Agenda
City Commission Regular Meeting
Monday, February 23, 2026 - 7:00 PM
151 Martin Street, Birmingham, MI
City Commission Room 205

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor

2. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

A. Oakland County Treasurer's Office Foreclosure Prevention

APPOINTMENTS

A. 2026 Student Board Appointments to City Boards and Committees

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

The City of Birmingham welcomes public comment which may be limited to a certain number of minutes per person speaking, announced at the Mayor's discretion at the beginning of the public comment portion of the agenda, on items or discussions that do not appear anywhere else in the printed agenda. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please state your name for the record, and direct all comments or questions to the presiding officer.

5. CONSENT AGENDA

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

A. Resolution to approve the City Commission workshop meeting minutes of February 9, 2026.

B. Resolution to approve the regular City Commission meeting minutes of February 9, 2026.

C. Resolution to approve the warrant list, including Automated Clearing House, dated February 11, 2026, in the amount of $4,581,215.73.

D. Resolution to approve the warrant list, including Automated Clearing House, dated February 19, 2026, in the amount of $302,176.55.

E. Resolution to approve a Special Event permit as requested by the Huntington's Disease Society of America to hold Yoga in the Park on June 20, 2026, contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

F. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold Birmingham Movie Nights on Fridays June 5, July 10, August 7, and September 4, (with rain dates of June 6, July 11, August 8, and September 5), 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

G. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 15, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

H. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Day on the Town event on July 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

I. Resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on Sundays from May 3 – October 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

J. Resolution to approve the addendum to extend the contract with Bob Adams Towing for towing and storage of impounded, abandoned, accident and other motor vehicles until February 26th, 2028. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

K. Resolution to approve the Park Rules and Regulations as adopted on January 13, 2026, and authorize continued implementation and enforcement of the updated rules governing the use of City of Birmingham parks and public property.

L. Resolution to join the Clinton River Watershed's WaterTowns Initiative.

M. Resolution to make a motion adopting an ordinance to repeal City Code, Chapter 54, Fire Prevention and Protection, Article II, Fire Prevention Code, Section 54-32 - Extinguishing system, in its entirety.

N. Resolution to approve the 123 Net Conduit Lease Agreement. In addition, authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

O. Resolution to set a public hearing date of March 23, 2026 to consider the Special Land Use Permit, Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203 - Old World Pizza.

P. Resolution to approve the contract with Wiss, Janney, Elstner Associates, Inc. (WJE) in the amount of $155,000 for professional consulting and design services for the Chester Street Parking Structure Aesthetic and Lighting Improvements.

Q. Resolution to approve the amended Ground Lease between the City of Birmingham and Select Commercial Assets Hospitality, LLC to update the legal description and to update Exhibit C with the revised approved site plans.

AND

Make a motion adopting a resolution to approve the Assignment and Assumption of the Ground Lease to 3500 Woodward Birmingham, LLC.

6. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's website.

A. February 2026 City Manager's Report

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Public Hearing of Necessity for Staircase Special Assessment District (SAD) - 2025 and 2026 Asphalt Resurfacing Program

WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing existing asphalt roads, replacement of existing retaining wall in the City's right of way, replacement of staircases in the City's right of way, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of replacing staircases in the City's right of way by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the replacement of the retaining wall with the 2025 and 2026 Asphalt Resurfacing Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Staircase Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the staircases are located within the limits of the following streets shall be installed as part of the 2025 and 2026 Asphalt Resurfacing Program (Contract #2-25(P) and #2-26(P)):

Brookside Avenue – Ravine Road to North Dead End
Ravine Road – Brookside Avenue to Park Street
Park Street – Brookside Avenue to Ravine Road

WHEREAS, The formula used in making the assessment is 100% of the improvement for staircase in the City's right of way (calculated at the rate of $2,500.00 per staircase riser for properties on streets that will have new staircase installed in the City's right of way).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing for Confirmation of the Roll on March 9, 2026 and give notice for same.

Staircase					
Sidwell Number	Street Address	Decorative Staircase Risers (EA)	Unit Cost for Assessment	Total Assessment	
1925329017	544 BROOKSIDE AVE	7.00	$2,500.00	$17,500.00	
1925329016	552 BROOKSIDE AVE	8.00	$2,500.00	$20,000.00	
1925329015	564 BROOKSIDE AVE	0.00	$2,500.00	$0.00	**
1925329011	243 RAVINE ROAD	3.00	$2,500.00	$0.00	*
1925329018	647 PARK ST	6.00	$2,500.00	$15,000.00	
*	Resident elected not to proceed				
**	Not feasible to construct				

B. Public Hearing of Necessity for Cape Seal Special Assessment District (SAD) - 2026 Cape Seal Program

WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and capeseal surface, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of Cape Seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the 2026 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2026 Cape Seal Program (Contract #5-26(P)):

Oak Avenue – Greenwood to Old Woodward; and
Lakeside Drive – Oak to Millrace; and
N Glenhurst Drive– Oak to Pine; and
Northlawn Boulevard – Rouge River to Southfield Road; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $40.83 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing for Confirmation of the Roll on March 9, 2026 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
19-25-151-037	692 Oak Ave	$2,429.60
19-25-151-139	680 Oak Ave	$2,167.55
19-25-151-140	670 Oak Ave	$2,167.55
19-25-151-039	640 Oak Ave	$1,735.43
19-25-151-040	608 Oak Ave	$2,603.15
19-25-151-137	556 Oak Ave	$3,644.40

19-25-151-138	520 Oak Ave	$2,776.69
19-25-151-127	450 Oak Ave #100	$235.20
19-25-151-130	450 Oak Ave #101	$235.20
19-25-151-129	450 Oak Ave #102	$235.20
19-25-151-128	450 Oak Ave #103	$235.20
19-25-151-133	450 Oak Ave #201	$235.20
19-25-151-132	450 Oak Ave #202	$235.20
19-25-151-131	450 Oak Ave #203	$235.20
19-25-151-136	450 Oak Ave #301	$235.20
19-25-151-135	450 Oak Ave #302	$235.20
19-25-151-134	450 Oak Ave #303	$235.20
19-25-326-023	885 N Old Woodward Ave Unit 1	$141.07
19-25-326-024	885 N Old Woodward Ave Unit 2	$141.07
19-25-326-025	885 N Old Woodward Ave Unit 3	$141.07
19-25-326-026	885 N Old Woodward Ave Unit 4	$141.07
19-25-326-027	885 N Old Woodward Ave Unit 5	$141.07
19-25-326-028	885 N Old Woodward Ave Unit 6	$141.07
19-25-326-029	885 N Old Woodward Ave Unit 7	$141.07
19-25-326-030	885 N Old Woodward Ave Unit 8	$141.07
19-25-326-031	885 N Old Woodward Ave Unit 9	$141.07
19-25-326-032	885 N Old Woodward Ave Unit 10	$141.07
19-25-326-033	885 N Old Woodward Ave Unit 11	$141.07
19-25-326-034	885 N Old Woodward Ave Unit 12	$141.07
19-25-326-035	885 N Old Woodward Ave Unit 13	$141.07
19-25-326-036	885 N Old Woodward Ave Unit 14	$141.07
19-25-326-037	885 N Old Woodward Ave Unit 15	$141.07
19-25-326-038	885 N Old Woodward Ave Unit 16	$141.07
19-25-326-003	533 Oak Ave	$1,596.60
19-25-326-002	551 Oak Ave	$1,596.60
19-25-326-001	858 Woodland St	$1,596.60
19-25-303-007	607 Oak Ave	$1,735.43
19-25-303-006	615 Oak Ave	$1,735.43
19-25-303-005	635 Oak Ave	$1,735.43
19-25-303-004	651 Oak Ave	$1,735.43
19-25-303-003	667 Oak Ave	$1,735.43
19-25-303-002	679 Oak Ave	$1,735.43
13-25-303-001	850 Greenwood St	$1,839.56
19-26-427-001	890 Lakeside Dr	$1,355.68
19-26-427-002	840 Lakeside Dr	$3,634.34
19-26-427-003	790 Lakeside Dr	$3,540.28
19-26-427-004	774 Lakeside Dr	$3,526.39
19-26-427-005	752 Lakeside Dr	$3,540.28
19-26-427-006	726 Lakeside Dr	$3,539.93
19-26-427-039	700 Lakeside Dr	$2,478.19

19-26-427-040	660 Lakeside Dr	$2,478.19
19-26-427-008	640 Lakeside Dr	$2,460.15
19-26-427-009	620 Lakeside Dr	$2,295.28
19-26-427-010	592 Lakeside Dr	$2,572.95
19-26-427-041	568 Lakeside Dr	$3,978.30
19-26-427-042	532 Lakeside Dr	$4,446.87
19-26-478-014	490 Lakeside Dr	$2,977.30
19-26-478-015	470 Lakeside Dr	$2,741.98
19-26-478-012	440 Lakeside Dr	$3,990.10
19-26-478-013	430 Lakeside Dr	$1,908.97
19-26-478-007	412 Lakeside Dr	$2,499.02
19-26-476-008	392 Lakeside Dr	$2,499.02
19-26-476-009	370 Lakeside Dr	$2,499.02
19-26-476-010	350 Lakeside Dr	$2,990.84
19-26-476-011	320 Lakeside Dr	$1,245.43
19-26-237-012	871 N Glenhurst Dr	$2,429.60
19-26-237-013	825 N Glenhurst Dr	$2,429.60
19-26-237-014	781 N Glenhurst Dr	$2,429.60
19-26-237-015	755 N Glenhurst Dr	$2,429.60
19-26-237-016	717 N Glenhurst Dr	$2,429.60
19-26-237-017	693 N Glenhurst Dr	$2,074.88
19-26-237-018	655 N Glenhurst Dr	$2,074.88
19-26-237-019	639 N Glenhurst Dr	$2,429.60
19-26-237-020	617 N Glenhurst Dr	$2,429.60
19-26-237-021	587 N Glenhurst Dr	$2,429.60
19-26-237-022	559 N Glenhurst Dr	$2,429.60
19-26-237-023	535 N Glenhurst Dr	$2,429.60
19-26-237-024	515 N Glenhurst Dr	$2,041.91
19-26-328-011	520 N Glenhurst Dr	$1,776.04
19-26-328-010	534 N Glenhurst Dr	$2,429.60
19-26-328-009	550 N Glenhurst Dr	$2,429.60
19-26-328-008	584 N Glenhurst Dr	$2,429.60
19-26-328-007	612 N Glenhurst Dr	$2,429.60
19-26-328-006	634 N Glenhurst Dr	$2,429.60
19-26-328-005	650 N Glenhurst Dr	$2,028.72
19-26-328-004	690 N Glenhurst Dr	$2,028.72
19-26-328-003	736 N Glenhurst Dr	$3,817.95
19-26-328-002	770 N Glenhurst Dr	$3,817.95
19-26-328-001	Birmingham School District	$1,429.18
19-35-426-019	1390 Northlawn Blvd	$3,182.08
19-35-426-018	1360 Northlawn Blvd	$2,776.69
19-35-426-017	1330 Norhtlawn Blvd	$2,776.69
19-35-426-016	1300 Northlawn Blvd	$2,776.69
19-35-428-012	1393 Latham St	$3,868.48

19-35-428-013	1132 Northlawn Blvd	$2,984.94
19-35-428-014	1112 Northlawn Blvd	$2,221.35
19-35-428-015	1098 Northlawn Blvd	$2,082.52
19-35-428-016	1076 Norhtlawn Blvd	$1,735.43
19-35-428-017	1052 Northlawn Blvd	$1,735.43
19-35-428-018	1034 Northlawn Blvd	$1,735.43
19-35-428-019	1000 Northlawn Blvd	$1,735.43
19-35-428-020	988 Northlawn Blvd	$1,735.43
19-35-428-021	972 Northlawn Blvd	$1,735.43
19-35-428-022	956 Northlawn Blvd	$1,735.43
19-35-428-011	1308 Southfield Rd	$3,817.95
19-35-430-010	1400 Southfield Rd	$3,817.95
19-35-430-009	955 Northlawn Blvd	$3,123.77
19-35-430-008	979 Northlawn Blvd	$1,735.43
19-35-430-007	1005 Northlawn Blvd	$1,735.43
19-35-430-006	1049 Northlawn Blvd	$1,735.43
19-35-430-005	1061 Northlawn Blvd	$2,603.15
19-35-430-004	1083 Northlawn Blvd	$2,603.15
19-35-430-003	1121 Northlawn Blvd	$2,429.60
19-35-430-002	1155 Northlawn Blvd	$2,429.60
19-35-430-001	1187 Northlawn Blvd	$2,188.72
19-35-429-023	1225 Northlawn Blvd	$1,541.06
19-35-429-022	1231 Northlawn Blvd	$1,735.43
19-35-429-004	1301 Northlawn Blvd	$2,637.85
19-35-429-003	1323 Northlawn Blvd	$3,436.15
19-35-429-027	1355 Norhlawn Blvd	$2,603.15
19-35-429-026	1371 Northlawn Blvd	$1,735.43
19-35-429-025	1385 Northlawn Blvd	$1,735.43
19-35-429-024	1395 Northlawn Blvd	$1,735.43

C. Resolution to approve the Agreement Between the City of Birmingham and Next – Your Place to Stay Active & Connected Regarding 400 E. Lincoln Street, and further to direct the Mayor and City Clerk to sign the Agreement.

D. Resolution to approve the proposed design for North Old Woodward Avenue from Oak Street to Woodward Avenue.

E. 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.

F. Commission discussion on items from a prior meeting.

G. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

(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.)

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communications regarding the Community House

11. REPORTS

A. Commissioner Reports

1. Notice of Intention to Appoint to the Multi-Modal Transportation Board

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions' Report

D. Legislation

E. City Staff

1. 2nd Quarter Financial Report

2. 2nd Quarter Investment Report

F. Information Only

1. SOCWA Second Quarterly Report

12. ADJOURN

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

Link to Access Virtual Meeting: https://zoom.us/j/655079760
Telephone Meeting Access: 877 853 5247 US Toll-free
Meeting ID Code: 655 079 760

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

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

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

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

OAKLAND COUNTY MICHIGAN
TREASURER'S OFFICE

1200 N. Telegraph Road, Dept. 479
Pontiac, MI 48341-0479
(248) 858-0611
oakgov.com/treasurer

Robert Wittenberg, Treasurer

Jody Weissler DeFoe, Chief Deputy Treasurer

Oakland County Treasurer's Office Foreclosure Prevention

The Oakland County Treasurer's Office is in the final stretch of our foreclosure prevention efforts. The tax foreclosure deadline for the 2023 and/or prior year taxes is on March 31, 2026. That means if these taxes aren't paid off by March 31st or any interested party hasn't entered into a repayment schedule with the Treasurer's office by then, the property will be foreclosed.

Since December of 2025, the Treasurer's office has conducted over a thousand Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. We are here to help and strongly encourage taxpayers to contact us before the tax foreclosure deadline if they have delinquent taxes for 2023 and/or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer

Thank you!

Robert Wittenberg
Oakland County Treasurer

MEMORANDUM

City Manager's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: 2026 Student Appointments to City Boards and Committees

INTRODUCTION:

Three eleventh grade students are being recommended by their high schools for appointment to City boards and committees for the 2026 calendar year. The students will receive agenda packets and will participate in all discussions, but will serve as non-voting members of the boards to which they are appointed.

BACKGROUND:

The student board representative program originated in 1996 when the City Commission approved a Birmingham Public Schools (BPS) plan to place student representatives on City boards and committees. This year's student representative cohort includes highly qualified eleventh graders who are residents of Birmingham and attend Seaholm, Cranbrook, and International Academy high schools.

Students applied for a board or committee position by submitting their application materials and letters of recommendation to the City Manager's Office to be matched with a board that aligned with their interests. The following appointments are recommended:

Student	**Board**
Claire Aikens	Historic District Commission / Design Review Board
Antonia Lawrence	Museum Board
Sienna Weinberg	Parks and Recreation Board

LEGAL REVIEW:

N/A

FISCAL IMPACT:

N/A

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:
Three qualified eleventh grade students have submitted applications for appointment as student representatives on City boards for consideration by the City Commission during the February 23, 2026 meeting.

