYS

A. Sidewalk Replacement at Concrete Driveways

- 1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

B. Sidewalk Replacement at Asphalt Driveways

- 1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The Contractor shall be responsible to replace the asphalt to be paid for using the appropriate pay items for Handpatching.
- 2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting concrete on the surface of any asphalt drive.

C. New Sidewalk at Concrete Driveways

- 1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.

D. New Sidewalk (asphalt drives)

- 1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

3.19 CONSTRUCTION AT UNPAVED DRIVEWAYS

- A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

3.20 FINAL GRADING

- A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of ten (10) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.
- B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.
- C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.
- D. Straw or equivalent mulch must be tackified to prevent displacement by wind. Hydro-seed blends (hand applied for small areas) is encouraged. Monofilament laced mulch blankets are not permitted.
- E. In unimproved areas, clean excavated material may be used for grading.

3.21 PAYMENT

- A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; removal of forms; and grading as specified.
- B. There will be no additional payment for removing and replacing unstable subgrade.
- C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

END OF SECTION

**SECTION 715
EXPOSED AGGREGATE SIDEWALK CONSTRUCTION**

PART 1. GENERAL

1.01 SUMMARY

- A. Exposed Aggregate sidewalks shall be installed for the City of Birmingham according to the provisions described in this section.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. The Contractor shall submit a mock-up sample for the City's approval, of which shall be matched.
- B. The Contractor shall submit a mix design closely resembling the mix described below for review and approval prior to starting work.

PART 2. MATERIALS

2.01 EXPOSED AGGREGATE CONCRETE MIX

- | | | | |
|----------------------|----------------|-----------------|-------------|
| A. Sand: | 2NS | ASTM C-33 | 1080 pounds |
| B. Course Aggregate: | 17A | ASTM C-33 | 1980 pounds |
| C. Cement: | Type 1 | ASTM C150 | 588 pounds |
| D. Water: | City Tap Water | 31.5 gallons | |
| E. Admixture: | ASTM C260* | 11.3 oz./cu.yd. | |

* Darex A.E.A. By W.R. Grace Co.

Concrete strength shall be 4,000 psi at 28 days, with 6% + or - entrained air. Mix design shall not have less than 6.25 sacks of cement per cubic yard and shall be approved by the City of Birmingham Engineering.

2.02 EXPANSION JOINTS

- A. Material for the joint shall be resilient, non-extruding type premolded bituminous impregnated fiberboard. All expansion joints shall be filled with sealant, using a two part polysulfide sealant, self leveling, and light gray color. Submit color sample for approval. Federal Specifications TT-S-0027e, Type 1, Dow Corning #780 or equal.
- B. A sealant backer rod shall be used of compressible rod stock of polyethylene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility by sealant manufacture.

2.03 SURFACE RETARDANT

- A. The exposed aggregate finish surface shall be exposed by use of surface retardant "Preco EAC-S" or approved equal.
- B. Retarders and sealers shall be clear. White or colored retarders and sealers will not be permitted.

PART 3. EXECUTION

3.01 EXPANSION JOINTS

- A. A 1" expansion joint shall be placed between the existing buildings and new pavement (sidewalk). All other expansion joints shall be ½" unless otherwise noted. Provide expansion joints as shown in the plans unless otherwise determined by the City, and between plain and exposed aggregate sidewalk.

3.02 CONCRETE POURING

- A. Concrete shall be placed, leveled and floated in normal fashion. Shortly following floating, retardant may be sprayed or brushed over the surface following manufacturer's specifications.

3.03 EXPOSITION OF AGGREGATE

- A. Immediately after the slab has been screened and darbied, the aggregate shall be "washed" in a uniform manner until the entire surface is exposed. A thorough 'exposing' of the embedded aggregate shall be performed until all aggregate is left just above the surface, leaving no holes or openings in the surfaces.
- B. The surface shall then be brushed and washed until all the aggregate is exposed and free of cement film.

3.04 CURING

- A. Once the concrete is sufficiently cleaned and cured, the Contractor shall apply Concrete Curing and Sealing compounds in accordance with Section 721 and the manufacturer's installation instructions. Installation for the curing and sealing compound shall be incidental to the cost of the sidewalk where the concrete is being removed and replaced.

3.05 PROHIBITED EXECUTION PRACTICES

- A. The installation method referred to as "seeding" will not be permitted.

END OF SECTION

SECTION 717
BRICK PAVER SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. Brick Pavers shall be installed for the City of Birmingham according to the provisions described in this section.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

PART 2. MATERIALS

2.01 CONCRETE BASE

- A. Materials and methods for placing concrete base shall be as specified in the "Concrete Sidewalk Construction" specifications. Reinforcement and drainage holes shall be installed as shown on the standard details.

2.02 SAND-CEMENT LEVELING BED

- A. The brick pavers shall be placed on a sand-cement leveling bed. The sand-cement leveling bed shall consist of one (1) part of Portland cement and six (6) parts sand.

2.03 BRICK PAVERS

- A. Brick Paver sidewalks and brick paver steps shall be constructed in accordance with City of Birmingham Standard Details for "Sidewalk Ramps and Brick Paver Sidewalks."
- B. Brick pavers shall be manufactured from the finest quality fire-clay or shale, producing a dense, low absorption body with at least the equivalent of 100 cycles of freeze-thaw conditions. The manufacturer shall be the Fairfield Brick Company, Zoarsville, Ohio, or an approved equal. The type of brick shall be shade #1201, or an approved equal, size 4" x 8" x 2 1/4". The #1201 brick pavers may be purchased through the Colonial Brick Company, 12844 Greenfield Road, Detroit, MI. Their telephone number is 313-272-2160.

2.04 WOOD EDGING

- A. Wood Edging shall be 1" by 4" or larger.

PART 3. EXECUTION

3.01 LEVELING BED PREPERATION

- A. The leveling bed shall be thoroughly compacted and screeded off at a grade that provides for the thickness of the brick pavers.

3.02 PLACEMENT

- A. The brick shall be laid in a running bond pattern with hand tight joints keeping good alignment. There shall be a maximum vertical variance between adjacent bricks of 1/16".

- B. After the brick pavers have been installed, the Contractor shall sweep sand-cement (6 to 1 mixture) into all joints, until all voids are filled. It may be necessary to repeat that procedure several times to fill the joints. Following the joint filling, all excess sand-cement shall be removed from the surface.

3.03 BRICK PAVER STEP

- A. This item covers the installation of a 12" wide (approximate width) section of brick pavers with mortar joints installed at step locations in brick paver sidewalks.
- B. The brick pavers used in the brick steps shall meet the requirements of the "Brick Pavers" section of these specifications.
- C. The mortar shall consist of a 1:2 mix of portland cement and sand, gauged with LATICRETE Liquid 3701. Sand and cement shall first be mixed dry and then sufficient LATICRETE 3701 Liquid added to bring the mortar to the proper consistency for placing. LATICRETE is available at the Boomer Company, 1940 E. Forest, Detroit, MI. Their telephone number is (313) 832-5050.
- D. LATICRETE installation shall be in strict accordance with the manufacturer's instructions.
- E. Sand for mortar shall be clean silica sand composed of grains graded in size up to such grains as will, when dry, readily pass a screen having 6 meshes per inch. It shall contain not more than 5% of weight of clay, loam and other materials sufficiently fine to pass a 100 mesh sieve.
- F. Joints shall be packed full and free of all voids and pits. Excess mortar shall be cleaned from the face of the pavers as the work progresses. Cleaning shall be done while the mortar is fresh, and before it hardens on the surface.
- G. Red coloring shall be added to the mortar to make the mortar joints match the color of the brick pavers as closely as possible. The material for the red coloring shall be intended by the manufacturer for coloring mortar and/or concrete. The coloring material shall be mixed into the mortar in accordance with the manufacturer's instructions.

3.04 WOOD EDGING

- A. Wood edging shall be installed along the brick perimeter of tree openings. The wood edging will temporarily hold the brick pavers in place until the City can place "prairie film" in the tree openings. The wood edging shall be 1" x 4" or larger. A sufficient number of wood stakes shall be attached to the wood edging to hold it in place without bending. The stakes shall be driven flush with the ground surface.

3.05 PAYMENT

- A. Payment for "Construct Brick Paver Sidewalk" will be made at the contract unit price per square foot, which price will be payment-in-full for excavating, and furnishing and installing: the concrete base; the sand-cement leveling bed; the brick pavers; wood edging; and thickening the edges of new sidewalks abutting brick paver sidewalks.
- B. Payment for "Construct Brick Paver Step" will be made at the contract unit price per linear foot, which price will be payment-in-full for furnishing and installing the brick step in accordance with the plans and specifications, which includes the construction of the underlying concrete base and adding coloring to the mortar.
- C. There will be no separate payment for wood edging, as that work is considered to be incidental to "Construct Brick Paver Sidewalk".

END OF SECTION

**SECTION 721
CONCRETE CURING AND SEALING COMPOUNDS**

PART 1. GENERAL

1.01 SUMMARY

- A. This section covers curing and sealing compounds for both new and existing exterior exposed aggregate concrete surfaces. This work is related to the installation of exposed aggregate concrete sidewalks. Refer to Section 712 and Section 715 for concrete installation information.

1.02 REFERENCES

- A. AASHTO M 148 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
- C. ASTM C 1315 – Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- D. Federal Specification TTC 800A.

1.03 SUBMITTALS

- A. The Contractor shall submit all manufacturers' product data to the City for approval prior to installation, including surface preparation and application instructions.

PART 2. MATERIALS

2.01 ACCEPTABLE MANUFACTURERS

- A. The Euclid Chemical Company, or W.R. Meadows, or Equal.

2.02 CURING AND SEALING COMPOUND

- A. Concrete curing and Sealing Compound shall be an acrylic copolymer based curing, sealing, hardening, and dust proofing membrane – Euclid Super Rez-Seal, W.R. Meadows Expo-Gloss or approved equal.
- B. Concrete Curing and Sealing Compound shall meet or exceed the following standards:
 - 1. AASHTO M 148, Type 1 and 1D.
 - 2. ASTM C 309, Type 1 and 1D, Class B.
 - 3. ASTM C 1315, Type 1, Class C.
 - 4. Federal Specification TTC 800A, Type 1.
 - 5. Maximum VOC content of 700 g/L in accordance with EPA 40 CFR Part 59, Table 1, Subpart D for concrete curing and sealing compounds.
- C. Concrete Curing and Sealing Compound shall be USDA approved, UV Resistant and Non-yellowing.

PART 3. EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Contractor shall store materials in clean, dry area in accordance with manufacturer's instructions. Care should be taken to store the materials in such a manner that they are secure from access to the public. The Contractor shall not use the road right of way for overnight storage of sealing and curing compounds. Keep containers sealed until ready for use. Contractor shall protect materials during handling and application to prevent damage or contamination.

3.02 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall not apply curing and sealing compound when the concrete surface or air temperatures are below 40 degrees F (4 degrees C).
- B. The Contractor shall not apply curing and sealing compound when material temperature is below 50 degrees F (10 degrees C).

3.03 INSTALLATION

- A. Contractor shall examine concrete surfaces to receive curing and sealing compound and notify the Engineer if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions are corrected.
- B. Contractor shall prepare concrete surfaces in accordance with manufacturer's instructions. Ensure surfaces are clean and free of standing water. Remove dirt, dust, oil, grease, sealers, and other materials that may prevent adhesion of curing and sealing compound.
- C. Contractor shall apply curing and sealing compound to concrete surfaces in accordance with manufacturer's instructions. Curing and sealing compounds shall be installed at a uniform coverage rate in accordance with manufacturer's instructions. Apply as soon as possible after finishing and immediately after disappearance of surface moisture sheen, when used to cure freshly placed concrete.
- D. Protect horizontal surfaces from traffic until curing and sealing compound has cured.

END OF SECTION

SECTION 750
HOT MIX ASPHALT PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of plant mixed Hot Mix Asphalt (HMA) pavements.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all hot mix asphalt to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 HOT MIX ASPHALT PAVEMENTS

- A. The hot-mix asphalt mixture designations shall be as specified on the drawings for wearing (surface) course, leveling course, and base course as applicable. All mix designations shall meet applicable minimum requirements per MDOT standard specifications for construction.
- B. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (12SP501(F)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.
- C. Binder from Recycled Asphalt Pavement (RAP) materials shall be limited to not more than 17 percent of the total mix binder content by weight. Final binder for all mixes shall meet specification requirements for Performance-Grade PG64-22.
- D. Bond coat shall be SS-1h.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 ASPHALTIC - BITUMINOUS

- A. For purposes of these specifications, the words, "asphaltic" and "bituminous", and comparable variations of such words, will be considered to be interchangeable.

3.03 MAINTAINING TRAFFIC

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction,

however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 ADJUSTING CASTINGS

- A. This work will consist of adjusting manhole, gate well and drainage structure castings to the elevation of the finished surface in accordance with the "Adjusting Drainage Structure Covers" section of the MDOT specifications.
- B. In concrete pavements, the top of the concrete replaced around castings shall be held down two (2) inches below the elevation of the finished surface.
- C. Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with portland cement concrete to the elevation of the leveling course.
- D. Variable adjusting castings shall not be used unless specifically authorized by the Engineer.
- E. The City may elect to replace some castings. In such cases, the Contractor shall deliver the old castings and pick up new castings at the City Department of Public Services (DPS) yard on Eton Road. That work will be considered to be incidental to Adjusting Castings.

3.05 PREPARATION OF EXISTING PAVEMENT FOR ASPHALT OVERLAY

- A. Repairing Concrete Curb & Slab Replacement
 - 1. Concrete for concrete curb and slab repairs shall meet the requirements for concrete for Portland Cement Concrete Pavement Construction.
 - 2. Repairs to existing concrete pavements shall be made in accordance with MDOT Standard Drawing R-44-F, latest edition.
 - 3. Curb repairs shall join existing curbs at existing joints, cracks (where authorized by the Engineer), or at saw cut joints where saw cutting is necessary. Unless otherwise provided for in the specifications, saw cutting shall be incidental to the other work on this project.
- B. Removing Bituminous Surface For Joints
 - 1. This work will consist of stripping joints in existing bituminous surfaces in accordance with the "Removing Bituminous Surface" section of the MDOT specifications.
- C. Chipping Pavement Around Structures
 - 1. At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to one and one-half (1 1/2) feet, as designated by the Engineer, around the casting to a depth of at least one (1) inch, completely around the structure.
- D. Hand Patching
 - 1. Hand patching shall be performed where called for in the plans and specifications, or where directed by the Engineer.
 - 2. Areas where pavement surfaces are badly deteriorated or cracked into small sections will be repaired using this method.
 - 3. Hand patching will include stripping, chipping, milling or otherwise removing existing surface materials from deteriorated areas in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous material approved by the Engineer.

4. Joint repairs shall be done in conformance with Detail 7 and 8 on MDOT Standard Plan R-44, latest edition, except as modified by the project plans and specifications. This work will consist of chipping joints in the existing concrete pavement surfaces in accordance with the "Chipping Concrete Pavement for Joints" section of the MDOT specifications.
5. Following the removal of the existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.
6. Hand patching will not include wedging of low areas.
7. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

E. Joint Clean Out

1. Excess filler in cracks or joints, which may cause bleeding or instability in the opinion of the Engineer, shall be removed to the elevation of the pavement surface. This work is considered to be incidental to the asphalt pavement installation on the project.

3.06 BOND COAT

- A. The amount of bond coat applied to existing pavement surfaces shall be 0.15 gallon per square yard, or less if directed by the Engineer.
- B. The amount of bond coat applied to new HMA surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.
- C. Bond coats shall not be diluted, unless authorized by the Engineer.
- D. Proper precautions shall be taken to prevent smearing bond coat on adjacent pavement surfaces, curbs, walks, castings, lawns or shrubbery. The Contractor shall remove all such bond coat smeared on the above mentioned items.
- E. There is no separate pay item for bond coat, as such work is considered to be incidental to asphaltic surfacing.
- F. The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used in order to verify the application rate.

3.07 PLACING BITUMINOUS MIXTURE

- A. At the end of each period of work on the wearing surface, joints shall be formed by laying and rolling against boards of the thickness of the wearing surface placed at right angles to the centerline across full width of pavement, or by such means as approved by the Engineer.

3.08 MEETING DRIVEWAYS OR OTHER SURFACES

- A. Where new asphaltic concrete surfacing is higher than abutting paved driveways or other paved surfaces, the Contractor shall place asphaltic wearing course mixture over such driveways or other paved surfaces to provide a transition to meet the new surface elevation. Where the abutting paved surface drains towards the new surfacing, the surfacing mixture shall be extended for a distance sufficient to provide for drainage onto the new surface, as directed by the Engineer. The surfacing mixture may be feathered to zero thickness at the end of the surfacing.
- B. The Contractor shall place bond coat over abutting areas to be surfaced.
- C. There is no separate pay item for this work, and payment will be included under the pay item for the asphaltic mixtures used.

3.09 BASIS OF PAYMENT

- A. Payment for the types of asphalt pavement and pavement repairs shall be as listed in the Proposal. Bid prices for work items listed in the Proposal shall include all other work necessary for a complete job.

END OF SECTION

SECTION 900
SUPPLEMENTAL SPECIFICATIONS

PART 1. GENERAL

1.01 SCOPE

- A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as modified in this Contract Document.
- B. The work covered by this Contract shall consist of those items listed in the proposal. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in completing all requested concrete pavement removals and replacements, restoration, sealing, asphalt patching, and other work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part.

1.02 MATERIALS

- A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and approve the material before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.
- B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.
- C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.
- D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 TRAFFIC MAINTENANCE AND CONTROL

- A. Prior to closing any of the streets on this project to through traffic, the Contractor shall supply cones, barriers, and warning signs in accordance with the plans and the MMUTCD. Road closure signage shall not be erected more than two (2) work days in advance of planned closing, and erection of signing shall not begin until approved by the Engineer.
- B. The Contractor shall provide all materials, labor and equipment necessary to install, maintain and remove traffic control devices and to maintain access to driveways (including

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temporary gravel or cold patch). In general, the Contractor shall keep roads accessible to all residents during all phases of the project, except as follows:

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- a. If concrete or asphalt work is required across a driveway, the work shall be done expeditiously after removals, so as to keep residents parking on the street or other driveways to a minimum.
- b. If asphalt or concrete is being placed, or during the curing period for concrete pavement.
- c. If open removals in the road makes driving in the immediate area hazardous.
- C. The Contractor shall be responsible for maintaining traffic control that allows local access to the residents as specified above, including having flag control or labor to move barricades as necessary to facilitate both their operations and local traffic.
- D. On major roads, the Contractor shall supply a flashing arrow board for each lane closure or diversion. No closures shall occur on major roads until the time, layout, and signing has been approved by the Engineer. The Contractor shall maintain and operate all needed signs, arrow boards, and barricades until the closure is ready to be removed. Lane closures and lane shifts shall be conducted in accordance with the MMUTCD.
- E. All traffic control materials and labor shall be incidental to the other pay items in this Contract, and shall not be paid for separately, with the exception of work areas within major streets where a flashing arrow board, extended taper, and advance warning signs are required. The Contractor is encouraged to consider varying work areas when preparing their bid. For example, work in the Central Business District will require additional coordination, traffic control measures (both for vehicles and pedestrians), and guarding of work areas. These costs must be factored in the base unit prices bid, and are not subject to additional payment to cover these factors.

1.04 LAWN SPRINKLERS

- A. In General, the Contractor shall take all necessary precaution to maintain all items placed in the right-of-way, and any items removed or damaged shall be replaced in kind. The Contractor shall take precautions not to damage private sprinkler systems, and shall repair any sprinkler damage that occurs during construction. This work shall be incidental to the work items being performed.
- B. If a lawn sprinkler line is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall make the permanent repair in a timely manner.

1.05 STAGING OF EQUIPMENT AND UNWANTED MATERIALS

- A. Waste materials such as clay, dirt, sod, and broken concrete shall be disposed of on a daily basis at the Contractor's expense, off site. Storage of waste materials overnight within the public right-of-way is prohibited.
- B. The City is not obligated to provide large areas to store equipment for the Contractor during the execution of this Contract. The Contractor shall bring just enough equipment to the job site to complete the work, and all items should be used on a daily basis. The Contractor shall plan to park equipment in the right-of-way in the immediate area of that

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day's work, and shall plan to move it to the next area on a daily basis. Long term parking in the public right-of-way shall not be allowed. The City does not have suitable parking areas within the limits of the City for this purpose.

1.06 TIMING OF WORK

- A. The Contractor shall commence activities requiring inspection no earlier than **Tuesday, September 3, 2024.**
- B. The Contractor shall have Division 4 – ADA Ramps and Division 8 – Bike Racks substantially completed by **October 15, 2024** and with final completion date for restoration on Friday **November 1, 2024.**
- C. The Contractor shall have Division 1 – Scattered Concrete Repairs Substantially completed by **November 1, 2024** and finally completed by **November 15, 2024**
- D. The Contractor shall have all other divisions substantially completed by **May 30, 2025**, including all restoration and punch list work. Substantial completion shall be defined as all pavement materials being placed, all landscaping work completed, all greenbelt areas restored to final grade with topsoil and sod, or seed and mulch, and all debris and temporary signing removed from the work site(s). The Contractor shall have all work on the project finally completed by **June 15, 2025.**
- E. Removed concrete road sections and/or sidewalks are considered a liability to the City and to the Contractor. All sidewalk areas that are removed shall be repaved within forty-eight (48) hours of removal. All concrete road patches shall be poured within twenty-four (24) hours of removal.
- F. The Contractor shall be required to plan his activities such that sidewalks or streets shall be out of service the shortest time practical. As an example, all concrete removed on a Friday shall be poured again either that same Friday, or the Saturday thereafter, weather permitting. No removal areas shall be initiated on a Saturday.
- G. The Engineer has the right to halt all further removals if the weather forecast clearly indicates that repaving of planned removal areas will not be able to meet the timing expectations of this section.

PART 2. SCATTERED CONCRETE REPAIRS

2.01 DESCRIPTION

- A. The Contractor shall repair concrete streets, curbs, and sidewalks in various locations throughout the City, outside of the program areas as designated on the attached maps. The majority of scattered repairs fall into the following categories:
 - 1. Utility Repairs – Damaged sections of streets, alleys, or sidewalks caused by sewer and/or water service work, water main breaks, or drainage structure repairs have generally been backfilled with gravel, and surfaced with hot or cold asphalt patch.
 - 2. Repairs due to Deterioration – Streets, alleys, and sidewalks shall be repaired as directed in various locations due to deterioration of the existing pavement. Such repairs will generally involve removal of the existing concrete pavement as a part of the work. The majority of this work shall be located on a small number of streets and alleys, spread out throughout the City.

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- B. The Contractor should anticipate over one hundred (100) locations throughout the City that will need repair outside of the sidewalk program areas. One street within the program area may have large sections of work needing to be done within a small area, while other repairs will be rather small and isolated. All repairs shall be completed at the same unit prices within their respective category.

2.02 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This pay item will be used to remove and replace existing curbs in the following locations:
1. Where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
 2. Where the existing curb has been damaged, removed, or is deteriorating.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING for Curbs pay item in this section of the contract.

2.03 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK / RAMP / DRIVE APPROACH

- A. In general, most of the sidewalks to be replaced as a part of this project shall be 4" thick concrete. The 6" concrete sidewalk and ramps will generally be the ramps that are adjacent to the road or within drive approaches.
- B. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition, but a small amount of replacement, particularly in scattered sections, is across sewer or water service trenches which have been patched with bituminous concrete or cold patch. Both types shall be considered the same and bid under items of walk replacement.
- C. A significant percentage of the sidewalk to be replaced have been raised or broken by tree roots. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- D. Generally the sidewalks within the project area are either four (4) foot wide or five (5) foot wide in the residential areas. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the project.
- E. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will need to be raised and/or lowered from the existing elevations, primarily at landing flags and/or ramp elevations to meet current ADA requirements. In some locations, there will be grading on to the adjacent properties to slope down to the new sidewalk elevation. In other areas, an integral curb may be called for by the Engineer. Minor grading (considered to be less than 6" of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.

- F. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- G. The payment for this work item shall be based upon the area of new sidewalk installed.
- H. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand or compacted gravel in the form excavations to provide for temporary use of the driveway. The Contractor shall repair the damage to asphalt driveways to be paid for under the HANDPATCHING pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.
- I. If a new sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4" walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.
- J. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

2.04 EARTH EXCAVATION

- A. The pay item is to be used only for earth excavation where sidewalk grade changes of greater than 6 inches are required to meet ADA regulations. When this pay item becomes necessary, the City will hire a Surveyor and Engineer to document the existing conditions and determine the expected excavation required. The Contractor is welcome to review these calculations to ascertain their accuracy.
- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 - 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.

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C. Earth Excavation shall include the following items:

1. Stripping of vegetation and topsoil within the grading limits.
2. Clearing of bush and removal of trees less than four (4) inches in diameter (when approved by the Engineer.).
3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and surfaces.
6. Proof-rolling subgrade.

D. The measured quantity for earth excavation is based on "in-place" yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The excavation pay item does not include the cubic yardage of removed concrete, nor of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for. The City mandates grading lawn areas as needed to adjust the adjacent property to the proposed sidewalk grade, using triangular repair area. However, if existing landscaping conditions make this inadvisable, the Engineer will request that an integral curb be installed on the sidewalk to help modify the grade. The integral curb shall never be more than six (6) inches high. Said integral curbs shall be paid for as part of the square footage of sidewalk places, and not paid for separately.

2.05 REMOVE & REPLACE 4" EXPOSED AGGREGATE SIDEWALKS

- A. **Quality control and matching adjacent existing pavement will be REQUIRED in exposed aggregate repair areas.** The Contractor awarded this project will be required to demonstrate at least one (1) example of exposed aggregate placed within a five (5) mile radius of Birmingham to verify their ability to do this work. If they have no such examples, a mock up shall be poured and provided for review and approval by the Engineer.
- B. Two (2) different mixes have been used in exposed aggregate pours placed in Birmingham since the program started in 1999. The mix described in Section 715 of these Specifications, as well as the detail sheet, uses a 17A stone for the aggregate. Other mixes placed in the past used a 6A stone. The Contractor will be asked to review the various exposed aggregate locations, determine which location will require which mix, and schedule concrete pours accordingly. Assuming both mixes are needed for repairs on this Contract, the Contractor shall have his concrete supplier submit exposed aggregate mix designs for both mixes for review and approval.
- C. The Contractor is encouraged to review the details on expansion joints for the exposed aggregate sidewalks. Those removal areas that involve repair of expansion joints shall have the joints repaired to match the original pattern. Expansion joint and caulk repairs in

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conjunction with exposed aggregate sidewalk repairs shall be incidental to the cost of the exposed aggregate sidewalk repair. Sealant shall also be placed after curing on all exposed aggregate sidewalk areas installed by the Contractor incidental to the installation of the exposed aggregate sidewalks unit price.

2.06 7" CONCRETE PAVEMENT REPAIR – MDOT TYPE P1 CONCRETE

- A. Scattered concrete repairs built at 7 inches thick are reserved for lower volume concrete streets that do not typically require significant barricading, lane shifts, or traffic control measures, other than to mark the actual area being closed, as well as to close off adjacent parking if needed.
- B. The work under these pay items shall conform to the Concrete Pavement Repair section and the Concrete Sidewalk Construction section of these specifications, as well as Sections 602 and 603 of the M.D.O.T. 2020 Standard Specifications for Construction.
- C. Those repairs wherein integral curb is also removed and replaced contiguous to the pavement repair, the curb area shall be measured by the square yard and included in the payment for Concrete Pavement Repair.
- D. When pavement is being replaced around a structure, such as a catch basin, the Contractor shall be paid by the unit measurement for the entire outside area of the repair, including the area occupied by the structure.
- E. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- F. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete down, to match the existing underside of the asphalt overlay. A separate asphalt crew shall perform the asphalt repairs later on to be paid for under the BITUMINOUS MIXTURE, 13A, VARIOUS THICKNESS. Any asphalt overlays that need repair in travel lanes on major streets shall be asphalt overlaid within five (5) work days after the concrete has cured. If the road is opened to traffic prior to having access to an asphalt repair, the Contractor shall wedge the transition at the edges as needed to make it safe for traffic prior to opening it to the public. The Contractor shall maintain barricading to warn motorists of a hazard if deemed necessary by the Engineer until the required asphalt patch can be completed.
- G. The Contractor will generally be asked to replace concrete at the thickness to match the adjacent concrete.
- H. The Contractor shall be prepared to excavate for, place, grade and compact up to 8" of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the SUBGRADE UNDERCUTTING, 8" 21AA LIMESTONE pay item.

2.07 SUBGRADE UNDERCUTTING, 8" MDOT 21AA LIMESTONE

- A. In areas where the existing pavement base is unstable, the Contractor shall excavate out the existing base, and install 8" of compacted 21AA MDOT limestone beneath the pavement.

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Removal, hauling, and disposal of excess excavated material shall be included in the unit price for this work item.

- B. If the Contractor needs to excavate further than 8" to reach a stable subbase, the quantity installed reported for this pay item shall be multiplied by the ratio of the actual depth of base repair installed divided by 8 inches (e.g. If there is a location where 12 inches of base repair are required and installed, then the area of base repair reported shall be $12/8 = 1.5$ times the area measured for that location).
- C. In areas where the existing base is stable, but is low relative to the desired new base grade for the planned concrete pour, supplemental 21AA stone shall be added to the base and compacted accordingly, incidental to the cost of the scattered concrete repair.

2.08 SAWCUTTING

- A. This pay item shall be used for sawcutting necessary for pavement removals on the scattered concrete repairs. It shall be measured by the linear foot of sawcutting required at the exterior of the repair area. Sawcutting needed for removal of sidewalk areas shall be incidental.

2.09 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

2.10 UTILITY STRUCTURE COVER ADJUSTMENT

- A. All manhole covers that are within the work area that need adjustment, but do not need any repairs below the top six (6) inches beneath the casting shall be paid for under this pay item. Contractor shall adjust the structures and re-install the casting to ensure that it is securely fastened to the structure.

2.11 TRAFFIC CONTROL LANE CLOSURE

- A. This pay item shall be used for lane closures necessary for construction within travel lanes and/or shoulders of major roads to ensure safety. This pay item shall include, but not be limited to, light boards, type III barricades, signage, barrels, flag person, etc. in conformance with M.D.O.T. Maintaining Traffic Typical Details for Non Freeway Roads and M.M.U.T.C.D.
- B. The Contractor shall provide a flat base price that considers all costs to prepare a work area that would close up to 100 l.ft. of major street (in the event that there are more than one work location within a short distance). If it is determined that a longer work area is required, the pay item shall be multiplied by a factor of 50%. For example, if a 200 ft. long work area is required, the pay item shall be paid at the unit of 1.5. Any work area extending for 100 ft. or less shall be paid for as a unit of 1.

2.12 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.

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- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to minimum possible to keep restoration costs down.
- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeding effort as needed to achieve final approval of the work.

PART 3. SIDEWALK PROGRAM – AREA 7

3.01 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This pay item will be used where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING pay item in this section of the contract.

3.02 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK / RAMP / DRIVE APPROACH

- A. In general, most of the sidewalks to be replaced as a part of this project shall be 4" thick concrete. The 6" concrete sidewalk and ramps will generally be the ramps that are adjacent to the road or within drive approaches.
- B. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition, but a small amount of replacement, particularly in scattered sections, is across sewer or water service trenches which have been patched with bituminous concrete or cold patch. Both types shall be considered the same and bid under items of walk replacement.
- C. A significant percentage of the sidewalk to be replaced have been raised or broken by tree roots. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- D. Generally the sidewalks within the project area are either four (4) foot wide or five (5) foot wide in the residential areas. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the project.
- E. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will need to be raised and/or lowered from the existing elevations, primarily at landing flags and/or ramp elevations to meet current ADA requirements. In some locations, there will be grading on to the adjacent properties to slope down to the new sidewalk elevation. In other areas,

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an integral curb may be called for by the Engineer. Minor grading (considered to be less than 6" of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.

- F. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- G. The payment for this work item shall be based upon the area of new sidewalk installed.
- H. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand or compacted gravel in the form excavations to provide for temporary use of the driveway. The Contractor shall repair the damage to asphalt driveways to be paid for under the HANDPATCHING pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.
- I. If a new sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4" walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.
- J. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

3.03 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item in the sidewalk program area is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

3.04 SALVAGE BRICK PAVERS/SALVAGE AND REINSTALL BRICK PAVERS

- A. During the execution of the work, the Contractor shall encounter other special pavement surfaces, such as slate, brick, concrete paver, or granite pavers that have been installed up against the area being worked on. These materials are considered as owned by the adjacent owner, not the City, as they have not been installed by the City. The Engineer or Contractor shall take a photograph of the existing conditions prior to removal to have a record of how they were constructed prior to removal. The photo shall be made available to both the Contractor and the Engineer as a record of the previous conditions.

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- B. The Contractor shall carefully remove the paver materials only as needed to install the concrete forms. If the materials being removed are on the street side of the sidewalk, they are to be stockpiled on the Owner's property in a nearby location that will not cause damage to the Owner's property. The location shall be mutually agreed upon, if the owner is available for consultation. If the owner is not available, they shall be placed in the location as directed by the Engineer. If the materials being removed are on the house side of the sidewalk, they are to be stockpiled on the Owner's property (similar to above). However, once the forms have been removed and the Contractor is ready to restore the area, the Contractor shall backfill the underlying area with compacted sand base to match the materials previously removed, and install the brick or other materials back to as closely match the previous conditions as possible.

3.05 RESTORATION

- A. Typically, restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement. The exception to this shall be those areas where handicap ramps require changes in grade such that separate plans have been prepared (as a part of this bid package), and earth excavation is being paid for separately. In those areas, the Contractor shall be required to grade the surrounding lawn areas as needed to meet the new grade. Three inches of topsoil, seed, and mulch shall be installed to restore such areas, and paid for as bid by the square yard.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3" of topsoil, grass seed, and mulch. This pay item shall also include removing existing turf and re-grading in the areas adjacent to new ADA ramps where the sidewalk elevations have changed.
- C. Topsoil shall be placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1" in diameter.
- D. Topsoil shall be a loamy material. Payment shall be made for topsoil placed to the depth specified, per square yard. Payment shall include all labor, equipment and materials necessary to place the topsoil.
- E. Restoration of grass areas shall generally be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- F. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- G. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- H. Should such areas fail to germinate satisfactorily, the Contractor shall be required to make additional grading and reseeded effort as needed to achieve final approval of the work.

PART 4. SIDEWALK PROGRAM – AREA 1A DOWNTOWN PAY ITEMS

4.01 EARTH EXCAVATION

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- A. The pay item is to be used only for earth excavation where sidewalk grade changes of greater than 6 inches are required to meet ADA regulations. When this pay item becomes necessary, the City will hire a Surveyor and Engineer to document the existing conditions and determine the expected excavation required. The Contractor is welcome to review these calculations to ascertain their accuracy.
- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- C. Earth Excavation shall include the following items:
1. Stripping of vegetation and topsoil within the grading limits.
 2. Clearing of bush and removal of trees less than four (4) inches in diameter (when approved by the Engineer.).
 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and surfaces.
 6. Proof-rolling subgrade.
- D. The measured quantity for earth excavation is based on "in-place" yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The excavation pay item does not include the cubic yardage of removed concrete, nor of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.
- E. The City mandates grading lawn areas as needed to adjust the adjacent property to the proposed sidewalk grade, using triangular repair area. However, if existing landscaping conditions make this inadvisable, the Engineer will request that an integral curb be installed on the sidewalk to help modify the grade. The integral curb shall never be more than six (6)

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inches high. Said integral curbs shall be paid for as part of the square footage of sidewalk places, and not paid for separately.

4.02 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK/RAMP

- A. In the downtown area, the Contractor shall not remove more sidewalk in one (1) day than can be poured back the next day. The Contractor shall coordinate with the City and with business owners to maintain access to their stores by constructing wooden access ramps or by other means. Contractor shall notify all business owners at least twenty-four (24) hours in advance of working in front of their business.
- B. Any sawcutting necessary for the removals shall be incidental to this work item.
- C. In the downtown areas, there are two (2) existing sidewalk joint patterns. The older pattern is using tooled joints on a regular interval to form the flags. The newer pattern is to have approximate 2' by 2' sawcut joints on the broom finished sidewalk. When making repairs, the Contractor shall finish and install the joints to match the sidewalk the was removed. The unit price for this work shall be the same, regardless of the joint pattern.
- D. Minor grading (considered to be less than 6 inches of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed included in the area for payment under this item.
- E. The payment for this work item shall be based upon the area of proposed sidewalk installed.

4.03 REMOVE & REPLACE 4" AND 6" EXPOSED AGGREGATE SIDEWALKS

- A. **Quality control matching adjacent existing pavement will be REQUIRED in exposed aggregate repair areas.** The Contractor awarded this project will be required to demonstrate at least one (1) example of exposed aggregate placed within a five (5) mile radius of Birmingham to verify their ability to do this work. If they have no such examples, a mock up shall be poured and provided for review and approval by Engineer.
- B. Two (2) different mixes have been used in exposed aggregate pours placed in Birmingham since the program started in 1999. The mix described in Section 715 of these Specifications, as well as detail sheet, uses a 17A stone for the aggregate. Other mixes placed in the past used a 6A stone. The Contractor will be asked to review the various exposed aggregate locations, determine which location will require which mix, and schedule concrete pours accordingly. Assuming both mixes are needed for repairs on this Contract, the Contractor shall have his concrete supplier submit exposed aggregate mix design for both mixes for review and approval.
- C. The Contractor is encouraged to review the details on expansion joints for the exposed aggregate sidewalks. Those removal areas that involve repair of expansion joints shall have the joints repaired to match the original pattern. Expansion joint and caulk repairs in conjunction with exposed aggregate sidewalk repair. Sealant shall also be after curing on all exposed aggregate sidewalk areas installed by the Contractor incidental to the installation of the exposed aggregate sidewalk unit price.

4.04 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This Pay item will be used to remove and replace existing curbs where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING FOR CURBS pay item in this section of the contract.

4.05 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

4.06 SALVAGE BRICK PAVERS/SALVAGE AND REINSTALL BRICK PAVERS

- A. During the execution of the work, the Contractor shall encounter other special pavement surfaces, such as slate brick, concrete paver, or granite pavers that have been installed up against the area being worked on. The Engineer or Contractor shall take a photograph of the existing conditions prior to removal to have a record of how they were constructed prior to removal. The photo shall be made available to both the Contractor and the Engineer as a record of the previous conditions.
- B. The Contractor shall carefully remove the paver materials only as needed to install the concrete forms or as directed by the plans or Engineer. Brick materials shall be stockpiled in a nearby location that will not cause damage to the material. The location shall be mutually agreed upon, if the owner is available for consultation. Once the forms have been removed and the Contractor is ready to restore the area, the Contractor shall backfill the underlying area with compacted sand base to match the materials previously removed, and install the brick or other materials back to as closely match the previous conditions as possible.

4.07 INSTALL EXPOSED AGGREGATE CONCRETE SEALER

- A. As noted above, all new exposed aggregate repair areas shall be sealed after curing, incidental to the concrete replacement pay item. However, in addition to that, all existing exposed aggregate concrete areas within the Downtown area shall be power washed and sealed with an approved sealer, as detailed in Section 721 these specifications.
- B. The Contractor shall coordinate the work with the Engineer and the adjoining businesses to ensure that the work is being done in a manner that will not unduly interfere with pedestrian traffic flow and building access in the immediate area. Once the sidewalk surfaces have been sealed, they shall be closed off to foot traffic with barricades, cones, caution tape, or a combination thereof such that all can be reasonably assured that there will be minimal traffic of the sealer until it has dried.

4.08 GROUT OR CAULK JOINT REPAIR

- A. Within the downtown area, expansion joints have been caulked in areas where the exposed aggregate sidewalks have been installed. Whenever new pavement, either regular or exposed aggregate, is being installed, requiring the re-installation of caulk, this work shall be incidental to the price of the new pavement. The above pay item will be paid for separately

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on those joint repairs that are not adjacent to any new concrete installation. Work shall include removal of the existing material and preparation of the joint(s) to provide a clean surface, as detailed in Section 721 of the Contract.

PART 5. ADA RAMPS

5.01 EARTH EXCAVATION

- A. The pay item is to be used only for earth excavation where sidewalk grade changes of greater than 6 inches are required to meet ADA regulations. When this pay item becomes necessary, the City will hire a Surveyor and Engineer to document the existing conditions and determine the expected excavation required. The Contractor is welcome to review these calculations to ascertain their accuracy.
- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 - 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- C. Earth Excavation shall include the following items:
 - 1. Stripping of vegetation and topsoil within the grading limits.
 - 2. Clearing of bush and removal of trees less than four (4) inches in diameter (when approved by the Engineer.).
 - 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 - 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 - 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and surfaces.
 - 6. Proof-rolling subgrade.
- D. The measured quantity for earth excavation is based on "in-place" yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The excavation pay item does not include the cubic yardage of removed concrete, nor of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines

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meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.

- E. The City mandates grading lawn areas as needed to adjust the adjacent property to the proposed sidewalk grade, using triangular repair area. However, if existing landscaping conditions make this inadvisable, the Engineer will request that an integral curb be installed on the sidewalk to help modify the grade. The integral curb shall never be more than six (6) inches high. Said integral curbs shall be paid for as part of the square footage of sidewalk places, and not paid for separately.

5.02 SUBGRADE UNDERCUTTING, 8" MDOT 21AA LIMESTONE

- A. In areas where the existing pavement base is unstable, the Contractor shall excavate out the existing base, and install 8" of compacted 21AA MDOT limestone beneath the pavement. Removal, hauling, and disposal of excess excavated material shall be included in the unit price for this work item.
- B. If the Contractor needs to excavate further than 8" to reach a stable subbase, the quantity installed reported for this pay item shall be multiplied by the ratio of the actual depth of base repair installed divided by 8 inches (e.g. If there is a location where 12 inches of base repair are required and installed, then the area of base repair reported shall be $12/8 = 1.5$ times the area measured for that location).
- C. In areas where the existing base is stable, but is low relative to the desired new base grade for the planned concrete pour, supplemental 21AA stone shall be added to the base and compacted accordingly, incidental to the cost of the scattered concrete repair.

5.03 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK / RAMP

- A. In the downtown area, the Contractor shall not remove more sidewalk in one (1) day than can be poured back the next day. The Contractor shall coordinate with the City and with business owners to maintain access to their stores by constructing wooden access ramps or by other means. Contractor shall notify all business owners at least twenty-four (24) hours in advance of working in front of their business.
- B. The walk to be removed and replaced shall be completed per the drawings provided in these contract documents for each ramp location.
- C. Any sawcutting necessary for the removals shall be incidental to this work item.
- D. In the downtown areas, there are two (2) existing sidewalk joint patterns. The older pattern is using tooled joints on a regular interval to form the flags. The newer pattern is to have approximate 2' by 2' sawcut joints on the broom finished sidewalk. When making repairs, the Contractor shall finish and install the joints to match the sidewalk the was removed. The unit price for this work shall be the same, regardless of the joint pattern.
- E. Minor grading (considered to be less than 6 inches of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed included in the area for payment under this item.
- F. The payment for this work item shall be based upon the area of proposed sidewalk installed.

5.04 REMOVE & REPLACE CONCRETE CURB & GUTTER

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- A. This pay item will be used to remove and replace existing curbs in the following locations:
 - 1. Where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
 - 2. Where the existing curb has been damaged, removed, or is deteriorating.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.

5.05 9" CONCRETE PAVEMENT REPAIR – MDOT TYPE P-NC CONCRETE

- A. 9" thick Type P-NC Concrete Repairs are intended for concrete repairs on busy major streets, where extended lane closures are difficult and should be avoided due to traffic demands. Such repairs will generally be done such that a minimum of one lane of traffic is kept open at all times. This pay item shall also apply for concrete alley repairs where traffic control barricading is not as significant, but opening the area to traffic within 24 hours is important.
- B. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- C. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete to match the existing underside of the asphalt overlay. A separate asphalt crew will perform the asphalt repairs later on to be paid for under the "BITUMINOUS MIXTURE No. 13A, WEARING COURSE, VARIOUS THICKNESS" pay item.
- D. The Contractor shall be prepared to excavate for, place, grade and compact up to 8" of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the "SUBGRADE UNDERCUTTING, 8" 21AA LIMESTONE" pay item.
- E. On major streets, the Contractor shall provide flashing lighted traffic arrows during the times lanes are closed to traffic for concrete pavement repairs. Major street work will require advance warning signs, arrow boards, and other measures in accordance with the MMUTCD. The additional costs required for traffic control on major streets shall be paid for in the appropriate traffic control pay item as described below in Paragraph 2.11. Where repairs cross more than one traffic lane, repairs shall be made in such a way, so that at least one traffic lane is open at all times. On any large repairs that will clearly affect traffic, the Engineer shall be consulted on how the work shall be pursued prior to beginning removals.

5.06 REMOVE & REPLACE 4" EXPOSED AGGREGATE SIDEWALKS

- A. **Quality control and matching adjacent existing pavement will be REQUIRED in exposed aggregate repair areas.** The Contractor awarded this project will be required to demonstrate at least one (1) example of exposed aggregate placed within a five (5) mile radius of Birmingham to verify their ability to do this work. If they have no such examples, a mock up shall be poured and provided for review and approval by the Engineer.
- B. Two (2) different mixes have been used in exposed aggregate pours placed in Birmingham since the program started in 1999. The mix described in Section 715 of these Specifications,

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as well as the detail sheet, uses a 17A stone for the aggregate. Other mixes placed in the past used a 6A stone. The Contractor will be asked to review the various exposed aggregate locations, determine which location will require which mix, and schedule concrete pours accordingly. Assuming both mixes are needed for repairs on this Contract, the Contractor shall have his concrete supplier submit exposed aggregate mix designs for both mixes for review and approval.

- C. The Contractor is encouraged to review the details on expansion joints for the exposed aggregate sidewalks. Those removal areas that involve repair of expansion joints shall have the joints repaired to match the original pattern. Expansion joint and caulk repairs in conjunction with exposed aggregate sidewalk repairs shall be incidental to the cost of the exposed aggregate sidewalk repair. Sealant shall also be placed after curing on all exposed aggregate sidewalk areas installed by the Contractor incidental to the installation of the exposed aggregate sidewalks unit price.

5.07 SIDEWALK RAMP DETECTABLE WARNING PLATES

- A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install cast iron plates as manufactured by East Jordan Iron Works. Payment for the handicap ramp truncated domes shall be per square foot of detectable warning surface installed. In general, each ramp shall include a two (2) feet by five (5) feet detectable warning surface of truncated domes.
- B. In the past, some Contractors have experienced long lead times to obtain the specified cast iron detectable warning plates. The Contractor shall place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

5.01 UTILITY STRUCTURE COVER ADJUSTMENT

- A. All manhole covers that are within the work area that need adjustment, but do not need any repairs below the top six (6) inches beneath the casting shall be paid for under this pay item. Contractor shall adjust the structures and re-install the casting to ensure that it is securely fastened to the structure.

5.02 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

5.03 RESTORATION

- A. Typically, restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement. The exception to this shall be those areas where handicap ramps require changes in grade such that separate plans have been prepared (as a part of this bid package), and earth excavation is being paid for separately. In those areas, the Contractor shall be required to grade the surrounding lawn areas as needed to meet the new grade. Three inches of topsoil, seed, and mulch shall be installed to restore such areas, and paid for as bid by the square yard.

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- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3" of topsoil, grass seed, and mulch. This pay item shall also include removing existing turf and re-grading in the areas adjacent to new ADA ramps where the sidewalk elevations have changed.
- C. Topsoil shall be placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1" in diameter.
- D. Topsoil shall be a loamy material. Payment shall be made for topsoil placed to the depth specified, per square yard. Payment shall include all labor, equipment and materials necessary to place the topsoil.
- E. Restoration of grass areas shall generally be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- F. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- G. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- H. Should such areas fail to germinate satisfactorily, the Contractor shall be required to make additional grading and reseeding effort as needed to achieve final approval of the work.

PART 6. BUS SHELTERS

6.01 REMOVE 4" CONCRETE SIDEWALK

- A. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- B. The payment for this work item shall be based upon the area of new reinforced concrete shelter pad installed.
- C. If a new sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4" walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.
- I. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

6.02 10" THICK RECTANGULAR REINFORCED CONCRETE SHELTER PAD

- A. Contained within the appendices of this Specification booklet is a detail describing the dimensions and required reinforcement for the two bus shelter pads proposed on Old

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Woodward Ave. The City will provide a template to allow for precise installation of the bolt holes on these pads, in accordance with the drawings. The pads shall be poured separately from the surrounding sidewalks, with the use of caulked backer rod topped expansion joints. The pads shall be constructed precisely to the dimensions shown to allow for a separate contractor to install the shelter steel and glass components at a later date, outside of this Contract. All work and materials related to the bus shelter superstructure shall be paid for separately by the City, outside of this Contract.

6.03 RESTORATION

- A. Typically, restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement. The exception to this shall be those areas where handicap ramps require changes in grade such that separate plans have been prepared (as a part of this bid package), and earth excavation is being paid for separately. In those areas, the Contractor shall be required to grade the surrounding lawn areas as needed to meet the new grade. Three inches of topsoil, seed, and mulch shall be installed to restore such areas, and paid for as bid by the square yard.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3" of topsoil, grass seed, and mulch. This pay item shall also include removing existing turf and re-grading in the areas adjacent to new ADA ramps where the sidewalk elevations have changed.
- C. Topsoil shall be placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1" in diameter.
- D. Topsoil shall be a loamy material. Payment shall be made for topsoil placed to the depth specified, per square yard. Payment shall include all labor, equipment and materials necessary to place the topsoil.
- E. Restoration of grass areas shall generally be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- F. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- G. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- H. Should such areas fail to germinate satisfactorily, the Contractor shall be required to make additional grading and reseeded effort as needed to achieve final approval of the work.

PART 7. FIRE STATION

7.01 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK / RAMP / DRIVE APPROACH

- A. In general, most of the sidewalks to be replaced as a part of this project shall be 4" thick concrete. The 6" concrete sidewalk and ramps will generally be the ramps that are adjacent to the road or within drive approaches.

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- B. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition, but a small amount of replacement, particularly in scattered sections, is across sewer or water service trenches which have been patched with bituminous concrete or cold patch. Both types shall be considered the same and bid under items of walk replacement.
- C. A significant percentage of the sidewalk to be replaced have been raised or broken by tree roots. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- D. Generally the sidewalks within the project area are either four (4) foot wide or five (5) foot wide in the residential areas. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the project.
- E. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will need to be raised and/or lowered from the existing elevations, primarily at landing flags and/or ramp elevations to meet current ADA requirements. In some locations, there will be grading on to the adjacent properties to slope down to the new sidewalk elevation. In other areas, an integral curb may be called for by the Engineer. Minor grading (considered to be less than 6" of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.
- F. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- G. The payment for this work item shall be based upon the area of new sidewalk installed.
- H. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand or compacted gravel in the form excavations to provide for temporary use of the driveway. The Contractor shall repair the damage to asphalt driveways to be paid for under the HANDPATCHING pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.
- I. If a new sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4" walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.
- J. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed

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to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

7.02 9" CONCRETE PAVEMENT REPAIR – MDOT TYPE P1 CONCRETE

- A. Scattered concrete repairs built at 7 inches thick are reserved for lower volume concrete streets that do not typically require significant barricading, lane shifts, or traffic control measures, other than to mark the actual area being closed, as well as to close off adjacent parking if needed.
- B. The work under these pay items shall conform to the Concrete Pavement Repair section and the Concrete Sidewalk Construction section of these specifications, as well as Sections 602 and 603 of the M.D.O.T. 2020 Standard Specifications for Construction.
- C. Those repairs wherein integral curb is also removed and replaced contiguous to the pavement repair, the curb area shall be measured by the square yard and included in the payment for Concrete Pavement Repair.
- D. When pavement is being replaced around a structure, such as a catch basin, the Contractor shall be paid by the unit measurement for the entire outside area of the repair, including the area occupied by the structure.
- E. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- F. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete down, to match the existing underside of the asphalt overlay. A separate asphalt crew shall perform the asphalt repairs later on to be paid for under the BITUMINOUS MIXTURE, 13A, VARIOUS THICKNESS. Any asphalt overlays that need repair in travel lanes on major streets shall be asphalt overlaid within five (5) work days after the concrete has cured. If the road is opened to traffic prior to having access to an asphalt repair, the Contractor shall wedge the transition at the edges as needed to make it safe for traffic prior to opening it to the public. The Contractor shall maintain barricading to warn motorists of a hazard if deemed necessary by the Engineer until the required asphalt patch can be completed.
- G. The Contractor will generally be asked to replace concrete at the thickness to match the adjacent concrete.
- H. The Contractor shall be prepared to excavate for, place, grade and compact up to 8" of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the SUBGRADE UNDERCUTTING, 8" 21AA LESTONE pay item.

PART 8. ALLEYS

8.01 9" MDOT 17A EXPOSED AGGREGATE

- A. **Quality control and matching adjacent existing pavement will be REQUIRED in exposed aggregate repair areas.** The Contractor awarded this project will be required to demonstrate at least one (1) example of exposed aggregate placed within a five (5) mile

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radius of Birmingham to verify their ability to do this work. If they have no such examples, a mock up shall be poured and provided for review and approval by the Engineer.

- B. Two (2) different mixes have been used in exposed aggregate pours placed in Birmingham since the program started in 1999. The mix described in Section 715 of these Specifications, as well as the detail sheet, uses a 17A stone for the aggregate. Other mixes placed in the past used a 6A stone. The Contractor will be asked to review the various exposed aggregate locations, determine which location will require which mix, and schedule concrete pours accordingly. Assuming both mixes are needed for repairs on this Contract, the Contractor shall have his concrete supplier submit exposed aggregate mix designs for both mixes for review and approval. The Contractor is encouraged to review the details on expansion joints for the exposed aggregate sidewalks. Those removal areas that involve repair of expansion joints shall have the joints repaired to match the original pattern. Expansion joint and caulk repairs in conjunction with exposed aggregate sidewalk repairs shall be incidental to the cost of the exposed aggregate sidewalk repair. Sealant shall also be placed after curing on all exposed aggregate sidewalk areas installed by the Contractor incidental to the installation of the exposed aggregate sidewalks unit price.

8.02 9" CONCRETE PAVEMENT REPAIR – MDOT TYPE P1 CONCRETE

- A. Scattered concrete repairs built at 7 inches thick are reserved for lower volume concrete streets that do not typically require significant barricading, lane shifts, or traffic control measures, other than to mark the actual area being closed, as well as to close off adjacent parking if needed.
- B. The work under these pay items shall conform to the Concrete Pavement Repair section and the Concrete Sidewalk Construction section of these specifications, as well as Sections 602 and 603 of the M.D.O.T. 2020 Standard Specifications for Construction.
- C. Those repairs wherein integral curb is also removed and replaced contiguous to the pavement repair, the curb area shall be measured by the square yard and included in the payment for Concrete Pavement Repair.
- D. When pavement is being replaced around a structure, such as a catch basin, the Contractor shall be paid by the unit measurement for the entire outside area of the repair, including the area occupied by the structure.
- E. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- F. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete down, to match the existing underside of the asphalt overlay. A separate asphalt crew shall perform the asphalt repairs later on to be paid for under the BITUMINOUS MIXTURE, 13A, VARIOUS THICKNESS. Any asphalt overlays that need repair in travel lanes on major streets shall be asphalt overlaid within five (5) work days after the concrete has cured. If the road is opened to traffic prior to having access to an asphalt repair, the Contractor shall wedge the transition at the edges as needed to make it safe for traffic prior to opening it to the public. The Contractor shall maintain barricading to warn motorists of a hazard if deemed necessary by the Engineer until the required asphalt patch can be completed.

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- G. The Contractor will generally be asked to replace concrete at the thickness to match the adjacent concrete.
- H. The Contractor shall be prepared to excavate for, place, grade and compact up to 8" of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the SUBGRADE UNDERCUTTING, 8" 21AA LIMESTONE pay item.

8.03 9" CONCRETE PAVEMENT REPAIR – MDOT TYPE P-NC CONCRETE

- A. 9" thick Type P-NC Concrete Repairs are intended for concrete repairs on busy major streets, where extended lane closures are difficult and should be avoided due to traffic demands. Such repairs will generally be done such that a minimum of one lane of traffic is kept open at all times. This pay item shall also apply for concrete alley repairs where traffic control barricading is not as significant, but opening the area to traffic within 24 hours is important.
- B. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- C. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete to match the existing underside of the asphalt overlay. A separate asphalt crew will perform the asphalt repairs later on to be paid for under the "BITUMINOUS MIXTURE No. 13A, WEARING COURSE, VARIOUS THICKNESS" pay item.
- D. The Contractor shall be prepared to excavate for, place, grade and compact up to 8" of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the "SUBGRADE UNDERCUTTING, 8" 21AA LIMESTONE" pay item.
- E. On major streets, the Contractor shall provide flashing lighted traffic arrows during the times lanes are closed to traffic for concrete pavement repairs. Major street work will require advance warning signs, arrow boards, and other measures in accordance with the MMUTCD. The additional costs required for traffic control on major streets shall be paid for in the appropriate traffic control pay item as described below in Paragraph 2.11. Where repairs cross more than one traffic lane, repairs shall be made in such a way, so that at least one traffic lane is open at all times. On any large repairs that will clearly affect traffic, the Engineer shall be consulted on how the work shall be pursued prior to beginning removals.

PART 9. BIKE RACK CONCRETE PADS

9.01 EARTH EXCAVATION

- A. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:

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1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- B. Earth Excavation shall include the following items:
1. Stripping of vegetation and topsoil within the grading limits.
 2. Clearing of bush and removal of trees less than four (4) inches in diameter (when approved by the Engineer.).
 3. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 4. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and surfaces.
 5. Proof-rolling subgrade.
- C. The measured quantity for earth excavation is based on "in-place" yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The excavation pay item does not include the cubic yardage of removed concrete, nor of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.
- D. The City mandates grading lawn areas as needed to adjust the adjacent property to the proposed sidewalk grade, using triangular repair area. However, if existing landscaping conditions make this inadvisable, the Engineer will request that an integral curb be installed on the sidewalk to help modify the grade. The integral curb shall never be more than six (6) inches high. Said integral curbs shall be paid for as part of the square footage of sidewalk places, and not paid for separately.

9.02 4" CONCRETE BIKE PAD

- A. A significant percentage of the proposed concrete bike pads are near trees. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- B. The dimensions of concrete bike pads shall be based on the number of racks proposed in a single location.
 1. One Rack – 5ft. x 6 ft. pad

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2. Two Racks – 11 ft. x 6 ft. pad
3. Three Racks – 11 ft. x 6 ft. pad

PART 10. SHAIN PARK

10.01 REMOVE & REPLACE 6" CONCRETE SIDEWALK

- A. In general, most of the sidewalks to be replaced as a part of this project shall be 4" thick concrete. The 6" concrete sidewalk and ramps will generally be the ramps that are adjacent to the road or within drive approaches.
- B. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition, but a small amount of replacement, particularly in scattered sections, is across sewer or water service trenches which have been patched with bituminous concrete or cold patch. Both types shall be considered the same and bid under items of walk replacement.
- C. A significant percentage of the sidewalk to be replaced have been raised or broken by tree roots. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- D. Generally the sidewalks within the project area are either four (4) foot wide or five (5) foot wide in the residential areas. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the project.
- E. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will need to be raised and/or lowered from the existing elevations, primarily at landing flags and/or ramp elevations to meet current ADA requirements. In some locations, there will be grading on to the adjacent properties to slope down to the new sidewalk elevation. In other areas, an integral curb may be called for by the Engineer. Minor grading (considered to be less than 6" of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.
- F. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- G. The payment for this work item shall be based upon the area of new sidewalk installed.
- H. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand or compacted gravel in the form excavations to provide for temporary use of the driveway. The Contractor shall repair the damage to asphalt driveways to be paid for under the HANDPATCHING pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.

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- I. If a new sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4" walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.

Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence

PART 11. GENERAL PAY ITEMS

11.01 HANDPATCHING, HMA 13A, VARYING THICKNESS

- A. Asphalt repairs shall generally be needed in the following area:
 1. Asphalt sections of streets or private driveways damaged adjacent to new concrete.
 2. Asphalt sections of streets adjacent to curb and gutter replacements, including at handicap ramps.
- B. Such repairs will be irregular in shape, depth, and size. As a result, all work within these areas shall be paid for by the ton. The Contractor shall be responsible for barricading hazards left unfinished as a result of waiting for sufficient work to bring in an asphalt crew. Areas such as private driveways that must be used before the asphalt crew can arrive shall be backfilled with gravel to allow the driveway to be used in the interim. Repair areas needed on major roads that impact large volumes of traffic shall be patched within five (5) working days after the concrete has been cured and ready for use.
- C. The unit price bid for HANDPATCHING shall include the cost of any additional sawcutting, cleaning of debris, bond coat, etc., to make the job complete.
- D. All bituminous paving materials and workmanship shall meet the specifications outlined in Division 5 and Section 904 of the of the MDOT 2020 Standard Specifications. No RAP shall be allowed in any of the top course bituminous pavements on this project.
- E. If time allows, asphalt repairs of this nature can also be completed directly by the City, with its own forces. The City shall have the option of removing some or all of the asphalt work from this Contract if it is feasible to do so, thereby relieving the Contractor of this responsibility. The Contractor shall be prepared to be flexible as to how much asphalt work is included in this Contract, and shall not request payment for alleged damages incurred as a result of the City removing some or all of the asphalt work from this Contract.

11.02 BITUMINOUS MIXTURE NO. 13A, WEARING COURSE, VARYING THICKNESS

- A. This work item shall be used in the following areas:
 1. For asphalt overlays to be installed over new concrete (after curing) to match existing cross-sections of asphalt resurfaced concrete streets.
 2. For all base and leveling courses installed on all streets on this project, where larger full depth asphalt repairs are needed.

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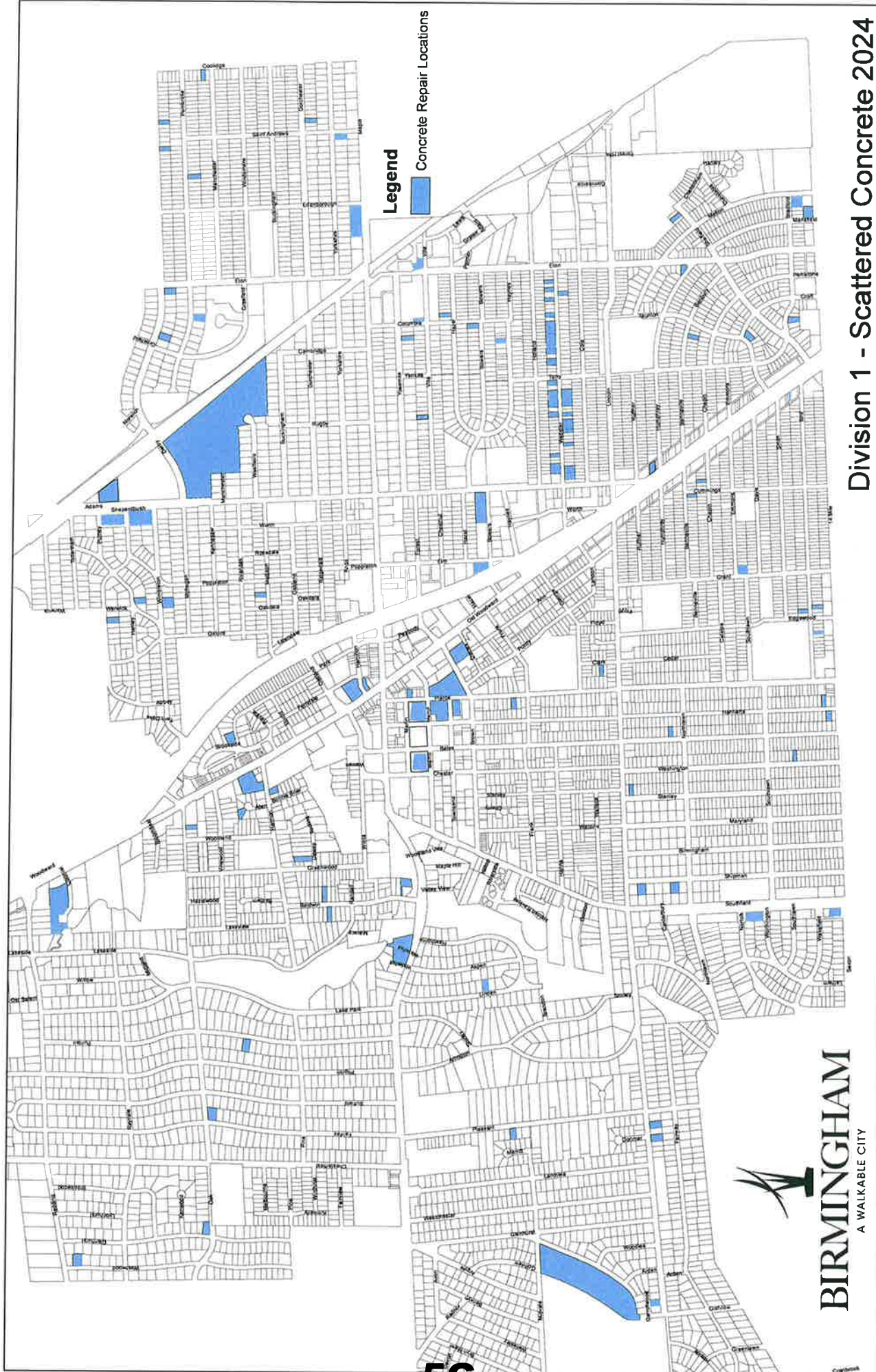
- B. This work item shall be used for the wearing surfaces on all asphalt streets on this project. The final top elevation of the wearing course shall be placed to drain to the existing curbs and catch basin, and to meet all utility structures, whether adjusted by the Contractor or not. On deeper asphalt streets where more than one layer of asphalt must be installed, the Contractor shall also use the 13A mix to simplify the delivery of materials.
- C. All bituminous paving materials and workmanship shall meet the specifications outlined in Division 5 and Section 904 of the MDOT 2020 Standard Specifications. No RAP shall be allowed in any of the top course bituminous pavements on this project.
- D. Some asphalt work may also be needed to transition streets into new curb and gutter sections, particularly at new handicap ramps. If these areas are larger to achieve an appropriate grade, removal of the existing asphalt surface shall be included in the cost of this work.
- E. The pay item shall include all preparatory work needed to make the paving job complete, such as barricading, sawcutting, bond coat installation, etc.

11.03 INSPECTOR CREW DAYS

- A. The "Inspector for Crew Days" provision as stated in the "General Requirements" section of the Contract shall be modified as noted below:
 - 1. Sunday work for this project shall be charged similar to the other weekdays. (Sunday work is not allowed except for cases of Special Approval)
 - 2. All days shall be charged to a maximum of one (1) day per inspector on site, regardless of total number of hours spent on the project per day.
 - 3. The number of crew days for each pay period will be added as a pay item (up to the amount bid as a maximum) and the actual number of days used will be deducted from the overall total amount due with each pay estimate. If the total amount bid has not been used at the end of the contract, the bid amount will be paid on the final estimate.
- F. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.
- G. When bidding this amount, the Contractor shall consider all the various parts of the project, and bid an appropriate number of work days to cover all of the work areas within the bidding document, to accurately measure the number of days that inspection shall be required. The Contractor will not be billed more than one Inspector Crew Day on the same calendar day due to the City's potential need to assign more than one staff person to the project, particularly if work is occurring at multiple locations on a given work day.