ATTACHMENTS:
1. Claire Aikens Application
2. Antonia Lawrence Application
3. Sienna Weinberg Application

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to appoint the following students as non-voting student members for the calendar year 2026:

Claire Aikens	Historic District Commission / Design Review Board
Antonia Lawrence	Museum Board
Sienna Weinberg	Parks and Recreation Board

Claire Aikens

Birmingham, Michigan | [redacted] | [redacted]

Objective

I am a motivated 11th-grade student looking for an opportunity that will help me gain experience in fields related to historic preservation, architecture, design, and urban planning. I am especially interested in learning about the decision-making process that goes into the development of our town.

Education

Cranbrook Schools Bloomfield Hills, Michigan
Expected Graduation: June 2027

- Overall GPA: 3.91 unweighted, 4.17 weighted - 11th Grade GPA: 3.85 unweighted, 4.23 weighted
- Relevant Coursework: History of American Architecture, Foundations in Design (I, II, & III), Drawing, AP Physics; AP Calculus AB (Cranbrook); Portrait and Figure Drawing, Portfolio Preparation Classes (Birmingham Bloomfield Art Center); Portrait and Figure Drawing, Color Theory, and Architectural Drawing (College of Creative Studies)
- Honors/Awards: Honor Roll, Dean's List, AP World History, Novice Rowing Award, selected to be a Student Leader of Cranbrook's prestigious Wilderness Program.

Skills

- Technical Skills: Hand Drafting, Photoshop, Procreate
- Communication: Written and verbal communication skills, adept at designing presentations
- Teamwork & Collaboration
- Organizational skills
- Creative problem-solving skills

Relevant Work Experience

Founder and President, Cranbrook Architecture Club– Cranbrook Schools Bloomfield Hills, MI
March 2025-Present

- Recognized that a school with architecture and history as beautiful as Cranbrook did not have a student architecture club
- Began a petition to start a club, got faculty support, and successfully advocated for approval from student council
- Organize club objectives, promote and run meetings

Member, Teen Arts Board–BBAC (Birmingham-Bloomfield Arts Center) Birmingham, MI
November 2025-Present

- Assist with BBAC children's programming including helping children complete art projects in the BBAC tent at the Shain Park Winter Market and, in the future, at weekend workshops

Extracurricular Activities

Cranbrook Field Hockey
August 2022 – Present

- Played on the Junior Varsity team my freshman year
- Played on the Varsity, beginning my sophomore year to the present

Cranbrook Rowing
August 2022 – Present

- Rowed on the Novice boat my freshman year
- Rowed on the Varsity boat, beginning my sophomore year to the present

Cranbrook Wilderness Program
January 2024 – Present

- Participated in Cranbrook's hiking and camping program in the Tennessee mountains as a sophomore. (Some of the goals of this program include developing awareness, leaving one's comfort zone, being present, being inclusive, communicating, and learning to be grateful.)

- This year, I was chosen to be a student leader on the program. I attend leadership training every day after school for four months prior to the trip and will complete an extensive wilderness first aid training program.

Bridge the Divide
August 2022 – Present

- I participate in a group that works with community partners outside of Cranbrook (including public schools in Detroit) to do outreach and build relationships. We also build community within the school, planning school wide activities to connect people from different groups.

Apogee Adventure Camps, Alps Explorer Program
July 18 – August 3, 2025

- Participated in a challenging two and a half week backpacking and hiking trip starting Zermatt, Switzerland and covering the Tour du Mont Blanc route. I developed collaboration skills and appreciation for nature as I spent 17 days travelling the Alps with a group of other teens.

References

History of American Architecture teacher, Mrs. German

BIRMINGHAM
A WALKABLE CITY

Melissa Fairbairn <mfairbairn@bhamgov.org>

Interest in Position on Birmingham City Board

4 messages

Claire Aikens <[redacted]> Mon, Jan 26, 2026 at 11:05 PM
To: "mfairbairn@bhamgov.org" <mfairbairn@bhamgov.org>

Hello Ms. Fairbairn!

My name is Claire Aikens, and I am a junior at Cranbrook. I would like to apply for a student representative position on a Birmingham City Board. I am particularly interested in the historic district commission/design review board, the public art board, or the environmental sustainability committee.

I am the third generation to grow up in Birmingham in my family, and ever since I was little, I have been told stories of how the town looked when my grandparents and dad were young. It is important to me that our city is able to preserve its architecture, and I would love to get the opportunity to observe the changes of the city firsthand.

Additionally, I am potentially interested in exploring an architectural or urban path in college. My interest has grown over the past couple of years, and I have even started an architecture club at my school. Serving as a student representative would help me gain a better understanding of my potential career paths while learning how a community can be shaped.

Having grown up in Birmingham and watching it evolve, I believe I could offer a fresh and meaningful perspective on how the city could continue to improve. Thank you so much for your consideration, and I hope you are able to view the resume I have attached.

Have a good week!
Claire Aikens

Resume.docx

Claire Aikens
Cranbrook Kingswood
Class of 2027
[redacted]

CRANBROOK

ACADEMY OF ART
ART MUSEUM
BROOKSIDE LOWER SCHOOL
CRANBROOK KINGSWOOD MIDDLE SCHOOL
CRANBROOK KINGSWOOD UPPER SCHOOL
INSTITUTE OF SCIENCE

520 Lone Pine Road
Mail Correspondence to:
P O Box 801
Bloomfield Hills
Michigan 48303.0801
USA

Cranbrook Campus
Office 248 645. 3600
Fax 248 645. 3081

Kingswood Campus
Office 248 645. 3400
Fax 248 645. 3053

CRANBROOK
KINGSWOOD
UPPER SCHOOL

January 29, 2026

Dear Melissa Fairbairn,

I am writing this letter of recommendation on behalf of Claire Aikens who is applying for a student position within the City of Birmingham on one of the following: the Historic District Commission/Design Review Board, the Public Art Board, and the Environmental Sustainability Committee. I believe Claire would be a wonderful addition to any of these important committees.

I have had the pleasure of both teaching Claire and working with her outside of class as her advisor to a student club here at Cranbrook Kingswood Upper School. Last semester Claire was student in my History of American Architecture course, where she excelled. She was a key contributor to our daily discussions and was quick to share her thoughts and observations with us as we studied the earliest examples of architecture in America. Her maturity and work ethic were evident across all the work she submitted. Her video submission for the city of Seattle in our study of the changing American skylines was outstanding- one of the best examples of this project I've had in the five years I've been teaching this course.

Her passion for architecture has also led her to establish an extracurricular club here for students who share her interest in architecture. I serve as the faculty advisor to this new club and remain happy to support her interest and that of other students. She serves as the President of this new club, and thanks to her leadership we not only have held several meetings, but we also explored historic documents connected to our schools in the Archives on campus and are working on finalizing plans for a tour of one of our historic buildings. It is her work that has created these new opportunities for other students to learn more about their school and the local community, and I know she could contribute in a similar manner to the work happening in Birmingham.

With my full support I share this letter on behalf of Claire,

Pamela German
pgerman@cranbrook.edu
248-231-8658 (cell)

Antonia Lawrence
Highschool Student

[redacted]

EDUCATION

Middle School — **Birmingham, MI**
2020-2023

Highschool — **Bloomfield Hills, MI**
International Bacchaleuriate, Diploma Program at the International Academy — **2023-Present**

EXPERIENCE

- Board Member of Spanish Language Culture Club
- German After School Classes
- After School Piano Lessons
- Chess Club Social Media Manager
- Volunteering at a Cat Shelter every week
- Spanish Classes in School
- Exchange Program to Argentina
- Volunteer Football Referee for School
- International Music Tour with Band as Clarinet

SKILLS

- German B1 Language Certificate (C1 Pending)
- Social Media Skills, Managing and Advertising
- Spanish Language Skills
- Football Referee Skills
- Fashion Design / Sewing
- Clarinet
- Film Editing

AWARDS / CERTIFICATIONS

- 3rd place in my German School Presentation Competition
- 4th Place in my German School Debate
- 2nd Place in Chess Competition

PROJECTS

- Sewing 2 Pairs of Pants
- Short Film Raising Awareness about stray dogs
- Researched the effect of dynamite and other explosives on soil quality

Antonia Lawrence
[redacted], Birmingham Mi - [redacted]

Dear Birmingham City Commissioners,

I used to not like History. It was boring for me and I figured why dwell on the past and learn about what happened or about how people lived hundreds of years ago. Museums were the worst too. My mom would always take me to different museums like the Henry Ford Museum to look at old things and as a child I thought that that was just about the most boring thing that ever existed. I don't really know when or why but one day I started to not hate history as much. It was no longer boring but rather something interesting. Old tools weren't boring but instead offered an insight into the lives of people from long ago, but even these people were no longer people, they were my ancestors. I realized that for my family 200 years ago, having a plow or not meant the difference between life and death and that I should study their lives so that I could recognize patterns on my own. I realized what Mark Twain realized over 150 years ago, which is that the present mirrors or rhymes with the past, and through recognizing this we can avoid making the same mistakes in the future.

From then on I've loved history, because it is a reflection of its own past, the present and the future. Museums are not just buildings with old things in them but Oases of knowledge and insight where anyone can look through a window into the past and see it for themselves and interpret it in their own way. This is why I would like to be a student representative on the Museum board of Birmingham. I want to help people see history and be able to connect with it instead of just treating it as something that they had to take in school. I want to help other people realize what I did, help other people understand the need for history and help other people fall in love with it, like I did. I will work to make the museum engaging and interesting for all members of our community as well as promote attendance and help organize special events. I will represent the students and youth of Birmingham to make sure their voices are heard when we make decisions.

Together we can build a better Birmingham

Antonia Lawrence

International Academy
1020 E.Square Lake Rd
Bloomfield Hills, MI 48304
Phone: 248-341-5900
www.iatoday.org

"One of America's Top Ranking High Schools"
Newsweek
Ranked Among Top High Schools in the United States
U.S. News and World Report
Best Public High School in Michigan
Niche

February 13, 2026

To Whom It May Concern,

I have had the privilege of knowing Antonia Sophie Lawrence over several academic years as a highly engaged and motivated student in our challenging International Baccalaureate (IB) Middle Years (MYP) and Diploma (DP) Programs. Serving as both her teacher and DP History Internal Assessment mentor, I am eager to highlight Ms. Lawrence's academic and personal strengths.

Antonia has thrived in a culture of thinking at our school, the International Academy, recognized by *Newsweek* and *US News and World Report* as one of the leading schools in the United States. Our classrooms bring together students from over sixty nations, including Antonia's maternal Germany. Her intellectual and empathetic growth has been remarkable during her three years here. This year, as a junior, she is critically examining the emergence of authoritarian states in Europe during the Inter-War Years (1919-1939), engaging deeply with historical interpretations of World War One's impact on Italy and Germany. Antonia's analysis of the rise of fascism and Nazism showcases her ability to synthesize orthodox and revisionist views. She will also be exploring political instability in China with a balanced perspective on Japanese expansion in East Asia (1931-1941). These empathy-driven explorations prepare her to find win/win solutions in personal and global contexts.

Antonia is a student any history teacher would treasure. She approaches history not just as a requirement but as a passion, showing great discipline and enthusiasm. In her IB MYP Honors World and American Studies classes, she has honed her analytical skills to draw well-rounded conclusions and articulate clear theses. Currently, she is excelling in her IB-DP History Internal Assessment, a 2,200-word investigation. Antonia is adeptly using scholarly sources to explore the extent to which the Socialist Unity Party of [East] Germany (SED) paralleled Nazi propaganda. Her research and consideration of various historiographical perspectives demonstrate her maturity as both a researcher and writer.

Beyond academics, Antonia is an exceptional young woman—vibrant, outgoing, thoughtful, kind, and mature. She stands against injustice and is well-liked by both staff and peers. As a Freshman, she even taught herself Dutch, knowing my heritage, simply out of curiosity. Her presence is a true asset to any classroom, including my own.

I enthusiastically recommend Antonia for the Birmingham Museum Board as a Student Representative. Antonia S. Lawrence would be a tremendous asset to any program.

Sincerely,

Marc T. ~~de~~ Zwaan
MYP World Studies & DP History Teacher

Head of School: Lynne Gibson; Associate Principal: Anthony DeGrazia; Principals: Patrick Griffin, Ryan Parrott; Associate Principal: Gaby Naus; IB Coordinator: Joanne Juco; Counselors: Whitney Bernstein, Kristin Hanson, Caylan Healy, Alexandria Phelps, and Brigid Piagentini

City of Birmingham

Student Board Representative Application 2026

Name: Sienna Weinberg Grade: 11th Age: 16

Address: [redacted]

Zip Code: 48009 Email: [redacted]

Telephone: [redacted] School: Seaholm High school

On the attached listing of city boards and commissions, please rank your order of preference for appointment from 1 to 3 (1 being the highest and 3 being the lowest)

1. Park and recreation board

2. Environmental sustainability committee

3. Design Review Board/ Historic district commission

What school activities and/or classes have you participated in which would qualify you to sit on the board or commission which you have chosen?

Over the course of school, I have taken a variety of classes that focus on skills such as teamwork, leadership, and problem solving, and I've participated in many school activities such as national honors society and interact club that highlight collaboration and community involvement. These experiences will help me to contribute new ideas to the board!

Please list your involvement in non-school activities:

Friendship circle volunteer, JARC member, support for supplies non-profit board member, and YIFTI member.

What personal skills and characteristics do you possess that would make you a good representative?

I am extremely organized and love to be on top of things which I think would be really helpful. I also thoroughly enjoy helping out and doing things for the community!

How would you be able to schedule your time to function effectively as a student representative?

To function my time effectively as a student representative, I would be super organized and consistent about my responsibilities. I would plan out times when I can work on what I have to do for the committee and make sure I do my part.

Would you be interested in being considered for any other boards if you are not selected for any of your top three choices?

Yes!

Parent(s) Permission:

I give my permission for my son/daughter to seek the position of a representative to a city board or commission.

David Weinberg **2/1/26**

Parent(s) Signature(s) **Date**

Include an essay (typed) to convince the selection committee that you should be chosen as a student representative to a board or commission. If selected, your essay will be a part of your introduction to your board or commission

My essay:

Dear selection committee,

I am honored and so excited to be applying for this position of the student representative on the Birmingham Board. I truly believe that I can serve extremely well in this role due to my want to help out others, strong organizational skills and dedication to making a positive impact.

As a high school student and an active member of my community I understand that choices that one person makes, may have impacts on many people, even whole cities. I am committed to listening to others and making choices that would help everyone rather than just a small number of people. I believe by Birmingham including and listening to youth perspectives it strengthens our community even more by hearing out everyone's voices.

I have always been extremely passionate about helping others and making positive impacts and I would love to be able to add on to that here! I hope to engage with my peers and the community, while also upholding my responsibilities. Even though as a highschool student there is a lot going on, I love any opportunity to help the community. I have a very positive attitude and truly believe that hard work can make any goal a reality and try my best to lead with that perspective.

If chosen, I will approach my role with energy, curiosity, and a true interest in helping our city become even better. I want to collaborate with board members and residents to make a positive impact and ensure that all voices are heard and take part in shaping our community.

Thank you for considering my application. I would be honored to serve as a student representative and bring new ideas and perspectives to the Birmingham Board.

Sincerely,
Sienna Weinberg

Seaholm High School

2436 West Lincoln Street, Birmingham, MI 48009 •
248.203.3700 • Fax: 248.203.3706• Birmingham.k12.mi.us

February 10, 2026

To the Selection Committee,

I am pleased to recommend Seinna Weinburg for the position of Student Representative position, highlighting her dedication and thoughtful leadership observed over a year as her AP Biology teacher at Seaholm High School.

Seinna is one of the most dedicated students I have taught. She regularly arrives early for extra review before assessments, comes prepared with focused questions, and uses feedback to improve her work. Her academic diligence demonstrates her commitment and persistence, essential traits for representing her peers effectively.

Equally notable is Seinna's care for others. She notices classmates who are struggling and offers patient, respectful help. Her empathy and initiative make her a natural peer mentor and reliable collaborator, qualities that will foster a supportive student environment.

Seinna's strong work ethic, effective communication, and genuine concern for peers will serve her well as a Student Representative. I recommend her for this role with confidence. Please contact me if you need further information.

Sincerely,
Allyson Holloway

City Commission Workshop Minutes
Monday, February 9, 2026 - 5:30 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1163376454

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss P3 Projects.

1. Call To Order
Clinton Baller, Mayor

2. Roll Call
City Clerk Bingham called the roll.

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

Absent: None

Staff: City Manager Ecker; Birmingham Shopping District Director Bassett, City Clerk Bingham, Assistant City Manager Clemence, Planning Director Dupuis, City Attorney Kucharek

3. Presentation and Commission Discussion

A. Presentation

Doug Smith and Kristin Mixon of Plante Moran Realpoint presented the item. Mr. Smith, Ms. Mixon, and staff answered questions.

B. City Commission Discussion and Comment

Commissioners discussed the following regarding the item:

- P3s can result in a lack of land costs for developers, which can create a fair amount of opportunity.
- The City would always expect to derive public benefit from any public-private partnership

(P3) project.

- The Commission is interested in Plante Moran Realpoint being responsive to Commission direction regarding potential P3s.
- There was some preference expressed that the Commission be made aware of any incoming P3 proposals as they are received by the City administration.
- P3 proposals would be made public at the appropriate time.
- P3 proposals broached with individual Commissioners would be referred to the City for further evaluation.
- The approach methodology graphic provided by the Plante Moran Realpoint (PMR) team was helpful and clear.
- Developers interested in working with municipalities generally understand that their P3 proposals might become subject to publication and competition through an RFP process.
- Adding that the project would have to be evaluated for a possible RFP as part of step three would be appropriate.
- The approach methodology graphic could be provided to any potential P3 partner to illustrate the City's P3 evaluation process.
- While not every partner might work with the City long-term, every project should be expected to yield more benefits than drawbacks over the long-term.
- PMR was hired to use its expertise to guide the City through this process. It might be appropriate for the Commissioners to accept the recommended process and criteria to start, with the understanding that changes could be made as appropriate during the course of the collaboration between the City and PMR.
- PMR was hired to protect the City's interests in any potential P3 projects and to help evaluate P3 projects being proposed by developers.
- The North Old Woodward parking deck property might benefit from redevelopment via a P3.
- In addition to working with PMR to respond to proposals initiated by external parties, there may also be Commission interest in working with PMR to broadly solicit proposals and/or to specifically solicit proposals for certain properties.
- It is likely that many of the parties interested in collaborating with the City already have ideas for potential collaboration or have approached the City with proposals. This is a formalization of that process.
- Some of the benefits of broader calls for proposals could include the raising of novel ideas and broader opportunities for partnerships.

4. Public Comment

David Bloom commented regarding a potential P3 project evaluation process, parking demands stemming from P3s, and considering a P3 for the Community House.

5. Adjourn

The Commission motioned to adjourn at 6:53 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City Commission Minutes
Monday, February 9, 2026 - 5:30 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1163376454

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

City Clerk Bingham called the roll.

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

Absent: None

Staff: City Manager Ecker; Birmingham Shopping District Director Bassett, City Clerk Bingham, Assistant City Manager Clemence, Planning Director Dupuis, City Attorney Kucharek, Police Captain Wald

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

APPOINTMENTS

02-019-26 Ethics Board

Tim Bradley was interviewed for the appointment.

MOTION: Motion by Host:
To nominate Tim Bradley as an alternate member to the Ethics Board to serve the remainder of a three-year term to expire June 30, 2026.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

02-020-26 Environmental Sustainability Committee

In Sara Rubino's absence, it was noted that she would be a reappointment.

MOTION: Motion by Long:
To appoint Sara Rubino as a regular member to the Environmental Sustainability Committee (ESC) to serve a three-year term to expire February 1, 2029.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

02-021-26 Environmental Sustainability Committee

Trenton Chapman was interviewed for the appointment.

MOTION: Motion by Host:
To appoint Trenton Chapman as a regular member to the Environmental Sustainability Committee (ESC) to serve a three-year term to expire February 1, 2029.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

02-022-26 Environmental Sustainability Committee

Guy Simons was interviewed for the appointment.

MOTION: Motion by Haig:
To appoint Guy Simons as an alternate member to the Environmental Sustainability Committee (ESC) to serve a three-year term to expire February 1, 2029.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

02-023-26 Board of Zoning Appeals

In Susan Shacket's absence, it was noted that she would be a reappointment.

MOTION: Motion by Longe:
To appoint Susan Shacket as an alternate member to the Board of Zoning Appeals to serve a three-year term to expire February 18, 2029.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

02-024-26 Wayfinding and Branding

MOTION: Motion by Longe, seconded by Haig:
To concur with the City Manager's appointments.

VOICE VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None
Recused: None

CC Bingham swore in the present appointees.

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

Mike Clift commented regarding a potential partnership between the Birmingham Blue Dolphins and the City to maintain operations of the pool at 400 E. Lincoln.

Michelle Areeda commented regarding an upcoming resident meeting for Oak Avenue, which was scheduled to be held February 12, 2026, and upcoming public hearings for the same project, which were scheduled to be held February 23, 2026, and March 9, 2026.

5. CONSENT AGENDA

02-025-26 Consent Agenda

MOTION: Motion by Long, seconded by Haig:
To move the consent agenda including Items A through F on the agenda as written.

ROLL CALL VOTE
Ayes: Long, Longe, Baller, Host, Kozlowski, Kolb, Haig
Nays: None

Recused: None

A. Resolution to approve the Long Range Planning City Commission meeting minutes of January 24, 2026.

B. Resolution to approve the regular City Commission regular meeting minutes of January 26, 2026.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 28, 2026, in the amount of $3,387,544.68.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated February 04, 2026, in the amount of $700,923.50.

E. Resolution to set the Public Hearing of Necessity for the replacement and improvements of sewer and water laterals meeting the requirements of assessments, for all properties within the project area on Bird Avenue from Grant Street to Cummings Avenue on Monday, March 9, 2026, at 7:00 p.m.; and

   If necessity is determined on March 9, 2026, to meet on Monday, March 23, 2026, at 7:00 p.m., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvements of sewer and water laterals meeting the requirements for the assessments, for all properties with the project area on Bird Avenue from Grant Street to Cummings Avenue.

F. Resolution to enter into a new agreement with Oakland County for the use and operation of a new public safety radio system, and terminate the existing radio agreement. In addition, authorize the mayor to sign the new agreement on behalf of the City.

6. CITY MANAGER'S REPORT

None.

7. UNFINISHED BUSINESS

02-026-26 Bistro Application for Snap Taco

PD Dupuis presented the item. Staff and a representative for Snap Taco answered questions.

Commissioners discussed the following regarding the item:

- The visual presentation was created by the applicant and not by the City.
- The Commission would not be considering a dining platform in a parking space as an outdoor dining option.
- Option B would require that individuals using the seven parking spaces next to the outdoor dining and planters would have to walk in the drivelane before accessing the sidewalk,

which was not a safe condition. In addition, the proposal does not create a straight pedestrian clear path between Snap Taco and adjacent businesses, and creates business-related cross-traffic between the outdoor dining and the restaurant entrance, both of which may be difficult for pedestrians to navigate.
- While Option C does not increase seating, a liquor license would likely increase revenue enough to make the business viable.
- Option C is technically sufficient to meet the bistro requirements.
- Modifying Option B to reduce the square footage of the outdoor dining might address the concern about individuals having to walk in the drivelane.
- While business-related cross-traffic between the restaurant and outdoor dining may not be optimal, the condition exists elsewhere in the City.

MOTION: Motion by Long, seconded by Longe:
To move forward with the bistro applications for Snap Taco and permit the bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

VOICE VOTE
Ayes: Long, Kolb, Kozlowski, Baller, Haig, Host, Longe
Nays: None

8. NEW BUSINESS

02-027-26 2025 Liquor License Establishment Review and Consideration for 2026 License Renewal

CC Bingham presented the item and staff answered questions.

Kelly Allen, attorney, spoke on behalf of 220 Merrill.

Commissioners discussed the following regarding the item:
- 220 Merrill had a treasury violation that was resolved earlier on February 9, 2026.
- 220 Merrill has been on past years' lists for violations and the violations this year involved patrons' violent activity.
- 220 Merrill is a larger establishment than some other establishments, meaning there are more opportunities for issues to arise.
- If 220 Merrill is returned for a public hearing, a ten-year history of their Liquor License Establishment Reviews and any violations should be provided by staff.
- It was concerning to hear from Birmingham Police that staff at the Rose Room, which is a part of 220 Merrill, do not cooperate with the police.
- While Ms. Allen indicated that the owner of 220 Merrill intends to be cooperative, the police are not receiving cooperation from 220 Merrill's staff. This contradiction needs to be reconciled.
- The Rose Room has presented challenges for some time.

MOTION: Motion by Long, seconded by Kolb:
To approve the renewal of liquor licenses for the 2026 licensing period for the following establishments holding a Class B, Class C, or Microbrewery Liquor License that are in compliance with Chapter 10, Alcoholic Liquors of the City Code:

Adachi	All Seasons	Bella Piatti, LLC	Casa Pernoi
Bell Bistro	Bistro Joe's	Brooklyn Pizza	Birmingham Sushi Cafe
Birmingham Pub	Birmingham 8	eFiore	Elies Mediterranean
Big Rock Italian	Community House	Dick O'Dows	Forest Grill
Chophouse	Emagine Palladium	Fleming's	La Strada
Churchills Bistro	Hazel Ravines	Hyde Park	Phoenicia
Employee Meal	Restoration Hardware	Market North End	Streetside Seafood
Griffin Claw	Luxe Bar and Grille	Springdale	Terra Kitchen
Lincoln Hills	Lincoln Yard	Daxton Hotel	Whistlestop
Salvatore Scallopini	Tallulah	Townsend Hotel	Zana
Toast	Social Kitchen	Townhouse	
Wilder's			

And

To make a motion adopting a resolution to set public hearings on Monday, March 9, 2026, to consider whether the City Commission shall file objections with the Michigan Liquor Control Commission for the renewal of licenses held by the following establishments that are in violation of Chapter 10, Alcoholic Liquors of the City Code:

220 Merrill and Sidecar/Slice/Shift

Further, to direct the City Clerk to notify the owners and operators of licensed establishments for which a public hearing is set via first-class certified mail, to inform them of the public hearing date set for March 9, 2026, at 7:00 p.m. and inform them that they may submit any written material for consideration by the City Commission prior to or at the time of the public hearing, that the licensee or counsel of licensee may appear at the hearing in person or via zoom, and that the licensee or counsel of licensee may present witnesses or written evidence for the City Commission to consider at the public hearing.

Public Comment
Kelly Allen, attorney, opposed the motion and spoke on behalf of Sidecar/Slice/Shift.

Commissioners discussed the following regarding the item:

- Zana previously had challenges with patrons on occasion. This year they were renewed without issue. Ownership of 220 Merrill and/or Sidecar/Slice/Shift might be able to consult with Zana ownership to learn what operational changes were most beneficial.
- Ownership of 220 Merrill and/or Sidecar/Slice/Shift have the opportunity to attend the public hearings on March 9, 2026.

ROLL CALL VOTE
Ayes: Haig, Host, Kolb, Long, Kozlowski, Baller, Longe
Nays: None
Recused: None

02-028-26 Public Hearing - 298 S. Old Woodward - Daxton - Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 8:08 p.m.

PD Dupuis presented the item. Robert Carmack spoke on behalf of the Daxton.

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

Staff answered questions.

Commissioners discussed the following regarding the item:

- While Mr. Carmack said that Daxton deliveries are now occurring in the Daxton's lower level, delivery vans still seem to be parking in the N. Old Woodward left turn lane.
- In this plan, delivery vans would not be stopping on N. Old Woodward in order to enter the Daxton's lower level.
- The Daxton is not presently using the loading dock. There is no reason to presume that approving this proposal would increase the number of deliveries to the Daxton. Approving this proposal may decrease the number of deliveries to the Daxton.

Commissioners Long and Longe made, seconded, and withdrew the following motion: To approve the Special Land Use Permit Amendment, Final Site Plan & Design Review for 298 S. Old Woodward, to permit the modification of the existing required off-street loading facility to make room for new in-house laundry facilities and a new trash compactor, and to add to my motion that we add a condition that they put in their contracts with event vendors that they also use smaller vehicles that can take advantage of your underground loading dock and elevators to further alleviate the use of that middle lane, and that we review this in 12 months for complaints.

Commissioners discussed the following regarding the motion:

- As many deliveries to the Daxton as possible should occur via vans instead of larger trucks. It would likely also be appropriate to review this in 12 months.
- When Old Woodward was redesigned, the center lane was designed to be used for occasional, short-term deliveries as well as turns.
- The Daxton could discourage event vendors from delivering via large trucks in the center lane.
- Staff was correct that it would be more appropriate to adjourn the item so that the language of the conditions could be clarified.

MOTION: Motion by Long, seconded by Longe:
To postpone this matter to the next City Commission meeting on February 23rd.

VOICE VOTE
Ayes: Haig, Host, Kolb, Long, Kozlowski, Baller, Longe
Nays: None
Recused: None

02-029-26 Public Hearing - 239 N. Old Woodward - Besos - Special Land Use Permit Amendment

The Mayor opened the public hearing at 8:26 p.m.

PD Dupuis presented the item. Kelly Allen, attorney, spoke on behalf of Besos.

Seeing no public comment, the Mayor closed the public hearing at 8:28 p.m.

MOTION: Motion by Long, seconded by Host:
To approve the Special Land Use Permit Amendment for 239 N. Old Woodward to update the Special Land Use Permit with the new establishment name, Besos.

VOICE VOTE
Ayes: Haig, Host, Kolb, Long, Kozlowski, Baller, Longe
Nays: None
Recused: None

Commission Items for Future Discussion

None.

Commission discussion on items from a prior meeting

None.

02-030-26 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

MOTION: Motion by Kozlowski, seconded by Long:
To meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

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

Nays: None
Recused: Haig

The Commission entered into closed session at 8:33 p.m. and returned from closed session at 9:54 p.m.

The Mayor delivered the following statement subsequent to the return from closed session:

> We just emerged from a closed session for an attorney-client privileged discussion of the City of Birmingham versus the Community House Association, which is the city's lawsuit, seeking to halt the sale of the Community House and enforce the deed restrictions and uses that the original owners placed on the property. I want to give the community an update.
>
> Last week, City officials and members of our legal team met with the CEO and legal counsel of the prospective buyer. The City had presented in advance what it believes necessary for compliance with the deed restrictions and to protect the community's interest in the Community House. Essentially, a rough draft of the City's vision for what the Community House should be under any ownership.
>
> The buyer gave us some insight into what it envisions for use of the building at 380 S. Bates Street. As a result of the discussion, we all feel confident in saying that all of the participants on both sides would agree that while there was some overlap between the two visions, much more discussion and movement would be necessary for all to feel comfortably aligned. In the meantime, we intend to pursue our case in court, again to ensure that any future use of the property complies with the deed restrictions that the original owners placed on the property.
>
> On the legal front, as has been reported, earlier this year the Community House filed a motion to dismiss the City's case and sought to have that motion heard on an expedited basis. The court denied that request and sanctioned the Community House for failing to comply with court rules. The City and the Community House have agreed on the amount of the sanction and upon payment of the same that will resolve that issue. The parties also met with the court on Friday and the judge advised that he will soon be entering a schedule for the progression of the City's lawsuit and advised the parties that the Community House's motion to dismiss will not be heard until sometime after June of this year.
>
> In the meantime, while we continue to seek a possible resolution, the City will continue to pursue its case to ensure that the deed restrictions and use restrictions are complied with. The City will begin the process of seeking documents and information from the Community House about its past and current plans and actions that led to the current situation.
>
> We want to reiterate that the City believes it has acted in good faith since the announcement of a potential sale. With our lawsuit, again, we are seeking to protect the community's undeniable interest in the building and ensure that the deed restrictions and use restrictions placed on the property by the prior owner are complied with.

We believe the deed and founding documents are clear. They are intended to provide a City of 4.8 square miles with a physical community center in perpetuity to serve its civic, social, and philanthropic needs of all the City's residents.

To review our good faith efforts, we have made numerous offers to sit down with the Community House with or without attorneys present. We have offered to assume the organization's obligations. In addition, we have stated that if the City were to obtain control of the building, we would work to minimize disruption to the early childhood center and to scheduled events in the banquet facilities.

In response to these efforts, we were told to submit a purchase offer, and when we requested access to tour the building in order to evaluate it and make that offer, that request was denied. Further progress requires cooperation from the Community House management and board.