END OF SECTION

Addendum #1



Legend
Concrete Repair Locations

Division 1 - Scattered Concrete 2024



DIVISION 1

**2024 Concrete Sidewalk Program
Scattered List**

NO.	ADDRESS	STREET	TYPE OF WORK	Curb	STREET			SIDEWALK			EXPOSED AGGREGATE			NOTES
				Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	
1	576	ABBEY RD	SEWER					5	4	20				
2	600	ATEN	W&S	11	10	24	240							
3	122	Baldwin						5	5	25				Sidewalk Slab Damaged
4	376	Baldwin	TRIP HAZ					5	10	50				
5	359	Baldwin	TRIP HAZ					5	5	25				
6	1748	BANBURY	SEWER	4				4	10	40				
7	1080	BENNAVILLE	TRIP HAZ					5	5	25				On Cummings ave. side
8	328	BIRD	WMB	4.5	5.5	6	33							
9	423	BIRD	W&S	14	7	28	196							
10	444	BIRD	SEWER		9.5	26	247	4	15	60				
11	1791	BOWERS	W&S	12	6	28	168	4	15	60				
12	1732	BRADFORD	SEWER					10	4.5	45				
13	612	BROOKSIDE	STORM	8										
14	1135	CHAPIN	W&S	7	7	9	63							
15	1030	CLARK	W&S		6	13	78							
16	786	COLONIAL CT	WMB					4	7	28				
17	790	COLONIAL CT	WMB					4	5	20				
18	790	COLONIAL CT	WMB					4	2	8				
19	816	COLONIAL CT	WMB					5	21	105				
20	357	COLUMBIA	WMB					15	5	75				
21	723	COOLIDGE	TRIP HAZ					5	10	50				
22	1616	CROFT	SEWER	10.5				4	29	116				SIDEWALK IN TAUNTON AND CROFT Damaged detectable warning
23	1300	Derby						5	5	25				
24	1826	DERBY	W&S					6	6	36				
25	2662	DERBY	SEWER					5	11	55				
26	2576	DERBY	TRIP HAZ					5	20	100				
27	676	DEWEY	W&S					4	13	52				
28	2648	DORCHESTER	SEWER					4	15	60				
29	2101	E 14 MILE	W&S					5	9.5	47.5				
30	294	E BROWN	WATER					4	5	20				
31	2159	E MAPLE	WMB					5	34	170				
32	2187	E MAPLE	WATER					5	34	170				
33	1950	E MELTON	WMB					5	10	50				
34	608	EMMONS	WMB					5	8	40				
35	644	EMMONS	WMB					5	4	20				
36	MARTIN	E OF CHESTER	TRIP HAZ					5	20	100				
37	878	FAIRFAX	CB	6				4	5	20				
38	209	Hamilton						5	20	100				Location of tree wells to be abandoned
39	359	HARMON	TRIP HAZ					5	10	50				
40	1821	HAZEL	W&S		7.5	16	120							
41	1725	HAYNES	WMB					4	9	36				
42	640	HENLEY	SEWER					4	10	40				
43	640	HENLEY	SEWER					4	10	40				
44	1961	HENRIETTA	W&S	13	13	20	260							
45	1978	HENRIETTA	TRIP HAZ		4	6	24							
46	455	LUNDEN	WMB					5	9	45				
47	655	MADISON	SEWER	5				5	5	25				
48	2121	MIDVALE	SEWER					5	10	50				
49	901	N ADAMS	WMB					5	21	105				
50	1054	N ADAMS	WMB					3.5	4	14				
51	1054	N ADAMS	WMB					3.5	4	14				
52	791	N ETON	W&S		12	40	480							
53	920	N. GLENHURST	TRIP HAZ					5	6	30				On Oak st.
54	535	N. Old Woodward	TRIP HAZ					5	15	75				On Harmon Street at both Approches
55	535	N. Old Woodward	TRIP HAZ					5	15	75				South Approach
56	190	N. Old Woodward												
57	533	Oak	TRIP HAZ					4	20	80				
58	1904	PEMBROKE	WMB					5	11	55				
59	2440	PEMBROKE	W&S	8				4	15	60				
60	650	Pierce		2.5										Missing Curb and Gutter
61	237	Pierce												
62	538	PLEASANT	TRIP HAZ					4	25	100				
63	538	PLEASANT	TRIP HAZ					4	25	100				
64	701	PURITAN	TRIP HAZ					4	10	40				
65	572	S. ADAMS						5	5	25				Near Rear Parking Lot - Damaged
66	1345	S. Bates									10	5	50	Exposed Aggregate
67	1298	S. ETON	TRIP HAZ					5	5	25				
68	2165	SHEFFIELD	W&S					4	10	40				
69	2088	SHEFFIELD	SEWER	7				4	4	16				
70	1174	SHIPMAN	UNKNOWN		11.5	28	322							
71	1310	SHIPMAN	W&S		10.5	12	126							
72	1626	SOUTHFIELD	WMB					5	23	115				
73	1964	SOUTHFIELD	DAMAGED					9	20	180				
74	1137	STANLEY	WATER					5	10	50				
75	1137	STANLEY	WATER					5	10	50				
76	100	TOWNSEND	TRIP HAZ								5	5	25	Exposed Aggregate
77	163	TOWNSEND	TRIP HAZ					5	10	50				
78	101	Townsend												
79	1415	VILLA	W&S		9	24	216							
80	1907	VILLA	WMB					5	15.5	77.5				
81	1645	W LINCOLN	TRIP HAZ					4	10	40				
82	1685	W LINCOLN	TRIP HAZ					4	10	40				

Addendum #1

DIVISION 1

**2024 Concrete Sidewalk Program
Scattered List**

NO.	ADDRESS	STREET	TYPE OF WORK	Curb	STREET			SIDEWALK			EXPOSED AGGREGATE			NOTES	
				Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)		
83	1645	W LINCOLN	TRIP HAZ						4	20	80				
84	2282	W LINCOLN	TRIP HAZ												
85	1801	WASHINGTON	SEWER						5	10	50				
86	1010	WATERFALL CT	TRIP HAZ						4	220	880				
87	1530	WEBSTER	W&S		S	10	50								
88	1951	WEBSTER	TRIP HAZ						4	8	32				
89	1915	WEBSTER	TRIP HAZ						4	20	80				
90	1898	WEBSTER	TRIP HAZ						4	5	20				
91	1867	WEBSTER	TRIP HAZ						4	15	60				
92	1823	WEBSTER	TRIP HAZ						4	12	48				
93	1785	WEBSTER	TRIP HAZ						4	16	64				
94	1777	WEBSTER	TRIP HAZ						4	16	64				
95	1759	WEBSTER	TRIP HAZ						4	18	72				
96	1745	WEBSTER	TRIP HAZ						4	23	92				
97	1737/07	WEBSTER	TRIP HAZ						4	16	64				
98	1987	WEBSTER	TRIP HAZ						4	16	64				
99	1657	WEBSTER	TRIP HAZ						4	14	56				
100	1641	WEBSTER	TRIP HAZ						4	15	60				
101	1591	WEBSTER	TRIP HAZ						4	14	56				
102	1545/15	WEBSTER	TRIP HAZ						4	10	40				
103	1489	WEBSTER	TRIP HAZ						4	16	64				
104	1475	WEBSTER	TRIP HAZ						4	18	72				
105	1407	WEBSTER	TRIP HAZ						4	19	76				
106	1239	WEBSTER	TRIP HAZ						4	15	60				
107	1183	WEBSTER	TRIP HAZ						4	10	40				
108	1169	WEBSTER	TRIP HAZ						4	8	32				
109	1155	WEBSTER	TRIP HAZ						4	22	88				
110	1132	WEBSTER	TRIP HAZ						4	26	104				
111	1140	WEBSTER	TRIP HAZ						4	21	84				
112	1158	WEBSTER	TRIP HAZ						4	30	120				
113	1172	WEBSTER	TRIP HAZ						4	14	56				
114	1280	WEBSTER	TRIP HAZ						4	12	48				
115	1368	WEBSTER	TRIP HAZ						4	15	60				
116	1380	WEBSTER	TRIP HAZ						4	18	72				
117	1408	WEBSTER	TRIP HAZ						4	15	60				
118	1440	WEBSTER	TRIP HAZ						4	12	48				
119	1478	WEBSTER	TRIP HAZ						4	10	40				
120	1494	WEBSTER	TRIP HAZ						4	8	32				
121	1544	WEBSTER	TRIP HAZ						4	15	60				
122	1951	WEBSTER	TRIP HAZ						4	8	32				
123	1915	WEBSTER	TRIP HAZ						4	20	80				
124	1898	WEBSTER	TRIP HAZ						4	5	20				
125	1867	WEBSTER	TRIP HAZ						4	15	60				
126	1823	WEBSTER	TRIP HAZ						4	12	48				
127	1785	WEBSTER	TRIP HAZ						4	16	64				
128	1777	WEBSTER	TRIP HAZ						4	16	64				
129	1759	WEBSTER	TRIP HAZ						4	18	72				
130	1745	WEBSTER	TRIP HAZ						4	23	92				
131	1737/07	WEBSTER	TRIP HAZ						4	16	64				
132	1687	WEBSTER	TRIP HAZ						4	16	64				
133	1657	WEBSTER	TRIP HAZ						4	14	56				
134	1641	WEBSTER	TRIP HAZ						4	15	60				
135	1591	WEBSTER	TRIP HAZ						4	14	56				
136	1545/15	WEBSTER	TRIP HAZ						4	10	40				
137	1489	WEBSTER	TRIP HAZ						4	16	64				
138	1475	WEBSTER	TRIP HAZ						4	18	72				
139	1407	WEBSTER	TRIP HAZ						4	19	76				
140	1239	WEBSTER	TRIP HAZ						4	15	60				
141	1183	WEBSTER	TRIP HAZ						4	10	40				
142	1169	WEBSTER	TRIP HAZ						4	8	32				
143	1155	WEBSTER	TRIP HAZ						4	22	88				
144	1132	WEBSTER	TRIP HAZ						4	26	104				
145	1140	WEBSTER	TRIP HAZ						4	21	84				
146	1158	WEBSTER	TRIP HAZ						4	30	120				
147	1172	WEBSTER	TRIP HAZ						4	14	56				
148	1280	WEBSTER	TRIP HAZ						4	12	48				
149	1368	WEBSTER	TRIP HAZ						4	15	60				
150	1380	WEBSTER	TRIP HAZ						4	18	72				
151	1408	WEBSTER	TRIP HAZ						4	15	60				
152	1440	WEBSTER	TRIP HAZ						4	12	48				
153	1478	WEBSTER	TRIP HAZ						4	10	40				
154	1494	WEBSTER	TRIP HAZ						4	8	32				
155	1544	WEBSTER	TRIP HAZ						4	15	60				
156	1356	WESTWOOD	SEWER					10	5	50					
157	652	WIMBLETON	TRIP HAZ					5	10	50					
158	680	WIMBLETON	TRIP HAZ					5	10	50					
159	33255	Woodward	WMB					10.5	12	126					Behind Commerica Bank building
160	34500	Woodward	TRIP HAZ					2	5	10				71	
161	84802	Woodward						5	30	150					Location of tree wells to be abandoned
162	2588	YORKSHIRE	WMB					5	6	30					
163	2588	YORKSHIRE	WMB					5	2.5	12.5					
164	1756	YOSEMITE	TRIP HAZ					5	15	75					

Addendum #1

DIVISION 1

**2024 Concrete Sidewalk Program
Scattered List**

NO.	ADDRESS	STREET	TYPE OF WORK	Curb	STREET				SIDEWALK			EXPOSED AGGREGATE			NOTES
				Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)		
165	1756	YOSEMITE	TRIP HAZ					5	15	75					
166		MISC. LOCATIONS TO BE DETERMINED		42			1910			1076			75		
Total Curb, LF				155	Total Street SYD		505	Total 4" Sidewalk SF		8,360	Total Exposed Agg. SF		390		
								Total 6" Sidewalk SF		2,090					

Addendum #1

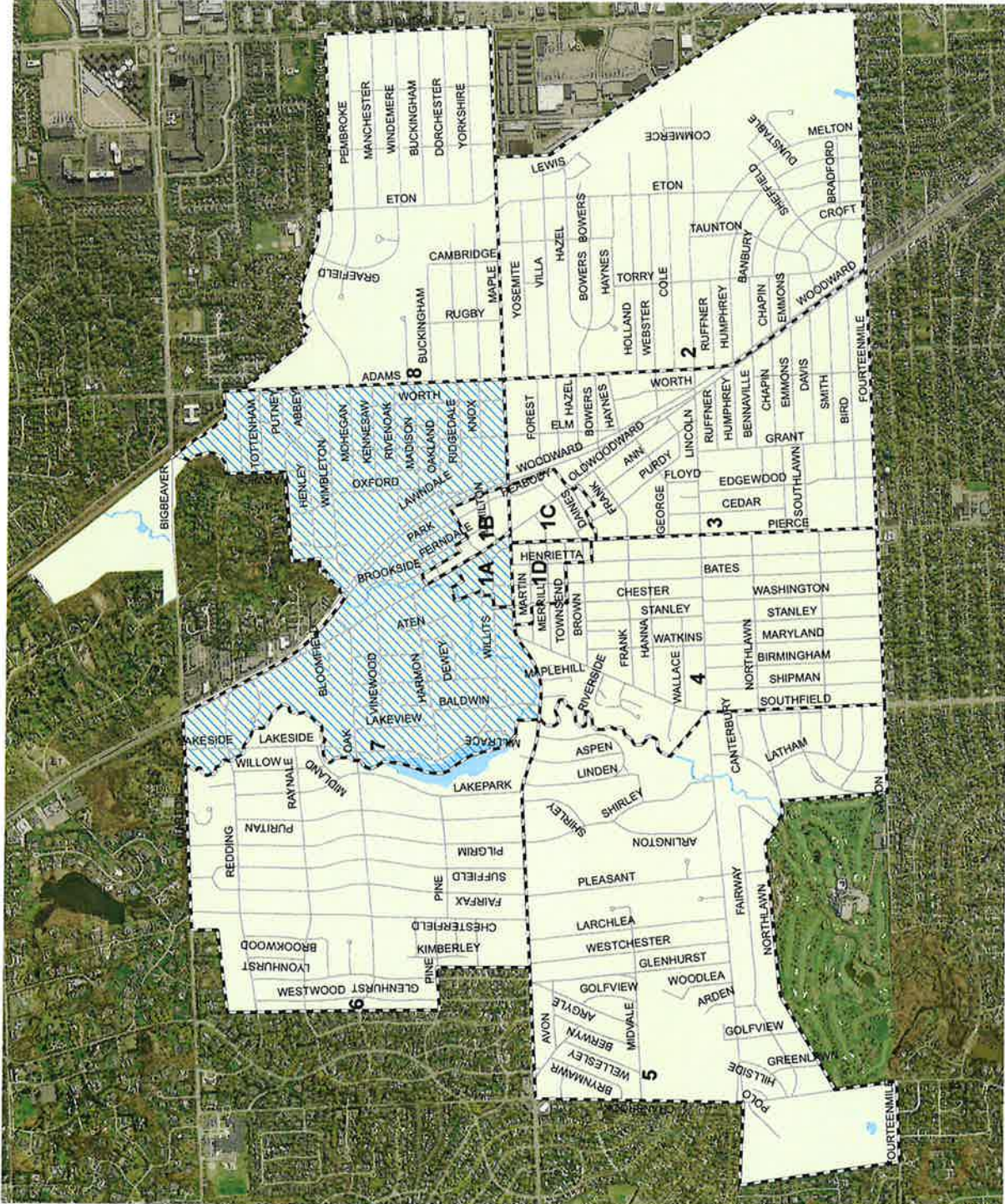
Addendum #1

2024

Concrete Sidewalk Program 1-24(SW)

Legend

-  2024 Sidewalk Program Areas
-  Sidewalk Program Districts



DIVISION 2

Area 7

ADDRESS	Sidewalk		
	4"	6"	CURB
147 ABBEY RD	16		
175 ABBEY RD	40	20	
176 ABBEY RD	20		
528 ABBEY RD	40	20	
540 ABBEY RD	40	20	
598 ABBEY RD	40		
660 ABBEY RD	32		
699 ABBEY RD	60		
756 ABBEY RD	32		
955 ABBEY RD	32		
122 BALDWIN RD		20	
164 BALDWIN RD	50	25	
192 BALDWIN RD	40		
352 BALDWIN RD	40		
376 BALDWIN RD	60		
390 BALDWIN RD	40		
500 BLOOMFIELD CT		20	
531 BLOOMFIELD CT	55		
588 BROOKSIDE AVE	16		
691 COLONIAL CT	50		
701 COLONIAL CT	100		
710 COLONIAL CT	105		
1025 E MAPLE RD	80	64	
725 E MAPLE RD	180		
300 FERNDAL AVE	16		
330 FERNDAL AVE	20		
391 FERNDAL AVE	20		
543 GREENWOOD BLVD	20		
559 GREENWOOD BLVD	20	16	
611 GREENWOOD BLVD	20		
737 GREENWOOD BLVD	20		
359 HARMON AVE	20	40	
485 HARMON AVE		40	
519 HARMON AVE		20	
633 HARMON AVE	20		
691 HARMON AVE	40		
707 HARMON AVE	20		
727 HARMON AVE	60		
830 HARMON AVE	60		
915 HARMON AVE	60		
787 HAZELWOOD AVE	20		
851 HAZELWOOD AVE	16		
877 HAZELWOOD AVE	32		
359 HENLEY DR	16		
550 HENLEY DR	80		
640 HENLEY DR	40		
749 HENLEY DR	20		
770 HENLEY DR	20		
833 HENLEY DR	40		
1018 KENNESAW AVE	120		

DIVISION 2

Area 7

ADDRESS	Sidewalk		
	4"	6"	CURB
1033 KENNESAW AVE	40		
1067 KENNESAW AVE	20		
1094 KENNESAW AVE	20		
1095 KENNESAW AVE	20		
515 KENNESAW AVE	120		
516 KENNESAW AVE	20		
573 KENNESAW AVE	20		
647 KENNESAW AVE	20		
685 KENNESAW AVE	20		
775 KENNESAW AVE	20		
884 KENNESAW AVE	20		
959 KENNESAW AVE	36		
983 KENNESAW AVE	40		
984 KENNESAW AVE	104		
1016 KNOX AVE	32		
1044 KNOX AVE	16		
1449 LAKESIDE RD	20		
412 LAKESIDE RD	20	20	
490 LAKESIDE RD	100		
532 LAKESIDE RD	100		
790 LAKESIDE RD	40		
908 LAKESIDE RD	80	40	
938 LAKESIDE RD	20		
530 LAKEVIEW AVE	40		
655 LAKEVIEW AVE	20		
684 LAKEVIEW AVE	36		
856 LAKEVIEW AVE	60		
870 LAKEVIEW AVE	40		
916 MADISON		16	
440 MADISON AVE	20		
559 MADISON AVE	20		
583 MADISON AVE	40		
612 MADISON AVE	20		
633 MADISON AVE	20		
655 MADISON AVE	60		5
911 MADISON AVE	20		
975 MADISON AVE	16		
919 MOHEGAN AVE	16		
524 MOHEGAN AVE	20		
551 MOHEGAN AVE	20		
583 MOHEGAN AVE	40		
590 MOHEGAN AVE	16		
612 MOHEGAN AVE	20		
669 MOHEGAN AVE	20		
683 MOHEGAN AVE	40		
705 MOHEGAN AVE	20		
790 MOHEGAN AVE		16	
795 MOHEGAN AVE	20		
812 MOHEGAN AVE	40		
815 MOHEGAN AVE	120	16	

DIVISION 2

Area 7

ADDRESS	Sidewalk		
	4"	6"	CURB
833 MOHEGAN AVE	20		
865 MOHEGAN AVE	20		
874 MOHEGAN AVE	20		
897 MOHEGAN AVE	100		
922 MOHEGAN AVE		25	
946 MOHEGAN AVE	40		
960 MOHEGAN AVE	60		
975 MOHEGAN AVE	20	20	
984 MOHEGAN AVE	20		
187 N ADAMS RD	20		
600 N OLD WOODWARD AVE	36		
- N OLD WOODWARD (PARKING LOT SOUTH OF 600 N OLD WOODWARD)		64	8
700 N OLD WOODWARD AVE	44		
191 N WORTH ST	18		
211 N WORTH ST	54		
533 OAK AVE	40	20	
607 OAK AVE	20	20	
691 OAK AVE	40		
508 OAKLAND AVE	20		
780 OAKLAND AVE	20		
984 OAKLAND AVE	20		
987 OAKLAND AVE	20	20	
950 OXFORD DR	20		
647 PARK ST	20		
675 POPPLETON AVE	60	40	
243 RAVINE RD	20		5
- REDDING (SW CORNER OF & LAKESIDE DR.)	100		
846 REDDING RD	40		
857 REDDING RD	40		
723 RIDGEDALE AVE	36		
860 RIDGEDALE AVE	48		
987 RIDGEDALE AVE	40		
584 RIVENOAK		16	
711 RIVENOAK		16	
1019 RIVENOAK AVE	20		
1020 RIVENOAK AVE	80		
1030 RIVENOAK AVE	40		
1079 RIVENOAK AVE	60		
485 RIVENOAK AVE	40		
519 RIVENOAK AVE	20		
619 RIVENOAK AVE	20		
669 RIVENOAK AVE	40		
768 RIVENOAK AVE	20		
815 RIVENOAK AVE	40		
816 RIVENOAK AVE	80		
863 RIVENOAK AVE	260		
967 RIVENOAK AVE	20		
983 RIVENOAK AVE	40		

DIVISION 2

Area 7

ADDRESS		Sidewalk		
		4"	6"	CURB
984	RIVENOAK AVE	20		
840	SHEPARDBUSH RD	32		
810	TOTTENHAM RD	40		
811	TOTTENHAM RD	76		
843	TOTTENHAM RD	40		
576	VINEWOOD AVE	40		
608	VINEWOOD AVE	40		
622	VINEWOOD AVE	16		
789	VINEWOOD AVE	20		
799	VINEWOOD AVE	20		
710	WILLITS ST	20		
1005	WIMBLETON DR	20		
165	WIMBLETON DR		40	
175	WIMBLETON DR	20		
287	WIMBLETON DR	40		
322	WIMBLETON DR	20		
340	WIMBLETON DR	40		
420	WIMBLETON DR		20	
498	WIMBLETON DR	40		
612	WIMBLETON DR	20		
625	WIMBLETON DR	100		
636	WIMBLETON DR	80		
652	WIMBLETON DR	20		
680	WIMBLETON DR	40		
700	WIMBLETON DR	52		
715	WIMBLETON DR	60		
812	WIMBLETON DR	20		
824	WIMBLETON DR	20	20	
900	WIMBLETON DR	20		
923	WIMBLETON DR	60		
930	WIMBLETON DR	60		
787	WOODLAND		20	
628	WOODLAND ST		20	
35238	WOODWARD AVE	53		
	WORTH ST (NW CORNER OF E MAPLE RD)		65	
TOTAL		7000	1000	20

DIVISION 3

Area 1A

Street	Notes	CITY				OWNER			
		4" Plain	6" Plain	CURB (LF)	Seal Exposed Aggregate (SF)	Caulk Joints (LF)	4" EXP. AGG.	6" EXP. AGG.	

W. Maple Rd

118									
120 Warby Parker					71.0	38.0			
122					86.0	48.0			
124					36.0	25.0			
Willits Alley									
138 Lark & Co									
142 BluArch				3.00	33.0	44.0			
146 James & Bloom Cabinetry					100.0	40.0			
144 Modern Aesthetics					19.0	38.0			
150 Steele Angel					18.0	12.0			
154 ABC Vintage LLC					85.0	34.0			
160 Dick O'Dows					60.0	29.0			
166 Caruso					110.0	44.0			
168					200.0	80.0			
172 BlueMercury					125.0	50.0			
180				4.00	21.0	44.0			
190									
214 Anthropologie				4.00	298.0	201.0			
250 Bakehaus					95.0	38.0			
254 Essential Nail bar					95.0	43.0			
268 St. Croix Shop					95.0	38.0			
270 Beyond Juice					100.0	40.0			
276									
280 Wabeek bldg					85.0	39.0			
282 Woodward Ave Print					95.0	38.0			
284 Moosejaw				4.00	326.5	151.0			
286 Kybun Joya					95.0	46.0			
320									
336 Pernoi									
360 McCann Worldgroup	Totals encompass entire property	4.0	5.0	20.00	1583.0	1124.0	1.0	10.0	12.00
									2.0
									2.00

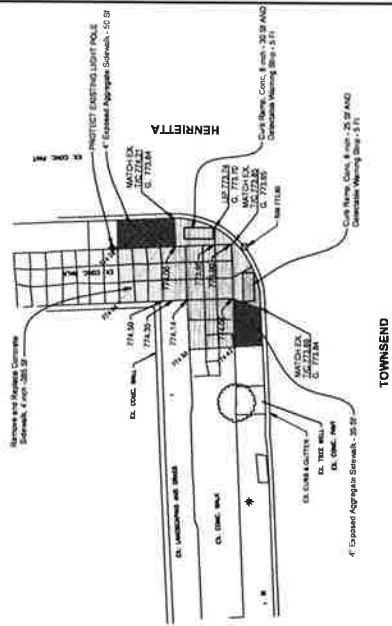
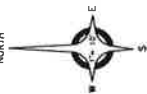
N. Old Woodward

101 Starbucks					581.0	206.0			
135					139.0	69.0			
141									
167 Sweet Greens					197.0	64.0			
183 Paris Baguette					336.0	40.0			
185 Union Barber LLC									
191 Sapient Inc.									
205					121.0	70.0			
207									
209					24.0	8.0			
211									

DIVISION 3

Area 1A

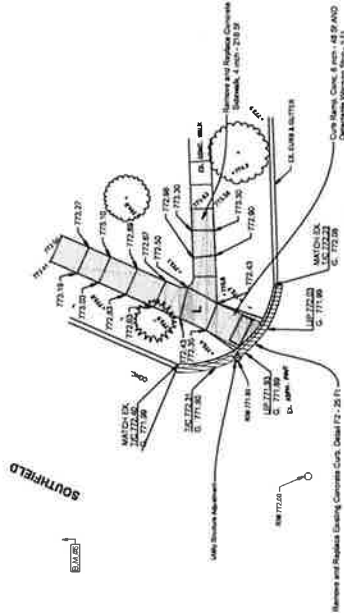
Street	Notes	CITY					OWNER				
		4" Plain	6" Plain	CURB (LF)	Seal Exposed Aggregate (SF)	Caulk Joints (LF)	4" EXP. AGG.	6" EXP. AGG.			
215 Supernatural											
217						93.0					
219											
229 Paint Nail Bar											
233						92.5					
237											
239											
265						167.0					
275						80.0					
280	IN WILLITS	320.00	6.0	36.00		463.0					
280			5.0	5.0							
280			4.0	3.0							
280			2.5	2.5							
280											
280											
301											
323 Flemings		2.0	5.0	10.00							
325		3.0	5.0	15.00							
327				22.00							
333 parking structure		4.0	5.0	20.00							
Willits Alley											
230											
231 Beats by Dr. Dre						141.00					
235						162.00					
237 Martin Sports & Enter.						153.00					
						117.00					
Willits Street											
Willits Alley	ALLEY APPROACH IN WILLITS	8.0	9.0	72.00							
105		3.0	4.0	12.00		160.0					
101 Darakjian Jewelers						156.0					
111											
115 Mare Mediterranean						150.0					
117 Sidecar Slider Bar				250.00		573.0					
104						104.0					
108 Tilt						140.0					
110 Inowell						146.0					
114 Publicis Media						128.0					
Parking Lot						438.0					
300 church		3.0	5.0	15.00							
Sub-totals 1A				760.00	95.00	35.00	10,225.00	5,505.00	240.00	5.00	



**BENCH MARKS
(NAVD83 DATUM)**
BENCH MARK NO. 1
BOTTOM OF SOUTH EYE
OF TOWER OF SOUTH EYE
TOWER, TOWER OF SOUTH
EYE, BATES ELEVATION 771.4



**SITE 5
NW CORNER TOWNSEND AND HENRIETTA**

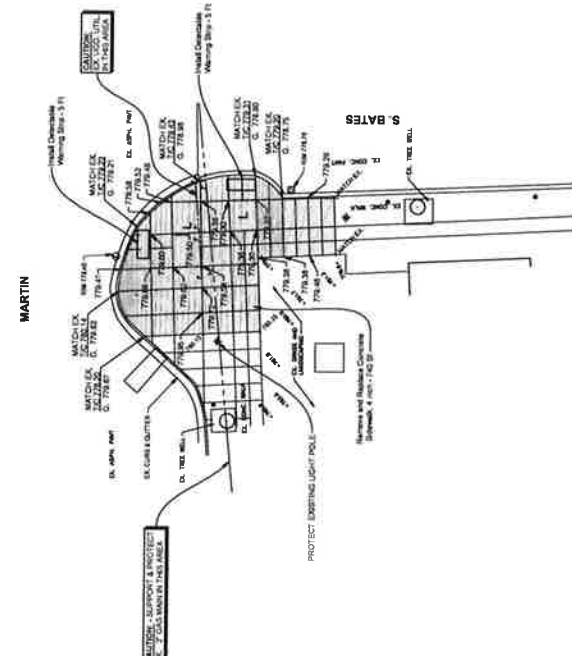


**BENCH MARKS
(NAVD83 DATUM)**
BENCH MARK NO. 1
BOTTOM OF SOUTH EYE
OF TOWER OF SOUTH EYE
TOWER, TOWER OF SOUTH
EYE, BATES ELEVATION 771.4

**SITE 7
NE CORNER OF SOUTHFIELD AND MERRILL**



**LOCATION MAP
NOT TO SCALE**



**SITE 1
SW CORNER OF MARTIN AND S. BATES**

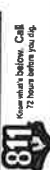
**BENCH MARKS
(NAVD83 DATUM)**
BENCH MARK NO. 1
BOTTOM OF SOUTH EYE
OF TOWER OF SOUTH EYE
TOWER, TOWER OF SOUTH
EYE, BATES ELEVATION 771.4

NO.	DATE	DESCRIPTION
1	10/1/14	ISSUED FOR PERMIT
2	10/1/14	ISSUED FOR PERMIT
3	10/1/14	ISSUED FOR PERMIT
4	10/1/14	ISSUED FOR PERMIT
5	10/1/14	ISSUED FOR PERMIT
6	10/1/14	ISSUED FOR PERMIT
7	10/1/14	ISSUED FOR PERMIT
8	10/1/14	ISSUED FOR PERMIT
9	10/1/14	ISSUED FOR PERMIT
10	10/1/14	ISSUED FOR PERMIT

**SIDEWALK REPAIR
PROGRAM**

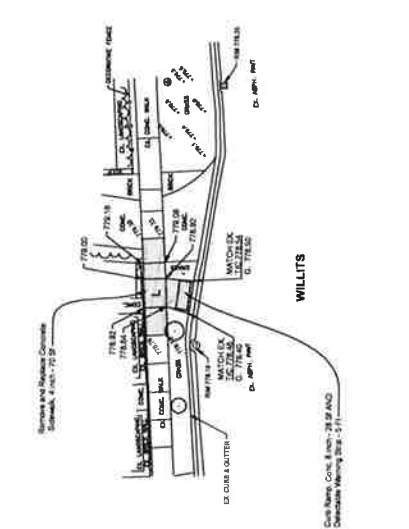
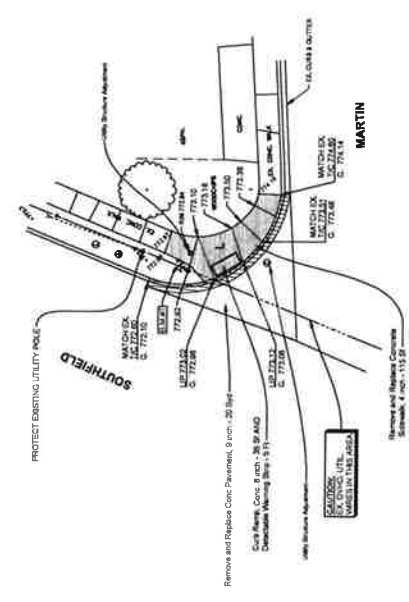
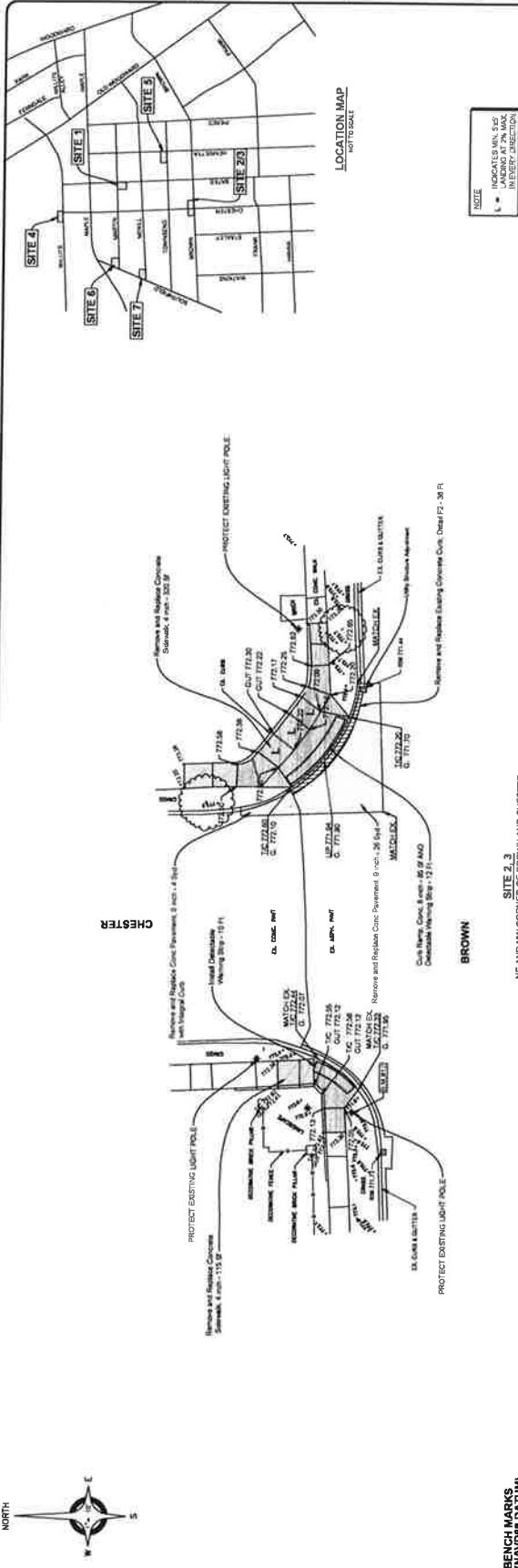
**CONSTRUCTION
PLAN
SITE 1, 5, AND 7**

CITY OF BIRMINGHAM
10/1/14



NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR HIGHWAYS AND STREETS, LATEST EDITION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR UTILITIES, LATEST EDITION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR SIGNALS AND TRAFFIC CONTROL, LATEST EDITION.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR LANDSCAPE ARCHITECTURE, LATEST EDITION.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES, LATEST EDITION.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC SAFETY, LATEST EDITION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC HEALTH, LATEST EDITION.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC WELFARE, LATEST EDITION.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BIRMINGHAM STANDARD SPECIFICATIONS FOR PUBLIC ORDER, LATEST EDITION.

0221-0064
10/1/14



BENCH MARKS
(NAVD88 DATUM)
BENCH MARK NO. 7
TOP OF PITCHMENT ON
NORTHEAST CORNER OF
MARTIN AND SCOTTFIELD
ROAD
ELEVATION: 775.12

**BENCH MARKS
(NAVD88 DATUM)**

BENCH MARK NO. 10
1.5" ON SOUTHWEST BOLT OF
LIGHT BOLT AT NORTHWEST
CORNER OF WILUTS AND
WARREN
ELEVATION: 779.18

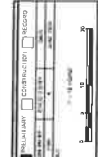
BENCH MARK NO. 11
TOP OF HYDRANT AT
SOUTHEAST CORNER OF
CHESTER & WILUTS

SITE 4
NORTH SIDE OF WILLITS AT CHESTER

SIDEWALK REPAIR PROGRAM

**CONSTRUCTION
PLAN**

CITY OF BIRMINGHAM



811 Know what's below. Call 72 hours before you dig.

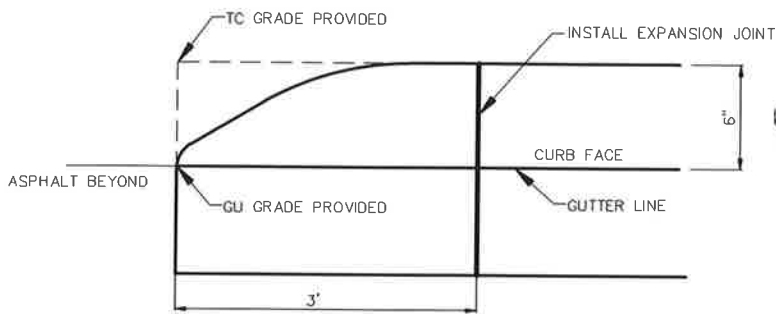
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AND CONSTRUCTION, THE CONTRACTOR SHALL USE
EXTRA CAUTION WHEN OPERATING NEAR ANY AND ALL
HEAD AND / OR BLIND UTILITIES.

0221-0064

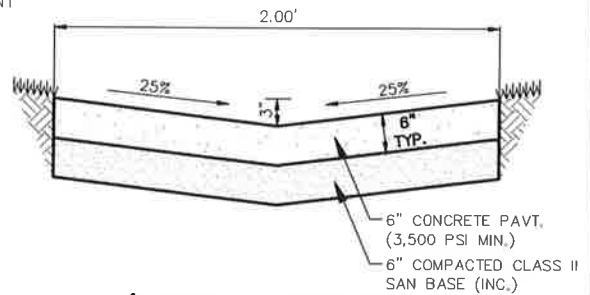
2

100



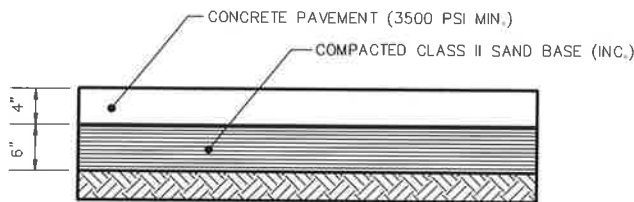
(CT) CURB TAPER DETAIL AT ALL CURB END LOCATIONS

N.T.S.



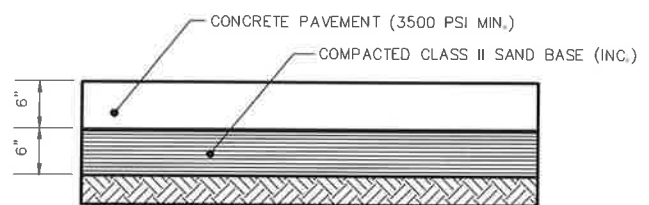
2' WIDE DRAINAGE SPILLWAY DETAIL

N.T.S.



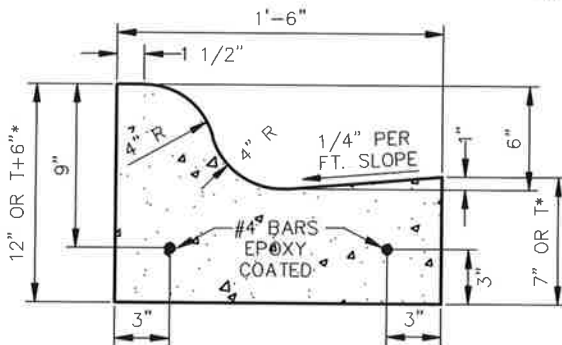
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N.T.S.



6\"/>

N.T.S.

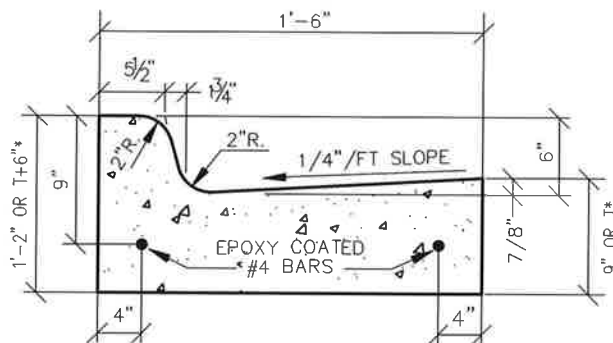


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL

BIRMINGHAM 6\"/>

N.T.S.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL.

MDOT CONCRETE CURB AND GUTTER, STANDARD GUTTER, DETAIL F2

APPLIES TO RAMPS AT WOODWARD & WORTH

N.T.S.



ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

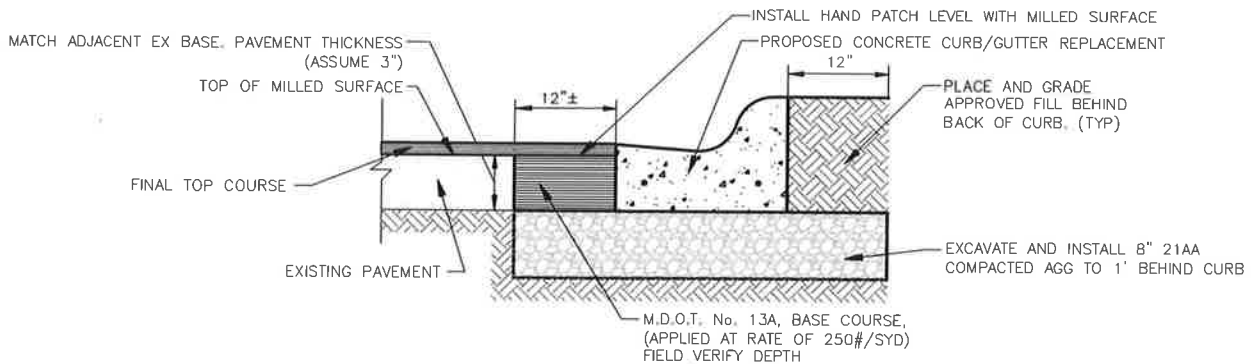


Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE
N.T.S.

DATE
3/27/18

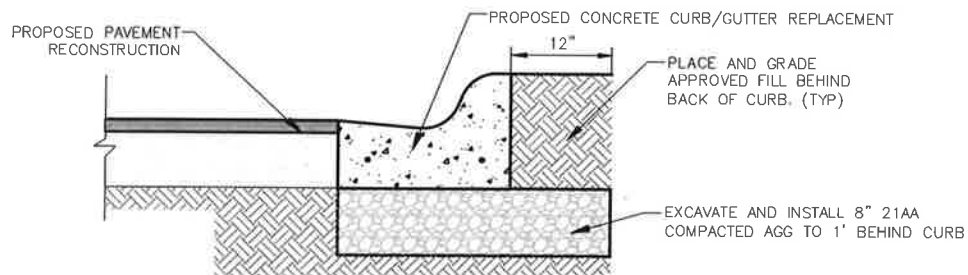
DRAWN
CD



CURB REPLACEMENT / HANDPATCH

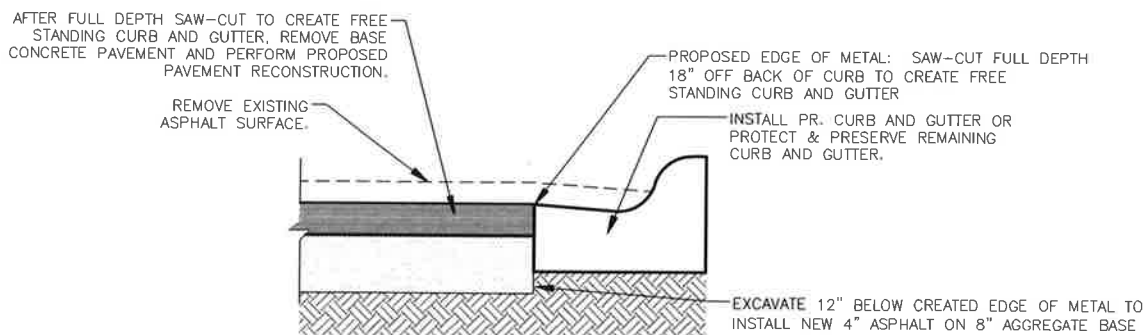
APPLIES TO PAVEMENT RESURFACING
AREAS AND/OR AS SPECIFIED

N.T.S.



CURB REPLACEMENT ADJACENT TO PAVEMENT RECONSTRUCTION

N.T.S.



FULL DEPTH PAVEMENT SAWCUT TO CREATE FREESTANDING CURB AND GUTTER

N.T.S.



ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:



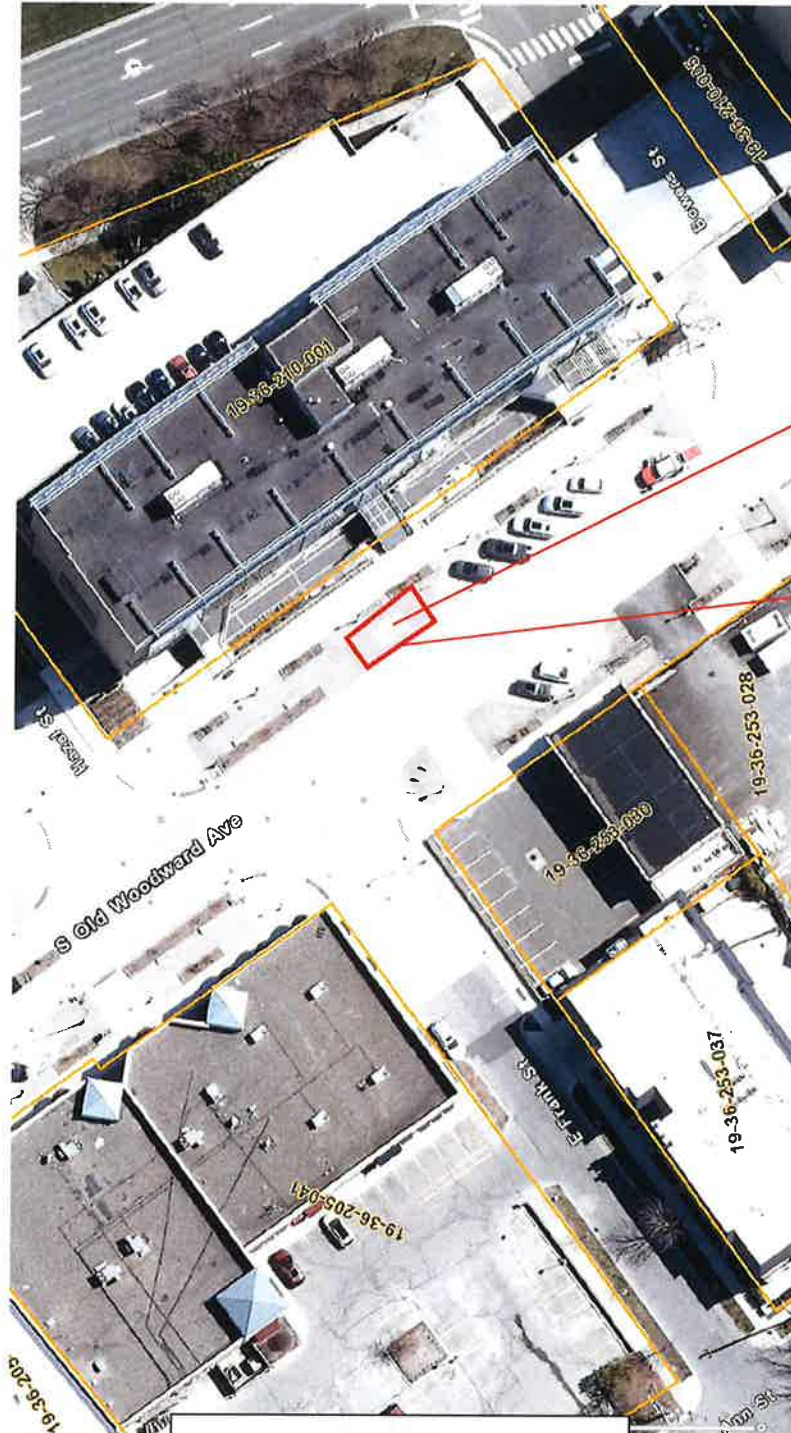
Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE
N.T.S.

DATE
3/27/18

DRAWN
CD

DIVISION 5 - BUS SHELTER LOCATIONS



Remove Conc. Sidewalk
(QTY. 90 SF)

10" Thick, Rectangular
Reinforced Concrete Pad
(QTY. 90 SF)

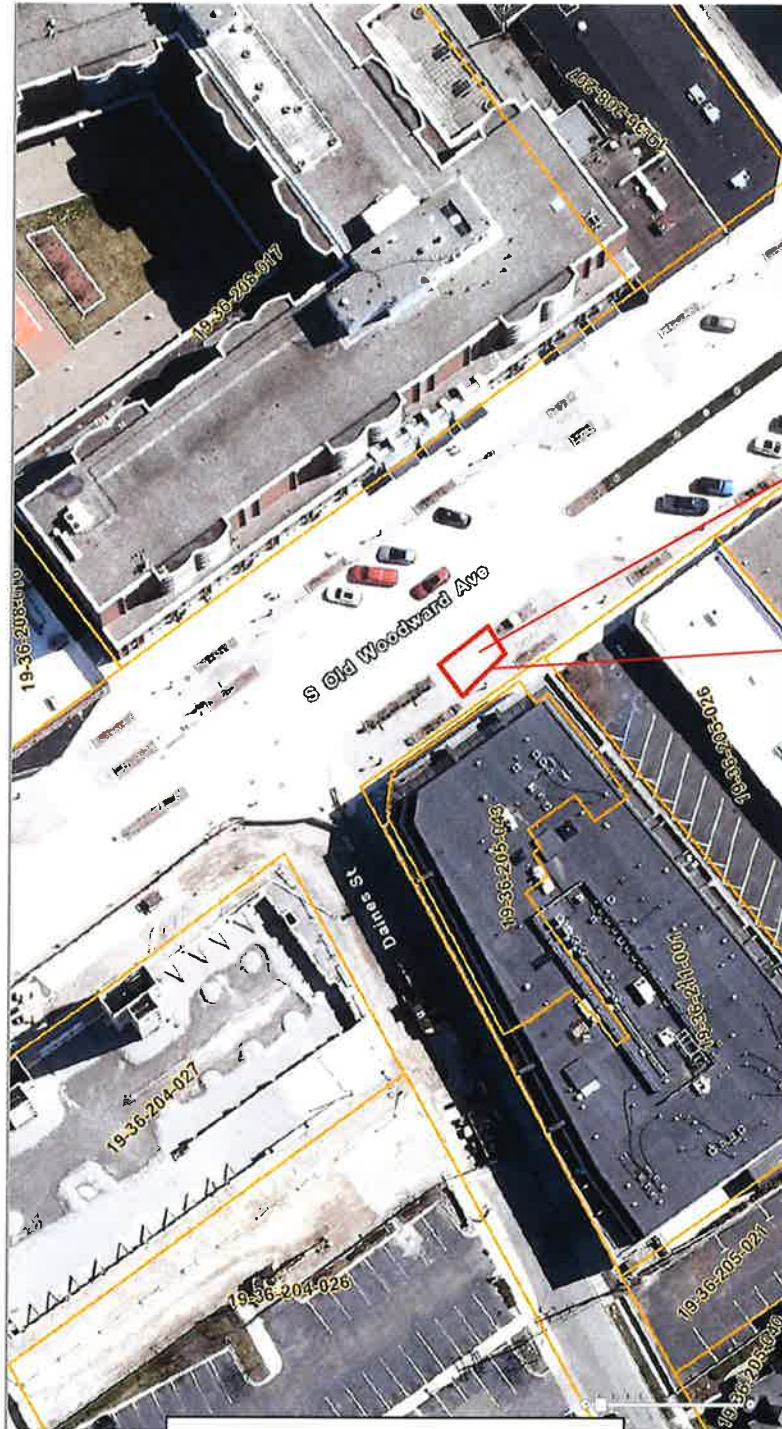
See Bus Shelter Pad -
Standard Detail

NOTE:

This map is intended for
reference purposes only

Location 1
-Not to Scale-

DIVISION 5 - BUS SHELTER LOCATIONS



Remove Conc. Sidewalk
(QTY. 90 SF)

10" Thick, Rectangular
Reinforced Concrete Pad
(QTY. 90 SF)

See Bus Shelter Pad -
Standard Detail

NOTE:

This map is intended for
reference purposes only

Location 2
 -Not to Scale-

DIVISION 5 - BUS SHELTER LOCATIONS



Remove Conc. Sidewalk
(QTY. 90 SF)

10" Thick, Rectangular
Reinforced Concrete Pad
(QTY. 90 SF)

See Bus Shelter Pad -
Standard Detail

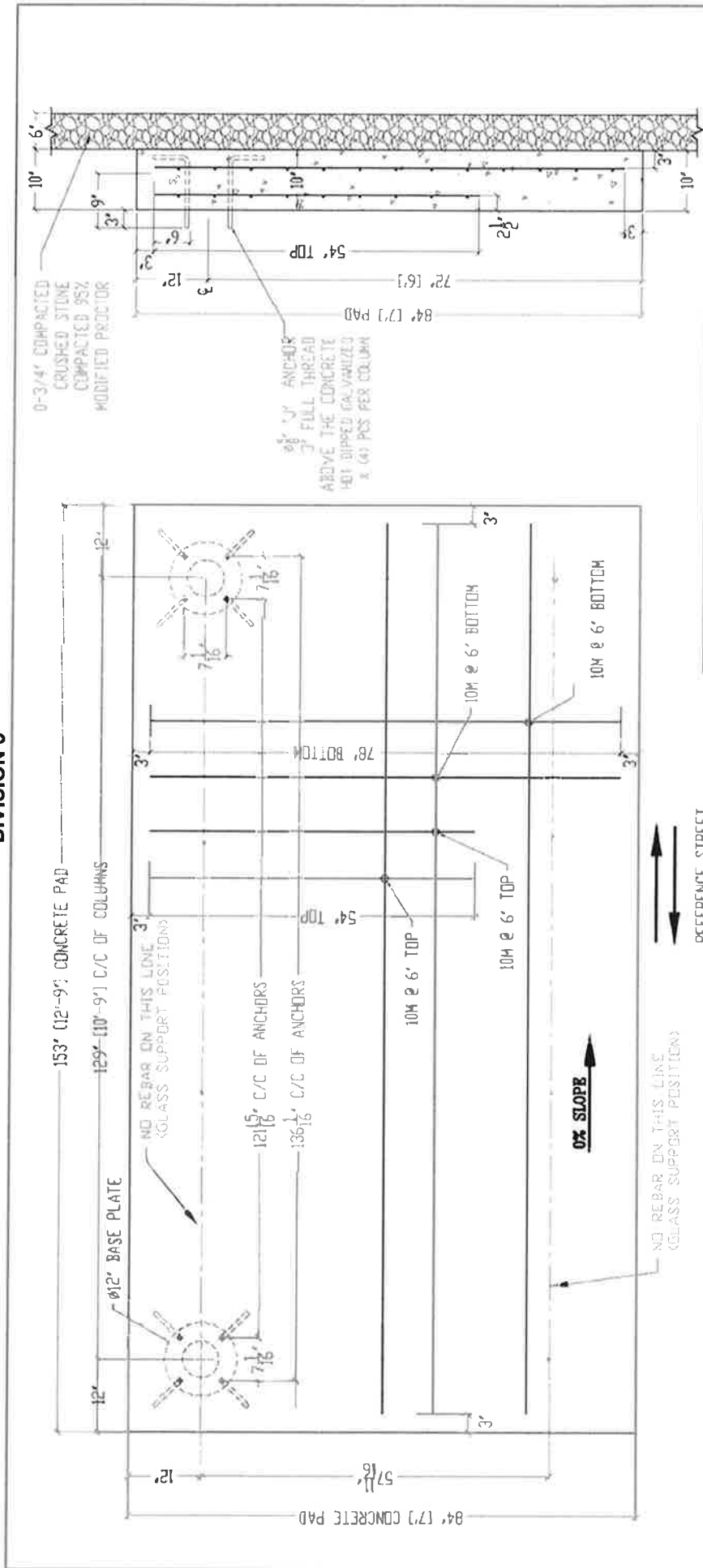
Restore, 3" Topsoil, Seed
& Mulch

NOTE:

This map is intended for
reference purposes only

Location 3
-Not to Scale-
Page 3 of 3

DIVISION 5



NOTE:

- PAD DESIGN AND SIZE SHOWN ON THIS DRAWING ARE FOR REFERENCE ONLY.
- ENSEIOM PROVIDES ANCHOR SPECS AND POSITION OF SHELTER RELATIVE TO MIN. PAD DIMENSIONS.
- ACTUAL DESIGN IS SUBJECT TO LOCAL CLIMATIC CONDITION AND BUILDING CODES.
- CONCRETE PAD DESIGN AND CONSTRUCTION PROVIDES BY OTHERS
- 4 ANCHOR BOLTS ARE ALWAYS 12" LONG, ANCHORS TO BE 3" FULL THREADED CLEAR ABOVE CONCRETE SURFACE
- ANCHOR BOLT ϕ 5/8 (44W GALVANIZED) X 12" LONG MIN.

GENERAL NOTES:

CONCRETE 4,000 PSI @ 28 DAYS
 STEEL REBAR 60,000 PSI
 ANCHOR BOLTS 44,000 PSI

CONCRETE PAD 0' SLOPE
 SCALE: 3/4" = 1' - 0"

OPTION-1

	Les Intégrales Enseicom Inc.		225 AVENUE, SUITE 100 SHERBROOKE, QUEBEC J1H 5A5 TEL: 819-566-8888 FAX: 819-566-8889 WWW.ENSEIOM.COM		NO. PROJECT 508 No.		CONSULTANT S.S.		NO. SOUS-PROJET PROPOSAL NO.		DESIGN DISSEMINATION ACCORDING TO: XXXX-XXX		
	CLIENT Birmingham PD		CONSULTANT M.C.		DATE 17-04-12		TYPE BUS SHELTER		DATE DD-MM-YY		NO. DESIGNE 0111-0410		
LOCATION Birmingham, MI		SCALE 1" = 1' (1:12)		SHEET 01		NO. DESIGNE 0111-0410		SHEET 01		NO. DESIGNE 0111-0410		SHEET 01	

DIVISION 6 - FIRE STATION CONCRETE REPAIR MAPS



DIVISION 6 - FIRE STATION CONCRETE REPAIR MAP



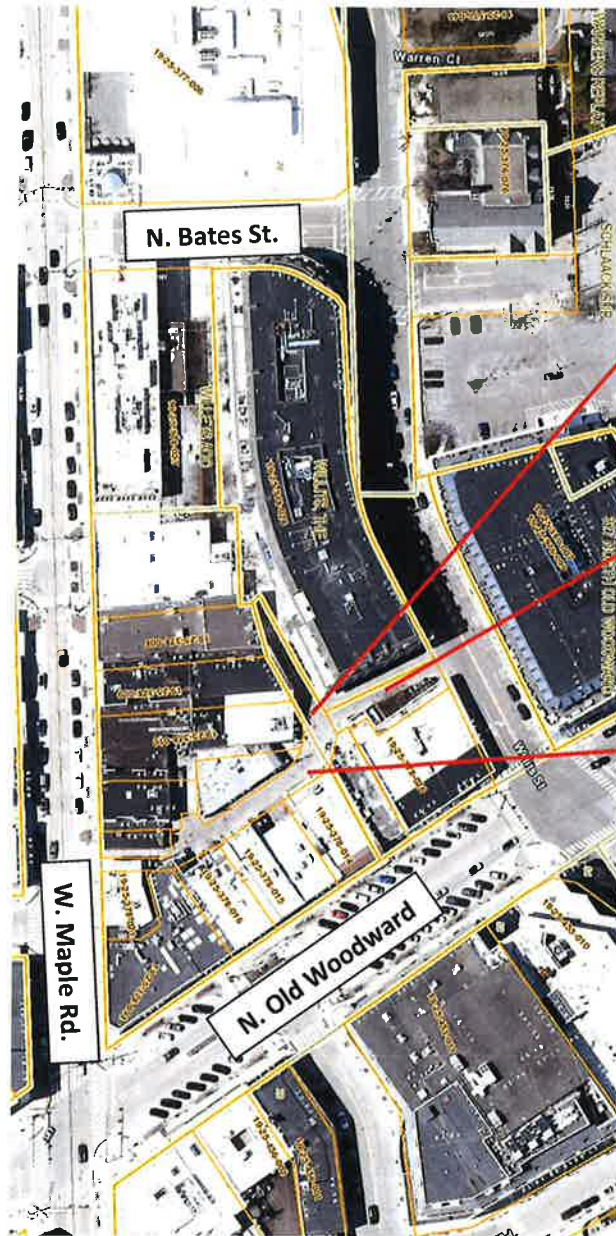
Remove & Replace 6"
Concrete Sidewalk Ramp
(QTY: 40 SF) AFTER
HYDRANT REPAIR IS
COMPLETED

NOTE:

This map is intended for
reference purposes only

-Not to Scale-
Fire Station No. 2 – 1600 W. Maple

DIVISION 7 - ALLEYS LOCATION MAPS



9" Concrete Pavement
Repair – MDOT Type
P-NC Concrete
(QTY. 85 SY)

9" Concrete Pavement
Repair – MDOT Type
P1 Concrete
(QTY. 85 SY)

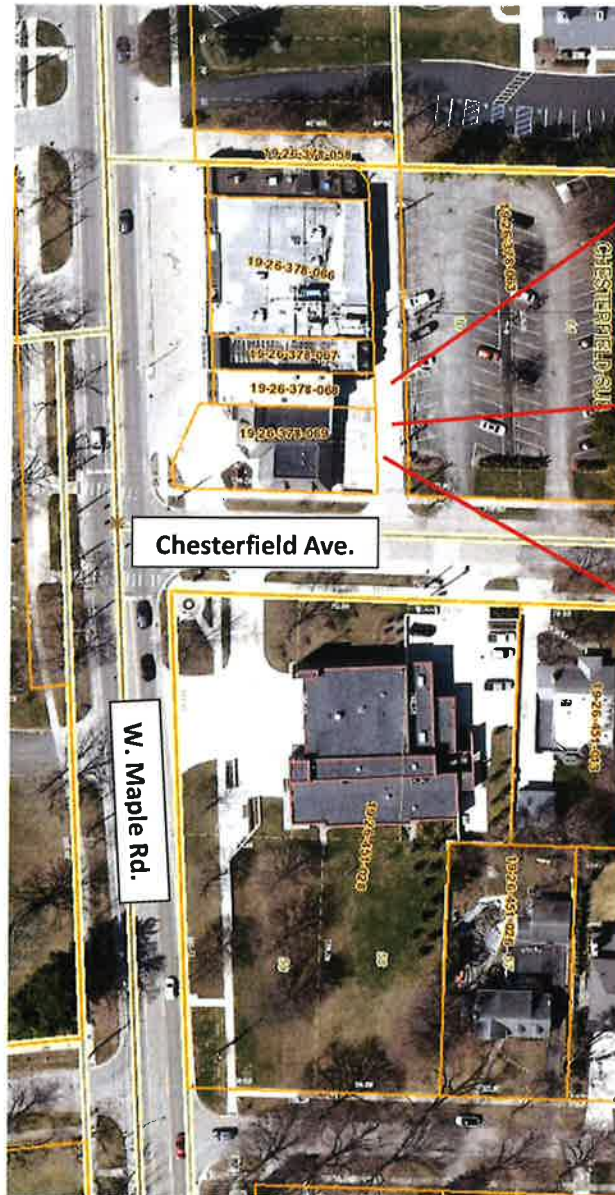
9" MDOT 17A Exposed
Aggregate
(QTY. 35 SY)

NOTE:

This map is intended for
reference purposes only

Location 1 -
-Not to Scale-

DIVISION 7 - ALLEYS LOCATION MAPS



9" Concrete Pavement
Repair – MDOT Type
P-NC Concrete
(QTY. 85 SY)

9" Concrete Pavement
Repair – MDOT Type
P1 Concrete
(QTY. 85 SY)

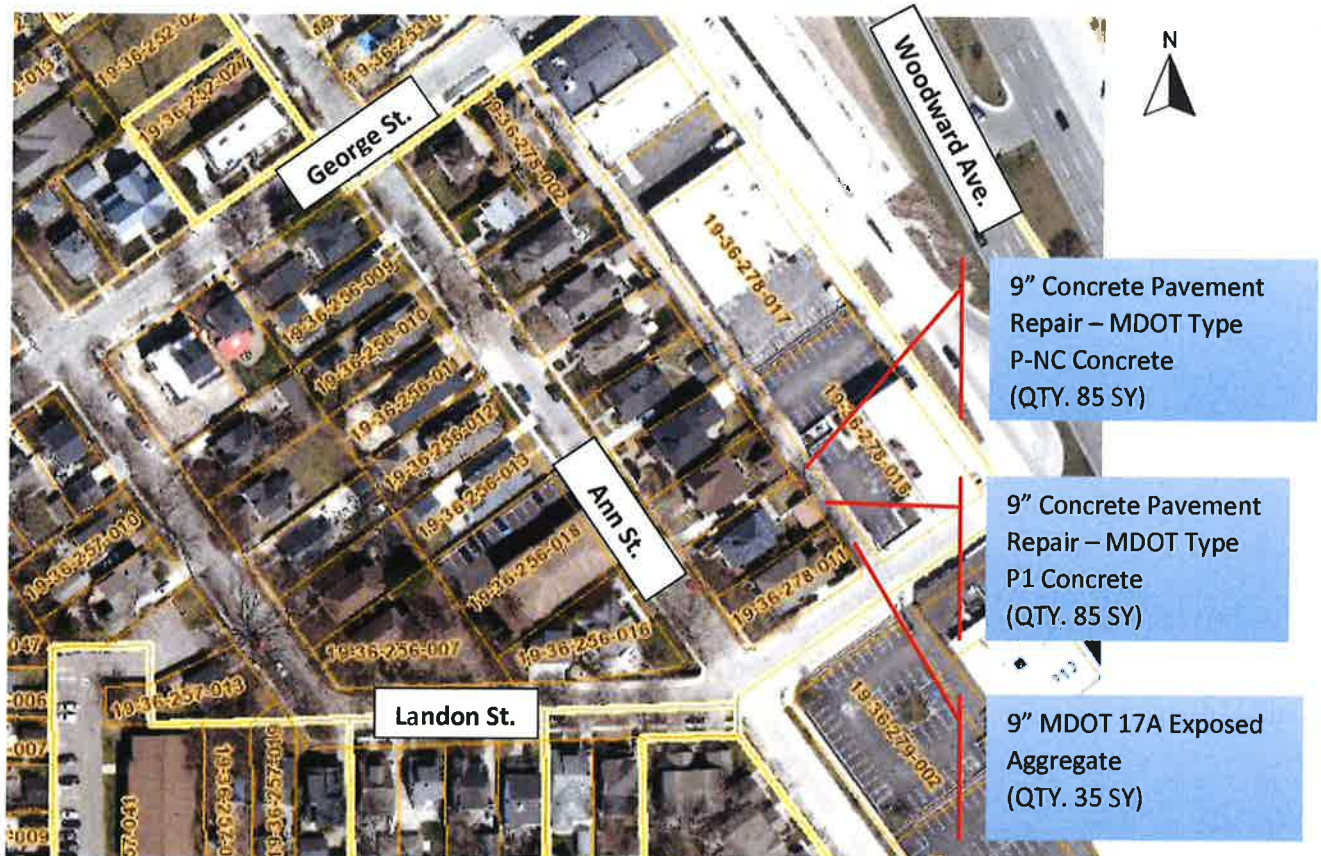
9" MDOT 17A Exposed
Aggregate
(QTY. 35 SY)

NOTE:

This map is intended for
reference purposes only

Location 2
-Not to Scale-

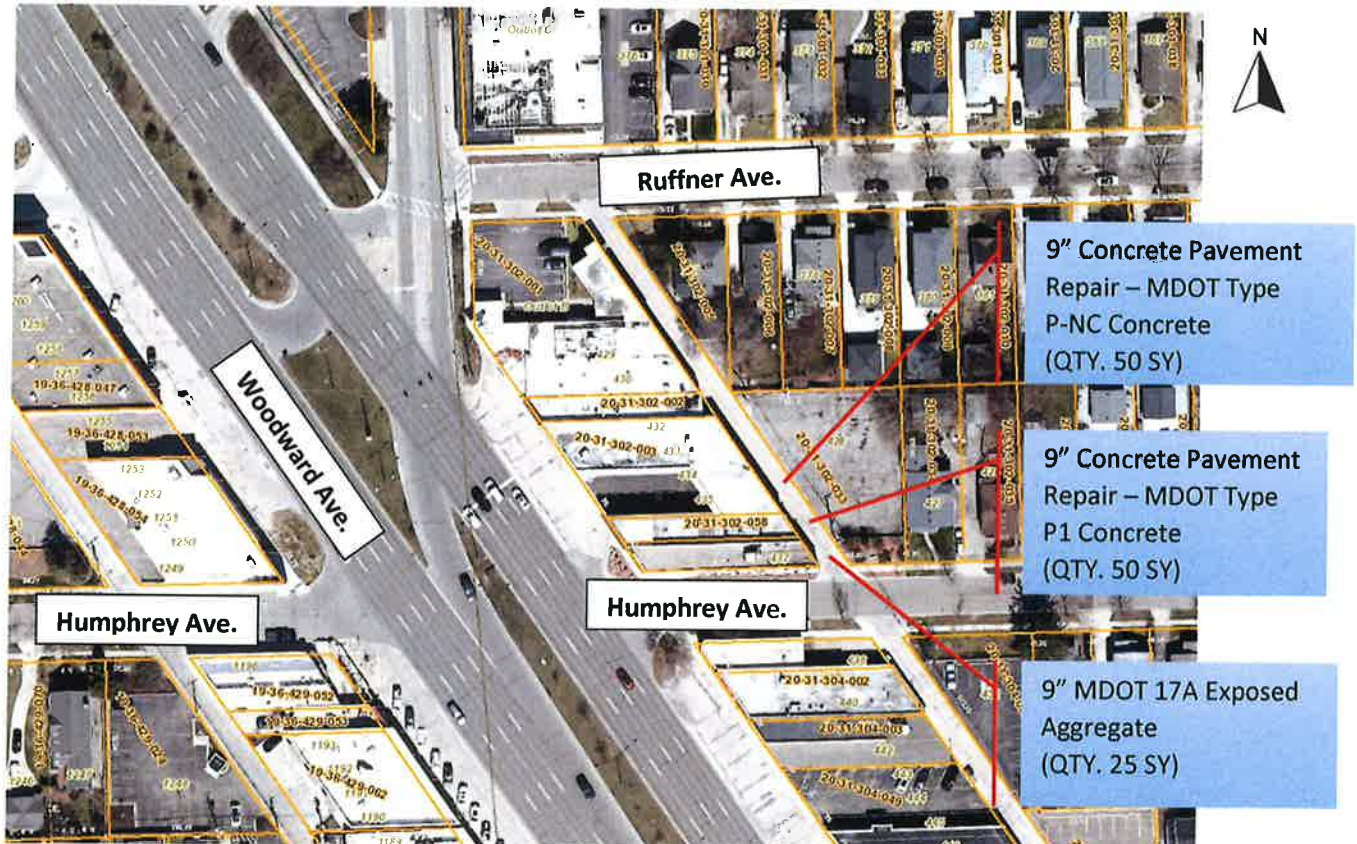
DIVISION 7 - ALLEYS LOCATION MAPS



Location 3
 -Not to Scale-

NOTE:
 This map is intended for
 reference purposes only

DIVISION 7 - ALLEYS LOCATION MAPS



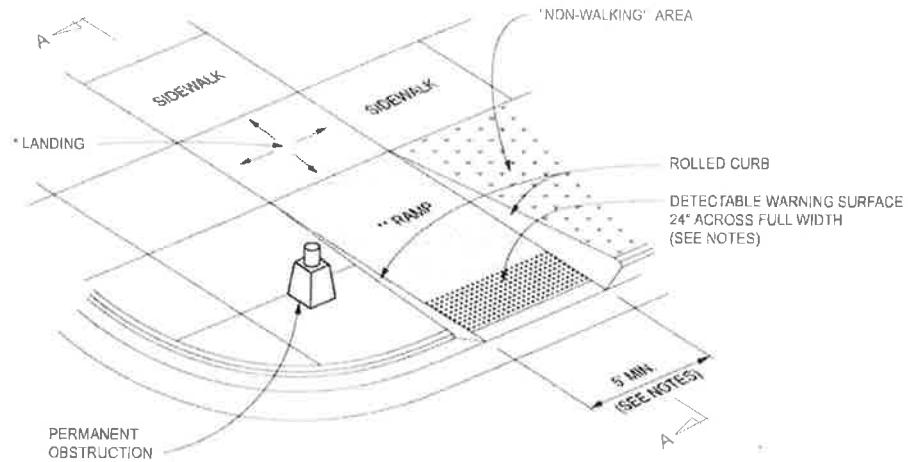
Location 4
-Not to Scale-

NOTE:

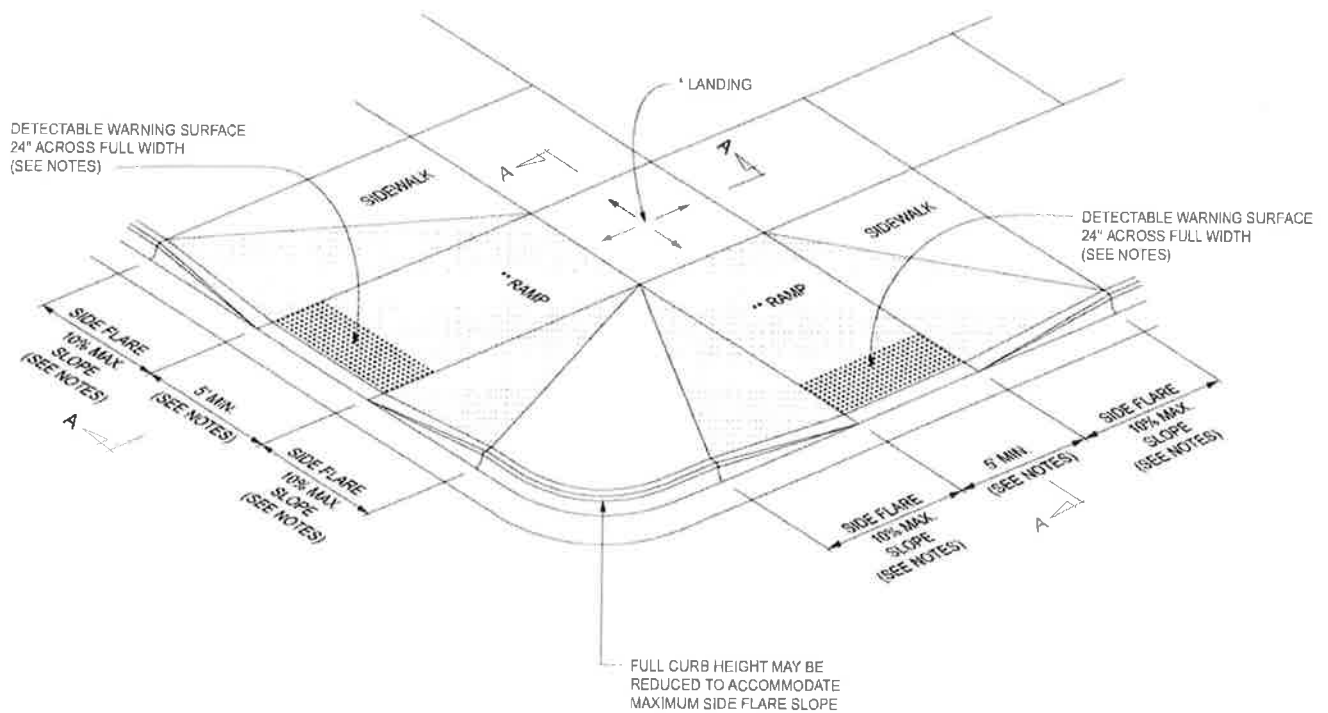
This map is intended for reference purposes only

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES



CURB RAMP TYPE R
(ROLLED SIDES)



CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PC

STANDARD PLAN FOR
CURB RAMP AND
DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

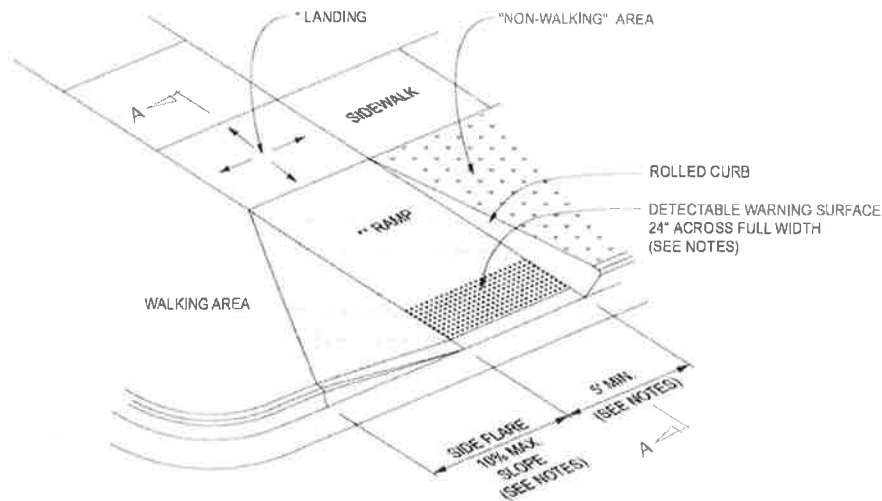
11/08/2023
PLAN DATE

R-28-K

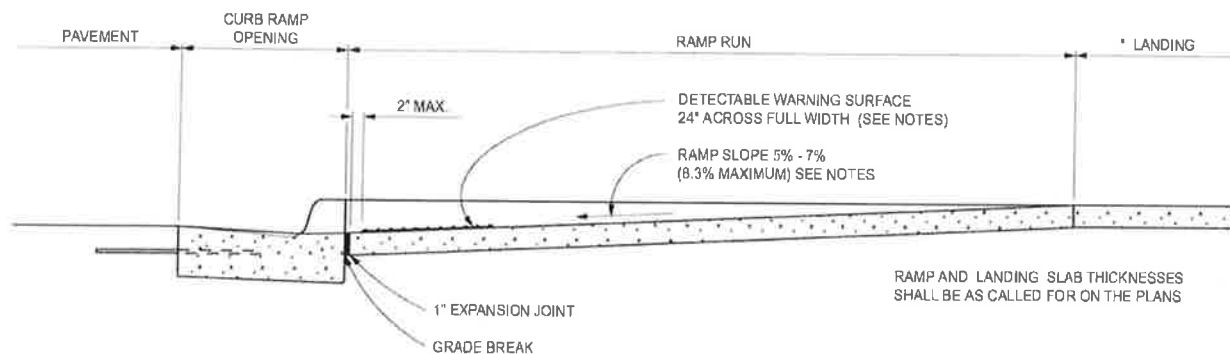
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES



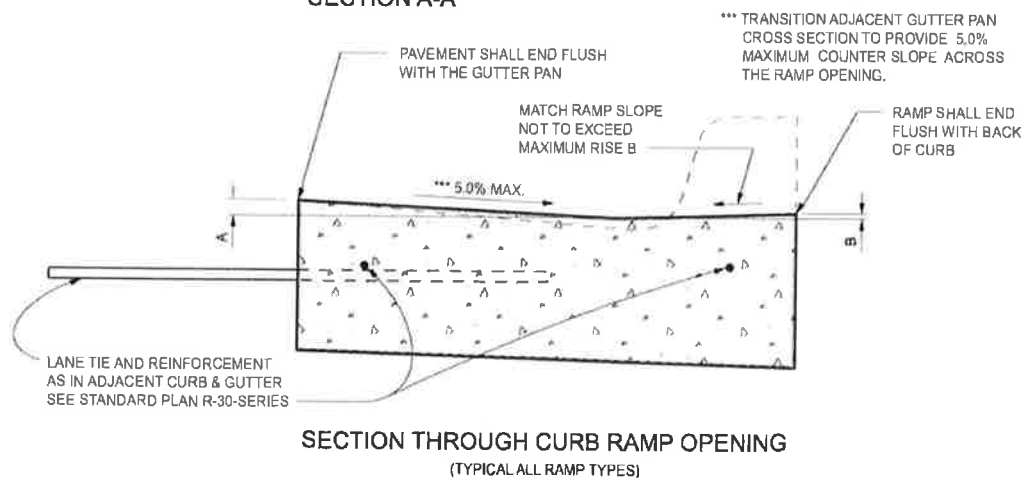
CURB RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	3/4	1
B2	3/4	1
B3	3/4	1
D1	3/4	1
D2	3/4	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/4	1/2
C4	3/4	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
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F4	3/4	1/2
F5	1	1/2
F6	1	1/2

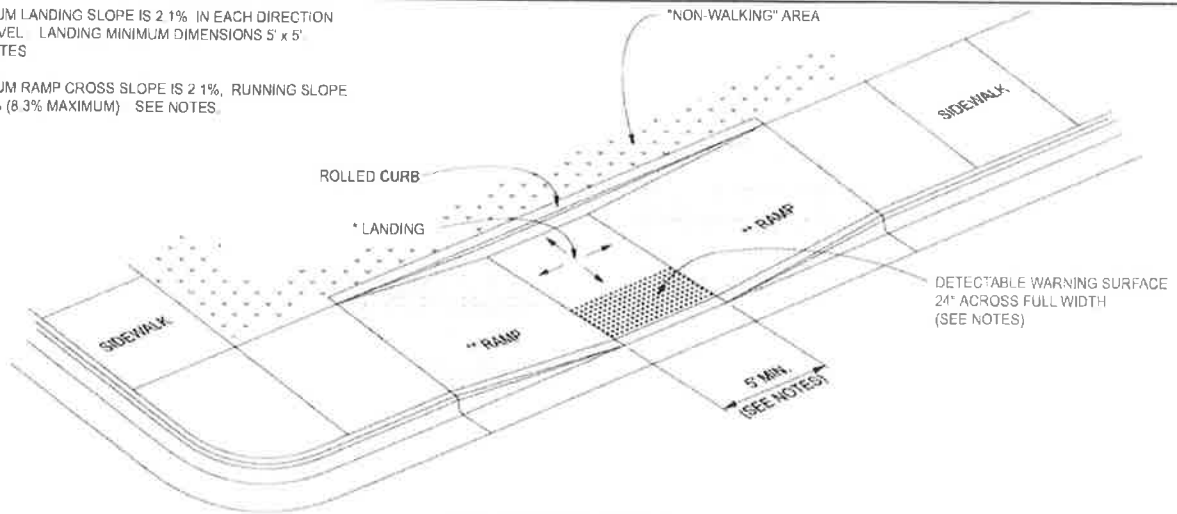
FOR CURB TYPES SEE
STANDARD PLAN R-30-SERIES



 Michigan Department of Transportation	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS			SHEET 2 OF 7
	DEPARTMENT DIRECTOR BRADLEY C. WIEFELICH, PE	(SPECIAL DETAIL)	11/08/2023 PLAN DATE	
FHWA APPROVAL				SECT

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES

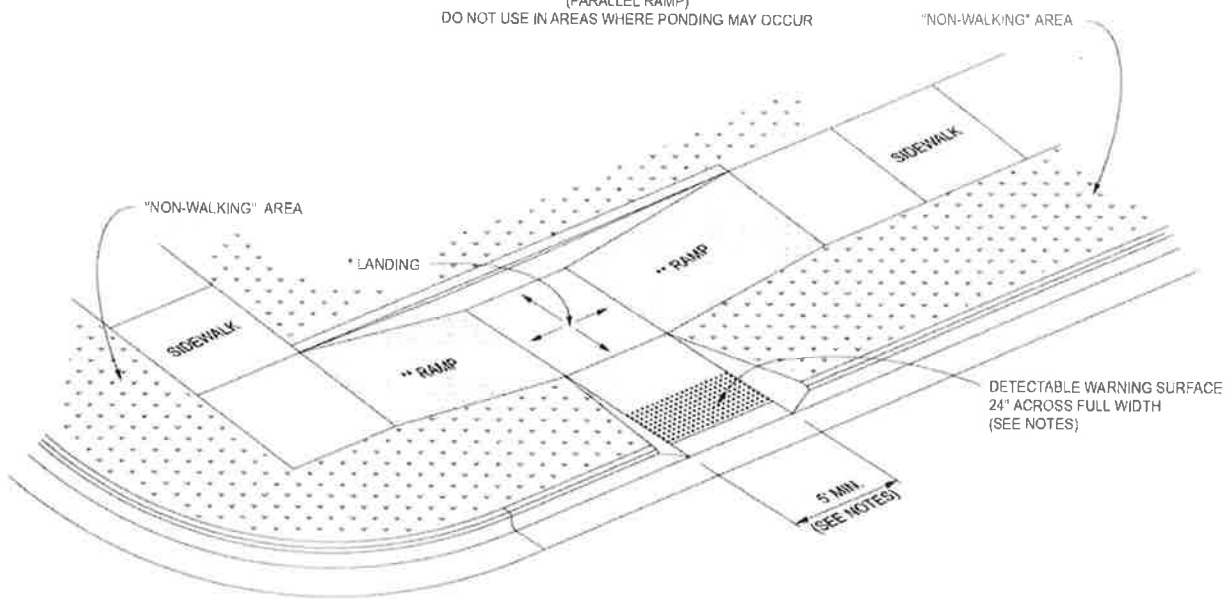
** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



CURB RAMP TYPE P

(PARALLEL RAMP)

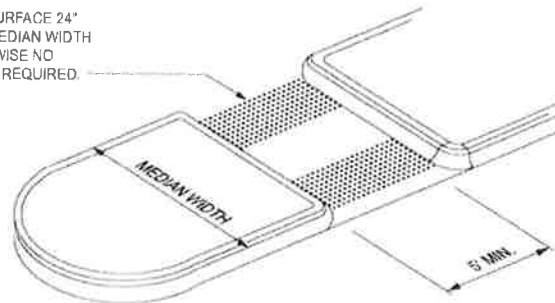
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



CURB RAMP TYPE C

(COMBINATION RAMP)

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



CURB RAMP TYPE M

(MEDIAN ISLAND)



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

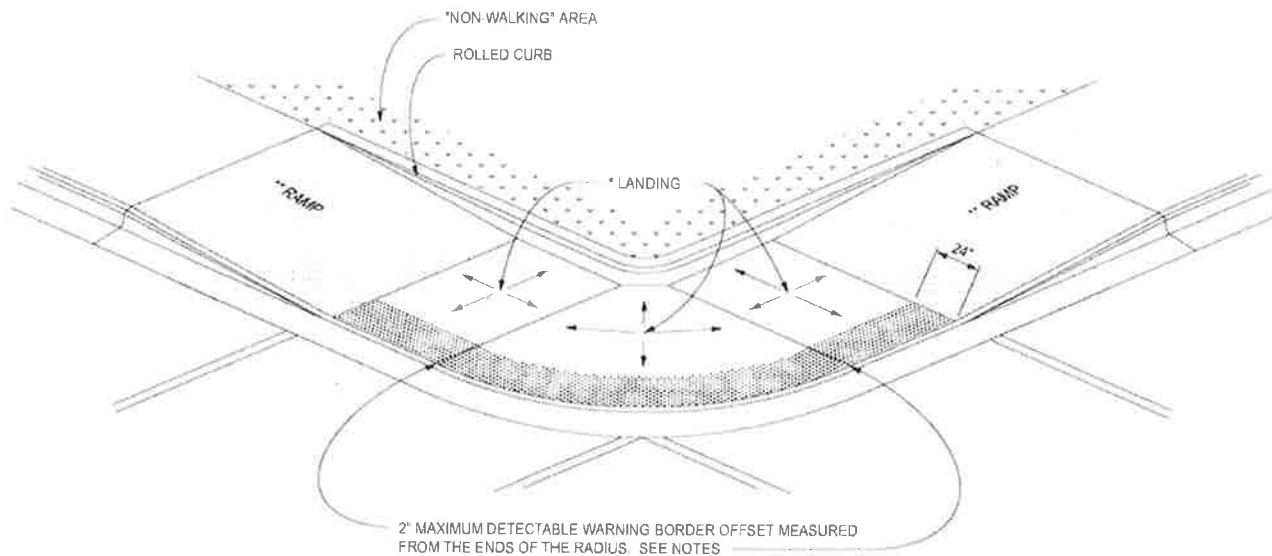
11/08/2023
PLAN DATE

R-28-K

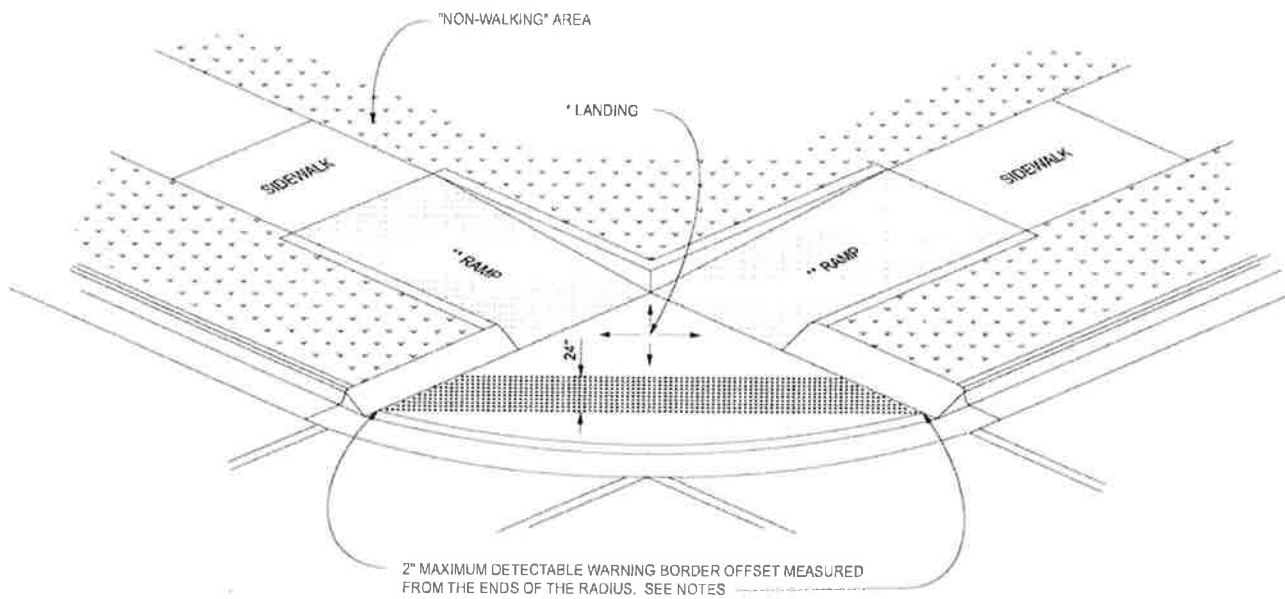
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.1% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5' SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.1%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM) SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

CURB RAMP TYPE D (DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION



STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

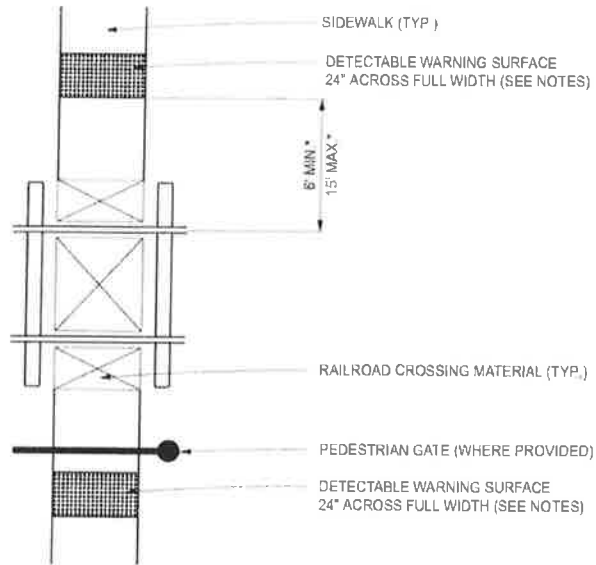
(SPECIAL DETAIL)
FHWA APPROVAL

11/08/2023
PLAN DATE

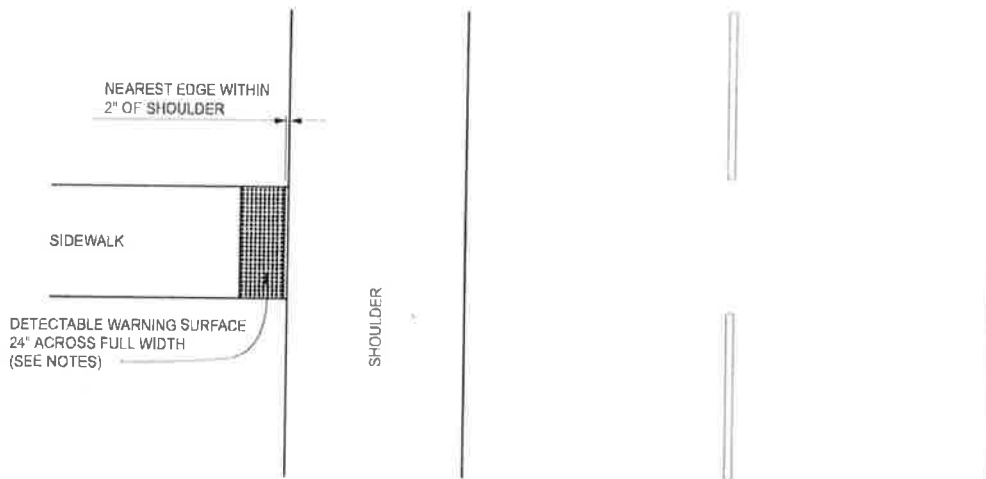
R-28-K

SHEET
4 OF 7
SECT

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.