To those in the community seeing win-win, or win-win-win solutions, we say this: that is not our goal. Our focus is singular. It is not the City's role to help the Community House Association form its new foundation. It is not our role to assist a buyer in acquiring a piece of property unless that buyer is able to fulfill and follow the deed restrictions, which are a legally mandated mission that was placed on the property by the prior owners before they donated the property.

The City and the City Commission want to ensure that they preserve a 100-year-old institution that belongs to the community and must remain as its founders intended: as a home for the social, civic, and philanthropic activity in the City of Birmingham.

The City's position is that direct negotiations are the most effective way to resolve the current litigation. Those negotiations have not occurred.

One more thing to date: The City has limited its public statements and relied primarily on its legal filings, but we are committed to communicating thoughtfully with residents while remaining respectful of the court process and the parties involved.

Thank you.

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communications regarding snow plowing
B. Communications regarding the YMCA
C. Communications regarding the Community House
D. Communication from Brad Host
E. Communication from Maddie regarding Ice Cream

11. REPORTS

A. Commissioner Reports
    i. Notice of Intention to Appoint to the Architecture Review Committee

ii. Notice of Intention to Appoint to the Planning Board
iii. Notice of Intention to Appoint to the Parks and Recreation Board

B. Commissioner Comments

Commissioner Host confirmed that the YMCA would be willing to expand the summer children's program to include more interested families if the YMCA had access to more outdoor space.

Mayor Baller expressed support and recommended that the YMCA contact the City Manager to discuss further.

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

12. ADJOURN

The Commission motioned to adjourn at 10:05 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 02/11/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
307830	*	010186	JULIA LEAVY	1,143.67
307832	*	005705	4IMPRINT, INC	1,009.10
307833		007266	AETNA BEHAVIORAL HEALTH LLC	579.09
307834	*	009507	AIR HANDLERS SERVICE CORP.	792.50
307835		006324	ALTA CONSTRUCTION EQUIPMENT LLC	1,190.12
307838		BDREFUND	AVER SIGN COMPANY	300.00
307840		007540	BIO SYSTEMS, INC.	1,345.00
307842		003526	BOUND TREE MEDICAL, LLC	488.76
307843		009078	CANON SOLUTIONS AMERICA INC	313.07
307843	*	009078	CANON SOLUTIONS AMERICA INC	2,255.21
307844		009562	EGLE	3,000.00
307845	*	000444	CDW GOVERNMENT INC	596.88
307847		010183	CITY OF PLYMOUTH	1,271.25
307848		009167	COL'S FAMILY RESTAURANT	312.20
307849		BLREFUND	COMMONWEALTH CAFE	570.00
307850	*	009145	CREATIVE COLLABORATIONS	3,800.00
307851	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	11.00
307852	*	009207	D'ANGELO BROTHERS INC	11,928.00
307853		000233	DEAN SELLERS	729.16
307854		MISC	DORSEY COLLEGE - EMS/AHA	98.00
307855	*	000179	DTE ENERGY	261.53
307856	*	000179	DTE ENERGY	32.66
307857	*	000179	DTE ENERGY	1,198.67
307858	*	000179	DTE ENERGY	102.96
307859	*	000179	DTE ENERGY	570.84
307860	*	000179	DTE ENERGY	182.99
307861	*	000179	DTE ENERGY	2,798.13
307862	*	000179	DTE ENERGY	234.84
307863	*	000179	DTE ENERGY	2,928.12
307864	*	000179	DTE ENERGY	107.19
307865		BDREFUND	FASTSIGNS-BIRMINGHAM	200.00
307866	*	000936	FEDEX	35.58
307867		BDREFUND	FINISHED BASEMENTS PLUS LLC	300.00
307868		BDREFUND	FORTUNA CONSTRUCTION	200.00
307869		007212	FOSTER BLUE WATER OIL	293.47
307870	*	010073	FRESCO COMMERICAL CLEANING	720.00
307871		BDREFUND	FULLER CENTRAL PARK PROPTS	100.00
307872	*	000245	GREAT LAKES POPCORN CO	365.75
307873		BDREFUND	HEWSON HOMES LLC	300.00
307874		BDREFUND	HM HOMES LLC	1,000.00
307875		BDREFUND	HM HOMES LLC	26,000.00
307876	*	001956	HOME DEPOT CREDIT SERVICES	724.61

City of Birmingham
Warrant List Dated 02/11/2026

Check Number	Early Release	Vendor #	Vendor	Amount
307878		BDREFUND	HOUSE, CHRISTOPHER	750.00
307879	*	009563	HOWIES HOCKEY INC	673.72
307881		000342	INTERSTATE BATTERIES OF SE MICH	537.56
307882		006521	INTERSTATE BILLING SERVICE INC	978.94
307883		BDREFUND	IRP CONSTRUCTION	500.00
307884		BDREFUND	JEFF ABOUD	100.00
307886	*	004088	KGM DISTRIBUTORS INC	651.00
307888	*	000362	KROGER COMPANY	31.94
307889	*	010184	THE ENCHANTEDPRINCESS PARTY COMPANY	950.00
307890		010013	LAW OFFICE OF ZENA ISSHAK, PPLC	1,497.60
307893		BDREFUND	LYNCH CUSTOM HOMES	2,500.00
307894		BDREFUND	MARCELLO VITALE	100.00
307895	*	000888	MCKENNA ASSOCIATES INC	49,859.57
307896		009351	MERRITT CIESLAK DESIGN PLC	12,000.00
307897		BDREFUND	METRO DETROIT SIGNS INC	300.00
307900		BDREFUND	MOORE DEVELOPMENT GROUP LLC	2,825.00
307901	*	008160	MPARKS	1,200.00
307903	*	004827	NICK'S MAINTENANCE SERVICE	15,180.00
307904	*	000477	OAKLAND COUNTY	563,680.42
307905	*	009478	ODP BUSINESS SOLUTIONS, LLC	170.56
307906		BDREFUND	PHILLIPS SIGN & LIGHTING INC	200.00
307907	*	001883	PIONEER DOOR COMPANY INC	185.00
307909	*	009614	PROGRESSIVE PLUMBING SUPPLY CO	334.35
307910	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
307911		BDREFUND	RENEWAL BY ANDERSEN	500.00
307912		BDREFUND	SALIENT SIGN STUDIO	100.00
307913	*	002806	SAM'S CLUB/SYNCHRONY BANK	888.05
307914		BDREFUND	SAROKI ARCHITECTURE	200.00
307915		BDREFUND	SIGN EMPORIUM	100.00
307916		BDREFUND	SIGN-A-RAMA	600.00
307917	*	009009	SIGNATURE CLEANING LLC	1,775.00
307918		BDREFUND	SIGNGRAPHIX, INC.	300.00
307919		BDREFUND	SIGNS & MORE	300.00
307920	*	008073	SITEONE LANDSCAPE SUPPLY, INC	1,269.22
307923		BDREFUND	TF HOMES LLC	2,000.00
307924		BDREFUND	Thomas Edmund Wooderson	300.00
307926	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	630.00
307927	*	000158	VERIZON WIRELESS	1,143.89
307928	*	000158	VERIZON WIRELESS	76.02
307929	*	004497	WATERFORD REGIONAL FIRE DEPT.	175.00
307931		000299	WEINGARTZ SUPPLY CO.	353.94
307932		005112	WOLVERINE FREIGHTLINER-EASTSIDE INC	750.78
			SUBTOTAL PAPER CHECK	$737,096.76

City of Birmingham
Warrant List Dated 02/11/2026

Check Number	Early Release	Vendor #	Vendor	Amount
ACH TRANSACTION				
15143		009609	BALIAN LEGAL, PLC	2,688.00
15144	*	009387	FRAIBERG & PERNIE PLLC	10,845.10
15145	*	010153	FRAIBERG, MATTHEW	2,688.00
15147	*	003946	ARAMARK	110.83
15149	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	1,447,949.26
15150	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
15151	*	009326	CAPFINANCIAL PARTNERS, LLC	7,956.75
15153	*	009122	CLAIRE CHUNG	512.50
15154	*	007835	SARAH CHUNG	500.00
15155		000605	CINTAS CORPORATION	272.98
15156		000605	CINTAS CORPORATION	46.33
15157	*	000605	CINTAS CORPORATION	198.36
15158	*	009246	CITY OF BIRMINGHAM #243	1,022.17
15159	*	009435	CITY OF BIRMINGHAM #252	24,527.06
15160	*	008044	CLUB PROPHET	594.00
15161		002668	CONTRACTORS CLOTHING CO	166.46
15162	*	009918	DAN'S EXCAVATING, INC.	543,641.98
15163	*	009557	ZECO, LLC	330.00
15164	*	000565	DORNBOS SIGN & SAFETY INC	1,367.41
15165	*	001077	DUNCAN PARKING TECH INC	10,641.35
15166	*	007538	EGANIX, INC.	960.00
15167	*	009851	EMINENT EXCAVATING LLC	610,375.00
15168		009916	FASTFIELD, INC.	100.74
15169	*	007807	G2 CONSULTING GROUP LLC	3,371.00
15170	*	004604	GORDON FOOD	80.50
15171	*	000243	GRAINGER	2,343.35
15172	*	001672	HAYES PRECISION INC	155.00
15173		000331	HUBBELL ROTH & CLARK INC	2,303.95
15174		000948	HYDROCORP	11,393.00
15175		000261	J.H. HART URBAN FORESTRY	55,745.34
15176	*	002576	JAX KAR WASH	444.00
15178	*	003458	JOE'S AUTO PARTS, INC.	1,967.83
15179	*	004085	KONE INC	1,417.23
15180		002438	LAIRD PLASTICS INC	836.70
15181	*	005550	LEE & ASSOCIATES CO., INC.	1,411.50
15183		009663	MACQUEEN EQUIPMENT, LLC	4,581.23
15184	*	008269	MES SERVICE COMPANY, LLC	396.17
15187	*	009276	NEWTONS SOLUTIONS LLC	600.00
15188		001864	NOWAK & FRAUS ENGINEERS	41,305.00
15189	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	616,443.69
15190	*	002767	OSCAR W. LARSON CO.	326.72
15191	*	009827	PARKER TECHNOLOGY, LLC	4,265.38

City of Birmingham
Warrant List Dated 02/11/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15192	*	001753	PEPSI COLA	356.97
15193	*	009666	RAM CONSTRUCTION SERVICES OF MICHIG	158,810.36
15194	*	000478	ROAD COMM FOR OAKLAND CO	2,570.55
15195	*	001181	ROSE PEST SOLUTIONS	48.00
15196		006832	SAFEWARE INC.	1,743.17
15198		000254	SOCRRA	91,020.00
15199	*	001097	SOCWA	169,242.01
15200	*	004887	TRUCK & TRAILER SPECIALTIES INC	1,467.04
15201	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,860.50
			SUBTOTAL ACH TRANSACTION	$3,844,118.97
			GRAND TOTAL	$4,581,215.73

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

Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 02/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
307934	*	005430	21ST CENTURY MEDIA- MICHIGAN	859.48
307935		007266	AETNA BEHAVIORAL HEALTH LLC	579.09
307936		001000	ALLIED INC	443.10
307937		000167	ANDERSON ECKSTEIN WESTRICK INC	918.00
307938	*	006759	AT&T	95.00
307939	*	006759	AT&T	176.86
307940	*	006759	AT&T	116.23
307941	*	006759	AT&T	134.78
307942		003526	BOUND TREE MEDICAL, LLC	291.70
307943	*	007359	BRADY INDUSTRIES	2,965.00
307944	*	009078	CANON SOLUTIONS AMERICA INC	444.65
307945	*	000444	CDW GOVERNMENT INC	7,772.33
307946		009168	CHET'S CLEANING INC	1,700.00
307947	*	000979	COMERICA BANK	23,118.72
307948		000627	CONSUMERS ENERGY	21.00
307948	*	000627	CONSUMERS ENERGY	2,562.74
307949		008512	COOL THREADS EMBROIDERY	1,016.99
307950		BLREFUND	DATSTHATTRUCK	60.00
307951	*	000190	DOWNRIVER REFRIGERATION SUPPLY CO.	16.58
307952	*	000179	DTE ENERGY	283.39
307953	*	000179	DTE ENERGY	169.07
307954		000179	DTE ENERGY	74.16
307955	*	000179	DTE ENERGY	239.60
307956	*	000179	DTE ENERGY	20.91
307957	*	000179	DTE ENERGY	174.18
307958	*	000180	DTE ENERGY	65,760.89
307959		004493	ELITE IMAGING SYSTEMS, INC	1,550.24
307960	*	000936	FEDEX	125.09
307961	*	BLREFUND	GOLDEN COFFEE CO	60.00
307962	*	004604	GORDON FOOD	127.95
307963		001531	GUNNERS METER & PARTS INC	3,278.00
307964		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,559.74
307965	*	001956	HOME DEPOT CREDIT SERVICES	75.33
307966		001090	INGRAM LIBRARY SERVICES	19,759.75
307970		004904	KONICA MINOLTA BUSINESS SOLUTIONS	4,687.50
307971		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,310.00
307972		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
307973	*	000362	KROGER COMPANY	141.37
307974		009375	LITHIA MOTORS, INC SUPPORT SERVICES	125.73
307975	*	000369	MCMI	3,893.10
307976	*	009085	MGSE SECURITY LLC	150.00
307977	*	001677	STATE OF MICHIGAN-ELEVATOR	360.50

City of Birmingham
Warrant List Dated 02/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
307978		000230	MIKE SAVOIE CHEVROLET INC	503.88
307979	*	001950	MILLER CANFIELD PADDOCK AND STONE P	105.00
307980		005986	MRWA	3,000.00
307981	*	004827	NICK'S MAINTENANCE SERVICE	1,660.00
307982		009478	ODP BUSINESS SOLUTIONS, LLC	(8.00)
307982	*	009478	ODP BUSINESS SOLUTIONS, LLC	1,242.88
307983		006785	OVERDRIVE, INC.	22,819.41
307984	*	001883	PIONEER DOOR COMPANY INC	59,819.00
307985	*	000801	POSTMASTER	2,830.00
307986		009951	PRINTMASTERS	56.00
307987	*	MISC	RYAN LUCAS	50.00
307988	*	002806	SAM'S CLUB/SYNCHRONY BANK	482.42
307989	*	007142	SHERWIN-WILLIAMS COMPANY	28.00
307990		004544	STRYKER SALES CORPORATION	7,556.40
307991	*	008287	SUNBELT RENTALS INC	25,000.00
307992	*	001076	TAYLOR FREEZER OF MICH INC	325.00
307993	*	004379	TURNER SANITATION, INC	340.00
307994	*	008941	UPTOWN MARKET OF BIRMINGHAM	193.03
307995	*	000158	VERIZON WIRELESS	153.26
307996	*	009806	VFP FIRE SYSTEMS	3,137.00
307997		009026	WELLS FARGO VENDOR FIN SERV	72.02
307998	*	010010	ZOHO CORPORATION	2,019.00
			SUBTOTAL PAPER CHECK	$282,949.50
ACH TRANSACTION				
15203	*	007345	BEVERLY HILLS ACE	62.99
15204	*	010117	BHIP VIGILANTE, LLC	220.50
15205	*	007835	SARAH CHUNG	450.00
15206		000605	CINTAS CORPORATION	60.75
15207	*	000605	CINTAS CORPORATION	171.55
15208		000605	CINTAS CORPORATION	46.33
15209	*	000605	CINTAS CORPORATION	193.27
15210		000605	CINTAS CORPORATION	326.67
15211		002668	CONTRACTORS CLOTHING CO	99.00
15212		009840	THOMAS S. KLISE COMPANY, INC	201.11
15213		009873	D/A CENTRAL INC.	410.75
15214	*	009557	ZECO, LLC	550.00
15215		000196	EJ USA, INC.	1,831.56
15216	*	000995	EQUATURE	1,920.91
15217		000213	FIRE DEFENSE EQUIP CO INC	39.06
15218	*	004604	GORDON FOOD	33.98
15219	*	000331	HUBBELL ROTH & CLARK INC	883.58
15220		009910	IDI	148.00

City of Birmingham
Warrant List Dated 02/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
15221		009298	JCR SUPPLY INC	1,680.28
15222	*	003458	JOE'S AUTO PARTS, INC.	243.12
15223	*	005465	RYAN KEARNEY	842.25
15224	*	004085	KONE INC	2,086.45
15225		009663	MACQUEEN EQUIPMENT, LLC	1,738.86
15226		002013	MIDWEST TAPE	274.00
15227	*	009276	NEWTONS SOLUTIONS LLC	400.00
15228	*	006359	NYE UNIFORM COMPANY	1,705.00
15229	*	001181	ROSE PEST SOLUTIONS	498.00
15230		006832	SAFEWARE INC.	529.08
15231		009746	THE SAFETY COMPANY, LLC	1,580.00
			SUBTOTAL ACH TRANSACTION	$19,227.05
			GRAND TOTAL	$302,176.55

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

Mary Chavez
Finance Director/ Treasurer

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

MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: HDSA-Yoga in the Park

INTRODUCTION:

The Huntington's Disease Society of America (HDSA) has submitted a Special Event application to hold Yoga in the Park on Saturday, June 20, 2026. Setup for the event is scheduled from 8:00 a.m. until 10:00 a.m. The event begins at 10:00 a.m. and concludes at 3:00 p.m. Teardown is scheduled from 3:00 p.m. to 4:00 p.m.