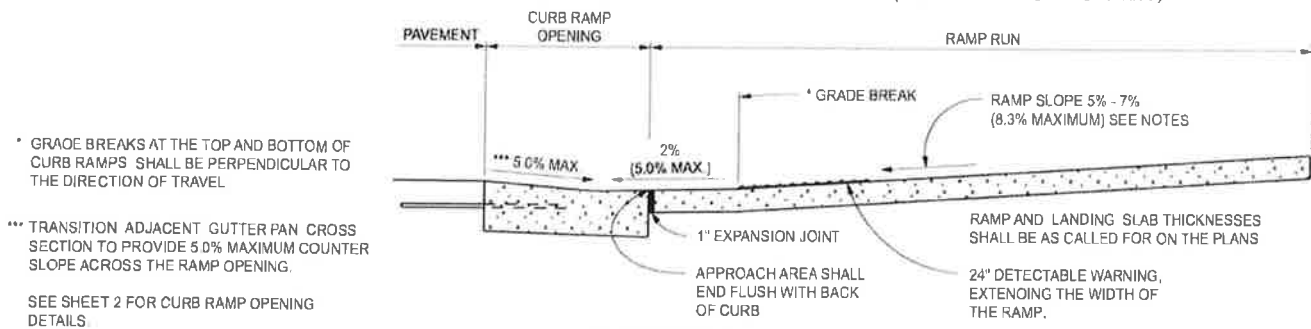
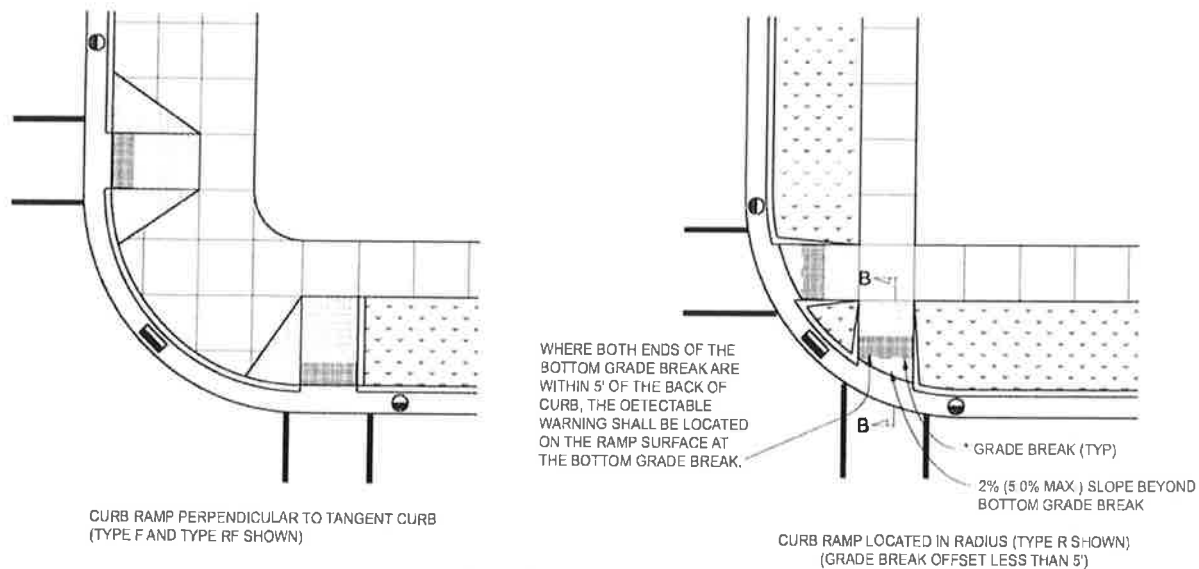
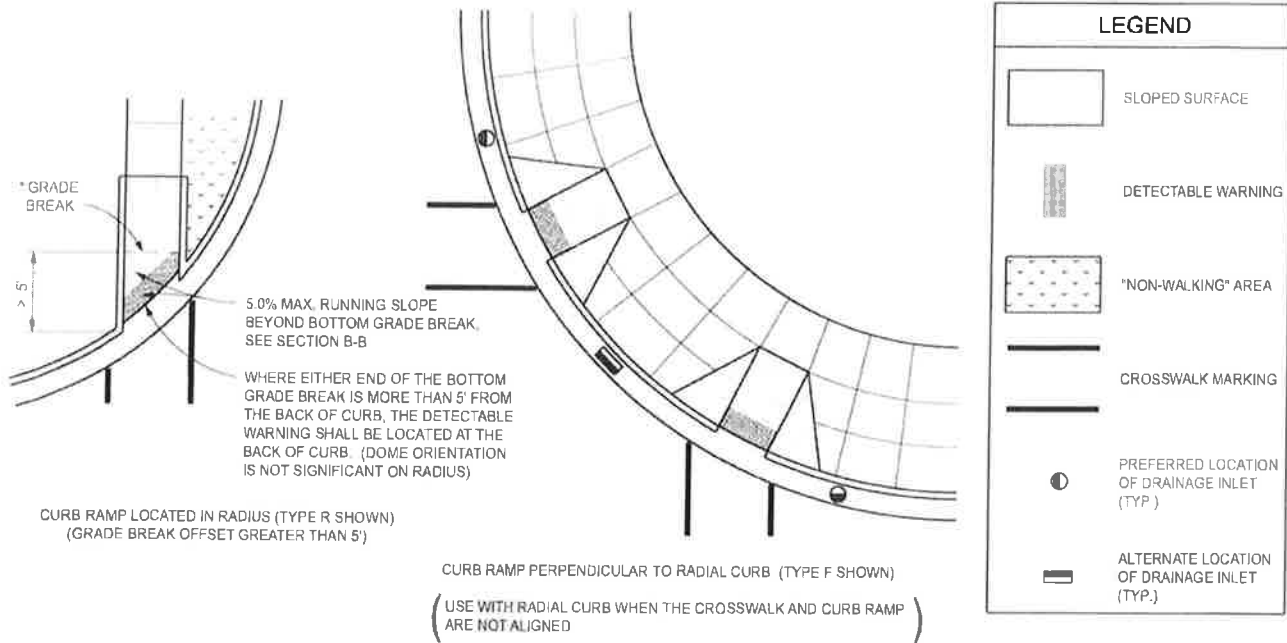


DETECTABLE WARNING AT RAILROAD CROSSING



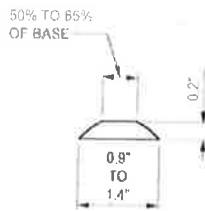
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

 Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS		
	(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K
			SHEET 5 OF 7

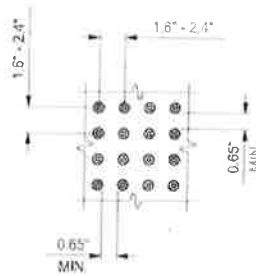


SECTION B-B CURB RAMP ORIENTATION

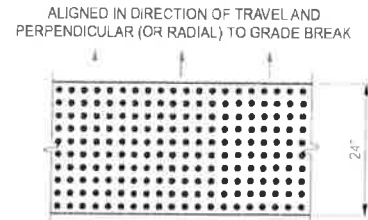
Michigan Department of Transportation DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS			SHEET 6 OF 7
	(SPECIAL DETAIL) FHWA APPROVAL	11/08/2023 PLAN DATE	R-28-K	



DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT FEASIBLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE $\leq 5\%$ DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2.1% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.1%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN $\frac{1}{2}$ ". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE CURB RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

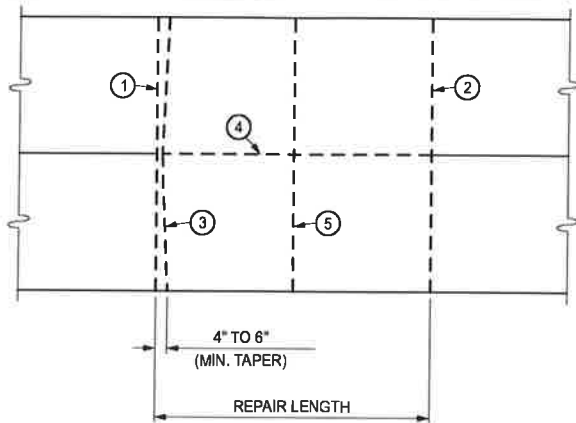
STANDARD PLAN FOR CURB RAMP AND DETECTABLE WARNING DETAILS

(SPECIAL DETAIL)
FHWA APPROVAL

11/08/2023
PLAN DATE

R-28-K

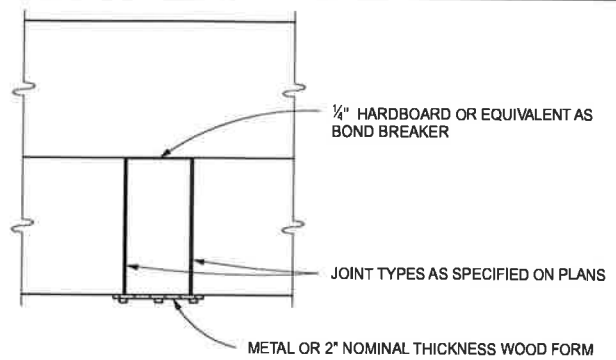
SHEET
7 OF 7



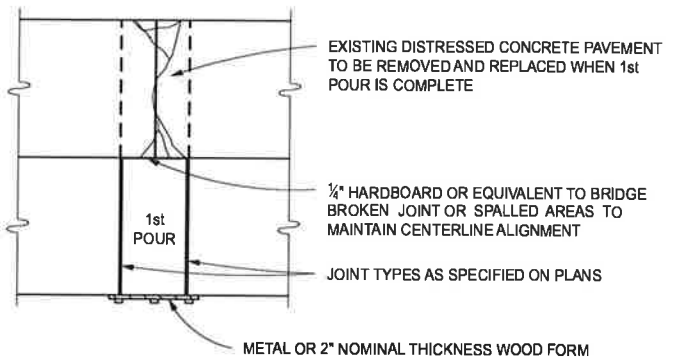
**SAWING DIAGRAM FOR
FULL DEPTH CAST IN PLACE REPAIRS**

- ① & ② THESE SAW CUTS SHALL BE FULL DEPTH AND PERPENDICULAR TO THE EDGE OF THE ROADWAY, WITHIN A TOLERANCE OF 1". OVERCUTTING IS ALLOWED INTO ADJACENT SHOULDERS AND WITHIN THE LIMITS OF A SUBSEQUENT REPAIR TO THE ADJACENT LANE. OUTSIDE THESE LIMITS, OVERCUTTING IS NOT ALLOWED INTO ADJACENT NON-REINFORCED CONCRETE PAVEMENTS AND IS RESTRICTED TO 3" INTO ADJACENT REINFORCED CONCRETE PAVEMENTS.
- ③ THIS FULL DEPTH SAW CUT IS MADE TO FACILITATE OPENING A TRENCH ACROSS THE SLAB TO RELIEVE COMPRESSION IN THE PAVEMENT PRIOR TO REMOVAL OF THE FAILED AREA. THIS SAW CUT MAY BE OMITTED PROVIDED NO SPALLING OF THE REMAINING CONCRETE OCCURS. IF SPALLING DOES OCCUR, THE CONTRACTOR WILL BE REQUIRED TO MAKE THIS SAW CUT ON SUBSEQUENT REPAIRS. WHEN THIS SAW CUT IS USED AND THE ADJACENT LANE IS NOT REPAIRED, NO OVERCUTTING INTO THAT LANE SHALL BE MADE.
- ④ THIS LONGITUDINAL FULL DEPTH SAW CUT IS MADE BETWEEN LANES OR BETWEEN ANY COMBINATION OF THE FOLLOWING: LANE, RAMP, CURB, CONCRETE SHOULDER, OR PARTIAL LANE WIDTH REPAIR.
- ⑤ IF REQUIRED, INTERMEDIATE SAW CUTS MAY BE MADE TO REMOVE A SECTION OF PAVEMENT LANE WHICH IS OVER 5'-0" IN LENGTH, TO PERMIT LOADING INTO THE HAULING UNITS.

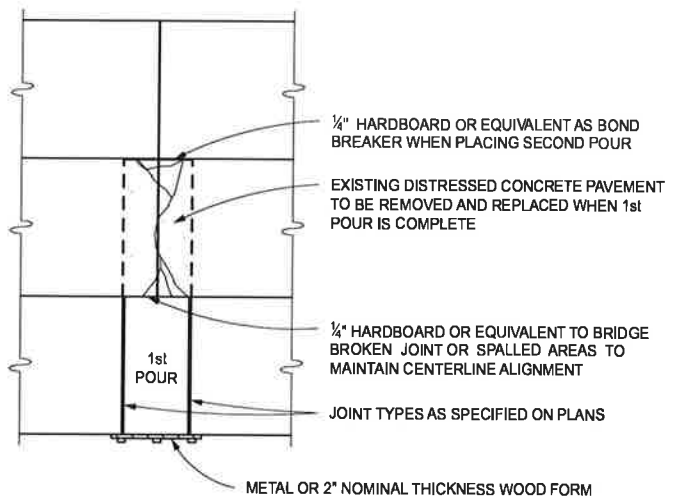
ADDITIONAL SAW CUTS, AT CONTRACTOR'S EXPENSE, MAY BE MADE INSIDE THE REPAIR LIMITS TO REDUCE 5'-0" BY 12'-0" OR LESS SLABS INTO SMALLER PIECES TO FACILITATE REMOVAL.



**ONE LANE REPAIRS
(2 - LANE ROADWAY SHOWN)**



**ALL LANES REPAIRED
(2 - LANE ROADWAY SHOWN)**



**MORE THAN ONE LANE REPAIRED
BUT REPAIR LESS THAN FULL WIDTH
(3 - LANE ROADWAY SHOWN)**

FORMING NOTES:

STAKES USED TO HOLD HMA FILLER OR HARDBOARD IN PLACE DURING CONCRETE PLACEMENT SHALL BE REMOVED BEFORE SCREEDING THE CONCRETE.

ADJACENT LANE REPAIRS MAY BE CAST INTEGRALLY, WHEN APPROVED BY THE ENGINEER.

**FORMING REQUIREMENTS FOR
CAST-IN-PLACE REPAIRS 12'-0" OR LESS**

**STANDARD PLAN FOR
CONCRETE PAVEMENT REPAIR**

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

(SPECIAL DETAIL)
FHWA APPROVAL

09/18/2023
PLAN DATE

R-44-G

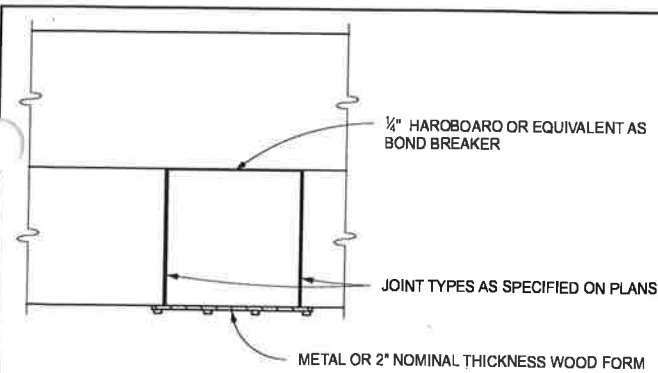
SHEET
1 OF 7

FORMING NOTES:

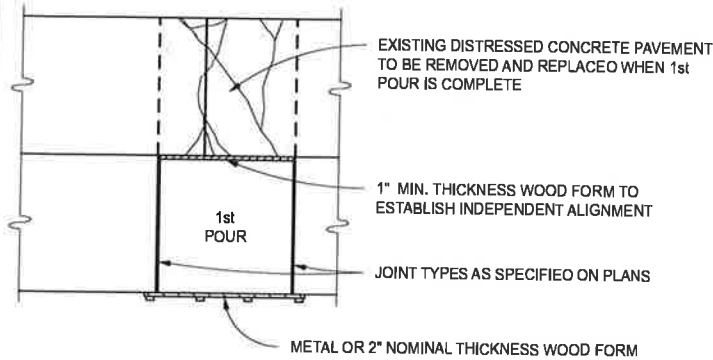
WHERE REPAIRS LONGER THAN 12'-0" ARE REQUIRED, A NEW GRADE MUST BE ESTABLISHED ALONG THE OLD PAVEMENT INNER JOINT LINE INDEPENDENT OF THE OLD PAVEMENT SURFACE, SO THAT SCREEDING MAY BE DONE PERPENDICULAR TO THE CENTERLINE AND INDEPENDENT OF THE OLD PAVEMENT GRADE.

STAKES USED TO HOLD HMA FILLER OR HARDBOARD IN PLACE DURING CONCRETE PLACEMENT SHALL BE REMOVED BEFORE SCREEDING THE CONCRETE.

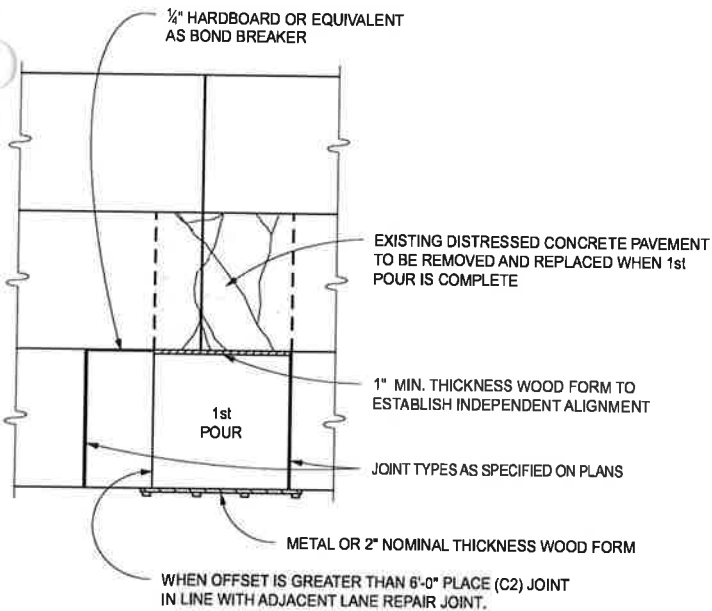
ADJACENT LANE REPAIRS MAY BE CAST INTEGRALLY, WHEN APPROVED BY THE ENGINEER.



**ONE LANE REPAIRS
(2 - LANE ROADWAY SHOWN)**



**ALL LANES REPAIRED
(2 - LANE ROADWAY SHOWN)**



**MORE THAN ONE LANE REPAIRED
BUT REPAIRS ARE OFFSET
(3 - LANE ROADWAY SHOWN)**

FORMING REQUIREMENTS FOR CAST-IN-PLACE REPAIRS GREATER THAN 12'-0"



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CONCRETE PAVEMENT REPAIR

(SPECIAL DETAIL)
FHWA APPROVAL

09/18/2023
PLAN DATE

R-44-G

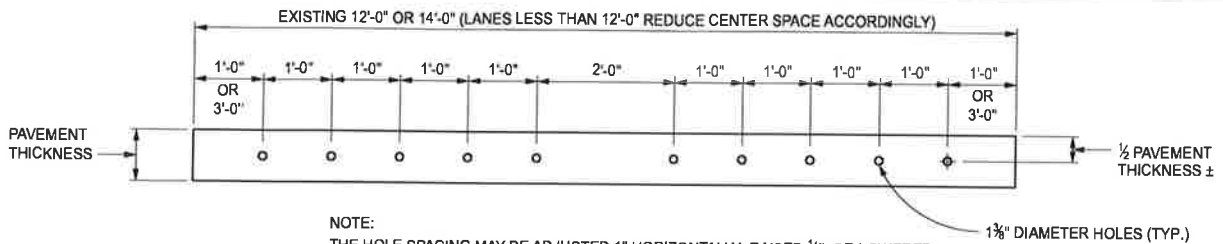
SHEET
2 OF 7



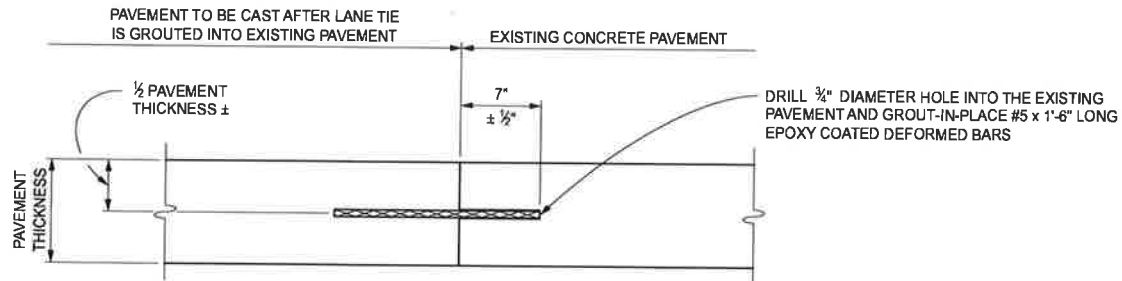
* SEE SHEET 3 OF 6 FOR BAR SPACING
AND SHEET 6 OF 6 FOR NOTES.

CAST-IN-PLACE REPAIR JOINTS USING GROUTED DOWEL OR DEFORMED BARS

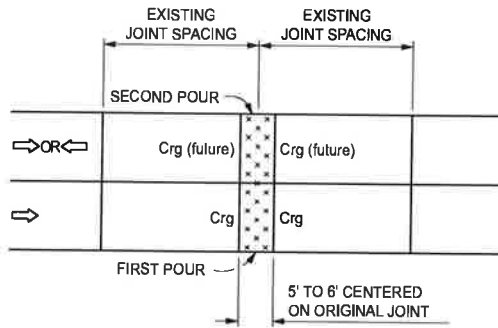
 Michigan Department of Transportation	STANDARD PLAN FOR CONCRETE PAVEMENT REPAIR		
	DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, PE	(SPECIAL DETAIL) FHWA APPROVAL	09/18/2023 PLAN DATE



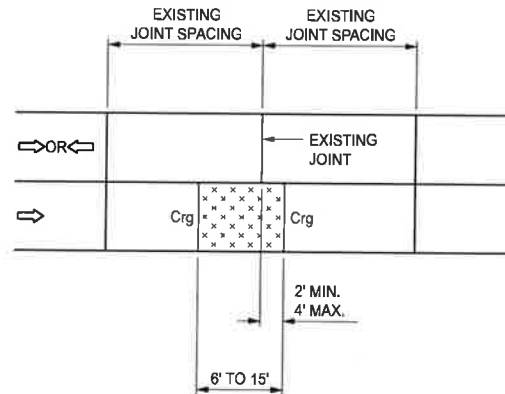
DOWEL OR DEFORMED BAR SPACING FOR CONCRETE REPAIRS



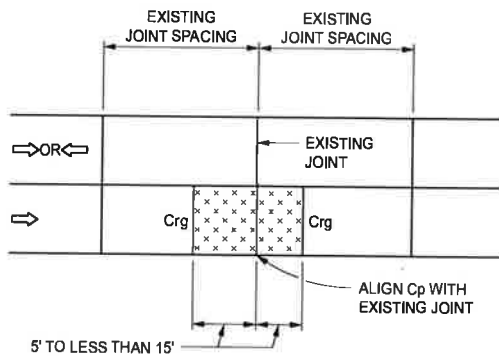
EPOXY ANCHORED LANE TIE



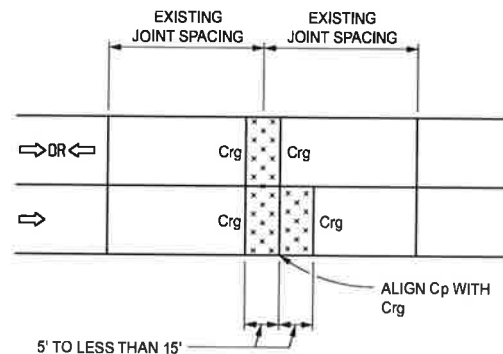
SINGLE LANE OR FULL WIDTH REPAIR



REPAIR LENGTH 6' - 15' WITH ONE JOINT NEAR AN EXISTING JOINT (SINGLE LANE REPAIR)



REPAIR LENGTHS OVER 15' WITH Cp JOINT (SINGLE LANE REPAIR)



OFFSETTING LANE REPAIRS WITH Cp JOINT



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

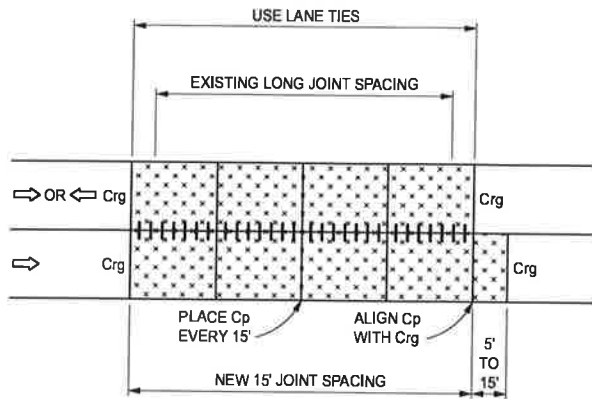
STANDARD PLAN FOR CONCRETE PAVEMENT REPAIR

(SPECIAL DETAIL)
FHWA APPROVAL

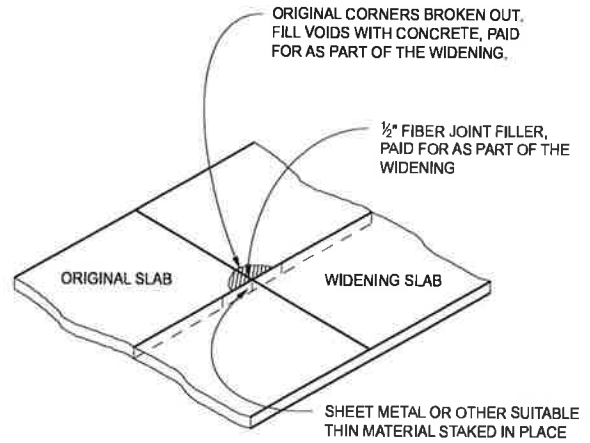
09/18/2023
PLAN DATE

R-44-G

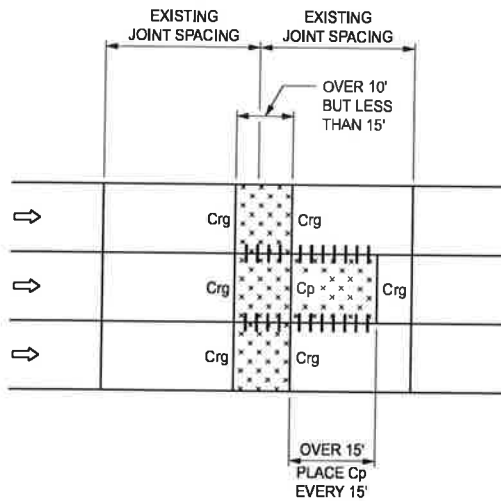
SHEET
4 OF 7



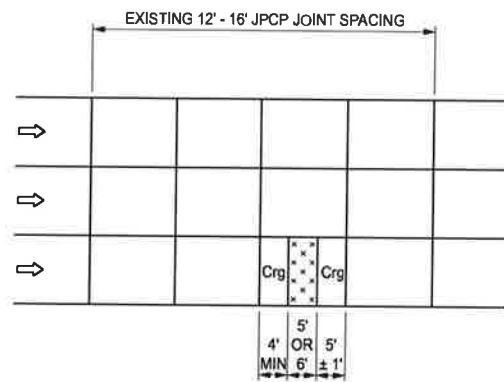
LONG REPAIR SHOWING
Cp JOINT ALIGNMENTS AND LANE TIES



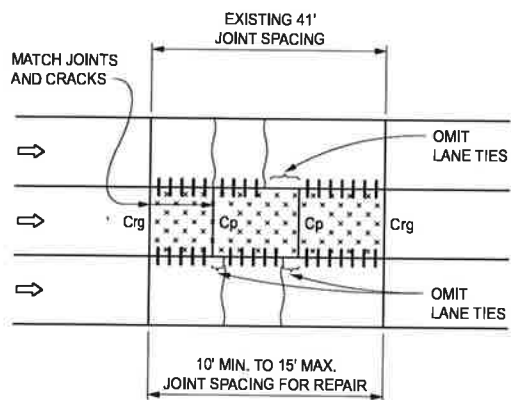
JOINT PATCH ADJACENT TO WIDENING SLAB



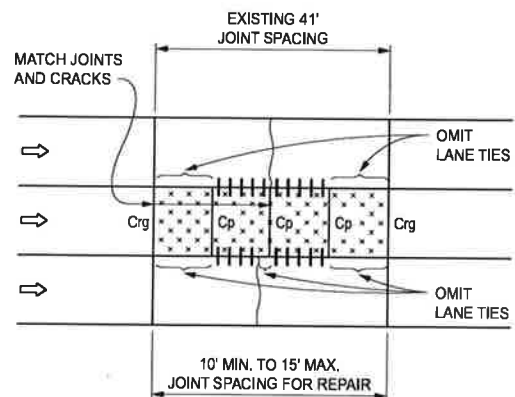
FULL WIDTH MULTI-LANE REPAIRS
WITH OFFSET IN ONE LANE



REPAIR OF 12' - 16' JPCP WITH
ONLY ONE MID-PANEL CRACK
(IF THE PANEL HAS MORE THAN ONE MID-PANEL CRACK
OR IF THE JOINT SPACING IS 12' REPLACE ENTIRE PANEL)
(SINGLE LANE OR FULL WIDTH REPAIR)



TWO CRACK PANEL REPAIR



MID PANEL CRACK REPAIR



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

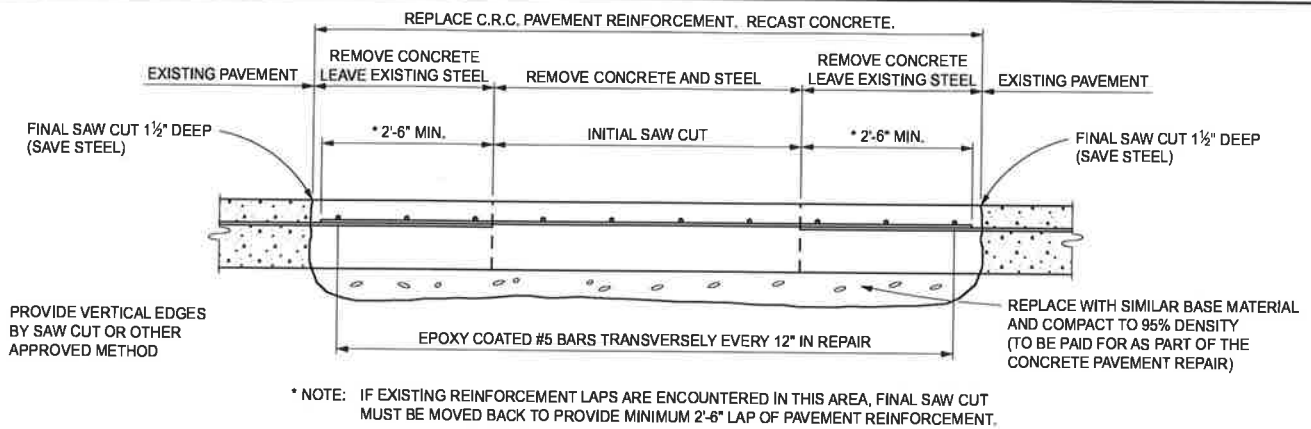
STANDARD PLAN FOR
CONCRETE PAVEMENT REPAIR

(SPECIAL DETAIL)
FHWA APPROVAL

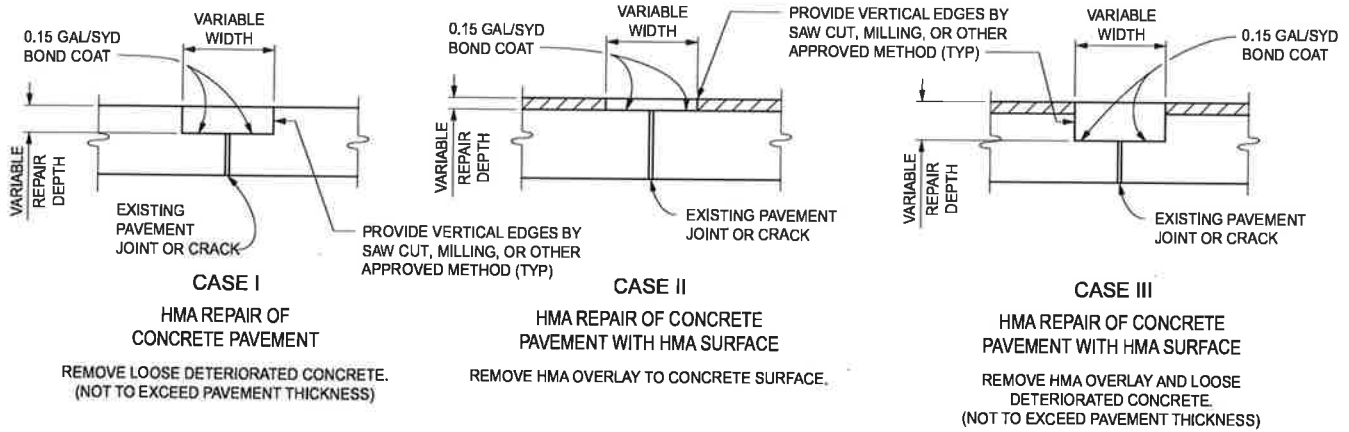
09/18/2023
PLAN DATE

R-44-G

SHEET
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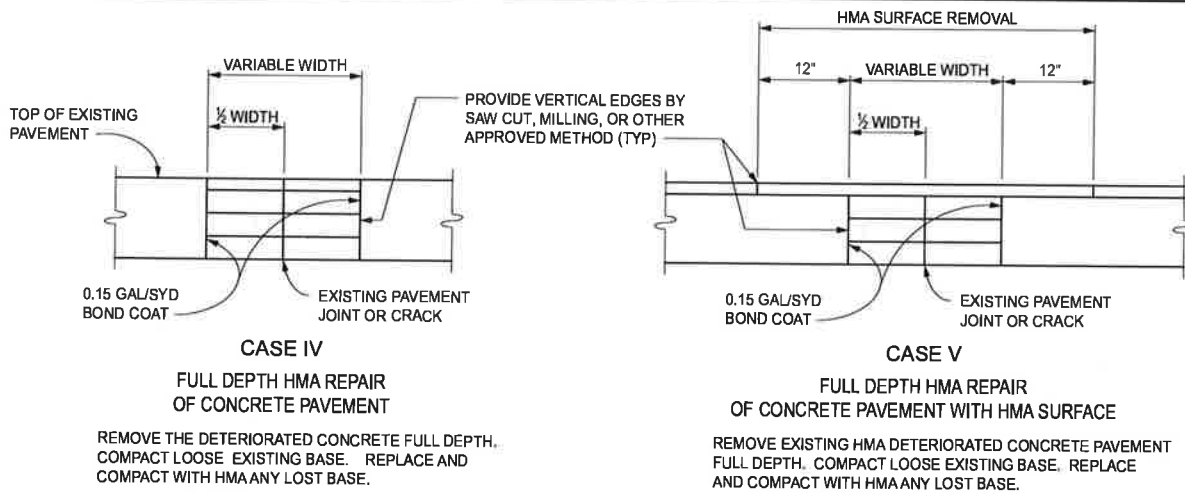
REPAIRING CONTINUOUSLY REINFORCED CONCRETE



FOR CASES I, II, & III, THE REMOVED MATERIAL SHALL BE REPLACED WITH A HMA TOP COURSE MIXTURE, OR OTHER APPROVED MIXTURE. THE HMA SHALL BE COMPACTED WITH A MACHINE VIBRATOR OR APPROVED ROLLER WITH BASE LIFT THICKNESSES NOT TO EXCEED 3" AND WITH THE TOP LIFT THICKNESS NOT TO EXCEED 2". THE FINAL SURFACE OF THE REPAIR SHALL BE FLUSH WITH THE EXISTING PAVEMENT SURFACE.

SURFACE REPAIR FOR JOINT OR CRACK (TRANSVERSE OR LONGITUDINAL)

DETAIL
7



FOR CASES IV, & V, THE REMOVED MATERIAL SHALL BE REPLACED WITH A HMA TOP COURSE MIXTURE, OR OTHER APPROVED MIXTURE. THE HMA SHALL BE COMPACTED WITH A MACHINE VIBRATOR OR APPROVED ROLLER WITH BASE LIFT THICKNESSES NOT TO EXCEED 3" AND WITH THE TOP LIFT THICKNESS NOT TO EXCEED 2". THE FINAL SURFACE OF THE REPAIR SHALL BE FLUSH WITH THE EXISTING PAVEMENT SURFACE.

FULL DEPTH REPAIR FOR JOINT OR CRACK (TRANSVERSE OR LONGITUDINAL)

DETAIL
8



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

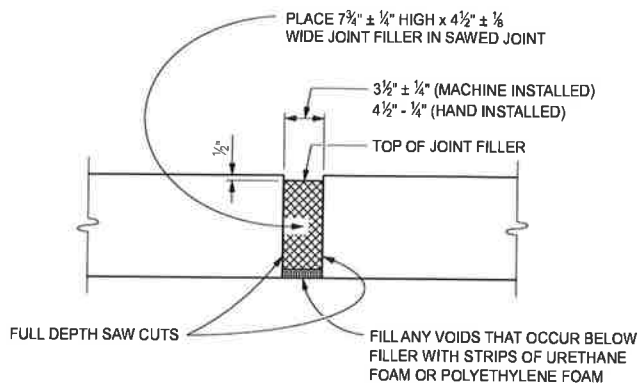
STANDARD PLAN FOR CONCRETE PAVEMENT REPAIR

(SPECIAL DETAIL)
FHWA APPROVAL

09/18/2023
PLAN DATE

R-44-G

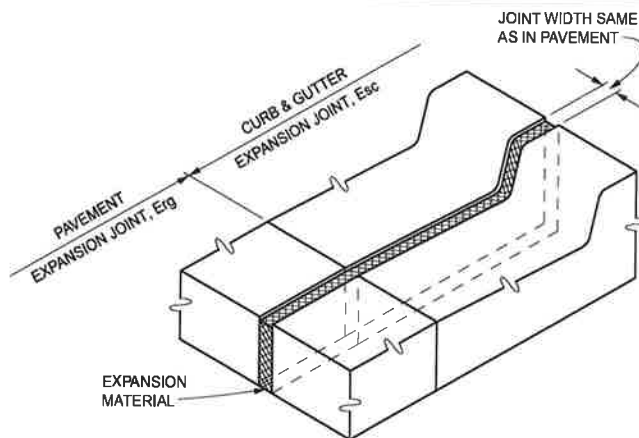
SHEET
6 OF 7



NOTES:
WHEN PRESSURE RELIEF JOINT IS TO BE CONSTRUCTED THROUGH CONCRETE SHOULDER, TRENCHING BELOW CONCRETE MAY BE NECESSARY TO ALLOW ROOM FOR 7 1/4\" FILLER.

PRESSURE RELIEF JOINT

THIS DETAIL ALSO APPLIES TO HMA SURFACED CONCRETE PAVEMENT REQUIRING PRESSURE RELIEF JOINTS



CURB, GUTTER, AND CURB FACE SHALL BE SAWED AS DEEP AS THE EXISTING PAVEMENT THICKNESS. THE REMAINING CONCRETE SHALL BE CHIPPED OUT AND EXPANSION MATERIAL OF SUFFICIENT THICKNESS SHALL BE PLACED IN SAWED JOINT TO FILL THE GAP AS DIRECTED BY THE ENGINEER.

EXPANSION JOINT, Esc

NOTES:

CONCRETE PAVEMENT REPAIRS (INCLUDING JOINT TYPES) OR PRESSURE RELIEF DETAILS SHALL BE AS SPECIFIED ON THE PLANS OR IN THE LOG OF PROJECT.

IF THE EXISTING PAVEMENT HAS A HMA SURFACE, THE SAW CUTS SHALL EXTEND THROUGH THE UNDERLYING PORTLAND CEMENT CONCRETE.

SAW OVERCUTS IN ADJACENT LANE, SHOULDER, RAMP, AND GUTTERS THAT WILL REMAIN IN PLACE, SHALL BE CLEANED AND THEN SEALED WITH HOT-POURED RUBBER-ASPHALT.

WHEN THE CONCRETE PAVEMENT REPAIR IS CONSTRUCTED IN PREPARATION FOR AN OVERLAY, Crg JOINT RESERVOIRS AND SEALANTS SHALL BE OMITTED AND EXPANSION JOINTS (Erg) SHALL HAVE THE FIBER JOINT FILLER KEPT FLUSH TO THE PAVEMENT SURFACE.

EXPANSION CAPS SHALL BE ACCORDING TO STANDARD PLAN R-40-SERIES.

TRANSVERSE CONTRACTION Cp AND EXPANSION E2 JOINTS SHALL BE ACCORDING TO STANDARD PLAN R-39-SERIES.

DOWEL AND DEFORMED BARS USED IN Trg, Crg, AND Erg JOINTS SHALL BE EPOXY COATED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS.

DOWEL BARS AND DEFORMED BARS FOR TIED JOINTS SHALL BE GROUTED INTO EXISTING PAVEMENT WITH A GROUT SELECTED FROM THE PREQUALIFIED MATERIALS LISTED IN THE DEPARTMENT'S "MATERIALS SOURCE GUIDE" UNDER ADHESIVE SYSTEMS FOR GROUTING DOWEL BARS AND TIE BARS FOR FULL-DEPTH CONCRETE PAVEMENT REPAIRS.

THE BACKER ROD SHALL MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

THE SAME TYPE JOINT SHALL EXTEND ACROSS ADJACENT LANE REPAIRS.

AFTER GROUTING IN-PLACE, RC-250 OR AN APPROVED BOND BREAKER SHALL BE APPLIED TO THAT PORTION OF Crg AND Erg DOWEL BARS THAT EXTEND INTO THE CAST CONCRETE.

REPAIRED CONCRETE PAVEMENTS REQUIRE THAT 1' OF Erg EXPANSION JOINTS BE DISTRIBUTED THROUGHOUT A GIVEN 1000' SECTION.

WHERE THERE ARE NO REPAIR LOCATIONS WITHIN A 1000' LENGTH, NO EXPANSION SPACE WILL BE PROVIDED.

EXPANSION JOINT FILLER SHALL EXTEND THE FULL DEPTH OF THE REPAIR AND BE FLUSH WITH THE EXISTING PAVEMENT SURFACE. PRIOR TO SEALING, THE JOINT FIBER FILLER AT THE PAVEMENT SURFACE SHALL BE REMOVED BY CUTTING 1" WIDE AND 1 1/2" DEEP TO PERMIT THE PLACEMENT OF THE HOT-POURED RUBBER ASPHALT SEALANT. HOLES IN EXPANSION JOINT FILLER SHALL BE 1 1/2" MAXIMUM DIAMETER AND SHALL BE ALIGNED TO FIT DRILLED HOLES IN CONCRETE.

Erg JOINTS SHALL BE CONSTRUCTED ONLY WHEN THEY EXTEND ACROSS ALL LANES, RAMPS, OR SHOULDERS.

WHEN Erg JOINTS ARE PLACED ADJACENT TO CONCRETE CURB AND GUTTER THAT IS NOT REQUIRED TO BE REMOVED, AN Esc JOINT SHALL BE CONSTRUCTED IN THE CURB AND GUTTER.

JOINT RESERVOIRS FOR THE HOT-POURED RUBBER-ASPHALT SEALANT SHALL BE ABRASIVE BLAST CLEANED, FOLLOWED BY A FINAL CLEANING OF OIL-FREE COMPRESSED AIR PRIOR TO SEALING.

LANE TIES (TO ADJACENT PAVEMENT LANE, WHEN REQUIRED) SHALL BE SPACED ACCORDING TO STANDARD PLAN R-41-SERIES, EXCEPT THAT THE FIRST LANE TIE ADJACENT TO A TRANSVERSE JOINT SHALL BE INSTALLED AT A DISTANCE OF 1'-8" FROM THE JOINT. WHEN BOTH SIDES OF A LONGITUDINAL JOINT ARE POURED INTEGRALLY, LANE TIES SHALL BE STRAIGHT DEFORMED EPOXY COATED BARS CAST-IN-PLACE AS SPECIFIED ON STANDARD PLAN R-41-SERIES. WHEN ADJACENT LANES ARE CAST SEPARATELY, LANE TIES SHALL BE GROUTED-IN-PLACE AS SPECIFIED ON THIS PLAN. THE GROUT SHALL BE SELECTED FROM THE PREQUALIFIED MATERIALS LISTED IN THE DEPARTMENT'S "MATERIALS SOURCE GUIDE", UNDER LANE TIES.

THE MONTH AND YEAR OF CASTING AND STATION NUMBER (IF REMOVED) SHALL BE STENCILED ON EACH CONCRETE REPAIR.

ALL REPAIRS WILL BE JOINTED PLAIN CONCRETE PAVEMENT.



DEPARTMENT DIRECTOR
BRADLEY C. WIEFERICH, PE

STANDARD PLAN FOR CONCRETE PAVEMENT REPAIR

(SPECIAL DETAIL)
FHWA APPROVAL

09/18/2023
PLAN DATE

R-44-G

SHEET
7 OF 7

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

KEY

- TRAFFIC REGULATOR
- CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 200 ft ± 2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

NOT TO SCALE

MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR
A TWO-LANE TWO-WAY ROADWAY WHERE ONE
LANE IS CLOSED UTILIZING TRAFFIC
REGULATORS, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf

OCTOBER 2011

M0140a

SHEET
1 OF 2

CHECKED BY: BMM:CRB

PLAN DATE:

FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0140a.dgn REV. 10/04/2011

NOTES

- 1H. O = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
AND LENGTH OF LONGITUDINAL BUFFERS
SEE M0020a FOR "O" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE O, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDT WILL BE ALLOWED.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCO) AND THE CURRENT EDITION OF THE MDT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.
15. THE HAND HELD (PAOOLE) SIGNS REQUIRED BY THE MMUTCO TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
 R2-1 REGULATORY - 48" x 60"
 R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS, NO SPEED REDUCTION	
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0140a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW R0/TS/Typicals/Signs/MT NON FWY/M0140a.dgn REV. 10/04/2011			

KEY

- • • CHANNELIZING DEVICES
- ⬅ ➡ LIGHTED ARROW PANEL
- ➡ TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

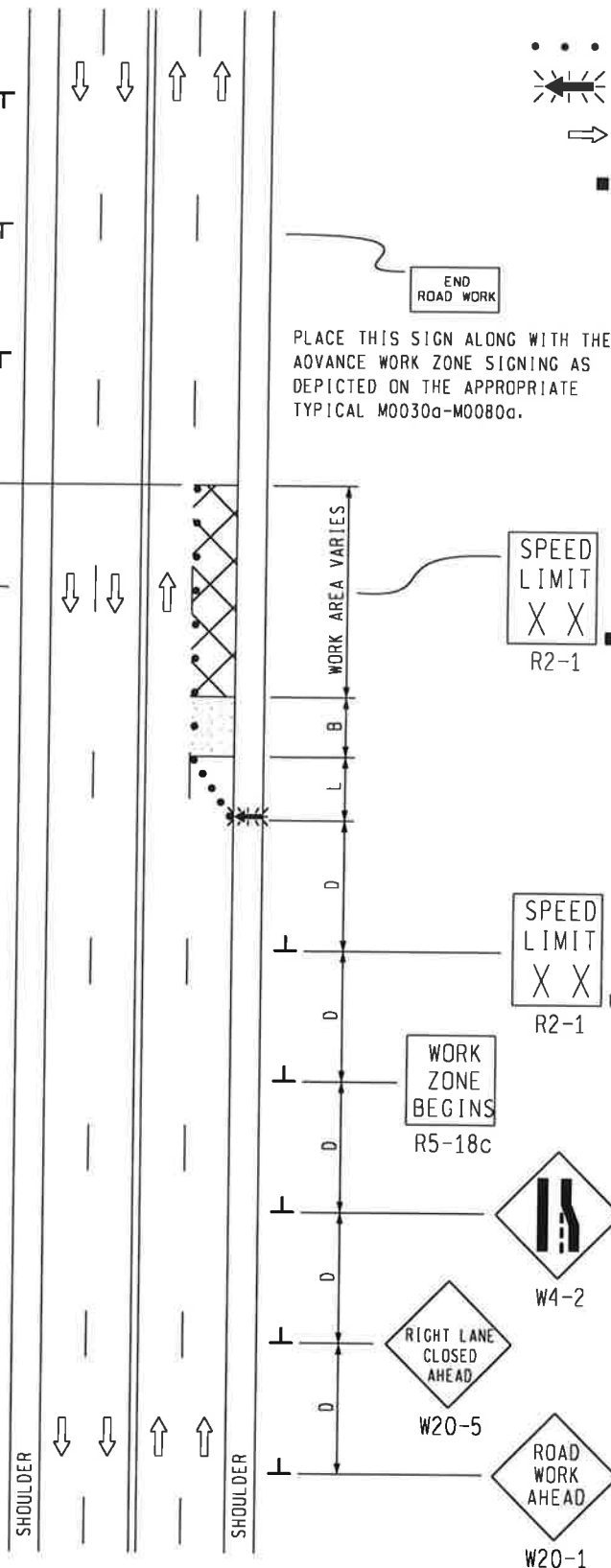
SIGN = 136 ft2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

PLACE THIS SIGN ALONG WITH THE
ADVANCE WORK ZONE SIGNING AS
DEPICTED ON THE APPROPRIATE
TYPICAL M0030a-M0080a.

PLACE THROUGHOUT WORK AREA
AS INDICATED AND AFTER ALL
CROSSROADS IF PERMANENT
SIGNS ARE NOT IN PLACE.

PLACE THROUGHOUT WORK AREA
AS INDICATED AND AFTER ALL
MAJOR CROSSROADS IF PERMANENT
SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE
ADVANCE WORK ZONE SIGNING AS
DEPICTED ON THE APPROPRIATE
TYPICAL M0030a-M0080a.



MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL
FOR A ONE-LANE CLOSURE ON AN
UNDIVIDED MULTI-LANE ROADWAY.
NO SPEED REDUCTION

DRAWN BY: CON:AE:dj f

OCTOBER 2011

CHECKED BY: BMM:CRB

PLAN DATE:

M0240a

SHEET
1 OF 2

NOT TO SCALE

FILE: PW RD/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011

NOTES

- 1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION	
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0240a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: PW RD/TS/Typicals/Signs/MT NON Fwy/M0240a.dgn REV. 10/11/2011			

KEY

- ... CHANNELIZING DEVICES
- ⦿ LIGHTED ARROW PANEL
- ↑ TRAFFIC FLOW

NOTES

1. FOR SHORT DURATION OPERATIONS, AT LEAST ONE ADVANCE WARNING SIGN (W21-6 OR W20-1) MUST BE USED.

STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4

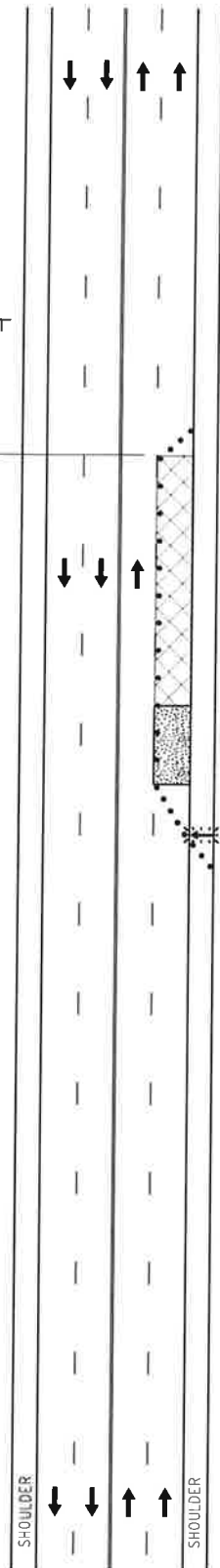
SIGNING: S1

DEVICES: TCD1, TCD2, TCD6

MAINT & SURV: MS2, MS3, MS4, MS6



D



W4-2R



W20-5R



W20-1d

NOT TO SCALE



SURVEYING
MAINTAINING TRAFFIC
TYPICAL

DURATION:
SHORT-TERM STATIONARY
SHORT DURATION

SINGLE LANE CLOSURE ON AN
UNDIVIDED MULTI-LANE ROADWAY

DATE: MAY 2021

NO: 5123-S-
NFW-1LC-(R)

SHEET: 1 OF 1

KEY

- CHANNELIZING DEVICES
- ⬅️ LIGHTED ARROW PANEL (CAUTION MODE)
- ➡️ TRAFFIC FLOW
- ▬ TRAFFIC REGULATOR

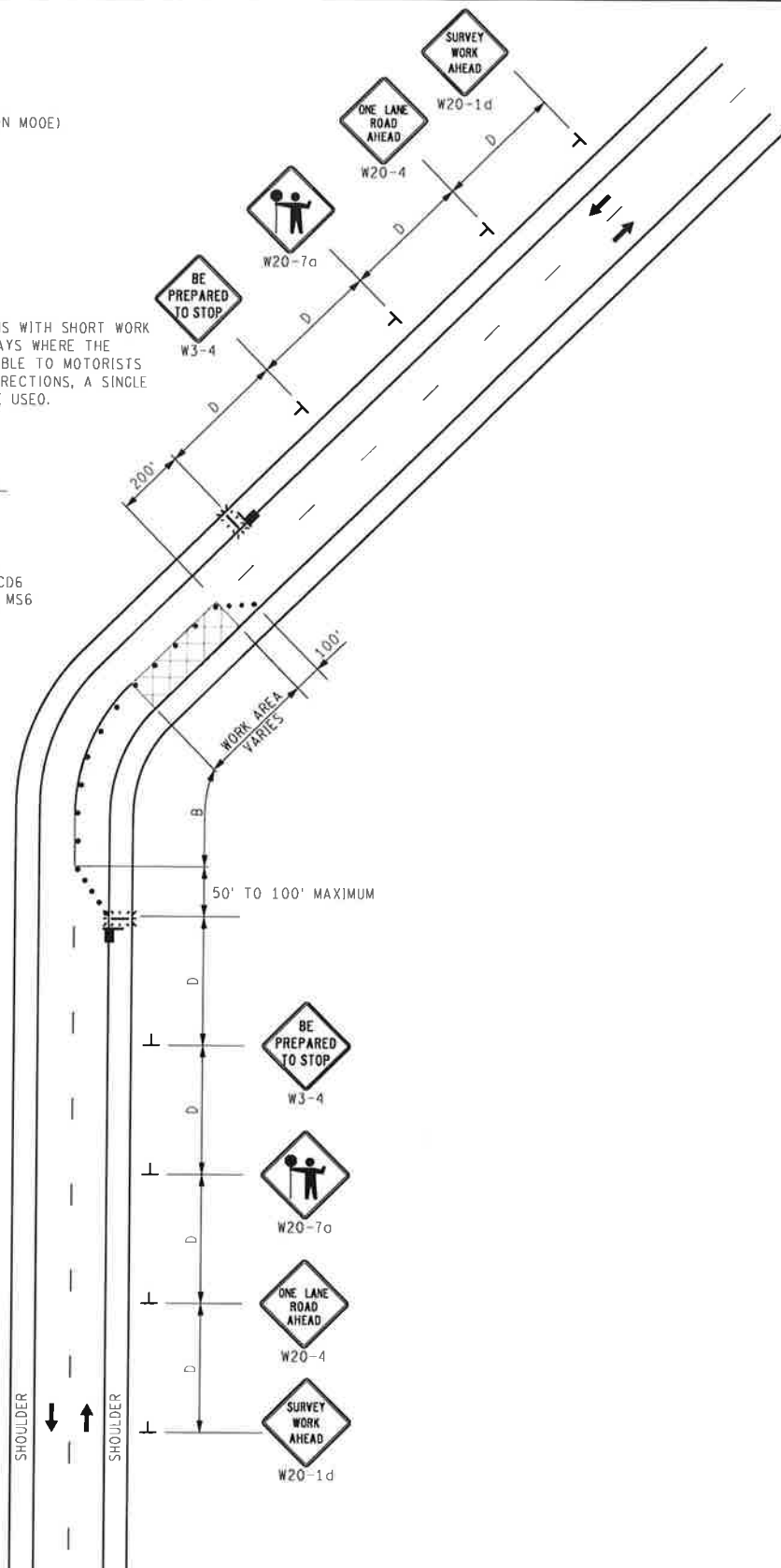
NOTES

1. FOR LOW VOLUME SITUATIONS WITH SHORT WORK ZONES ON STRAIGHT ROADWAYS WHERE THE TRAFFIC REGULATOR IS VISIBLE TO MOTORISTS APPROACHING FROM BOTH DIRECTIONS, A SINGLE TRAFFIC REGULATOR MAY BE USED.

STANDARD NOTES

(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, G4
 SIGNING: S1
 TRAF REG: TR1, TR2, TR3
 DEVICES: TCD1, TCD2, TCD6
 MAINT & SURV: MS2, MS3, MS4, MS6



NOT TO SCALE



SURVEYING
 MAINTAINING TRAFFIC
 TYPICAL

DURATION:
 SHORT-TERM STATIONARY

LANE CLOSURE
 ON A TWO-LANE, TWO-WAY ROADWAY
 UTILIZING TRAFFIC REGULATORS

DATE: MAY 2021
 NO: 5110-S-TR-NFW-2L
 SHEET: 1 OF 1

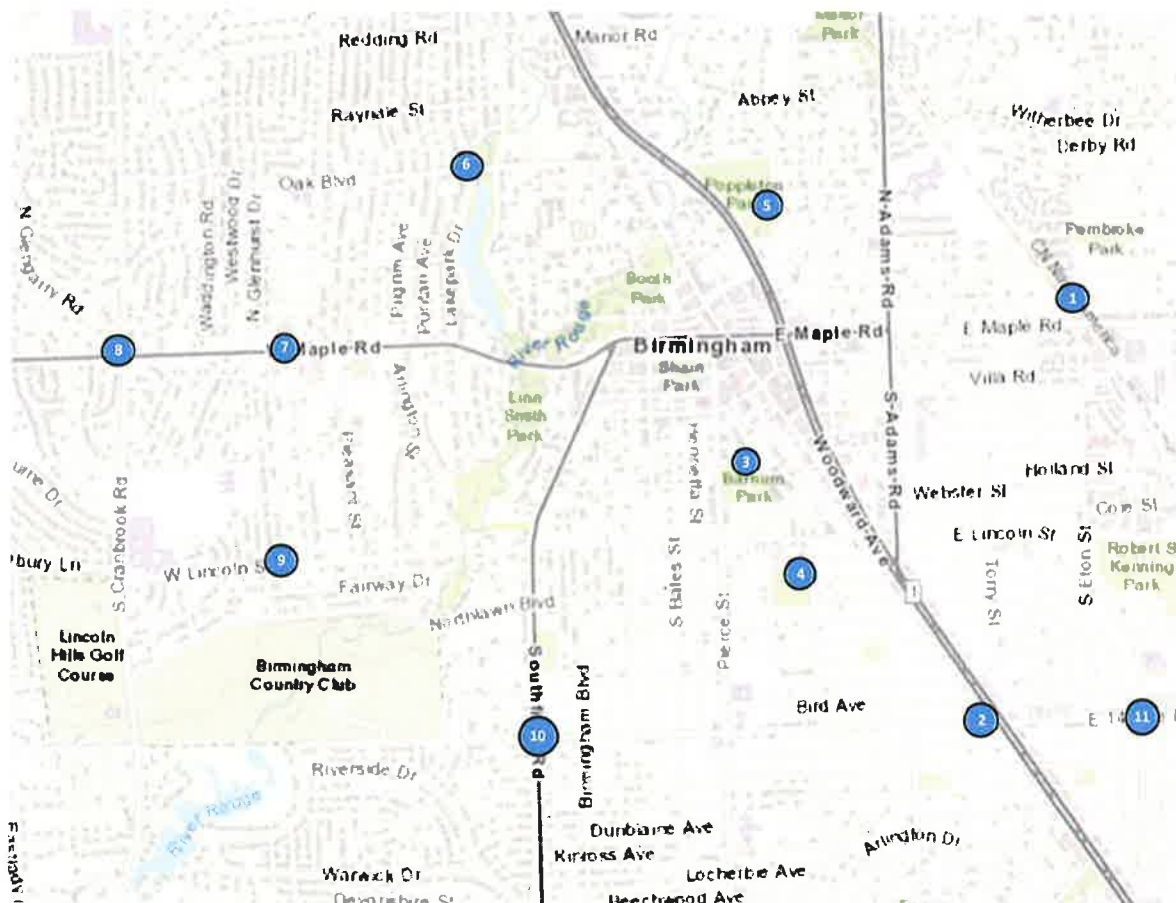
FILE: 5110-S-TR-NFW-2L.dgn

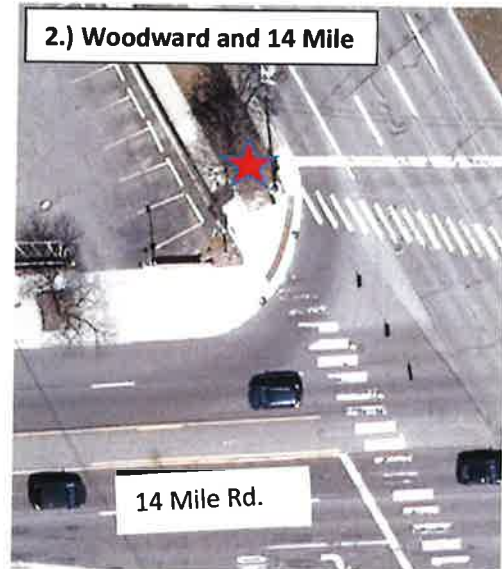
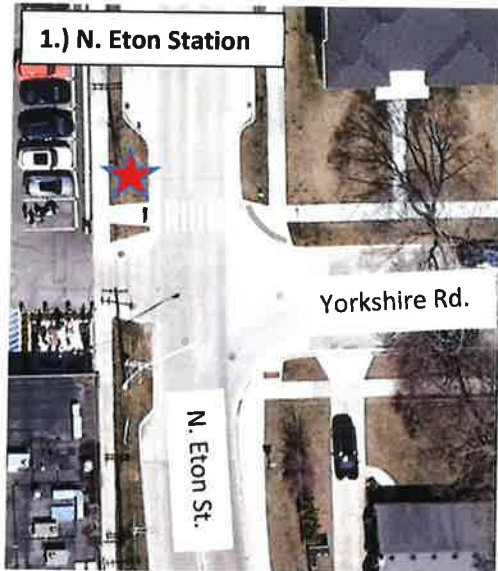


DIVISION 8 – BIKE RACKS

ID	LOCATION	APPROXIMATE LOCATION	RACKS
1	N Eaton Station	R.O.W. North of curb cut	1
2	Woodward and 14 Mile	R.O.W. North of 14 Mile	1
3	Barnum Park	Parking Lot Rack	3
4	Grant / St. James Park	Border of Park & Commercial Space	2
5	Poppleton Park	Beside Parking Lot	3
6	Quarton Lake & Oak	Beside trail at Oak and Lakeview	2
7	Maple and Chesterfield	R.O.W. on Chesterfield	2
8	Maple and Cranbrook	Beside bus stop	2
9	Lincoln & Westchester	At Park entrance	3
10	14 Mile and Southfield	R.O.W. north of 14 Mile	1
11	14 Mile and Melton	R.O.W. north of 14 Mile	1

Total 21





5.) Poppleton Park



6.) Oak & Lakeside at Quarton Lake



7.) Maple & Chesterfield

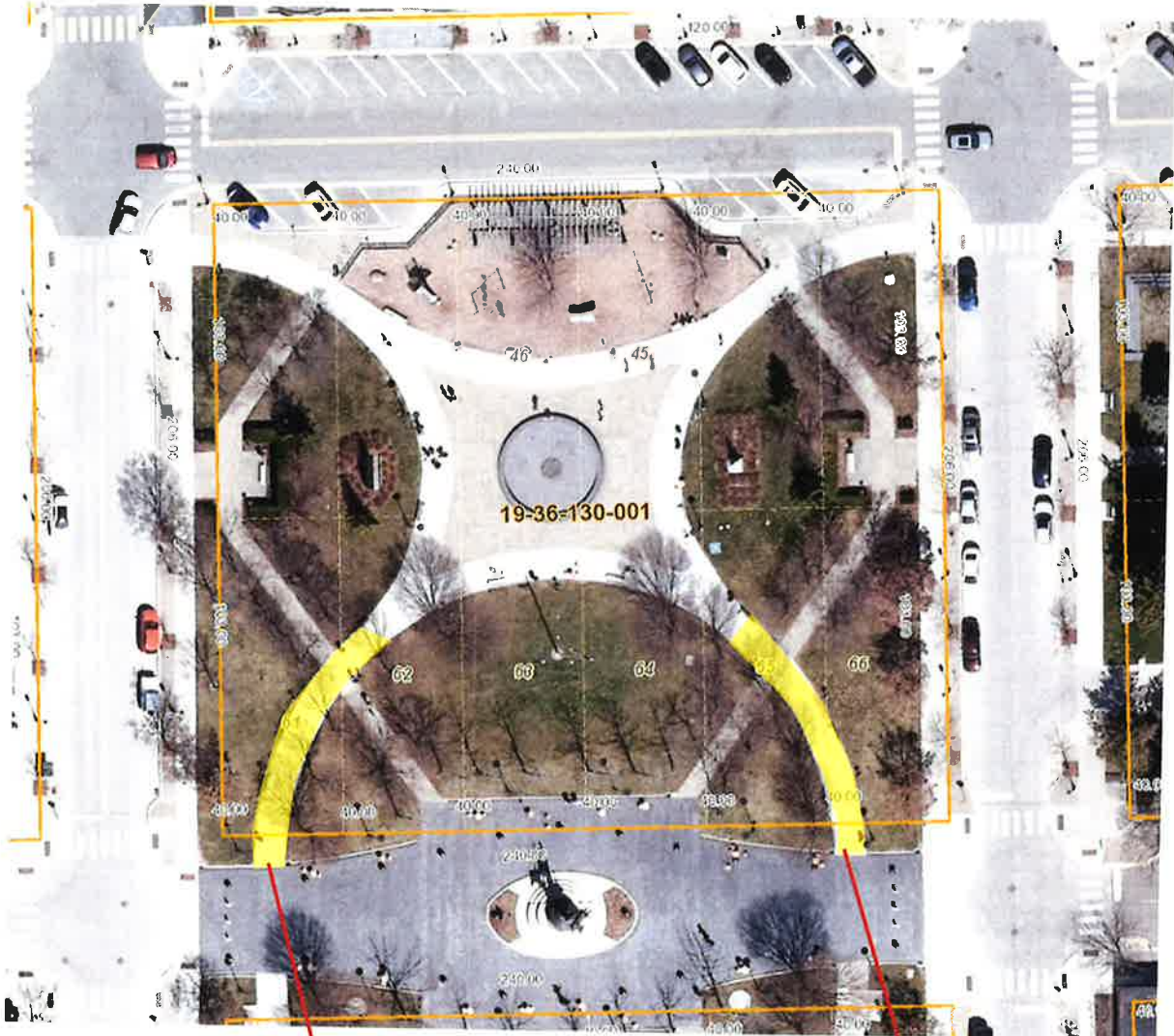


8.) Maple & Cranbrook





Division 9: Shain Park Phase II



Remove & Replace 6"
Concrete Sidewalk
QTY: 860 SF.

Remove & Replace 6"
Concrete Sidewalk
QTY: 860 SF.



CITY MANAGER'S REPORT

August 2024

Baldwin Public Library

Library Board

The Library Board will meet on Monday, September 16 at 7:30 p.m. for its regular meeting.

Upcoming Closures

- The library will be closed for Labor Day weekend from Saturday, August 31 through Monday, September 2.
- The library will be closed for staff professional development training on Friday, September 20.

Phase 3 Open House & Ribbon Cutting

We invite you to mark your calendars for our fall open house and ribbon-cutting ceremony on Sunday, September 15, 2024, from 1:00 to 3:00 p.m. For further details about the project, please visit <http://www.baldwinlib.org/renovation>.



Staffing Update

Haylie May has been hired as a part-time Teen Services Librarian at the Baldwin Public Library. Haylie began working at Baldwin in the Access Services department in 2021 and was promoted to Reference Assistant, and from there she became the Adult Services Intern. She is a graduate of Michigan State University and received her MLIS from Wayne State in August 2024. As an Intern, Haylie participated in school visits promoting summer reading, facilitated the Teens Night Out program, co-organized the Books UnShelved program, and provided great e-reader assistance while working with patrons. In this new position at Baldwin, Haylie will be expanding programming opportunities for students in grades 6-8.



Library Tours

If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's lobby on Thursday, September 19 at 11:00 a.m.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, September 4 at 7:00 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 www.baldwinlib.org/calendar.

Story Times

Fall story times begin Tuesday, September 3. Each week, youth librarians host 9 different story times for children and their caregivers.

- **SING & TELL WITH MS. SUSAN:** Mondays at 10:00 a.m. or 11:15 a.m. - Best for ages to 2.5 to 3.5 with their grownups.
- **WIGGLE & RHYME WITH MS. STEPHANIE:** Tuesdays at 10:00 a.m. or 11:15 a.m. - Best for birth to 1.5 years and their grownups.
- **TODDLER TALES WITH MS. ROSEMARY:** Wednesdays at 10:00 a.m. or 11:15 a.m. - Best for ages 1.5 to 2.5 with their grownups.
- **BOOKS & BOOGIE WITH MS. ALYSSA:** Thursdays at 11:15 a.m. or 2:00 p.m. - For children of all ages with their grownups.
- **BEDTIME TALES WITH MS. SYNTHA:** Wednesdays at 6:15 p.m. - For children of all ages with their grownups.

Story times use a first come, first served ticketing system. Tickets will be available 15 minutes before story time begins and will be handed out until 5 minutes after the scheduled start time. Please see www.baldwinlib.org/storytime for complete details.

Friends of the Baldwin Public Library Used Book Sale

Saturday, September 7, from 10:00 a.m. to 2:00 p.m.

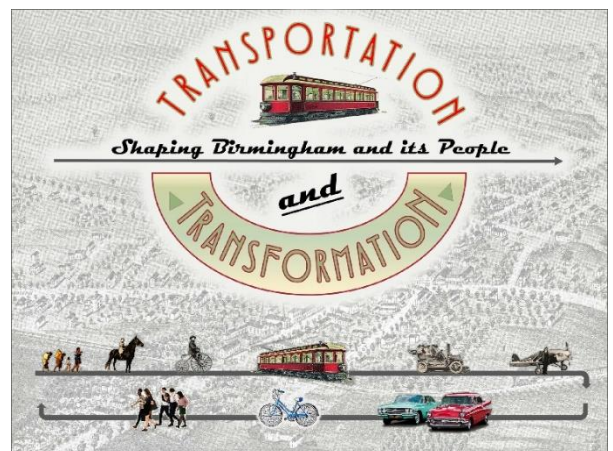
Stop by the Friends Sorting Room on the lower level to shop exciting new inventory! All items are sorted by subject. Prices range from \$1-2 per item.

Birmingham Museum

The Birmingham Museum is closed to the public but will reopen Wednesday, September 4 with an exciting new year-long exhibit. "Transportation and Transformation: Shaping Birmingham and its People" will explore the evolution of personal transportation in the last 200 years, and its impact on how the town grew, who came here, and the enduring physical character of the community. Exhibit displays will feature:

- the Saginaw Trail footpath (now Woodward Avenue) and how it determined Birmingham's settlement and prosperity
- the crucial role played by horses in the early development of the town
- the interdependence of Birmingham's people with the Detroit United Railway light rail system for more than a generation in the 1890s
- the amazing men and women aviators who flew over the skies of Birmingham in the early 20th century
- the automobile's intimate connection to Birmingham culture, including the rise and fall of drive-in restaurants, Woodward's importance to teenage identity in the 1950s and 1960s and, of course, the Dream Cruise, a.k.a. "Woodwarding"
- the formation of Birmingham's unique neighborhoods as a response to the growth and importance of the auto industry
- how Jacobson's Department Store changed the shopping experience—and downtown parking—in the 1950s and beyond
- the enduring importance of pedestrians and bicycles in our daily life

The exhibit will emphasize personal stories of people whose lives were interconnected with various types of transportation, and will also include photos, objects and documents from the museum's collection. We will also feature new collaborative joint exhibit displays with area historical organizations that illustrate Birmingham's



close connections to nearby communities. In the new transportation exhibit, historical objects will be on loan that reflect our shared transportation history with Southfield, Rochester and Royal Oak, among others.

The museum will reopen September 4 with its regular schedule of Tuesday through Saturday, 1 to 4 p.m., and special group tours by arrangement. Admission is \$7 and includes a guided tour of the John West Hunter House—one of the oldest dwellings in Michigan.

Birmingham Shopping District

New Business Guide

The Birmingham Shopping District developed a [*New Business Guide*](#) to serve as a resource to businesses in the early stages of operation and prospective new businesses in downtown Birmingham. This collaborative project includes input from the Planning and Building Departments, and the City Clerk's Office. The [*New Business Guide*](#) may also serve as a recruitment tool and informational resource to property owners, landlords and others working in the City.



August Special Events

On Friday, August 9, we hosted hundreds for our third outdoor Movie Night of the season at Booth Park featuring people's choice selection, Shrek. On Sunday, August 11, we celebrated our community, farmers and a summertime produce favorite at the annual Corn Festival during the Birmingham Farmers Market. Jabs Gym provided free fitness activities to market attendees throughout the event, as part of our Second Sunday wellness initiative.

The Birmingham Cruise Event on Saturday, August 17, featured classic car displays, interactive sponsor exhibits from Chevrolet and others, and live broadcasts from WOMC 104.3.

We are busy advertising and planning for our fall events including Art Walk, BirminghamBURGER and Small Business Saturday.



Building Department

Board of Zoning Appeals

There were three cases on the agenda for the July 9, 2024 Board of Zoning Appeals regular meeting:

1. 200 S. Chester: The owners of the property requested a variance from the maximum signage area allowed. A modified variance was approved 7/0 allowing the owner to keep the existing nonconforming ground sign without the additional signage that was requested.
2. 1556 Emmons: The property owner requested variances from the minimum side yard setback and distance between principal buildings to construct a second story addition to the existing nonconforming home. The variances were approved by a 7/0 vote.
3. 1001 Fairfax: The property owner requested variances from the minimum total combined side yard setbacks and the minimum distance between principal buildings to construct an addition to the rear of their existing nonconforming home. The variances were approved by a 7/0 vote.

Pembroke Construction Sites

A resident expressed concerns during public comment at the August 12 City Commission meeting regarding two construction sites on her street. She stated that she is familiar with our inspectors from recent renovations at her home, but she has not seen any inspectors or code enforcement officers at the two new house construction sites on her street. She mentioned that one of the sites has a dumpster on site for construction debris, but the other one does not. In response to these concerns, a review of the inspection records for the two construction projects was completed along with site visits to observe the conditions.

The records for both projects show that all required building code inspections are up to date at this time. In addition, Code Enforcement has had activity at both construction sites. There have been four enforcement cases at the site with the pile of construction debris in the front, which was cited as a violation on August 12. The builder was instructed to have it cleaned up by August 16 or face further enforcement action including the issuance of a ticket. The builder did clean up the site by the deadline.

Online Permit Applications

In the month of July, we processed 400 permits online bringing this year's total permits processed electronically to 4,136.

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

August 6, 2024 State Primary Election - Wrap Up

The Clerk's Office would like to thank all of the election inspectors and City staff that helped conduct a safe and successful 2024 August State Primary Election. We appreciate all of the voters who participated by voting early, absentee, or in-person. 23.8% of registered Birmingham voters participated. Official results are available at oakgov.com/elections under the 2024 elections tab.

November 5, 2024 - General Election - Ballots Coming Soon!!

The initial mailing of absentee ballots is tentatively scheduled for the last week of September. If you will be out of town for the November election, please reach out to the Clerk's Office in early to mid-September to ensure your absentee ballot reaches your desired destination. Absentee ballots cannot be forwarded through the USPS.

Voters with an absentee ballot can...

1. Return your ballot by mail or drop box
*Keep in mind the spoiling ballot deadlines listed below
2. Vote your absentee ballot at one of your Early Voting sites (NEW with Prop 22-2)
3. Vote your absentee ballot at your precinct on Election Day (NEW with Prop 22-2)

Trusted Sources and Outside Organizations

As you know, election season comes with an abundance of political communications regarding voting. Outside organizations reach out to voters with texts, emails, phone calls, door knocking, etc.

Many times these outside organizations use old mailing and contact lists for their political communications, and sometimes communications from outside organizations can cause confusion or doubt in the voting process. If you have any questions about information you received, please check with your TRUSTED resources.

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

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

Election Inspectors for November

The City Clerk’s Office is fully staffed with election inspectors for the November 5, 2024 election. The Clerk’s Office will continue to accept applications for election inspectors to add to our emergency backup inspector list. These inspectors would be on call to work in case a regularly scheduled inspector is no longer able to work. Individuals must be at least 16 years of age and a registered Michigan voter if over the age of 18.

Visit bhamgov.org/vote for more information.

Early Voting Dates for November 2024

<u>Day</u>	<u>November 5, 2024 Election</u>	<u>Time</u>
Saturday	10/26	8:30 a.m. to 4:30 p.m.
Sunday	10/27	8:30 a.m. to 4:30 p.m.
Monday	10/28	8:30 a.m. to 4:30 p.m.
Tuesday	10/29	8:30 a.m. to 4:30 p.m.
Wednesday	10/30	8:30 a.m. to 4:30 p.m.
Thursday	10/31	12:00 p.m. to 8:00 p.m.
Friday	11/1	8:30 a.m. to 4:30 p.m.
Saturday	11/2	8:30 a.m. to 4:30 p.m.
Sunday	11/3	8:30 a.m. to 4:30 p.m.

Early Voting Locations:

- Waterford Oaks Activities Center, 2800 Watkins Lake Road, Waterford, MI 48328
- Bloomfield Township Public Library, 1099 Lone Pine Rd. Bloomfield Twp., MI 48302

Early Voting is a component of proposal 2022-2 which includes a constitutional right to no less than 9 days of early voting in each Statewide and Federal election (even year election) for no less than 8 hours per day. Early voting will look and feel just like voting on Election Day.

For more information on early voting check out bhamgov.org/vote.

November 5, 2024 General Election	<u>Important Election Deadlines</u>
Tuesday, October 22, 2024 through Election Day	Same-day voter registration <u>with your local clerk</u> , proof of residency required
Friday, October 25, 2024	5:00 p.m. Deadline to spoil an absentee ballot that was already

	submitted to the Clerk
Saturday, October 26, 2024 through Sunday, November 3, 2024	Early Voting
Friday, November 1, 2024	5:00 p.m. deadline for the clerk to send absentee ballots by first class mail
Monday, November 4, 2024	4:00 p.m. deadline for voters to spoil their absentee ballot that was lost or destroyed in-person at the Clerk's Office
Tuesday, November 5, 2024	8:00 p.m. deadline for absentee ballots to be delivered to the clerk for tabulation
Friday, November 8, 2024	5:00 p.m. deadline for a voter to cure a signature on an AV ballot return envelope that was otherwise a valid ballot to be tabulated
Monday, November 11, 2024	Deadline to receive and count a ballot submitted by an Overseas Voter postmarked on or before Election Day

Absentee ballots will be issued as requests are received up until the absentee ballot issuing deadlines.

Becoming a Permanent Ballot Voter

Since the passage of Proposal 2022-2, clerks now maintain a Permanent Ballot List. Birmingham voters began opting into the Permanent Ballot List by checking a box on their November 7, 2023 absentee ballot application or 2024 absentee ballot application.

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

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

No Postage Necessary!

Absentee ballot applications and absentee ballot return envelopes for the entire State of Michigan are equipped with a business reply mail permit that will cover the cost of postage for any ballot or application mailed within the United States.

Return Envelopes - What to look out for

Outgoing absentee ballots (to the voter) are blue.

All absentee ballot return envelopes (coming back to the Clerk) are purple.

***Remember when using a drop box to only use drop boxes in your assigned jurisdiction.**

Example: Birmingham voters should use the Birmingham ballot drop boxes. Birmingham voters should NOT place their ballot in a drop box from a neighboring jurisdiction such as Troy, Royal Oak, or Southfield Township.

***Also note that only the voter should be signing for their ballot.** It is a felony offense to forge a signature on an absentee ballot or ballot application.

IMPORTANT! DID YOU...		FOR CLERK'S USE ONLY	
• Sign in the box below in your own handwriting? • Put your ballot in the envelope? • Return ballot to the local clerk or drop box by the deadline? For deadline information or drop box location(s) go to mi.gov/vote I assert that: • I am a United States citizen. • I am qualified and registered to vote at the address listed. • I am voting in conformity with state election law. • I marked my ballot and placed it in this envelope without showing it to anyone. • I am returning my ballot to the local clerk or drop box by delivering it myself or a member of my immediate family or household, or sending it by public postal, express mail, parcel post service, or other common carrier. I understand that knowingly making a false statement is a misdemeanor. VOTER sign here in ink. Power of attorney is not acceptable. X Signature of Absent Voter Date This box must be signed or your vote will not be counted. If someone assists you or helps you mark your ballot, they must sign and identify themselves. I assisted the voter who is disabled or unable to mark their ballot according to their directions and without showing it to another person. Signature of Person Assisting Voter Print Name of Person Assisting Voter Address of Person Assisting Voter City State Zip A person who assists an absent voter and who knowingly makes a false statement is guilty of a felony.		Precinct No. _____ Returned: _____ Date and Time _____ Ballot No. _____ ☐ Voter signature verified (Initials) _____ ☐ Rejected? Reason _____ Keep your ballot secure. It is a felony for anyone to be in possession of an absent voter ballot except authorized election officials, employees of postal services or other common carriers during the normal course of their job handling mail, or a member of the voter's immediate family or household who the absent voter has asked to return the ballot. Precinct No. _____	

Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the GCAB is tentatively scheduled for September 6, 2024. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.bhamgov.org/GCAB.

Also note that for those visiting the cemetery and placing decorations for loved ones it is important to be aware of the [Greenwood Cemetery Operational Procedures, Conditions & Regulations](#), specifically sections II, III, and V.

Board of Ethics

The next Board of Ethics meeting has been scheduled for Friday, September 20, 2024 at 1:00 p.m. To view the Ethics Board agendas and minutes visit www.bhamgov.org/ethics.

The Board of Ethics for the City of Detroit is hosting their second annual Ethics Conference on Thursday, September 12, 2024. For more information, email clerk@bhamgov.org.

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. Go to www.bhamgov.org/boardopportunities to view all the available openings and apply to make a difference.

Board	Openings	Application due by noon Wednesday before the intended interview date	Interview/ Appointment at City Commission meeting 7:30 pm
Advisory Parking Committee	3 Regular members (BSD Member, retail, resident) term ending 9/4/2027 1 Regular member (retail) term ending 9/1/2026 1 Alternate member term ending 9/1/2026	8/21/24	8/26/24
Architectural Review Committee	1 Regular member term ending 4/11/2025	Until Filled	
Birmingham Area Cable Board	1 Regular Birmingham resident, term ending 3/30/27 1 Alternate Birmingham resident, term ending 3/30/26 1 Alternate Birmingham resident, term ending 3/30/25	Until Filled	
Birmingham Shopping District	1 Member shall be a business operators or persons with interest in property located within the district, 4-year term ending 11/16/2026	Until Filled	
Board of Building Trades Appeals	2 Regular member (builder & engineer) terms ending 5/23/2027	Until Filled	
Board of Review	1 Regular member to serve a 3-year term expiring 12/31/2024 1 Alternate member to serve 3-year term expiring 12/31/2026 1 Alternate member to serve the remainder of a 3-year term expiring 12/31/2025	Until filled	
Brownfield Redevelopment Authority	1 Regular member term ending 5/23/2026 1 Regular member term ending 5/23/2027	Until Filled	
Design Review Board	3 Regular member terms expiring 9/25/2027	9/18/24	9/23/24
Historic District Commission	3 regular member terms ending	9/18/24	9/23/24

	9/25/2027		
Historic District Study Committee	1 regular member term expiring 6/25/2027	Until Filled	
Housing Board of Appeals	3 Regular member terms ending 5/4/2026	Until Filled	
Martha Baldwin Park Board	2 Regular member terms ending 5/1/2028	Until Filled	
Multi Modal Transportation Board	1 Alternate member term ending 10/27/2025	Until Filled	
Stormwater Utility Appeals Board	2 Regular member terms ending 1/31/2026 2 Alternate members 1/31/2025	Until Filled	
Triangle District Corridor Improvement Authority	1 Resident of the developed area or area within 1/2 mile of the development area, term ending 12/15/2027	Until Filled	

City Manager's Office

Ad Hoc Aging in Place Committee (AIPC)

The AIPC held two regular meetings in the month of August to discuss and edit the City-Wide Action Plan. In July, the AIPC discussed and edited the final report section of the project. The next regularly scheduled AIPC meeting will be Wednesday, September 18, 2024 at 10:00 a.m. in conference room 202 of City Hall. It is the hope of the AIPC to finish the discussion and edits of the City Wide Action Plan and then meet again in the month of October to finalize a complete draft copy of the Final Report and City Wide-Action Plan for public comment in November/December.

The public is always welcome.

YMCA Building: Senior/Recreation Center Project

SCC Final Recommendation to the City Commission

On July 17, 2024, the SCC received the final report from NORR, LLC on the building assessment and the conceptual design plan options and cost estimates. City staff, the owner's representative (KMG - Kramer Management Group) and the SCC thoroughly examined the final report. The Final NORR, LLC Report listed three main options: a remodel, a remodel with an expansion of the existing footprint and a new build. NORR, LLC issued cost estimates for construction costs only and did not include the "soft costs" (design & review plans, management & inspection, final finishes and equipment) associated with each building option. NORR, LLC based their cost estimates on remodeling/building a center that would meet all basic building and accessibility codes. Operational costs for each option were also included. For Option 1, there is also an Option 1A and for Option 3, there is also an Option 3A. With the assistance of the City owner's representative (KMG), an additional two options were added to the mix, Option 4 and Option 4A. KMG compiled a financial analysis worksheet that details all of the options and their associated costs. The updated Final Report included costs estimates to build each of the additional two options:

1. Option 4 – This would be a demolition of the existing building and new construction of a building on-grade that would be 40,000 square feet in size and directly in line with a 75% space allocation to Next and a 25% allocation to the YMCA:

- a. Next: 20,428 sq. ft. (51.1% of the building, 75% of usable space)

- b. YMCA: 6,810 sq. ft. (17% of the building, 24% of usable space)
- c. City of Birmingham Parks and Recreation: 360 sq. ft. (0.9% of the building, 1% of usable space)
- d. City of Birmingham (Optional Future Excavation Space Deleted): 0 sq. ft.
- e. Facility Areas: 3,202 sq. ft. (8% of the building)
- f. Circulation Areas: 9,200 sq. ft. (23% of the building)
- g. Total Square Footage of Building: 40,000 sq. ft.
- h. Operational Costs (Gas - \$9,600.00, Electric - \$84,000.00): \$93,600

BUILDING CONSTRUCTION COST: \$16,930,289.00 (cost per sq. ft. \$423.26)
BUILDING SOFT COST (Design & Review, Management & Inspection, Final Finishes and Equipment): \$5,793,093.00 (cost per sq. ft. \$144.83)
OPTION 4 TOTAL: \$22,723,382.00 (\$568.08 per sq. ft.)
Estimated Cost to Add Pool: \$3,600,000.00 (\$800.00 per sq. ft.)
OPTION 4 TOTAL COST with Pool: \$26,323,382.00 (\$591.54 per sq. ft.)

2. Option 4A - This would be a demolition of the existing building and the new construction of a building on-grade that would be 50,000 square feet in size and directly in line with a 75% space allocation to Next and a 25% allocation to the YMCA:

- a. Next: 26,204 sq. ft. (52.4% of the building, 75% of usable space)
- b. YMCA: 8,734 sq. ft. (17.5% of the building, 24% of usable space)
- c. City of Birmingham Parks and Recreation: 360 sq. ft. (0.7% of the building, 1% of usable space)
- d. City of Birmingham (Optional Future Excavation Space Deleted): 0 sq. ft.
- e. Facility Areas: 3,202 sq. ft. (6.4% of the building)
- f. Circulation Areas: 11,500 sq. ft. (23% of the building)
- g. Total Square Footage of Building: 50,000 sq. ft.
- h. Operational Costs (Gas - \$12,000.00, Electric - \$105,000.00): \$117,000.00

BUILDING CONSTRUCTION COST: \$20,306,615.00 (cost per sq. ft. \$388.00)
BUILDING SOFT COST (Design & Review, Management & Inspection, Final Finishes and Equipment): \$7,079,893.00 (cost per sq. ft. \$125.00)
OPTION 4 TOTAL: \$27,386,508.00 (\$513.00 per sq. ft.)
Estimated Cost to Add Pool: \$3,600,000.00 (\$800.00 per sq. ft.)
OPTION 4 TOTAL COST with Pool: \$30,986,508.00 (\$568.56 per sq. ft.)

After much discussion, the Ad Hoc Senior/Recreation Center Committee voted to recommend that the City Commission select Option 4A contained within the Kramer Management Financial Analysis Worksheet. Option 4A calls for the current building to be demolished and a new building to be built in its place. The size and scope of that building is 50,000 sq. ft. and carries an estimated cost of \$27,386,508.00. A new build has numerous advantages over the current building, which has building code and accessibility issues, aged mechanical, plumbing and electrical systems, structural issues that limit renovation options and an inefficient layout that is not conducive to its intended uses. The proposed cost of renovating the current building (Option 1) came in at \$20,888,145.00 for 40,631 sq. ft. (\$514.09 per sq. ft.) Option 4A, a 50,000 sq. ft. new build, came in at \$27,386,508.00 (\$513.00 per sq. ft.). For the additional \$6,498,363.00, the City will be able to provide a modern, cost efficient building with a layout that meets all building, accessibility and safety codes, provides for the necessary space and programming needs of Next and for the agreed upon space for the YMCA.

The SCC approved unanimously the following motions:

To send to the City Commission the recommendation of the Ad Hoc Senior/Recreation Committee that option 1, as presented by Consultants and Staff, being a renovation of the existing YMCA building located at 400 E Lincoln St, Birmingham, MI 48009, not be considered because it is not financially responsible and does not meet goals 1 through 4 of the senior/recreation center project and that a new facility is the preferred choice;

AND

To send to the City Commission the recommendation of the Ad Hoc Senior/Recreation Committee that a new building according to option 4A as presented by the staff and City consultants be built, not to exceed approximately 28 million dollars, as it meets goals 1 through 4 and objectives 1 through 6 of the senior/recreation center project, with an option for consideration of a pool not to exceed 3.6 million dollars in cost.

The SCC believed that when all the factors are considered, including costs, building design elements, programming and space allocations, the best recommendation to the City Commission is to move forward with Option 4A and to use this conceptual option to proceed to final site plan and design review.

Special Meeting of the City Commission to Consider the SCC Recommendation

On July 29, 2024, the City Commission received a presentation from CM Ecker and Brian Deming, the City's Owner's Representative from Kramer Management Group concerning the recommendation of the SCC. The City Commission also heard from Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit and Cris Braun, Executive Director of Next. There was a robust conversation about the recommendation of the SCC by the City Commission and the City Commission also heard from numerous residents during public comment.

The City Commission passed the following motion:

1. To demolish and build new.
2. These three parties need to meet, they need to be represented by counsel. They should not stick to any allocation, percentage-wise, of space. They should figure out the sharing arrangement, and they should contemplate, or discuss, a variety of partnership structures they can bring back to us. The City expects the YMCA to contribute commensurate with the square footage they would be utilizing.
3. That we begin the process of doing financial and legal due diligence on our partners. That may involve hiring outside counsel, or our existing auditing firm, to examine tax returns, financial statements, and potential legal structures.

The City is currently working with Next and the YMCA to formalize agreements.

Birmingham Country Club Potential Pickleball Courts Update

On August 21, 2024, the Bloomfield Township Design Review Board heard a presentation from the Birmingham Country Club regarding plans to build pickleball courts in the southeastern section of their property. Assistant City Manager Melissa Fairbairn attended the meeting as the proposed project may affect Birmingham residents on adjacent properties. The Bloomfield Township Design Review Board voted to table the Birmingham Country Club's project until further sound mitigation strategies are addressed.

Communications

Around Town e-Newsletter

The communications team is working on the September edition of the Around Town e-Newsletter, which will include information about the Birmingham Green: Healthy Climate Plan, Birmingham's future senior/recreation center, fall golf events and more. Follow [this link to view the August edition](#) of the Around Town e-Newsletter.

Receive Updates from Birmingham

Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on [Facebook](#) and [Instagram](#) @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

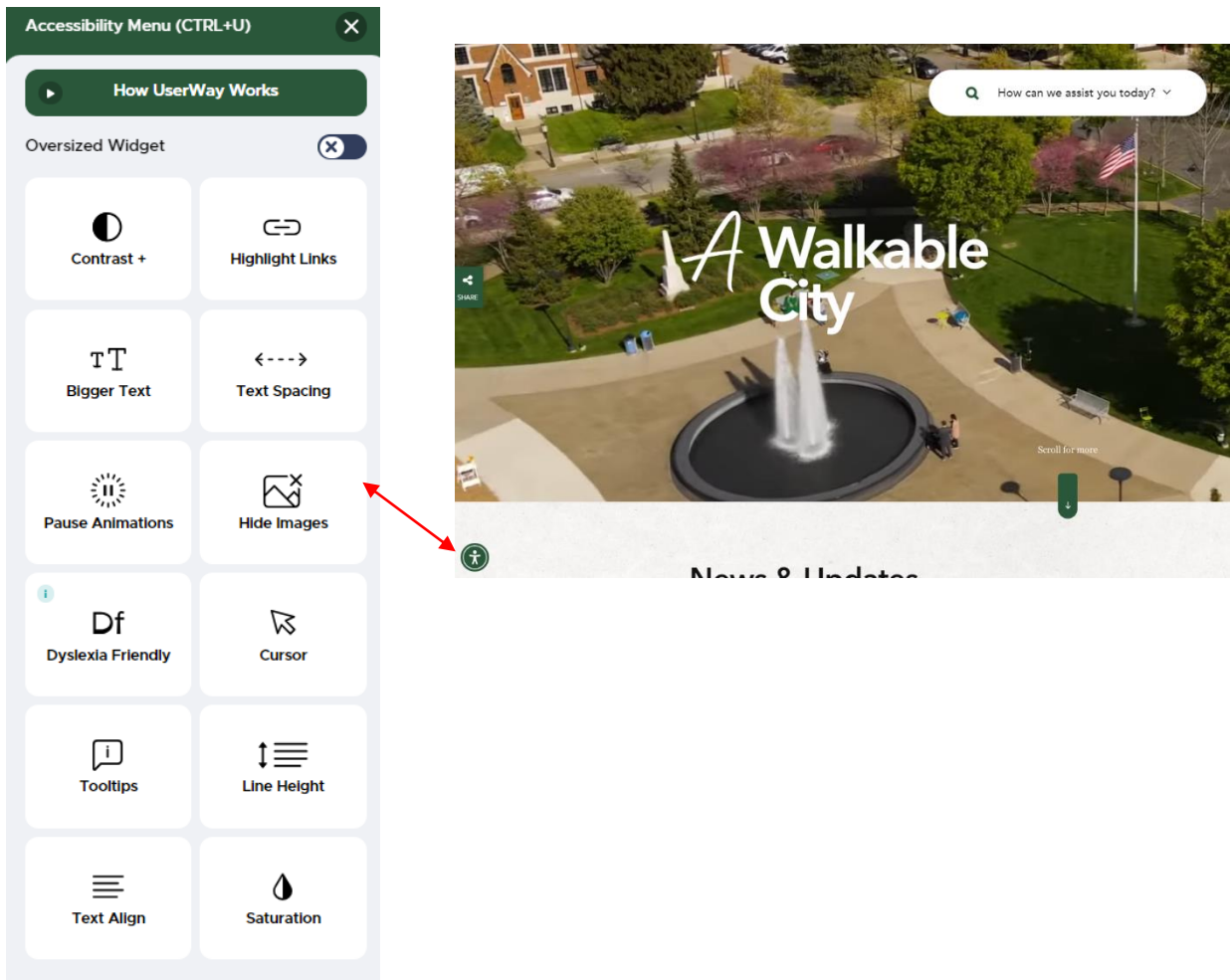


AROUND TOWN E-NEWSLETTER • AUGUST 2024



Website ADA Compliance

The IT Department and communications team work together to ensure the City’s website meets current ADA compliance standards. The communications department requested a review of our website by Revize, our web host, to verify that we are compliant with new legal standards. The IT department has also run an independent test of our website using Site Improve to verify that we are compliant with new federal laws. As a reminder, the City’s website has an accessibility widget which allows visitors to adjust settings such as contrast, text size, text spacing, and the structure of any given page.



BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
7/22/24	Redding Well Site	7/22/24	In progress
7/8/24	Pesticides	7/8/24	In progress
5/20/24	RFP Process	6/3/24 7/22/24	In progress

4/15/24	Discuss City property on Shirley Road that is not designated as Right of Way	4/15/24	In progress
4/8/24	Update Advisory Parking Committee duties	4/8/24	In progress
2/12/24	City-run events and sponsors	3/4/24 7/8/24	In progress
10/2/23	Implementation of crosswalk standards	10/2/23 10/16/23 11/13/23	In progress
5/8/23	Woodward noise	5/8/23 6/5/23	In progress
2/27/23	Bench and Little Library for Pat Andrews	3/13/23 5/8/23	In progress

Department of Public Services

On August 12, 2024, a representative of a resident on Purdy Street spoke in opposition to the removal of a tree in the right of way adjacent to their family member's property. City tree #8406, a 16" diameter Littleleaf Linden, failed in a storm on 7/23/24. The tree debris in the road was cleaned up that night, and the remainder of the City tree was removed in the morning 7/24/24 for immediate health and safety reasons, as the City tree was leaning toward the adjacent property due to the damage. This was explained to the property representative when they inquired about why they were not informed before the removal, and the City provided a report and a photo taken during the removal. The property representative was also informed the City intends to replace the tree within approximately one year per standard City practice.

Engineering Department

2024 Construction Update

Redding Road Project

The contractor has completed the underground work and is paving the concrete road. Redding Road is closed westbound between Lake Park Drive and Woodward Avenue. Local traffic only is being maintained eastbound on Redding Road.

Edgewood Road Project

The contractor has completed the underground work. Pavement installation and restoration will be completed before Labor Day.

2024 Asphalt Resurfacing Program Project

The contractor has completed the work on Barnum Park and Chester Street between Maple and Martin. They will complete the resurfacing of the other asphalt streets at the beginning of September.

MDOT – Woodward Ave. and Brown/Forest Intersections

The mast arms with coating corrections have been shipped to the area and the project restarted on August 20.

Arlington, Shirley, and Brandon Project

Construction began the week of August 12. Crews are working on water and sewer improvements along Arlington, north of Lincoln.

Pierce Alley and West Maple Alley

The contractor started construction in August and has poured concrete on the west phase of the West Maple Alley. The contractor began construction on the north portion of Pierce Alley the week of August 19 while concrete was curing on the West Maple Alley.

The following construction projects are scheduled to start either at the end of August or in September. Affected property owners will receive notices with detailed information:

- 2024 Sewer Rehabilitation Program
- Oakland and Haynes Project
- 2023 Concrete Program
- 2024 Concrete Program

Illicit Discharge to Rouge River

The City has determined the source of the sanitary sewer discharge and discussions are occurring with the property owner. We have been keeping the Michigan Department of Environment, Great Lakes, and Energy (EGLE) aware of the City's progress in finding the source.

Water Service Verification Program

The City has a deadline of October 16, 2024, to submit material information for 364 water services to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The City randomly selected 364 water services to verify the material for this ELGE requirement and currently, 86 properties still need to be verified as to the "In-Home/Business" water service line material.

The City is knocking on doors to talk to property owners about verifying the "In-Home/Business" water service line material. If a property owner is not home, a flier will be left with the next steps. Property owners can schedule an inspection by an authorized City representative at (248) 303-2292 or determine the in-home/business material themselves with the steps provided in the letter.

Lead Service Replacement Program

The City will be starting a door-knocking effort to replace lead water services at no cost to property owners. If the property owner is not available, a flier will be left. Those who receive the flier are asked to follow the listed steps to schedule the water service replacement.

For more information, please contact the Engineering Department at (248) 530-1840.

Maple and Eton Road Safety Audit

The City of Birmingham is committed to maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on streets and walkways. The intersection of Maple Road and Eton Street was recently selected for SEMCOG's 2024 Road Safety Audit Program. The intersection has limited sight distance and a unique roadway configuration. The area has a high volume of pedestrian and bike traffic, and serves as a vital connection between the South Eton and North Eton bike lanes. The Road Safety Audit Program affords us the opportunity for a formal safety performance examination of this intersection by an independent, multi-disciplinary audit team. The Road Safety Audit team will observe the area and present staff with an overview of safety observations and mitigation recommendations during the week of August 26. Findings will go before the City Commission this fall.

Fire Department

The Fire Department received \$92,684.00 from the Michigan Department of Labor and Economic Opportunity (LEO) for purchasing secondary sets of turnout gear for Fire Department personnel. The department began purchasing secondary sets for each firefighter and will use this money to purchase additional

sets as they expire. Each firefighter needs a second set of gear for after fires. The gear must be thoroughly cleaned and dried to remove all carcinogens from a fire incident. The cleaning process can take multiple days to complete the entire shift's gear. Toxins from fires have proven to cause cancer so it is critical to have clean secondary sets of gear to maintain safety and readiness. Turnout gear is only compliant for 10 years and then must be disposed of due to breakdown over time and from heat exposure reducing its protective barriers. This LEO grant is a reimbursement grant. The department will spend about \$31,000 annually over the next three fiscal years with full reimbursement expected.



Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of August 20, 2024. Their skills, expertise, and enthusiasm are a valuable addition to our team. We welcome them to our team!

Department	Name	Position	Type
Police	Roseanna Evans	Dispatch	PT
Building	Calvin Rossett	Electrical Inspector	FT (AFSCME)
Police	Spencer Buchman	PEA	PT (AFSCME)
Parks	Luke Larsen	Parks Laborer	Seasonal
Police	James Kraszewski	Dispatch	FT (BPOA)
Golf	Cameron Csernits	Jr Ranger	Seasonal
Police	Daniel Patton	Dispatch	PT

Golf	Faith Freeman	Clubhouse Service	Seasonal
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August Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee	Department	Position
1	Cameron Lease	Police	Police Officer
1	James Cardenas	Police	Police Officer
1	Matthew Walker	Police	Police Officer
1	Peter Vangelderren	Library	Library IT Tech
2	Ethan Kramer	Ice Arena	PT Arena Concessions
2	Sarah Dalmer	Library	Library Assistant 2
3	Brandon Wynn	Parks	P&F Technician
3	Colin Quackenbush	Parks	Parks & Forestry Operator
3	Jeffrey Odett	Ice Arena	Parks Labor PT
3	Shaun Brown	Fire	Fire / EMT
4	Ann Tappan	Managers Office	Communication Specialist
5	Rex Poland	Ice Arena	PT Arena Concessions
7	Daniel Patton	Library	Substitute Librarian
7	Kathleen Mcbroom	Library	Substitute Librarian
7	Laura Eichenhorn	Community Development	Transcriptionist
7	Michael Howey	Library	Librarian II
8	Brent Macumber	Police	Police Officer
8	John Dare	Building	Inspector PT
8	Joshua Bouchard	Police	Police Sergeant
9	David Buttigieg	Police	Police Sergeant
9	Jeffrey Zielke	Building	Assistance Building Officer
10	Jordan Zale	Police	Police Sergeant

11	Paul Gillin	Library	Library Bookkeeper
12	Terry Meyer	Library	Library Assistant 2
18	Linda Rodriguez	Police	Parking Enforcement Officer
19	Anthony Lowe	Library	Library Asst I
21	Gina Moody	Police	Police Officer
22	Jana Ecker	Managers Office	City Manager
22	Veronica Williams	Treasury	Clerical Support Staff
23	Carrie Laird	Parks	Parks & Rec Manager
26	Devin Deroeck	Parks	Park & Prop Maintenance
26	Paul Wells	Fire	Fire Chief

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 www.bhamgov.org/jobs.

Department	Position	Type	Status
DPS	SSW Assistant Foreman	Full Time (TEAMSTERS)	External Posting closing 8/31/2024
DPS	Sanitation Operator	Full Time (TEAMSTERS)	External Posting Closing 8/31/2024
Clerks	Election Coordinator	Part Time (AFSCME)	External Posting closing 9/13/2024
Building	Plumbing/Mechanical Inspector	Full Time	Open Until Filled
DPS	Ice Arena Concessions/Maintenance	Part Time	Open Until Filled
DPS	Ice Arena Operator	Full Time (TEAMSTERS)	Reviewing Applicants
Engineering	Public Works Inspector	Seasonal	Interviews Scheduled
Community Development	Support Staff A	Full Time (AFSCME)	Onboarding
Finance	Finance Director Designee	Full Time	Onboarding
DPS	Recreation Coordinator	Full Time (AFSCME)	Onboarding

Planning Department

Planning Board

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

1. 720 S. Adams – Final Site Plan & Design Review request for new 6-story mixed-use building in the Triangle District (August 28, 2024)
2. Triangle District Mixed-Use Standards – Study Session (September 11, 2024)

Ad Hoc Environmental Sustainability Committee (ESC)

The ESC is now soliciting feedback on the Birmingham Green: Healthy Climate Plan during an open public comment period from *August 9 through September 16*. You can find the plan [HERE](#). Please provide any comments to Planning Director Nick Dupuis (ndupuis@bhamgov.org). In addition, should you have any questions about the progress of the project, how to engage, next steps, or wish to provide other general feedback, please do not hesitate to contact the Planning Department through the same contact. Below is a list of the deliverables and activities we are currently engaged in with details on progress and next steps for each

- **Public Engagement Phase 2 (Completed)**
 - Open Survey #2 – completed May 10, 2024
 - Department of Public Services Open House – completed May 11, 2024
 - Birmingham Shopping District Executive Board – completed June 6, 2024
 - Birmingham Shopping District – completed July 11, 2024
 - Close Survey #2 – completed July 24, 2024
 - Presentation @ NEXT – completed July 30, 2024
- **Public Engagement Phase 3 (Ongoing)**
 - Public Comment Period – August 9, 2024 – September 16, 2024
- **Greenhouse Gas Emissions Inventory (100%)**
 - Publish on City Website – August 2024
- **Sustainability and Climate Action Plan (95%)**
 - Greenhouse Gas Emissions Forecasting – completed May 2024
 - Build out background section of Action Plan – completed May-June 2024
 - Greenhouse Gas Planning Scenarios – completed June 2024
 - Conclusion Sections – completed July 2024
 - Formatting and Revisions – August-September 2024
 - Glossary/Appendix/Citations – August-September 2024

Historic District Commission & Design Review Board

The Historic Preservation Master Plan will be discussed at the next Historic District Commission meeting.

Multi-Modal Transportation Board

The MMTB is reviewing upcoming road construction projects, and road width recommendations for Wimbleton Drive. The Board and staff are having preliminary discussions of best practices. City staff will be collecting traffic data in September while school is in session to have accurate data for the City's road width standards.

Police Department

Pedestrian Safety Improvements

The Police Department received requests to review the intersections of S. Old Woodward and Frank and N. Old Woodward and Harmon for pedestrian safety. City staff, in collaboration with the City's traffic consultants, conducted evaluations of the areas and recommendations were presented to the Multi-Modal Traffic Board

(MMTB). When significant changes to regulatory controls are proposed, a Traffic Control Order is required for enforcement purposes and requires City Commission approval. However, non-regulatory minor enhancements to increase safety may be installed after recommendations from our consultants and the MMTB.

S. Old Woodward and Frank: The current enhanced crosswalk and bump-outs were adequate, but the pedestrian crossing signs will be moved to areas more visible for pedestrians.

N. Old Woodward and Harmon: The angled on-street parking on the northwest corner creates sight-distance limitations for pedestrians crossing east and west across N. Old Woodward Ave. There is a no parking area adjacent to the intersection; however, vehicles frequently use this area for short-term parking and loading, which obstructs the view of pedestrians for southbound vehicles. A temporary bump-out will be added on the northwest corner using pavement markings and flexible delineators. This will effectively reduce the crossing distance and increase pedestrian visibility.

2024 Woodward Dream Cruise Review

According to the official Woodward Dream Cruise website, the cruise is the world's largest **"one-day"** automotive event, which draws over 1 million people and 40,000 classic cars each year. Since 2020, this one-day event has turned into an every weekend cruise. The large influx of cruisers to our City has caused the Police Department to take multiple steps to reduce the impact on our community. While the Police Department has made changes in parking restrictions, obtained power of attorney for private lots, and worked with State officials to address current State laws governing exhaust sounds emanating from vehicles, this influx of cruisers that takes place all summer long has been ongoing for four years shows no sign of stopping. As a result, the Police Department has dedicated two officers to Woodward Ave. every Friday and Saturday evening during warm weather. This year, that assignment started the weekend of April 5 and has accounted for over 300 hours of overtime as current manpower levels cannot support this assignment.

During the Dream Cruise event week, the Police Department added extra officers on the evenings of Thursday and Friday before the event. On Friday the 16th, we had 24 officers on duty from 6 p.m. to midnight and on Saturday the 17th, we had 37 officers on duty at our peak time from 2 p.m. to midnight. These numbers include a combination of our police officers and auxiliary officers. Over the course of the weekend, just over 40 citations were issued on Woodward for a variety of reasons. However, our officers have countless encounters with spectators and cruisers to curb behaviors through verbal warnings to ensure a safe environment for everyone in attendance. On Saturday evening, there was one assault that occurred at Zana and one arrest for drunk driving. Despite these incidents, the community's safety was our top priority and we are pleased to report that no major incidents occurred during the Dream Cruise.

Parking Systems Update

Repairs

The City Commission approved the proposed 2024 Chester Garage Repair Project at the June 24 City Commission meeting, and repairs are underway. The primary project objectives are to address structural issues, waterproofing, stairwell improvements, and stairwell window glazing repairs. Also included are mechanical, electrical, and plumbing system repairs and upgrades. Approximately 300 parking spaces are unavailable for the duration of the project. Repairs are expected to be complete next summer.

Advisory Parking Committee

During the August Advisory Parking Committee (APC) meeting, staff and the APC discussed updating their roles and duties, membership makeup, and frequency of meetings. The APC was created in 1984 with the purpose of providing guidance to the City Commission regarding parking related topics. The guidelines for the APC have not been updated since their creation.

Staff presented a draft of revised guidelines to the APC for review and feedback. The APC requested some changes and agreed to continue discussing the topic at the October regular meeting.

Parking Reports

Download the [July 2024 Parking Report](#) to view the following data: total citations issued, average weekly maximum capacity, meter revenue by amount and percentage, monthly passes compared to garage capacity and monthly permits sold.

Future Agenda Items

Download a summary of [future agenda items](#).

Download a summary of [future workshop items](#).



MEMORANDUM

Legal Department

DATE: August 21, 2024

TO: Jana L. Ecker, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268 Sec. 8(e) and (h) of the Open Meetings Act

INTRODUCTION:

The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act and to discuss a written attorney/client privilege communication pursuant to MCL § 15.268, Sec.8(1)(h).

BACKGROUND:

The City Attorney will discuss and answer questions regarding a written attorney/client privilege communication and pending litigation.

LEGAL REVIEW:

I am requesting closed session on August 26, 2024 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation of *Christine Lindsey v City of Birmingham*; Oakland County Circuit Court Case No.: 2022-197456-NI. This matter pertains to an alleged accident that occurred on April 18, 2022 wherein a City owned vehicle purportedly came into contact with a vehicle in which Plaintiff was a passenger. Trial is scheduled for September 10, 2024, and to discuss a written attorney/client privilege communication pursuant to MCL § 15.268, Sec.8(1)(h) of the Open Meetings Act.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8 (e) and (h).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation of *Christine Lindsey v City of Birmingham*; Oakland County Circuit Court Case No.: 2022-197456-NI, and to discuss a written attorney/client privilege communication pursuant to MCL § 15.268, Sec.8(1)(h) of the Open Meetings Act.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."



MEMORANDUM

City Manager's Office

DATE: August 19, 2024
TO: City Commission
FROM: Jana L. Ecker, City Manager
SUBJECT: Senior/Recreation Center Project

INTRODUCTION:

In November 2022, the City Commission adopted several strategic goals, one of which was to support an engaged and connected community by offering City services and amenities that enrich the lives of residents of all ages as a main goal. This strategic goal included a recommendation to "create a task force to facilitate an aging in place plan, develop a plan for a permanent senior/community center to house NEXT senior services and to offer space for multigenerational programs, engage with youth in the community with a teen board or committee."

In early 2023, the City became aware that the YMCA was looking to combine their Birmingham location with their Royal Oak location into a new joint location near 13 Mile Rd. and Woodward in Royal Oak. The City and the YMCA negotiated the City's purchase of the current YMCA branch at 400 E. Lincoln in Birmingham for two million dollars (\$2,000,000.00). The City purchased the YMCA Building to serve as the new and permanent home for Next. In fact, of the two million dollar purchase price, the City contributed \$1,500,000.00 and Next contributed the other \$500,000.00. In exchange, the City agreed to rent the building to Next for one dollar a year in rent (memo of understanding). The YMCA and the City negotiated a lease agreement that would allow the YMCA to stay in the current building for three years while the YMCA worked out the details of their move to Royal Oak. The City and the YMCA agreed that the City was not interested in the pool and the YMCA agreed to continue to be responsible for all expenses related to the operation, staffing and maintenance of the pool for the duration of the lease. Additionally, it was also anticipated that Next would only need approximately 75% of the total space of the building moving forward. As a result, the City, seeing an

opportunity for intergenerational contact and continued service to community members, negotiated with the YMCA to allow the YMCA to remain in Birmingham and utilize about 25% of the building's space to maintain a presence in the Birmingham community.

BACKGROUND:

Since the City purchased the YMCA building last July, we have been working to solidify a long term plan for the redevelopment of the building and/or site for use as the future home of Next senior services, as well as the YMCA. A complete history of the milestones of the past year for this project was contained in a staff report in the July 22, 2024 City Commission agenda packet.

Most recently, on July 29, 2024, the City Commission held a special meeting to discuss the senior/recreation center project, and to review the renovation and new construction options discussed in detail by the Ad Hoc Senior/Recreation Center Committee and outlined in the final NORR report. At the special meeting, the City Commission was asked to answer two questions:

- Should the City renovate the existing YMCA building or demolish it and construct a new building to house Next and the YMCA?
- What is the maximum amount that the City Commission is willing to invest in a future home for Next and the YMCA?

After much discussion, the City Commission answered the first question above, and voted to demolish the existing YMCA building, and to construct a new building to house Next and the YMCA. The City Commission determined that additional information was needed before they could answer the second question above. The City Commission approved the following motion with respect to the existing YMCA building and the future home of Next:

1. To demolish and build new.
2. These three parties need to meet, they need to be represented by counsel. They should not stick to any allocation, percentage-wise, of space. They should figure out the sharing arrangement, and they should contemplate, or discuss, a variety of partnership structures they can bring back to us. The City expects the YMCA to contribute commensurate with the square footage they would be utilizing.
3. That we begin the process of doing financial and legal due diligence on our partners. That may involve hiring outside counsel, or our existing auditing firm, to examine tax returns, financial statements, and potential legal structures.

The City Commission requested additional information on the space needs of Next and the YMCA, the potential sharing of space to reduce the overall building size, an outline of the type of agreements that Next and the YMCA are prepared to enter into with the City to formalize our partnership and cost sharing, and requested that the City conduct due

diligence with regards to the legal and financial status of both Next and the YMCA prior to entering into any agreements. Commissioner comments on the next steps needed to advance the senior/recreation center project were also noted as follows:

- An RFP cannot be issued without a square footage size and estimated construction cost. Architects' standard contracts are a percentage of construction costs.
- It would be beneficial if all parties and attendant counsel could meet and come to an agreement within the next two to three weeks. Clarity regarding shared space and potential operating models would be necessary.
- Information should then be provided to the Commission at the end of August 2024, in order for the Commission to determine the maximum out-of-pocket investment the City would be prepared to make in the project.
- This matter would not be ready for a bond request for November 2024.
- It might be appropriate to ask staff to return to the meeting after next with specific information including agreements, proposals, and floor space.
- Next and the YMCA would likely be able to come to an agreement on a facility that would have a reasonable cost.

Since the special meeting of the City Commission on July 29, 2024, City staff met with both Next and the YMCA separately on multiple occasions to conduct legal and financial due diligence on our potential non-profit partners, and to discuss possible partnership arrangements. In addition, City staff also met extensively with our owner's representative to discuss potential funding models and partnership opportunities.

Next

City staff and our owner's representative met with the Executive Director and President of Next to conduct a legal and financial review of the Next organization, and to discuss formalizing possible agreements between the City and Next. At the first meeting, Next was still seeking legal counsel. Next was asked to provide their articles of incorporation, bylaws, tax filings, annual budget documents, annual reports and membership information to the City. In addition, Next was asked to consider:

- Paying operating expenses as per the existing Memorandum of Understanding between Next and the City;
- Additional capital contributions to assist in funding construction of a new building and / or tenant improvements;
- Approaching other communities for increased funding support through a millage or other mechanism;
- Offering free or reduced membership to Next for Birmingham residents;

- Reduction of space needs if the construction budget must be significantly reduced;
- Clarifying all terms in an amended agreement with the City;
- Seeking out options for a temporary home for Next should Birmingham Schools not extend their occupancy past June 2026;
- Meet with the YMCA to discuss potential space sharing opportunities; and
- Report back to the City prior to the August 26, 2024 City Commission meeting if possible.

Next has now provided their articles of incorporation, bylaws, tax filings, annual budget documents, annual reports and membership information to the City.

To summarize, the organization and structure of the non-profit group Birmingham Area Seniors Coordinating Council, dba Next, Your Place to Stay Active and Connected, and the managing Board of Directors members and roles are outlined in the Articles of Incorporation (1981) and the bylaws most recently adopted in July 2024. The bylaws allow for a 25 member Board of Directors. Currently, there are 18 members, with two members pending approval at this time. Beverly Hills, Bingham Farms and Franklin all have liaisons to the Next Board of Directors that are non-voting members. Birmingham does not currently have a liaison to the board, but Next has indicated they would welcome the return of a Birmingham liaison.

The articles of incorporation for Next also established an endowment fund, which currently has a fund balance of \$2.2 million dollars and is controlled by the Board of Directors of Next. The \$500,000 investment in the purchase of the YMCA building was drawn from the endowment fund. Taxpayers do not have any control over the endowment fund, nor does the City. Only the Board of Directors can approve withdrawals from the fund.

Next has funded their operations through revenue from membership dues, programming fees, grants, business sponsorships, donations, fundraising, transfers from their endowment fund, and from the contributions of Birmingham, Beverly Hills, Bingham Farms and Franklin. In addition, Next has been provided a home in Midvale, and been supported by Birmingham Public Schools (BPS) for utility usage, IT and communications services, for an estimated \$310,000 in-kind donation in total from BPS. Next has filed all required tax filings and provided copies of same to the City. Next has also provided an independent financial review of their filings to the City.

Part of the financial due diligence process for Next included a detailed breakdown of income and expenses for the current fiscal year, and future years based upon the removal of Birmingham Public Schools in-kind support. However, this detailed budget information is not attached to this report, as Next has indicated a desire to share this information in person and in detail with the City Commission at the meeting on August 26, 2024.

Based on discussions to date, Next has indicated a willingness to consider funding their share of the operating costs for a new building, expressed a willingness to consider

offering free or reduced Next membership to Birmingham residents, to consider amending their membership fees and to approach the other member communities of Next to solicit additional funding. Next has advised that they could have their Board of Directors review each of these offers at the next board meeting in September. Should the board be amenable, these elements could form the basis of an agreement between Next and the City, and the attorneys could prepare a draft agreement. Next is now represented by Will Hosler from Williams, Williams, Rattner and Plunkett.

The City is currently working with Next to draft a formal agreement beyond the existing Memorandum of Understanding between Next and the City, which would then go to the Next board for consideration.

Next has met with the YMCA to discuss potential opportunities for space sharing.

YMCA

City staff and our owner's representative met with the CEO of Metropolitan Detroit YMCA to conduct a legal and financial review of the YMCA organization, and to discuss formalizing possible agreements between the City and the YMCA. The YMCA was asked to provide their articles of incorporation, bylaws, tax filings, annual budget documents, and annual reports to the City. In addition, the YMCA was asked to consider:

- The amount of space needed for their preferred programs;
- Paying for the YMCA share of core and shell construction;
- Paying the full cost of tenant improvements for the YMCA portion of the building;
- Timing of fundraising (need for phasing, costs at each stage if YMCA is designed into project, but constructed in a later phase);
- Offering free or reduced membership to the YMCA for Birmingham residents;
- Entering into an agreement with the City for a long term lease;
- Discuss options for a temporary home for the YMCA during the construction process; and
- Report back to the City prior to the August 26, 2024 City Commission meeting if possible.

YMCA was also asked to meet with Next to discuss space sharing opportunities.

The YMCA has provided their articles of incorporation, bylaws, tax filings, annual budget documents, annual reports and audits to the City, all of which are attached for your review.

The organization and structure of the non-profit Metropolitan Detroit YMCA, and the managing Board of Directors members and roles are outlined in the Constitution of the National Council of Young Men's Christian Associations of the United States of America (1923) and the bylaws most recently adopted in 2023. The bylaws allow for a minimum of 25 and a maximum of 30 members on the Board of Directors.

Part of the financial due diligence process for the YMCA included a detailed breakdown of income and expenses for the current fiscal year. The Birmingham branch of the YMCA, is a member branch of the YMCA of Metropolitan Detroit. Revenues for the YMCA of Metropolitan Detroit for 2023 were \$27.5 million dollars and the expenses to operate the YMCA of Metropolitan Detroit were \$30.7 million dollars. Over the past two years (2022 and 2023), the YMCA of Metropolitan Detroit has experienced expenses in excess of revenues.

The YMCA has indicated that the desired space would be approximately 8,000 sq. ft., plus additional space to house a pool, for a total of about 13,000 sq. ft. The YMCA has indicated a willingness to share space with Next. The YMCA is conducting their own internal study to determine the size and amenities they would need to attract an increased membership base at the Birmingham branch to meet their service and financial goals.

The YMCA has expressed the desire to fundraise to contribute to the construction and operation of a new Birmingham branch of the YMCA, and to enter into a partnership with the City. The YMCA has expressed a willingness to pay their share of the operating costs for their space in a new building, and to consider offering discounted rates for Birmingham residents. The YMCA has advised that they could have their Board of Directors review each of these issues at the next board meeting on September 24, 2024. Should the board be amenable, these elements could form the basis of an agreement between the YMCA and the City, and the attorneys could prepare a draft agreement. The YMCA is represented by Brandon Muller as their legal counsel.

To follow up on other comments regarding the YMCA's plans in Royal Oak, the YMCA has advised that they are still developing a concept for the property at 66 S. Main Street in Royal Oak, and that project is ongoing.

LEGAL REVIEW:

The City Attorney has been present at all of the SCC meetings and all individual meetings with both Next and the YMCA. The City Attorney is very familiar with the project and assisted the City with the original purchase of the property. The City Attorney will continue to be involved and to work with our partners' legal counsel to draft the necessary legal agreements.

FISCAL IMPACT:

From the time of the purchase of the YMCA building by the City in spring/summer of 2023, it has been contemplated that the City may have to invest funds into the construction of building to create a permanent home for Next and to support Next services. It is anticipated that there will be senior millages approved in the member communities, as well as the potential for ongoing fundraising and the possibility of the issuance of bonds for construction of a new building.

As has been previously stated, the City proposed a senior millage in November of 2023 for a 0.3 mill senior millage. The senior millage passed overwhelmingly, 69% in favor of the millage and 31% opposed. This senior millage will generate approximately one million dollars a year for the next three years (2024-2025 budget year through the 2026-2027

budget year) to assist with construction costs. It is important to note that the current senior millage that was approved is for building renovation and/or construction, and to start a "sinking fund" for future building renovations and/or repairs. This millage will not be sufficient to fund construction of a new building to house Next, or to house Next and the YMCA, if desired. Additional funding will need to come from the sale of bonds and a future senior millage for long term operations and programming to support senior services.

Currently, Bingham Farms, Beverly Hills and the Village of Franklin contribute funds to Next to provide senior services to their residents through an inter-local agreement with Birmingham. An updated inter-local agreement could be negotiated between the municipalities to increase the contributions for operating expenses and/or construction costs. The City has been in discussion with all three of these member communities to discuss the need for additional funding in the future to allow for the expansion of Next and relocation to 400 W. Lincoln. Member communities may choose to contribute their share of funding for senior services through a bond issue, senior millage, general fund payments, and/or through a prorated membership fee structure. In addition, Next and the YMCA could enter into agreements with the City to fund a portion of construction costs. Next has already contributed \$500,000 to the purchase of the existing building and in exchange the City has agreed to rent future space in the building at a cost of \$1 per year.

The City has begun working on the creation of financial models to calculate the cost of different building sizes, building and operations cost for each potential partner and overall funding needs to demolish the existing building at 400 E. Lincoln and construct a new building. Once an option for the senior/recreation center is selected by the City Commission, City staff, Next and the YMCA will continue working together to finalize a financial plan moving forward for consideration by the City Commission. This will of course include the City continuing to work with all of our inter-local member communities that support Next and all of the other funding options previously discussed. However, for the purposes of this report, the fiscal impact process will be more detailed moving forward once the City Commission chooses an option for the senior/recreation center project with an accompanying budget and scope of work.

SUSTAINIBILITY:

The senior/recreation center project has the potential to include multiple sustainability components. Various building materials and/or sustainable initiatives will be considered by the final design architect and the City Commission at a later date. The costs associated with sustainable building materials and/or practices as well as LEED certification can be considered by the City Commission during the next phase of this project (final design and construction plans).

DESIGN CONSIDERATIONS:

All of the work to date on the senior/recreation center project has been to complete a comprehensive assessment of the existing facility, conduct a space program analysis for both Next and the YMCA and to receive public input into the project, both from a community survey and two town hall meetings. The City has created the Ad Hoc Senior/Recreation Center Committee to assist and guide City staff and to make recommendations to the City Commission on the project, the City has hired an Owner's Representative to assist City staff and the SCC in accomplishing their goals and objectives

and the City has also hired a professional architectural firm to complete the assessment and preliminary conceptual plans and cost options.

Design considerations will be far more prevalent in the next phase of the project, final design and construction plans. City staff, the Owner's Representative and the SCC have already completed an RFQ for final design and construction plans and architectural/engineering services. City staff, the Owner's Representative and the SCC have identified three professional architectural firms that have been selected through the RFQ to bid on the preferred option of the City Commission.

PUBLIC COMMUNICATIONS:

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

- Press releases
- E- Blasts
- Created a web page on the City's website dedicated to the project
- Promoted the project on the home page of the City's website
- Updates have been provided in all of the monthly City Manager's Reports as well as the City's Around Town E-Newsletters
- Updates have been provided in the City's summer edition of the Birmingham Beat Newsletter
- The project has been promoted on the City's social media channels including Facebook and Instagram
- Two in-person town hall meetings were held at the YMCA and Next
- The Ad Hoc Senior/Recreation Center Committee was created and has met almost weekly since its inception. All meetings were open to the public and provided an opportunity for members of the public to speak.

SUMMARY:

Both Next and the YMCA have provided information on each of their organizations, including incorporation documents, bylaws, services provided to residents and detailed financial information on revenues, expenses and available capital to ensure transparency for the public, and to provide due diligence to the City Commission to establish their legal and financial viability as potential partners with the City. Both organizations are non-profit entities, with limited capital available. The City's Owner's Representative, City staff and the City Attorney all worked together to conduct the legal and financial due diligence on both Next and the YMCA.

The City has begun working on the creation of financial models to calculate the cost of different building sizes, building and operations cost for each potential partner and overall funding needs to demolish the existing building at 400 E. Lincoln and construct a new building. Depending on the time it takes to conduct a capital fundraising campaign, a new building could be designed to house both Next and the YMCA, and the YMCA portion could be phased to coincide with the capital fundraising schedule.

On July 29, 2024, the City Commission approved a motion to demolish the existing YMCA building and to construct a new building to house Next and the YMCA. Both Next and the YMCA require additional time to formalize agreements with the City, and to have any such agreements reviewed and approved by their respective Boards of Directors.

It is recommended that the City Commission conduct a workshop session on September 9, 2024 to narrow down the size and scope of the new senior/recreation center to be constructed, and to establish the maximum contribution of the City to fund the project. Both Next and the YMCA can also weigh in on the discussion. In addition, Dr. Embekka Roberson, Superintendent of the Birmingham Public Schools can be invited to attend the City Commission's workshop to discuss BPS's timeline for expanding youth services into Next's current space at Midvale.

ATTACHMENTS:

- Staff report from July 29, 2024 Special Meeting of the City Commission
- Legal and financial documentation from Next
- Legal and financial documentation from the YMCA

SUGGESTED COMMISSION ACTION:

To proceed with the Request for Proposal (RFP) for the final design of a 40,000 square foot building for Next senior services, phase 1, with the YMCA of Metropolitan Detroit to join as a partner and construct the YMCA space as a phase two when the YMCA has sufficient funding to cover the cost of this construction.

(Please do not write in spaces below—for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED
Michigan Department of Commerce

Date Received

JUN 22 1981

MAY 21 1981

Effective Date: July 1, 1981

Corporation Number

709-801

(SEE INSTRUCTIONS ON REVERSE SIDE)

(Non-Profit Domestic Corporations)

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I.

The name of the corporation is _____

Birmingham Area Seniors Coordinating Council (38-2280601)

ARTICLE II.

The purpose or purposes for which the corporation is organized are as follows:
(See Part I of Instructions)

The primary purpose of the Council is to coordinate the service efforts of the several agencies, organizations and groups that serve senior persons residing within the boundaries of the Birmingham School District, Birmingham, Michigan. The Council may identify needs and collect and disseminate information to its members and to the general public. The Council may provide leadership to the community in its efforts to improve the level and scope of services to senior persons.

This organization is organized and operated exclusively for purposes described in section 501(c)(3) of the Internal Revenue Code.

ARTICLE III.

Said corporation is organized upon a non-stock basis.
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is _____
of the par value of \$ _____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: _____

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

*Real Property: none

*Personal Property: office equipment - under \$500

*(Give description and value. If none, insert "none")

Said corporation is to be financed under the following general plan:

Donations from local governmental agencies, churches, service clubs,
individuals. Grants will also be requested from foundations and/or
federal and state government.

ARTICLE IV.

(1) The address of the initial registered office is (See part 2 of Instructions)

1300 Derby Road, Birmingham, Michigan 48008
(No. and Street) (Town or City) (Zip Code)

(2) The mailing address of the initial registered office is (need not be completed unless different from the above address—See part 2 of Instructions)

_____, Michigan _____
(No. and Street) (Town or City) (Zip Code)

(3) The name of the initial resident agent at the registered office is

Merritt Olsen

ARTICLE V.

The names and addresses of the incorporators are as follows:
(At least 3 incorporators are required; See Part 3 of Instructions)

Names	Residence or Business Address
Wilfred A. Hinze	93 Belhaven Troy, MI 48098
Robert A. Massey	975 Mohegan Birmingham, MI 48008
Nancy P. Johnson	1732 Norfolk Birmingham, MI 48009
Ross A. Wagner	2807 Dorchester Birmingham, MI 48008
Merle F. Pratt	4852 Walnut Lake Rd., Birmingham, MI 48010
Sr. Lois Jackson	645 Woodland Birmingham, MI 48009

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:
(At least 3 directors or trustees are required; See Part 3 of Instructions)

Names	Residence or Business Address
Nancy P. Johnson	1732 Norfolk Birmingham, MI 48009
Ross A. Wagner	2807 Dorchester Birmingham, MI 48008
Merle F. Pratt	4852 Walnut Lake Rd., Birmingham, MI 48010
Lois Jackson	645 Woodland Birmingham, MI 48009
Merritt Olsen	560 Townsend Birmingham, MI 48009
Louise Lemle	928 N. Adams Birmingham, MI 48008
Robert A. Massey	975 Mohegan Birmingham, MI 48008
Wilfred A. Hinze	98 Belhaven Troy, MI 48098

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Acts)

Birmingham Area Seniors Coordinating Council has been certified as a 501(c)(3) organization by the Internal Revenue Service.

Effective date of incorporation: July 1, 1981.

We, the Incorporators of the above named corporation, hereby sign these Articles of Incorporation on this 19 day of

May, 1981

W. H. Hinz

Louis E. Jackson

John A. Dimes

Nancy P. Johnson

Ross A. Wagner

Merk J. Platt

INFORMATION AND INSTRUCTIONS

**Articles of Incorporation—Non-Profit Corporations
(Excluding Ecclesiastical Corporations)**

1. Article II should state, in general terms, the specific purpose or object for which the corporation is organized.
2. Article IV—A post office box is not permitted to be designated as the address of the registered office in part 1 of Article IV. The mailing address in part 2 of Article IV may differ from the address of the registered office **only** if a post office box address in the same city as the registered office is designated as the mailing address.
3. Article V—At least three incorporators are required. Article VI—At least three directors (or trustees) are required. The addresses should include a street number and name (or other designation), in addition to the name of the city and state.
4. The duration of the corporation should be stated in the Articles **only if the duration is not perpetual**.
5. The Articles must be signed in ink by each incorporator. The names of the incorporators as set out in Article V should correspond with the signatures.
6. An effective date, not later than 90 days subsequent to the date of filing, may be stated in the Articles of Incorporation.
7. One original copy of the Articles is required. A true copy will be returned by the Corporation and Securities Bureau to the person submitting the Articles for filing.
8. FEES: \$10.00 filing plus \$10.00 franchise; total \$20.00. Checks or money orders should be made payable to the State of Michigan.
9. Mail Articles of Incorporation and fees to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P. O. Box 30054
Lansing, Michigan 48206

BANK USE

Office No.

Replacement ☐New ☐

Date Received

Approved

CERTIFIED COPY
RESOLUTIONS OF UNINCORPORATED ASSOCIATION
OPENING AND MAINTAINING A DEPOSIT ACCOUNT

Birmingham Area Seniors Coordinating Council

Name of Association

Account Number

I, the undersigned, hereby certify to The Detroit Bank & Trust Company that I am the Secretary (Assistant Secretary) of Birmingham Area Seniors Coordinating Council, an association duly organized and existing under the laws of the state of Michigan; that the resolutions printed on the reverse side hereof are a true copy of resolutions duly adopted by the

Executive Board - B.A.S.C.C.

(Members—Executive Committee—Board of Directors)

of said Association at a meeting duly held on the 11th day of November, 1980, at which a quorum was present and voted; and that such resolutions have not been rescinded or modified and are now in full force and effect; and do not contravene any provisions of the constitution or by-laws of said Association.

Number of Signatures required 1 to sign on behalf of the Association as indicated in Section 2 on the reverse side hereof.

Authorized signers: (check those authorized and/or write names of additional signers on blank lines)

President ☒

Secretary ☐

Vice President ☐

Assistant Secretary ☐

Assistant Vice President ☐

FORMER PRESIDENT

Treasurer ☒

Assistant Treasurer ☒

In Witness Whereof, I have hereunto subscribed my name this 11th day of November, 1980.

THE FOREGOING STATEMENTS ARE CORRECT.

(Signature of officer or director other than secretary when secretary is authorized to sign alone.)

(Signature of former secretary where there has been a complete change of signers on the account.)

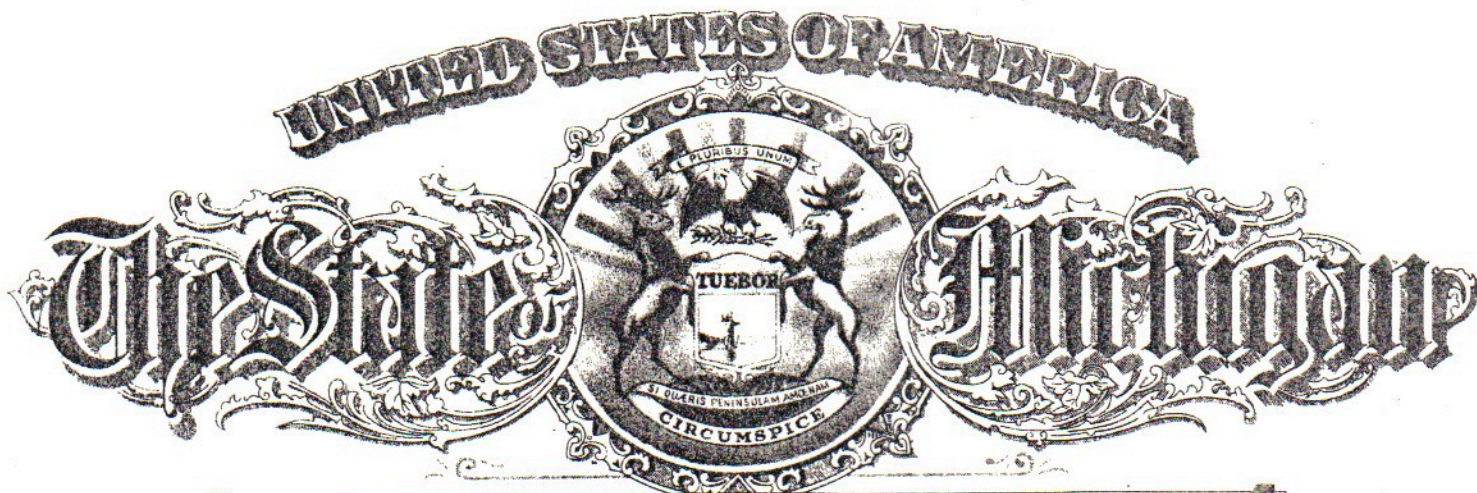
Judith R. Miller

Secretary (Assistant Secretary)

RESOLUTIONS

RESOLVED:

1. That THE DETROIT BANK & TRUST COMPANY, Detroit, Michigan, (hereinafter referred to as the Bank), be and it hereby is designated as a depository of this Association, and that the Bank be and it hereby is authorized to accept for credit to the account of this Association and/or for collection, any and all checks, drafts, notes and other instruments for the payment of money when endorsed in the name of this Association, in writing, by rubber stamp, or otherwise, with or without a title designation of the party making such endorsement;
2. That any and all funds standing to the credit of this Association with the Bank in any account (except an account specifically covered by another resolution) may be paid out or withdrawn by checks, drafts, notes, receipts, orders or other instruments for the payment of money, when signed in the name of this Association as indicated on the opposite side hereof, and the Bank hereby is authorized to honor, certify, or pay any and all checks, drafts, notes, receipts, orders or other instruments for the payment of money so signed with or without title designation, whether creating an overdraft or not, without inquiry as to the circumstances of issue or the disposition of the proceeds thereof, whether drawn to the individual order, or tendered in payment of individual obligations, or for deposit to the individual accounts of the persons signing or other officers of this Association, or otherwise;
3. That the Bank recognize said signatures for the transaction of any and all business of this Association;
4. That this Association does expressly consent to and agrees to be bound by all of the by-laws, rules, regulations, terms and conditions of the Bank pertaining to deposit accounts, rules and regulations of the Federal Reserve System and the laws of the State of Michigan;
5. That the Secretary or Assistant Secretary shall certify to said Bank the names, official signatures and titles, if any, of the persons authorized to sign for this Association, and shall from time to time hereafter as changes (including additions and deletions) in the persons authorized to sign are made, immediately certify such changes to the Bank; and said Bank shall be fully protected in relying on such certifications of the Secretary or Assistant Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the signatures of any officer or person so certified, or refusing to honor any signature not so certified;
6. That the Bank shall have a security interest in all moneys and other credits at anytime on deposit in this account for payment of all other indebtedness of this Association to the Bank;
7. That a reasonable time for processing a stop-payment order is one full banking day;
8. That the amounts for which receipt is acknowledged by the Bank are taken from the Association's deposit ticket without verification. The Bank reserves the right, after examination, to correct any mistakes and change any entries which are in error;
9. That the Association agrees that this account shall be charged for activity costs and fees in accordance with the rate schedules from time to time adopted by the Bank;
10. That, where applicable, canceled vouchers and/or statement of account will be mailed at the Association's risk by the Bank to the Association's last address or record on such dates as the Bank may select, and the Association shall promptly make examination of the same, and all objections to any item thereof, for any cause whatsoever, not made to the Bank on or before the fifteenth day following the mailing thereof shall be absolutely barred and waived. Statements will not be mailed after an account has been inactive for six consecutive months;
11. That the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by said Bank, and that receipt of such notice shall not affect any action taken by the Bank prior thereto, and that the Secretary, or Assistant Secretary, of this Association is hereby directed and authorized to certify these resolutions to the Bank;
12. Bank reserves the right to refuse to accept any item for deposit which may not be reproduced on microfilm;
13. Customer agrees that any check, drafts or other orders for the payment of money used to draw against this account will be capable of being reproduced on microfilm.



Michigan Department of Commerce

Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Norton L. Berman, Director, Michigan Department of Commerce,
Do Hereby Certify That Articles of Incorporation of _____

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

were duly filed in this office on the 22nd day of June, 19 81,
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public
Acts of 1931, as amended. The effective date of the Articles of Incorporation is
July 1, 1981.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 22nd day
of June, 19 81.*

Norton L. Berman
Director

NOTICE OF FILING OF CORPORATE DOCUMENT

The enclosed corporate document has been duly filed in the offices of the Corporation and Securities Bureau. A microfilm copy of the corporate document has been prepared for the Bureau's files. The original document is herewith returned. Please retain this copy for the corporation's records as proof of filing.

The corporation has been assigned a number as indicated on the document. Please make reference to this number in any future correspondence or filings with this office.

Michigan Department of Commerce
Corporation and Securities Bureau
Mrs. Pauline Guy
Director, Corporation Division
P.O. Box 30054
Lansing, Michigan 48909

C&S-212 (Rev. 6-79)

Telephone: (517) 373-0493

Next, Your Place to Stay Active & Connected
By-Laws
July 2024

ARTICLE I
NAME / PURPOSE

Section 1. Name - The name of this Organization is Birmingham Area Senior Coordinating Council, d/b/a as **Next, Your Place to Stay Active and Connected**.

Section 2. Offices - The principal office of the Corporation shall be in the City of Birmingham, Michigan. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the purposes of the Corporation may require.

Section 3. Purpose -

(a) **Next** shall strive to identify and meet the needs of older adults by soliciting and coordinating community resources to provide educational, recreational and social programs; supportive outreach services; and volunteer opportunities.

(b) **Next** shall be a voluntary association of persons, primarily residents in-The City of Birmingham, and the Villages of Beverly Hills, Bingham Farms and Franklin supported by agencies, churches, groups, organizations, municipalities and individuals to enhance the well-being and interests of older adults.

(c) The Corporation is organized exclusively for the purpose of receiving and administering funds for the purposes set forth in Sections 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law (“Code”).

ARTICLE II
MEMBERSHIP

Section 1. Membership

(a) Membership in **Next** shall be open to individuals that seek to enhance the well-being and interests of older adults.

(b) Voting membership in **Next** shall consist of:

(1) Resident and non-resident individuals whose dues, as established by the Board of Directors; are currently paid.

(c) **Next** is an equal opportunity organization and does not discriminate against members or employees on the basis of age, sexual orientation, color, creed, race, religion or national origin

(d) Preference for participation in **Next** programs may be given to members of **Next**.

ARTICLE III **MEMBERSHIP MEETINGS**

Section 1. The fiscal year for **Next** shall be July 1 through June 30.

Section 2. The annual meeting of the **Next** membership shall be held on a date to be fixed by the Board of Directors. The date of the annual meeting shall be after June 30 and before October 1 with the date being determined by the Board of Directors. It shall be used to report to members on the state of the organization including key operational and financial aspects. It will further provide reports from the officers and committees as appropriate. The members may elect Directors at the annual meeting in the manner provided in Section 1 (b) of Article IV of the Bylaws.

Section 3. The President may call special meetings of the **Next** general membership if recommended by the Board of Directors, or by written request of at least ten (10) members. Notice of special meetings shall be sent electronically to the membership and posted on the **Next** Bulletin Board at least five business days prior to the meeting.

Section 4. At the fall membership meeting of the Board of Directors the Annual Report of the financial condition of the Corporation indicating all receipts and disbursements made by the Corporation during the preceding fiscal year shall be presented. Such report may be made orally or in writing. In lieu of such report, copies of any financial statements and/or tax returns prepared by the auditors of the Corporation may be submitted.

7

ARTICLE IV **BOARD OF DIRECTORS**

Section 1. Board of Directors

- (a) The governing body of **Next** shall be a Board of Directors, responsible for policy-making, financial planning and development, marketing and public relations and the overall operation of the organization.
- (b) Directors shall be elected to serve a two-year term. No director shall be eligible to serve more than three consecutive terms as a member of the Board of Directors. The Board reserves the right to extend terms when appropriate.
- (c) The Governance/Resource Committee shall present nominations to the Board for positions on the Board of Directors prior to presenting the candidates for approval at a subsequent Board meeting.
- (d). Directors shall be members of Next.

Section 2. Number of Directors

- (a) The Board of Directors shall consist of no more than twenty-five (25) directors. Included among the members of Board will be the following officers: President, Vice-President, Secretary, Treasurer, and immediate Past President. These officers also comprise the Executive Committee of the Board, which may be convened from time to time to act on behalf of the Board

Section 3. Termination of Directors - A Board member of this Corporation shall no longer be a director upon the happening of any of the following events:

- (a) Death of a Director.
- (b) Resignation of a Director (which may be effectuated by delivering a written resignation to the President or Secretary of the Corporation).
- (c) Removal of a Director pursuant to the provisions of Article IV, Section 6, of these Bylaws

Section 4. Chair - At all meetings of the Board of Directors, the President or a Vice President, or in their absence a chair chosen by the Directors present, shall preside.

Section 5. Powers as to Other Documents - The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any conveyance or other instrument in the name of the Corporation and such authority may be general or confined to specific instances. When the execution of any contract, conveyance, or other instrument has been authorized without specification of the officers authorized to execute, the same may be executed on behalf of the Corporation by the President or Vice President and by the Secretary or the Treasurer.

Section 6. Removal of Directors - Any Director may be removed from office by the affirmative vote of three-quarters of the full Board of Directors voting at any regular or special meeting called for that purpose, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objectives, or for refusal to render reasonable assistance in carrying out its purposes. Any such officer or Director proposed to be removed shall be entitled to at least five (5) days' notice in writing by mail of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting.

Section 7. Restricted Actions - No contract, transaction or act shall be taken on behalf of the Corporation if such contract, transaction or act is a prohibited transaction, or would result in the loss of the tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986 and its Regulations as they now exist or as they may hereafter be amended. No person or other entity dealing with the Directors or officers shall be obligated to inquire into the authority of the Directors and officers to enter into and consummate any contract, transaction, or take any other action.

Section 8. Powers - All the corporate powers, except such as are otherwise provided for in these Bylaws and in the laws of the State of Michigan, shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may, by resolution, delegate to any officer, or officers, of this Corporation such powers as they may see fit.

ARTICLE V

BOARD OF DIRECTORS MEETINGS

Section 1. Annual Meetings - The annual meeting of the Directors of the Corporation shall be held prior to the close of the fiscal year at the principal office of the Corporation. At such annual meetings, the Directors may elect officers in the manner provided in Section 2 of Article VI of these Bylaws, and any other business which may properly come before such meetings shall also be transacted.

Section 2. Regular Meetings - Regular meetings of the Board of Directors shall be held on a schedule adopted by the Board of Directors at the beginning of the fiscal year.

Section 3. Special Meeting of Directors - A special meeting of the Directors may be called at any time by the President, or by a majority of the Board of Directors.

Section 4. Notice of Special Meeting of Directors - At least three days prior to the date fixed for the holding of any special meeting of Directors, written notice of the time, place and purpose of such meeting shall be served, either personally, by e-mail or by mail.

Section 5. Quorum - At any meeting of Directors of the Corporation, the presence of a majority of the Directors then in office shall be necessary to constitute a quorum. A member of the Board of Directors may participate in a meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another.

Section 6. Voting - Each Director of the Corporation shall be entitled to one vote. the vote upon any question before the meeting shall, upon the demand of any Director, be by ballot. All elections and all questions and matters shall be decided by a majority vote of the persons present and voting at such meeting.

Section 7. Voting Between Meetings - Any action required by law to be taken at a meeting of the Directors of this Corporation or any action which may be taken at a meeting of the Directors, may be taken without a meeting by any electronic means, providing a majority of the Board members cast votes.

Section 8 Liaisons Members – The municipalities of Beverly Hills, Bingham Farms, Birmingham & Franklin shall appoint one non-voting Liaison to attend the Next Board of Director Meetings.

ARTICLE VI **OFFICERS**

Section 1. Number - The officers of the Corporation shall be the President, Vice President, Secretary, Treasurer, and immediate Past President.

Section 2. Term of Office - Officers shall be elected to serve a two-year term and their term of office shall begin the first month their appointment is approved. No officer shall be eligible to serve more than three consecutive terms as a member of the Board of Directors.

Section 3. Vacancies - In case any office of the Corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the Directors then in office may elect an officer to fill such vacancy, such officer having been nominated by The Governance/Resource Committee and the officer so elected shall hold office and serve until the election and qualification of his successor. In the event of a vacancy in the office of President, the Vice President shall serve as President until such time as the Nominating Committee shall nominate a successor and the **Next** Board shall elect a successor.

Section 4. President - The President shall serve as Chief Executive Officer and Chair of the Board of Directors. The President shall preside at all duly convened meetings of the **Next** membership and Board of Directors. The President shall with the approval of Board of Directors, nominate Chairs of all Standing Committees. In the absence of the Executive Director, the President may act on behalf of the Executive Director.

Section 5. Vice President - The Vice President shall act for the President in his/her absence and shall perform other executive duties as required.

Section 6. Secretary - The Secretary may sign, with the President or a Vice President, in the name and on behalf of the Corporation, any contracts or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors, he/she may affix the seal, if any, of the Corporation. He/she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him/her by the Board of Directors.

Section 7. Treasurer - The Treasurer shall oversee the custody of all funds, property and securities of the Corporation, subject to such Regulations as may be imposed by the Board of Directors. When necessary or proper he/she may endorse on behalf of the Corporation for collection checks, notes and other negotiable paper or other instruments for the payment of money at such bank or banks or depository as the Board of Directors may designate. The Treasurer shall oversee the receipt and deposit of monies in depositories approved by the Board of Directors. The Treasurer shall oversee disbursements as provided in the budget, in grants or as directed by the Board of Directors. Unbudgeted expenditures of \$500.00 or less may be made with the approval of the Executive Director. The Treasurer shall, in general, perform all the duties incident to the office of Treasurer, subject to the control of the Board of Directors.

Section 8. Removal - Any officer may be removed from office by the affirmative vote of three-quarters of all the Directors at any regular or special meeting called for that purpose. Any officer proposed to be removed shall be entitled to at least five (5) days' notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VII

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of the Corporation with such powers and to perform such acts or duties on behalf of the Corporation as the Board of Directors may see fit, so far as may be consistent with these Bylaws, to the extent authorized or permitted by law.

ARTICLE VIII

CONTRACTS

The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance.

ARTICLE IX

STANDING, ADVISORY AND OTHER COMMITTEES

Section 1. Standing Committees - Standing Committees shall include the following: Executive Committee, Finance/Budget, and Governance/Resource. The President, with the approval of the Board shall nominate chairs of all Committees.

Section 2. Special Committees - The Board of Directors may appoint from its number, or from among such persons as the Board may see fit, special committees. Such committees shall advise and aid the officers of the Corporation in all matters designated by the Board of Directors. Each such committee may, subject to the approval of the Board of Directors.

Section 3. Ex-officio Members - The President and Executive Director shall be ex-officio members of all committees. The Executive Director serves only in an advisory capacity without a vote.

Section 4. Job Descriptions - Detailed job descriptions for all officers and all committees' responsibilities shall be developed and shall be approved by the Board of Directors. The job description of the Executive Director shall be on file in the **Next** office.

Section 5. General Committee Responsibilities

Executive Committee - The Executive Committee shall consist of all of the current officers of **Next** and the Executive Director of **Next**. This committee shall have all of the powers of the Board of Directors except the power to change policy established by the Board, to act between meetings of the Board of Directors by any electronic means, or to consider such matters as directed by the Board of Directors, and may act by any electronic means. Any actions taken by the Executive Committee shall be reported at the next regularly scheduled meeting of the Board of Directors.