BACKGROUND:

Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

HDSA Yoga in the Park is a recurring event in its tenth year. Four classes will be held, including a class for children. The event will raise awareness of a rare condition known as Huntington's Disease and also raise funds to support families in Michigan dealing with Huntington's Disease. The following event occurs in June in Birmingham, and does not pose a conflict with the event:

In the Park Concerts	6/17/26 - 8/26/26	Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

There are no sustainability initiatives associated with this event.

DESIGN CONSIDERATIONS:

There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Huntington's Disease Society of America notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the tenth annual HDSA Yoga in the Park event to be held Saturday, June 20, 2026 from 10:00 a.m. until 3:00 p.m., with setup at 8:00 a.m. and teardown at 3:00 p.m.

ATTACHMENTS:
1. Application
2. Mailing
3. Approval Page

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Huntington's Disease Society of America to hold HDSA Yoga in the Park on June 20, 2026, contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

BIRMINGHAM
A WALKABLE CITY

151 Martin Street, P.O. Box 3001
Birmingham, MI 48012
248/530-1880 PHONE
248/530-1080 FAX

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

I. EVENT DETAILS

II. EVENT INFORMATION

III. EVENT LAYOUT

IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES WITHIN 300 FEET OF EVENT LOCATION

V. INSURANCE INFORMATION
- INSURANCE REQUIREMENTS
- HOLD HARMLESS AGREEMENT

VI. POLICIES AND PROCEDURES

VII. CHECKLIST

VIII. SAMPLE MAPS

IX. DEPARTMENTAL APPROVAL PAGE

TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

TIME	REQUIREMENT
At least 90 days prior to event	• **Events utilizing City sidewalks and/or streets must meet with the Police Department Special Events officer prior to submitting this application.** • **Application and attachments must be submitted**
At least two (2) weeks prior to Commission hearing	• **Letters mailed to affected property owners/businesses within 300 feet of event area** • **Copy of letter and distribution list provided to Clerk**
Three (3) weeks prior to the event	• **Final additions/changes must be submitted for approval.**
Two (2) weeks prior to event Community Development 248-530-1850 (Tent Permit, Electrical Permit) Engineering 248-530-1840 (Obstruction Permit) DPS 248-530-1700 (Hydrant Permit)	• **All permits must be obtained by Applicant and forwarded to Clerk's Office** • **All permit fees must be paid** • **Insurance certificates must be submitted and approved** • **All peddler/vendors applications must be submitted for approval**

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES:		
	FIRST TIME EVENT:	**$200.00**
	ANNUAL APPLICATION FEE:	**$165.00**

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application January 16, 2026

Name of Event HDSA Yoga In The Park

Detailed Description of Event (attach additional sheet if necessary) Year 10 of this all-day yoga event. 4 Classes, including one for young kids raising awareness of a rare condition known as Huntington's Disease. Also raising funds to support families in Michigan dealing with HD.

Location Shain Park - South side near pergola

Date(s) of Event June 20, 2026 Hours of Event 10a - 3p

Date(s) of Set-up June 20, 2026 Hours of Set-up 8a-10a

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down June 20, 2026 Hours of Tear-down 3-4p

Organization Sponsoring Event HDSA Michigan Chapter

Organization Address 1221 Bowers St. P.O. Box 1091 Birmingham, MI 48012

Organization Phone 1.800.909.0073

Contact Person Don Peasley

Contact Phone 248.840.3378

Contact Email donaldpeasley5@gmail.com

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type 501c3 Non-Profit

   (city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)

   TEVA Pharmaceuticals - Brian Atwater - Brian.Atwater@tevapharm.com

   BOLD Flow Yoga - Susan Weisberg - Susan@Boldflowyouga.com

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so In addition to helping families in the state dealing with HD, our kids class is free and we usually see many kids from Shain Park join the class.

4. Are there any sustainability initiatives associated with this event? Please explain.

   N/A

5. Is the event a fundraiser? YES ☑ NO ☐

   List beneficiary HDSA Michigan Chapter

   List expected income $20,000 Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑

   If no, describe Year 10 of this event

7. Total number of people expected to attend per day 150-200

8. The event will be held on the following city property: (Please list)

   ☐ Street(s)

   ☐ Sidewalk(s)

   ☑ Park(s) Shain Park - South Side

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe Participants are advised to park in one of the lots or decks near the park.

Additionally, we will request 4 x parking bags from BPD for our load in crew.

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

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

Describe Henry Ford Health is a partner and will have a paramedic on site.

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

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe

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

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

13. Will music be provided? YES ☑ NO ☐

_____Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 9:30a

Time music will end 3p

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

Retention: Active +1 year

14. Will there be signage in the area of the event? YES ☑ NO ☐

Number of signs/banners 2

Size of signs/banners 5' x 8' event banners

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☐ NO ☑

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	2	$10.00 each includes 1 bag For additional bags, the cost is $45 per case, 100 bags per case	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	2	10' x 10'
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

FOR EVENTS IN SHAIN PARK ONLY:

3. Do you want the Fountain on? YES ☐ NO ☐ N/A ☑
   The fountain in on weather permitting June 1st through mid-October.

4. Umbrellas should be removed? YES ☐ NO ☑ N/A ☐
   Umbrellas are available June 1st through mid-October.

5. Bistro tables/chairs should be removed? YES ☐ NO ☑ N/A ☐
   Bistro tables/chairs are available June 1st through mid-October

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME HDSA Yoga In The Park

EVENT DATE June 20, 2026

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

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

Donald Peasley — 1.16.2026

Signature — Date

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

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

Huntington's Disease Society of America
Michigan CHAPTER

SPECIAL EVENT REQUEST NOTIFICATION LETTER
DATE: January 16, 2026

TO: _____
Residential Property or Business Owner

_____
Address

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

EVENT INFORMATION

NAME OF EVENT: Huntington's Disease Society of America - Yoga in the Park

LOCATION: Shain Park

DATE(S) OF EVENT: June 20, 2026 HOURS OF EVENT: 10a-3:00p

BRIEF DESCRIPTION OF EVENT/ACTIVITY: We will be conducting 3 x 1-hour yoga classes on the lawn in front of the band shell. There will be light music and an instructor with a headset microphone.

DATE(S) OF SET-UP: June 20, 2026 HOURS OF SET-UP: 8-10a

DATE(S) OF TEAR-DOWN June 20, 2026 HOURS OF TEAR-DOWN 3:00-4P

DATE OF CITY COMMISSION MEETING: **February 23, 2026**
The City commission meets in rm 205 of the Municipal Bldg at 151 Martin at 7:30PM. Virtual meeting Zoom: https://zoom.us/j/655079760 Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: HDSA - Michigan Chapter
ADDRESS: 1221 Bowers St. PO Box 1091, Birmingham, MI 48009 PHONE: 800.909.0073

Day Of Event Contact: Don Peasley: 248.840.3378

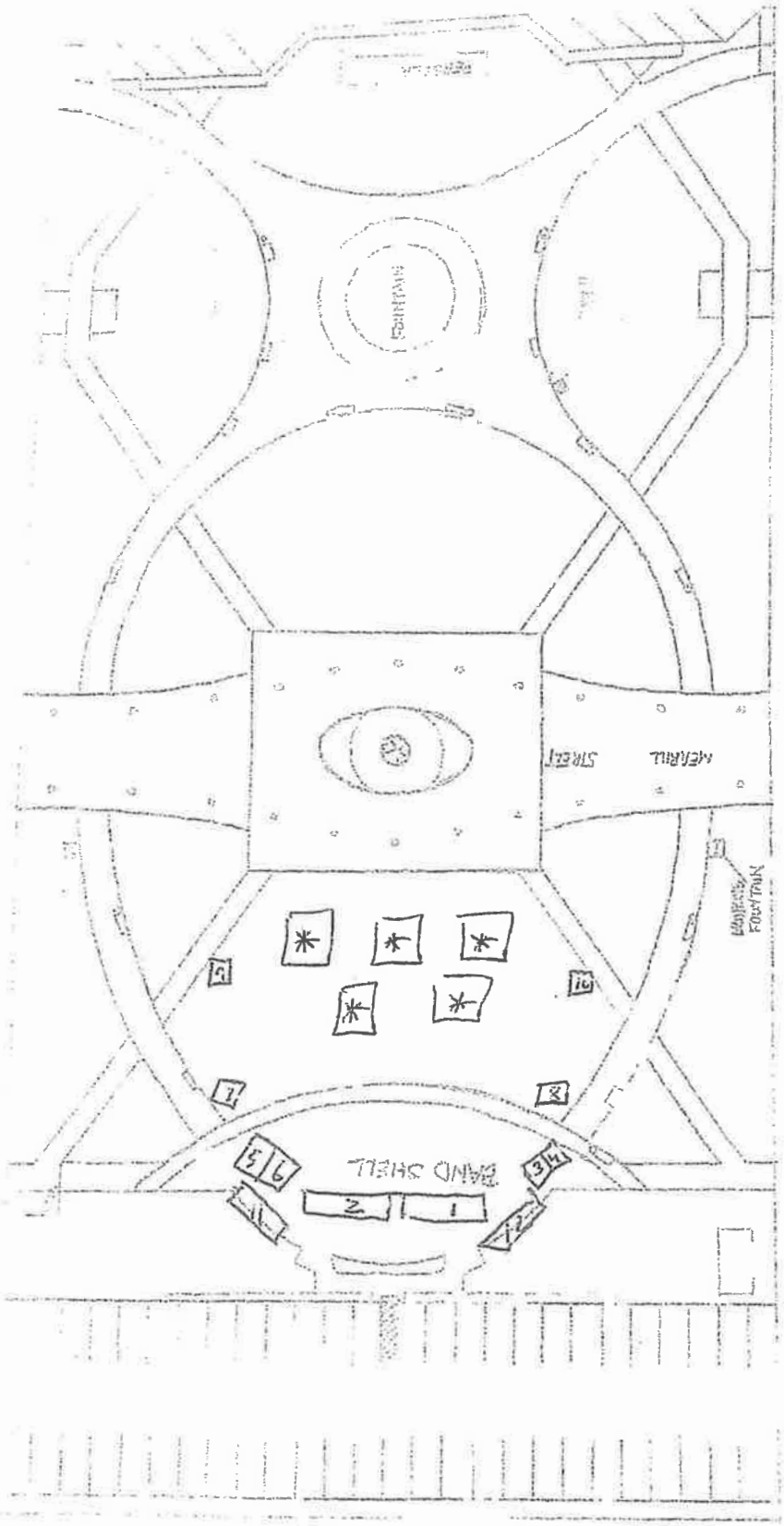
Huntington's Disease Society of America
Michigan CHAPTER

HOLD-HARMLESS AGREEMENT

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

1/14/25

Donald Peasley



1- Registration
2- Info Table
3,4,5,6, - Sponsor Tables
7-8- Speakers
* - Yoga students
9-10 - Trash
11-12 - Signs

Huntington's Disease Society of America
Michigan CHAPTER

SPECIAL EVENT REQUEST NOTIFICATION LETTER
DATE: January 30, 2026

TO: _____
Residential Property or Business Owner

_____
Address

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City commission will consider our request so that an opportunity exists for comments prior to this approval.

EVENT INFORMATION

NAME OF EVENT: Huntington's Disease Society of America - Yoga in the Park

LOCATION: Shain Park

DATE(S) OF EVENT: June 20, 2026 HOURS OF EVENT: 10a-3:00p

BRIEF DESCRIPTION OF EVENT/ACTIVITY: We will be conducting 3 x 1-hour yoga classes on the lawn in front of the band shell. There will be light music and an instructor with a headset microphone.

DATE(S) OF SET-UP: June 20, 2026 HOURS OF SET-UP: 8-10a

DATE(S) OF TEAR-DOWN June 20, 2026 HOURS OF TEAR-DOWN 3:00-4P

DATE OF CITY COMMISSION MEETING: **February 23, 2026**
The City commission meets in rm 205 of the Municipal Bldg at 151 Martin at 7:30PM. Virtual meeting Zoom: https://zoom.us/j/655079760 Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: HDSA - Michigan Chapter
ADDRESS: 1221 Bowers St. PO Box 1091, Birmingham, MI 48009 PHONE: 800.909.0073

Day Of Event Contact: Don Peasley: 248.840.3378

DEPARTMENT APPROVALS

EVENT NAME: HUNTINGTON DISEASE SOCIETY HDSA YOGA IN THE PARK

LICENSE NUMBER #26-00013264

COMMISSION HEARING DATE: 2/23/2026

NOTE TO STAFF: approvals due by **2/09/2026**

DATE OF EVENT: June 20, 2026

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	No Department Involvement.		$0	$0
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	None		$0.00	0
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 double-meter bags needed for a total of 4 spaces to unload equipment. On-duty officers will provide extra patrols for yoga event.		$72	$72
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	CL	The department will make arrangements with representative to deliver trash receptacles.		$50	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	None	None	$0	$0
PARKING	AF	Attendees pay the posted rate in all garages and meters.	None	0	0

INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	165
			TOTALS: Estimated and Actual Costs	**$287.00**	**0**

FOR CLERK'S OFFICE USE

Deposit paid ___$165____

Actual Cost _____

Due/Refund_____

Rev. 2/4/26
h:\shared\special events\- general information\approval page.doc

MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: Birmingham Movie Nights

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold Birmingham Movie Nights Fridays June 5, July 10, August 7, and September 4, (with rain dates of June 6, July 11, August 8, and September 5), 2026. Setup for the event is scheduled from 12:00 p.m. until 6:30 p.m. The event begins at 6:30 p.m. and concludes at 10:00 p.m. Teardown is scheduled from the end of the movie until 11:00 p.m. Movie nights are proposed to be held in Booth Park. However, if Booth Park construction occurs this year, movie nights will be held in Shain Park.

BACKGROUND:

Prior to the application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

The Birmingham Shopping District will hold four Movie Nights. They plan to have pre-movie entertainment and sponsor booths. The following event is scheduled in June, July, August and September in Birmingham, and does not pose a conflict with this event:

In the Park Concerts	Friday 6/12/26 and Wednesdays 6/17/26–8/26/26	Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

There will be recycling containers in addition to the trash receptacles.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for Birmingham Movie Nights to be held on Fridays June 5, July 10, August 7, and September 4 (with rain dates of June 6, July 11, August 8, and September 5), 2026 from 6:30 p.m. until 10:00 p.m., with setup at 12:00 p.m. and teardown until 11:00 p.m.

ATTACHMENTS:
1. Application
2. Mailing
3. Approval Page

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold Birmingham Movie Nights on Fridays June 5, July 10, August 7, and September 4 (with rain dates of June 6, July 11, August 8, and September 5), 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES:	**FIRST TIME EVENT:**	**$200.00**	***Additional fees may apply for: police, public services, fire, permits, etc.**
	ANNUAL APPLICATION FEE:	**$165.00**	

(Please print clearly or type)

Date of Application 1/23/26

Name of Event Birmingham Movie Nights

Detailed Description of Event (attach additional sheet if necessary)

We will be holding 4 outdoor Movie Nights.

We plan to have pre-movie entertainment and sponsor booths.

Location Booth Park or Shain Park, if Booth Park renovations begin during 2026.