Finance/Budget Committee - The Finance/Budget Committee shall be responsible for preparing an annual budget for approval by the Board of Directors. In addition, it shall monitor the financial affairs of **Next** and perform its duties as specified in Article XIII.

- (a) The Finance Committee ("Committee") shall be responsible for the administration of the Endowment Fund, and shall be governed by the Investment Policy guidelines set forth by the **Next** Board of Directors ("Board").
- (b) The primary role of the Committee shall be to seek the preservation and growth of the assets in the Fund. The assets of the Fund may be invested in different investment accounts in order to accommodate differing investment objectives for the various accounts in the Fund. Reports by the Committee covering the performance of the Fund shall be provided to the Board at least quarterly.

Governance/Resource Committee - The Governance Committee is responsible for bi-annual review of the bylaws and submits recommendations for amendment to the board of directors as deemed necessary. The committee shall evaluate and suggest improvements for the Board's capacity and effectiveness to ensure effective board processes, structures and roles, including review, recommendation and orientation of new trustees. This committee will also facilitate leadership development.

- (a) The Governance/Resource Committee will present any potential candidate for consideration for the Board of Directors, one month prior to their appointment being voted upon. The nomination will sit for 14 days to allow Board members ample time to ask questions or voice concerns.
- (b) All officer nominees shall have been active members of the Board of Directors for at least one year and in good standing prior to their nomination and election. The President shall have served on the board for at least two years prior to taking office.

ARTICLE X

VOTING UPON SHARES OF OTHER CORPORATIONS

Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to vote either in person or by proxy at any meeting of shareholders of any corporation in which this Corporation may hold shares, and at any such meeting may possess and exercise all of the rights and powers incident to the ownership of such shares which, as the owner thereof, this Corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

ARTICLE XI **EXECUTIVE DIRECTOR**

Administrative powers, duties and functions shall be vested in the Executive Director. The Executive Director shall be responsible for the development, planning, and daily operations of the organization. The Executive Director shall maintain a file which shall contain all of the organizational documents required to be filed with either the federal government and/or the State of Michigan. The Executive Director is accountable to the Birmingham Public Schools' Community Relations Director and the Next Executive Committee. The Executive Director will serve on the Executive Committee in an advisory capacity without a vote.

ARTICLE XII **PROHIBITION AGAINST SHARING IN CORPORATION EARNINGS**

No Director, officer, or employee of, or member of a committee, or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit derived from the operations of the Corporation, or any other assets or property of the Corporation, provided that this shall not prevent the payment of reasonable compensation to any person for services rendered to or for the Corporation affecting one or more of its purposes, and no such person or persons shall have any right, title or interest in any of the Corporation's assets or property or be entitled to share in the distribution of any of the Corporation's assets on the dissolution of the Corporation.

ARTICLE XIII **ENDOWMENT FUND**

Section 1. Purpose - The purpose of the Endowment Fund ("Fund") of **Next** is to (a) enhance the mission and programs of NEXT; (b) provide supplemental funds for the operation of the Senior Center; and (c) ensure the long-term financial stability of **Next**.

Section 2. Sources of Funds - Sources of assets contained in the Endowment Fund may include contributions from members and friends, bequests, memorials, and similar sources, as well as surpluses from operating accounts. Such contributions may include lifetime gifts and transfers of property such as cash, stocks, bonds, mutual funds, pooled income funds, tangible personal property or real property bequests in wills, transfers in charitable remainder or other trusts, charitable gift annuities, and assignment of life insurance. Acceptance of such gifts shall be governed by the **Next** Gift Policy.

ARTICLE XIV

INVESTMENT

Section 1. The Corporation shall have the right to retain all or any part of any securities or property received by it by gift, bequest or devise, or acquired by it in whatever manner, and to invest and reinvest any funds held by it, being restricted to the class of investments which a Director is or may hereafter be permitted by law to make, or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the loss of the tax exemption under Sections 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended (or under any similar or corresponding provisions of any future United States Internal Revenue Law).

Section 2. Except as may be otherwise provided by resolution of the Board of Directors, the Finance Committee, by majority vote at a duly called meeting where a quorum is present, shall have the power, in the exercise of its judgment, to invest and reinvest any funds of or other assets owned by the Corporation, including the power to buy and sell securities and other property.

ARTICLE XV

AMENDMENT

The Board of Directors shall have the power to make, alter, amend and repeal the Bylaws of the Corporation by affirmative vote of a majority of the Board, present and voting, subject to compliance with requirements under Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended. Notice of Bylaw amendment shall be given at the meeting prior to the vote.

ARTICLE XVI

PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern **Next** in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order that NEXT may adopt.

ARTICLE XVII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each person who is or was a Director or officer of the Corporation, each person who is or was a member of any committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, trustee, officer, employee or agent of any other Corporation, partnership joint venture, trust or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Corporation laws of the State of Michigan as they may be in effect from time to time; provided, however, that the preceding shall not require the Corporation to indemnify any person for any liability, tax or expense to the extent such indemnification results in the imposition of tax under Section 4958 of the Code. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification to employees or agents of the Corporation and others to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE XVIII **DISSOLUTION**

In the event of its dissolution, all remaining assets of **Next** after honoring accepted restrictions on the gifts of the Endowment Fund, and after payment of the obligations of the organization, shall be transferred to such organization or organizations which are designated by the Board of Directors at the time of directing the dissolution and which are qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code or the corresponding provisions of a future United States Internal Revenue Law and which will use the funds in the interest of older adults.

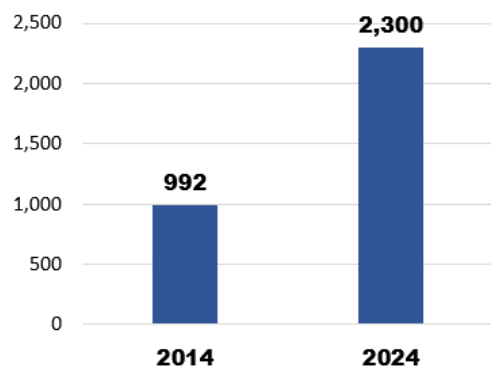
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Next Impact Report 2023-2024

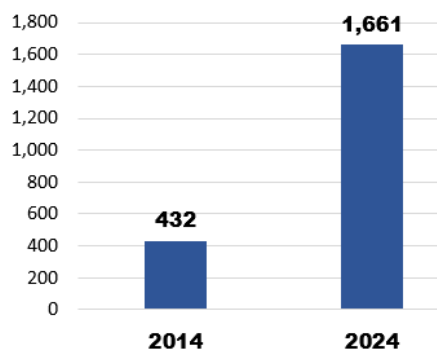
2121 Midvale | Birmingham, MI 48009 | www.Birminghamnext.org

A nonprofit organization enriching the lives of the 50+ population in Birmingham, Beverly Hills, Franklin, Bingham Farms and the surrounding communities since 1978.

Next Membership



Next Weekly Attendance



Next Support Services

These services, among many others Next offers, allow seniors to age in place safely and independently.

 **13,457** times senior clients & their families were assisted.

 **7,216** meals delivered directly to resident's homes.

 **2,617** van rides provided to important appointments.

 **817** pieces of medical equipment loaned.

Audience Demographics

Age 50 +



40% of our population are 50 plus; 8,400 residents in Birmingham and 4,650 in Beverly alone! We are excited at the growth potential a new facility offers.

Membership:

2,300 members + 7,230 Support Service Clients

With our innovative programs, featuring more than 230 events each month, we attract members representing 54 communities, most notably Bloomfield Township, 209 members & Bloomfield Hills with 122 members.

Birmingham: 882

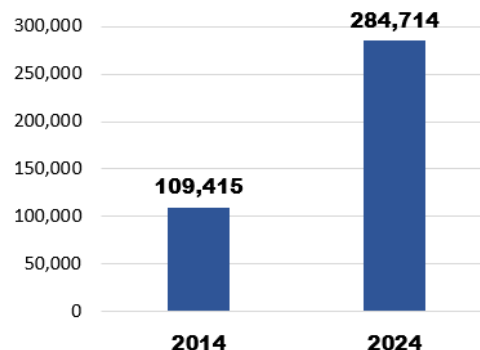
Bingham Farms: 84

Beverly Hills: 545

Franklin: 62

Fund Development

Next relies on a diverse revenue stream to support its day to day operations - Philanthropy is key to keeping our programs and services growing and thriving while ensuring accessibility to all who want to participate.



Next Community Partners

Thank you, we couldn't do it without you!

The City Of Birmingham
The Village of Beverly Hills
The Village of Franklin
The Village of Bingham Farms
The Birmingham Public Schools
The Baldwin Public Library

Henry Ford Health
SMART Transportation
Thornton & Grooms
Bank of Ann Arbor
Stuart Jeffares/Max Broock Realtors
Cedarbrook Senior Living
American House Stone

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

(A Michigan Non-Profit Corporation)

**Financial Report
For The Year Ended
June 30, 2023**



GORDON
Advisors, P.C.

certified public accountants

1301 WEST LONG LAKE ROAD, SUITE 200, TROY MI 48098

PH: 248-952-0200 • FAX: 248-952-0290

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Birmingham, Michigan

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1301 W. Long Lake Rd., Ste. 200
Troy, MI 48098-6319
t 248.952.0200 f 248.952.0290

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Birmingham Area Seniors Coordinating Council
Birmingham, Michigan

We have reviewed the accompanying financial statements of Birmingham Area Seniors Coordinating Council (a Michigan non-profit corporation), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Birmingham Area Seniors Coordinating Council and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Gordon Advisors, P.C.

May 8, 2024

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Financial Position
June 30, 2023

ASSETS

Current Assets

Cash and equivalents	\$ 276,031
Contributions receivable	7,289
Prepaid expenses	5,539
Notes receivable	<u>59,746</u>

Total Current Assets 348,605

Fixed Assets, Net 23,415

Other Asset

Investments - Quasi-Endowment fund	<u>2,807,170</u>
------------------------------------	------------------

Total Assets \$ 3,179,190

LIABILITIES AND NET ASSETS

Current Liabilities

Accounts payable and other accrued expenses	\$ 27,042
Deferred program fees	<u>35,016</u>

Total Current Liabilities 62,058

Net Assets

Without donor restrictions	284,354
Without donor restrictions - Board designated quasi-endowment	<u>2,807,170</u>

Total net assets without donor restrictions 3,091,524

With donor restrictions 25,608

Total Net Assets 3,117,132

Total Liabilities and Net Assets \$ 3,179,190

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Activities and Changes in Net Assets
Year Ended June 30, 2023

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Support and Revenue			
Contributions	\$ 178,412	\$ 5,000	\$ 183,412
Donated services and facilities	296,697	0	296,697
Program service fees	396,002	0	396,002
Memberships	69,558	0	69,558
Special events - net of direct expenses of \$34,427	39,444	0	39,444
Net investment return - net of investment fees of \$18,734	231,690	0	231,690
Interest income	4,113	0	4,113
Net assets released from restrictions	4,461	(4,461)	0
Total Support and Revenue	<u>1,220,377</u>	<u>539</u>	<u>1,220,916</u>
Expenses			
Program services	637,475	0	637,475
Administrative	162,052	0	162,052
Fundraising	73,188	0	73,188
Total Functional Expenses	<u>872,715</u>	<u>0</u>	<u>872,715</u>
Increase in Net Assets	347,662	539	348,201
Net Assets - Beginning of Year	<u>2,743,862</u>	<u>25,069</u>	<u>2,768,931</u>
Net Assets - End of Year	<u><u>\$ 3,091,524</u></u>	<u><u>\$ 25,608</u></u>	<u><u>\$ 3,117,132</u></u>

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Functional Expenses
Year Ended June 30, 2023

	<u>Program</u>	<u>Administrative</u>	<u>Fundraising</u>	<u>Total</u>
Salaries	\$ 231,173	\$ 72,165	\$ 55,175	\$ 358,513
Payroll tax expense	16,361	5,107	3,905	25,373
Class expense	92,030	0	0	92,030
Vehicle expense	23,659	0	0	23,659
Conferences/staff training	1,701	1,701	0	3,402
Facility expense and maintenance	938	470	156	1,564
Donated facility and maintenance	214,048	61,156	2,780	277,984
Donated transportation	18,713	0	0	18,713
Insurance	1,847	6,463	924	9,234
Office expense	18,028	2,576	5,151	25,755
Special events	0	0	34,427	34,427
Printing and postage	12,757	4,251	4,252	21,260
Professional fees	0	6,843	0	6,843
	<u>631,255</u>	<u>160,732</u>	<u>106,770</u>	<u>898,757</u>
Depreciation	<u>6,220</u>	<u>1,320</u>	<u>845</u>	<u>8,385</u>
Total expenses by function	637,475	162,052	107,615	907,142
Less expenses included in revenues on the statement of activities:				
Special events costs	<u>0</u>	<u>0</u>	<u>(34,427)</u>	<u>(34,427)</u>
Total expenses included in the expense section on the statement of activities	<u><u>\$ 637,475</u></u>	<u><u>\$ 162,052</u></u>	<u><u>\$ 73,188</u></u>	<u><u>\$ 872,715</u></u>

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Statement of Cash Flows
Year Ended June 30, 2023

Operating Activities

Increase in net assets	\$ 348,201
Add items not requiring cash:	
Depreciation	8,385
Net investment return	(231,690)
Donated investments	(2,578)
(Increase) decrease in operating assets:	
Contributions and accounts receivable	2,886
Prepaid expenses	(5,539)
Increase (decrease) in operating liabilities:	
Accounts payable and accrued liabilities	21,607
Deferred programs	5,361
Net Cash Provided By Operating Activities	<u>146,633</u>

Investing Activities

Purchase of investments	(300,000)
Sale of investments	15,000
Net Cash Used In Investing Activities	<u>(285,000)</u>

Financing Activities

Proceeds from Paycheck Protection Program loan	0
Net Cash Provided By Financing Activities	<u>0</u>

Net Increase (Decrease) In Cash and Cash Equivalents (138,367)

Cash and Cash Equivalents - Beginning of Year 414,398

Cash and Cash Equivalents - End of Year \$ 276,031

Supplemental Disclosure of Cash Flow Information

Cash paid for interest	<u>\$ 0</u>
Cash paid for income taxes	<u>\$ 0</u>

See Independent Accountant's Review Report and Accompanying Footnotes.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL

Notes to the Financial Statements

June 30, 2023

NOTE:

1. Summary of Significant Accounting Policies

The following are accounting principles and policies followed by the Organization:

Nature of Operations – Birmingham Area Seniors Coordinating Council D/B/A Next – Your Place to Stay Active & Connected (the Organization) is a non-profit, corporation organized to promote lifelong learning, independence and participation in the community for older adults. The Organization was incorporated under the laws of the state of Michigan on July 1, 1981. Birmingham Area Seniors Coordinating Council provides seniors with various outreach and recreation programs such as support groups, transportation, counseling, health information, home maintenance, education and athletic programs. The Organization serves as administrator for a home chore program which is funded by Oakland County. It identifies qualified seniors who need home repair or maintenance and hires contractors to perform services and is reimbursed for the expense of the contractors and related administrative costs.

Basis of Accounting – The financial statements are prepared based on the accrual basis of accounting, in accordance with generally accepted accounting principles.

Financial Statement Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets: without donor restrictions and with donor restrictions.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents – The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Concentrations – Financial instruments which potentially subject the Organization to concentrations of credit risk consist principally of cash. The Federal Deposit Insurance Corporation (FDIC) insures balances up to \$250,000. At times, the Organization may have amounts on deposit in excess of the insured amounts.

Contributions Receivable – Contributions receivable consist of unconditional promises to give, which are recognized as revenue in the period the promise is received.

Fixed Assets – Fixed assets are stated at cost if purchased or fair value at date of donation and depreciated over their estimated useful lives using the straight-line method. Upon sale or retirement, the cost and accumulated depreciation is eliminated from the respective accounts and a gain or loss is recorded in operations. Expenditures for maintenance and repairs are charged to operations as incurred, while major purchases are capitalized. Assets costing over \$500 with a useful life over one year are capitalized.

Contributions Without Conditions – Gifts received by Birmingham Area Seniors Coordinating Council that do not include conditions are recorded as either increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization did not receive any contributions from donors that included conditions that precluded immediate recognition.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2023

NOTE:**1. Summary of Significant Accounting Policies (Continued)**

Exchange Transaction Revenue Recognition – The statement of activities presents revenues as exchange transactions when the resource provider receives the direct commensurate benefit of the services the Organization provides. Revenue is recognized on a daily basis for program activities. Other exchange transaction revenues such as membership fees are earned at the point in time that the Organization provides service or transfers ownership of property.

Tax-Exempt Status – The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation by the Internal Revenue Service.

Donated Services and Facilities – Many individuals volunteer their time and perform a variety of tasks to assist the Organization that do not meet the criteria for recognition as contributed services. No amounts have been reflected in the statements for volunteer services since these services are not recordable under accounting principles generally accepted in the United States of America; however, volunteers have donated countless hours to the Organization.

These services and facilities are recorded as contributions and expenses in the statement of activities:

Birmingham School District provides its facilities	\$ 277,984
SMART provides van for transportation program	<u>18,713</u>
Total donated services and facilities revenue and expense	<u>\$ 296,697</u>

Advertising – Advertising costs are charged to operations when incurred.

Income Tax Uncertainties – Accounting principles generally accepted in the United States of America require the Organization to evaluate tax positions taken by the Organization and recognize a tax liability if the Organization has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS or other applicable taxing authorities. Management has analyzed the tax positions taken by the Organization and has concluded that as of June 30, 2023, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements.

Subsequent Events – The Organization has evaluated events and transactions that occurred through May 8, 2024, which is the date the financial statements were available for issue.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2023

NOTE:**2. Fixed Assets**

Fixed assets consist of the following:

Furniture and fixtures	\$ 226,858
Office equipment and computers	<u>77,567</u>
Total	304,425
Less: accumulated depreciation	<u>(281,010)</u>
Net	<u>\$ 23,415</u>

3. Notes Receivable

The Organization was assigned certain mortgage notes in 2021 from The Foundation For Birmingham Senior Residents, who mission was merged into the Organization. Investment funds were provided as mortgage notes to City of Birmingham residents who are senior citizens and who demonstrate the need for assistance with housing, including upkeep, maintenance, and repairs. At June 30, 2023, five mortgage notes receivable amounting to \$59,746 are outstanding to residents each bearing 0% interest.

4. Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and payroll taxes, which are allocated on the basis of estimates of time and effort, and other indirect costs which are based on estimates provided by management.

5. Net Assets With Donor Restrictions

Net assets with donor restrictions are available as of June 30, 2023 for the following purposes:

Restricted for program activities:

Client Assistance	<u>\$ 25,608</u>
-------------------	------------------

6. Unconditional Promises to Give

Unconditional promises to give are due in less than one year and are as follows:

Receivable	\$ 7,289
Less: allowance for uncollectible promises	<u>0</u>
Net receivable	<u>\$ 7,289</u>

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2023

NOTE:**7. Fair Value Measurements**

The Organization uses fair value measurements in the preparation of its financial statements, which utilize various inputs, including those that can be readily observable, corroborated, or are generally unobservable. The Organization utilizes market-based data and valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Additionally, the Organization applies assumptions that market participants would use in pricing an asset or liability, including assumptions about risk.

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable input (Level 3 measurement). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.
- Level 2 Inputs to the valuation methodology include: 1) quoted prices for similar assets or liabilities in active markets, 2) quoted prices for identical or similar assets or liabilities in inactive markets, 3) inputs other than quoted prices that are observable for the asset or liability, 4) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2023.

Investment Valuation and Income Recognition: The Organization's investments are stated at fair value. Shares of exchange traded funds, closed end funds and mutual funds are valued at quoted market prices that represent the net asset value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net investment earnings include unrealized appreciation and depreciation, realized gains and losses, and dividends and interest income.

The preceding method described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2023

NOTE:**7. Fair Value Measurements (Continued)**

Assets and liabilities are recorded at fair value on a recurring basis. The following table presents the balances of the assets and liabilities measured at fair value on a recurring basis as of June 30, 2023:

Fair Value Measurements at Reporting Date Using

		Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	<u>06/30/23</u>			
Assets:				
Cash & money market	\$ 345,393	\$ 345,393	\$ 0	\$ 0
Equities	1,437,883	1,437,883	0	0
Fixed Income and preferred	552,618	552,618	0	0
Alternatives	<u>471,276</u>	<u>471,276</u>	<u>0</u>	<u>0</u>
Total investments at fair value	<u>\$ 2,807,170</u>	<u>\$ 2,807,170</u>	<u>\$ 0</u>	<u>\$ 0</u>

8. Board Designated Quasi-Endowment Fund

The Organization has established guidelines whereby the general purpose of the Endowment fund is to support the Organization's mission by generating a growing flow of funds to help meet the current and future operating, capital and other needs. The Finance Committee is responsible for the investment mix and growth of the fund with the established Investment Policy Guidelines. The Fund spending policy governs the rate at which the funds are released to the operating budget and is determined by the Board of Directors of the Organization.

Activity in the Endowment Fund is as follows:

Balance - Beginning of Year	\$ 2,287,902
Net gifts received and invested	302,578
Investment returns:	
Dividends and interest	84,883
Long-term gain	(43,970)
Net unrealized gain (loss)	209,511
Grants paid	(15,000)
Administrative fees	<u>(18,734)</u>
Balance - End of Year	<u>\$ 2,807,170</u>

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL
Notes to the Financial Statements (Continued)
June 30, 2023

NOTE:

9. Liquidity Management

The Organization has \$276,031 of cash and equivalents and \$7,289 of receivables available within one year of the balance sheet date to meet cash needs for general expenditures. Of this amount, \$25,608 is subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date.

The Organization has a goal to maintain enough cash to meet all anticipated normal operating expenses throughout the year.

GORDON ADVISORS, PC
1301 W LONG LAKE ROAD, STE 200
TROY, MI 48098

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

|||||



GORDON
Advisors, P.C.
certified public accountants

1301 West Long Lake Road, Suite 200
Troy, MI 48098
p (248) 952-0200 ~ f (248) 952-0290

May 10, 2023

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2021 Exempt Organization return, as follows...

2021 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2022

Prepared For:

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

Prepared By:

GORDON ADVISORS, PC
1301 W Long Lake Road, Ste 200
Troy, MI 48098

Due Date:

May 15, 2023

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by May 15, 2023

Form **8879-TE****IRS e-file Signature Authorization
for a Tax Exempt Entity**

OMB No. 1545-0047

For calendar year 2021, or fiscal year beginning JUL 1, 2021, and ending JUN 30, 2022**2021**Department of the Treasury
Internal Revenue Service▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879TE for the latest information.**Name of filer **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**EIN or SSN
****-***0601**Name and title of officer or person subject to tax **JAY REYNOLDS
PRESIDENT****Part I Type of Return and Return Information**

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

1a Form 990 check here	▶ ☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>1,326,167.</u>
2a Form 990-EZ check here	▶ ☐	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here	▶ ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here	▶ ☐	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here	▶ ☐	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here	▶ ☐	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here	▶ ☐	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here	▶ ☐	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here	▶ ☐	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here	▶ ☐	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize GORDON ADVISORS, PC to enter my PIN 02013
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

38625146736

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

ERO Must Retain This Form - See Instructions**Do Not Submit This Form to the IRS Unless Requested To Do So**

LHA For Privacy act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2021)

EXTENDED TO MAY 15, 2023

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021Open to Public
Inspection**A** For the **2021** calendar year, or tax year beginning **JUL 1, 2021** and ending **JUN 30, 2022****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Doing business as **NEXT - YOUR PLACE TO STAY ACTIVE**

Number and street (or P.O. box if mail is not delivered to street address)

2121 MIDVALE STREET

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

BIRMINGHAM, MI 48009**F** Name and address of principal officer: **JAY REYNOLDS****2121 MIDVALE STREET, BIRMINGHAM, MI 48009****D** Employer identification number**** - ***0601****E** Telephone number**248-203-5270****G** Gross receipts \$ **1,331,982.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.BIRMINGHAMNEXT.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1981** **M** State of legal domicile: **MI****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND COORDINATING COMMUNITY RESOURCES	
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	18
	4	Number of independent voting members of the governing body (Part VI, line 1b)	18
	5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	14
	6	Total number of volunteers (estimate if necessary)	300
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	357,057.
	9	Program service revenue (Part VIII, line 2g)	279,823.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	178,779.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2,071.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	817,730.
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
Expenses	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	288,391.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 55,490.	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	161,696.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	450,087.
	19	Revenue less expenses. Subtract line 18 from line 12	367,643.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	2,681,974.
	21	Total liabilities (Part X, line 26)	97,021.
	22	Net assets or fund balances. Subtract line 21 from line 20	2,584,953.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	JAY REYNOLDS, PRESIDENT Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KEVIN E. KLEIN, CPA	Preparer's signature	Date	Check ☐ if self-employed	PTIN P00539501
	Firm's name ▶ GORDON ADVISORS, PC	Firm's EIN ▶ ** - ***6556	Phone no. 248-952-0200		
Firm's address ▶ 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098					

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

132001 12-09-21

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2021)**SEE SCHEDULE O FOR ORGANIZATION MISSTION STATEMENT CONTINUATION****8B**

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Form 990 (2021)

-*0601 Page 2

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND
COORDINATING COMMUNITY RESOURCES TO PROVIDE EDUCATIONAL, RECREATIONAL
AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SERVICES AND VOLUNTEER
OPPORTUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the
prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and
revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 349,440. including grants of \$) (Revenue \$ 383,216.)
EDUCATION, OUTREACH AND TRANSPORTATION TO OLDER ADULTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **349,440.**

Form 990 (2021)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2021)

-*0601 Page **3**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

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Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	8
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 14		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.			
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b If "Yes," enter the name of the foreign country			
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7 Organizations that may receive deductible contributions under section 170(c).			
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X	
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9 Sponsoring organizations maintaining donor advised funds.			
a Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10 Section 501(c)(7) organizations. Enter:			
a Initiation fees and capital contributions included on Part VIII, line 12	10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11 Section 501(c)(12) organizations. Enter:			
a Gross income from members or shareholders	11a		
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
a Is the organization licensed to issue qualified health plans in more than one state?	13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c Enter the amount of reserves on hand	13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15		X
If "Yes," see the instructions and file Form 4720, Schedule N.			
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		X
If "Yes," complete Form 4720, Schedule O.			
17 Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953?	17		
If "Yes," complete Form 6069.			

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Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year 1a 18			
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b Enter the number of voting members included on line 1a, above, who are independent 1b 18			
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6	X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	12c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15a	X	
b Other officers or key employees of the organization	15b		X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **►MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**
SANDRA CATTERALL - 248-203-5274
2121 MIDVALE STREET, BIRMINGHAM, MI 48009

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHRISTINE BRAUN EXECUTIVE DIRECTOR	40.00			X				46,901.	36,529.	0.
(2) GREG BURRY PAST PRESIDENT	2.00	X		X				0.	0.	0.
(3) LORI SOIFER PRESIDENT	2.00	X		X				0.	0.	0.
(4) DONALD BRUNDIRKS TREASURER	2.00	X		X				0.	0.	0.
(5) MARCIA WILKINSON SECRETARY	2.00	X		X				0.	0.	0.
(6) SANDY DEBICKI BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(7) GEORGE DILGARD BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(8) STUART JEFFARES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(9) KATHI JONES-CUTLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(10) BOB KOENIGSKNECHT BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(11) JULIE MANDICH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(12) ELAINE MCLAIN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(13) ED PUGH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(14) JAY REYNOLDS VICE PRESIDENT	2.00	X		X				0.	0.	0.
(15) DAVID UNDERDOWN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(16) W. DOUGLAS WEAVER, M.D. BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(17) GORDON RINSCHLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) EILEEN PULKER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(19) JOE VALENTINE BOARD OF DIRECTORS	2.00	X						0.	0.	0.
1b Subtotal								46,901.	36,529.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								46,901.	36,529.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b	61,185.				
	c Fundraising events	1c	34,203.				
	d Related organizations	1d					
	e Government grants (contributions)	1e	69,999.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	543,633.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f				709,020.		
Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code					
		624110		383,216.	383,216.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f				383,216.		
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			52,681.			52,681.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real (ii) Personal				
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7b	0.				
	c Gain or (loss)	7c	181,565.				
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ 34,203. of contributions reported on line 1c). See Part IV, line 18	8a	5,500.				
	b Less: direct expenses	8b	5,815.				
	c Net income or (loss) from fundraising events				-315.		-315.
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions				1,326,167.	383,216.	0.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☒ **X**

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	46,901.	15,477.	15,477.	15,947.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	244,380.	182,000.	38,981.	23,399.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	24,297.	16,472.	4,543.	3,282.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	6,334.		6,334.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	21,293.		21,293.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	60,309.	60,309.		
12 Advertising and promotion				
13 Office expenses	23,178.	16,224.	2,318.	4,636.
14 Information technology				
15 Royalties				
16 Occupancy	21,283.	12,770.	6,385.	2,128.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	3,308.	1,654.	1,654.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	8,385.	6,220.	1,320.	845.
23 Insurance	8,953.	1,791.	6,267.	895.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a VEHICLE EXPENSE	23,449.	23,449.		
b PRINTING AND POSTAGE	21,790.	13,074.	4,358.	4,358.
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	513,860.	349,440.	108,930.	55,490.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing		1	
	2 Savings and temporary cash investments	418,146.	2	414,398.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	13,043.	4	10,174.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	59,746.
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	304,425.		
	b Less: accumulated depreciation	272,625.		
		40,186.	10c	31,800.
	11 Investments - publicly traded securities	2,210,599.	11	2,287,902.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11		15		
16 Total assets. Add lines 1 through 15 (must equal line 33)	2,681,974.	16	2,804,020.	
Liabilities	17 Accounts payable and accrued expenses	11,290.	17	5,434.
	18 Grants payable		18	
	19 Deferred revenue	15,732.	19	29,655.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	69,999.	25	0.
	26 Total liabilities. Add lines 17 through 25	97,021.	26	35,089.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	2,560,273.	27	2,743,862.
	28 Net assets with donor restrictions	24,680.	28	25,069.
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	2,584,953.	32	2,768,931.
	33 Total liabilities and net assets/fund balances	2,681,974.	33	2,804,020.

Form **990** (2021)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2021)

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,326,167.
2	Total expenses (must equal Part IX, column (A), line 25)	2	513,860.
3	Revenue less expenses. Subtract line 2 from line 1	3	812,307.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	2,584,953.
5	Net unrealized gains (losses) on investments	5	-628,329.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	2,768,931.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

Form **990** (2021)

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
****-***0601**

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule A (Form 990) 2021

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	264,539.	286,353.	240,083.	357,056.	709,020.	1857051.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	289,336.	294,452.	290,289.	292,584.	296,171.	1462832.
4 Total. Add lines 1 through 3	553,875.	580,805.	530,372.	649,640.	1005191.	3319883.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						2,704.
6 Public support. Subtract line 5 from line 4.						3317179.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4	553,875.	580,805.	530,372.	649,640.	1005191.	3319883.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	77,638.	55,062.	72,879.	43,683.	52,681.	301,943.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	-3,973.	-4,385.	-423.	2,071.	-315.	-7,025.
11 Total support. Add lines 7 through 10						3614801.
12 Gross receipts from related activities, etc. (see instructions)					12	

13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f))	14	91.77 %
15 Public support percentage from 2020 Schedule A, Part II, line 14	15	90.47 %

16a 33 1/3% support test - 2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b 33 1/3% support test - 2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Schedule A (Form 990) 2021

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule A (Form 990) 2021

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐ **►**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2021. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ **►**

b 33 1/3% support tests - 2020. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ **►**

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐ **►**

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

	Yes	No
1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a ☐ The organization satisfied the Activities Test. Complete line 2 below.		
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.		
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule A (Form 990) 2021

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1** ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors <i>(explain in detail in Part VI):</i>			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C - Distributable Amount		(A) Prior Year	(B) Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		
7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

Schedule A (Form 990) 2021

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule A (Form 990) 2021

-*0601 Page 7

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5	
6 Other distributions (<i>describe in Part VI</i>). See instructions.	6	
7 Total annual distributions. Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8	
9 Distributable amount for 2021 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2022. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017			
b Excess from 2018			
c Excess from 2019			
d Excess from 2020			
e Excess from 2021			

Schedule A (Form 990) 2021

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Schedule B
(Form 990)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**▶ Attach to Form 990 or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

-*0601

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.**Special Rules**☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2021)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

-*0601

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$ 364,662.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$ 20,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	SMART 535 GRISWOLD ST. SUITE 600 DETROIT, MI 48226	\$ 26,910.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	SBA 403 3RD STREET, SW WASHINGTON, DC 20416	\$ 69,999.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Employer identification number

-*0601

Part II

[illegible]

Name of organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

**** - *** 0601****Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021Open to Public
InspectionName of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Employer identification number
****-***0601****Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2021

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2021-05080 BIRMINGHAM AREA SENIORS C 02013.01

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a ☐ Public exhibition d ☐ Loan or exchange program
- b ☐ Scholarly research e ☐ Other _____
- c ☐ Preservation for future generations
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	2,210,599.	1,746,455.	1,689,131.	1,607,093.	1,498,305.
b Contributions	493,179.				10,025.
c Net investment earnings, gains, and losses	-394,583.	481,834.	72,546.	96,456.	111,113.
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses	21,293.	17,690.	15,222.	14,418.	12,350.
g End of year balance	2,287,902.	2,210,599.	1,746,455.	1,689,131.	1,607,093.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ▶ 100 %
- b Permanent endowment ▶ %
- c Term endowment ▶ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|---|-----|----|
| (i) Unrelated organizations | | X |
| (ii) Related organizations | | X |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ☐ | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		304,425.	272,625.	31,800.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶				31,800.

Schedule D (Form 990) 2021

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule D (Form 990) 2021

-*0601 Page **3**

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Schedule D (Form 990) 2021

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING, CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD OF DIRECTORS OF THE ORGANIZATION.

PART X, LINE 2:

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

► Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

Employer identification number
** - *** 0601

Part I

Fundraising Activities.

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- d** ☐ In-person solicitations

- ☐
- No

- b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
Total						

- 3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule G (Form 990) 2021

-*0601 Page 2

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		GOLF OUTING (event type)	OTHER MISC (event type)	NONE (total number)	
Revenue	1 Gross receipts	30,025.	9,678.		39,703.
	2 Less: Contributions	24,525.	9,678.		34,203.
	3 Gross income (line 1 minus line 2)	5,500.			5,500.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages	2,930.			2,930.
	8 Entertainment				
	9 Other direct expenses	2,885.			2,885.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				5,815.
	11 Net income summary. Subtract line 10 from line 3, column (d)				-315.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
	2 Cash prizes				
Direct Expenses	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

- 11** Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13** Indicate the percentage of gaming activity conducted in:
- | | | |
|--------------------------------------|------------|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14** Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ► _____

Address ► _____

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ► \$ _____ and the amount of gaming revenue retained by the third party ► \$ _____

c If "Yes," enter name and address of the third party:

Name ► _____

Address ► _____

- 16** Gaming manager information:

Name ► _____

Gaming manager compensation ► \$ _____

Description of services provided ► _____

☐ Director/officer

☐ Employee

☐ Independent contractor

- 17** Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ► \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV	Supplemental Information <i>(continued)</i>
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132084 11-18-21

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

Open to Public
Inspection

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

-*0601

FORM 990, ITEM C, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE
OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

MEMBERS ELECT BOARD OF DIRECTORS. MEMBERS ARE FREE TO ATTEND MEETINGS WHERE
THEY CAN NOMINATE AND VOTE ON THE BOARD OF DIRECTORS

FORM 990, PART VI, SECTION B, LINE 11B:

EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990
BEFORE ACTUAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,
VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND
UPDATED AS APPROPRIATE.

FORM 990, PART VI, SECTION B, LINE 15A:

EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL
BY THE EXECUTIVE BOARD, AND COMPARISON OF SALARIES WITH OTHER SENIOR

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2021

132211 11-11-21

8B

15550512 131861 02013.000

2021.05080 BIRMINGHAM AREA SENIORS C 02013.01

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
**** - ***0601**

CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.

FORM 990, PART VI, SECTION C, LINE 19:

**THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL
STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.**

FORM 990, PART IX, LINE 11G, OTHER FEES:

PROGRAM SERVICE FEES:

PROGRAM SERVICE EXPENSES 60,309.

MANAGEMENT AND GENERAL EXPENSES 0.

FUNDRAISING EXPENSES 0.

TOTAL EXPENSES 60,309.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 60,309.

Birmingham, MI • Tax-exempt since April 1980 • EIN: 38-2280601

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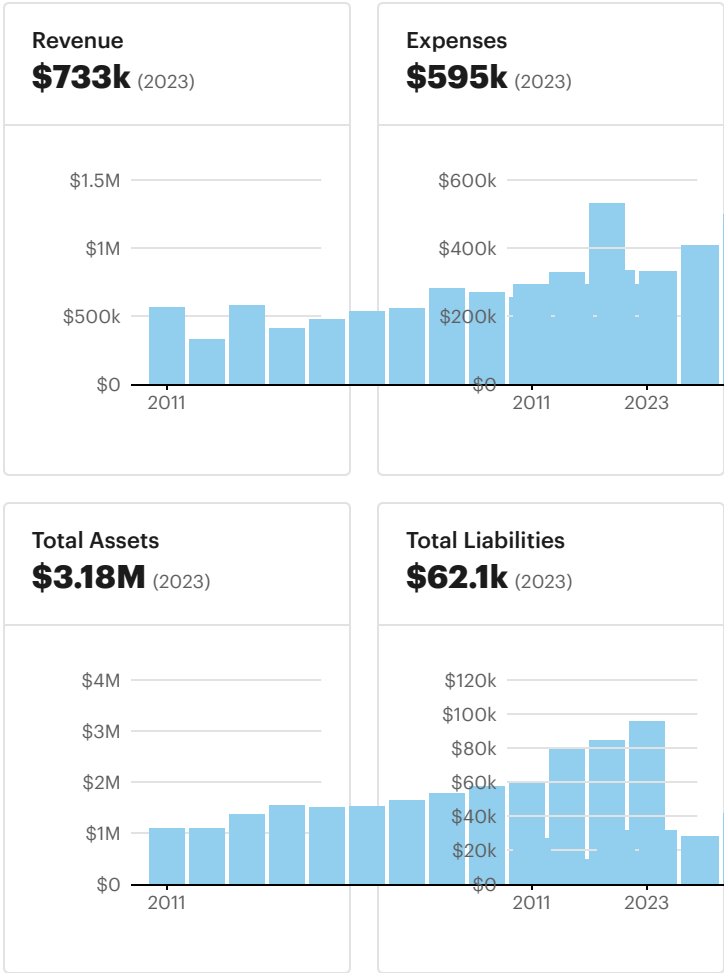
Receive an email when new data is available for this organization.

Type of Nonprofit

Designated as a 501(c)(3)

Category: Human Services — Multipurpose and Other / Senior Centers, Services [\(NTEE\)](#)

Donations to this organization are tax deductible.



Source: Form 990 tax filings from 2011 to 2023

Tax Filings by Year

Form 990 is an information return that most organizations claiming federal tax-exempt status must file yearly with the IRS. [Show more](#)

Fiscal Year Ending
June
2023

Revenue	\$733,442	
Expenses	Net Income	Net Assets
\$594,752	\$138,690	\$3,117,132

990

Filed on May 15, 2024

Primary tax return for a nonprofit's activities, finances, and governance

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Schedules ▼

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$69,201	\$18,264	\$0
Lori Soifer (Past President)	\$0	\$0	\$0
Jay Reynolds (President)	\$0	\$0	\$0

[+ View more people](#)

Fiscal Year Ending June

2022

Revenue **\$1,326,167**

Expenses	Net Income	Net Assets
\$513,860	\$812,307	\$2,768,931

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Filed on May 15, 2023
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$46,901	\$36,529	\$0
Greg Burry (Past President)	\$0	\$0	\$0
Lori Soifer (President)	\$0	\$0	\$0

[+ View more people](#)

Fiscal Year Ending June

2021

Revenue **\$817,730**

Expenses	Net Income	Net Assets
\$450,087	\$367,643	\$2,584,953

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990

Filed on Feb. 21, 2022
Primary tax return for a nonprofit's activities, finances, and governance

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Schedules ▼

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$42,958	\$36,529	\$0
Greg Burry (Past President)	\$0	\$0	\$0
Paul Buckles (Board Of Directors)	\$0	\$0	\$0
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Fiscal Year Ending June

2020

Revenue \$634,925

Expenses	Net Income	Net Assets
\$558,662	\$76,263	\$1,913,760

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$36,518	\$0	\$36,529
Greg Burry (Past President)	\$0	\$0	\$0
Paul Buckles (Board Of Directors)	\$0	\$0	\$0
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Fiscal Year Ending June

2019

Revenue \$675,540

Expenses	Net Income	Net Assets
\$582,394	\$93,146	\$1,837,382

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Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$33,824	\$35,124	\$0
Edgar W Pugh Jr (Past President)	\$0	\$0	\$0
Donald Brundirks (Board Of Directors)	\$0	\$0	\$0
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Fiscal Year Ending June

2018

Revenue \$698,678

Expenses	Net Income	Net Assets
\$588,469	\$110,209	\$1,717,205

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$31,785	\$37,934	\$0
Edgar W Pugh Jr (Past President)	\$0	\$0	\$0
Donald Brundirks (Board Of Directors)	\$0	\$0	\$0
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Filed on Feb. 8, 2019
Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending June

2017

Revenue \$558,324

Expenses	Net Income	Net Assets
\$536,187	\$22,137	\$1,585,840

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Filed on Feb. 7, 2018
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$20,641	\$35,124	\$0
Robert Borgon (Past President)	\$0	\$0	\$0
Melody Bryant (Board Of Directors)	\$0	\$0	\$0
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Fiscal Year Ending
June

2016

Revenue \$536,629

Expenses	Net Income	Net Assets
\$497,268	\$39,361	\$1,477,565

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Compensation

Key Employees and Officers	Compensation	Related	Other
Christine Braun (Executive Director)	\$13,855	\$43,413	\$0
Robert Borgon (Past President)	\$0	\$0	\$0
Dorothy Pfeifer (Board Of Directors)	\$0	\$0	\$0
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Filed on Jan. 13, 2017
Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2015

Revenue \$474,288

Expenses	Net Income	Net Assets
\$406,583	\$67,705	\$1,467,462

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Filed on Feb. 1, 2016
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Renee Cortright (Executive Director)	\$4,793	\$16,860	\$0
Christine Braun (Executive Director)	\$3,627	\$17,283	\$0
Tina Rowley (Past President)	\$0	\$0	\$0
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Fiscal Year Ending
June

2014

Revenue \$408,413

Expenses	Net Income	Net Assets
\$329,528	\$78,885	\$1,504,084

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Compensation

Key Employees and Officers	Compensation	Related	Other
Renee Cortright (Executive Di)	\$10,450	\$37,576	\$0
Tina Rowley (Past Preside)	\$0	\$0	\$0
Robert Borgon (President)	\$0	\$0	\$0
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Filed on Nov. 11, 2014
Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2013

Revenue \$577,996

Expenses	Net Income	Net Assets
\$335,288	\$242,708	\$1,338,633

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Filed on Dec. 21, 2013
Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2012

Revenue	\$327,382	
Expenses	Net Income	Net Assets
\$292,380	\$35,002	\$1,069,655

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2011

Revenue	\$563,966	
Expenses	Net Income	Net Assets
\$292,376	\$271,590	\$1,054,798

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[View Other Versions](#)

Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2010

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

990-EZ

Short form tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2009

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

990-EZ

Short form tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2008

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2007

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June

2006

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Fiscal Year Ending
June

2005

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Fiscal Year Ending
June

2004

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June

2003

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Primary tax return for a nonprofit's activities, finances, and governance

Fiscal Year Ending
June
2002

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
June
2001

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

990
Primary tax return for a nonprofit's activities, finances, and governance

PDF

About This Data

Nonprofit Explorer includes summary data for nonprofit tax returns and full Form 990 documents, in both PDF and digital formats.

The summary data contains information processed by the IRS during the 2012-2019 calendar years; this generally consists of filings for the 2011-2018 fiscal years, but may include older records. This data release includes only a subset of what can be found in the full Form 990s.

In addition to the raw summary data, we link to PDFs and digital copies of full Form 990 documents wherever possible. This consists of separate releases by the IRS of Form 990 documents processed by the agency, which we update regularly.

We also link to copies of audits nonprofit organizations that spent \$750,000 or more in Federal grant money in a single fiscal year since 2016. These audits are copied from the Federal Audit Clearinghouse.

Which Organizations Are Here?	▼
Types of Nonprofits	▼
Get the Data	▼
API	▼

By [Andrea Suozzo](#), [Alec Glassford](#) and [Ash Ngu](#), ProPublica, and [Brandon Roberts](#), Special to ProPublica.

Design by Jeff Frankl. Additional development by Ken Schwencke, Mike Tigas, and Sisi Wei.

E-file viewer adapted from [IRS e-File Viewer](#) by Ben Getson. Code for scraping audit documents adapted from [Govwiki](#).

Updated August 8, 2024

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SEPTEMBER/OCTOBER 2024

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2121 Midvale Street • Birmingham, Michigan 48009-1509 • 248-203-5270 • www.BirminghamNext.org

CARIBBEAN CARNIVAL

Wednesday, September 25 at 5:00 pm
Members/Guests \$15



Please join us at Beverly Park to party Jamaican style. We will come together to dance, savor cultural music and indulge in delicious Caribbean food. The Gratitude Steel Band, here for a few nights direct from Jamaica will

share their talents performing with two steel drums. Enjoy great food, great music and great friends!

HALLOWEEN SOCIAL

Thursday, October 31 at 1:00 pm
Cost: Complimentary



Join us in the Next lobby on Halloween for delicious doughnuts and cider and get to know other Next members. (Masks and/or costumes optional.) What a great combination: the beauty of fall in Michigan, Halloween, cider, doughnuts and friends! No Tricks here, just Treats. Let's celebrate together!

HEALTH EXPO & FLU SHOT CLINIC

Thursday, October 3, from 10:00 am to 1:00 pm

Please join us for this important event featuring vendors providing giveaways! Oakland County Health Department will be providing the high dose Flu shot specifically for seniors, as well as the regular dose shot, also Covid and Pneumonia vaccines. Please remember to bring your identification and insurance cards. Most insurances, including Medicare are accepted. Please call the office to schedule an appointment. Walk-ins are welcome but may have a longer wait.

RESOLVE TO END CHRONIC PAIN

Thursday, October 3, 12:00 pm

While at the Expo, join us for our feature speaker, Aaron Wallace, owner of Balance Your Fitness. Take home priceless strategies and a risk free opportunity to change your life.

A TUSKEGEE AIRMAN'S FIRSTHAND ACCOUNT OF WORLD WAR II Lt. Colonel Harry T. Stewart Jr., Tuskegee Airman and Centenarian

Thursday, October 10, 6:00 pm

Among the last surviving members of the Tuskegee Airmen, Lt. Col. Harry T. Stewart, Jr. will share his story of joining the U.S. Army Air Corps and receiving his wings when he was 19. During World War II, he flew 43 combat missions as a fighter pilot targeting parts of Germany, Austria and France. He received a Distinguished Flying Cross for destroying three German aircraft and is one of only four Tuskegee Airmen to have earned three aerial victories in a single day of combat. One memorable moment was when he and his teammates won the first place trophy during the "Top Gun" fighter gunnery competition. Join us for this once in a life time lecture.





HAPPENINGS AT NEXT

A MODERN WANDER THROUGH THE ANCIENT MAYAN WORLD Jim Craft, Traveler

Thursday, September 5 at 1:00 pm

Cost: Complimentary members / \$5 guests

This is largely a story of a neophyte exploring the remnants of a great civilization. Over the past ten years, Jim Craft has taken a number of trips into the Yucatan and Central America. It has evolved into a great interest in the ancient Mayan world. The objective of this talk is not only to provide insight into this 3,000-year-old culture, but also to inspire travel. The Mayan world is very reachable and much can be seen in relative luxury, but it is also possible to get well off the beaten track. Either way, visitors can experience a society about which, much is unknown but, thanks to modern technology, much will be learned in the coming years.

TRIVIA TIME! with Tricia Olevnick

Mondays, September 9 and October 7 at 3:00 pm

Cost: Complimentary members / \$5 guests

Enjoy an afternoon of trivia with Tricia Olevnick, professional trivia host. Teams of four will enjoy friendly competition with a chance to win bragging rights.

SPANISH CONVERSATION FOR COGNITIVE WELL-BEING Instructor, Carla Bartlett

Wednesdays, September 11 through October 16
3:30 to 4:30 pm

Cost: 6-week series: \$120 members / \$125 guests

This course is open to students who have completed earlier sessions with Señora Bartlett, as well as those individuals who have had some exposure to the Spanish language in the past. The class is designed to provide a stimulating and engaging environment for individuals interested in learning Spanish while promoting cognitive health. Through interactive conversation activities, this course aims to enhance mental agility, memory and linguistic skills, all while fostering social connections and cultural understanding. In this course, participants will explore daily conversational topics. Your instructor, Señora Carla Bartlett, will guide you through various activities and exercises designed to challenge your brain, improve language proficiency and keep your cognitive abilities sharp. Señora Bartlett is a native Spanish speaker and fluent in Italian. She currently teaches high school Spanish.

SENIOR LIFE ADVISOR COUNCIL

Thursday, September 12 at 11:00 am

Register by September 10

Cost: Complimentary - members / \$5 guests

A distinguished team of trusted advisors will address your questions and offer essential resources and solutions important to the 50+ community. Professional advisors will offer information about: Independent Living/Assisted Living/Memory Care, Financials, Medicare, Funeral Planning, Moving, Care Transition, Organizing, Rehabilitation, PT and OT, Home Health Care, Private Duty, Hospice, Power of Attorney, Law, Estate Planning and Respite. Complimentary snacks and beverages will be provided. Join us!

PREPARING FOR HOME DOWNSIZING AND AN UPCOMING MOVE

Steffanie Porter, Home Organizing and Move Management Specialist with TidySmart

Tuesday, September 17 at 1:00 pm

Cost: Complimentary members / \$5 guests

Planning to move soon? Ready to downsize? Join us for some valuable tips from move management professionals from TidySmart Organizing Solutions. Learn how to prepare your home and household items for a smaller space, including how to narrow down what you take and what you don't. Gain insight into an effective moving plan. Understand the estate sale process and what to do with the items you won't be taking with you. At the conclusion of the program, you can have an item appraised as part of TidySmart's "Antique Roadshow".

GETTING HEALTHY/STAYING HEALTHY

Aaron Wallace, Owner, Balance Your Fitness

Wednesday, September 18 at 12:30 pm

Cost: Complimentary members / \$5 guests

We live in a germ-filled world. Our bodies are designed to heal themselves, when we give them the tools they need. Learn how to boost your immune system to better enable your body to naturally protect you from illness. This class will arm you with the knowledge you need to treat and prevent setbacks in your health.

THE HISTORY OF COSTUME JEWELRY

Leslie Krukowski, Black Dog Vintage, LLC

Tuesday, September 24 at 11:00 am

Cost: Complimentary members / \$5 guests

Join us as Leslie Krukowski takes us through a brief history of costume jewelry, dating back to the 1700s. She will also bring in some of her personal vintage pieces and explain the process and tools she uses to identify and date costume jewelry. Attendees are invited to bring one or two of their own pieces of costume jewelry to have them evaluated by Leslie in front of the entire group. Leslie Krukowski grew up in Southfield and has always been interested in vintage jewelry and clothing. In high school, she used to buy vintage '50s dresses and wear them with denim jackets decorated with vintage brooches. (She was THAT kid!) Over the years, her collections have grown and she buys and sells online. This past year, she took an early retirement to pursue her love for vintage jewelry, full time.

SONGS YOU LOVE BY VANESSA CARR

Thursday, September 26 at 1:00 pm

Cost: Complimentary members / \$5 guests

Vanessa Carr is a world-class entertainer, noted for her dynamic musical performances. As a singer and dancer recognized for her emotional interpretations, humorous renditions, captivating story-telling and genuine connection to audiences, Vanessa sparks joy in the hearts of her listeners. Her ever-growing repertoire includes a variety of genres including Broadway show tunes, rock n' roll, music of The Great American Songbook, opera, international favorites and soulful standards.



HAPPENINGS AT NEXT

EMILY DICKINSON'S LETTER TO THE WORLD

Jane Eberwein, author, retired Professor from OU

Tuesday, October 1 at 1:00 pm

Cost: Complimentary members / \$5 guests

In this introduction to America's most recognized woman poet, who is also paradoxically our patron saint of unacknowledged genius, we'll focus on the 1862 self-introduction Dickinson mailed to writer-editor-Abolitionist Thomas Wentworth Higginson. (Handout provided.) We'll consider her distinctive literary characteristics and consider the still-debated question of whether she intended to publish her poems. Jane Eberwein retired as Distinguished Professor Emerita from Oakland University. She is the author of Dickinson: Strategies of Limitation, editor of An Emily Dickinson Encyclopedia, co-editor of Reading Emily Dickinson's Letters and Dickinson in Her Own Time.

AN AFTERNOON CONCERT OF MOVIE MELODIES

Kelly And Darryl Roenicke, Violin and Piano Duo

Tuesday, October 8 at 1:30 pm

Cost: Complimentary members / \$5 guests

Join Kelly and Darryl for an afternoon of favorite songs from the stage and screen. Come hear this violin and piano duo perform songs from Schindler's List, Ladies in Lavender, Swing Kids, Porgy and Bess, Cinema Paradiso and many more!

THE WONDERS OF MICHIGAN NATURE JUST OUTSIDE YOUR WINDOWS

Jeremy Caverly, Owner, Backyard Birds of Bloomfield Hills

Thursday, October 10 at 1:00 pm

Cost: Complimentary members / \$5 guests

Explore the joys of feeding wild birds. Jeremy Caverly, and his wife Diana, are the owners of Backyard Birds of Bloomfield Hills. Having grown up along the shores of Charlotte Harbor and the Gulf of Mexico in southwest Florida, Jeremy brings his lifelong appreciation for wildlife to the Great Lakes Region, promoting the hobby of wild bird feeding. Whether you're an avid birder or just looking to attract feathered friends to your backyard oasis, you will enjoy Jeremy's expert tips and advice. Join us!

HAMTRAMCK THEN AND NOW

Greg Kowalski, Executive Director, Hamtramck Historical Museum

Tuesday, October 15 at 1:00 pm (Rescheduled from July)

Cost: Complimentary members / \$5 guests

This program takes an in-depth look at how Hamtramck transformed from a farming village to an industrial city in the space of 10 years and became the fastest growing town in the nation in 1915. Greg Kowalski was born in Hamtramck in 1950 and has lived there ever since. Since 2013, he has been the executive director of the Hamtramck Historical Museum. He is author of 13 books, including 11 on Hamtramck and two on Detroit.

PRESCRIPTION DRUG DISPOSAL

Nadli Arabo, MPH: Oakland County Health Division

Tuesday, October 22 at 1:00 pm Cost: Complimentary

Nadli Arabo, Oakland County Health Educator, will share how to dispose of medications safely and properly. Learn which stores in Oakland County accept medications and provide safe medication disposal kiosks. Nadli will also talk about opioids, the Opioid Crisis, statistics on opioid misuse in Oakland County and how to access Narcan and Fentanyl/Xylazine testing strips.

NAVIGATING AGING WITH LAUGHTER

Mildred Matlock, Storyteller, Humorist

Thursday, October 24 at 1:00 pm

Cost: Complimentary members / \$5 guests

If laughter is the best medicine, why just talk about laughing? Let's do it! If after listening to Mildred's real-life stories your funny bone is tickled and you can't catch your breath, attribute it to the invigorating intervention of laughing out loud. While there's no giggle guarantee, Mildred does her best to kindle a few chuckles and chortles. Mildred has been the keynoter of Wayne State University Institute of Gerontology's annual conference, "Art of Aging Successfully."

EXERCISES TO HELP PREVENT FALLS AND IMPROVE BALANCE

Raj Thangamuthu, Physical Therapist and Owner of Empower Physical Therapy

Tuesday, October 29 at 1:00 pm

Cost: Complimentary members / \$5 guests

Fact: One of every three persons age 65 and older falls each year. Fact: Falls are the leading cause of injury and accidental death in those over the age of 85. Join Raj as he takes us through a variety of exercises to help improve our balance and help reduce the chance of falls. Raj is passionate about working with people to improve balance and coordination as they age. Wear comfortable clothing and good shoes!



HEALTH & WELLNESS SERIES

**HENRY
FORD
HEALTH**

We are excited to partner with Henry Ford Health for the 2024 Health & Wellness Series! Henry Ford Health is committed to improving the health and wellness of the Michigan community by improving people's lives through excellence in the science and art of health care and healing. As the Health & Wellness Series Partner, Henry Ford Health will share the expertise of their physicians, nurses and other providers directly with Next members.

SKIN HEALTH

Dr. Karin Roszell, MD

Thursday, September 19 at 2:00 pm

Cost: Complimentary members / \$5 guests

According to the American Academy of Dermatology, nearly one in five adults are unaware that you can get sunburned during the winter, and even fewer protect themselves from the sun before common outdoor activities in cold weather. One in seven Americans are unaware that the sun's UV rays are reflected by snow, water, and sand. Join Henry Ford Health Dr. Karin Roszell, MD, as she discusses overall skin health, including skin cancers and signs to watch for, and ways to take care of skin and protect from skin cancer development.

THE IMPORTANCE OF SLEEP

Ashley Houghteling, Nurse Practitioner

Thursday, October 17 at 12:00 pm

Cost: Complimentary members / \$5 guests

According to the National Council on Aging, an estimated 75% of older U.S. adults experience the effects of poor sleep. Join Henry Ford Health Nurse Practitioner Ashley Houghteling, as she discusses the science and stages of sleep, the benefits of sleep and good sleep hygiene practices, with tips to improve sleep quality and quantity. A light lunch will be served.

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FITNESS OFFERINGS

PARTNER YOGA WORKSHOP WITH KAREN LUTZ

Monday, October 7 from 4:30 to 6:00 pm

Cost: \$30 per couple

This yoga practice allows two people to relate to one another through assisted poses. From stretching your levels of trust to strengthening your communication, partner yoga can have a positive effect on your relationship that extends far beyond the physical. Partner yoga can be done with anyone – a friend, sibling, parent, spouse, or partner. Previous yoga experience is not necessary but a yoga mat is.

CARDIO DANCE WITH KAREN LUTZ – New!

Mondays from 3:30 to 4:15 pm (Starting September 9)

Cost 10 drop-in classes: \$100 members / \$110 guests

Join Karen for this new class that will keep you moving with easy-to-follow dance patterns. No partner or dance experience needed. You'll move to a variety of music genres to get your heart rate up. And use weights to help build muscle and strength. Wear comfortable shoes. First class free! Let's have fun!

LOW IMPACT AEROBICS with Taylor Glaspie

Mondays and Thursdays from 9:00 to 10:00 am

Cost 10 drop-in classes: \$80 members / \$90 guests

Start your day in a low-impact way! We'll get things warmed up with some small movements and stretching, then transition into some basic moves to get our heart rates up. We'll add in some strength, balance, seated and standing core work — then end the session with a cool down and more stretching.

STRETCH & RELAX with Caryn Ciagne

Mondays from 9:30 to 10:30 am

Cost: \$10 drop-in classes: \$100 members / \$110 guests

Caryn will guide you through gentle stretch class exploring longer holds and slow range of motion along with a focus on breathing to promote relaxation. We will explore postures with minimal standing. A chair can be close by for extra support.

LIMBER UP

Mondays, Wednesdays and Fridays at 10:00 am

Cost: Complimentary

This chair-based stretching and fitness video class is all about keeping limber and enjoying the company of good friends.

LINE DANCING with Christine Stewart

Mondays from 10:15 am to 12:00 noon

Cost 10 drop-in classes: \$100 members / \$110 guests

Dance Instructor, Christine Stewart invites you to join her in exercising body and mind by learning new steps and line dances as you move to different types of music.

YOGA FOR WELL BEING with Karen Lutz

Tuesdays from 4:00 to 5:00 pm

Cost 10 drop-in classes: \$100 members / \$110 guests

All levels are welcome to learn gentle, adaptable yoga moves that help improve your breathing practices, core strength, balance and flexibility.

CHAIR YOGA & MEDITATION with Caryn Ciagne

Tuesdays and Thursdays from 1:30 to 2:30 pm

Cost 10 drop-in classes: \$100 members / \$110 guests

Utilizing a chair to sit and to stand beside for support, we will gently stretch and breathe our way into our body while promoting a feeling of relaxation and calm.

WEDNESDAY FLOW YOGA with Caryn Ciagne

Wednesdays from 9:15 to 10:15 am

Cost 10 drop-in classes: \$100 members / \$110 guests

A slow yet strong flow practice suitable for all who may be interested in expanding their yoga practice. This class will explore traditional standing, seated and supine postures to strengthen and improve balance. Please bring a yoga mat, water, yoga blocks, strap and an optional towel.

BALANCED YOGA FOR WELLNESS with Karen Lutz **Wednesdays at 1:00 pm**

Cost 10 drop-in classes: \$100 members / \$110 guests

Learn to focus on breathing with gentle stretching and adaptive yoga movements both seated with the option to stand with the support of a chair.

TAI CHI FOR HEALTH with Cheryl Goodwin

Cheryl Goodwin, Tai Chi for Health Institute certified instructor

Tai Chi is an internal (soft) style martial art that has been shown by scientific studies to improve one's physical health with increased circulation, improved balance, and promotes a calm state of mind. Tai Chi is especially good for those with mobility issues as it can be done effectively seated. Tai Chi is appropriate for all ages, body types and abilities.

Beginner Class

Wednesdays from 2:30 to 3:30 pm

No Class September 18 and 25

Cost: 10 drop-in classes: \$80 members / \$90 guests

Cost: 1 drop-in class: \$10

Intermediate Class

Fridays from 10:00 to 11:00 am

No class September 20 and 27

Cost: 10 drop-in classes: \$80 members / \$90 guests

Cost: 1 drop-in class: \$10



FITNESS OFFERINGS

CARDIO BALL DRUMMING – NEW!

With Joy Simpson and Lisa Dresner Wais, Certified Drums Alive Instructors

Wednesdays from 11:00 am to 12:00 pm

Cost: 10 drop-in classes: \$100 members / \$110 guests

Unleash the power of a healthier you as you revitalize your fitness journey with our exhilarating workout class. Cardio drumming engages the entire body, offering an enjoyable and active experience that promotes both physical and mental well-being. Participants have the option of standing or sitting in a chair.

FRIDAY FITNESS with Caryn Ciagne

Fridays from 9:15 to 10:15 am

Cost 10 drop-in classes: \$80 members / \$90 guests

Get moving! Meet in the gym. Walk and talk. Try out some fancy footwork: lunges, side steps, walking backwards and more all to promote strength, flexibility, balance and community. Let's have some Friday fun!

PICKLEBALL

Cost: Complimentary members only

Open Play: Monday, Thursday, Friday from 12:30 to 3:00 pm

Open Play: Monday through Thursday from 4:30 to 7:30 pm

Interested in learning how to play one of the fastest growing and most popular sports? Contact Pickleball Professional Tom Wehner at (248) 885-1203 or tqwehner@cs.com for lessons!

TENNIS - MIXED DOUBLES

Wednesdays and Fridays from 1:30 to 3:30 pm starting September 4 and 6

Next members enjoy indoor play at the Birmingham Racquet Club as a regular league player or sub. Always looking for new players. If you are interested, please contact David Young at davidmptyoung@gmail.com or 248-229-5015.

BOWLING LEAGUE

Thursdays at 1:00 pm - Cost: \$11 for 3 games. Members only.

All levels welcome for bowling and camaraderie at Country Lanes at 30250 West Nine Mile Road, Farmington Hills. No need to register, just drop in. For more information call or text Janice Borsenik at 248-644-0986.



ART & CREATIVITY

FIRED AND FUSED – GLASS CREATIONS WORKSHOPS

Join Helen Agius - Andraee artist/instructor and owner of Fired and Fused glass creations for a fun experience working with fused glass.

Join us for a fun experience working with fused glass! Our workshops are designed for beginners or advanced fusers who want to take their skills to the next level.

Pieces need to be fired and slumped in a kiln and will be ready for pick-up within two weeks after the workshop. No experience necessary. All tools and material will be provided.

FUSED GLASS WORKSHOP

Friday, September 20 from 10:00 am to 12:00 pm

Cost: \$70 members / \$75 guests

In this workshop you will choose to create an 8" plate, bowl or votive holder or a 4"x12" tray or decorative piece. If you have never created a fused glass project we will introduce you to glass fusing and cutting techniques. You will learn how to cut and nip colorful pieces of glass that you will stack on a base piece of glass to create your unique design. If you have already taken one of our workshops you can challenge yourself to try different techniques. Come with a design idea in mind or get inspiration from one of our many samples.

FUSED GLASS CHARCUTERIE BOARDS

Friday, October 18 from 10:00 am to 12:30 pm

Cost: \$80 members / \$85 guests

In this workshop you will create an 8"x12" Charcuterie Board. If you have never created a fused glass project we will introduce you to glass fusing and cutting techniques. You will learn how to cut and nip colorful pieces of glass that you will stack on a base piece of glass to create your unique design. If you have already taken one of our workshops you can challenge yourself to try different techniques. Come with a design idea in mind or get inspiration from one of our many samples.



COSTUME JEWELRY DONATIONS

It's that time once again. Time to clean out your jewelry chest! We welcome all types of jewelry: rings, necklaces, earrings, bracelets, pins and brooches.

These donated items will then take center stage for our third "highly coveted" jewelry sale.

All proceeds will benefit Next.

Remember one person's donation is another person's treasure! Date of sale to be determined.



ART & CREATIVITY

NEW! THE WONDERFUL WORLD OF WATERCOLOR

Tuesdays, September 10 through November 5 from 10:00 am to 12:30 pm

Cost: 9-week series: \$165 members/\$170 guests

Come join Artist/Instructor Kay Sulfaro in the amazing world of watercolor. You will enjoy and play in the rich world of color—whether brilliant, bold, subtle, or delicate. You will learn the effects one color has on another and how to create your own customized ones. Class projects will explore fundamental watercolor techniques. They will also allow you to experiment with specialized materials and approaches. Come and explore as you play with color. Skill Level: Beginner to Experienced. Materials list will be available at the front desk upon registering.

CALLIGRAPHY WITH PEN & INK

Fridays, September 27 and October 4 from 10:00 am to 12:00 noon

Cost: \$45 members / \$50 guests

Learn the art of Italic lettering with instructor Beth Johnson of Beth Johnson Creations. Beth has been teaching calligraphy for over 20 years, and has her own greeting card business! Enjoy the art of Calligraphy using pen and ink. Beth will provide step by step instruction, give tips, hints, and tricks on how to make these beautiful, and exquisite letters. Holiday card sending season is right around the corner! Materials list will be available at the front desk upon registering.

BEGINNER BASKET WEAVING

Wednesday, September 11 from 1:00 pm to 5:00 pm or Wednesday, October 16 from 1:00 to 5:00 pm

Cost: \$50 members / \$55 guests

Next welcomes Deborah VanderLinde, PhD, aka “The Basketmak’r”. Deborah is a veteran basket weaver and instructor. She is the author of three “The Basketmak’r” pattern books and was the founding publisher of the nationally distributed quarterly, “Just Patterns: The Idea Magazine for Basketmakers.” Retired from a career as a music educator at Oakland University, Deborah enjoys introducing others to the creative process and craftsmanship in basketry by teaching classes throughout SE Michigan. Join Deb in her fun beginner’s class where you will be introduced to or review basic weaving techniques. In these classes you will construct a square market basket: this easy to weave basket features larger weavers and an oak D-handle. Cane lasher makes finishing the rim a breeze! Classic size perfect for holiday decorating or gift giving. Measures: 8” x 8” x 8”. All materials are included. These classes have a maximum of 6 participants for optimal instruction, and acknowledging that everyone moves at their own pace, we have allotted 4 hours for completion. FYI....take

the opportunity to sign up for one (or both) of these beginner’s classes to learn the FUNdamentals. Look forward to Wine baskets in November, and Mini Market baskets in December!

STUDIO ART

Thursdays, September 12 through November 14 from 1:00 pm to 3:30 pm No class October 3

Cost: 9- week series: \$161 members / \$171 guests

Join this class using materials which you already have experience with and have had basic instruction. Bring your own subject, reference material, and the supplies you typically work with. Instructor Karen Halpern will foster critical thinking and make suggestions to guide you as you develop your own project. Her goal is to broaden your viewpoint, and develop your skills and knowledge. Students generally use the following materials — acrylics, oils, watercolor or collage/mixed media. If you work upright, bring your own lightweight portable easel. Returning students, plan to start a fresh piece of work this semester.

PHOTOGRAPHY CLUB

Thursdays, September 12 and October 10 from 10:00 am to 12:00 noon

Cost: Complimentary members / \$5 guests

The Next Photography Club seeks to bring people together who have an interest in photography. They maintain their own website and take monthly photo trips. For information, contact the clubs email at- info@birminghamphotoclub.org

KNITTING & CROCHETING OPEN STUDIO

Mondays at 10:00 am

Enjoy lively discussion with this group of lovely ladies. Tips and ideas shared!

NEEDLE ARTS OPEN STUDIO

Wednesdays at 10:00 am

A great group for quilting, needlepoint, sewing and cross-stitch! All levels welcome!

PALETTE & BRUSH CLUB

Thursdays from 9:30 am to 12:30 pm

The group is currently at capacity; however, if you are interested in joining the club, please contact paletteandbrush.org.

POTTERY OPEN STUDIO

Thursdays from 9:30 am to 12:30 pm

Enjoy this independent open studio to develop your beautiful pottery projects.

SPEAKER SERIES @ NEXT

Join us on Thursdays Evenings at 6:00 pm
Cost: Complimentary members / \$5 guests

Please Note: Speakers can now be found under
the Activities tab in the Speakers category.

September 5 – PICTURING AMERICA Wendy Evans – Art Historian

America's art tells America's story - the optimism, struggles, humor and pain. We'll explore how people from the earliest inhabitants to today have pictured the history and landscape of the country reflecting its ideas and ideals. Images will range from realistic paintings of John Singleton Copley to modern abstractions by Jackson Pollock, from the innocent America captured by Norman Rockwell in his early work to the struggles of Black Americans seen in his late paintings and those of Black artists like Jacob Lawrence, and from inspiring views of unspoiled country by Thomas Cole to the lonely cities of Edward Hopper. These artists, and others whose work we'll see, help to build our picture of America.

September 12 – No lecture

September 19 – THE SUPREME COURT IN AMERICAN LIFE

Robert A. Sedler, J.D. – Former Constitutional Law Professor at WSU, Author

This will be an interactive discussion of recent Supreme Court decisions and the direction of the Court. There will also be a review of doctrine and precedent that seems to be well-settled. An important part of the presentation will be questions and comments from the audience.



September 26 – THE TRIUMPHS AND TRAGEDIES OF CHARLES LINDBERGH

Professor Bruce Zellers - Professor, Oakland U



Charles Lindbergh's life followed an extraordinary arc. Flying solo across the Atlantic in the 1920s, he became the epitome of American daring and bravery. In the early 1930s, with the kidnapping and

death of his son, Lindbergh became an icon of parental suffering. Then, in the late 1930s and early 1940s, as Lindbergh seemed to become an apologist for Nazism, he was widely reviled. In his final years, he sought but never achieved, redemption.

October 3 – GRACE CENTERS OF HOPE Mark Cunningham - Director of Donor Relations & Dorothy Burt - Dispatcher

Established in 1942, Grace Centers of Hope offer long-term life skills programs for those afflicted by homelessness, chemical dependency and abuse in southeast Michigan. GCH provides help and hope to those in need without any government funding. GCH offers the community and teaches accountability which is so critical for long-term success.



October 17 – RUSSIA - UKRAINE WAR ASSESSMENT

Aaron Retish, B.A., M.A., Ph.D., Associate Professor, Wayne State University

Aaron Retish returns to Next to share his expertise and perspectives on the War. After living in Russia and studying Russia's foreign affairs, he returns to talk about Russia's buildup to what has become the largest land war in Europe since WWII. He will also share what might come next in Ukraine and in Russia.



October 24 – MAGIC MUSHROOMS (PSILOCYBIN): A MEDICAL BREAKTHROUGH OR SOCIETAL DISASTER? Peggi Tabor, MBA, MS.C., Ph.D., Certified Integrated Wellness Coach

This talk explores the use of psilocybin (commonly termed "magic mushrooms") in current clinical trials for relief from drug-resistant depression, PTSD, alcohol and nicotine addiction and more. The history of its use in spiritual practices, as a recreational drug, and as a clinical therapy will be reviewed. Legalization of this substance raises both medical and societal challenges. This talk will arm the listener with the facts with which to make their own decisions.

October 31 – COWS AT THE OPERA HOUSE AND OTHER MUSEUM MYSTERIES DIA Docent

A mystery is defined as something unexplained or inexplicable, or a person or thing having qualities that arouse curiosity or speculation. The many mysteries of the DIA include stories and images, newly discovered meanings and issues of authenticity.



COMMUNITY CHAMPIONS

Community champions support the overall success of the community. They take on additional activities in support of the community. These Community Champions have gone above and beyond to support Next with their partnerships and donations.

We are hoping that Next members will support our partners with your patronage at their businesses. Each month, we'll focus on Community Champions and when you do go to the restaurant or retail store, say thanks and let them know you're from Next!

SEPTEMBER

Tiffany Florist

784 S. Old Woodward Avenue
Birmingham 48009
248-646-0333
www.tiffanyflorist.net



Tiffany Florist has been a landmark in Birmingham since 1973. We are a real brick and mortar florist. Tiffany Florist receives fresh flowers daily from around the world. We have been serving this area for many years and are known for high

quality, long lasting flowers and a 100% satisfaction guarantee. We only carry premium roses and flowers that are known for their long vase life. Tiffany Florist is very happy to be the only Haddonstone representative in Michigan!

BAKEHOUSE 46

250 W. Maple Street
Birmingham 48009
248-593-1903
www.bakehouse46.com

BAKEHOUSE 46
NEIGHBORHOOD CAFÉ & BAKERY

Experience the perfect blend of friendly atmosphere and exceptional taste

at BAKEHOUSE 46. Our Birmingham location offers a warm and social ambiance, perfect for enjoying a cup of coffee and engaging in conversations with friends and family. From freshly baked pastries and sandwiches to exceptional baked good, our offerings are the perfect indulgence for any occasion. Visit us today and experience the ultimate BAKEHOUSE 46 experience.

OCTOBER

Churchill's Bistro & Cigar Bar

116 S. Old Woodward Avenue
Birmingham 48009
248-647-4555
www.churchillscigarbar.com



Our roots began as a small family-owned tobacco shop in downtown Birmingham. Today, we strive to give our customers that same individualized service. Churchill's is a home away from home, and we treat you like

family. Churchill's has become a popular dining spot known for its excellent food, outstanding service and comprehensive bar featuring a large selection of premium and rare spirits. We have one of the most extensive humidors in the area, featuring many rare and hard-to-find cigars as well as cigars for any budget. Churchill's offers a unique dining experience with its stylish décor and welcoming ambiance that only exists in a few places worldwide. We can't wait for you to visit and begin our long-lasting friendship.

Daxton Hotel

298 S. Old Woodward Avenue
Birmingham 48009
248-283-4200
www.daxtonhotel.com



DAXTON

the culinary creativity of Madam and Café Dax, marked by seasonal ingredients and global flavors. Also, raise a glass at Geode Bar & Lounge. Slide up to the slick black marble bar under a lustrous geodesic dome to enjoy craft-made cocktails, rare and flavorful wines and appetizing lounge fare! Daxton Hotel is truly a Birmingham gem!

Daxton Hotel offers the finest services to ensure your art-forward stay is truly exceptional with fine details and artistic touches around every corner. When you stay at Daxton, prepare to delight in



NEW SEASON!
DETROIT SYMPHONY ORCHESTRA
Friday Morning Coffee Concerts
 Bus departs Next at 9:15 am,
 returns about 1:30 pm
 Please pre-register, space is limited.
 Cost: \$65 members / \$70 guests

Friday, October 11
RHAPSODY IN BLUE (CLASSICAL)

Shakespeare inspired many thrilling orchestral odes. Music Director Jader Bignamini leads dances from Bernstein's West Side Story and Tchaikovsky's Romeo & Juliet Fantasy Overture, two starkly different takes on star-crossed lovers. Moved by Othello and Macbeth, Coleridge-Taylor and Verdi created dramatic masterworks of their own. In his DSO debut, pianist Wayne Marshall performs Gershwin's breakout hit Rhapsody in Blue.

Friday, October 25
MUSIC OF THE KNIGHTS

They are music's royalty- Sir Andrew Lloyd Webber, Sir Elton John, and Sir Paul McCartney. Experience the crown jewels of Broadway and pop at Orchestra Hall, featuring "Can You Feel the Love Tonight," "Circle of Life," "Phantom of the Opera," "Yesterday," "Memory," "Hey Jude," and more.

Friday, November 15
UNDER THE STREETLAMP

Former cast members from the hit musical Jersey Boys match tight harmonies and slick dance moves with old-school hits by The Drifters, Roy Orbison, Nat King Cole, The Beach Boys, and The Beatles, plus a show-stopping celebration of Frankie Valli and the Four Seasons.

We have decided to run second trips for the trips that were so popular with large wait lists in May/June

THE BELT ALLEY & MOOTZ PIZZERIA #2

Wednesday, September 18
 Bus departs Next at 10:30 am, returns about 1:15 pm
 Cost: \$15 members / \$20 guests

The Belt is a culturally redefined alley in Detroit that is home to murals and installations by local, national, and international artists. The project is an example of our growing interest in reimagining underutilized spaces throughout the city. This formerly desolate alley has transformed into one of the most

dynamic pedestrian-friendly public spaces in the country. It's located between Broadway and Library St. and connects Gratiot Ave. to Grand River, and the is filled with amazing artistic works from more than a dozen different artists. You can spend hours eating, drinking and looking at the art in and around The Belt, so if you're looking to kick-start your creative mind, here's how you can do it! Lunch following, on your own, at Mootz Pizzeria & Bar. Mootz is one of the best pizza restaurants in Detroit, and they serve old fashioned pies with a ton of flavor. On top of pizza, they have a wide variety of appetizers, salads, and desserts. You can't miss the garlic knots, or the meatballs.

ST. HYACINTH AND THE IVANHOE CAFÉ #2

Thursday, September 19
 Bus departs Next at 9:50 am, returns about 1:30 pm
 Cost: \$20 members / \$25 guests

The first Polish immigrants came to Detroit during the 1840's. In 1872, 70 Polish families lived in the city. By 1907 when St. Hyacinth Church was founded, Detroit Poles numbered over 60,000 and the majority lived in the vicinity known as Poletown. In 1907 St. Hyacinth was established as the second parish to derive from Poletown's original Roman Catholic Church, St. Albertus. It was named after a thirteenth century Polish Dominican. On May 25, 1924, parishioners dedicated/consecrated this Romanesque Revival and Byzantine style church, designed by Detroit architects Donaldson and Meier. Today St. Hyacinth is considered the most active of all of Poletown's Catholic parishes, and continues to remain a stronghold for Polonia and a true gem on the east side of Detroit. Enjoy a 45 minute guided tour of this magnificent sanctuary. Following the tour, enjoy a family style lunch on your own (\$21 per person) at the Ivanhoe Café. The lunch includes perch, potato pancakes, pierogis, grilled kielbasa, french fries, and slaw. The Ivanhoe Café, Detroit, celebrating over 100 family owned years, is home to the world famous Polish Yacht Club.

**ST. JOHN ARMENIAN APOSTOLIC ORTHODOX CHURCH -
 SANCTUARY / MUSEUM TOUR & LUNCHEON**

Wednesday, September 25 (Please register by September 10)
 Bus departs Next at 9:15 am, returns about 2:30 pm
 Cost: \$45 members / \$50 guests

"The Church with the Golden Dome", has invited us to experience their traditions, learn about their community, and this ancient culture. The church that started in Detroit, recently celebrated its 85th anniversary with Very Reverend Father Aren Jebejian. Father Garabed Kochakian, Master of Armenian Art and Architecture will guide a mesmerizing tour of the sanctuary, musically accompanied by Sacred Music Director



DAY TRIPS

Rubik Mailian. Tour the Alex and Marie Manoogian museum, the largest Armenian museum in North America with Lucy Ardash, Director. Models will be showcasing authentic costumes from the 13th to 19th century, as part of their "Heritage Collection". Armenian relics from this museum were recently shared at the Metropolitan Museum of Art in New York. After the tour, savor a traditional Armenian buffet luncheon. This trip is always a favorite, and fills up quickly, don't miss your opportunity!

JOHN K. KING BOOKS & LOS GALANES LUNCH #2

Thursday, October 3

Bus departs Next at 10:00 am, returns about 1:30 pm

Cost: \$15 members / \$ 20 guests

John K. King Used & Rare Books hardly needs an introduction to any readers in Metro Detroit. Located in a former four-story factory at Lafayette and the Lodge Expressway for thirty years, the million-book collection is the biggest in Michigan and among the largest in the United States. John King Books has long been popular destination for local bibliophiles as well as tourists, and boasts four floors containing over a million titles of used and rare books. You will have 1 and ½ hours to browse the bookstore as you choose. Maps of the building will be provided on the day of the trip. After enjoy lunch on your own at one of Mexicantown's anchor restaurants, Los Galanes. Los Galanes offers a full menu of authentic dishes, all accompanied by warm tortillas made right in the front window.

FRANKLIN CIDER MILL

Wednesday, October 9

Bus departs Next at 11:00 am, returns about 12:30 pm

Cost: \$10 member / \$15 guests

It's that time of year once again. The season that we all know and love so well as Michigander's. The harvest air is crisp, apples are abundant, and nothing sounds better than fresh cider and warm donut's! This calls for a trip to Franklin Cider Mill. While we are there you can pick up traditional baked goods, nuts, preserves, jams/jellies, the highly sought after Stakish honey, and possibly even a caramel apple. "Keep the Doctor away" with a ½ peck or a bushel of Michigan Honey Crisp, Crimson Crisp, Cortland, Empire, and Mackintosh. Leaves are falling, Autumn is calling!

CHARLES H. WRIGHT MUSEUM OF AFRICAN AMERICAN HISTORY & LUNCH AT JOE LOUIS SOUTHERN KITCHEN

Thursday, October 17

Bus departs Next at 10:30 am, returns about 2:45 pm

Cost: \$35 members / \$40 guests

Founded in 1965, the Charles H. Wright Museum houses over 35,000 artifacts and archival materials and a vision of a world

in which the adversity and achievement of African American history inspire everyone toward greater understanding, acceptance and unity! It is home to the Blanche Coggin Underground Railroad Collection, Harriet Tubman Museum, Coleman A. Young, and Sheffield Collections (a repository of documents of the labor movement in Detroit). Spend two hours on a self-guided, mind opening, life changing exploration and celebration of African American history and culture. View The Ford Freedom Rotunda and the Ring of Genealogy, and experience the museum's 22,000 square foot, interactive core exhibit And Still We Rise, the largest single exhibition on African American history in existence. Photography is prohibited. After the museum enjoy lunch on your own, at Joe Louis Southern Kitchen. This all-day breakfast and brunch restaurant is a tribute to the world boxing champ, Joe Louis and includes a variety of meals Joe liked Himself. No matter what you order it's bound to be a knockout!

FEDERAL RESERVE TOUR & LUNCH AT HOPCAT DETROIT

Thursday, October 24

Bus departs Next at 9:50 am, returns about 1:45 pm

Cost: \$20 members / \$25 guests

SHOW US THE MONEY! Take a one hour guided tour of the Federal Reserve Bank of Chicago (Detroit Visitors Branch). The tour includes a discussion of the Federal Reserve System and a direct view into the cash department, which disburses currency to area banks. All visitors must show a government issued photo id prior to entering the branch. Following the tour, enjoy lunch on your own at HopCat, Detroit. NOT LIKE THE BIG CHAINS. There are some things you can expect at every HopCat: friendly faces, craft beer, and comfort food. Make sure to try the renowned OG Cosmik Fries!



FEATURE FILMS

Wednesday Evenings @ 5:00 pm

Cost: Complimentary members / \$5 guests - Please register!

September 4 – THE ONLY LIVING BOY IN NEW YORK

Thomas Webb's world soon comes crashing down when he learns that his father (Pierce Brosnan) is having an affair with a beautiful and seductive woman, Johanna (Kate Bekinsale). Determined to break up the relationship, Thomas winds up sleeping with her, launching a chain of events that will change everything that he thinks he knows about his family and himself. Rated R 1 hour 29 minutes

September 11 – LITTLE ITALY

Leo Campo (Hayden Christenson) and Nikki Angioli (Emma Roberts) are the respective son and daughter of rival New York pizzeria owners. Their parents' feud escalates even further when Leo and Nikki's longtime friendship blossoms into romance. Rated R 1 hour 42 minutes

September 18 – UNFROSTED

Unfrosted stars an ensemble cast that includes Seinfeld, Melissa McCarthy, Jim Gaffigan, Max Greenfield, Hugh Grant,

and Amy Schumer. The film is loosely based on the true story of the creation of Pop-Tarts toaster pastries. Rated PG13 1 hour 37 minutes

September 25 – THE DIRTY SOUTH

Sue Parker (Willa Holland) finds herself in a desperate battle to save her family's struggling bar, which is on the brink of collapse due to her father's neglect. When a handsome drifter (Shane West) comes to town, she sees him as the only chance to prevent the business from falling into the hands of a ruthless tycoon (Dermot Mullroney). However, her seemingly simple plan soon leads to larceny and lawlessness, with deadly consequences. Not Rated 1 hour 47 minutes

October 2 – MOTHER OF THE BRIDE

Stunned by her daughter's bombshell wedding announcement, Lana (Brooke Shields) soon faces another shock: the groom's father (Benjamin Bratt) is the man who broke her heart years ago. Rated TVPG 1 hour 28 minutes

October 9 – DAVID ATTENBOROUGH: A LIFE ON OUR PLANET

In his 93 years, Attenborough has visited every continent on the globe, exploring the wild places of the planet and documenting the living world in all its variety and wonder. But during his lifetime, Attenborough has also seen first-hand the monumental scale of humanity's impact on nature. Rated PG 1 hour 23 minutes

October 16 – OLD DADS

When a middle-aged father (Bill Burr) and his two best friends (Bobby Cannavale and Bokeem Woodbine) sell their company to a millennial, they soon find themselves out of step and behind the times as they struggle to navigate a changing world of culture, career and fatherhood. Rated R 1 hour 44 minutes

October 23 – THE MYSTERY OF MARILYN MONROE: THE UNHEARD TAPES

The Mystery of Marilyn Monroe: The Unheard Tapes is a 2022 American documentary film directed by Emma Cooper for Netflix. It is centered on the life and untimely death of American actress and cultural icon Marilyn Monroe and is told through archival footage and unseen interviews with friends of the star. Rated R 1 hour 41 minutes

October 30 – JUDY BLUME FOREVER

Trailblazing author Judy Blume's radical honesty changed the way millions of adolescent readers understood themselves, their sexuality, and what it meant to grow up. Rated 16+ 1 hour 37 minutes



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CARDS, TILES, COLLECTORS

NEW! SHANGHAI RUMMY

Tuesdays at 1:00 pm

Shanghai rum is a Rummy card game, based on gin rummy and a variation of Contract rummy played by 3 to 8 players. It is also known as California rummy. All skill levels welcome. For additional information contact Beverly Sankey at beverlyonline@comcast.net.

MAH JONGG

Mondays from 1:00 to 4:00 pm

Fridays from 1:00 to 3:00 pm

Come with your own Mah Jongg table partner or stop by the office to sign up if you would like to play. You must be able to play independently. If you are interested in joining a group, contact the Next office.

EUCHRE

Wednesdays from 10:00 am to 12:00 noon

All skill levels welcome. For additional information, contact Ed Schouten at Edward.schouten@gmail.com

DOUBLE DECK PINOCHLE

Wednesdays from 10:00 am to 12:00 noon

All skill levels welcome. For additional information, contact Ed Schouten at Edward.schouten@gmail.com

CANASTA

Tuesdays and Thursdays from 12:00 noon to 2:00 pm

Cost: Complimentary members / \$5 guests

Join fellow Next members to play Canasta. Play this unique and fun card game with a few competitive Next friends!

PINOCHLE...come and join the fun!

Mondays, Wednesdays and Fridays from 1:00 to 3:00 pm

All skill levels welcome. For additional information, contact Ed Schouten at edward.schouten@gmail.com.

SOCKI

Tuesdays from 12:30 to 3:00 pm

Socki is a card game for 2-8 players that plays like an open-faced gin rummy with a few unique twists. Join this group for a fun and exciting game that is easy to learn.

BINGO

Monday, September 16 and October 7, 21 at 1:00 pm

Admission cost: \$2 per card for members and guests

Join the fun for eight games of regular Bingo with your fellow Next members and their guests.

BRIDGE...for everyone at every level!

Duplicate Bridge - Mondays from 11:15 am to 2:30 pm

Facilitator Helen Cook can be reached at hccook1951@gmail.com.

Partners Bridge - Tuesdays from 12:30 to 3:30 pm

Come with your partner. Experienced players, please. For additional information, facilitators John and Elaine Hretz can be reached at 248-569-2336.

Duplicate Bridge - Fridays from 11:00 to 2:00 pm

For additional information, contact Facilitator Irv Feldman at 248-828-5346.

CHESS...JOIN THE FUN!

Tuesdays from 1:00 to 3:00 pm

Beginners to advanced players are invited to play!

CHESS LESSONS

Thursdays from 4:00 to 5:00 pm

Cost: Complimentary members / \$5 guests

Interested in learning the game of chess? Join members of the Chess Club to learn this game! For additional information, please contact Chris Dow at 248-647-0728.

CHESS CLUB

Thursdays from 5:00 to 7:00 pm

Cost: Complimentary members / \$5 guests

This club seeks to bring together people who have an interest in chess. Fellow Next members Chris Dow and Bruce Dobras will be teaching tactics and positioning. For additional information, please contact Chris Dow at 248-647-0728.

BIRMINGHAM STAMP CLUB

Tuesdays, September 3, 17 and October 1, 15 at 5:30 pm

For information contact Ken Rusch at 248-968-3505.

COIN CLUB

Wednesdays, September 18 and October 16 at 6:00 pm

For information contact Robert Beuter at 248-646-9657.

COMPUTER LAB & LESSONS

Cost for all computer instruction: \$5 for one hour or \$20 for 5 one-hour sessions. Members only.

We offer one-on-one computer instruction on one of our many computers by one of our talented instructors. Please contact the Next office to schedule an appointment and purchase your computer card. The Computer Lab will be available during Next business hours.

Congratulations to the winners of this year's Jigsaw Puzzle Tournament!





HEALTH & NUTRITION

BLOOD PRESSURE & BLOOD OXYGEN CLINIC

Monday, September 9th and October 7th from 11:00 am to 12:00 noon Cost: Complimentary - No appointment is required.

A trained healthcare professional will screen your blood pressure and blood oxygen levels.

MEDICARE/MEDICAID GUIDANCE

Are you new to Medicare or considering retirement? The Area Agency on Aging 1-B Medicare Medicaid Assistance Program (MMAP) provides unbiased help with Medicare and Medicaid — at no charge. Please call 800-803-7174 for more information. Counselors can help over the phone or you can make an appointment to meet with a MMAP counselor in person.

NUTRITION SUPPORT

Ensure Plus (vanilla or chocolate flavor) is offered at a reduced price with a physician's prescription and application. Please call the Next office for more information or to place your order.

PARKINSON'S SUPPORT GROUP

Mondays, September 9th and October 14th at 5:30 pm
The South Oakland County Parkinson's Support Group,

MEALS ON WHEELS

To get information on this program, call Western Oakland Meals on Wheels at 248-223-9160. We are looking for additional volunteers to help package and deliver meals. So, if you're available, please call Judy Murrell at 248-203-5281. Your help is needed and would be appreciated!

sponsored by the Michigan Parkinson's Foundation, is a group of people who meet to learn more about Parkinson's disease and the services available. This group brings together people with a common bond. So many people say, "And I thought I was the only one with this problem." Come for camaraderie, support, and learn from each other. Groups include people with PD, care partners, friends, families and health professionals. Facilitated by the Michigan Parkinson's Foundation. For more information call 248-419-7170.

YOUNGER ONSET DEMENTIA & ALZHEIMER'S CAREGIVER SUPPORT GROUP

At this time, there are no scheduled dates. Please contact Cindy Beller at 586-453-1909 for additional information. Presented by the Michigan Chapter of the Alzheimer's Association.

MEDICAL EQUIPMENT LOANS

Our loan closet contains wheelchairs, walkers, canes, bath benches, shower stools and commodes available for up to 3 months — and transport wheelchairs for 3 weeks — at no charge to members of Next. Guests pay a \$20 fee per item. Simply call to reserve the equipment you need.

NURSE ON CALL

This program offers information about health-related resources. Oakland County Health Department public health nurses answer questions regarding communicable diseases, immunizations, prescription assistance, nutrition and more. Call 800-848-5533 or email noc@oakgov.com.

EARLY STAGE MEMORY LOSS SUPPORT GROUP

The Alzheimer's Association offers support groups for people in early stages of Alzheimer's or related dementias. Care partners and family members are welcome to attend the virtual meetings. Please call 800-272-3900 for pre-assessment.

COMMUNITY HOUSING TOURS

Join us to tour local senior living communities. There are many wonderful options in the area and this is a great opportunity to gather information. You will be picked up and returned to Next and we will enjoy a complimentary lunch as part of the tour! Please call Next at 248-203-5270 to make a reservation if you would like to join us. **Next Tour To Be Announced!!!**



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SUPPORT SERVICES

INFORMATION ABOUT COMMUNITY RESOURCES

Support Services are available to Next members, seniors in the community, in-town and out-of-town family members, and care-givers. Come in or call with any questions; we are here to help with resources, information, and referrals in a wide range of areas.

Sandi Cassar and Pat Brooks in Support Services welcome you Monday through Thursday, 9:00 am to 4:00 pm and Friday, 9:00 am to 3:00 pm.

TRANSPORTATION

Curb-to-curb transportation service is available for seniors and disabled adults residing in Birmingham, Beverly Hills, Bingham Farms, and Franklin. Our friendly Next drivers will take you to medical, dental, personal appointments, shopping or activities at Next. Transportation hours are 8:30 am to 5:00 pm, Monday through Thursday — and 8:30 am to 2:00 pm on Fridays. For reservations, please call 248-203-5270 at least three working days in advance to request a ride.

LAWN MOWING & SNOW REMOVAL for Birmingham & Beverly Hills Residents

Lawn mowing and snow removal services are available for income-eligible seniors — and income-eligible disabled residents — in Birmingham and Beverly Hills funded under the Community Development Block Grant Program (CDBG). Enrollment is limited and only available as long as funding is available. Please call Sandi Cassar or Pat Brooks at Next for more information.

LET'S HEAR FROM YOU!

Support Services often refers Next members to reputable companies that provide services for home repairs, such as plumbing, electrical, handyman work, cleaning, etc. If you have a licensed and insured company to recommend, please call to share your contact. It's a great service to other Next and community members.

FINANCIAL ASSISTANCE

Michigan Seniors Benefits Enrollment Center can help find services and programs to ease the strain of a tough financial situation. All recommendations are based on individual situations. Call 800-347-5297 to discover what may be available.

MINOR HOME REPAIR for Beverly Hills & Birmingham Residents

Community Development Block Grant funds are available to assist income-eligible seniors — and income-eligible disabled residents — in Birmingham and Beverly Hills with minor home repairs. Please call Next Support Services for more information.

FOUNDATION FOR BIRMINGHAM SENIORS

The Foundation provides two forms of financial assistance to Birmingham senior residents who income-qualify. Please call us for more information.

- Funding for minor home repairs such as handrail installations, plumbing, roof, electrical work, etc. These funds do not need to be repaid.
- Interest-free loans for major home repairs such as replacing a roof, furnace, windows, etc. These no-interest loans are repaid after the sale of the home.

OAKLAND COUNTY EMERGENCY CELL PHONE PROGRAM

Cell phone distribution: Fridays from 9:00 am to 12:00 noon Oakland County Sheriff's Office, 1200 N. Telegraph Road, Building 38E, Pontiac MI 48341

Providing seniors with a mobile means of getting help in an emergency. For more information, please call 248-975-9700.

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ENRICHMENT

POPULAR READS BOOK CLUB

Mondays, September 9 and October 7 at 1:00 pm

Rebekah Craft, Director of the Baldwin Public Library, leads book discussions of popular books. The September book selection is *Go As A River* by Shelley Read – and the October selection is *Real Americans* by Rachel Khong. Register at Next — and Baldwin Public Library will provide the book.

NON-FICTION BOOK GROUP (via Zoom)

Tuesdays, September 10 and October 8 at 10:00 am

Facilitated by Jaclyn Miller, Associate Director of the Baldwin Public Library, join us to discuss *Solito: A Memoir* by Javier Zamora September, and *Extremely Online* by Taylor Lorenz in October. Register at Next and Baldwin Public Library will provide the book.

WOMEN'S ROUNDTABLE

Tuesdays at 11:00 am

Join us to get to know other women here at Next. This group will give women the opportunity to gather in the spirit of friendship and camaraderie.

MEN'S ROUNDTABLE

Wednesdays at 9:00 am

Men of Next gather together for an opportunity to enjoy each other's company.

WRITER'S CORNER

Thursdays, September 5, 19 and October 3, 17 from 9:30 am to 11:30 am

Join a diverse group of Next members who share a common interest in writing. Thanks to Sara Burnside for all of her dedication and leadership over the past years. For additional information, contact facilitator Bob Erlandson's email at rferlandson@gmail.com.

CURRENT EVENTS DISCUSSION GROUP

Fridays at 12:00 noon

With so much going on in the world today, it can be difficult to keep up with it all. Come join other members in this casual discussion group about current events.

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As a lifelong resident of Beverly Hills/Royal Oak/Troy, I can help guide you to everything you need to know—from services, restaurants, entertainment, and more.

A key component of selecting an agent is feeling comfortable with the person who is going to help you find your next home. Whether listing or buying, I listen, guide, and consult, but I will not tell you what to do. I will help empower you in this next phase of your life.

From the westernmost part of the Detroit area to the Detroit River, and all the way north of Clarkston, I am knowledgeable about the areas and able to tailor to what you want to do. My job is to listen to you, support you, and make this move as smooth as possible.



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STREAMING @ NEXT!

TILL – BAFTA Film Nominee

Tuesday, September 3 at 11:00 am

Cost: Complimentary members / \$5 guests

In this emotional true story, Mamie Till-Mobley relentlessly pursues justice for her 14 year old son who, in 1955, was lynched while in Mississippi. Length: 2 hours, 10 minutes Rated: PG13

I AM: CELINE DION – Documentary

Tuesday, September 17 at 11:00 am

Cost: Complimentary members / \$5 guests

Directed by Academy Award nominee Irene Taylor, I Am: Celine Dion gives us a raw and honest behind-the-scenes look at the iconic superstar's struggle with a life-altering illness. Serving as a love letter to her fans, this inspirational documentary highlights the music that has guided her life while also showcasing the resilience of the human spirit.

Length: 1 hour 42 minutes Rated: PG

JFKs Women –

The Scandals Revealed – Documentary

Tuesday, October 1 at 11:00 am

Cost: Complimentary members / \$5 guests

John F. Kennedy was arguably the most charismatic President of the 20th Century and with all that charm came a hidden life of reckless sexual adventure. He had a confirmed affair with Marilyn Monroe and at least five of his endeavors posed a potential threat to national security as some of them were thought to be Soviet spies. Discover the true story of John F. Kennedy's women. Length: 52 minutes

THE BLUE ANGELS – Documentary

Tuesday, October 15 at 11:00 am

Cost: Complimentary members / \$5 guests

The Blue Angels follows the newest class of the storied Navy and Marine Corps flight squadron through intense training and into a season of heart-stopping aerial artistry, and the veterans on the team who, this year, will take their final flights.

Length: 1 hour 32 minutes



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THANK YOU FOR SUPPORTING NEXT!

INDIVIDUAL / GROUP

Jody Brooks, George and Susan Dilgard, Christopher Doozan and Beata Lamparski, Kristi Hansen, Malcolm and June Hendy, Jim and Diana Mack, Judy Martens, Janet Stenger, Jon and Kathy Walgren, and Dr. W. Douglas Weaver.

PLANNED GIVING

Thank you Pat Meyers for making Next and healthy aging part of your legacy!

FROM THE NEXT STAFF - Thank you for making Next a great place to be!

Cris Braun, Executive Director
Kathleen Tillson, Office Supervisor
Sara Callender, Staff Assistant
Bev Singer, Staff Assistant
Susan Gwizdz, Marketing & Communications
Jolee Hentgen, Program Planner
Pam Hall, Program Planner
Sandy Catterall, Financial Administrator
Sandi Cassar, Support Services
Pat Brooks, Support Services
Kim Holmes, Facility Operations
Calvin Moss, Van Driver
Clement Travicz, Van Driver
Judy Murrell, Meals on Wheels

MEET OUR NEWEST MEMBERS

We continue to spread the word about Next membership and are pleased to introduce you to our newest members:

Patricia Bentley, Karen Dudek, Nancy Eisinger, Mike Elledge, Marc and Linda Garrison, Chester and Judith Guillmet, Barbara Hambleton, Samuel Hays, Marsha Hoffert, Jim and Kitty Kenning, Clifford and Anita King, Richard Koslowski and Pamela Stec, Mary Kuvari, Various Menzel, Ram Misra, Alla Molodtsova, Maxine Mondshine, Merrill Peterson, Trudy Quinlan, Chester Stempfen, Nan Tuttle, Mafalda Vallone, Michael Zalenko, and Sara Zimmerman.

WELCOME BACK

We are excited to catch up with those members who are reconnecting with Next:

Heather Armbruster, Stuart and Patty Bordman, Julie Busch, Lee Goodyear, Marybeth Grim, Carolyn Herman, Cornelius Koreman, Richard McMains, Susan Rosen and Irene Schmidt.

Spread the Word about what a great place Next is!



If you are on Facebook please take a moment to "Like" Next — Your Place to Stay Active & Connected.

Help spread the word about what a great place Next is!

POLICY REMINDERS

► Please pre-register for all Next programs. It helps us plan for seating, class materials and refreshments. No refunds given after a program or speaker presentation. We are not able to offer classes or programs on a prorated basis.

► For our new and existing members, the Next Member Policy Handbook is available on our website and in the office. Thank you for adhering to the Next member policies — and for your commitment to making Next the best place to stay active & connected!

► While Next is unable to endorse any of the products or services of our newsletter sponsors, we appreciate the support of these businesses.

Our condolences to the family and friends of...

Flo Hadley, Charlie Sanders and Robert Babcock

We are thinking of you...

Helen Butler, Pat Klein, Anita Malys, and Bernie Muench.

NEXT — YOUR PLACE TO STAY ACTIVE & CONNECTED IN SEPTEMBER 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2 LABOR DAY!	3 11:00 Streaming: Till 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being! 4:30 Pickleball 5:30 Stamp Club	4 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 1:00 Balanced Yoga for Wellness 1:00 Pinochle 1:30 Tennis - Mixed Doubles 2:30 Tai Chi Beginner 4:30 Pickleball 5:00 Movie: The Only Living Boy in New York	5 9:00 Low Impact Aerobics 9:30 Writer's Corner 9:30 Pottery Studio 9:30 Palette & Brush Club 12:00 Canasta 12:30 Pickleball 1:00 A Modern Wander Through the Ancient Mayan World 1:00 Bowling 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Picturing America with Wendy Evans	6 9:15 Friday Fitness 10:00 Limber Up 10:00 Tai Chi - Intermediate 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 1:30 Tennis - Mixed Doubles
9 9:00 Low Impact Aerobics 9:30 Stretch & Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:00 Blood Pressure & Blood Oxygen Clinic 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Popular Reads 1:00 Pinochle 1:00 Mah Jongg 3:00 Trivia Time! 3:30 Cardio Dance - New! 4:30 Pickleball 5:30 Parkinson's Support Group	10 10:00 Non-Fiction Book Club 10:00 Wonderful World of Watercolor 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being! 4:30 Pickleball	11 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Drumming 1:00 Pinochle 1:00 Balanced Yoga for Wellness 1:00 Basket Weaving 1:30 Tennis - Mixed Doubles 2:30 Tai Chi - Beginner 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Movie: Little Italy	12 9:00 Low Impact Aerobics 9:30 Pottery Studio 9:30 Palette & Brush Club 9:40 Dharma Gate Zen Center & Lunch at Ridley's Bakery & Cafe 10:00 Photography Club 11:00 Senior Life Advisor Council 12:00 Canasta 12:30 Pickleball 1:00 Bowling 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 No Lecture	13 9:15 Friday Fitness 10:00 Limber Up 10:00 Tai Chi - Intermediate 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Pinochle 1:00 Golf Classic to Benefit Next 1:00 Mah Jongg 1:30 Tennis - Mixed Doubles
16 9:00 Low Impact Aerobics 9:30 Stretch & Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Bingo 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball	17 10:00 Wonderful World of Watercolor 11:00 I Am: Celine Dion 11:00 Womens Roundtable 12:00 Importance of Sleep 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Preparing For Home Downsizing and an Upcoming Move 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being! 4:30 Pickleball 5:30 Stamp Club	18 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 10:30 The Belt Alley & Mootz Pizzeria 11:00 Cardio Ball Drumming 12:30 Getting Healthy/Staying Healthy 1:00 Pinochle 1:00 Balanced Yoga for Wellness 1:30 Tennis - Mixed Doubles 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Movie: Unfrosted 6:00 Coin Club	19 9:00 Low Impact Aerobics 9:30 Writer's Corner 9:30 Pottery Studio 9:30 Palette & Brush Club 9:50 Saint Hyacinth Church & The Ivanhoe Cafe 12:00 Canasta 12:30 Pickleball 1:00 Studio Art- Session 1 1:00 Bowling 1:30 Chair Yoga and Meditation 2:00 Skin Health 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: The Supreme Court in American Life	20 9:15 Friday Fitness 10:00 Limber Up 10:00 Fired & Fused 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Mah Jongg 1:00 Pinochle 1:30 Tennis - Mixed Doubles
23 9:00 Low Impact Aerobics 9:30 Stretch & Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball	24 10:00 Wonderful World of Watercolor 11:00 The History of Costume Jewelry 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being! 4:30 Pickleball	25 9:00 Men's Roundtable 9:15 St. John Armenian Church Tour & Luncheon 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Drumming 1:00 Pinochle 1:00 Balanced Yoga for Wellness 1:30 Tennis - Mixed Doubles 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Caribbean Carnival at Beverly Park 5:00 Movie: The Dirty South	26 9:00 Low Impact Aerobics 9:30 Pottery Studio 9:30 Palette & Brush Club 12:00 Canasta 12:30 Pickleball 1:00 Bowling 1:00 Songs You Love by Vanessa Carr 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Triumphs & Tragedies of Charles Lindbergh	27 9:15 Friday Fitness 10:00 Limber Up 10:00 Calligraphy- Pen & Ink 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Mah Jongg 1:00 Pinochle 1:30 Tennis - Mixed Doubles
30 9:00 Low Impact Aerobics 9:30 Stretch & Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball				

NEXT — YOUR PLACE TO STAY ACTIVE & CONNECTED IN OCTOBER 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1 10:00 Wonderful World of Watercolor Streaming: JFK's Women - The Scandals Revealed 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Emily Dickinson's Letter to the World 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being! 4:30 Pickleball 5:30 Stamp Club	2 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 1:00 Balanced Yoga for Wellness 1:00 Pinochle 1:30 Tennis - Mixed Doubles 2:30 Tai Chi - Beginner 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Movie: Mother of the Bride	3 9:00 Low Impact Aerobics 9:30 Writer's Corner 9:30 Pottery Studio 9:30 Palette & Brush Club 10:00 Health Expo & Flu Shot Clinic 10:00 John K. King Books & Los Galanes lunch 12:00 Canasta 12:00 Resolve to End Chronic Pain 12:00 Speaker & Flu Shots 12:30 Pickleball 1:00 Studio Art- Session 1 1:00 Bowling League 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Grace Centers of Hope	4 9:15 Friday Fitness 10:00 Limber Up 10:00 Tai Chi Intermediate 10:00 Calligraphy - Pen & Ink 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Mah Jongg 1:00 Pinochle 1:30 Tennis - Mixed Doubles
7 9:00 Low Impact Aerobics 9:30 Stretch and Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:00 Blood Pressure & Blood Oxygen Clinic 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Bingo 1:00 Pinochle 1:00 Popular Reads Book Club 1:00 Mah Jongg 3:00 Trivia Time! 3:30 Cardio Dance - New! 4:30 Partner Yoga Workshop 4:30 Pickleball	8 10:00 Wonderful World of Watercolor 10:00 Non-Fiction Book Club 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Chess 1:00 Shanghai Rummy 1:30 An Afternoon Concert of Movie Melodies 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being 4:30 Pickleball	9 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 11:00 Franklin Cider Mill 1:00 Pinochle 1:00 Balanced Yoga for Wellness 1:30 Tennis - Mixed Doubles 2:30 Tai Chi Beginner 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Movie: David Attenborough: A Life On Our Planet	10 9:00 Low Impact Aerobics 9:30 Pottery Studio 9:30 Palette & Brush Club 10:00 Photography Club 12:00 Canasta 12:30 Pickleball 1:00 Bowling League 1:00 The Wonders of Michigan Nature Just Outside Your Windows 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Tuskegee Airman's Account of WWII	11 9:15 Friday Fitness 9:15 DSO - Rhapsody in Blue 10:00 Limber Up 10:00 Tai Chi Intermediate 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Mah Jongg 1:00 Pinochle 1:30 Tennis - Mixed Doubles
14 9:00 Low Impact Aerobics 9:30 Stretch and Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball 5:30 Parkinson's Support Group	15 10:00 Wonderful World of Watercolor 11:00 The Blue Angels 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Hamtramck Then and Now 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being 4:30 Pickleball 5:30 Stamp Club	16 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 1:00 Pinochle 1:00 Balanced Yoga for Wellness 1:00 Basket Weaving 1:30 Tennis - Mixed Doubles 2:30 Tai Chi Beginner 3:30 Spanish Conversation for Cognitive Well-Being 4:30 Pickleball 5:00 Movie: Old Dads 6:00 Coin Club	17 9:00 Low Impact Aerobics 9:30 Writer's Corner 9:30 Pottery Studio 9:30 Palette & Brush Club 10:30 Charles H. Wright Museum & Joe Louis Southern Kitchen 12:00 Importance of Sleep 12:00 Canasta 12:30 Pickleball 1:00 Bowling League 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Russia - Ukraine War Assessment	18 9:15 Friday Fitness 10:00 Limber Up 10:00 Tai Chi - Intermediate 10:00 Fired & Fused 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Bingo 1:00 Mah Jongg 1:00 Pinochle 1:30 Tennis - Mixed Doubles
21 9:00 Low Impact Aerobics 9:30 Stretch and Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Bingo 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball	22 10:00 Wonderful World of Watercolor 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Prescription Drug Disposal 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being 4:30 Pickleball	23 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 1:00 Balanced Yoga for Wellness 1:00 Pinochle 1:30 Tennis - Mixed Doubles 2:30 Tai Chi - Beginner 4:30 Pickleball 5:00 Movie: The Mystery of Marilyn Monroe: The Unheard Tapes	24 9:00 Low Impact Aerobics 9:30 Pottery Studio 9:30 Palette & Brush Club 9:50 Federal Reserve Tour & Hopcat Lunch 12:00 Canasta 12:30 Pickleball 1:00 Bowling League 1:00 Navigating Aging with Laughter 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Magic Mushrooms: Breakthrough or Disaster	25 9:15 Friday Fitness 9:15 DSO - Music of the Knights 10:00 Limber Up 10:00 Tai Chi - Intermediate 11:00 Duplicate Bridge 12:00 Current Events 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 1:30 Tennis - Mixed Doubles
28 9:00 Low Impact Aerobics 9:30 Stretch and Relax 10:00 Limber Up 10:00 Knitting & Crocheting 10:15 Line Dancing 11:15 Duplicate Bridge 12:30 Pickleball 1:00 Pinochle 1:00 Mah Jongg 3:30 Cardio Dance - New! 4:30 Pickleball	29 10:00 Wonderful World of Watercolor 11:00 Womens Roundtable 12:00 Canasta 12:30 Socki 12:30 Partners Bridge 1:00 Exercises to Help Prevent Falls and Improve Balance 1:00 Chess 1:00 Shanghai Rummy 1:30 Chair Yoga and Meditation 2:30 Tuesday Jazz 4:00 Yoga For Well Being 4:30 Pickleball	30 9:00 Men's Roundtable 9:15 Flow Yoga 10:00 Limber Up 10:00 Double Deck Pinochle 10:00 Euchre 10:00 Needle Arts Open Studio 11:00 Cardio Ball Drumming 1:00 Balanced Yoga for Wellness 1:00 Pinochle 1:30 Tennis - Mixed Doubles 2:30 Tai Chi - Beginner 4:30 Pickleball 5:00 Movie: Judy Blume Forever	31 9:00 Low Impact Aerobics 9:30 Pottery Studio 9:30 Palette & Brush Club 12:00 Canasta 12:30 Pickleball 1:00 Bowling League 1:00 Halloween Social 1:00 Studio Art- Session 1 1:30 Chair Yoga and Meditation 4:00 Chess Lessons 4:30 Pickleball 5:00 Chess Club 6:00 Lecture: Cows at the Opera House	



Your Place to Stay Active & Connected

2121 Midvale Street • Birmingham, MI 48009-1509
248-203-5270 • www.BirminghamNext.org

JOIN US FOR THE GOLF CLASSIC TO BENEFIT NEXT...HAWAIIAN STYLE!

Friday, September 13 at Springdale Golf Course

- 1:00 pm Silent Auction and Registration
- 2:00 pm Shotgun Start



Cost per person:
\$125 includes golf, cart, evening activities

\$30 dinner only, evening activities

ACTIVITY

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Next does not discriminate on the basis of disability in admission or access to its programs, activities or services as required by Title II of the American Disabilities Act of 1990 and is an Equal Opportunity Provider and Employer.

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Monday through Thursday
from 8:30 am to 7:30 pm
Friday
from 8:30 am to 3:00 pm

HOLIDAY HOURS

Next will be closed to observe holidays. Be sure to check calendars for specific dates and times.

MEMBERSHIP DUES

Residents of Birmingham, Bingham Farms, Beverly Hills, and Franklin
\$55/year Single Membership
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\$80/year Single Membership
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GORDON ADVISORS, PC
1301 W LONG LAKE ROAD, STE 200
TROY, MI 48098

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

|||||



January 11, 2022

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2020 Exempt Organization return, as follows...

2020 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2021

Prepared For:

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

Prepared By:

GORDON ADVISORS, PC
1301 W Long Lake Road, Ste 200
Troy, MI 48098

Due Date:

May 16, 2022

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 16, 2022

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-0047

For calendar year 2020, or fiscal year beginning JUL 1, 2020, and ending JUN 30, 2021**2020**Department of the Treasury
Internal Revenue Service▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

Name of exempt organization or person subject to tax

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Taxpayer identification number

38-2280601

Name and title of officer or person subject to tax

**LORI SOIFER
PRESIDENT****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, or 7a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, or 7b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ ☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>817,730.</u>
2a Form 990-EZ check here ▶ ☐	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ ☐	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ ☐	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here ▶ ☐	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here ▶ ☐	b Total tax (Form 4720, Part III, line 1)	7b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above organization or ☐ I am a person subject to tax with respect to (name of organization) _____, (EIN) _____ and that I have examined a copy

of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize GORDON ADVISORS, PC to enter my PIN 02013
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

38625146736

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2020)

EXTENDED TO MAY 16, 2022

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020Open to Public
Inspection**A** For the 2020 calendar year, or tax year beginning **JUL 1, 2020** and ending **JUN 30, 2021****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Doing business as **NEXT - YOUR PLACE TO STAY ACTIVE**

Number and street (or P.O. box if mail is not delivered to street address)

2121 MIDVALE STREET

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

BIRMINGHAM, MI 48009**F** Name and address of principal officer: **LORI SOIFER****2121 MIDVALE STREET, BIRMINGHAM, MI 48009****D** Employer identification number**38-2280601****E** Telephone number**248-203-5270****G** Gross receipts \$**822,859.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.BIRMINGHAMNEXT.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1981****M** State of legal domicile: **MI****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND COORDINATING COMMUNITY RESOURCES	
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	19
	4	Number of independent voting members of the governing body (Part VI, line 1b)	19
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	15
	6	Total number of volunteers (estimate if necessary)	300
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 240,083. Current Year 357,057.
	9	Program service revenue (Part VIII, line 2g)	322,386. 279,823.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	72,879. 178,779.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-423. 2,071.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	634,925. 817,730.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0. 0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0. 0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	347,712. 288,391.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0. 0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 50,738.	
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	210,950. 161,696.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	558,662. 450,087.
19	Revenue less expenses. Subtract line 18 from line 12	76,263. 367,643.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 2,016,539. End of Year 2,681,974.
	21	Total liabilities (Part X, line 26)	102,779. 97,021.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,913,760. 2,584,953.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	LORI SOIFER, PRESIDENT Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KEVIN E. KLEIN, CPA	Preparer's signature	Date	Check ☐ if self-employed	PTIN P00539501
	Firm's name ▶ GORDON ADVISORS, PC	Firm's EIN ▶ 38-2656556	Phone no. 248-952-0200		
	Firm's address ▶ 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098				

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

032001 12-23-20

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2020)SEE SCHEDULE O FOR ORGANIZATION **8B** ION STATEMENT CONTINUATION

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Form 990 (2020)

38-2280601 Page **2**

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND
COORDINATING COMMUNITY RESOURCES TO PROVIDE EDUCATIONAL, RECREATIONAL
AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SERVICES AND VOLUNTEER
OPPORTUNITIES.**

2 Did the organization undertake any significant program services during the year which were not listed on the
prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and
revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **303,949.** including grants of \$) (Revenue \$ **279,823.**)
EDUCATION, OUTREACH AND TRANSPORTATION TO OLDER ADULTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **303,949.**

Form **990** (2020)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2020)

38-2280601 Page **3**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

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Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	6
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 15		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b If "Yes," enter the name of the foreign country			
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7 Organizations that may receive deductible contributions under section 170(c).			
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X	
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9 Sponsoring organizations maintaining donor advised funds.			
a Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10 Section 501(c)(7) organizations. Enter:			
a Initiation fees and capital contributions included on Part VIII, line 12	10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11 Section 501(c)(12) organizations. Enter:			
a Gross income from members or shareholders	11a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
a Is the organization licensed to issue qualified health plans in more than one state?	13a		
Note: See the instructions for additional information the organization must report on Schedule O.			
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c Enter the amount of reserves on hand	13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15		X
If "Yes," see instructions and file Form 4720, Schedule N.			
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		X
If "Yes," complete Form 4720, Schedule O.			

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a	19	
b Enter the number of voting members included on line 1a, above, who are independent	1b	19	
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6	X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15a	X	
b Other officers or key employees of the organization	15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **►MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**
SANDRA CATTERALL - 248-203-5274
2121 MIDVALE STREET, BIRMINGHAM, MI 48009

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) CHRISTINE BRAUN EXECUTIVE DIRECTOR	40.00			X				42,958.	36,529.	0.
(2) GREG BURRY PAST PRESIDENT	2.00	X		X				0.	0.	0.
(3) PAUL BUCKLES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(4) LORI SOIFER PRESIDENT	2.00	X		X				0.	0.	0.
(5) DONALD BRUNDIRKS TREASURER	2.00	X		X				0.	0.	0.
(6) MARCIA WILKINSON SECRETARY	2.00	X		X				0.	0.	0.
(7) SANDY DEBICKI BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(8) GEORGE DILGARD BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(9) STUART JEFFARES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(10) KATHI JONES-CUTLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(11) BOB KOENIGSKNECHT BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(12) JULIE MANDICH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(13) ELAINE MCLAIN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(14) ED PUGH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(15) JAY REYNOLDS VICE PRESIDENT	2.00	X		X				0.	0.	0.
(16) DAVID UNDERDOWN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(17) W. DOUGLAS WEAVER, M.D. BOARD OF DIRECTORS	2.00	X						0.	0.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) GORDON RINSCHLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(19) EILEEN PULKER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(20) JOE VALENTINE BOARD OF DIRECTORS	2.00	X						0.	0.	0.
1b Subtotal								42,958.	36,529.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								42,958.	36,529.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b	56,780.				
	c Fundraising events	1c	13,883.				
	d Related organizations	1d					
	e Government grants (contributions)	1e	65,939.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	220,455.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f				357,057.		
Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code					
		624110		279,823.	279,823.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f				279,823.		
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			43,683.			43,683.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real (ii) Personal				
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7b	0.				
	c Gain or (loss)	7c	135,096.				
	d Net gain or (loss)			135,096.			135,096.
	8 a Gross income from fundraising events (not including \$ 13,883. of contributions reported on line 1c). See Part IV, line 18	8a	7,200.				
	b Less: direct expenses	8b	5,129.				
	c Net income or (loss) from fundraising events			2,071.			2,071.
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions				817,730.	279,823.	0.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	43,288.	14,285.	14,285.	14,718.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	224,573.	165,632.	36,653.	22,288.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	20,530.	13,790.	3,905.	2,835.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	5,618.		5,618.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	17,690.		17,690.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch. O.)	44,790.	44,790.		
12 Advertising and promotion				
13 Office expenses	20,805.	14,563.	2,081.	4,161.
14 Information technology				
15 Royalties				
16 Occupancy	13,466.	8,080.	4,039.	1,347.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	2,595.	1,297.	1,298.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	9,942.	7,375.	1,565.	1,002.
23 Insurance	6,464.	1,293.	4,525.	646.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a VEHICLE EXPENSE	21,618.	21,618.		
b PRINTING AND POSTAGE	18,708.	11,226.	3,741.	3,741.
c _____				
d _____				
e All other expenses _____				
25 Total functional expenses. Add lines 1 through 24e	450,087.	303,949.	95,400.	50,738.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	170,377.	1	
	2 Savings and temporary cash investments	20,186.	2	418,146.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	32,139.	4	13,043.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	25.	9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	304,425.		
	b Less: accumulated depreciation	264,239.		
	11 Investments - publicly traded securities	47,357.	10c	40,186.
	12 Investments - other securities. See Part IV, line 11	1,746,455.	11	2,210,599.
	13 Investments - program-related. See Part IV, line 11		12	
	14 Intangible assets		13	
	15 Other assets. See Part IV, line 11		14	
16 Total assets. Add lines 1 through 15 (must equal line 33)	2,016,539.	15		
Liabilities	17 Accounts payable and accrued expenses	2,016,539.	16	2,681,974.
	18 Grants payable	17,529.	17	11,290.
	19 Deferred revenue		18	
	20 Tax-exempt bond liabilities	19,311.	19	15,732.
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		20	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		21	
	23 Secured mortgages and notes payable to unrelated third parties		22	
	24 Unsecured notes and loans payable to unrelated third parties		23	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	65,939.	24	
	26 Total liabilities. Add lines 17 through 25	102,779.	25	69,999.
Net Assets or Fund Balances	27 Net assets without donor restrictions	102,779.	26	97,021.
	28 Net assets with donor restrictions			
	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	29 Capital stock or trust principal, or current funds	1,893,805.	27	2,560,273.
	30 Paid-in or capital surplus, or land, building, or equipment fund	19,955.	28	24,680.
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	31 Retained earnings, endowment, accumulated income, or other funds		29	
	32 Total net assets or fund balances		30	
	33 Total liabilities and net assets/fund balances	1,913,760.	31	2,584,953.
		2,016,539.	32	2,681,974.

Form **990** (2020)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	817,730.
2	Total expenses (must equal Part IX, column (A), line 25)	2	450,087.
3	Revenue less expenses. Subtract line 2 from line 1	3	367,643.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,913,760.
5	Net unrealized gains (losses) on investments	5	303,550.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	2,584,953.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

		Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

Form **990** (2020)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2020 COORDINATING COUNCIL

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	196,630.	264,539.	286,353.	240,083.	357,056.	1344661.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	295,787.	289,336.	294,452.	290,289.	292,584.	1462448.
4 Total. Add lines 1 through 3	492,417.	553,875.	580,805.	530,372.	649,640.	2807109.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						20,141.
6 Public support. Subtract line 5 from line 4.						2786968.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4	492,417.	553,875.	580,805.	530,372.	649,640.	2807109.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	37,862.	77,638.	55,062.	72,879.	43,683.	287,124.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	-7,107.	-3,973.	-4,385.	-423.	2,071.	-13,817.
11 Total support. Add lines 7 through 10						3080416.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f))	14	90.47 %
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	91.34 %
16a 33 1/3% support test - 2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☒
b 33 1/3% support test - 2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
17a 10% -facts-and-circumstances test - 2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
b 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Schedule A (Form 990 or 990-EZ) 2020

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2020 COORDINATING COUNCIL

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described in line 11a above?		
11b		
c A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

BIRMINGHAM AREA SENIORS

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2020

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2020 COORDINATING COUNCIL

38-2280601 Page 7

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**Section D - Distributions**

		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2020 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

Schedule A (Form 990 or 990-EZ) 2020

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2020

COORDINATING COUNCIL

38-2280601 Page 8

Part VI

Supplemental Information.

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Supplemental information area with horizontal lines for text entry.

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL	Employer identification number 38-2280601
---	---

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$ 15,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$ 20,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	DOROTHY COODES 18439 SAXON DR BEVERLY HILLS, MI 48025	\$ 75,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	SBA 403 3RD STREET, SW WASHINGTON, DC 20416	\$ 65,939.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601**Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020**Open to Public Inspection****Name of the organization** **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL****Employer identification number**
38-2280601**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2020

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2020.05020 BIRMINGHAM AREA SENIORS C 02013.01

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** ☐ Public exhibition **d** ☐ Loan or exchange program
- b** ☐ Scholarly research **e** ☐ Other _____
- c** ☐ Preservation for future generations
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|-----------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,746,455.	1,689,131.	1,607,093.	1,498,305.	1,379,888.
b Contributions				10,025.	
c Net investment earnings, gains, and losses	481,834.	72,546.	96,456.	111,113.	136,433.
d Grants or scholarships					
e Other expenditures for facilities and programs					5,540.
f Administrative expenses	17,690.	15,222.	14,418.	12,350.	12,476.
g End of year balance	2,210,599.	1,746,455.	1,689,131.	1,607,093.	1,498,305.

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a** Board designated or quasi-endowment ☒ 100 %
- b** Permanent endowment ☐ %
- c** Term endowment ☐ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|-----------|----------|
| (i) Unrelated organizations | | X |
| (ii) Related organizations | | X |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ☐ | 3b | |
- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		304,425.	264,239.	40,186.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				40,186.

Schedule D (Form 990) 2020

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule D (Form 990) 2020

38-2280601 Page **3**

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) PAYCHECK PROTECTION PROGRAM	69,999.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	69,999.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Schedule D (Form 990) 2020

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING, CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD OF DIRECTORS OF THE ORGANIZATION.

PART X, LINE 2:

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Part XIII Supplemental Information *(continued)*

REQUIRE THE ORGANIZATION TO EVALUATE TAX POSITIONS TAKEN BY THE
ORGANIZATION AND RECOGNIZE A TAX LIABILITY IF THE ORGANIZATION HAS TAKEN
AN UNCERTAIN POSITION THAT MORE LIKELY THAN NOT WOULD NOT BE SUSTAINED
UPON EXAMINATION BY THE IRS OR OTHER APPLICABLE TAXING AUTHORITIES.
MANAGEMENT HAS ANALYZED THE TAX POSITIONS TAKEN BY THE ORGANIZATION AND
HAS CONCLUDED THAT AS OF JUNE 30, 2021, THERE ARE NO UNCERTAIN POSITIONS
TAKEN OR EXPECTED TO BE TAKEN THAT WOULD REQUIRE RECOGNITION OF A
LIABILITY OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ **Attach to Form 990 or Form 990-EZ.**

► Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

Part I

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a** ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?

☐ Yes☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

BIRMINGHAM AREA SENIORS

Schedule G (Form 990 or 990-EZ) 2020 COORDINATING COUNCIL

38-2280601 Page 2

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		GOLF OUTING (event type)	OTHER MISC (event type)	NONE (total number)	
Revenue	1 Gross receipts	17,395.	3,688.		21,083.
	2 Less: Contributions	10,195.	3,688.		13,883.
	3 Gross income (line 1 minus line 2)	7,200.			7,200.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs	2,785.			2,785.
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	2,344.			2,344.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				5,129.
11 Net income summary. Subtract line 10 from line 3, column (d)				2,071.	

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
	2 Cash prizes				
Direct Expenses	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
6 Volunteer labor	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No		
7 Direct expense summary. Add lines 2 through 5 in column (d)					
8 Net gaming income summary. Subtract line 7 from line 1, column (d)					

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

BIRMINGHAM AREA SENIORS

Schedule G (Form 990 or 990-EZ) 2020 **COORDINATING COUNCIL**

38-2280601 Page **3**

- 11** Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13** Indicate the percentage of gaming activity conducted in:
- | | | |
|--------------------------------------|------------|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14** Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶ _____

Address ▶ _____

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ _____ and the amount of gaming revenue retained by the third party ▶ \$ _____

c If "Yes," enter name and address of the third party:

Name ▶ _____

Address ▶ _____

- 16** Gaming manager information:

Name ▶ _____

Gaming manager compensation ▶ \$ _____

Description of services provided ▶ _____

☐ Director/officer ☐ Employee ☐ Independent contractor

- 17** Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV	Supplemental Information <i>(continued)</i>
----------------	--

032084 04-01-20

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number
38-2280601

FORM 990, PART I, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE
OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

MEMBERS ELECT BOARD OF DIRECTORS. MEMBERS ARE FREE TO ATTEND MEETINGS WHERE
THEY CAN NOMINATE AND VOTE ON THE BOARD OF DIRECTORS

FORM 990, PART VI, SECTION B, LINE 11B:

EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990
BEFORE ACTUAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,
VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND
UPDATED AS APPROPRIATE.

FORM 990, PART VI, SECTION B, LINE 15A:

EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL
BY THE EXECUTIVE BOARD, AND COMPARISON OF SALARIES WITH OTHER SENIOR

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) 2020

032211 11-20-20

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.

FORM 990, PART VI, SECTION C, LINE 19:

**THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL
STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.**

GORDON ADVISORS, PC
1301 W LONG LAKE ROAD, STE 200
TROY, MI 48098

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

|||||



January 26, 2021

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2019 Exempt Organization return, as follows...

2019 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2020

Prepared For:

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

Prepared By:

GORDON ADVISORS, PC
1301 W Long Lake Road, Ste 200
Troy, MI 48098

Due Date:

May 17, 2021

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 17, 2021

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

Department of the Treasury
Internal Revenue ServiceFor calendar year 2019, or fiscal year beginning JUL 1, 2019, and ending JUN 30, 2020**2019**▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

Name of exempt organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601

Name and title of officer

**LORI SOIFER
PRESIDENT****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ ☒	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>634,925.</u>
2a Form 990-EZ check here ▶ ☐	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ ☐	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ ☐	b Balance Due (Form 8868, line 3c)	5b _____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize GORDON ADVISORS, PC to enter my PIN 02013
ERO firm name Enter five numbers, but
do not enter all zeros

as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

38625146736**Do not enter all zeros**

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2019)

923051 10-03-19

19180126 131861 02013.000

8B
2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

EXTENDED TO MAY 17, 2021

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2019

Open to Public Inspection

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2019 calendar year, or tax year beginning JUL 1, 2019 and ending JUN 30, 2020

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL		D Employer identification number 38-2280601
	Doing business as NEXT - YOUR PLACE TO STAY ACTIVE		E Telephone number 248-203-5270
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 635,348.
	2121 MIDVALE STREET		H(a) Is this a group return for subordinates? ☐ Yes ☒ No
	City or town, state or province, country, and ZIP or foreign postal code BIRMINGHAM, MI 48009		H(b) Are all subordinates included? ☐ Yes ☐ No If "No," attach a list. (see instructions)
F Name and address of principal officer: LORI SOIFER 2121 MIDVALE STREET, BIRMINGHAM, MI 48009			H(c) Group exemption number ▶
I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527			
J Website: WWW.BIRMINGHAMNEXT.ORG			
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶			L Year of formation: 1981 M State of legal domicile: MI

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND COORDINATING COMMUNITY RESOURCES		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	16
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	16
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	15
	6 Total number of volunteers (estimate if necessary)	6	300
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 39	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	286,353.	240,083.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	338,510.	322,386.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	55,062.	72,879.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-4,385.	-423.
	675,540.	634,925.	
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	342,623.	347,712.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 53,854.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	239,771.	210,950.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	582,394.	558,662.
19 Revenue less expenses. Subtract line 18 from line 12	93,146.	76,263.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	1,903,427.	2,016,539.
	22 Net assets or fund balances. Subtract line 21 from line 20	66,045.	102,779.
		1,837,382.	1,913,760.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	LORI SOIFER, PRESIDENT				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	KEVIN E. KLEIN, CPA				P00539501
	Firm's name ▶ GORDON ADVISORS, PC	Firm's EIN ▶ 38-2656556			
	Firm's address ▶ 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098		Phone no. 248-952-0200		

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

932001 01-20-20

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2019)SEE SCHEDULE O FOR ORGANIZATION **8B** STATEMENT CONTINUATION

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Form 990 (2019)

38-2280601 Page **2**

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND
COORDINATING COMMUNITY RESOURCES TO PROVIDE EDUCATIONAL, RECREATIONAL
AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SERVICES AND VOLUNTEER
OPPORTUNITIES.**

2 Did the organization undertake any significant program services during the year which were not listed on the
prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and
revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **401,523.** including grants of \$) (Revenue \$ **322,386.**)
EDUCATION, OUTREACH AND TRANSPORTATION TO OLDER ADULTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **401,523.**

Form **990** (2019)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

38-2280601 Page **3**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

38-2280601 Page **4**

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	10
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 15		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12 10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders 11a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?		
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c Enter the amount of reserves on hand 13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?		X
If "Yes," see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		X
If "Yes," complete Form 4720, Schedule O.		

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	1a	16	
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b Enter the number of voting members included on line 1a, above, who are independent	1b	16	
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6	X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15a	X	
b Other officers or key employees of the organization	15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **►MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**
SANDRA CATTERALL - 248-203-5274
2121 MIDVALE STREET, BIRMINGHAM, MI 48009

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) GREG BURRY PAST PRESIDENT	2.00	X		X				0.	0.	0.
(2) PAUL BUCKLES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(3) LORI SOIFER PRESIDENT	2.00	X		X				0.	0.	0.
(4) DONALD BRUNDIRKS TREASURER	2.00	X		X				0.	0.	0.
(5) MARCIA WILKINSON SECRETARY	2.00	X		X				0.	0.	0.
(6) SANDY DEBICKI BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(7) GEORGE DILGARD BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(8) STUART JEFFARES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(9) KATHI JONES-CUTLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(10) BOB KOENIGSKNECHT BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(11) JULIE MANDICH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(12) ELAINE MCLAIN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(13) ED PUGH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(14) JAY REYNOLDS VICE PRESIDENT	2.00	X		X				0.	0.	0.
(15) DAVID UNDERDOWN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(16) W. DOUGLAS WEAVER, M.D. BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(17) CHRISTINE BRAUN EXECUTIVE DIRECTOR	40.00			X				36,518.	0.	36,529.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								36,518.	0.	36,529.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								36,518.	0.	36,529.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b	55,445.				
	c Fundraising events	1c	10,627.				
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	174,011.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f						
Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code 624110		322,386.	322,386.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			322,386.			
	Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			72,879.		
4 Income from investment of tax-exempt bond proceeds							
5 Royalties							
6 a Gross rents		6a	(i) Real (ii) Personal				
b Less: rental expenses ...		6b					
c Rental income or (loss)		6c					
d Net rental income or (loss)							
7 a Gross amount from sales of assets other than inventory		7a	(i) Securities (ii) Other				
b Less: cost or other basis and sales expenses		7b					
c Gain or (loss)		7c					
d Net gain or (loss)							
8 a Gross income from fundraising events (not including \$ 10,627. of contributions reported on line 1c). See Part IV, line 18		8a	0.				
b Less: direct expenses		8b	423.				
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19		9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions			634,925.	322,386.	0.	72,456.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☒ **X**

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	38,321.	12,646.	12,646.	13,029.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	284,681.	220,092.	40,652.	23,937.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	24,710.	17,804.	4,077.	2,829.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	5,600.		5,600.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	15,222.		15,222.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	69,250.	69,250.		
12 Advertising and promotion				
13 Office expenses	25,317.	17,722.	2,532.	5,063.
14 Information technology				
15 Royalties				
16 Occupancy	28,117.	16,870.	8,435.	2,812.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	2,844.	1,422.	1,422.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	14,779.	10,964.	2,325.	1,490.
23 Insurance	9,468.	1,894.	6,627.	947.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a VEHICLE EXPENSE	21,618.	21,618.		
b PRINTING AND POSTAGE	18,735.	11,241.	3,747.	3,747.
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	558,662.	401,523.	103,285.	53,854.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

**BIRMINGHAM AREA SENIORS
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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	112,127.	1	170,377.
	2 Savings and temporary cash investments	17,318.	2	20,186.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	36,721.	4	32,139.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	1,730.	9	25.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	301,655.		
	b Less: accumulated depreciation	254,298.		
		46,400.	10c	47,357.
	11 Investments - publicly traded securities	1,689,131.	11	1,746,455.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11		15		
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,903,427.	16	2,016,539.	
Liabilities	17 Accounts payable and accrued expenses	35,912.	17	17,529.
	18 Grants payable		18	
	19 Deferred revenue	30,133.	19	19,311.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	25	65,939.
	26 Total liabilities. Add lines 17 through 25	66,045.	26	102,779.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,814,063.	27	1,893,805.
	28 Net assets with donor restrictions	23,319.	28	19,955.
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	1,837,382.	32	1,913,760.
	33 Total liabilities and net assets/fund balances	1,903,427.	33	2,016,539.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	634,925.
2	Total expenses (must equal Part IX, column (A), line 25)	2	558,662.
3	Revenue less expenses. Subtract line 2 from line 1	3	76,263.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,837,382.
5	Net unrealized gains (losses) on investments	5	115.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,913,760.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

		Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

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SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	235,813.	196,630.	264,539.	286,353.	240,083.	1223418.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	286,975.	295,787.	289,336.	294,452.	290,289.	1456839.
4 Total. Add lines 1 through 3	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						10,599.
6 Public support. Subtract line 5 from line 4.						2669658.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	19,841.	37,862.	77,638.	55,062.	72,879.	263,282.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	-4,742.	-7,107.	-3,973.	-4,385.	-423.	-20,630.
11 Total support. Add lines 7 through 10						2922909.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						► ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	91.34 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	90.97 %
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		► ☒
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		► ☐
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		► ☐
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		► ☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		► ☐

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

BIRMINGHAM AREA SENIORS

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019

COORDINATING COUNCIL

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Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Supplemental information area with horizontal lines for text entry.

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	BEAUMONT HEALTH SYSTEMS 37411 W. 13 MILE ROAD ROYAL OAK, MI 48073	\$ 7,500.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$ 15,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	MRS. JOHN ROSSO 1122 COLE STREET BIRMINGHAM, MI 48009	\$ 5,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$ 15,600.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	DAVID UNDERDOWN 437 SUFFIELD BIRMINGHAM, MI 48009	\$ 5,900.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
6	SMALL BUSINESS ASSOCIATION DISASATER RELIEF 409 3RD STREET SW WASHINGTON, DC 20416	\$ 10,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	KATHLEEN BREEN CHARITABLE TRUST 31 WOODLAND SHORES DR. GROSSE POINTE, MI 48236	\$ 5,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601**Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019Open to Public
InspectionName of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Employer identification number
38-2280601**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2019

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2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

Part III	Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets <i>(continued)</i>
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- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** ☐ Public exhibition
- b** ☐ Scholarly research
- c** ☐ Preservation for future generations
- d** ☐ Loan or exchange program
- e** ☐ Other _____
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:

c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ **Yes** ☐ **No**
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V	Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.
---------------	--

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,689,131.	1,607,093.	1,498,305.	1,379,888.	1,377,236.
b Contributions			10,025.		12,125.
c Net investment earnings, gains, and losses	72,546.	96,456.	111,113.	136,433.	1,205.
d Grants or scholarships					
e Other expenditures for facilities and programs				5,540.	
f Administrative expenses	15,222.	14,418.	12,350.	12,476.	10,678.
g End of year balance	1,746,455.	1,689,131.	1,607,093.	1,498,305.	1,379,888.

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ 100.00 %
- b Permanent endowment ▶ _____ %
- c Term endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
3a(i)		X
3a(ii)		X
3b		

- (i) Unrelated organizations
- (ii) Related organizations

- b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI	Land, Buildings, and Equipment.
----------------	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		301,655.	254,298.	47,357.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				47,357.

Schedule D (Form 990) 2019

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule D (Form 990) 2019

38-2280601 Page **3**

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) PAYCHECK PROTECTION PROGRAM	65,939.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	65,939.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Schedule D (Form 990) 2019

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING, CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD OF DIRECTORS OF THE ORGANIZATION.

PART X, LINE 2:

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Part XIII Supplemental Information *(continued)*

REQUIRE THE ORGANIZATION TO EVALUATE TAX POSITIONS TAKEN BY THE
ORGANIZATION AND RECOGNIZE A TAX LIABILITY IF THE ORGANIZATION HAS TAKEN
AN UNCERTAIN POSITION THAT MORE LIKELY THAN NOT WOULD NOT BE SUSTAINED
UPON EXAMINATION BY THE IRS OR OTHER APPLICABLE TAXING AUTHORITIES.
MANAGEMENT HAS ANALYZED THE TAX POSITIONS TAKEN BY THE ORGANIZATION AND
HAS CONCLUDED THAT AS OF JUNE 30, 2020, THERE ARE NO UNCERTAIN POSITIONS
TAKEN OR EXPECTED TO BE TAKEN THAT WOULD REQUIRE RECOGNITION OF A
LIABILITY OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

FORM 990, PART I, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

**TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE
OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.**

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

**MEMBERS ELECT BOARD OF DIRECTORS. MEMBERS ARE FREE TO ATTEND MEETINGS WHERE
THEY CAN NOMINATE AND VOTE ON THE BOARD OF DIRECTORS**

FORM 990, PART VI, SECTION B, LINE 11B:

**EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990
BEFORE ACTUAL FILING.**

FORM 990, PART VI, SECTION B, LINE 12C:

**SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,
VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND
UPDATED AS APPROPRIATE.**

FORM 990, PART VI, SECTION B, LINE 15A:

**EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL
BY THE EXECUTIVE BOARD, AND COMPARISON OF SALARIES WITH OTHER SENIOR**

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

932211 09-06-19

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.

FORM 990, PART VI, SECTION C, LINE 19:

**THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL
STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.**

FORM 990, PART IX, LINE 11G, OTHER FEES:

PROGRAM SERVICE FEES:

PROGRAM SERVICE EXPENSES 69,250.

MANAGEMENT AND GENERAL EXPENSES 0.

FUNDRAISING EXPENSES 0.

TOTAL EXPENSES 69,250.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 69,250.

GORDON ADVISORS, PC
1301 W LONG LAKE ROAD, STE 200
TROY, MI 48098

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

|||||



January 26, 2021

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2019 Exempt Organization return, as follows...

2019 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2020

Prepared For:

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

Prepared By:

GORDON ADVISORS, PC
1301 W Long Lake Road, Ste 200
Troy, MI 48098

Due Date:

May 17, 2021

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 17, 2021

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

Department of the Treasury
Internal Revenue ServiceFor calendar year 2019, or fiscal year beginning JUL 1, 2019, and ending JUN 30, 2020**2019**▶ **Do not send to the IRS. Keep for your records.**
▶ **Go to www.irs.gov/Form8879EO for the latest information.**

Name of exempt organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601

Name and title of officer

**LORI SOIFER
PRESIDENT****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ ☒	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>634,925.</u>
2a Form 990-EZ check here ▶ ☐	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ ☐	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ ☐	b Balance Due (Form 8868, line 3c)	5b _____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize GORDON ADVISORS, PC to enter my PIN 02013
ERO firm name Enter five numbers, but
do not enter all zeros

as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

38625146736**Do not enter all zeros**

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2019)

923051 10-03-19

8B

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2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

EXTENDED TO MAY 17, 2021

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

A For the 2019 calendar year, or tax year beginning **JUL 1, 2019** and ending **JUN 30, 2020****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Doing business as **NEXT - YOUR PLACE TO STAY ACTIVE**

Number and street (or P.O. box if mail is not delivered to street address)

2121 MIDVALE STREET

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

BIRMINGHAM, MI 48009**F** Name and address of principal officer: **LORI SOIFER****2121 MIDVALE STREET, BIRMINGHAM, MI 48009****D** Employer identification number**38-2280601****E** Telephone number**248-203-5270****G** Gross receipts \$ **635,348.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.BIRMINGHAMNEXT.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1981** **M** State of legal domicile: **MI****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND COORDINATING COMMUNITY RESOURCES		
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	16
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	16
	5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	15
	6	Total number of volunteers (estimate if necessary)	6	300
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, line 39	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 286,353.	Current Year 240,083.
	9	Program service revenue (Part VIII, line 2g)	338,510.	322,386.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	55,062.	72,879.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-4,385.	-423.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	675,540.	634,925.
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14		Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	342,623.	347,712.
16a		Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b		Total fundraising expenses (Part IX, column (D), line 25) ▶ 53,854.		
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	239,771.	210,950.
18		Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	582,394.	558,662.
19	Revenue less expenses. Subtract line 18 from line 12	93,146.	76,263.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 1,903,427.	End of Year 2,016,539.
	21	Total liabilities (Part X, line 26)	66,045.	102,779.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,837,382.	1,913,760.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	LORI SOIFER, PRESIDENT Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KEVIN E. KLEIN, CPA	Preparer's signature	Date	Check ☐ if self-employed	PTIN P00539501
	Firm's name ▶ GORDON ADVISORS, PC	Firm's EIN ▶ 38-2656556	Phone no. 248-952-0200		
Firm's address ▶ 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098					

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

932001 01-20-20

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2019)**SEE SCHEDULE O FOR ORGANIZATION MISSTION STATEMENT CONTINUATION****8B**

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Form 990 (2019)

38-2280601 Page **2**

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND
COORDINATING COMMUNITY RESOURCES TO PROVIDE EDUCATIONAL, RECREATIONAL
AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SERVICES AND VOLUNTEER
OPPORTUNITIES.**

2 Did the organization undertake any significant program services during the year which were not listed on the
prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and
revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **401,523.** including grants of \$) (Revenue \$ **322,386.**)
EDUCATION, OUTREACH AND TRANSPORTATION TO OLDER ADULTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **401,523.**

Form **990** (2019)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

38-2280601 Page **3**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

38-2280601 Page **4**

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	10
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

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Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 15		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12 10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders 11a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?		
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c Enter the amount of reserves on hand 13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?		X
If "Yes," see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		X
If "Yes," complete Form 4720, Schedule O.		

Form **990** (2019)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

38-2280601 Page **6**

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a	16	
b Enter the number of voting members included on line 1a, above, who are independent	1b	16	
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6	X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15a	X	
b Other officers or key employees of the organization	15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **►MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**
SANDRA CATTERALL - 248-203-5274
2121 MIDVALE STREET, BIRMINGHAM, MI 48009

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) GREG BURRY PAST PRESIDENT	2.00	X		X				0.	0.	0.
(2) PAUL BUCKLES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(3) LORI SOIFER PRESIDENT	2.00	X		X				0.	0.	0.
(4) DONALD BRUNDIRKS TREASURER	2.00	X		X				0.	0.	0.
(5) MARCIA WILKINSON SECRETARY	2.00	X		X				0.	0.	0.
(6) SANDY DEBICKI BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(7) GEORGE DILGARD BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(8) STUART JEFFARES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(9) KATHI JONES-CUTLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(10) BOB KOENIGSKNECHT BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(11) JULIE MANDICH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(12) ELAINE MCLAIN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(13) ED PUGH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(14) JAY REYNOLDS VICE PRESIDENT	2.00	X		X				0.	0.	0.
(15) DAVID UNDERDOWN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(16) W. DOUGLAS WEAVER, M.D. BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(17) CHRISTINE BRAUN EXECUTIVE DIRECTOR	40.00			X				36,518.	0.	36,529.

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								36,518.	0.	36,529.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								36,518.	0.	36,529.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b	55,445.				
	c Fundraising events	1c	10,627.				
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	174,011.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f						
Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code 624110		322,386.	322,386.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			322,386.			
	Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			72,879.		
4 Income from investment of tax-exempt bond proceeds							
5 Royalties							
6 a Gross rents		6a	(i) Real (ii) Personal				
b Less: rental expenses ...		6b					
c Rental income or (loss)		6c					
d Net rental income or (loss)							
7 a Gross amount from sales of assets other than inventory		7a	(i) Securities (ii) Other				
b Less: cost or other basis and sales expenses		7b					
c Gain or (loss)		7c					
d Net gain or (loss)							
8 a Gross income from fundraising events (not including \$ 10,627. of contributions reported on line 1c). See Part IV, line 18		8a	0.				
b Less: direct expenses		8b	423.				
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19		9a					
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a	Business Code					
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions			634,925.	322,386.	0.	72,456.

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☒ **X**

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	38,321.	12,646.	12,646.	13,029.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	284,681.	220,092.	40,652.	23,937.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	24,710.	17,804.	4,077.	2,829.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	5,600.		5,600.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	15,222.		15,222.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	69,250.	69,250.		
12 Advertising and promotion				
13 Office expenses	25,317.	17,722.	2,532.	5,063.
14 Information technology				
15 Royalties				
16 Occupancy	28,117.	16,870.	8,435.	2,812.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	2,844.	1,422.	1,422.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	14,779.	10,964.	2,325.	1,490.
23 Insurance	9,468.	1,894.	6,627.	947.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a VEHICLE EXPENSE	21,618.	21,618.		
b PRINTING AND POSTAGE	18,735.	11,241.	3,747.	3,747.
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	558,662.	401,523.	103,285.	53,854.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2019)

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	112,127.	1	170,377.
	2 Savings and temporary cash investments	17,318.	2	20,186.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	36,721.	4	32,139.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	1,730.	9	25.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	301,655.		
	b Less: accumulated depreciation	254,298.		
	11 Investments - publicly traded securities	46,400.	10c	47,357.
	12 Investments - other securities. See Part IV, line 11	1,689,131.	11	1,746,455.
	13 Investments - program-related. See Part IV, line 11		12	
	14 Intangible assets		13	
	15 Other assets. See Part IV, line 11		14	
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,903,427.	15	2,016,539.	
Liabilities	17 Accounts payable and accrued expenses	35,912.	16	2,016,539.
	18 Grants payable	35,912.	17	17,529.
	19 Deferred revenue	30,133.	18	
	20 Tax-exempt bond liabilities		19	19,311.
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		20	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		21	
	23 Secured mortgages and notes payable to unrelated third parties		22	
	24 Unsecured notes and loans payable to unrelated third parties		23	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	24	65,939.
	26 Total liabilities. Add lines 17 through 25	66,045.	25	102,779.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,814,063.	26	1,893,805.
	28 Net assets with donor restrictions	23,319.	27	19,955.
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		28	
	30 Paid-in or capital surplus, or land, building, or equipment fund		29	
	31 Retained earnings, endowment, accumulated income, or other funds		30	
	32 Total net assets or fund balances	1,837,382.	31	1,913,760.
	33 Total liabilities and net assets/fund balances	1,903,427.	32	2,016,539.

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**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	634,925.
2	Total expenses (must equal Part IX, column (A), line 25)	2	558,662.
3	Revenue less expenses. Subtract line 2 from line 1	3	76,263.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,837,382.
5	Net unrealized gains (losses) on investments	5	115.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,913,760.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

		Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

Form **990** (2019)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	235,813.	196,630.	264,539.	286,353.	240,083.	1223418.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	286,975.	295,787.	289,336.	294,452.	290,289.	1456839.
4 Total. Add lines 1 through 3	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						10,599.
6 Public support. Subtract line 5 from line 4.						2669658.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	522,788.	492,417.	553,875.	580,805.	530,372.	2680257.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	19,841.	37,862.	77,638.	55,062.	72,879.	263,282.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	-4,742.	-7,107.	-3,973.	-4,385.	-423.	-20,630.
11 Total support. Add lines 7 through 10						2922909.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						► ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	91.34 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	90.97 %
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		► ☒
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		► ☐
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		► ☐
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		► ☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		► ☐

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐ ►

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ ►

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ ►

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐ ►

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019 COORDINATING COUNCIL

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2019

COORDINATING COUNCIL

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Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Supplemental information area with horizontal lines for text entry.

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL	Employer identification number 38-2280601
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	BEAUMONT HEALTH SYSTEMS 37411 W. 13 MILE ROAD ROYAL OAK, MI 48073	\$ 7,500.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$ 15,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	MRS. JOHN ROSSO 1122 COLE STREET BIRMINGHAM, MI 48009	\$ 5,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$ 15,600.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	DAVID UNDERDOWN 437 SUFFIELD BIRMINGHAM, MI 48009	\$ 5,900.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
6	SMALL BUSINESS ASSOCIATION DISASATER RELIEF 409 3RD STREET SW WASHINGTON, DC 20416	\$ 10,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	KATHLEEN BREEN CHARITABLE TRUST 31 WOODLAND SHORES DR. GROSSE POINTE, MI 48236	\$ 5,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		\$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601**Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2019**Open to Public Inspection****Name of the organization** **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL****Employer identification number**
38-2280601**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2019

932051 10-02-19

8B

19180126 131861 02013.000

2019.05030 BIRMINGHAM AREA SENIORS C 02013.01

Part III	Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets <i>(continued)</i>
-----------------	---

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** ☐ Public exhibition
- b** ☐ Scholarly research
- c** ☐ Preservation for future generations
- d** ☐ Loan or exchange program
- e** ☐ Other _____
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:

c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ **Yes** ☐ **No**
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V	Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.
---------------	--

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,689,131.	1,607,093.	1,498,305.	1,379,888.	1,377,236.
b Contributions			10,025.		12,125.
c Net investment earnings, gains, and losses	72,546.	96,456.	111,113.	136,433.	1,205.
d Grants or scholarships					
e Other expenditures for facilities and programs				5,540.	
f Administrative expenses	15,222.	14,418.	12,350.	12,476.	10,678.
g End of year balance	1,746,455.	1,689,131.	1,607,093.	1,498,305.	1,379,888.

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ 100.00 %
- b Permanent endowment ▶ _____ %
- c Term endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
3a(i)		X
3a(ii)		X
3b		

- (i) Unrelated organizations
- (ii) Related organizations

- b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI	Land, Buildings, and Equipment.
----------------	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		301,655.	254,298.	47,357.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				47,357.

Schedule D (Form 990) 2019

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule D (Form 990) 2019

38-2280601 Page **3**

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) PAYCHECK PROTECTION PROGRAM	65,939.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	65,939.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☒

Schedule D (Form 990) 2019

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING, CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD OF DIRECTORS OF THE ORGANIZATION.

PART X, LINE 2:

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Part XIII Supplemental Information *(continued)*

REQUIRE THE ORGANIZATION TO EVALUATE TAX POSITIONS TAKEN BY THE
ORGANIZATION AND RECOGNIZE A TAX LIABILITY IF THE ORGANIZATION HAS TAKEN
AN UNCERTAIN POSITION THAT MORE LIKELY THAN NOT WOULD NOT BE SUSTAINED
UPON EXAMINATION BY THE IRS OR OTHER APPLICABLE TAXING AUTHORITIES.
MANAGEMENT HAS ANALYZED THE TAX POSITIONS TAKEN BY THE ORGANIZATION AND
HAS CONCLUDED THAT AS OF JUNE 30, 2020, THERE ARE NO UNCERTAIN POSITIONS
TAKEN OR EXPECTED TO BE TAKEN THAT WOULD REQUIRE RECOGNITION OF A
LIABILITY OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

FORM 990, PART I, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

**TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE
OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.**

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

**MEMBERS ELECT BOARD OF DIRECTORS. MEMBERS ARE FREE TO ATTEND MEETINGS WHERE
THEY CAN NOMINATE AND VOTE ON THE BOARD OF DIRECTORS**

FORM 990, PART VI, SECTION B, LINE 11B:

**EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990
BEFORE ACTUAL FILING.**

FORM 990, PART VI, SECTION B, LINE 12C:

**SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,
VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND
UPDATED AS APPROPRIATE.**

FORM 990, PART VI, SECTION B, LINE 15A:

**EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL
BY THE EXECUTIVE BOARD, AND COMPARISON OF SALARIES WITH OTHER SENIOR**

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

932211 09-06-19

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Employer identification number
38-2280601**CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.****FORM 990, PART VI, SECTION C, LINE 19:****THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL
STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.****FORM 990, PART IX, LINE 11G, OTHER FEES:****PROGRAM SERVICE FEES:****PROGRAM SERVICE EXPENSES** 69,250.**MANAGEMENT AND GENERAL EXPENSES** 0.**FUNDRAISING EXPENSES** 0.**TOTAL EXPENSES** 69,250.**TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A** 69,250.