Date(s) of Event 6/5, 7/10, 8/7, 9/4 2026 rain dates 6/6, 7/11, 8/8, 9/5 Hours of Event 6:30 - 10 p.m.

Date(s) of Set-up day of events Hours of Set-up 12-6:30p.m.(port-a-potty may be earlier in the day)

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down day of events Hours of Tear-down end of movie - 11p.m.
port-a-potty pick-up Monday morning

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1200 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type City - Birmingham Shopping District

(city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
We invite non-profits, like the Birmingham Bloomfield Community Coalition, to have informational tables at the event.

4. Are there any sustainability initiatives associated with this event? Please explain.
We will have recycling containers in addition to the trash recepitcles.

5. Is the event a fundraiser? YES ☐ NO ☑
List beneficiary _____
List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑
If no, describe This is the 20th year for the event.

7. Total number of people expected to attend per day 400

8. The event will be held on the following city property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☑ Park(s) Booth Park (or Shain Park if Booth Park renovations occur in 2026)

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?
Describe Nearby parking deck and street parking will be sufficient.

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

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

Describe BSD event staff will be on-site throughout the event.

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

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe We would like 2 dedicated officers for each Movie Night.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 6:30 p.m.

Time music will end 10:30 p.m.

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

Retention: Active +1 year

14. Will there be signage in the area of the event? YES ☑ NO ☐

Number of signs/banners 1

Size of signs/banners 2' x 3' a-frame

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☑ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	8-12	10'x10'
Portable Toilets	2	1 - reg, 1 - handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)	10 tables	6' each

Retention: Active +1 year

FOR EVENTS IN SHAIN PARK ONLY:

3. Do you want the Fountain on? YES ☑ NO ☐ N/A ☐
   The fountain in on weather permitting June 1st through mid-October.

4. Umbrellas should be removed? YES ☐ NO ☑ N/A ☐
   Umbrellas are available June 1st through mid-October.

5. Bistro tables/chairs should be removed? YES ☐ NO ☑ N/A ☐
   Bistro tables/chairs are available June 1st through mid-October

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Movie Nights
EVENT DATE June 5, July 10, August 7, September 4, 2026

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

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

Jaimi Brook — Signature
1/23/26 — Date

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

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

Retention: Active +1 year

THANK YOU SPONSORS:

DOMAIN

bank of ann arbor BIRMINGHAM

the YMCA

goldfish swim school

MOVIES:

JUNE 6 - A BUG'S LIFE

JULY 11 - HOME ALONE

AUGUST 8 - MOANA 2

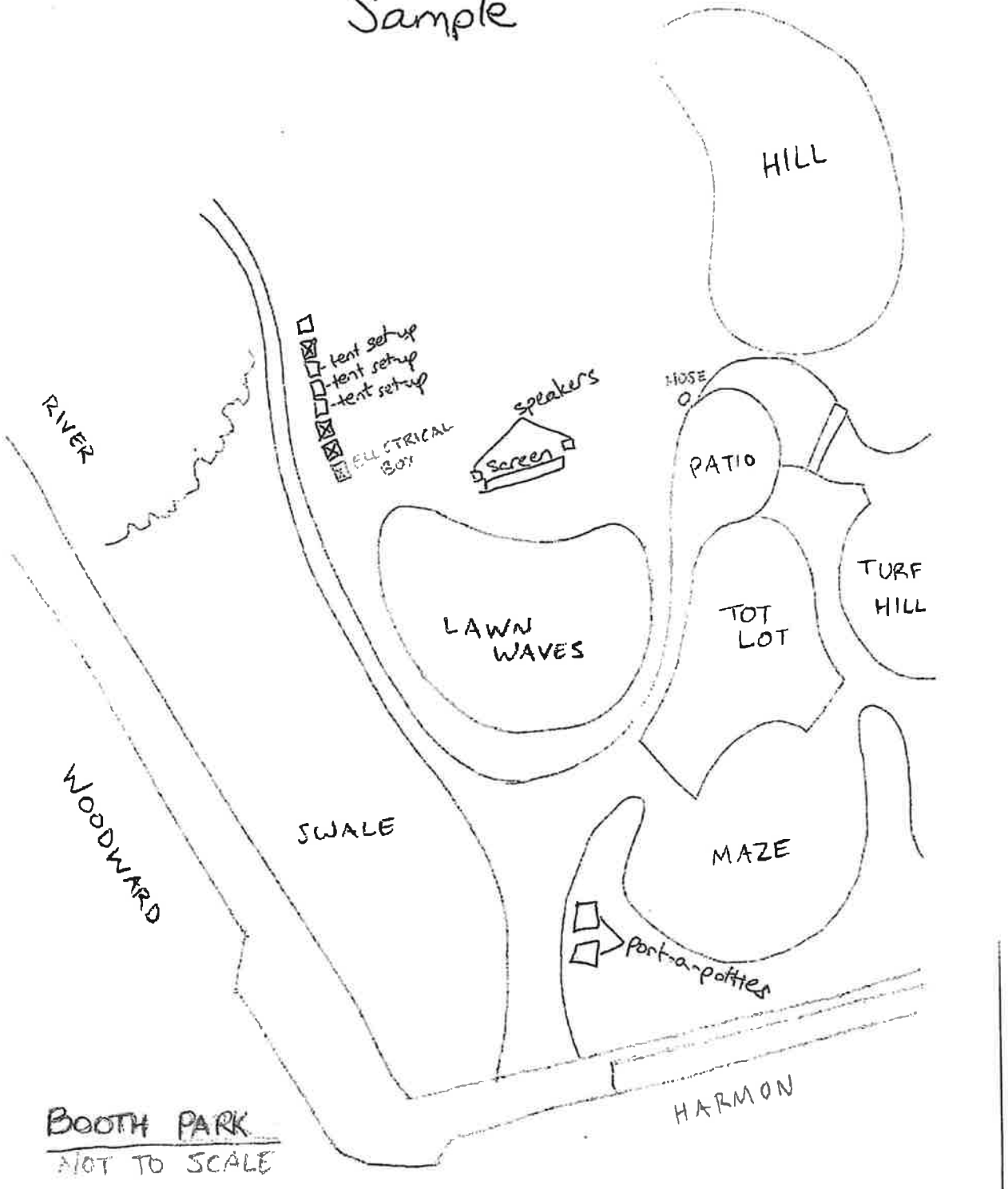
SEPTEMBER 5 - TROLLS

BIRMINGHAM SHOPPING DISTRICT

ALLINBirmingham.com/calendar

Sample 2'x3' sign

Movie Night Sample



Plan B - if Booth park is not available due to construction

Shain Park Map

michigan municipal league Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001444024	7/1/2026	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 5/27/2025

By: _____
Authorized Representative

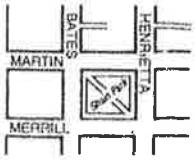
MML-1(11/99)

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

METROPLEX MI 480
29 JAN 2026 PM 16 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.61⁰
02 7W
0008029208 JAN 29 2026



CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009

NOTIFICATION

DATE: January 28, 2026
TO: Downtown Birmingham Business/Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Birmingham Movie Nights

LOCATION: Booth Park (or Shain Park if Booth Park renovations begin in 2026)

DATES/TIMES: Fridays—June 5, 2026; July 10, 2026; August 7, 2026, Sept. 4, 2026

Rain dates—Saturdays—June 6, July 11, August 8, Sept. 5, 2026

6:30 —10 p.m.

DATE/TIME OF CITY COMMISSION MEETING: Monday, February 23, 2026 at 7:00 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 . 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.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin, Birmingham, MI 48009
PHONE: 248-530-1200 day of event—248-508-5518

DEPARTMENT APPROVALS

EVENT NAME: Movie Nights
LICENSE NUMBER # 26-00013273
COMMISSION HEARING DATE: 02/23/26
NOTE TO STAFF: Please submit approval by 02/09/26
DATE OF EVENT: 06/05/26-09/05/26

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	No department involvement		$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	See attached City Event Letter		$0.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 Officers for each movie night and barricades.		$2521.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	No stakes driven in the ground. Estimated costs include: Banner placement and removal. Barricade placement and removal for each event. Set up/clean up for each event		$3,500	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	None	None	0	0
PARKING	AF	Pay the posted rate in all garages and meters	None	0	0

INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	165
			TOTALS: Estimated and Actual Costs	**$6,186.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/11/26
h:\shared\special events\- general information\approval page.doc

MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: Birmingham Cruise Event

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the Birmingham Cruise Event on August 15, 2026. Setup for the event is scheduled August 10 and 14 from 7:00 a.m. until 8:00 p.m. The event begins at 9:00 a.m. and concludes at 8:00 p.m. Teardown is scheduled to be completed by August 16, 2026 at 2:00 p.m.

BACKGROUND:

Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

For over 30 years the Birmingham Cruise Event has attracted thousands of visitors to its classic car show in the heart of downtown, along Old Woodward. The event will also include sponsor displays and food trucks.

The following event is scheduled for August in Birmingham, and does not pose a conflict with this event:

In the Park Concerts	08/5/26–8/26/26	Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

The Birmingham Shopping district provides recycle bins as well as trash receptacles

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Birmingham Cruise event to be held August 15, 2026 from 9:00 a.m. until 6:00 p.m., with setup at August 10 and 14 beginning at 7:00 a.m. and teardown until 8:00 p.m.

ATTACHMENTS:
1. Application
2. Mailing
3. Approval Page

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Cruise Event on August 15, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES: **FIRST TIME EVENT:** **$200.00**
ANNUAL APPLICATION FEE: **$165.00**

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application 1/23/26

Name of Event Birmingham Cruise Event

Detailed Description of Event (attach additional sheet if necessary)

Car Show and cruise with related activites and entertainment.

Location: Old Woodward from Maple to Lincoln and Brown St. from Pierce parking structure entrance to Peabody St.,-

Location: - Merrill from Old Woodward to the parking Structure entrance. Boundary includes frontage along Woodward ave. -

Location - and portions of Daines, Hazel, Frank, Bowers, Haynes, Landon and George streets.

Date(s) of Event August 15, 2026 Hours of Event 9a.m.- 5p.m., sponsor display 9a.m. - 8p.m.

Date(s) of Set-up August 14, 2026 Grassy area & parking spots bordering it 8/10/26 Hours of Set-up 7 a.m. - 8 p.m.

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down day of event 8/15/26 Event Sponsor display 8/16/26 Hours of Tear-down North of Haynes 5-7p.m. Haynes to Lincoln complete by 2 p.m. on 8/16/26

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District

   (city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Chevy, WOMC, other TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We invite non-profits to sell water to raise funds in our event area.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We will place recycle bins in the event area.

5. Is the event a fundraiser? YES ☐ NO ☑
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑
   If no, describe This is an annual event.

7. Total number of people expected to attend per day 50,000 - 75,000

8. The event will be held on the following city property: (Please list)
   ☑ Street(s) S. Old Woodward and portions of Brown, Merrill, Frank, Bowers, Haynes, Landon, Daines, Hazel, and George.
   ☐ Sidewalk(s) _____
   ☐ Park(s) _____

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?
Describe City parking Structures

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

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

Describe BSD staff will be on-site throughout the event as well as trained volunteers and professional security.

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

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe We would like police officers on site during the event to help with crowd control and security.
We would also like to have paramedics on site in case of medical emergencies.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 8 p.m.

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

Retention: Active +1 year

14. Will there be signage in the area of the event? YES ☑ NO ☐

Number of signs/banners TBD - in sponser areas, we will secure appropriate permits

Size of signs/banners TBD

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☑ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	BSD - one 10'x10' sponsors TBD	
Portable Toilets	16	12 reg & 4 handicap
Rides	n/a	
Displays	50+	various sizes
Vendors	5-10	various sizes
Temporary Structure (must attach a photo)	TBD - sponsor will submit plans -	- to building dep. for appropriate permits
Other (describe)		

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Cruise Event

EVENT DATE August 15, 2026

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

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

Jaimi Brook — Signature

1/23/26 — Date

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

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

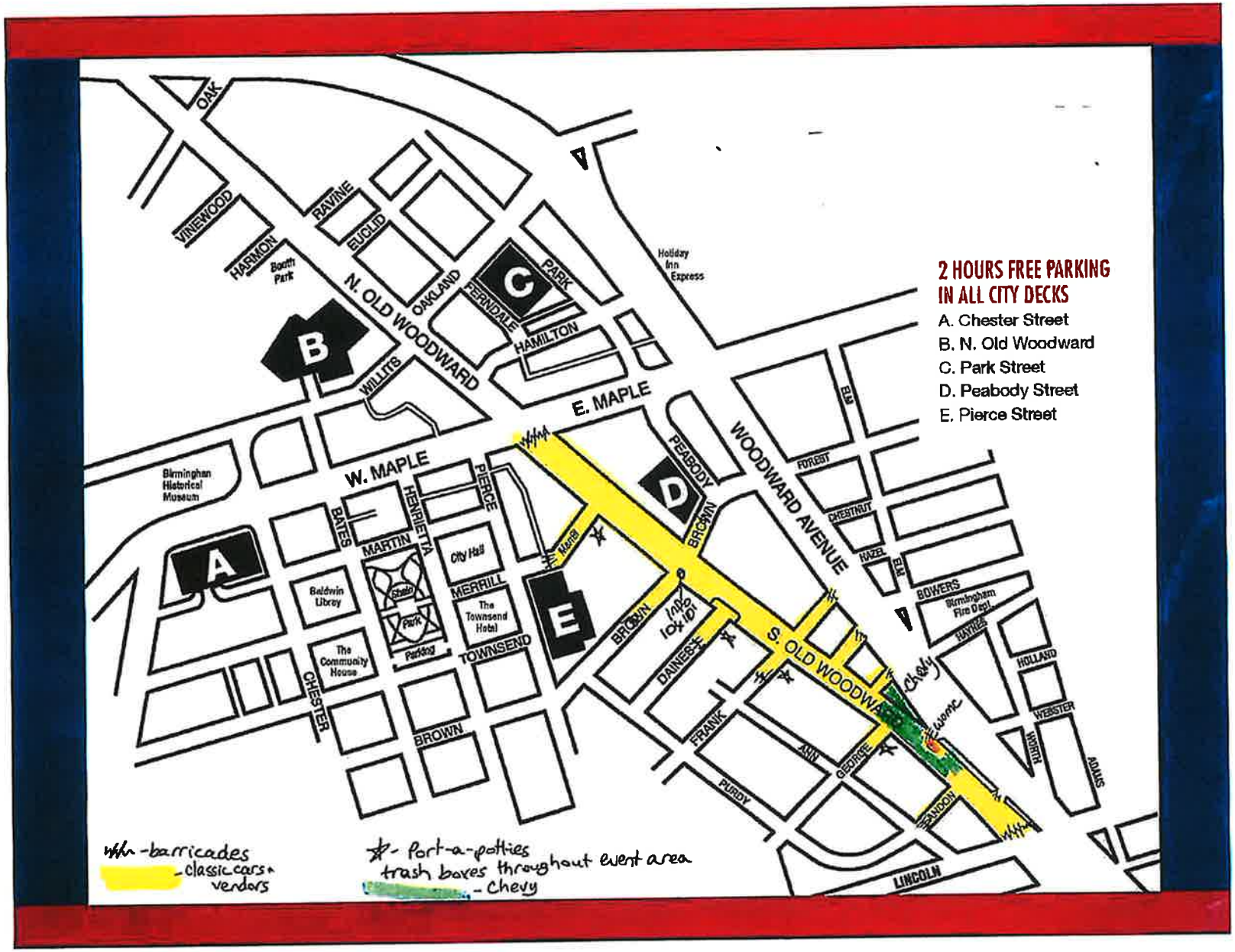
V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

Retention: Active +1 year


2 HOURS FREE PARKING
IN ALL CITY DECKS
A. Chester Street
B. N. Old Woodward
C. Park Street
D. Peabody Street
E. Pierce Street
OAK
VINEWOOD
HARMON
Booth Park
RAVINE
EUCLID
N. OLD WOODWARD
OAKLAND
PERNDALE
PARK
HAMILTON
Holiday Inn Express
WILLITS
E. MAPLE
W. MAPLE
Birmingham Historical Museum
PEABODY
WOODWARD AVENUE
ELM
FOREST
CHESTNUT
HAZEL
BOWERS
Birmingham Fire Dept.
HAYNES
HOLLAND
WEBSTER
WORTH
ADAMS
BATES
MARTIN
HENRIETTA
PIERCE
City Hall
MERRILL
The Townsend Hotel
TOWNSEND
Baldwin Library
Shelter
Park
Parking
The Community House
CHESTER
BROWN
Info Booth
DAINES
FRANK
ASH
GEORGE
PURDY
BRANDON
LINCOLN
S. OLD WOODWARD
Chevy
barricades
classic cars + vendors
Port-a-potties
trash bores throughout event area
Chevy

michigan municipal league Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001444024	7/1/2026	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 5/27/2025

By: _____
Authorized Representative

MML-1(11/99)

METROPLEX MI 480

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

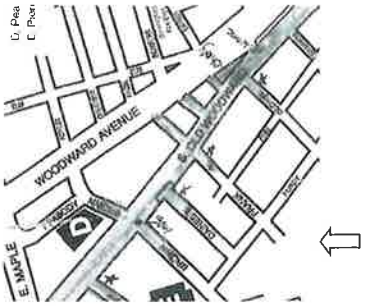
29 JAN 2026 PM 10 L

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 48009 $ 000.61⁰
02 7W
0008029208 JAN 29 2026

BIRMINGHAM CRUISE EVENT
2026



PNUM: 1936206024
CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009

SPECIAL EVENT REQUEST NOTIFICATION

January 28, 2026

TO: Property Owners and Business Owners

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City Commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT:	Birmingham Cruise Event
LOCATION:	S. Old Woodward from Lincoln to Maple, portions of Merrill, Brown, Daines, Hazel, Frank, Bowers, Haynes and Landon that are adjacent to S. Old Woodward
DATE/TIME:	Saturday, August 15, 2026 from 9 a.m. to 8 p.m.
DATE OF CITY COMMISSION MEETING:	February 23, 2026 7:00 p.m.

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760 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. TDD# 248-644-3405

EVENT ORGANIZER:	Birmingham Shopping District
ADDRESS:	151 Martin Street, Birmingham
PHONE:	248-530-1200

For questions on day of event, contact BSD Events Mgr, Jaimi Brook at 248-508-5518

DEPARTMENT APPROVALS

EVENT NAME: Birmingham Cruise Event
LICENSE NUMBER # 26-00013269
COMMISSION HEARING DATE: February 23, 2026
NOTE TO STAFF: Please submit approval by February 9, 2026
DATE OF EVENT: August 15, 2026

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	Tents over 400SQFT require permits.		$700.00	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	-Maintain fire lane where possible to 16 feet wide by 13'6" vertical (exception made for bump outs and single lane on South Old Woodward as discussed where 14-15 feet is acceptable). Estimated fire lane must remain clear at all times. -Food trucks and tents will be inspected, no gas or fuel cans will be permitted in festival area. -Follow food truck vendor safety sheet. -No cooking devices shall be used under tents without proper clearances. -All extension cords shall use protective wire bridge to avoid direct contact from foot or vehicle traffic. -Fire extinguishers required for tent or vehicle vendors size 3A:40: BC (5 lb, ABC) no exceptions. -Additional Fire and EMS crews will be on duty.		$6800.00	

POLICE **101.0-000.000.636.0003** 248.530.1870	RK	Detail personnel, Overwatch/Drone, Plain Clothes DB, barricades, meter bags.		$7,000.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Roll off dumpsters at fire station for trash removal. Costs includes dumpsters, setup, staffing during event and cleanup.		$14,000	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	Part of Daines and Hazel might still be closed for this event. An obstruction permit will be required.	Obstruction Permit	$100	$100
PARKING	AF	Patrons pay the posted rates at all garages and meters/	None	0	0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	165
			TOTALS: Estimated and Actual Costs	**$28,765.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: Day on the Town

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the Day on the Town event on July 25, 2026. Setup for the event is scheduled from 7:00 a.m. until 9:00 a.m. The event begins at 9:00 a.m. and concludes at 6:00 p.m. Teardown is scheduled from 6:00 p.m. until 8:00 p.m.

BACKGROUND:

Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This all day shopping event in the heart of Downtown Birmingham has proven to be the largest sale day of the year for many local merchants. The event may also include music and family friendly activities. We are also working with the Birmingham Police Department who will be holding their open house during our event.

The following events are scheduled for July in Birmingham, and do not pose a conflict with this event:

In the Park Concerts	July 1, 8, 15, 22, 29, 2026	Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

The Birmingham Shopping district provides recycle bins as well as trash receptacles.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Day on the Town event to be held July 25, 2026 from 9:00 a.m. until 6:00 p.m., with setup at 7:00 a.m. and teardown until 8:00 p.m.

ATTACHMENTS:
1. Application
2. Mailing
3. Approval Page

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Day on the Town event on July 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES: **FIRST TIME EVENT:** **$200.00**
ANNUAL APPLICATION FEE: **$165.00**

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application 1/23/26

Name of Event Day on the Town

Detailed Description of Event (attach additional sheet if necessary) This all day shopping event in the heart of Downtown Birmingham has proven to be the largest sale day of the year for many local merchants. The event may include music and and family activities. We are also working with the Birmingham Police Department who will be holding their open house during our event around City Hall.

Location Old Woodward, Maple, Merrill, Pierce, Hamilton, City Hall Parking lot, and a portion of Martin St.

Date(s) of Event July 25, 2026 Hours of Event 9 a.m. - 6 p.m.

Date(s) of Set-up July 25, 2026 Hours of Set-up 7-9 a.m.

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down July 25, 2026 Hours of Tear-down 5-8 p.m (port-a-potties picked up Sun. morning)

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1200 office 248-508-5518 cell

Contact Email jbrook@bhamgov.org

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type City - Birmingham Shoppping District
   (city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) Birmingham Police Department - Officer Moody, Others - TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We will offer organizations like the Birmingham Bloomfield Community Coalition, the City of Birmingham's Public Arts Board, and the Baldwin Library space to share information with attendees.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We will have recycle bins in addition to trash recepticles.

5. Is the event a fundraiser? YES ☐ NO ☑
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑
   If no, describe This is an annual event.

7. Total number of people expected to attend per day 10,000 - 15,000

8. The event will be held on the following city property: (Please list)
   ☑ Street(s) Old Woodward, Maple, Merrill, Pierce, Hamilton, Martin (see attached map)
   City Hall Parking Lot
   ☑ Sidewalk(s) N. Old Woodward and S. Old Woodward (see attached map)
   ☐ Park(s) _____

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe We would like to offer free parking in all structures and at meters from 9 a.m. - 7 p.m.

We would like to have the meters on both sides of Henrietta bagged between Martin and Merrill for police vehicles.

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

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

Describe BSD staff will be on-site during the event as will DPS staff.

The police department will staff their open house.

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

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe Police presence to help with crowds.

2 officers dedicated to Day on the Town foot patrol detail.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 6 p.m.

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

Retention: Active +1 year

14. Will there be signage in the area of the event? YES ☑ NO ☐

Number of signs/banners 2-4 banners, A-Frames

Size of signs/banners approximately 14' x 5' (sample attached)

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☑ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	80	10'x10' and 10'x20'
Portable Toilets	12	7 reg & 5 hanicap
Rides		
Displays	TBD	
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Day On The Town

EVENT DATE July 25, 2026

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

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

Jaimi Brook — Signature

1/23/26 — Date

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

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

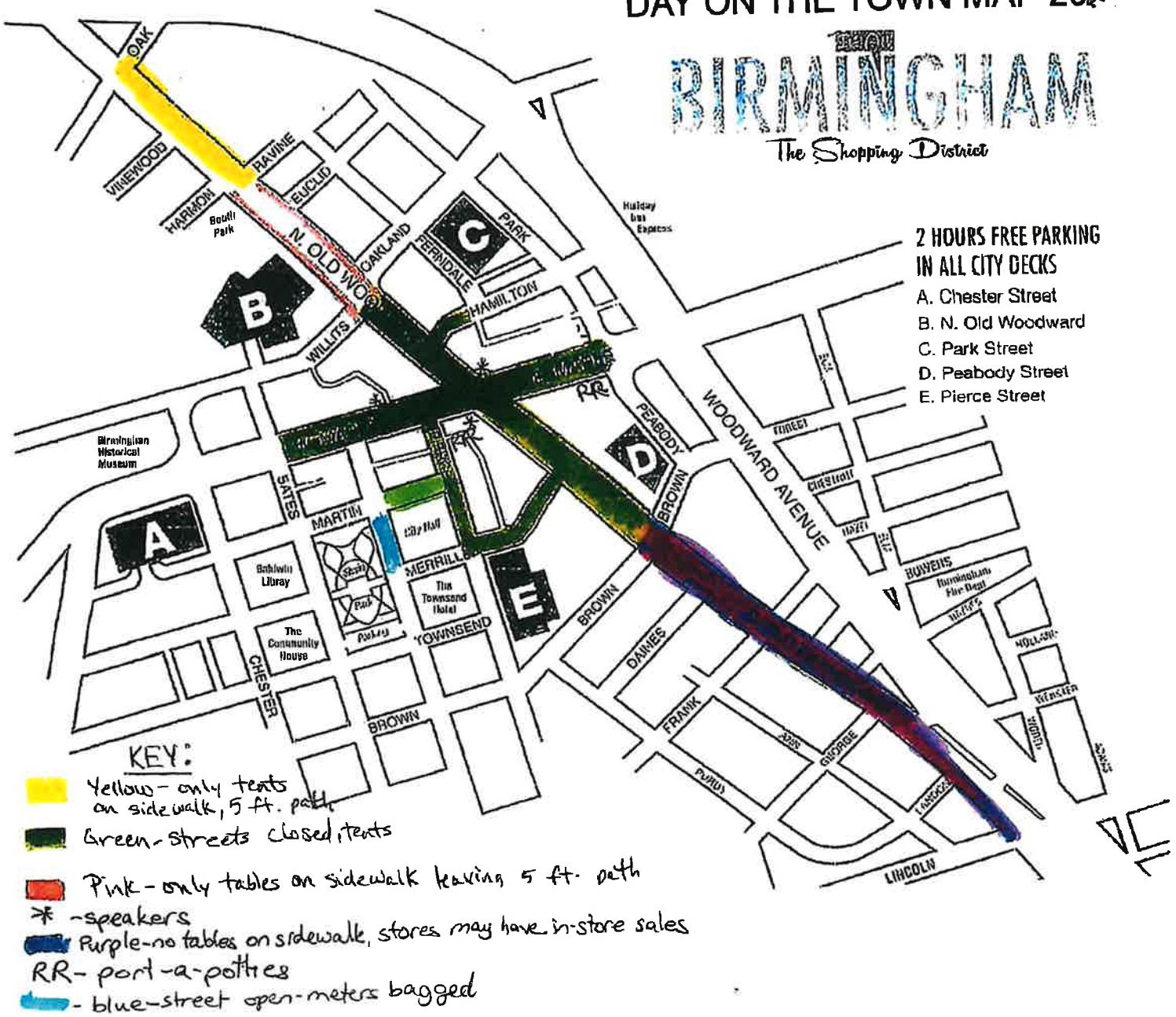
VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

Retention: Active +1 year

DAY ON THE TOWN MAP 2026

BIRMINGHAM
The Shopping District



2 HOURS FREE PARKING IN ALL CITY DECKS

A. Chester Street
B. N. Old Woodward
C. Park Street
D. Peabody Street
E. Pierce Street

KEY:

Yellow - only tents on sidewalk, 5 ft. path

Green - Streets closed, tents

Pink - only tables on sidewalk leaving 5 ft. path

* - speakers

Purple - no tables on sidewalk, stores may have in-store sales

RR - port-a-potties

- blue - street open-meters bagged

DAY ON THE TOWN 2026 EVENT FOOTPRINT

Event Area A – (green) streets closed, tents in streets

Maple from Bates to Peabody

Old Woodward from Brown to Willits

Hamilton from N. Old Woodward to Ferndale

Pierce from W. Maple to Merrill

Merrill from Pierce to S. Old Woodward

Martin St. from Pierce to Henrietta (for Police Department Open House)

Event Area B – (yellow) streets open, tents on sidewalk/right of way leaving walking path at least 5 feet wide

N. Old Woodward from 526 N. Old Woodward to 588 N. Old Woodward

Event Area C – (pink) streets open, only tables on sidewalks leaving walking path at least 5 feet wide

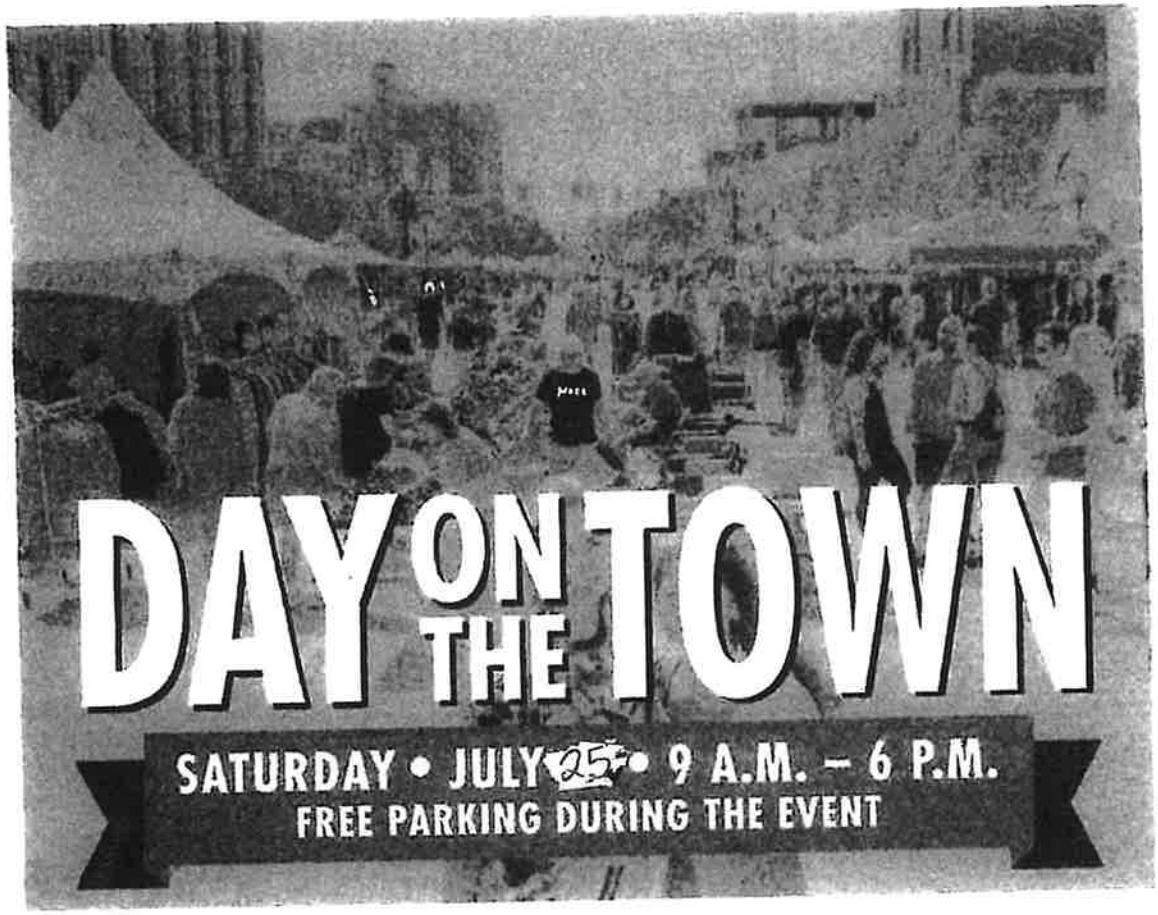
N. Old Woodward from Oak to 474 N. Old Woodward (Market North End)

Event Area D – (purple) no tables on sidewalks, stores may have in-store sales and be promoted as participating

S. Old Woodward from Brown to Lincoln

Henrietta – (blue) between Martin & Merrill – bagged parking meters for police vehicles

Sample



WHEN UPSCALE GOES ON SALE

BIRMINGHAM
Day on the Town!