GORDON ADVISORS, PC
1301 W LONG LAKE ROAD, STE 200
TROY, MI 48098

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

|||||



February 10, 2020

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

BIRMINGHAM AREA SENIORS COORDINATING COUNCIL:

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

Enclosed is the 2018 Exempt Organization return, as follows...

2018 Form 990

Each original should be dated, signed and filed in accordance with the filing instructions. The copy should be retained for your files.

Please review the returns for completeness and accuracy.

We are enclosing any documents you provided to us to assist in preparation of the return.

Very truly yours,

GORDON ADVISORS, P.C.

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2019

Prepared For:

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL
2121 MIDVALE STREET
BIRMINGHAM, MI 48009

Prepared By:

GORDON ADVISORS, PC
1301 W Long Lake Road, Ste 200
Troy, MI 48098

Due Date:

May 15, 2020

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Return was electronically filed. Do not mail the paper return to the IRS.

Return Must be Mailed On or Before:

Return was electronically filed. Do not mail the paper return to the IRS.

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office in the envelope provided **OR** fax to 248-952-0294. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-EO to us by May 15, 2020

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-1878

Department of the Treasury
Internal Revenue ServiceFor calendar year 2018, or fiscal year beginning JUL 1, 2018, and ending JUN 30, 2019▶ **Do not send to the IRS. Keep for your records.**▶ **Go to www.irs.gov/Form8879EO for the latest information.****2018**

Name of exempt organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601

Name and title of officer

**LORI SOIFER
PRESIDENT****Part I Type of Return and Return Information** (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here ▶ ☒	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b <u>675,540.</u>
2a Form 990-EZ check here ▶ ☐	b Total revenue , if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ▶ ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ▶ ☐	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b _____
5a Form 8868 check here ▶ ☐	b Balance Due (Form 8868, line 3c)	5b _____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2018 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize GORDON ADVISORS, PC to enter my PIN 02013
ERO firm name Enter five numbers, but
do not enter all zeros

as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ _____ Date ▶ _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

38625146736**Do not enter all zeros**

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ _____

**ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

LHA For Paperwork Reduction Act Notice, see instructions.

Form **8879-EO** (2018)

823051 10-26-18

15300210 131861 02013.000

8B
2018.05040 BIRMINGHAM AREA SENIORS C 02013.01

EXTENDED TO MAY 15, 2020

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018Open to Public
Inspection**A** For the 2018 calendar year, or tax year beginning **JUL 1, 2018** and ending **JUN 30, 2019****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Doing business as **NEXT - YOUR PLACE TO STAY ACTIVE**

Number and street (or P.O. box if mail is not delivered to street address)

2121 MIDVALE STREET

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

BIRMINGHAM, MI 48009**F** Name and address of principal officer: **LORI SOIFER****2121 MIDVALE STREET, BIRMINGHAM, MI 48009****D** Employer identification number**38-2280601****E** Telephone number**248-203-5270****G** Gross receipts \$**682,285.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶ **WWW.BIRMINGHAMNEXT.ORG****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1981****M** State of legal domicile: **MI****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND COORDINATING COMMUNITY RESOURCES	
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	16
	4	Number of independent voting members of the governing body (Part VI, line 1b)	16
	5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	16
	6	Total number of volunteers (estimate if necessary)	300
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, line 38	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	264,539.
	9	Program service revenue (Part VIII, line 2g)	360,474.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	77,638.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-3,973.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	698,678.
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)
14		Benefits paid to or for members (Part IX, column (A), line 4)	0.
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	341,816.
16a		Professional fundraising fees (Part IX, column (A), line 11e)	0.
b		Total fundraising expenses (Part IX, column (D), line 25) ▶ 51,049.	
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	246,653.
18		Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	588,469.
19		Revenue less expenses. Subtract line 18 from line 12	110,209.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	1,765,795.
	21	Total liabilities (Part X, line 26)	48,590.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,717,205.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	LORI SOIFER, PRESIDENT Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name KEVIN E. KLEIN, CPA	Preparer's signature	Date	Check ☐ if self-employed	PTIN P00539501
	Firm's name ▶ GORDON ADVISORS, PC	Firm's EIN ▶ 38-2656556	Phone no. 248-952-0200		
Firm's address ▶ 1301 W LONG LAKE ROAD, STE 200 TROY, MI 48098					

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Form 990 (2018)

38-2280601 Page **2**

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

**TO IDENTIFY AND MEET THE NEEDS OF OLDER ADULTS BY SOLICITING AND
COORDINATING COMMUNITY RESOURCES TO PROVIDE EDUCATIONAL, RECREATIONAL
AND SOCIAL PROGRAMS, SUPPORTIVE OUTREACH SERVICES AND VOLUNTEER
OPPORTUNITIES.**

2 Did the organization undertake any significant program services during the year which were not listed on the
prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and
revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **442,240.** including grants of \$) (Revenue \$ **338,510.**)
EDUCATION, OUTREACH AND TRANSPORTATION TO OLDER ADULTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **442,240.**

Form **990** (2018)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2018)

38-2280601 Page **3**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

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Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	38	X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	10
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

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Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 16		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	3b		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7 Organizations that may receive deductible contributions under section 170(c).			
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X	
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9 Sponsoring organizations maintaining donor advised funds.			
a Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10 Section 501(c)(7) organizations. Enter:			
a Initiation fees and capital contributions included on Part VIII, line 12	10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11 Section 501(c)(12) organizations. Enter:			
a Gross income from members or shareholders	11a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
a Is the organization licensed to issue qualified health plans in more than one state?	13a		
Note. See the instructions for additional information the organization must report on Schedule O.			
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c Enter the amount of reserves on hand	13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15		X
If "Yes," see instructions and file Form 4720, Schedule N.			
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		X
If "Yes," complete Form 4720, Schedule O.			

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year 1a 16			
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b Enter the number of voting members included in line 1a, above, who are independent 1b 16			
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6 Did the organization have members or stockholders?	6	X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	X	
b Each committee with authority to act on behalf of the governing body?	8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13 Did the organization have a written whistleblower policy?	13	X	
14 Did the organization have a written document retention and destruction policy?	14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a The organization's CEO, Executive Director, or top management official	15a	X	
b Other officers or key employees of the organization	15b		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **MI**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **▶** DIANE HENNINGER - 248-203-5274
2121 MIDVALE STREET, BIRMINGHAM, MI 48009

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) EDGAR W PUGH JR PAST PRESIDENT	2.00	X		X				0.	0.	0.
(2) DONALD BRUNDIRKS BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(3) GREGORY BURRY PRESIDENT	2.00	X		X				0.	0.	0.
(4) PAUL BUCKLES TREASURER	2.00	X		X				0.	0.	0.
(5) KATHI JONES-CUTLER SECRETARY	2.00	X		X				0.	0.	0.
(6) W. DOUGLAS WEAVER, M.D. BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(7) GEORGE DILGARD BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(8) JAY REYNOLDS BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(9) ELAINE MCLAIN BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(10) SANDY DEBICKI BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(11) STUART JEFFARES BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(12) BOB KOENIGSKNECHT BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(13) GORDON RINSCHLER BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(14) LORI SOIFER VICE PRESIDENT	2.00	X		X				0.	0.	0.
(15) JULIE MANDICH BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(16) MARCIA WILKINSON BOARD OF DIRECTORS	2.00	X						0.	0.	0.
(17) CHRISTINE BRAUN EXECUTIVE DIRECTOR	40.00			X				33,824.	35,124.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total								33,824.	35,124.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								33,824.	35,124.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a						
	b Membership dues	1b	62,245.					
	c Fundraising events	1c	34,943.					
	d Related organizations	1d						
	e Government grants (contributions)	1e						
	f All other contributions, gifts, grants, and similar amounts not included above	1f	189,165.					
	g Noncash contributions included in lines 1a-1f: \$							
	h Total. Add lines 1a-1f			286,353.				
Program Service Revenue	2 a PROGRAM SERVICE FEES	Business Code	624110	338,510.	338,510.			
	b							
	c							
	d							
	e							
	f All other program service revenue							
	g Total. Add lines 2a-2f			338,510.				
	3 Investment income (including dividends, interest, and other similar amounts)			55,062.			55,062.	
4 Income from investment of tax-exempt bond proceeds								
5 Royalties								
Other Revenue	6 a Gross rents	(i) Real	(ii) Personal					
	b Less: rental expenses							
	c Rental income or (loss)							
	d Net rental income or (loss)							
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other					
	b Less: cost or other basis and sales expenses							
	c Gain or (loss)							
	d Net gain or (loss)							
	8 a Gross income from fundraising events (not including \$ <u>34,943.</u> of contributions reported on line 1c). See Part IV, line 18	a	2,360.					
	b Less: direct expenses	b	6,745.					
	c Net income or (loss) from fundraising events		-4,385.					-4,385.
	9 a Gross income from gaming activities. See Part IV, line 19	a						
	b Less: direct expenses	b						
	c Net income or (loss) from gaming activities							
	10 a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b						
	c Net income or (loss) from sales of inventory							
	Miscellaneous Revenue			Business Code				
	11 a							
	b							
c								
d All other revenue								
e Total. Add lines 11a-11d								
12 Total revenue. See instructions			675,540.	338,510.	0.	50,677.		

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☒ **X**

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	34,757.	11,470.	11,470.	11,817.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	283,518.	224,658.	38,595.	20,265.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	24,348.	18,064.	3,830.	2,454.
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	5,200.		5,200.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	89,369.	89,369.		
12 Advertising and promotion				
13 Office expenses	31,591.	22,114.	3,159.	6,318.
14 Information technology				
15 Royalties				
16 Occupancy	37,289.	22,374.	11,186.	3,729.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	2,632.	1,316.	1,316.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	12,532.	9,296.	1,973.	1,263.
23 Insurance	11,956.	2,391.	8,369.	1,196.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a VEHICLE EXPENSE	29,167.	29,167.		
b PRINTING AND POSTAGE	20,035.	12,021.	4,007.	4,007.
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	582,394.	442,240.	89,105.	51,049.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2018)

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	67,907.	1	112,127.
	2 Savings and temporary cash investments	22,856.	2	17,318.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	12,004.	4	36,721.
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	405.	9	1,730.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	285,920.		
	b Less: accumulated depreciation	239,520.		
		55,530.	10c	46,400.
	11 Investments - publicly traded securities	1,607,093.	11	1,689,131.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11		15		
16 Total assets. Add lines 1 through 15 (must equal line 34)	1,765,795.	16	1,903,427.	
Liabilities	17 Accounts payable and accrued expenses	20,301.	17	35,912.
	18 Grants payable		18	
	19 Deferred revenue	28,289.	19	30,133.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	48,590.	26	66,045.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here ☒ and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	1,694,517.	27	1,814,063.
	28 Temporarily restricted net assets	22,688.	28	23,319.
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here ☐ and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
	33 Total net assets or fund balances	1,717,205.	33	1,837,382.
	34 Total liabilities and net assets/fund balances	1,765,795.	34	1,903,427.

Form **990** (2018)

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Form 990 (2018)

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	675,540.
2	Total expenses (must equal Part IX, column (A), line 25)	2	582,394.
3	Revenue less expenses. Subtract line 2 from line 1	3	93,146.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,717,205.
5	Net unrealized gains (losses) on investments	5	27,031.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,837,382.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	X	
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits _____		

Form **990** (2018)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public
Inspection

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number
38-2280601

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations _____

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2018 COORDINATING COUNCIL

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	148,120.	235,813.	196,630.	264,539.	286,353.	1131455.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge	293,597.	286,975.	295,787.	289,336.	294,452.	1460147.
4 Total. Add lines 1 through 3	441,717.	522,788.	492,417.	553,875.	580,805.	2591602.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						8,979.
6 Public support. Subtract line 5 from line 4.						2582623.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	441,717.	522,788.	492,417.	553,875.	580,805.	2591602.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	77,970.	19,841.	37,862.	77,638.	55,062.	268,373.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	-883.	-4,742.	-7,107.	-3,973.	-4,385.	-21,090.
11 Total support. Add lines 7 through 10						2838885.

12 Gross receipts from related activities, etc. (see instructions)	12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here		☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	90.97 %
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	90.46 %
16a 33 1/3% support test - 2018. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☒
b 33 1/3% support test - 2017. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		☐
17a 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		☐
b 10% -facts-and-circumstances test - 2017. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Schedule A (Form 990 or 990-EZ) 2018

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2018 COORDINATING COUNCIL

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐ ►

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2018. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ ►

b 33 1/3% support tests - 2017. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐ ►

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐ ►

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2018 COORDINATING COUNCIL

38-2280601 Page 6

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2018

BIRMINGHAM AREA SENIORS

Schedule A (Form 990 or 990-EZ) 2018 COORDINATING COUNCIL

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Schedule A (Form 990 or 990-EZ) 2018

Schedule A (Form 990 or 990-EZ) 2018 **COORDINATING COUNCIL**

Part VI

[illegible]

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization BIRMINGHAM AREA SENIORS COORDINATING COUNCIL	Employer identification number 38-2280601
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	BEAUMONT HEALTH SYSTEMS 37411 W. 13 MILE ROAD ROYAL OAK, MI 48073	\$ 7,500.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	BIRMINGHAM AREA CABLE BOARD P.O. BOX 165 BIRMINGHAM, MI 48012	\$ 10,013.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	FOUNDATION FOR BIRMINGHAM SENIOR RES 523 CAMBRIDGE WAY, SUITE 600 BLOOMFIELD HILLS, MI 48304	\$ 15,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	PAT MEYERS 1302 FAIRWAY DRIVE BIRMINGHAM, MI 48009	\$ 15,700.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	DAVID UNDERDOWN 437 SUFFIELD BIRMINGHAM, MI 48009	\$ 5,850.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
6	HARRIET LYTLE 465 KIMBERLY STREET BIRMINGHAM, MI 48009	\$ 20,000.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number

38-2280601

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Employer identification number

38-2280601**Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ► \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2018
Open to Public
Inspection**Name of the organization** **BIRMINGHAM AREA SENIORS**
COORDINATING COUNCIL**Employer identification number**
38-2280601**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	☐ Yes	☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	☐ Yes	☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (e.g., recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ \$

(ii) Assets included in Form 990, Part X ▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ \$

b Assets included in Form 990, Part X ▶ \$

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2018

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8B

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2018.05040 BIRMINGHAM AREA SENIORS C 02013.01

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a** ☐ Public exhibition **d** ☐ Loan or exchange programs
b ☐ Scholarly research **e** ☐ Other _____
c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,607,093.	1,498,305.	1,379,888.	1,377,236.	1,402,615.
b Contributions		10,025.		12,125.	1,036.
c Net investment earnings, gains, and losses	96,456.	111,113.	136,433.	1,205.	-18,146.
d Grants or scholarships					
e Other expenditures for facilities and programs			5,540.		
f Administrative expenses	14,418.	12,350.	12,476.	10,678.	8,269.
g End of year balance	1,689,131.	1,607,093.	1,498,305.	1,379,888.	1,377,236.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment **▶** 100.00 %
b Permanent endowment **▶** _____ %
c Temporarily restricted endowment **▶** _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i)** unrelated organizations _____
(ii) related organizations _____

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? _____

	Yes	No
3a(i)		X
3a(ii)		X
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		285,920.	239,520.	46,400.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				46,400.

**BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**

Schedule D (Form 990) 2018

38-2280601 Page **3**

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value	
(1) Federal income taxes		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶		

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☒

Schedule D (Form 990) 2018

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	
3	Subtract line 2e from line 1	3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE ORGANIZATION HAS ESTABLISHED GUIDELINES WHEREBY THE GENERAL PURPOSE OF THE ENDOWMENT FUND IS TO SUPPORT THE ORGANIZATION'S MISSION BY GENERATING A GROWING FLOW OF FUNDS TO HELP MEET THE CURRENT AND FUTURE OPERATING, CAPITAL AND OTHER NEEDS. THE FINANCE COMMITTEE IS RESPONSIBLE FOR THE INVESTMENT MIX AND GROWTH OF THE FUND WITH THE ESTABLISHED INVESTMENT POLICY GUIDELINES. THE FUND SPENDING POLICY GOVERNS THE RATE AT WHICH THE FUNDS ARE RELEASED TO THE OPERATING BUDGET AND IS DETERMINED BY THE BOARD OF DIRECTORS OF THE ORGANIZATION.

PART X, LINE 2:

ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Part XIII Supplemental Information *(continued)*

REQUIRE THE ORGANIZATION TO EVALUATE TAX POSITIONS TAKEN BY THE
ORGANIZATION AND RECOGNIZE A TAX LIABILITY IF THE ORGANIZATION HAS TAKEN
AN UNCERTAIN POSITION THAT MORE LIKELY THAN NOT WOULD NOT BE SUSTAINED
UPON EXAMINATION BY THE IRS OR OTHER APPLICABLE TAXING AUTHORITIES.
MANAGEMENT HAS ANALYZED THE TAX POSITIONS TAKEN BY THE ORGANIZATION AND
HAS CONCLUDED THAT AS OF JUNE 30, 2019, THERE ARE NO UNCERTAIN POSITIONS
TAKEN OR EXPECTED TO BE TAKEN THAT WOULD REQUIRE RECOGNITION OF A
LIABILITY OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

BIRMINGHAM AREA SENIORS

Schedule G (Form 990 or 990-EZ) 2018 **COORDINATING COUNCIL**

38-2280601 Page 2

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		GOLF OUTING (event type)	OTHER MISC (event type)	NONE (total number)	
Revenue	1 Gross receipts	25,480.	11,823.		37,303.
	2 Less: Contributions	23,120.	11,823.		34,943.
	3 Gross income (line 1 minus line 2)	2,360.			2,360.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	6,194.	551.		6,745.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				6,745.
	11 Net income summary. Subtract line 10 from line 3, column (d)				-4,385.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No	☐ Yes _____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

BIRMINGHAM AREA SENIORS

Schedule G (Form 990 or 990-EZ) 2018 **COORDINATING COUNCIL**

38-2280601 Page **3**

- 11** Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13** Indicate the percentage of gaming activity conducted in:
- | | | |
|--------------------------------------|------------|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14** Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ► _____

Address ► _____

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ► \$ _____ and the amount of gaming revenue retained by the third party ► \$ _____

c If "Yes," enter name and address of the third party:

Name ► _____

Address ► _____

- 16** Gaming manager information:

Name ► _____

Gaming manager compensation ► \$ _____

Description of services provided ► _____

☐ Director/officer ☐ Employee ☐ Independent contractor

- 17** Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ► \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV	Supplemental Information <i>(continued)</i>
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SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Open to Public
Inspection

Name of the organization

BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL

Employer identification number
38-2280601

FORM 990, PART I, DOING BUSINESS AS:

NEXT - YOUR PLACE TO STAY ACTIVE & CONNECTED

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TO PROVIDE EDUCATIONAL, RECREATIONAL AND SOCIAL PROGRAMS, SUPPORTIVE
OUTREACH SERVICES AND VOLUNTEER OPPORTUNITIES.

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERSHIP ORGANIZATION

FORM 990, PART VI, SECTION A, LINE 7A:

MEMBERS ELECT BOARD OF DIRECTORS

FORM 990, PART VI, SECTION B, LINE 11B:

EXECUTIVE DIRECTOR, PRESIDENT AND TREASURER OF THE BOARD APPROVES FORM 990
BEFORE ACTUAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

SIGNED CONFLICT OF INTEREST POLICIES ARE REQUIRED FROM ALL STAFF,
VOLUNTEERS AND BOARD MEMBERS. THE WRITTEN DISCLOSURE IS KEPT ON FILE AND
UPDATED AS APPROPRIATE.

FORM 990, PART VI, SECTION B, LINE 15A:

EXECUTIVE DIRECTOR COMPENSATION IS DETERMINED BY INTERVIEW PANEL, APPROVAL
BY ALL INDIVIDUAL BOARD MEMBERS, AND COMPARISON OF SALARIES WITH OTHER
SENIOR CENTERS. ALSO COMPARED WITH MUNICIPAL EMPLOYEES IN OUR SERVICE AREA.

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2018)

832211 10-10-18

8B

Name of the organization **BIRMINGHAM AREA SENIORS
COORDINATING COUNCIL**Employer identification number
38-2280601

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES THE GOVERNING DOCUMENTS, POLICIES, AND FINANCIAL
STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

PROGRAM SERVICE FEES:

PROGRAM SERVICE EXPENSES 89,369.

MANAGEMENT AND GENERAL EXPENSES 0.

FUNDRAISING EXPENSES 0.

TOTAL EXPENSES 89,369.

TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A 89,369.



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

OF THE COMMUNITY FOR THE COMMUNITY

Constitution and Bylaws

**National Council of Young Men's Christian
Associations of the United States of America**

YMCA OF THE USA

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Constitution of the National Council of Young Men's Christian Associations of the United States of America

PREAMBLE

We, the Young Men's Christian Associations of the United States of America, with the desire of conserving all the values of our past and likewise of unifying and strengthening our work to meet the challenge of our time, hereby establish the following goals for our members and their constituents, and adopt this revised Constitution of the National Council of Young Men's Christian Associations of the United States of America.

GOALS

To develop self-confidence and self-respect and an appreciation of their own worth as individuals.

To develop a faith for daily living based upon the teachings of Jesus Christ, that they may thereby be helped in achieving their highest potential as children of God.

To grow as responsible members of their families and citizens of their communities.

To appreciate that health of mind and body is a sacred gift and that physical fitness and mental well-being are conditions to be achieved and maintained.

To recognize the worth of all persons and to work for interracial and intergroup understanding.

To develop a sense of world-mindedness and to work for worldwide understanding.

To develop their capacities for leadership and use them responsibly in their own groups and in community life.

To appreciate the beauty, diversity, and interdependence of all forms of life and all resources which God has provided in this world, and to develop an ethical basis for guiding the relationships of mankind with the rest of God's natural community.

ARTICLE I

Purpose, Basic Objective, and Functions of the National Council

NAME

Section 1. The name of this organization is the “National Council of Young Men’s Christian Associations of the United States of America” (referred to herein as the “National Council”). It shall also be known as the “YMCA of the USA” and by such other names, marks and/or symbols as may from time to time be adopted by the National Board (as hereinafter defined).

PURPOSE

Section 2. The Statement of Purpose of Young Men’s Christian Associations of the United States of America is:

The Young Men’s Christian Association we regard as being in its essential genius a worldwide fellowship united by a common loyalty to Jesus Christ for the purpose of developing Christian personality and building a Christian society.

BASIC OBJECTIVE

Section 3. The basic objective of the National Council is to serve as a means through which Young Men’s Christian Associations (referred to herein as “associations,” which term is further defined in Article I, Section 6) can achieve their purposes and goals as a national movement, and to make available services which will enrich and strengthen associations in carrying on their work.

FUNCTIONS

Section 4. The functions of the National Council are to:

- (a) Make available counsel and services to the associations to enable them to meet the needs of their communities more effectively and to fulfill the purposes of the YMCA movement (the “movement”).
- (b) Provide leadership for the movement and formulate national standards, goals of work, and policies for assistance to associations. These standards, goals, and policies are to be provided for the guidance of the associations and it is not mandatory that the associations follow them.
- (c) Maintain friendly relationships with other YMCA movements and, in affiliation with them in the World Alliance, cooperate in the initiation and development of YMCA work in other lands and in the conduct of programs undertaken by the World Alliance.
- (d) Represent the movement in dealing with other national and international organizations, including governments.
- (e) Provide activities of a national or international scope which cannot be undertaken effectively by associations themselves. These activities shall be available to the member associations on a voluntary basis.
- (f) Create and maintain boards, committees, and professional staff; define their respective fields; and provide such other means as may be conducive to the effective fulfillment of objectives and programs.

(g) Devise ways and means of financing the work of the National Council.

(h) Take appropriate action to perform the functions and carry out the powers granted in this Constitution.

BYLAWS

Section 5. Bylaws of the National Council shall be adopted by the National Board to govern its internal affairs, and this Constitution shall be a part thereof. The bylaws shall be consistent with, but may expand upon and supplement, this Constitution. In the event of any conflict, however, this Constitution shall control.

DEFINITIONS

Section 6. As used in this Constitution,

- (a) The terms “association” and “member association” mean a corporate Young Men’s Christian Association (including the branches thereof) which has been recognized for membership pursuant to Section 2 of Article II;
- (b) The term “rostered associations” means associations and branches meeting the qualifications for membership and which are designated in the roster of associations determined and maintained by the National Board as provided in Article IV, Section 8(b);
- (c) The term “volunteer” means a person other than a person listed on the roster of employed officers referred to in Article IV, Section 8(b);
- (d) The term “officer” with respect to the National Council and the National Board means a person serving pursuant to Article IV, Section 4; and
- (e) The term “year” when used in conjunction with terms of office shall mean the annual periods between annual, or biennial, meetings of the appropriate body, as appropriate.

ARTICLE II

Member Associations of the National Council

AUTONOMY OF ASSOCIATIONS

Section 1. It is recognized that each association is an independent organization, having its own corporate charter, bylaws, governing board, branches, executives, staff, buildings, assets and other resources, and that each association is autonomous. Each association is obligated to indicate to its members and others using its facilities or participating in its programs that it is an independent, autonomous organization, recognized by, but separate from the National Council.

Nothing in this Constitution, or in the bylaws of the National Council or in any other document, shall be interpreted or construed as making associations (or their members, employees, officers, or board members) the agents or representatives of the National Council or of the National Board, nor do any such associations (or their representatives) have any authority to commit or bind the National Council or its National Board.

QUALIFICATION FOR MEMBERSHIP

Section 2. For the purpose of qualifying for membership in the National Council, the National Board shall recognize as a member association a corporate Young Men's Christian Association:

- (a) Which annually certifies that it accepts and supports the statement of purpose of the Young Men's Christian Associations of the United States of America as stated in Article I, Section 2.
- (b) Whose governing documents provide that it shall be designated as a Young Men's Christian Association and which is organized and operated in conformity with this Constitution.
- (c) Which certifies its acceptance of this Constitution of the National Council.
- (d) Which monthly pays to the National Council one-twelfth of its share of the financial support of the National Council by electronic funds transfer, or such other means as directed by the National Council; provided that in exceptional circumstances a member association may be released from this requirement in whole or in part, and on conditions, by action of the National Board.
- (e) Which annually reports to the National Board concerning such matters as the Board may request from time to time.
- (f) Whose chief employed officer meets the education and training qualifications of that position as determined by the National Board.
- (g) Which annually certifies that the member association does not unlawfully discriminate against its staff, board, volunteers, committees or recipients of services based on any characteristic or status protected by federal, state or local law and is committed to a culture of inclusion and understands, respects and values the diversity of others.

(h) Which is recognized by the Internal Revenue Service as an exempt organization described in Section 501 (c) (3) of the Internal Revenue Code of 1986 as amended or any successor provision thereto, and which conforms to applicable federal, state, or local laws regulating charitable nonprofit or not for profit corporations.

(i) Which annually acknowledges that the name "Young Men's Christian Association" and all names, marks, logos, symbols and other intellectual property, including copyrights, owned, used, or authorized by the National Council, are the property of the National Council and member associations have a limited, revocable, non-exclusive, non-transferrable right to use such intellectual property only as authorized by the National Board through its policies and guidelines to protect the YMCA brand and reputation.

(j) Which annually certifies that, notwithstanding its local autonomy, the member association recognizes its responsibility as part of a national movement; it shall not act in a manner which the National Board, through its National Committee on Membership Standards, determines adversely impacts the reputation of other member associations, the YMCA brand or the national YMCA movement.

(k) Which annually certifies that, notwithstanding its local autonomy, the member association meets child abuse prevention and aquatic safety practices specified by the National Board.

SANCTIONS

Section 3. The National Board shall have the power to terminate, put on probation or otherwise condition the membership of a member association in the National Council for failure to meet any or all of the established criteria for membership as stated in Article II, Section 2.

RESPONSIBILITY FOR BRANCHES

Section 4. Member associations are solely responsible for their branches complying with the qualifications for membership as set forth in Article II, Section 2.

YMCA Mission:

To put Christian principles into practice through programs that build healthy spirit, mind and body for all.

YMCA OF THE USA

101 N Wacker Drive
Chicago IL 60606
800 872 9622
312 977 9063

ymca.org

Young Men's Christian Association of Metropolitan
Detroit and Subsidiary and Affiliate

Consolidated Financial Statements
December 31, 2023

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Contents

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Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

Independent Auditor's Report

To the Board of Directors
Young Men's Christian Association
of Metropolitan Detroit and Subsidiary and Affiliate

Opinion

We have audited the consolidated financial statements of Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate (the "Association"), which comprise the consolidated balance sheet as of December 31, 2023 and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Association as of December 31, 2023 and the changes in its net assets, functional expenses, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are required to be independent of the Association and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

To the Board of Directors
Young Men's Christian Association
of Metropolitan Detroit and Subsidiary and Affiliate

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate's 2022 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 18, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2022 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Plante & Morse, PLLC

May 22, 2024

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Consolidated Balance Sheet

December 31, 2023
(with summarized comparative totals for December 31, 2022)

	2023	2022
Assets		
Cash and cash equivalents	\$ 2,208,540	\$ 3,745,140
Restricted cash (Note 2)	103,226	100,629
Cash equivalents designated for future use (Note 2)	69,819	2,046,647
Investments - Short term (Note 11)	7,065,405	5,255,072
Receivables - Net of allowances: (Note 2)		
Accounts	17,117	105,465
United Way - Operating	195,236	446,722
Employee Retention Credit receivable	-	1,204,567
Other	830,701	851,264
Contributions receivable - Net (Note 3)	815,425	1,653,874
Prepaid expenses and other assets	1,222,628	153,654
Cash equivalents held for long-term use	412,819	131,623
Investments - Long term (Note 11)	3,080,109	3,327,663
Other noncurrent assets	534,770	516,529
Cash restricted to investment in property, plant, and equipment	769,445	448,685
Contributions receivable restricted to investment in property, plant, and equipment - Net (Note 3)	83,296	227,469
Assets held for sale (Note 4)	5,585,244	7,085,244
Right-of-use assets - Operating (Note 6)	952,101	15,083
Right-of-use assets - Finance (Note 6)	114,227	213,811
Property, plant, and equipment - Net (Note 4)	24,111,413	26,368,108
Total assets	\$ 48,171,521	\$ 53,897,249
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 1,242,539	\$ 1,226,542
Accrued liabilities and other	772,904	791,250
Deferred revenue (Note 2)	954,132	1,906,037
Obligations under life income contracts	49,739	68,712
Lease liabilities - Operating (Note 6)	955,703	15,083
Lease liabilities - Finance (Note 6)	110,804	209,648
Bonds payable - Net (Note 5)	11,037,067	13,549,190
Long-term notes payable (Note 5)	302,444	692,942
Total liabilities	15,425,332	18,459,404
Net Assets		
Without donor restrictions:		
Undesignated	18,220,136	19,734,250
Board designated (Note 12)	6,923,123	7,064,938
Total without donor restrictions	25,143,259	26,799,188
With donor restrictions (Note 7)	7,602,930	8,638,657
Total net assets	32,746,189	35,437,845
Total liabilities and net assets	\$ 48,171,521	\$ 53,897,249

See notes to consolidated financial statements.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Consolidated Statement of Activities and Changes in Net Assets

Year Ended December 31, 2023
(with summarized comparative totals for the year ended December 31, 2022)

	2023		2022	
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Revenue, Gains, and Other Support				
Camping and program fees	\$ 9,296,579	\$ -	\$ 9,296,579	\$ 8,149,873
Contributions and bequests	1,141,218	894,770	2,035,988	3,331,877
Grants and government contracts	4,601,763	356,500	4,958,263	7,728,720
Membership dues	7,530,293	-	7,530,293	6,089,424
United Way - Operating	-	-	-	513,972
Rentals	182,016	-	182,016	163,618
Net special events	472,454	-	472,454	317,589
Net realized and unrealized gains (losses) on investments	462,238	39,330	501,568	(1,515,339)
Interest income	435,682	-	435,682	332,523
Distributions on life income contracts	(13,363)	-	(13,363)	(25,227)
Change in value of life income contracts	18,973	-	18,973	76,420
Gain (loss) on disposal of fixed assets	2,634,707	-	2,634,707	(25,780)
Impairment loss on asset held for sale	(1,500,000)	-	(1,500,000)	(500,000)
Other revenue	143,226	-	143,226	107,756
Total revenue, gains, and other support	25,405,786	1,290,600	26,696,386	24,745,426
Net Assets Released from Restrictions	2,326,327	(2,326,327)	-	-
Total revenue, gains, other support, and net assets released from restrictions	27,732,113	(1,035,727)	26,696,386	24,745,426
Expenses				
Program services	21,947,227	-	21,947,227	20,494,990
Support services:				
Management and general	6,609,069	-	6,609,069	5,907,241
Fundraising	831,746	-	831,746	943,250
Total support services	7,440,815	-	7,440,815	6,850,491
Total expenses	29,388,042	-	29,388,042	27,345,481
Decrease in Net Assets	(1,655,929)	(1,035,727)	(2,691,656)	(2,600,055)
Net Assets - Beginning of year	26,799,188	8,638,657	35,437,845	38,037,900
Net Assets - End of year	\$ 25,143,259	\$ 7,602,930	\$ 32,746,189	\$ 35,437,845

See notes to consolidated financial statements.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Consolidated Statement of Functional Expenses

Year Ended December 31, 2023
(with summarized comparative totals for the year ended December 31, 2022)

	Support Services			Total	
	Program Services	Management and General	Fundraising	Total Support Services	2022
Salaries	\$ 9,892,947	\$ 2,151,786	\$ 317,772	\$ 2,469,558	\$ 11,780,120
Health and retirement costs	1,058,769	435,922	91,222	527,144	1,553,313
Payroll taxes	849,353	237,299	41,589	278,888	992,595
Total salaries and related expenses	11,801,069	2,825,007	450,583	3,275,590	14,326,028
Contracted program instruction and other fees	1,447,890	396,163	62,393	458,556	1,582,139
Legal, audit, and consulting	51,540	203,196	60,571	263,767	359,263
Supplies	1,803,381	66,427	30,636	97,063	1,921,037
Telephone	111,702	88,065	4,099	92,164	189,610
Postage and shipping	2,132	11,643	404	12,047	10,173
Occupancy	380,161	43,932	6,740	50,672	433,671
Utilities	1,441,893	345,169	55,054	400,223	1,773,551
Repairs and maintenance	1,095,232	351,787	39,780	391,567	1,215,713
Insurance and taxes	446,128	106,479	11,375	117,854	481,465
Promotion and advertising	144,692	697,778	569	698,347	780,530
Travel and entertainment	181,703	105,357	5,716	111,073	252,691
Conferences and trainings	134,289	105,881	23,184	129,065	234,341
Dues and fees	79,661	363,508	33,460	396,968	391,044
Federation membership dues to national office	-	310,713	-	310,713	239,604
Equipment rental	69,626	18,367	1,623	89,616	93,023
Miscellaneous	16,662	1,072	-	17,734	278
Credit loss expense	156,719	-	(45,119)	(45,119)	162,058
Operating lease expense	207,815	-	-	-	207,815
Interest expense	513,088	122,826	19,590	142,416	444,572
Depreciation	1,737,384	415,905	66,336	482,241	2,285,601
Amortization of right-of-use asset	124,460	29,794	4,752	34,546	161,388
Special events	-	-	361,954	361,954	509,912
Total functional expenses	\$ 21,947,227	\$ 6,609,069	\$ 1,193,700	\$ 7,802,769	\$ 27,855,393

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Consolidated Statement of Cash Flows

Year Ended December 31, 2023

(with summarized comparative totals for the year ended December 31, 2022)

	2023	2022
Cash Flows from Operating Activities		
Decrease in net assets	\$ (2,691,656)	\$ (2,600,055)
Adjustments to reconcile decrease in net assets to net cash and cash equivalents from operating activities:		
Depreciation	2,219,625	2,285,601
Credit loss expense	111,600	162,058
Noncash lease expense	333,317	168,866
Amortization of debt issuance costs	22,068	22,068
(Gain) loss on investments	(537,365)	1,515,339
(Gain) loss on disposition of assets	(2,634,707)	25,780
Change in value of life income contracts	(5,610)	(51,193)
Contributions restricted for endowment and long-term use	(355,306)	(453,685)
Impairment loss	1,500,000	500,000
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:		
Receivables	2,935,986	(2,183,452)
Prepaid expenses and other assets	112,785	567
Accounts payable	15,997	(61,735)
Accrued and other liabilities	(18,346)	(68,734)
Deferred revenue	(951,905)	1,154,549
Financing leases	(57,040)	(8,546)
Operating leases	(173,091)	(7,479)
Net cash and cash equivalents (used in) provided by operating activities	(173,648)	399,949
Cash Flows from Investing Activities		
Purchases of property, plant and equipment	(528,223)	(1,417,016)
Proceeds from disposition of property, plant and equipment	1,500,000	-
Purchases of investments	(1,982,378)	(3,077,200)
Proceeds from sales of investments	675,768	3,000,301
Net cash and cash equivalents used in investing activities	(334,833)	(1,493,915)
Cash Flows from Financing Activities		
Principal payments on long-term notes payable	(373,733)	(326,514)
Principal payments on bonds payable	(2,534,191)	(853,256)
Payments on debt financing	(16,765)	(16,060)
Distributions on life income contracts	(13,363)	(25,227)
Proceeds from endowment and long-term use gifts	355,306	453,685
Payments on financing leases	(98,844)	(157,004)
Net cash and cash equivalents used in financing activities	(2,681,590)	(924,376)
Net Decrease in Cash and Cash Equivalents	(3,190,071)	(2,018,342)
Cash and Cash Equivalents - Beginning of year	6,341,101	8,359,443
Cash and Cash Equivalents - End of year	\$ 3,151,030	\$ 6,341,101
Consolidated Balance Sheet Classification of Cash and Cash Equivalents		
Cash and cash equivalents	\$ 2,208,540	\$ 3,745,140
Restricted cash	103,226	100,629
Cash restricted for investment in property, plant, and equipment	769,445	448,685
Cash designated for future use	69,819	2,046,647
Total cash and cash equivalents	\$ 3,151,030	\$ 6,341,101
Supplemental Cash Flow Information - Cash paid for interest	\$ 633,454	\$ 394,031
Significant Noncash Transactions		
Right-of-use asset obtained for new lease liabilities	\$ 1,121,069	\$ -
Prepaid below market rent obtained as a result of Birmingham sale-leaseback transaction (Note 4)	1,200,000	-

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 1 - Nature of Business

The accompanying consolidated financial statements reflect the consolidated balance sheet and the consolidated statements of activities and changes in net assets, functional expenses, and cash flows for Young Men's Christian Association of Metropolitan Detroit (the "Organization"); its wholly owned subsidiary, Y-Education Services, L3C (Y-ES); and its affiliate, the Young Men's Christian Association of Metropolitan Detroit Foundation (the "Foundation") (collectively, the "Association"). All material intercompany accounts and transactions have been eliminated.

The Organization is an association of men, women, and children committed to bringing about lasting personal and social change. With a focus on nurturing the potential of every child and teen, improving the nation's health and well-being, and providing opportunities to give back and support neighbors, the Organization enables youth, adults, families, and communities to be healthy, confident, connected, and secure. The Organization is composed of seven branches, two resident camps, and six outreach programs, located primarily in the southeastern Michigan area. The Foundation is a separate legal entity formed in 2003 to manage certain investment activity and to provide financial support to the Organization. The Organization and the Foundation have certain common board members.

Note 2 - Significant Accounting Policies

Cash Equivalents

For the purpose of the consolidated statement of cash flows, the Association considers all highly liquid instruments with an original maturity of three months or less when purchase to be cash equivalents.

Cash Equivalents Designated for Future Use

Cash equivalents designated for future use consist of cash equivalents held for the purpose of fulfilling the agreements on life income contracts and cash equivalents of endowment funds held temporarily until invested in long-term investments.

Restricted Cash

Under the terms of an agreement with a bank, the Association has agreed to maintain a cash balance of \$100,000, which is secured collateral for the Association's corporate credit card line of credit. At December 31, 2023, \$103,226 of cash is restricted for that purpose.

Classification of Net Assets

Net assets of the Association are classified based on the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions or for which the donor-imposed restrictions have expired or been fulfilled. Net assets in this category may be expended for any purpose in performing the primary objectives of the Association.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, where the donor has stipulated the funds be maintained in perpetuity.

Earnings, gains, and losses on donor-restricted net assets are classified as net assets without donor restrictions unless specifically restricted by the donor or by applicable state law.

Board-designated net assets include \$3,989,490 of quasi-endowment funds and \$2,933,634 of designations for future investment and potential cash flow operating needs. The board designations include cash equivalents designated for future use on the consolidated balance sheet.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 2 - Significant Accounting Policies (Continued)

Investments

Investments are recorded at fair market value. Estimated fair values are provided by external investment managers. The Association reviews and evaluates the values provided by the investment manager and agrees with the valuation methods and significant assumptions used in determining fair value of the nonmarketable alternative investments.

These alternative investments include hedged investments and private investments, which may contain elements of both credit and market risk. Such risks include, but are not limited to, limited liquidity, absence of oversight, dependence upon key individuals, emphasis on speculative investments, and nondisclosure of portfolio composition. Because alternative investments are not readily marketable, their estimated value is subject to uncertainty and, therefore, may differ significantly from the value that would have been used had a ready market for these securities existed.

Accounts Receivable

Accounts receivable are stated at the applicable membership or program fee. The Association's policy is to record accounts receivable for certain types of memberships and programs when a commitment to participate has been made by the third party to the Association. An allowance for credit losses is calculated by considering historical losses and applying that information to total accounts receivable. Amounts deemed to be uncollectible are charged to the provision for credit losses in the period that such a determination is made. The Association has recorded an allowance for credit loss for accounts receivable of \$90,000 at December 31, 2023.

Cash and Contributions Restricted for Investment in Property, Plant, and Equipment

Cash and contributions restricted for investment in property, plant, and equipment represents amounts collected and pledges received related to the Association's Revitalize and Thrive campaign that are restricted for future improvements to the Association's property, plant, and equipment. Contributions receivable restricted for investment in property, plant, and equipment are recorded as revenue when an irrevocable promise to give is received. The revenue is measured at the present value of expected cash flows.

Assets Held for Sale

Assets held for sale represent property that was being actively marketed for sale at year end. These assets are recorded at the lower of the net book value or estimated fair value less costs to sell. See Note 4 for further details.

Property, Plant, and Equipment

Purchased property, plant, and equipment are recorded at cost. Property and equipment received as contributions are recorded at the fair market value at the date of receipt. When certain events or changes in operating conditions occur, an impairment assessment is performed and the value and lives of property and equipment may be adjusted. Depreciation is provided on a straight-line basis over the estimated useful lives of the respective assets. Costs of repairs and maintenance are charged to expense as incurred.

Revenue Recognition

The Association has revenue resulting from contracts with members and participants related to membership dues and service fees. Total revenue from contracts with customers for the year ended December 31, 2023 was \$17,152,114. In some situations, the Association collects cash prior to the satisfaction of the performance obligation, which results in the Association recognizing contract liabilities. These contract liabilities are reflected within deferred revenue in the accompanying consolidated balance sheet.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 2 - Significant Accounting Policies (Continued)

Membership Dues

Membership dues are reported at the amount that reflects the consideration to which the Association expects to be entitled in exchange for providing member services. Family and individual memberships are available on an annual basis. Most of the membership dues are billed and paid on a monthly basis via electronic payment methods.

For memberships, the Association has performance obligations based on the nature of the services provided and include performance obligations to provide access to the facilities, such as the gym, pool, and exercise equipment, to members each month. The annual membership price is allocated, and revenue is recognized on a straight-line basis throughout the annual membership period since the performance obligation is the same each month (i.e., to provide access to facilities). There are no receivables associated with memberships since the payments are automatically withdrawn from member bank accounts or charged to member credit cards.

Membership dues constitute approximately 44 percent of total revenue from contracts with members and participants for the year ended December 31, 2023.

Camping and Program Fees

For camping and program fee revenue, the Association has performance obligations related to child care services, programs, and camps.

The performance obligation related to child care is to provide daily child care services. The transaction price is based on a weekly rate for services provided each week. Since services are provided on a daily basis, the transaction price is allocated on a straight-line basis for each day that care is provided. Child care is billed and recognized as revenue over time because the performance obligation is satisfied as the services are performed. Accounts receivable exist for unpaid amounts, the majority of which has an allowance for doubtful accounts established. Deferred revenue is recorded for amounts paid in advance.

The Association provides a variety of programs for a fee, including aquatics, sports, fitness classes, etc. The duration of the programs is generally short (approximately six to eight weeks). The contract is to provide the program in exchange for a fee. The performance obligation related to programs is to provide the program (i.e., class or scheduled gym space), which is provided equally throughout the duration of the program. The transaction price is allocated on a straight-line basis because the services are provided equally throughout the duration of the program. There are generally no receivables or deferred revenue, as participants cannot participate if they do not pay, and payment is received shortly before the program starts.

The Association offers camping programs throughout southeastern Michigan. Individuals and groups enroll in the camp programs. The camping programs are provided in exchange for a fee. The performance obligation related to the camp programs is to provide the camping program for the duration for which the individual or group has signed up. The price is allocated on a straight-line basis because the services are provided equally throughout the duration of the camping program. Camp fees are charged and paid in advance of the services provided. The Association defers prepaid camp fees until the services are provided. Revenue is recognized on a straight-line basis over the period the camping program is provided.

Camping and program fee revenue constitutes approximately 54 percent of total revenue from contracts with customers for the year ended December 31, 2023.

Revenue from the sale of certain types of memberships and programs is deferred and recognized as income over the period of the membership or program.

Notes to Consolidated Financial Statements

December 31, 2023

Note 2 - Significant Accounting Policies (Continued)

Contributions

Contributions of cash and other assets, including unconditional promises to give in the future, are reported as revenue when received, measured at fair value. Donor promises to give in the future are recorded at the present value of estimated future cash flows. Contributions resulting from split-interest agreements, measured at the time the agreements are entered into, are based on the difference between the fair value of the assets received or promised and the present value of the obligation to the third-party recipient(s) under the contract.

Contributions without donor-imposed restrictions and contributions with donor-imposed time or purpose restrictions that are met in the period in which the gift is received are both reported as support without donor restrictions. Other donor-restricted gifts are reported as donor-restricted support and net assets with donor restrictions.

The Association's policy is to record pledges when such pledges are made to the Association, less an allowance for uncollectible amounts, if applicable. The Association has recorded an allowance for doubtful accounts for contributions receivable of \$105,000 at December 31, 2023, of which \$80,000 relates to the contributions receivable restricted to investment in property, plant, and equipment.

Donated Services and Assets

Certain donated services are recognized as support in the consolidated statement of activities and changes in net assets. The value of these services is determined based on estimated fair value. There were no in-kind contributions for the year ended December 31, 2023.

Other volunteers have donated significant amounts of their time to the Association's program services. These volunteer services are not recordable under accounting principles generally accepted in the United States of America. The value of the volunteer services is not disclosed, as no objective basis is available to measure the value of such services.

Long-lived Assets

The Association reports gifts of land, buildings, and equipment as support without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Association reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. There were no gifts of long-lived assets in 2023.

Grants and Government Contracts

Grants and government contracts are generally recognized as services are provided. Grant money received in excess of that earned of \$20,340 is recorded as deferred revenue.

Functional Allocation of Expenses

Costs of providing the program and support services have been reported on a functional basis in the consolidated statement of functional expenses. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Salaries and related expenses are allocated on the basis of time and effort. Depreciation and amortization are allocated on the basis of the program or support service, which uses the fixed asset. Costs have been allocated between the various program and support services based on estimates determined by management. Although the methods of allocation used are considered appropriate, other methods could be used that would produce different amounts.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 2 - Significant Accounting Policies (Continued)

Financial Assistance

The Association provides financial assistance to low-income individuals for membership and program fees. Membership and program fees revenue has been reported net of any applicable financial assistance.

Income Taxes

The Association is a not-for-profit corporation and is exempt from tax under the provisions of Internal Revenue Code Section 501(c)(3). Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Association and recognize a tax liability if the Association has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service (IRS) or other applicable taxing authorities. Management has analyzed the tax positions taken by the Association and has concluded that, as of December 31, 2023, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. The Association is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for years prior to December 31, 2020.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue, expenses, and other changes during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk Arising from Deposit Accounts

The Association maintains cash balances at several banks. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Association evaluates the financial institutions with which it deposits funds; however, it may not be practical to insure all cash deposits.

Risks and Uncertainties

The Association invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheet.

Summarized Comparative Information

The financial information presented for comparative purposes for the year ended December 31, 2022 is not intended to be a complete consolidated financial statement presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Association's 2022 consolidated financial statements, from which the summarized information was derived.

Subsequent Events

Management evaluated subsequent events up through May 22, 2024, and including which is the date the consolidated financial statements were available to be issued. In May 2024, the Association refinanced the Series 2014 Variable Rate Limited Obligation Revenue Refunding Bonds. See Note 5 for more details.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 3 - Contributions Receivable

Included in contributions receivable at December 31, 2023 are several unconditional promises to give. They are expected to be collected as follows:

Contributions receivable	\$ 1,003,721
Less allowance for uncollectible contributions	(105,000)
Net contributions receivable	<u>\$ 898,721</u>
Less than one year	\$ 958,868
One to five years	44,853
Total	<u>\$ 1,003,721</u>

The Association receives conditional contributions for the purpose of ongoing programs that are not recognized as revenue within the consolidated statement of activities and changes in net assets until the conditions are met.

During the year ended December 31, 2022, the Association received a contribution of \$1,000,000 with \$666,666 conditioned upon raising matching contributions for the Association's youth swim programs. Under the terms of the grant, if conditions are met, the Association will receive \$333,333 in 2023 and \$333,333 in 2024. The Association met the conditions for 2023 and recognized revenue of \$333,333.

Conditional contributions are also received from federal and nonfederal sources and revenue is conditioned upon the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Association has incurred expenditures in compliance with specific contract or grant provisions. The amount pledged through conditional contributions not yet recognized as revenue is approximately \$217,000 at December 31, 2023.

Note 4 - Property, Plant, and Equipment

Property, plant, and equipment at December 31, 2023 are summarized as follows:

	Amount	Depreciable Life - Years
Land	\$ 1,598,417	-
Land improvements	1,631,343	10-15
Buildings	49,785,357	15-50
Building improvements	14,667,963	10-15
Machinery and equipment	975,656	2-5
Transportation equipment	473,763	5
Furniture and fixtures	3,089,830	5-10
Computer equipment and software	793,328	3-5
Construction in progress	9,247	-
Total cost	73,024,904	
Accumulated depreciation	<u>48,913,491</u>	
Net property, plant, and equipment	<u>\$ 24,111,413</u>	

Depreciation expense for 2023 was \$2,219,625.

Notes to Consolidated Financial Statements

December 31, 2023

Note 4 - Property, Plant, and Equipment (Continued)

During the year ended December 31, 2020, the Association elected to close three branch locations. Of these, one property remains held for sale on the consolidated balance sheet and is evaluated annually for impairment. During the year ended December 31, 2023, the Association determined the estimated fair value of the building was lower than the net book value and recorded an impairment loss of \$1,500,000. The estimated fair value was based on the expected eventual sale price of the facility. The Association will continue to monitor market conditions to determine if further impairment is indicated in future periods.

During the year ended December 31, 2023, the Association sold a property with a net book value of approximately \$528,000 at the time of the sale and subsequently entered into a sale-leaseback arrangement with the buyer of the property to lease the property for three years at \$1 of rent per year, beginning in July 2023. The property was sold for cash consideration of \$2,000,000, \$500,000 of which is included within other receivables on the consolidated balance sheet as of December 31, 2023. The fair market value of the lease acquired as part of the transaction was estimated to be \$1,200,000 based on the rents of comparable properties in the surrounding area. As of December 31, 2023, there is \$1,000,000 recorded as prepaid rent, which is included within prepaid expenses and other assets on the consolidated balance sheet. As a result of the sale, the Association recognized a gain of approximately \$2,650,000, which is included within gain on disposal of fixed assets on the consolidated statement of activities and changes in net assets.

Note 5 - Long-term Debt

In June 2014, the Association entered into an agreement with the Michigan Strategic Fund to issue the Series 2014 Variable Rate Limited Obligation Revenue Refunding Bonds (Series 2014 Bonds) to pay off the remaining principal on the 2001 and 2003 Bonds. The Series 2014 Bonds were directly purchased by a bank for the outstanding principal amount of \$28,135,000.

The maturity date of the bond agreement was July 1, 2034; however, under the purchase agreement, the bank had the right to redeem the Series 2014 Bonds on June 1, 2021. In February 2021, the bond agreement was amended. Additionally, the bank provided a certificate of extension, extending the Bank Purchase Rate Mandatory Tender Date to May 31, 2024. The bond agreement was further amended during 2023 to adjust the interest rate from LIBOR to SOFR and adjust the amortization schedule.

On May 16, 2024, the bond agreement was further amended to extend the Bank Purchase Rate Mandatory Tender Date to June 1, 2026. This tender date may be extended at the sole discretion of the purchaser. Under the amended agreement, the Association is subject to certain financial covenants that are measured monthly through April 2026.

Under the May 2024 amendment, monthly principal payments of \$98,819 are due through June 1, 2032. Monthly principal payments of \$47,570 are due from July 1, 2032 through July 1, 2034. Payments are due on the first day of each month. The debt bears interest at the rate of 0.11448 percent plus the term SOFR (an effective rate of 4.911 percent at December 31, 2023).

The amount reported at December 31, 2023 is \$11,037,067, which represents the outstanding principal due of \$11,268,749, net of unamortized debt issuance costs of \$231,682. Debt issuance costs are being amortized on a straight-line basis over the term of the bonds. Amortization expense was \$22,068 in 2023.

The debt is collateralized by accounts receivable; legally available investments; and substantially all land, buildings, and equipment of the Association. In addition, the Association is subject to meeting certain financial covenants, including maintaining certain monthly financial results and maintaining assets without donor restrictions.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 5 - Long-term Debt (Continued)

In June 2021, the Association received a \$1,248,065 installment note loan from its bank to pay off outstanding equipment term loans of \$748,065 and the \$500,000 line of credit balance. The note is payable in monthly installments of approximately \$27,000 beginning on July 1, 2021 through November 2024. The note had an interest rate of 7.725 percent at December 31, 2023. The balance of the note was \$275,907 at December 31, 2023.

During 2020, the Association obtained financing of approximately \$82,000 to purchase equipment. Payments are due in monthly installments of approximately \$1,500 over the 63-month term. The balance of the loan was \$26,537 at December 31, 2023.

Minimum principal payments on the bonds and notes payable to maturity as of December 31, 2023 are as follows:

Years Ending	Amount
2024	\$ 1,479,231
2025	1,194,859
2026	1,185,823
2027	1,185,823
2028	1,185,823
Thereafter	5,339,634
Unamortized debt discount	(231,682)
Total	<u>\$ 11,339,511</u>

Interest expense for 2023 was \$651,353, which includes \$22,068 of bond amortization expense.

Note 6 - Leases

The Association is obligated under operating leases primarily for use of space, expiring at various dates through 2026. The right-of-use asset and related lease liability have been calculated using the risk-free discount rates ranging from 4.47 percent to 5.49 percent. The leases require the Association to pay taxes, insurance, utilities, and maintenance costs.

The Association leases fitness and office equipment under long-term lease arrangements that are classified as finance leases. Under the terms of the lease agreements, payments of \$13,068 are due monthly through 2025. The right-of-use asset and related lease liability have been calculated using risk-free discount rates ranging from 0.65 percent to 1.29 percent.

The Association made a policy election not to separate lease and nonlease components for the operating leases and financing leases. Therefore, the full amount of the lease payments are included in the recorded right-of-use asset and lease liability for the leases of space and fitness and office equipment, expiring at various dates through 2026.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 6 - Leases (Continued)

Expenses recognized under these leases for the year ended December 31, 2023 are recognized on the straight-line basis and consist of the following:

Finance lease cost:	
Amortization of right-of-use assets	\$ 159,006
Interest on lease liabilities	1,700
Operating lease cost	<u>207,815</u>
Total lease cost	<u>\$ 368,521</u>

Other information:	
Weighted-average remaining lease term - Finance leases	9.14 months
Weighted-average remaining lease term - Operating leases	29.71 months
Weighted-average discount rate - Finance leases	0.9 %
Weighted-average discount rate - Operating leases	4.5 %

Future minimum rent on noncancelable leases as of December 31, 2023 for each of the next three years, and in the aggregate, is as follows:

Years Ending December 31	Operating Leases	Direct Finance Leases	Total Payments
2024	\$ 411,745	\$ 102,465	\$ 514,210
2025	400,000	8,847	408,847
2026	<u>200,000</u>	<u>-</u>	<u>200,000</u>
Total	1,011,745	111,312	1,123,057
Less amount representing interest	<u>56,042</u>	<u>508</u>	<u>56,550</u>
Present value of net minimum lease payments	955,703	110,804	1,066,507
Less current obligations	<u>411,745</u>	<u>102,465</u>	<u>514,210</u>
Long-term obligations under leases	<u>\$ 543,958</u>	<u>\$ 8,339</u>	<u>\$ 552,297</u>

Note 7 - Donor-restricted Net Assets

Net assets with donor restrictions as of December 31, 2023 are available for the following purposes:

Subject to expenditures for a specified purpose and the passage of time	\$ 3,897,902
Subject to the passage of time - Life Income Fund	214,387
Subject to the Association's spending policy and appropriation (Note 12)	<u>3,490,641</u>
Total	<u>\$ 7,602,930</u>

The Life Income Fund includes resources and obligations created by various split-interest agreements entered into with donors. Under the terms of the contracts, the Association is required to invest amounts received and distribute the investment income, net of related expenses, to designated beneficiaries.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 7 - Donor-restricted Net Assets (Continued)

Upon the death of a beneficiary, the principal remaining under each contract reverts to the Association or other designated beneficiaries, in accordance with the terms of the respective contract. Investments are recorded at fair market value. Liabilities are recorded at the net present value of payments due using the 1980 commissioner's standard ordinary mortality table and discount rates ranging from 6 to 7 percent.

Note 8 - Van Dusen Endowment

Certain funds donated by outside donors for the benefit of the Association are held and managed by the Community Foundation for Southeastern Michigan (the "Community Foundation"). The Community Foundation maintains variance power, which, as a result, requires that the assets it holds not be recorded as assets of the Association. The fair market value of these funds is \$2,094,439 at December 31, 2023. These funds are not reflected in the consolidated financial statements. Earnings are available for distribution to the Association for operations at the discretion of the Community Foundation and are, therefore, not reflected as revenue in the consolidated financial statements until received by the Association. During the year ended December 31, 2023, the Community Foundation distributed \$93,392 to the Association.

Note 9 - Retirement Plans

The Association participates in the YMCA Retirement Fund Retirement Plan, which is a defined contribution, money purchase, church plan that is intended to satisfy the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986 (the "Code"), as amended, and the YMCA Retirement Fund Tax-Deferred Savings Plan, which is a retirement income account plan, as defined in Section 403(b)(9) of the Code. Both plans are sponsored by the Young Men's Christian Association Retirement Fund (the "Fund"). The Fund is a not-for-profit, tax-exempt pension fund incorporated in the state of New York (1922) organized and operated for the purpose of providing retirement and other benefits for employees of Young Men's Christian Associations (YMCAs) throughout the United States. The plans are operated as church pension plans. Participation is available to all duly organized and reorganized YMCAs and their eligible employees. As a defined contribution plan, the retirement plan and tax-deferred savings plan have no unfunded benefit obligations.

In accordance with the agreement between the Association and the Fund, contributions for the YMCA Retirement Fund Retirement Plan are a percentage of the participating employees' salaries. These amounts are paid by the Association. Total contributions charged to retirement costs in the fiscal year were approximately \$659,000.

Contributions to the YMCA Retirement Fund Tax-Deferred Savings Plan are withheld from employees' salaries and remitted to the YMCA Retirement Fund. There is no matching employer contribution in this plan.

Note 10 - Related Party Transactions

During 2023, the Association conducted various transactions with entities that have owners or key employees who are Association board members. The following is a summary of the significant transactions:

Electricity and gas	\$	1,329,004
Marketing and promotion		242,105

Notes to Consolidated Financial Statements

December 31, 2023

Note 11 - Fair Value Measurements

Accounting standards require certain assets and liabilities be reported at fair value in the consolidated financial statements and provide a framework for establishing that fair value. The framework for determining fair value is based on a hierarchy that prioritizes the inputs and valuation techniques used to measure fair value.

Fair values determined by Level 1 inputs use quoted prices in active markets for identical assets that the Association has the ability to access.

Fair values determined by Level 2 inputs use other inputs that are observable, either directly or indirectly. These Level 2 inputs include quoted prices for similar assets in active markets and other inputs, such as interest rates and yield curves, that are observable at commonly quoted intervals.

Level 3 inputs are unobservable inputs, including inputs that are available in situations where there is little, if any, market activity for the related asset. These Level 3 fair value measurements are based primarily on management's own estimates using pricing models, discounted cash flow methodologies, or similar techniques taking into account the characteristics of the asset.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Association's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset.

The following table presents information about the Association's assets measured at fair value on a recurring basis at December 31, 2023 and the valuation techniques used by the Association to determine those fair values:

Assets Measured at Fair Value on a Recurring Basis at December 31, 2023				
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at December 31, 2023
Assets				
Investments:				
Index funds	\$ 4,427,705	\$ -	\$ -	\$ 4,427,705
Mutual funds	429,566	-	-	429,566
Fixed income and preferred stocks	-	4,727,830	-	4,727,830
Total	<u>\$ 4,857,271</u>	<u>\$ 4,727,830</u>	<u>\$ -</u>	9,585,101
Investments measured at net asset value - Alternative investments:				
Hatteras multistrategy				49,299
JLL Property Income Trust				511,114
Total assets				<u>\$ 10,145,514</u>

Notes to Consolidated Financial Statements

December 31, 2023

Note 11 - Fair Value Measurements (Continued)

The fair value of fixed income and preferred stocks at December 31, 2023 was determined primarily based on Level 2 inputs. The Association estimates the fair value of these investments using quoted market prices and other market data for the same of comparable instruments and transactions, discounted cash flow models, and other pricing models. These models are primarily industry-standard models that consider various assumptions, including time value and yield curve assumptions, as well as other relevant economic measures.

Investments in Entities that Calculate Net Asset Value per Share

The alternative investments valued at net asset value consist of investments in the Hatteras Multi-Strategy TEI Institutional Fund, L.P. (the "Hatteras") and the JLL Property Income Trust (the "Trust").

The Hatteras is a closed-end investment management company registered under the Investment Company Act of 1940, as amended. The Foundation holds a limited partnership interest in the Hatteras. This fund of funds investment invests in hedged investments and private investments. The Hatteras' investment objective is to provide capital appreciation consistent with the return characteristics of larger endowments. The estimated fair value of the Association's interest in the investment company is provided by an external investment manager and is based on net asset value per share (or its equivalent) of the investment company. The Association reviews and evaluates the values provided by the investment manager and agrees with the valuation methods and significant assumptions used in determining fair value. At December 31, 2023, the Association had no unfunded commitments with the investment company. The investors are in the process of fully liquidating the fund over the next several quarters; however, there is no estimate available on when investors will receive their remaining investment.

The JLL Income Property Trust is an institutionally managed, daily valued, perpetual life real estate investment trust (REIT). The Trust's investment objective is to acquire, own, and actively manage a broadly diversified portfolio of core properties and real estate-related assets that aims to generate income for stockholders. The estimated fair value of the Association's interest in the trust is provided by an external investment manager and is based on net asset value per share (or its equivalent) of the trust. The Association reviews and evaluates the values provided by the investment managers and agrees with the valuation methods and significant assumptions used in determining fair value. At December 31, 2023, the Association had no unfunded commitments with the Trust. After an initial one-year holding period, liquidity is made available through a daily share repurchase plan, subject to certain limitations.

Note 12 - Donor-restricted and Board-designated Endowments

The Association's endowment includes both donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Net assets associated with endowment funds, including funds designated by the board of directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 12 - Donor-restricted and Board-designated Endowments (Continued)

Interpretation of Relevant Law

The Association is subject to the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the board of directors appropriates such amounts for expenditures. Furthermore, unrealized and realized gains and losses are considered appropriated in the year they occur and simultaneously designated by the board. The board of directors of the Association had interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Association considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Association has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the Association and the donor-restricted endowment fund
- General economic conditions
- The possible effect of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Association
- The investment policies of the Association

Endowment Net Asset Composition by Type of Fund as of December 31, 2023			
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	\$ 3,989,490	\$ -	\$ 3,989,490
Donor-restricted endowment funds - Original donor-restricted gift amount and amounts required to be maintained in perpetuity by the donor	-	3,490,641	3,490,641
Total	<u>\$ 3,989,490</u>	<u>\$ 3,490,641</u>	<u>\$ 7,480,131</u>
Changes in Endowment Net Assets for the Fiscal Year Ended December 31, 2023			
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets - Beginning of year	\$ 2,162,542	\$ 3,458,641	\$ 5,621,183
Investment return:			
Investment income	214,293	-	214,293
Net appreciation (realized and unrealized)	434,452	-	434,452
Total investment return	648,745	-	648,745
Contributions	1,214,000	32,000	1,246,000
Appropriation of endowment assets for expenditure	(35,797)	-	(35,797)
Endowment net assets - End of year	<u>\$ 3,989,490</u>	<u>\$ 3,490,641</u>	<u>\$ 7,480,131</u>

Young Men's Christian Association of Metropolitan Detroit and Subsidiary and Affiliate

Notes to Consolidated Financial Statements

December 31, 2023

Note 12 - Donor-restricted and Board-designated Endowments (Continued)

Underwater Endowment Funds

As of December 31, 2023, there were no funds with deficiencies.

Return Objectives and Risk Parameters

The Association has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Association must hold in perpetuity or for a donor-specified period(s), as well as board-designated funds. Under this policy, as approved by the board of directors, the endowment assets are invested in a manner that is intended to produce results that exceed the market index, or blended market index, net of fees selected and agreed upon by the Foundation's board that most closely correspond to the style of investment management, while displaying an overall level of risk in the portfolio, which is consistent with the risk associated with the benchmark specified. The Association expects its endowment funds, over time, to emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated inasmuch as it is consistent with the volatility of a comparable market index.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Association typically has a policy of appropriating for distribution each year 6 percent of its endowment fund's average fair value for the previous three years as of March 31 through the calendar year end preceding the fiscal year in which the distribution is planned.

In establishing the annual distribution policy, the Association expects to achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of the assets. The Association has a policy that permits spending from underwater endowment funds depending on the degree to which the fund is underwater, unless otherwise precluded by donor intent or relevant laws and regulations. The Association elected not to take an annual distribution from the donor-restricted endowment in 2023.

Note 13 - Pandemic Relief Funding

The CARES Act of 2020 introduced the Employee Retention Credit (ERC) as pandemic relief for eligible organizations. The ERC is a refundable credit against certain employment taxes and qualifies as a government grant. Under generally accepted accounting principles, government grants are recognized as revenue in the period in which an organization substantially overcomes all measurable barriers to be entitled to the funding. Management has determined that the measurable barriers that must be overcome for entitlement to the ERC funding are qualifying for the credit based on meeting the threshold for gross receipts decline in 2021 compared to 2019 and incurring eligible payroll expenses. For the year ended December 31, 2021, the Association determined these conditions have been met and recognized approximately \$2.4 million of ERC revenue on the consolidated statement of activities and changes in net assets in that year. The Association received the remaining ERC receivable of \$1.2 million during 2023.

Notes to Consolidated Financial Statements

December 31, 2023

Note 13 - Pandemic Relief Funding (Continued)

The Association's ERC claim is subject to review by the Internal Revenue Service within the applicable statute of limitations. If a portion or all of the ERC is determined to be ineligible upon IRS review, the Association would be required to return the ineligible portion on demand and could potentially be subject to penalties and interest on unpaid employment taxes.

Note 14 - Liquidity and Availability of Financial Resources

The following reflects the Association's financial assets as of December 31, 2023, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the consolidated balance sheet date:

Financial assets at year end	\$ 15,751,138
Less those unavailable for general expenditures within one year due to contractual or donor-imposed restrictions:	
Restricted by donor for capital use	852,741
Subject to appropriation and satisfaction of donor restrictions	3,490,641
Investments held in annuity trust	214,387
Board-designated endowment:	
Endowment fund, primarily for long-term investing	3,623,121
Contribution	433,634
	<u> </u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 7,136,614</u>

The Association has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due, while it also realizes there could be unanticipated liquidity needs. The Association considers general expenditures to include all costs with the exception of bond debt service costs, principal and interest, and capital outlay. In addition, the Association invests cash in excess of daily requirements in various short-term investments.

The Association received a significant unrestricted gift in 2020. The gift has been board designated for future investment and for cash flow operating needs. It is estimated that approximately \$2,500,000 will be appropriated for general expenditures in 2024.

The Association's endowment consists of a board-designated endowment of \$3,989,490 at December 31, 2023, in addition to the donor-restricted endowment. Income from the endowment is not restricted and, therefore, available for general expenditure.

Note 15 - Management's Plan

Over the past two years, the Association has been working to rebuild from the tremendous negative impact of the pandemic. After a more than six-month mandatory closure and ongoing disruptions to normal operations, the Association experienced historic declines in revenue in 2020 and 2021. Since then, significant progress has been made in this recovery, with 65 percent growth in membership and program revenue. However, even with this progress, revenue is still below pre-pandemic levels, and more work must be done to fully recover from the impact of the pandemic.

Notes to Consolidated Financial Statements

December 31, 2023

Note 15 - Management's Plan (Continued)

The Association has implemented the following plans to continue rebuilding from the pandemic:

- The Association will continue to drive membership and program revenue growth through further implementation of the key components of the turnaround plan, which seeks to improve the member experience by making targeted investments in staff and facilities. Management believes that this strategy has been instrumental in the revenue growth achieved over the past two years and is committed to continuing with this plan.
- The Association continues to operate with a reduced staffing structure in alignment with current revenue levels. The current staffing model remains at approximately 58 percent of pre-pandemic levels.
- The North Oakland branch of the Association is for sale. Proceeds from an eventual sale will decrease the outstanding debt obligations of the Association. In addition to the sale of the North Oakland branch, Association leadership is assessing operating performance and property values at each of the remaining branches and is considering further decisions about potential branch closures in the future.
- In 2020, the Probate Court for the County of Wayne approved a petition to release from charitable restrictions \$3,085,457 of the Association's donor-restricted endowment funds to support operating cash flow needs. Management has accessed these funds as necessary to manage through the financial challenges brought on by the pandemic. To date, the Association has utilized \$2 million of these funds to meet operating cash flow needs, leaving \$1,085,457 available for future needs.
- The Association received a \$10 million unrestricted gift in 2020. The gift has been instrumental in enabling the Association to deal with the negative financial impacts of the pandemic. The Association used \$7 million of as part of its pandemic recovery plan, leaving approximately \$3 million available for future use.
- On May 16, 2024, the Association successfully amended the payment terms on Series 2014 bonds. See Note 5 for more details.
- The Michigan Legislature continues to prioritize the health, safety, and education of children and has allocated funding to support child care and out-of-school-time programs that further these objectives. Based on these stated priorities, management anticipates continuing support of child care and out-of-school-time programs in 2024 and potentially beyond.

Though the COVID-19 pandemic heightened the Association's risk factors, management continues to believe that long-term financial sustainability can be achieved through investments in staff and facilities designed to improve and enhance the member experience, the key components of the turnaround plan. The financial improvements made over the last two years further support the impact that the turnaround plan is having. The Association will continue to prioritize funding opportunities, including grants and gifts, to continue implementing the turnaround plan and achieving financial sustainability in the future.

This Association is a 170-year-old, mission-driven community benefit organization, committed to youth, family, and community, and leadership intends to take appropriate financial and other actions to allow the Association to continue to serve metropolitan Detroit as a relevant and impactful organization for another century. To be successful, these actions will require continuing and enhanced support from donors, members, volunteers, staff, and local government.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF METROPOLITAN DETROIT 2023 ANNUAL IMPACT REPORT

A Year of Evolution, Transition and Notable Accolades

LETTER FROM THE BOARD CHAIR & PRESIDENT/CEO

Thanks to the collective efforts of loyal staff, members, and volunteers, our YMCA experienced the highest membership growth in over a decade. We ended the year with over 10,000 memberships, serving nearly 50,000 Metropolitan Detroiters.

YMCA membership is not about being a part of a club. It is rooted in community building. It is about connecting people on their health and wellness journey, a journey that is physical, mental, and spiritual. Our ultimate goal is to help everyone make every day better by realizing their unique potential. Today we celebrate the health journey of over 50,000 of our neighbors.

2023 was truly a year of evolution and notable accolades for the YMCA, a testament to our unwavering commitment to our mission. The evolution began and ended the year and were pivotal in propelling our mission forward, aiming to build a healthy spirit, mind, and body for all. Evolution and accolades were focused on safety, quality, and leadership.

Safety, flexibility, and sustainability were key drivers in our decision to become an American Red Cross-licensed Training Provider in 2023. As such, we adopted American Red Cross Lifeguard Training/CPR, First Aid, and AED Training for our associations' aquatic programs. In addition, we provide an array of safety courses in partnership with the Red Cross in AED use, Babysitting, CPR, and Lifeguarding. We are proud that 100% of our more than 100 lifeguards are Red Cross certified. We applaud Amanda Barone, Regional Director of Aquatics, and our entire aquatics team for this accomplishment.

Volunteer leadership is a bedrock of the YMCA of Metropolitan Detroit. We have engaged community members to lead our YMCA for over 171 years. In April 2023, we elected Eric Huffman as the 58th Chair of the Board, a significant milestone as he became the first African American to hold this post. Eric's career, which began as a State Farm claims manager and advanced to an agent owner, spans over 27 years of serving the Metropolitan Detroit community. His dedication to the YMCA was recognized when he was honored as a YMCA Achiever in 2010, and he has continued to contribute as a volunteer ever since as a mentor and major donor.

We celebrated the conclusion of our Revitalize and Thrive Campaign, which raised 10 million dollars to help the YMCA make a transformational impact on our youth, families, and communities for generations to come focused on areas that support education, youth leadership, safety around water, the arts, and nutrition.

Ensuring that our children are safe is the priority of our YMCA. So, we rolled up our sleeves to pursue the prestigious Praesidium Accreditation for Child Safety. We earned the Praesidium Accreditation for Child Safety, which publicly recognizes the YMCA for adopting and employing the highest standards in child abuse prevention across our entire association. We are truly grateful to Lisa Mullin, Vice President of Human Resources and Risk Management, and our whole human resources team for leading our YMCA through the necessary rigor to earn this accreditation.

Delivering quality youth programs is core to our YMCA's mission. This is best demonstrated through community-driven accolades. We earned the Best of Best Community Choice Award for Summer Camp. Thousands of community members agreed that our YMCA summer camp provided children with high-quality educational, fun, and safe summer experiences. Every Year, the Detroit Free Press hosts this community recognition, and we are honored to be recognized.

We have even garnered national accolades for program quality; Newsweek identified our Camp Ohiyesa as one of the top 100 camps in the nation. Located in Holly, Michigan, Camp Ohiyesa provides amazing outdoor fun and learning opportunities for all ages.

Yes, the YMCA serves all ages from cradle to career and through the retirement years. However, it is no secret that children are the heartbeat of the YMCA. Over 20,000 children are served annually through recreational and educational activities, from swim lessons to summer employment. In addition, we provided over 86,000 meals to children and seniors. Please take some time to read through the stories from our branches and initiatives to learn more about the people the Y supported in 2023.

We closed out the new year with the ultimate leadership transition: Helene Weir retired as the 14th President and CEO of the YMCA of Metropolitan Detroit after serving the YMCA movement in Canada and the United States for 40 years. Helene was the first female to hold this post in a permanent capacity. Our leadership development committee conducted a nationwide search and elected Parrish Underwood as the 15th President and Chief Executive Officer of the YMCA of Metropolitan Detroit. Parrish is the first African American to serve in this role with this YMCA. He has a 31-year YMCA career history serving in leadership roles in Alabama, Georgia, and Michigan.

The YMCA of Metropolitan Detroit continues to progress forward,

Sincerely,



Helene Weir
14th President and CEO
YMCA of Metropolitan Detroit



Eric Huffman
Chief Volunteer Officer
YMCA of Metropolitan Detroit



Parrish Underwood
15th President and CEO
YMCA of Metropolitan Detroit

2023 IMPACT BY THE NUMBERS



10,000

Welcomed over 10,000 new members and ended the year serving over 50,000 Metropolitan Detroiters

50,000

Provided over 3,600 children and seniors 86,000 meals

20,000

Provided over 20,000 children with quality youth development experiences: water safety, summer camp, arts, academic enrichment, career development and so much more

5,000

Provided over 5,000 children and adults with access to local visual and theatrical artistic experiences

3,500

Provided over 3,500 youth with supervised play at over 44 Metropolitan Detroit parks and community spaces

5,000

Provided environmental education and outdoor recreation experiences to over 5,000 children from across Southeastern Michigan

\$10,000,000

Raised \$10 million for the Revitalize and Thrive Campaign to support facility upgrades and community initiatives

\$1,000,000

Raised over one million dollars in our annual campaign to provide Y programs to service to those in need. We raised an additional \$330,000 from our annual Legacy Golf Classic held at Oakland Hills Country Club.

2023 IMPACT BY THE NUMBERS

TOP 100

Camp Ohiyesa honored as a top 100 Camps in the United States in Newsweek Magazine

Newsweek

\$500,000

Awarded nearly \$500,000 in financial assistance to families to participate in Y programs like summer camp

OVER 500

Over 500 Part Time Employees and 155 Full time Employees worked together to make every day better for Metropolitan Detroiters

33,286

1,117 program volunteers gave 33,286 Hours in 2023 to coach sports teams, Girls on the Run, teach new skill to youth, supported fun events, and help beautify our buildings

2023 ACHIEVEMENTS

INCLUSION

2023 was the year of Greater Inclusion! We advanced gender equity in our Y with implementing universal locker rooms at each location. We amplified bridge building within our local community, taking time to learn about the individuals who make up the mosaic of culture that is Metro Detroit.

Awarded Best of Detroit Summer Day Camp Community Choice Award in the Detroit Free Press



DAY CAMP

CANCER SURVIVORS

Supported 50 cancer survivors through our LIVESTRONG at the YMCA program operating at three YMCA locations: Farmington Family YMCA, Carls Family, and South Oakland Family YMCA

AMERICAN RED CROSS

Became an American Red Cross Lifeguard Training/CPR, First Aid, and AED Training Partner

CHILD SAFETY

Earned the coveted Praesidium Accreditation for Child Safety



BRANCH HIGHLIGHTS



BIRMINGHAM FAMILY YMCA

400 E Lincoln St, Birmingham, MI 48009

Provided a safe, fun, enriching space for over 300 local Day Campers. We offered cooking, STEM, and art add-ons in our 2023 program, as well as provided Inclusion Camp for children needing 1-on-1 support while integrating into the camp day.

BOLL FAMILY YMCA

1401 Broadway St, Detroit, MI 48226

Connected and enriched the lives of over 12,000 Metropolitan Detroiters, including providing 2,000 children with experiences in sports, aquatics and summer camps. Collectively, these children had opportunities to learn a new skill, make friends, and connect with a role model in a safe, welcoming place. And to top it off YMCA work inspired 150 community members to contribute \$90,000 in gifts ranging from \$5 to \$15,000 to support the Y mission to help build healthy spirit mind and body for all.



CARLS FAMILY YMCA

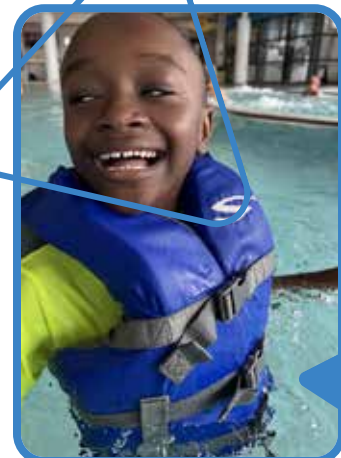
300 Family Dr, Milford, MI 48381

Provided group swim lessons to over 1,400 children, summer day camp to over 300 kids and graduated 16 LIVESTRONG at the YMCA Cancer Survivor Participants!

DOWNRIVER FAMILY YMCA

16777 Northline Rd, Southgate, MI 48195

The Downriver YMCA entered into a 5 year partnership with the Prechter Family Fund to provide two ten-week sessions of media arts programming to kids in the Downriver community each year through 2027. In 2023 over 30 youth learned about photography and video production showcasing their final productions at a screening held at the Heinz C. Prechter Educational and Performing Arts Center.





FARMINGTON FAMILY YMCA

28100 Farmington Rd, Farmington Hills, MI 48334

Raised over \$90,000 to provide over 261 children, families, and individuals with financial assistance to participate Y program like summer camp. Summer Camp 2023 was a huge success with nearly 1,000 children attending each week throughout the summer.

MACOMB FAMILY YMCA

10 N River Rd, Mt Clemens, MI 48043

Teaching over 150 kids safety around water and providing nearly \$15,000 in financial assistance scholarships for families and individuals who would not otherwise be able to experience the benefits of wellness and community including attending summer camp.



SOUTH OAKLAND YMCA

1016 W Eleven Mile Rd, Royal Oak, MI 48067

Launched the LIVESTRONG at the YMCA Cancer Survivor Program, which improved the quality of life for eight survivors! These amazing people learned research based physical fitness skills to help them build endurance, strength balance, confidence and so much more.

INITIATIVE HIGHLIGHTS

CAMPING SERVICES

Outdoor Education | Memorable Experiences | Making Connections

Camping Services welcomed staff from 16 countries representing: Mexico, Colombia, Lithuania, Poland, Ghana, England, Scotland, Ireland, Hungary, France, Netherlands, Brazil, New Zealand, Australia, and Germany. This enabled Camp Ohiyesa in Holly and Camp Nissokone in Oscoda to provide valuable environmental education and outdoor learning experiences that support STEAM learning along with social and emotional development. And most importantly we disconnected over 6,000 children for cell from tech devices and engaged them in the beauty of nature.



MY Y (METRO YOUTH YMCA)

Reaching Potential | Supporting Youth and Teens | Developing Life Skills

Served over 540 total youth in our college and career readiness Teen Achievers program, workforce development and summer internship program.

INITIATIVE HIGHLIGHTS



Y ARTS

STEAM | Media Education | Youth Expression

Expanded Y Media Works in DPSCD, Birmingham and Southgate. Giving adolescent youth and teens the opportunity to improve their STEAM education skills, while simultaneously giving them a platform to share their youth voice using 21st century media. 5,227 youth/students and adults participated in Y Arts programs at one of 35 sites in 13 different Metropolitan Detroit communities.

YPPI (Y POSITIVE PLAY INITIATIVE)

A partner of Project Play Southeast Michigan

In 2023 the Y on the Fly program served 3,548 youth at 44 locations across Metropolitan Detroit. Professionally trained Y Staff visited public parks and community spaces to provide guided sports sampling, which was free to children with no cost to their families.



GOTR AND STRIDE (GIRLS ON THE RUN)

Youth Confidence | Building Connections | Memorable Experiences

Girls on the Run and STRIDE engaged over 3,500 children in important youth development workshops for eight weeks culminating in a celebratory 5K run.

ORGANIZATIONAL HIGHLIGHTS



HUMAN RESOURCES / RISK MANAGEMENT

Lisa Mullin, VP of Human Resources & Risk Management / Controller

People are our most valuable asset. Our staff and volunteers enable the YMCA to create welcoming safe places for everyone. Our amazing staff engage our communities with a smile and the goal for making the Y the best part of peoples day. With thousands of children in our care on any given day, our commitment to safety is always evident, including implementing a real-time sex offender screening process at all of our facilities. This commitment to safety is why we also took on the arduous task to earn the Praesidium Accreditation for Child Safety. In addition we also became an American Red Cross Lifeguard Training/CPR, First Aid, and AED Training Partner.



MARKETING AND COMMUNICATIONS

Latitia McCree-Thomas, Senior VP of Communications & Marketing

Telling the YMCA story and sharing the impact the Y has in the lives of Metropolitan Detroiters is our ultimate aim. We achieve this through multimedia marketing including: digital, print, radio, television, and strategic incentives to attract families and individual health-seekers, volunteers, partners and donors to the YMCA. YMCA web traffic, social media engagement, and foot traffic help drive significant membership growth, program growth, and philanthropic support. We focused on the value of the YMCA, sharing ALL the services and benefits the Y offers for less than \$3 a day.



MEMBERSHIP AND PROGRAMS

Kyle Anderson, VP of Operations - Membership

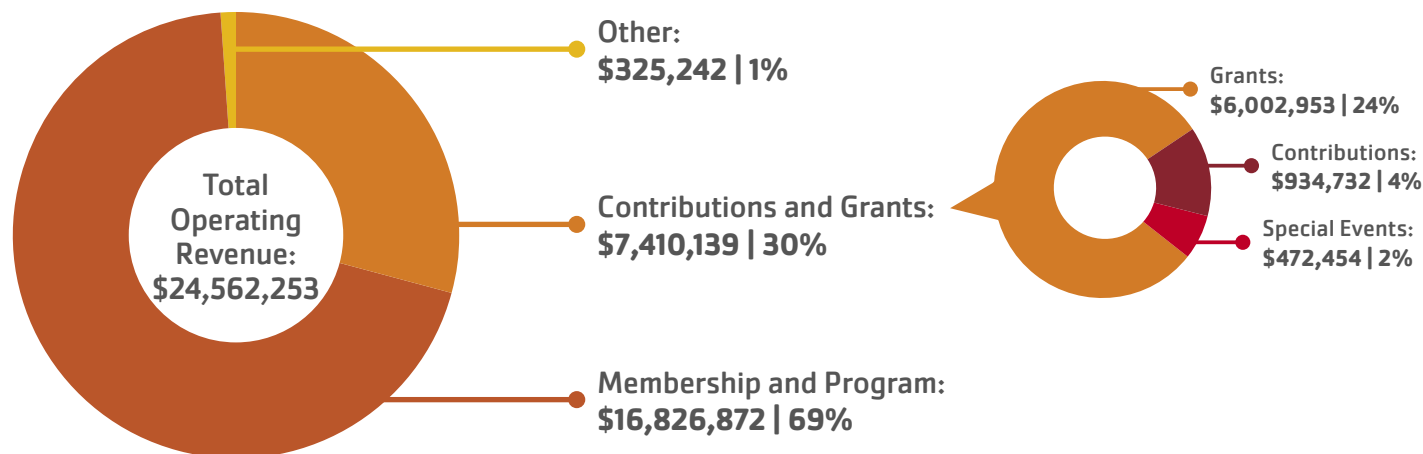
Membership and programs experienced historical growth. We attribute this growth to heightened awareness, post-COVID alumni returning, and improved program quality and consistency. Newsweek even recognized Camp Ohiyesa among the top 100 camps in the nation. We provide Les Mills group exercise programs, childwatch, parents night out and family gym and swim at all locations at one affordable price. We welcomed thousands of new members and ended the year with over 10,000 new memberships, providing YMCA access to over 50,000 men, women, and children across the Metropolitan area. We are truly excited to become the third place for families outside of home, work, and school.



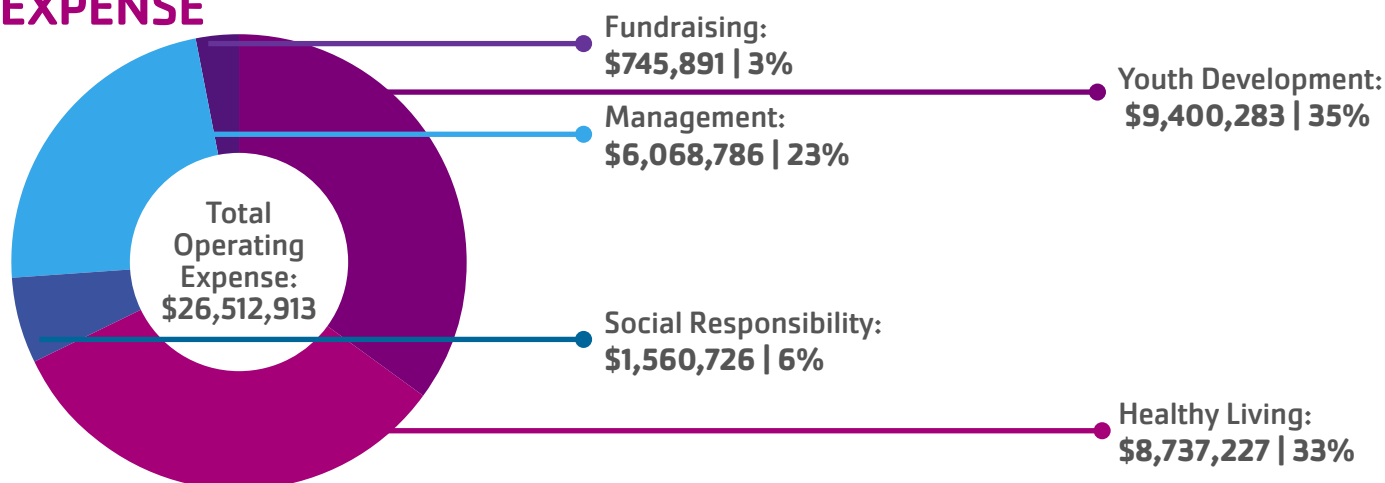
2023 FINANCE REPORT

For the period ended December 31, 2023.

SUPPORT AND REVENUE



EXPENSE



Net Loss from Operating Activities: (\$1,950,660)

NON-OPERATING ACTIVITIES

Capital and Other Contributions	\$1,101,256
Restricted Grant Revenue	(1,044,690)
Investment Activity	937,250
Interest Expense	(655,504)
Depreciation Expense	(2,219,625)
Other	1,140,317
Net Loss from Non-Operating Activities	(\$740,996)

Net Loss: (\$2,691,656)

ORGANIZATIONAL HIGHLIGHTS



COMMUNITY INITIATIVES

Lynette Simmons, VP of Operations - Community Initiatives

Community Initiatives raised over 3.1 million dollars to provide equitable access to free and/or low-cost quality YMCA programs, services and support systems. Through food access, supervised sports sampling and play in an array of spaces, community water safety skills and swim lessons, the Arts-visual-theater-Media, High school completion and career/college readiness, to more than 16,000 residents consisting of youth, adults and families. While we serve 4 counties in the Metropolitan area, over 75% of the individuals we support are Detroit residents. We are proud to remove socioeconomic barriers through collective impact efforts that improve the lives and contribute to the aspirations and success of our most vulnerable community members.



FACILITIES

Lorie Uranga, Senior VP of Properties & Purchasing

Maintenance was our primary facility focus in 2023, ensuring that our YMCA was safe and clean. Over \$400,000 was spent on parking lot resurfacing, roofing, and mechanical updates for heating, cooling, elevators, etc. Our YMCA is responsible for seven facilities and two camps, which is more than 367,000 square feet of real estate we are charged with managing every day.



FINANCE

Michelle Kotas, Senior VP of Corporate Services, Chief Financial Officer

2023 was an incredible year for growth: 24% growth in membership dues and 14% growth in program fees. This was the highest membership growth our association has experienced in the past decade. While we celebrate this incredible achievement; it is tempered by the increased costs in operations and a net loss in revenue. The good news is our loss was lower than budgeted and we are growing. We look forward to the future.

2023 PUBLIC FUNDING REPORT

The YMCA of Metropolitan Detroit is extraordinarily grateful to have been selected by local, state, and federal agencies and departments to steward public dollars that create significant community impact.

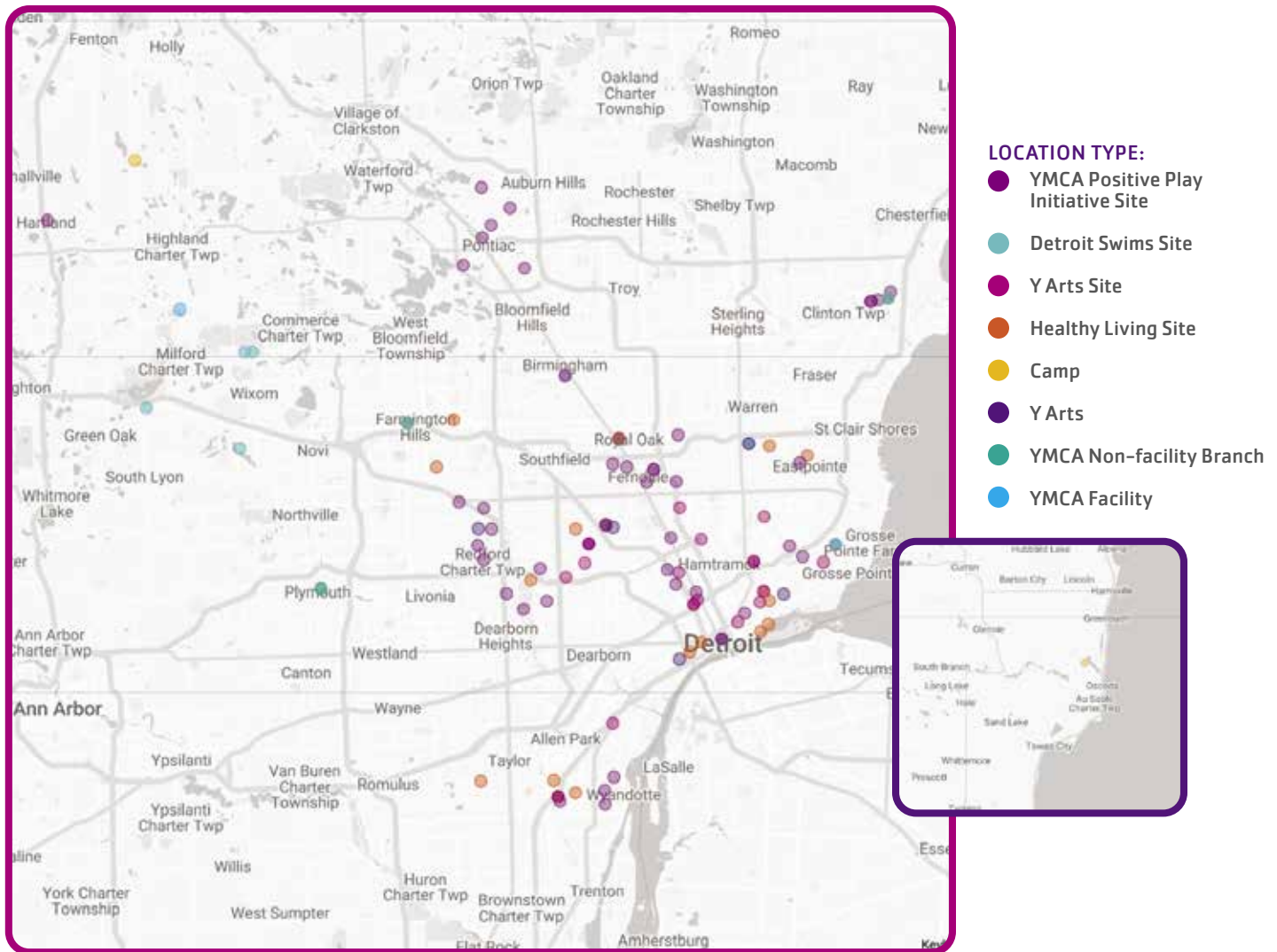
In 2023, our YMCA was awarded over \$3.7 million dollars to provide unduplicated services to over 4,000 children ages 3 to 18. We were fortunate to receive additional resources enabling many children to receive a host of wrap around services bringing our duplicated total served to over 8,000 children. An example, a child in an after school program may also receive a healthy meal. A teen employed in our summer youth employment program may also receive workforce development training. Wrapping these essential services around our children helps them truly excel. Here is an overview of the public dollars invested in Metropolitan Detroit through our YMCA:

	OUTCOMES How Y used funds	IMPACT Community served
 » MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES \$40,000	• Healthy out of school time: Provided nutrition education, healthy food access, and physical activity lessons (CATCH) in afterschool programs	1,168
 » MICHIGAN DEPARTMENT OF EDUCATION CHILD AND ADULT CARE FOOD PROGRAM \$63,782	• School year youth feeding program: Provided snacks and meals to afterschool programs, hired staff, and purchased food	3,679
 » CITY CONNECT-SUMMER YOUTH EMPLOYMENT \$62,500	• Summer youth employment: Provided paid summer internships and job training experiences	230
 » CITY OF DETROIT NEIGHBORHOOD OPPORTUNITY FUND \$63,905	• Summer youth employment: Provided paid summer internships and job training experiences	230
 » WORKFORCE INNOVATION AND OPPORTUNITY ACT \$278,620	• Summer youth employment: Provided paid summer internships and job training experiences	230
 » MICHIGAN ARTS AND CULTURAL COUNCIL \$21,000	• Arts Education – Y Media Works: Hired teaching artists and consumables to provide media arts education to Detroit youth and adults	328
 » MICHIGAN DEPARTMENT OF EDUCATION PA144 (STATE ALLIANCE OF MICHIGAN YMCAS) \$2,500,000	• Before & Afterschool childcare, Summer Day Camp Academic Enrichment and Social-Emotional Learning Skill Development: Hired childcare staff, social workers, and purchased supplies and curriculum	2,986
 » MICHIGAN DEPARTMENT OF EDUCATION CHILD CARE STABILIZATION \$581,928	• After School Child Care Stabilization at approx. 40 sites: Hired childcare staff and purchased supplies	1,568
 » GREAT START READINESS PROGRAM \$113,712	• Early Learning Center Child Care tuition assistance for preschool: provided pre-K Kindergarten readiness program to at risk 4 years olds and family support resources	15
 » NATIONAL PARK SERVICE THROUGH YMCA OF THE USA \$36,000	• Out-of-school time outdoor education: Staff training, Field trips, and outdoor education with our NPS partner the River Raisin National Battlefield Park	928

FUNDING FOCUS SUMMARY:

Funding for Food Provision, Nutrition, and Fitness Education:	\$103,782
Funding for Healthy Out of School Time:	3,117,928
Funding for Summer Youth Employment:	405,025
Funding for Early Learning:	113,712
Funding for Arts Education:	21,000
TOTAL:	\$3,761,447

OUR REACH IN METROPOLITAN DETROIT



YMCA FACILITIES

BIRMINGHAM FAMILY YMCA
400 E. Lincoln St
Birmingham, MI 48009
(248) 644-9036

BOLL FAMILY YMCA
1401 Broadway
Detroit, MI 48226
(313) 309-9622

CARLS FAMILY YMCA
300 Family Drive
Milford, MI 48381
(248) 685-3020

DOWNRIVER FAMILY YMCA
16777 Northline Rd
Southgate, MI 48195
(734) 282-9622

FARMINGTON FAMILY YMCA
28100 Farmington Rd
Farmington Hills, MI 48334
(248) 553-4020

MACOMB FAMILY YMCA
10 North River Rd
Mt. Clemens, MI 48043
(586) 468-1411

SOUTH OAKLAND FAMILY YMCA
1016 W. 11 Mile Rd
Royal Oak, MI 48067
(248) 547-0030

COMMUNITY INITIATIVES AND OUTREACH

METRO YOUTH YMCA
1401 Broadway, Suite 3A
Detroit, MI 48226
(313) 223-2841

PLYMOUTH FAMILY YMCA
650 Church St, Rm 111
Plymouth, MI 48170
(734) 453-2904

Y ARTS
1401 Broadway, Suite 3A
Detroit, MI 48226
(313) 223-2751

CAMPS

YMCA CAMP NISSOKONE
6836 F-41
Oscoda, MI 48750
(989) 739-2801

YMCA CAMP OHIYESA
7300 Hickory Ridge Rd
Holly, MI 48442
(248) 887-4533

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Manager, Global Security, Ford Motor Company

Darrell A. Kennedy

PricewaterhouseCoopers, LLP

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Blue Cross Blue Shield Michigan

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Director, PricewaterhouseCoopers LLP

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a Michigan Nonprofit Corporation supporting the YMCA of Metropolitan Detroit

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Member, Bodman PLC

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Senior Vice President/CFO, YMCA of Metropolitan Detroit

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VP of Finance & Risk Management / Controller, YMCA of Metropolitan Detroit

PRESIDENT

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President & CEO, YMCA of Metropolitan Detroit

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Chief Operating Officer, Autism Alliance of Michigan

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Dincolo & Company, PLC

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 AON Corporation
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 Arman Foundation
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 Bank of America Charitable Foundation
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 Barton Malow Foundation
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 Belden
 Best Buy
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 Birmingham Optimist Club
 Bloom Pediatrics
 Blue Cross Complete of Michigan
 BlueSnap
 BMO (Bank of Montreal)
 BNP Paribas
 Brighthouse Life Insurance Company
 Broadway in Detroit
 Brightmoor Artisans Collective
 Busch's Supermarket
 Canton Community Foundation
 Carls Foundation
 Cass Community Services
 Centers for Success
 Children's Foundation
 CIBC
 Citi Group
 City of Detroit Block Grant NOF
 City of Detroit Parks & Recreation
 City Walls Detroit
 Clark Hill
 Clarkston Swim Academy
 Comcast Foundation
 Comcast Foundation
 Commerzbank
 Community Education Commission (City of Detroit)
 Community Financial Credit Union
 Community Foundation for Southeast Michigan
 Community Foundation of Plymouth
 Community Housing Network, Jefferson Oaks
 Community Sharing
 Corewell
 Costco Wholesale Corporation
 Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.
 Credit Agricole CIB
 Crown Automotive Systems, LLC
 Culture Source-Detroit Arts Support/Erb Family Foundation
 Culture Source-Detroit Arts Support/Kresge
 Culture Source-Digital Access for the Arts
 D & L Water Control, Inc.
 Dairy Queen - Mt. Clemens
 Dayco Products Inc
 Dell Technologies
 Deloitte Services LP
 Delta Airlines
 Delta Dental
 Deneweth Vittiglio Sassak PC
 Dent Wizard
 Detroit Economic Solutions Corporation-
 City Connect Detroit Grow Detroit's Young Talent
 Detroit Economic Solutions Corporation-

Worforce Innovation Opportunity Act
 Detroit Kiwanis #1 Club
 Detroit Lions
 Detroit Opera House
 Detroit Pistons
 Detroit Public School District
 Detroit Riverfront Conservancy
 Dick Genthe Chevrolet
 Dick's Sporting Goods Foundation
 Dick's Sporting Goods Foundation
 Digital Documents Store
 Draught Horse Group LLC
 Drexel Hamilton
 Drs. Jackson, Snider and Parker Dentistry, PLLC
 DTE Energy Foundation
 Duke and Duke Services, Inc.
 Dynamic Edge
 Eagles for Children
 Elizabeth, Allan, and Warren Shelden Fund
 Elmira L. Rhein Family Foundation
 Emerson Automation Solutions
 Enterprise Rent-A-Car Foundation
 Erb Family Foundation
 Farm/Farm Hills Foundation for Youth and Families
 Farmington Public Schools
 Fidelity Charitable Fund
 Fidelity Information Services (FIS)
 Fifth Third Bank
 First Independence Bank
 First Merchant Bank
 Flagstar Bank
 Flagstar Foundation
 FM Sylvan, Inc.
 Ford Motor Company
 Ford Motor Company Fund
 Ford Motor Credit Company
 FordDirect
 Foundation Management, LLC
 Franklin Wright Settlements
 Gandol, Inc.
 Girls on the Run International
 Girls on the Run of Southeastern Michigan
 Gleaners Community Food Bank
 Global Technology Associates
 GM Financial
 Goldman Sachs
 Google
 Gro Development LLC
 GTS
 Guernsey Farms Dairy
 Hazel Park Community Center
 Hazel Park School District
 Henry Ford West Bloomfield Hospital
 Humana
 Huron Metro Parks Authority
 Huron Valley Chamber Of Commerce
 Huron Valley Community Coalition
 Huron Valley Recreation and Community Education
 Huron Valley State Bank
 IAC
 ICF
 Ilitch Holdings, Ilitch Sports & Entertainment
 Integra Holdings Corp
 Interfaith America
 Interlochen Center for the Arts
 Jabro Carpet One
 JB Cutting Inc.
 J.D. Power
 Jehovah Jireh Ministries
 Jim Shaffer and Associates
 J.D. Power
 Jersey Mike's Subs
 John A. & Marlene L. Boll Foundation
 Kappen Tree Service LLC
 Karmanos Cancer Center
 Karn Sitkins Payette Insurance
 Katten Muchin Rosenman LLP
 Kevin Gilhool, Elder Law Attorney
 Kienbaum Hardy Viviano Pelton & Forrest P.L.C.
 Kinetic CGC Water Treatment

Kiwanis Club of Allen Park
 Kresge Foundation
 Kroger
 KSP Insurance Agency, Inc.
 Kulick Community Center
 Lafontaine Automotive Group
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 Liberty Mutual
 Lloyds Bank Corporate Markets plc
 MacKenzie Scott
 Maibach Family Foundation
 Maplewood Office Park LLC
 Matilda R. Wilson Fund
 Meijer
 Mercury Promotions
 Michigan Arts and Culture Council
 Michigan Department of Education
 Michigan Department of Health and Human Services
 Michigan First Foundation
 Michigan Institute for Neurological Disorders
 Michigan Judo Development Association
 Michigan Mobile Sauna
 Michigan Scientific Corporation
 Michigan United Credit Union
 Michigan Works Going Pro Talent Fund
 Microsoft
 Milford Presbyterian Church
 Milford Rotary Foundation
 Milford Township Parks and Recreation
 Commission
 Miller Pipeline
 Miller Vein
 Mizuho Americas
 MJS Packaging
 Moran Buick GMC, Inc.
 Morgan Stanley
 Motown Mark LLC
 Mount Clemens Kiwanis Club Foundation, Inc.
 Mt. Clemens Lions Club
 MUFG Bank
 Nagle Paving Company
 National Recreation Foundation
 Nice Work Public Media
 No Kid Hungry
 North American YMCA Development Organization
 North Congregational Church
 Oakland County
 One Hope
 OneMagnify
 Orchard Lake Country Club
 OUR Credit Union
 Outdoor Foundation
 Partnership for a Healthy America
 PDP
 Peacock's Farm
 PIE Insurance
 Planet Ant Theatre
 Plante Moran Cresa
 Plunkett Cooney PC
 Plymouth Lions Club
 Pontiac Community Foundation
 Precor
 Presbytery of Detroit, Inc.
 Price Waterhouse Cooper Foundation (PwC)
 PricewaterhouseCoopers LLP
 Print DDS
 PROS Services Inc.
 PT in the D, LLC
 QL Media House
 Quicken Loans Rock Ventures
 Ralph C. Wilson Jr. Foundation
 Ralph L & Winifred Polk Foundation
 Red Run Golf Club
 Reynolds and Reynolds
 Rite Aid
 River Raisin National Battlefield Park-National Park Service
 River's Edge Brewing Co.
 R.L. Coolsaet Construction Co
 Rocket Mortgage

Robert and Caren Vondell Foundation
 Roberts & Ryan Investments
 Roncelli, Inc
 Roscoe & Horkey Farm
 Roseville Optimist Club
 Rosso Family Foundation
 RouteOne LLC
 Roy Smith Company
 Royal Bank of Canada RBC
 RunSignUp Inc.
 SABIC Innovative Plastics
 Salesforce.com/Slalom LLC
 Samaritas
 Samona Weiss Properties
 Samuel A. Ramirez & Co.
 San Tan Ford
 Saug for All
 Schwab Charitable Fund
 Second Hand Renew LLC
 SEEL, LLC
 Shaw Electric Co.
 Shermeta Law Group P.C.
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 SMBC Global Sumitomo Mitsui Banking Corporation
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 Southern Wayne County Regional Chamber
 South Lyon Community Schools
 State Alliance of Michigan YMCAs
 State Farm Companies Foundation
 Steline
 Strategic Staffing Solutions
 Superior Excavating, Inc.
 Sutar-Sutaruk-Meyer Foundation
 Szuba PLLC
 Target Corporation Employees
 Taylor Fence Service LLC
 TD Auto Finance
 The Bank of Nova Scotia
 The Boeing Company Gift Match
 The Detroit Creativity Project
 The Village of Milford
 The Wayne and Joan Webber Foundation
 Thomson Reuters
 Thornton & Grooms
 Thrivent
 Toni A. Wisne Foundation
 Toys for Tots
 Transunion
 Trinity International Film Festival
 UBS
 Ukrainian American Archives & Museum
 United Way for Southeast Michigan
 United Way of Greater Milwaukee & Waukesha County
 United Way Of Greater Philadelphia and Southern New Jersey
 United Way of Metropolitan Dallas
 United Way of Washtenaw County
 Van Dusen
 Vibe Credit Union
 Village Elves
 Village Marketing, Inc.
 VMLY&R
 Wade Trim Associates
 Walled Lake School E.Fed C.U.
 Walmart
 Wayne and Joan Webber Foundation
 Wayne Metro Community Action Agency
 Wayne RESA
 Wells Fargo
 Wesco
 Woman's Life
 Woodbridge-MGT LLC
 Woodhaven Pediatrics
 World Heritage Foundation, Prechter Family Fund
 Wright Beamer, PLC
 WTW
 Zekelman Holocaust Center
 YMCA of the USA
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YMCA OF METROPOLITAN DETROIT

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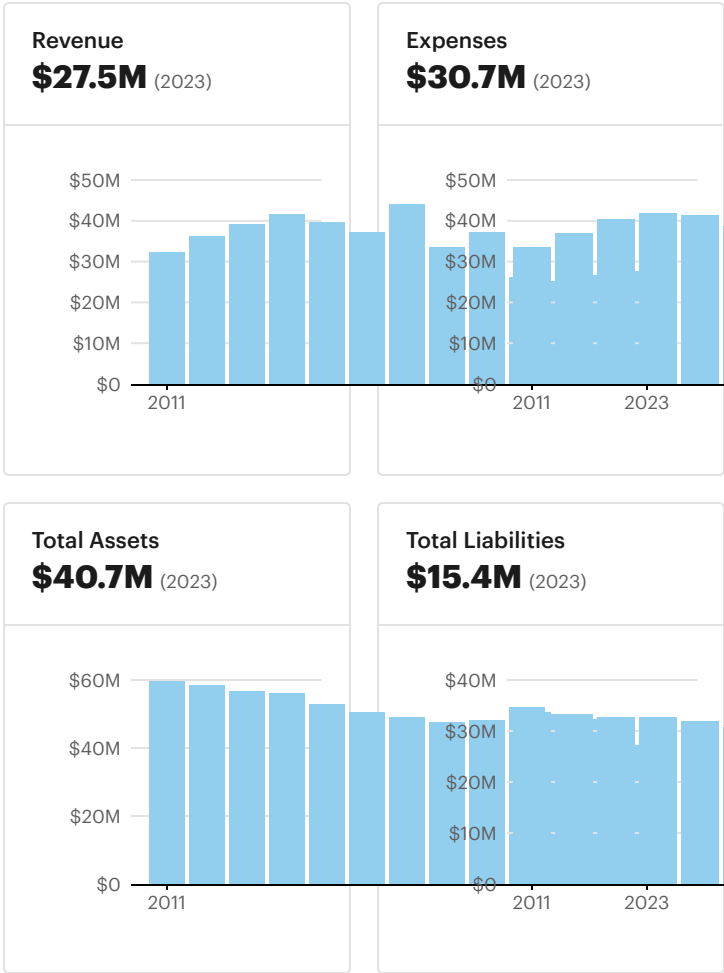
Receive an email when new data is available for this organization.

Type of Nonprofit

Designated as a 501(c)(3)

Category: Human Services — Multipurpose and Other / Young Men's or Women's Associations (YMCA, YWCA, YWHA, YMHA) [\(NTEE\)](#)

Donations to this organization are tax deductible.



Source: Form 990 tax filings from 2011 to 2023

Tax Filings and Audits by Year

Form 990 is an information return that most organizations claiming federal tax-exempt status must file yearly with the IRS. [Show more](#)

Audits are required to be submitted by nonprofit organizations that spend \$750,000 or more in federal grant money in a fiscal year. [Show more](#)

Fiscal Year Ending
Dec.

2023

Revenue\$27,509,709

990
Filed on June 14, 2024

Expenses

\$30,678,342

Net Income

-\$3,168,633

Net Assets

\$25,266,058

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Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers

Compensation

Related

Other

Helene Weir
(President & Ceo)

\$299,746

\$0

\$30,083

Michelle Kotas (Cfo)

\$150,476

\$0

\$30,885

Lorie Uranga
(Svp Properties & Facilities)

\$145,191

\$0

\$29,940

[+ View more people](#)

Fiscal Year Ending Dec.

2022

Revenue

\$26,639,512

Expenses

\$27,412,570

Net Income

-\$773,058

Net Assets

\$29,820,718

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990

Filed on June 14, 2023

Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers

Compensation

Related

Other

Helene Weir
(President & Ceo)

\$313,743

\$0

\$35,843

Michelle Kotas (Cfo)

\$140,300

\$0

\$29,493

Latitia Mc Cree (Svp Communications And Marketing)

\$134,622

\$0

\$19,364

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

[PDF](#)

Fiscal Year Ending Dec.

2021

Revenue

\$25,011,116

Expenses

Net Income

Net Assets

990

Filed on June 14, 2022

Primary tax return for a nonprofit's activities, finances, and governance

8B

\$22,820,449 **\$2,190,667** **\$31,428,131**

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Compensation

Key Employees and Officers	Compensation	Related	Other
Helene Weir (President & Ceo)	\$295,901	\$0	\$29,996
Michelle Kotas (Cfo)	\$136,059	\$0	\$25,994
Latitia Mc Cree (Svp Communications And Marketing)	\$130,670	\$0	\$16,254

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

[PDF](#)

Fiscal Year Ending Dec.

2020

Revenue **\$26,033,148**

Expenses	Net Income	Net Assets
\$20,752,195	\$5,280,953	\$31,713,496

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990

Filed on June 14, 2021
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Helene Weir (President & Ceo)	\$283,507	\$0	\$27,538
Michelle Kotas (Cfo)	\$129,230	\$0	\$25,318
Latitia Mc Cree (Svp Communications And Marketing)	\$126,292	\$0	\$15,338

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

[PDF](#)

Fiscal Year Ending Dec.

2019

Revenue **\$37,051,240**

Expenses	Net Income	Net Assets
----------	------------	------------

990

Filed on Oct. 29, 2020
Primary tax return for a nonprofit's activities, finances, and governance

\$36,083,685 **\$967,555** **\$26,395,615**

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Compensation

Key Employees and Officers	Compensation	Related	Other
Helene Weir (President & Ceo)	\$273,518	\$0	\$22,486
John Scott Walters (Coo (Partial Year))	\$155,503	\$0	\$10,917
Michelle Kotas (Cfo)	\$137,644	\$0	\$24,436

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

[PDF](#)

Fiscal Year Ending
Dec.

2018

Revenue **\$33,460,057**

Expenses Net Income Net Assets
\$34,714,858 **-\$1,254,801** **\$25,407,164**

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Compensation

Key Employees and Officers	Compensation	Related	Other
Scott A Landry (President And Ceo)	\$249,239	\$0	\$28,913
John S Walters (Evp Of Operations/Coo)	\$180,812	\$0	\$26,116
Michelle L Kotas (Cfo)	\$127,978	\$0	\$11,117

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Filed on June 13, 2019
Primary tax return for a nonprofit's activities, finances, and governance

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For unrelated business income from activities not substantially related to the organization's tax-exempt purpose

[PDF](#)

Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

[PDF](#)

Fiscal Year Ending
Dec.

2017

Revenue **\$43,929,770**

Expenses Net Income Net Assets
\$37,134,782 **\$6,794,988** **\$26,694,403**

990

Filed on June 13, 2018
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Scott A Landry (President And Ceo)	\$262,318	\$0	\$36,191
John S Walters (Evp Of Operations/Coo)	\$194,193	\$0	\$28,921
Michelle L Kotas (Cfo)	\$138,538	\$0	\$12,201

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

PDF

Fiscal Year Ending Dec.

2016

Revenue **\$37,244,750**

Expenses	Net Income	Net Assets
\$38,576,248	-\$1,331,498	\$19,750,069

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Filed on June 14, 2017
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Scott A Landry (President And Ceo)	\$275,166	\$0	\$32,024
John S Walters (Evp Of Operations/Coo)	\$194,569	\$0	\$29,983
Michelle L Kotas (Cfo)	\$145,704	\$0	\$12,585

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Fiscal Year Ending Dec.

2015

Revenue **\$39,651,530**

Expenses	Net Income	Net Assets
\$41,253,910	-\$1,602,380	\$20,976,824

990

Filed on June 27, 2016
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Scott A Landry (President And Ceo)	\$286,386	\$0	\$32,363
John S Walters (Evp Of Operations/Coo)	\$252,948	\$0	\$33,675
Michelle L Kotas (Cfo)	\$145,549	\$0	\$11,965

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Audits

Audit for a nonprofit that spends \$750,000+ in federal grant money in a fiscal year

PDF

Fiscal Year Ending Dec.

2014

Revenue **\$41,478,152**

Expenses	Net Income	Net Assets
\$41,694,160	-\$216,008	\$23,307,764

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Filed on Aug. 17, 2015
Primary tax return for a nonprofit's activities, finances, and governance

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Compensation

Key Employees and Officers	Compensation	Related	Other
Reid Thebault (President And Ceo)	\$246,413	\$0	\$25,177
John S Walters (Evp Of Operations/Coo)	\$243,743	\$0	\$32,481
Scott A Landry (President And Ceo)	\$239,433	\$0	\$28,245

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Fiscal Year Ending Dec.

2013

Revenue **\$39,052,096**

Expenses	Net Income	Net Assets
\$40,206,743	-\$1,154,647	\$24,157,161

990

Filed on Aug. 13, 2014
Primary tax return for a nonprofit's activities, finances, and governance

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Schedules ▼

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Compensation

Key Employees and Officers	Compensation	Related	Other
Reid S Thebault (President/Ceo)	\$346,717	\$0	\$32,407
Scott Walters (Exec Vp Of Operations/Coo)	\$168,786	\$0	\$55,074
Dan Maier (Exec Vp Of Development)	\$166,456	\$0	\$17,988

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Fiscal Year Ending Dec.

2012

Revenue	\$36,046,431	
Expenses	Net Income	Net Assets
\$36,823,025	-\$776,594	\$25,246,484

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Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending Dec.

2011

Revenue	\$32,118,001	
Expenses	Net Income	Net Assets
\$33,508,259	-\$1,390,258	\$25,964,792

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990

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending Dec.

2010

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990

Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
Dec.

2009

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990

Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
Dec.

2008

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

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Fiscal Year Ending
Dec.

2007

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

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Primary tax return for a nonprofit's activities, finances, and governance

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Fiscal Year Ending
Dec.

2006

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

990

Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending
Dec.

2005

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990

Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending
Dec.

2004

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Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending
Dec.

2003

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990

Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending
Dec.

2002

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990

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Primary tax return for a nonprofit's activities, finances, and governance

PDF

Fiscal Year Ending
Dec.

2001

Extracted financial data is not available for the forms filed in this tax period, but Form 990 documents are available for download.

990

Primary tax return for a nonprofit's activities, finances, and governance

PDF

About This Data

Nonprofit Explorer includes summary data for nonprofit tax returns and full Form 990 documents, in both PDF and digital formats.

The summary data contains information processed by the IRS during the 2012-2019 calendar years; this generally consists of filings for the 2011-2018 fiscal years, but may include older records. This data release includes only a subset of what can be found in the full Form 990s.

In addition to the raw summary data, we link to PDFs and digital copies of full Form 990 documents wherever possible. This consists of separate releases by the IRS of Form 990 documents processed by the agency, which we update regularly.

We also link to copies of audits nonprofit organizations that spent \$750,000 or more in Federal grant money in a single fiscal year since 2016. These audits are copied from the Federal Audit Clearinghouse.

Which Organizations Are Here?	▼
Types of Nonprofits	▼
Get the Data	▼
API	▼

By [Andrea Suozzo](#), [Alec Glassford](#) and [Ash Ngu](#), ProPublica, and [Brandon Roberts](#), Special to ProPublica.
Design by Jeff Frankl. Additional development by Ken Schwencke, Mike Tigas, and Sisi Wei.
E-file viewer adapted from [IRS e-File Viewer](#) by Ben Getson. Code for scraping audit documents adapted from [Govwiki](#).
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JOIN

FOR HEALTHY LIVING:

2,168

METRO DETROIT RESIDENTS

joined the Y 170 challenge to exercise for **170 minutes each week** in 2022. Over 300 of these participants reached the goal and earned prizes from free membership to the grand prize of \$1,852, honoring the year the Y was founded.

608

TEAM MEMBERS

served on the YMCA team in 2022; 154 full time and 526 part time. Over the course of the year **700 people were hired** to serve in part-time, seasonal and permanent positions. In 2022, 203 employees worked for the YMCA for over five years.

12,768 NEW MEMBERS

collectively joined the YMCA in 2022.



954 GUEST PASSES

were given away, in celebration of 170 years of service, which resulted in 125 new members.

OVER 10,000 OLDER ADULTS

have access to all seven YMCA branches and 7,611 of them are through Y partnerships with Silver Sneakers, Pure Fit and Silver and Fit. The YMCA subsidizes all expenses not covered by the third party insurers.

SERVE

FOR YOUTH DEVELOPMENT:

- » 4977 Youth learn to swim in aquatics.
- » 26,800 youth were served in an array of YMCA youth development programs.
- » 2433 Children build skills in YMCA learning centers and over 20 after school learning sites.
- » 145 Pre-Schoolers prepare for Kindergarten as part of the Y's Great Start Readiness Program (GSRP.)
- » 2368 K-8 Day campers were immersed in summer fun and learning-preventing summer learning loss.
- » 343 Children express their creativity in Y Arts classes.
- » 432 K-8 students learned and played in after school enrichment classes in partnership with the City of Detroit GOAL Line and DPSCD.

40 CANCER SURVIVORS

completed the YMCA Livestrong program to support their health and wellness journey at our Carls and Farmington Family YMCAs.

392

ACHIEVERS

pursued High School Completion Careers, College Readiness as well as Summer Employment opportunities.

4,070 K-8 STUDENTS

learned outdoor education at YMCA Camp Ohiyesa and Camp Nissokone.

1,016 SCHOOL AGE CAMPERS

learned outdoor education and social skills building at YMCA Camp Ohiyesa and Camp Nissokone.

114,000

HEALTHY MEALS

were served to **10,000 children and seniors.**

8,886 YOUTH

gained self-confidence and adolescent coping skills in Girls on the Run (GOTR), STRIDE, or YMCA Positive Play Initiatives (YPPi) - organized sports sampling in Metro Detroit Neighborhoods.

460 CHILDREN

learned water safety and drowning prevention in Detroit Swims.



GIVE



FOR SOCIAL RESPONSIBILITY:

» Over 2,600 volunteers, donors, and community partners gave over 10,000 hours of service and **OVER \$11,200,000** to provide health and wellness, child and youth development services to support families and communities.

» Make Every Day Better Campaign
RAISED \$1,023,559.00
from 1799 generous donors.

» Revitalize and Thrive Comprehensive Capital Campaign raised over \$10,200,000 from 156 individuals and corporate donors to **support facility improvements** including playground renovation, Boll theatre upgrades, **branch updates** at all seven locations, **water safety** education, **highschool completion** services, Y Arts, youth sports, and other Y programs.

» 119 VOLUNTEERS

served as advisory branch board members to help propel the Y mission at each of our seven YMCA locations in Metropolitan Detroit, and 54 volunteers served as our association governance board helping ensure the Y thrives for another 170 years. Another 587 volunteers supported programs like GOTR/STRIDE, Detroit Swims, and other similar Y programs.

» OVER 100 PARTNERS

worked with the YMCA to provide services to over 30,000 children and families. Including **access to public parks**, revenues to provide **summer employments**, **free summer programs**, **pool access** and so much more. Major partners include: municipalities, school districts, foundations and governmental agencies.

» The Y 170 Big Block Birthday Party, with support by the parade company, welcomed

1000 CHILDREN AND FAMILIES

from the Metro Detroit area enjoyed a free day of family fun, food and prizes at our downtown Boll Family YMCA. Sponsors include: Bedrock Detroit, Deneweth, Vittiglio and Sassak, P.C.

» September 27, 2022 the YMCA turned 170 years old and celebrated with A Night of Respect benefit concert, honoring the Queen of Soul, Aretha Franklin sponsored by the Skinny Tees and Detroit Area Cadillac Dealers Association.

the **Y**
FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

In 2022 the YMCA of
Metropolitan Detroit
benefited over
50,000
community
members.

» **MAKING
EVERY
DAY
BETTER
FOR OVER
170 YEARS**



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



A YEAR OF

RESILIENT RECOVERY

2021 Snapshot

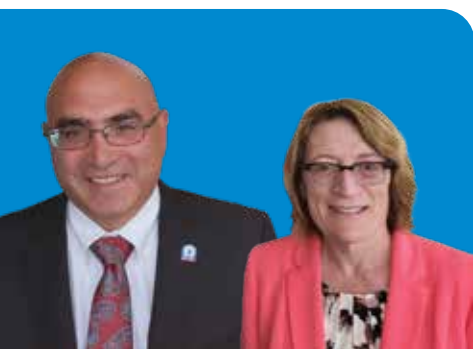
YMCA OF METROPOLITAN DETROIT

Hello Members, Friends, Donors, Partners, Participants, and Volunteers of the YMCA of Metropolitan Detroit,

We just marvel at the fact that 2021 has come and gone. It was a year of steady progressive reopening of programs and services, of welcoming back lifelong Y members, air-hugging over 19,000 active older adults—who did not just walk into their exercise regimens at the Y, but swarmed in and maxed out classes! It was a year of helping children transition back into school, examining community needs, and attracting qualified, committed staff. It was a year of Resilient Recovery.

The beauty of a resilient recovery is that it is not achieved in isolation. The support of others is essential to attaining a healthy recovery and your YMCA received some incredible support in 2021...

- 1. Mackenzie Scott contributed ten million dollars to the YMCA of Metropolitan Detroit.** This gift helped stabilize our recovery plan. After being closed for six months, we lost over half our membership and millions of dollars. Mackenzie Scott funding is allowing our YMCA to
 - Update our facilities
 - Invest in staff with training, living wages and increased benefits
 - Invest in community programs that operate outside YMCA walls in collaboration with municipalities and community organizations
 - Meet our financial obligation to keep our facilities open
- 2. Federal and state funding enabled our YMCA to expand our meal programs to provide over 98,000 healthy meals to children.** We are very grateful for our bi-partisan representatives in local, state and national government.
- 3. Foundations like the Ralph C. Wilson Fund enabled our YMCA to provide outdoor sports and organized free play to more than 4,000 children in their neighborhoods.**
- 4. Y staff provided services from early childhood education, summer camp and sports to over 32,000 children.** We are very grateful to the hundreds of annual campaign donors who collectively contributed over \$900,000 to keep children active in safe spaces.
- 5. 400 new employees joined the Y team to make every day better.**
- 6. We awarded \$235,000 in scholarships to Metropolitan Detroit families.**
- 7. Seven full facility YMCAs, two overnight camps, and five non-facility YMCAs served over 80,000 people, of which over 11,000 were new members!**
- 8. Lastly, we thank the heartbeat of our Y; our members and participants.** Especially those who stayed with us when our wellness centers were closed, but our mission to serve remained open.



Judge David Allen
Judge David Allen
Board Chair

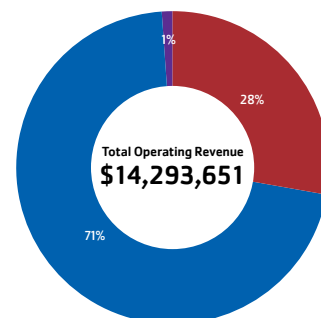
Helene Weir
Helene Weir
President & CEO

Financials

JANUARY 1-DECEMBER 31, 2021

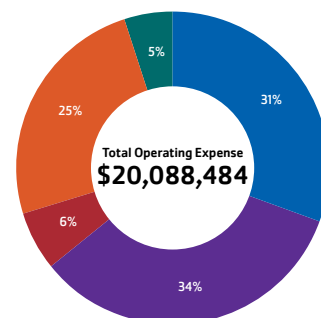
Operating Activities

REVENUE



Contributions & Grants	\$3,943,382
Membership & Program	10,184,761
Other	165,508
Total Operating Revenue	14,293,651

EXPENSE

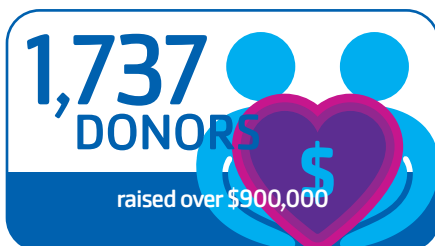
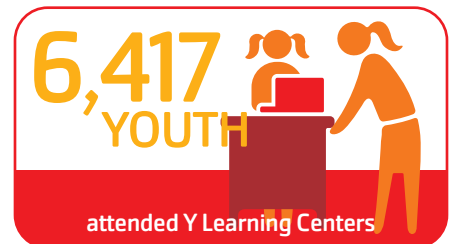


Youth Development	6,266,976
Healthy Living	6,776,830
Social Responsibility	1,144,540
Management	4,947,637
Fundraising	952,501
Total Operating Expense	20,088,484
Net Loss from Operating Activities	(\$5,794,833)

Non-Operating Activities

Capital & Other Contributions	1,720,836
Pandemic Relief Funding	6,185,225
Investment Activity	906,911
Interest Expense	(403,913)
Depreciation Expense	(2,271,156)
Other	(1,352,644)
Net Income from Non-Operating Activities	4,785,259
Net Loss	(\$1,009,574)

83,470 people
were impacted
by the YMCA of
Metropolitan
Detroit in 2021



Behind each number is a story of a real person.

A child, a parent, a friend who connected with the YMCA to make their life a little better. Some connected to receive a healthy meal, learn to swim, help recover from cancer treatment, take control of their health, bond with their children, connect to mentoring and career opportunities, or give themselves a timeout to relax and breathe.

So they joined, gave and served with the YMCA.

LOCAL YMCA HIGHLIGHTS

Where the magic happens—in the branches, programs, and initiatives



Boll Family YMCA

We provided 983 income-based memberships to minimize financial barriers for families. In addition, 140 kids attended summer day camp, with 20% of campers receiving financial assistance. What was absolutely amazing is that we provided water safety & swim lessons to over 600 people.



YMCA Camp Nissokone

Camp Nissokone was unable to operate in 2020 due to travel & health concerns presented by the pandemic. With the support of a strong community of individuals who care deeply about camp, we were thrilled to welcome campers back to Nissokone in 2021. Campers created memories filled with personal growth, individual & group achievements, and new experiences; all surrounded by the beauty of northern Michigan.



Y Nourish

The Healthy Living Kitchen won the USDA's Turnip The Beet Gold Award. The award recognizes outstanding summer meal program sponsors across the nation who work hard to offer high-quality meals to children that are appetizing, appealing, and nutritious. The Y Healthy Living team also served 306,000 pounds of food to the Metro Detroit community, serving a total of 98,000 meals to children. During the Thanksgiving holiday, the Healthy Living Kitchen provided a full Thanksgiving meal to 375 households.



YMCA Camp Ohiyesa

We welcomed schools back for Outdoor and Environmental Education at camp. For more than 30 years, groups and teams have come to camp to escape the daily routine, discover their best selves both independently and as team players, and leave with a renewed perspective and appreciation for nature.



YMCA Positive Play Initiative and SportPort

As part of the SportPort program, 100 refugee youth supported by Samaritas were given the opportunity to experience sports sampling and organized free play. Thanks to the Ralph C. Wilson, Jr. Foundation, over 4,000 kids in over 9 Metro Detroit neighborhoods were able to safely play outdoors with peers and caring adults at no charge.



Birmingham Family YMCA

In the midst of the pandemic, we welcomed 215 new members. We also operated our Summer Day Camp and the Birmingham Blue Dolphins Swim Team, giving hundreds of children a mental and physical outlet as many managed social isolation.



Plymouth Family YMCA

Served 196 kids through Summer Day Camp including providing over \$8,600 in scholarships to assist families managing financial challenges.



Facility Improvements

Thanks to generous donors, we invested \$2 million dollars into the Downriver Y. While all of our facilities received improvements, the Boll, Farmington, South Oakland and Birmingham Ys underwent major renovation to improve locker rooms and program space.

Risk Management

We launched content on our website to help educate our communities on our commitment to the safety of children. In addition, we established a continuous review and implementation of pandemic policies to keep staff and members/participants safe and implemented an annual child safety training for all staff.



Detroit Swims

150 more students now have safety around water skills. Water safety education was provided to students at Centerline Public Schools and Cass Community Services in 2021.



Y Arts

We operated Y Media Works in Ann Arbor and Detroit, and provided an after-school virtual media club for schools. We established new public education partnership with Detroit Public Schools to provide services at the Detroit School of the Performing Arts fall 2021.



Metro Youth YMCA

We successfully re-engaged youth in face-to-face programming during fall 2021 through our after-school partnership with Centerline High School and DPSCD. We are especially proud to have served as a lead community agency for Grow Detroit's Young Talent, allowing us to connect 225 youth ages 14-24 to paid summer employment.



Girls on the Run and STRIDE

500 children participated in the Fall 2021 season, and 185 volunteer coaches accepted the challenge to provide memorable experiences. Over 1,000 kids and families participated in our 2021 5K, the first in-person 5K since 2020.



Downriver Family YMCA

In 2021, we served as a safe space to work out, be healthy, and spend time together for families to the tune of 101,598 individual entry scans into our Y.

One of the most impactful services we provided families was access to fresh produce. Over 12 weeks we were able to distribute 2,400 boxes of produce (48,000 lbs) with Partnership for a Healthier America. We also distributed 88 Thanksgiving meals to those in our community most in need.



Macomb Family YMCA

The most impactful services we provided in 2021 were food bundle delivery and free produce boxes. We had a lot of community members take advantage of the programs and we were able to offer produce boxes to Turning Point; which supports survivors of domestic and sexual violence in our community.



Carls Family YMCA

In addition to providing the best summer ever for over 300 kids, we welcomed back Detroit Swims, providing water safety lessons at four mobile home neighborhoods in our community. We also received a \$20,000 grant to reboot our cancer survivor wellness program, Livestrong at the YMCA, in 2022.

Human Resources

We created an Association Director of Diversity Inclusion Equity and Global (DIEG) to help cultivate a welcoming, inclusive and diverse workforce. In addition, we were intentional about improving our employee appreciation and benefit packages to assist with both attracting and retaining essential YMCA team members.



Y Learning Centers

Staff training and development were critical to ensure children were being supported in our Y Learning Centers. With the support of state-licensed educators and counselors, social-emotional curriculum was embedded into our lessons. This enabled our Y to provide effective, fun, engaging and educational programming to the hundreds of children we served.



South Oakland Family YMCA

We opened with full capacity to serve families in the community through Camp as many organizations remained closed in the summer of 2021. We were able to give kids a safe place during the summer to have fun and learn.



Heather's Story: A Courageous Journey that began in 2019 and continues

My name is Heather Landis and I'd like to tell you a little bit today about my journey through breast cancer and how the YMCA has played a positive role in my recovery and the well-being of my family...

I am a 41-year-old wife and mother of 3 young children. In February of 2019, I was diagnosed with very aggressive Breast cancer. I went through several surgeries before starting chemotherapy. Just 3 days before chemo began I needed an urgent last-minute procedure. Starting chemo just days after surgery created great difficulty as I was recovering and surviving treatment at the same time. The aggressive chemo took its toll. I lost the ability to stand or walk, shower or dress, and became bedridden and wheelchair-bound. I got my affairs in order as it seemed I may not survive. The doctors suggested we stop the treatment but I insisted on continuing and fighting my way through it!

All the while my family watched their mother fight but still fade. My husband began preparing to lose me forever and thought much about how he would tell our children.

After 16 long weeks of treatment, I had more reconstructive surgery. When this was done and I began to slowly heal I was told about a fantastic program, called Livestrong at the Y. This program is designed for all types of cancer survivors. Created by the Livestrong Foundation, and partnered with the YMCA to promote the importance of physical activity and recovery after a cancer diagnosis. This 12-week program provides survivors rehabilitation, exercise, and supportive cancer care. I was so excited to begin the program and take back my life.

At this point, I was walking a little on my own, using just a wheeled walker to assist me when needed, I had attended two classes when a lump was found in the newly constructed breast tissue. I had to stop attending the Livestrong class to have a lumpectomy. I was devastated all over again.

This recovery meant I wouldn't be rejoining the Livestrong class and would need to try again the next time the class was offered. Then 2020 hit and things closed down including my doctor's office and physical therapist. My recovery process had come to a screeching halt.

I wasn't working and my medical bills were stacked high. We had too little income to survive. Being that I had been connected with the YMCA Facebook page, I discovered the food program the Y was offering to feed the children and families in the community. The Y began the amazing program of offering the weekly produce boxes. Twenty-two pounds of real fresh produce FREE to us every week! We received holiday assistance at Thanksgiving, a whole fresh turkey, and all the fixings. What a blessing the YMCA has been to my family over the course of the pandemic. 2020 was supposed to be the year I took my life back, but life had other plans for us all. We had used our entire life savings to keep me alive. The bills continued to stack up but thank goodness we were fed! My children weren't going hungry! Do you have any idea the relief that this gave our family? The YMCA had become our refuge!

As the pandemic began to wind down and businesses reopened we were unable to afford much-needed additional activities for our children. We had no spare money to enroll them in programs after so much social isolation. Luckily, I discovered the Y offered financial assistance for families like mine. My son took Karate, and my daughter is currently enrolled in Girls on the Run, a program not only for fitness but for positive mind and empowerment! She is excited as she's training right now to run her first 5k with the other girls and their fantastic coaches in May! We still come every Thursday to the Y for the free Healthy Living food program for children.

I'm pleased to say I have currently enrolled in Livestrong again. I have waited 2 years for the privilege of finally attending this program and my life is finally feeling like my own again. Things I never thought I'd be capable of doing again are possible because of the amazing staff at the Farmington YMCA. Every one of the programs my family and I have counted on the last few years was FREE to me. Free because amazing people made the choice to financially support these programs.



2021 Partners

Abbott Laboratories-EGC
 Ally Financial
 Alpha Kappa Alpha Sorority, Inc.
 Amazon Smile
 Ameriprise
 Ann Arbor Hands on Museum
 Arch Insurance Company
 Arman Foundation
 Arthur J. Gallagher Risk Management
 Asplundh Tree Expert
 Bank of America Charitable Foundation
 Barton Malow Co.
 BASF Corporation
 BBD Boosters Inc.
 Belcrest Pest Control
 Belden
 Best Buy
 Birmingham Optimist Club
 Bot V's
 Brunch X Burn LLC
 Busch's Supermarket
 Canton Community Foundation
 The Carls Foundation
 The Children's Foundation
 City of Detroit Block Grant NOF
 City of Detroit Parks & Recreation
 Clarkston Swim Academy
 Comcast Heartland Region
 Comcast NBC Universal
 Community Education Commission
 (City of Detroit)
 Community Financial Credit Union
 Community Foundation
 for Southeast Michigan
 Community Foundation of Plymouth
 Community Sharing
 Costco Wholesale Corporation
 Couzens, Lansky, Fealk, Ellis,
 Roeder & Lazar, P.C.
 Credit Agricole CIB
 Crown Automotive Systems, LLC
 Dairy Queen - Mt. Clemens
 Dell Technologies
 Deloitte Services LP
 Delta Airlines
 Delta Dental
 Deneweth Vittiglio Sassak PC
 DESC-City Connect Detroit GDYT
 DESC-WIOA
 Detroit Pistons Basketball Co.
 Detroit Public School District
 Dick Genthe Chevrolet
 Dick's Sporting Goods Foundation
 Draught Horse Group LLC
 Drs. Jackson, Snider and Parker
 Dentistry, PLLC

DTE Energy Foundation
 Dynamic Edge
 Elizabeth, Allan, and Warren
 Shelden Fund
 Elmira L. Rhein Family Foundation
 Emerson Automation Solutions
 Enterprise Rent-A-Car Foundation
 Fred A. and Barbara M. Erb Family
 Foundation
 Fairlane Dental Lab
 Fakhoury Global Immigration, USA PC
 Farm/Farm Hills Foundation
 for Youth and Families
 Farmington Area Goodfellows
 Farmington Public Schools
 Fidelity Charitable Fund
 Fidelity Information Services (FIS)
 First Merchant Bank
 Flagstar Bank
 Flagstar Foundation
 Ford Motor Company
 Ford Motor Company Fund
 Ford Motor Credit Company
 Foundation Management, LLC
 Frontstream
 Gamma Phi Beta Foundation
 Generation IV Charitable Trust
 Girls on the Run International
 Girls on the Run of
 Southeastern Michigan
 Gleaner's Community Food Bank
 Global Reward Solutions
 Global Telecom Solutions
 Goodwill Industries of Mid-Michigan Inc.
 Google
 Guernsey Farms Dairy
 Hastings Mutual Insurance Company
 Hazel Park School District
 Henry Ford West Bloomfield Hospital
 Holistic Counseling & Wellbeing
 HR Management Group, Inc.
 Huron Valley State Bank
 Interlochen Center for the Arts
 Jabro Carpet One
 JB Cutting Inc.
 Jehovah Jireh Ministries
 Kappen Tree Service LLC
 Karmanos Cancer Center
 Karn Sitkins Payette Insurance
 Kearney Financial Services
 Kienbaum Hardy Viviano
 Pelton & Forrest PLC
 Kiwanis
 Kresge Foundation
 Kroger
 Lafontaine Automotive Group
 Level One Bank
 Liberty Mutual
 MacKenzie Scott
 Maibach Family Foundation

Maplewood Office Park LLC
 Matilda R. Wilson Fund
 Michigan Council for Arts
 and Cultural Affairs
 Michigan Department of Education
 Michigan Department of Health
 and Human Services
 Michigan First Foundation
 Michigan Institute for
 Neurological Disorders
 Michigan Judo
 Development Association
 Michigan Scientific Corporation
 Michigan United Credit Union
 Michigan Works Going Pro Talent Fund
 Milford Rotary Foundation
 Miller Vein
 MJS Packaging
 Moosejaw
 Moran Buick GMC, Inc.
 Morgan Stanley/Graystone Consulting
 Mount Clemens Kiwanis Club
 Foundation, Inc.
 Mt. Clemens Lions Club
 Mt. Clemens Rotary Foundation
 Nagle Paving Company
 North American YMCA
 Development Organization
 North Bros Ford, Inc.
 North Congregational Church
 One Hope
 Optimist Club
 Partnership for a Healthy America
 Peacock Farms
 Petoskey United Methodist Church
 Plante Moran Cresa
 Plunkett Cooney PC
 Plymouth Community United Way
 Plymouth Lions Club
 Plymouth Rotary Foundation, Inc.
 PNC Foundation
 Precor
 Presbytery of Detroit, Inc.
 Price Waterhouse Cooper
 Foundation (PwC)
 PricewaterhouseCoopers LLP
 Print DDS
 PVS Chemicals, Inc.
 QL Media House
 Quicken Loans Rock Ventures
 Ralph C. Wilson, Jr. Foundation
 Ralph L & Winifred Polk Foundation
 Rite Aid
 River Raisin National Battlefield
 Park Service
 River's Edge Brewing Co.
 Robert Bosch Corporation
 Rock Financial
 Roscoe & Horkey Farm
 Roseville Optimist Club
 Rosso Family Foundation

RouteOne LLC
 RunSignUp Inc.
 SABIC Innovative Plastics
 Samona Weiss Properties
 Samuel A. Ramirez & Co.
 Sandra Lyness Foundation
 Santoro Incorporated
 Serving Macomb Inc
 Siara-Olds Orthodontics
 Southern Wayne County
 Regional Chamber
 State Alliance of Michigan YMCAs
 State Farm Companies Foundation
 Sutar-Sutaruk-Meyer Foundation
 Szuba PLLC
 Table No. 2 Restaurant
 Target Corporation Employees
 Taylor Fence Service LLC
 The Barbat Organization
 The Detroit Creativity Project
 The Redwoods Group
 Thomson Reuters
 TK Seibold, LLC
 Toni A. Wisne Foundation
 Toys for Tots
 Trinity International Film Festival
 UBS
 Ultimate Computer Systems
 United Way for Southeast Michigan
 United Way of Greater Milwaukee &
 Waukesha County
 United Way Of Greater Philadelphia
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 United Way of Metropolitan Dallas
 United Way of Washtenaw County
 Van Dusen
 Verizon Foundation
 Vibe Credit Union
 Walled Lake School E.Fed C.U.
 Walmart
 Wayne and Joan Webber Foundation
 Wayne Metro Community Action Agency
 Wayne RESA
 Woodbridge-MGT LLC
 Woodhaven Pediatrics
 World Heritage Foundation,
 Prechter Family Fund
 Xemplar Club Of Farmington &
 Farmington Hills
 YMCA of Northwest North Carolina
 YMCA of the USA

Facilities

BIRMINGHAM FAMILY YMCA

400 E. Lincoln St, Birmingham, MI 48009
(248) 644-9036

BOLL FAMILY YMCA

1401 Broadway, Detroit, MI 48226
(313) 309-9622

CARLS FAMILY YMCA

300 Family Drive, Milford, MI 48381
(248) 685-3020

DOWNRIVER FAMILY YMCA

16777 Northline Rd, Southgate, MI 48195
(734) 282-9622

FARMINGTON FAMILY YMCA

28100 Farmington Rd, Farmington Hills, MI 48334
(248) 553-4020

MACOMB FAMILY YMCA

10 North River Rd, Mt. Clemens, MI 48043
(586) 468-1411

SOUTH OAKLAND FAMILY YMCA

1016 W. 11 Mile Rd, Royal Oak, MI 48067
(248) 547-0030

Community Initiatives and Outreach

METRO YOUTH YMCA

1401 Broadway, Suite 3A, Detroit, MI 48226
(313) 223-2841

PLYMOUTH FAMILY YMCA

650 Church St, Rm 111, Plymouth, MI 48170
(734) 453-2904

YARTS

1401 Broadway, Suite 3A, Detroit, MI 48226
(313) 223-2751

Camps

YMCA CAMP NISSOKONE

6836 F-41, Oscoda, MI 48750
(989) 739-2801

YMCA CAMP OHIYESA

7300 Hickory Ridge Rd, Holly, MI 48442
(248) 887-4533

YMCA OF METROPOLITAN DETROIT

1401 Broadway, Suite 3A

Detroit, MI 48226

ymcadetroit.org



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a Michigan Nonprofit Corporation supporting the YMCA of Metropolitan Detroit

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YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

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Year-End 2023											
	Year-End 2023	YE 2023 Actual	YE 2023 Budget	YE 2022 Actual	Budget vs Actual \$ Change	Budget vs Actual % Change	Actual vs Actual \$ Change	Actual vs Actual % Change	YTD 2023 Actual	YTD 2023 Budget	YTD 2022 Actual
012	Birmingham Family YMCA										
	Revenue										
01	Contributions		0	0	0	0	0	0	51,447	52,500	50,158
02	Fund Transfers		0	0	0	0	0	0	7,610	18,576	15,000
03	Special Events		0	0	0	0	0	0	175	0	50
08	United Way		0	0	0	0	0	0	10,043	0	0
10	Grants		0	0	0	0	0	0	248,783	0	40,381
11	Membership Dues	250.00	0	0	250	0	250	0	856,022	749,861	667,825
12	Rentals		0	0	0	0	0	0	5,581	4,068	5,227
13	Program Fees		0	0	0	0	0	0	946,227	1,009,193	828,320
14	Sale of Supplies		0	0	0	0	0	0	1,807	1,200	2,491
16	Miscellaneous		0	0	0	0	0	0	15	0	3,279
	Revenue	250.00	0	0	250	0	250	0	2,127,711	1,835,398	1,612,732
	Expense										
21	Salaries and Wages		0	0	0	0	0	0	869,874	968,742	847,240
22	Employee Benefits		0	0	0	0	0	0	104,725	123,597	107,335
23	Payroll Taxes		0	0	0	0	0	0	75,306	93,580	70,659
24	Professional Fees		0	0	0	0	0	0	106,085	103,789	105,497
25	Supplies		0	0	0	0	0	0	72,871	65,572	63,201
26	Telephone		0	0	0	0	0	0	28,004	22,548	20,821
27	Postage		0	0	0	0	0	0	0	200	(0)
28	Occupancy	2,844.75	0	0	(2,845)	0	(2,845)	0	216,290	177,817	199,742
29	Utilities	1,205.06	0	(1,960)	(1,205)	0	(3,165)	(161)	144,894	139,595	137,306
30	Maintenance		0	(17,969)	0	0	(17,969)	0	169,212	193,651	185,765
31	Promotion		0	0	0	0	0	0	55,947	58,237	46,700
32	Travel		0	0	0	0	0	0	36,487	19,405	27,840
33	Training		0	0	0	0	0	0	16,968	13,613	14,344
35	Dues	780.00	0	0	(780)	0	(780)	0	9,633	12,205	4,778
43	Equipment		0	0	0	0	0	0	23,305	16,874	14,917
49	Miscellaneous		0	0	0	0	0	0	1,360	(281)	0
59	Allocations		0	0	0	0	0	0	189,252	189,254	187,596
	Expense	4,829.81	0	(19,930)	(4,830)	0	(24,759)	(124)	2,120,212	2,198,398	2,033,741

YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

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Year-End 2023											
	Year-End 2023	YE 2023 Actual	YE 2023 Budget	YE 2022 Actual	Budget vs Actual \$ Change	Budget vs Actual % Change	Actual vs Actual \$ Change	Actual vs Actual % Change	YTD 2023 Actual	YTD 2023 Budget	YTD 2022 Actual
012	Birmingham Family YMCA	(4,579.81)	0	19,930	(4,580)	0	(24,509)	(123)	7,499	(363,000)	(421,009)

YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

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Year-End 2023											
	Year-End 2023	YE 2023 Actual	YE 2023 Budget	YE 2022 Actual	Budget vs Actual \$ Change	Budget vs Actual % Change	Actual vs Actual \$ Change	Actual vs Actual % Change	YTD 2023 Actual	YTD 2023 Budget	YTD 2022 Actual
		(4,579.81)	0	19,930	(4,580)	0	(24,509)	(123)	7,499	(363,000)	(421,009)

YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

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Year-End 2023

	Year-End 2023	Budget vs Actual \$ Change	Budget vs Actual \$ Change	Actual vs Actual \$ Change	Actual vs Actual % Change	2023 Budget
012	Birmingham Family YMCA					
	Revenue					
01	Contributions	(1,053)	(2)	1,288	3	52,500
02	Fund Transfers	(10,966)	(59)	(7,390)	(49)	18,576
03	Special Events	175	0	125	250	0
08	United Way	10,043	0	10,043	0	0
10	Grants	248,783	0	208,402	516	0
11	Membership Dues	106,161	14	188,197	28	749,861
12	Rentals	1,513	37	354	7	4,068
13	Program Fees	(62,966)	(6)	117,907	14	1,009,193
14	Sale of Supplies	607	51	(684)	(27)	1,200
16	Miscellaneous	15	0	(3,264)	(100)	0
	Revenue	292,313	16	514,979	32	1,835,398
	Expense					
21	Salaries and Wages	98,868	10	(22,634)	(3)	968,742
22	Employee Benefits	18,872	15	2,609	2	123,597
23	Payroll Taxes	18,274	20	(4,647)	(7)	93,580
24	Professional Fees	(2,296)	(2)	(588)	(1)	103,789
25	Supplies	(7,299)	(11)	(9,670)	(15)	65,572
26	Telephone	(5,456)	(24)	(7,184)	(35)	22,548
27	Postage	200	0	(0)	0	200
28	Occupancy	(38,473)	(22)	(16,548)	(8)	177,817
29	Utilities	(5,299)	(4)	(7,587)	(6)	139,595
30	Maintenance	24,439	13	16,553	9	193,651
31	Promotion	2,290	4	(9,247)	(20)	58,237
32	Travel	(17,082)	(88)	(8,646)	(31)	19,405
33	Training	(3,355)	(25)	(2,624)	(18)	13,613
35	Dues	2,572	21	(4,855)	(102)	12,205
43	Equipment	(6,431)	(38)	(8,388)	(56)	16,874
49	Miscellaneous	(1,641)	(584)	(1,360)	0	(281)
59	Allocations	2	0	(1,656)	(1)	189,254
	Expense	78,186	4	(86,471)	(4)	2,198,398

YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

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Year-End 2023						
	Year-End 2023	Budget vs Actual \$ Change	Budget vs Actual \$ Change	Actual vs Actual \$ Change	Actual vs Actual % Change	2023 Budget
012	Birmingham Family YMCA	370,499	102	428,508	102	(363,000)

YMCA of Metropolitan Detroit
Operating Statements - Branch by Major

8/22/2024
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Year-End 2023						
	Year-End 2023	Budget vs Actual \$ Change	Budget vs Actual \$ Change	Actual vs Actual \$ Change	Actual vs Actual % Change	2023 Budget
		370,499	102	428,508	102	(363,000)

David & Christine Colman

445 Arlington
Birmingham MI 48009
dcolman44@gmail.com
248.561.2229
August 10, 2024

Dear City of Birmingham,

We are writing to express our concern about the high speed at which vehicles travel on our street, Arlington. As residents and parents, we are worried about the safety of our families and neighbors. The excessive speed of traffic has become a serious issue, particularly as it poses a significant danger to pedestrians, especially children.

Our daughter, who is deaf in one ear, plays outside regularly, and the speeding cars are a constant threat to her safety. Because of her condition, she may not always be able to hear approaching vehicles, making it even more crucial that measures are taken to slow down traffic on our street.

We would like to bring to your attention that the city is currently repaving Arlington. This ongoing work presents an ideal opportunity to install speed bumps as part of the repaving process. Doing so now would be both efficient and cost-effective, ensuring that the necessary safety measures are implemented without further disruption.

We kindly request that the city consider installing speed bumps on Arlington to help reduce the speed of vehicles and ensure the safety of all residents. Speed bumps would not only protect our daughter but also the many other children and pedestrians who use our street daily.

We understand that the installation of speed bumps requires careful consideration, and we are more than willing to participate in any necessary community meetings or provide further information to support this request.

Thank you for your attention to this matter. We look forward to your response and hope for a favorable outcome that prioritizes the safety of our community.

Sincerely,

David & Christine Colman

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE
OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21662**

- DTE Electric Company requests Michigan Public Service’s approval of its Amended Renewable Energy Plan and related relief.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission’s website at: michigan.gov/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: **Wednesday, September 11, 2024 at 9:30 AM**

BEFORE: **Administrative Law Judge James M. Varchetti**

LOCATION: **Video/Teleconference**

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company’s (DTE Electric) July 19, 2024 application requesting the Commission to: 1) approve DTE Electric’s calculated incremental cost of compliance as consistent with 2008 PA 295, as amended by 2023 PA 235, the Commission’s Orders in Case No. U-21568, and all other applicable law; 2) approve DTE Electric’s continued recovery of the transfer price revenue through the PSCR through 2028, as permitted by Section 47(3) of Act 235, MCL 460.1047(3), and consistent with its currently approved amended Renewable Energy Plan (REP) in Case No. U-21361; 3) approve DTE Electric’s plan for a revenue recovery mechanism under Section 22 of Act 235, MCL 460.1022(2), for inclusion in its tariffs to permit recovery of the incremental cost of compliance required to implement the Amended Renewable Energy Plan as consistent with 2008 PA 295, as amended by 2023 PA 235, the Commission’s Orders in Case No. U-21568, and all other applicable law; 4) approve the revenue recovery mechanism surcharge of \$0.00/meter for all customer classes and authorize DTE Electric to maintain a regulatory liability, as proposed and in a manner consistent with 2008 PA 295, as amended by 2023 PA 235, through the application of the Transfer Prices requested; 5) authorize the necessary accounting and regulatory authority to effectuate DTE Electric’s Amended Renewable Energy Plan; 6) approve inclusion of additional solar builds of 300 MW for 2027, 500 MW for 2028, and 130 MW for 2029 attributable to DTE Electric’s VGP program in its

Amended Renewable Energy Plan, and find that such inclusion is consistent with 2008 PA 295, as amended by 2023 PA 235, Section 9 of the Settlement Agreement in DTE Electric's Section 61 filing Case No. U-21172, and all other applicable law; 7) approve DTE Electric's plan to pursue energy storage resources co-located with renewable facilities that may be included for recovery in a subsequent amended REP filing and recovery of the fixed cost of co-located storage resources through the PSQR Transfer Price mechanism; and 8) grant DTE Electric any other and additional relief as the Commission may deem suitable and appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by September 4, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, John A. Janiszewski, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21662**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21662