14' x 5'

michigan municipal league Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001444024	7/1/2026	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 5/27/2025

By: _____
Authorized Representative

MML-1(11/99)

METROPLEX MI 480

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

29 JAN 2026 PM 3 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.61⁰
02 7W
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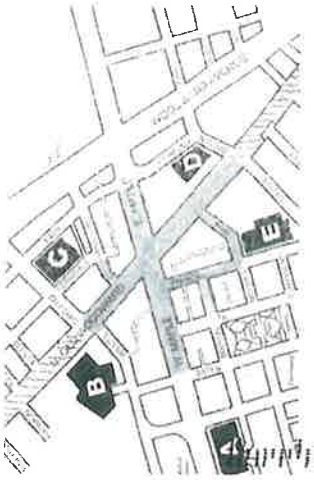


CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009

NOTIFICATION

DATE: January 28, 2026
TO: Downtown Birmingham Business/Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the City Commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: Day On The Town

LOCATION: Old Woodward from Oakland/Willits to Brown
Hamilton from Old Woodward to Ferndale, City Hall parking lot;
Pierce from Maple to Merrill; Merrill from Pierce to Old Woodward
Maple from Bates to Peabody, Martin from Pierce to Henrietta
526 N. Old Woodward to 588 N. Old Woodward (no street closures)
S. Old Woodward from Brown to Lincoln (no street closures)
N. Old Woodward from Oak to 474 N. Old Woodward (no street closures)

DATES/TIMES: Saturday, July 25, 2026 from 9 a.m. until 6 p.m.

DATE/TIME OF CITY COMMISSION MEETING: February 23, 2026 at 7:00pm

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. 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.

EVENT ORGANIZER: Birmingham Shopping District
ADDRESS: 151 Martin
PHONE: 248-530-1200

For questions on day of event, contact BSD Operations & Events Manager, Jaimi Brook at 248-508-5518

DEPARTMENT APPROVALS

EVENT NAME: Day on the Town

LICENSE NUMBER # 26-00013270

COMMISSION HEARING DATE: February 23, 2026

NOTE TO STAFF: Please submit approval by February 9, 2026

DATE OF EVENT: July 25, 2026

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	1. All exits, exit accesses, and exit dischar 2. Tents that require permits need a tent l 3. All tents are required to have flame cert 4. Tents and canopies must be stabilized v 5. Electrical cords or water lines must be t		$262.35	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	Crowd manager required for event 1/250 ratio Maintain proper clearance around fire hydrants and fire dept. connections to buildings Maintain fire lanes Fire extinguishers are required for tents. ABC 5lb. Food trucks and all tents require inspection prior to event. See attached City Event Bulletin Fire/ EMS response from respective fire stations.		$0.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 Officer foot patrol detail for the duration of the event, drone/Overwatch, barricades.		$2,900.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Set up and Clean up costs including Barricades. Additional Costs could occur for any items added to the typical set up scope or if clean up is more extensive than previous years. Department is		$5,000	

		requiring (1) dumpster be placed out for this event.			
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	An obstruction permit is required	Obstruction Permit	$100	$100
PARKING	AF	Free parking in all garages and meters.	None	0	0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	165
			TOTALS: Estimated and Actual Costs	**$8,427.35**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/10/26

h:\shared\special events\- general information\approval page.doc

MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event: Birmingham Farmers Market

INTRODUCTION:

The Birmingham Shopping District has submitted a Special Event application to hold the Birmingham Farmers Market Sundays from May 3 – October 25, 2026. Setup for the event is scheduled Sundays 7:00 a.m. until 9:00 a.m. The event begins at 9:00 a.m. and concludes at 2:00 p.m. Teardown is scheduled from 2:00 p.m. until 3:30 p.m.

BACKGROUND:

Prior to application submission, the various departments reviewed the proposed event details for street closures and safety considerations. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This will be the 24th season of the Farmers Market. The Market offers the community access to fresh produce directly from growers. Throughout the season, vendor displays will feature a diverse array of Michigan-grown produce, plants, flowers, baked goods, prepared foods, soaps, and miscellaneous items.

The following events are scheduled for May through October in Birmingham, and do not pose a conflict with this event:

Birmingham Parade and Party	May 17, 2026	Shain Park
Memorial Day Service	May 25, 2026	Shain Park
Art Birmingham	May 9 -10, 2026	Shain Park
In the Park Concerts	June 17 - August 26, 2026	Shain Park
Pumpkin Patch	October 24, 2026	Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:
All costs associated with this event will be paid by applicant.

SUSTAINABILITY:
The Birmingham Shopping District gives complimentary reusable totes to attendees on the first day of the Market.

DESIGN CONSIDERATIONS:
There are no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Birmingham Shopping District notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the City Commission meeting. The addresses that were notified were within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a Special Event permit for the Birmingham Farmers Market to be held Sundays from May 3 – October 25, 2026, from 9:00 a.m. until 2:00 p.m., with setup at 7:00 a.m. and teardown until 3:30 p.m.

ATTACHMENTS:
1. Application
2. Mailing
3. Approval Page

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a Special Event permit as requested by the Birmingham Shopping District to hold the Birmingham Farmers Market on Sundays from May 3 – October 25, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

CITY OF BIRMINGHAM
APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

IMPORTANT: EVENTS UTILIZING CITY SIDEWALKS AND/OR STREETS MUST MEET WITH POLICE DEPARTMENT SPECIAL EVENT OFFICE TO REVIEW PROPOSED EVENT DETAILS PRIOR TO SUBMITTING APPLICATION.

Police Department acknowledgement: _____

I. EVENT DETAILS

- **Incomplete applications will not be accepted.**
- **Changes in this information must be submitted to the City Clerk, in writing, at least three weeks prior to the event**

FEES:

FIRST TIME EVENT:	**$200.00**
ANNUAL APPLICATION FEE:	**$165.00**

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application 1/23/26

Name of Event Birmingham Farmers Market

Detailed Description of Event (attach additional sheet if necessary) This will be the 24th season of the Farmers Market. The Market offers the community access to fresh produce directly from growers. Throughout the season, vendor displays will feature a diverse array of Michigan-grown produce, plants, flowers, baked goods, prepared foods, soaps and miscellaneous items.

Location Municipal Parking Lot #6 on N. Old Woodward

Date(s) of Event Sundays, May 3 - October 25, 2026 Hours of Event 9 a.m. - 2 p.m.

Date(s) of Set-up day of event Hours of Set-up 7 - 9 a.m.

NOTE: No set-up to begin before 7:00 AM, per city ordinance.

Date(s) of Tear-down day of event Hours of Tear-down 2 - 3:30 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin St., Birmingham, MI 48009

Organization Phone 248-530-1200

Contact Person Jaimi Brook

Contact Phone 248-530-1254 - office/ 248-508-5518 - cell

Contact Email jbrook@bhamgov.org

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type city - Birmingham Shopping District

   (city, non-profit, community group, etc.)

2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) TBD

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
   We invite nonprofit organizations and other community groups to host the kids' zone to gain exposure.

4. Are there any sustainability initiatives associated with this event? Please explain.
   We give complimentary reusable totes to attendees on the first day of the Market.

5. Is the event a fundraiser? YES ☐ NO ☑
   List beneficiary _____
   List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑
   If no, describe This will be the 24th season of the Birmingham Farmer Market.

7. Total number of people expected to attend per day 1,000 - 5,000

8. The event will be held on the following city property: (Please list)
   ☑ Street(s) Municipal Parking Lot #6 on N. Old Woodward
   ☐ Sidewalk(s) _____
   ☐ Park(s) _____

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe Nearby parking deck and street parking will be sufficient.

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

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

Describe Typically, 3 BSD event staff will be on site during the Market. We will also have community volunteers (when available).

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

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe On-duty officers will provide extra patrols.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 9 a.m.

Time music will end 2 p.m.

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

Retention: Active +1 year

14. Will there be signage in the area of the event? YES ☑ NO ☐

Number of signs/banners one large sign on south end of parking lot, 5-6 A-frame signs, 2 banners

Size of signs/banners approx 20'x16' sign on south end of parking lot, A-frame signs are 2'x3', banners are 14'x5'

Submit a photo/drawing of the sign(s). **A sign permit may be required.**

15. Will food/beverages/merchandise be sold? YES ☑ NO ☐

- Peddler/vendor permits must be submitted to the Clerk's Office, **at least two weeks prior to the event.**
- You must obtain approval from the Oakland County Health Department for all food/beverage sales/donations. Contact ehclerk@oakgov.com or 248-535-9612 to obtain Health Department approval.
- There is a $50.00 application fee for all vendors and peddlers, in addition to the $10.00 daily fee, per location.

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	1-70	10'x10' and 10'x20'
Portable Toilets	3	2 reg & 1 handicap
Rides		
Displays		
Vendors	1-70	
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Birmingham Farmers Market

EVENT DATE Sundays, May 3 - October 25, 2026

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

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

Jaimi Brook 1/23/26

Signature Date

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

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

V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

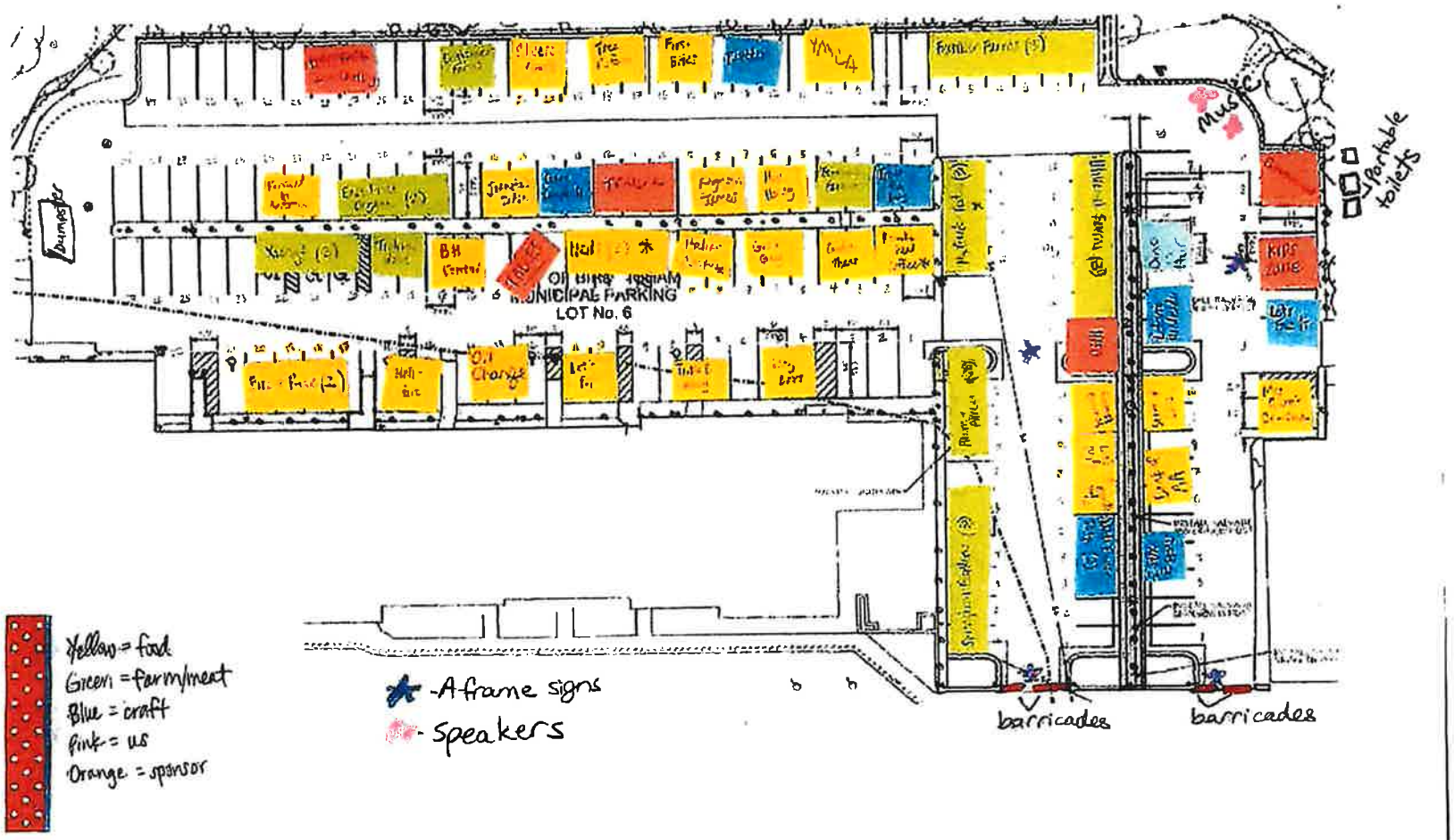
VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

VII. A copy of the letter and the distribution list must be submitted to the Clerk's Office at least two weeks prior to the commission meeting.

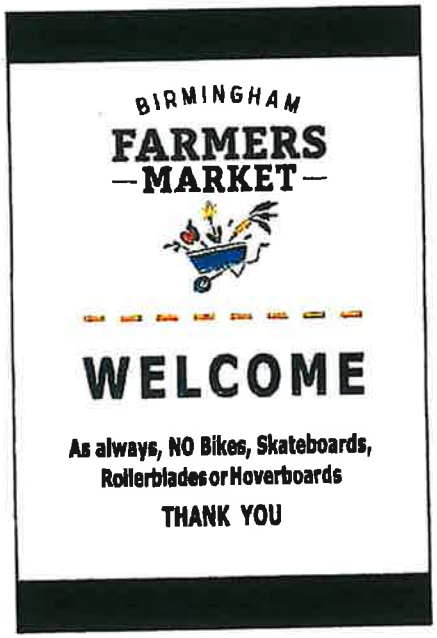
VIII. If street closures are necessary, a map must be included with the letter to the affected property/business owners.

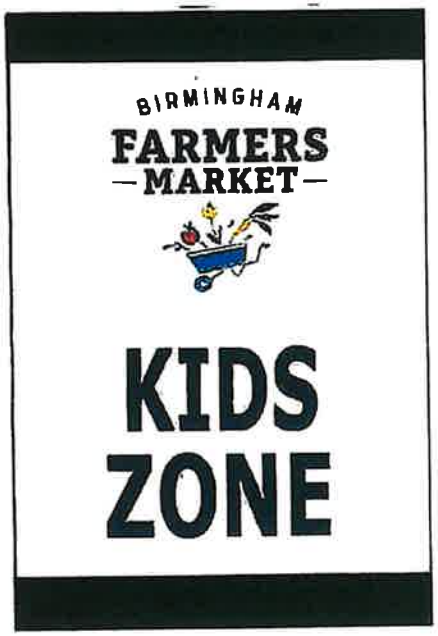
Retention: Active +1 year

Sample Lot 6


MUNICIPAL PARKING
LOT No. 6
Dumpster
Portable toilets
Kids zone
barricades
barricades
Yellow = food
Green = farm/meat
Blue = craft
Pink = us
Orange = sponsor
- A frame signs
- speakers

FM signage
4-14-21
2x3 ft. Coroplast





Sample
A-frame
Signs

Sample of previous sign

left side of sign

right side of sign

michigan municipal league Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham

151 Martin St., PO Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001444024	7/1/2026	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Birmingham Principal Shopping District
151 Martin St.
Birmingham, MI 48009

Date Issued: 5/27/2025

By: _____
Authorized Representative

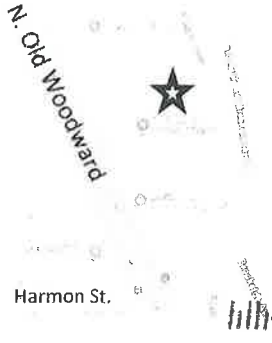
MML-1(11/99)

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

FIRST-CLASS METROPLEX MI 480
29 JAN 2026 PM 3 L

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.61⁰
02 7W
0008029208 JAN 29 2026

CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009



Harmon St.

NOTIFICATION

January 28, 2026
TO: Birmingham Business Owner/Property Owner

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold the following special event. The code further requires that we notify any property owners or business owners that may be affected by the special event of the date and time that the city commission will consider our request so that an opportunity exists for comments prior to this approval.

NAME OF EVENT: **Birmingham Farmers Market**

LOCATION: **Parking Lot #6 on N. Old Woodward**

DATES/TIMES: **Sundays only, May 3 – October 25, 2026, 9:00 am – 2:00 pm**

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

The market offers the community an opportunity to purchase fresh produce directly from growers. Throughout the season more than 70 booths feature a diverse array of Michigan-grown produce including vegetables, fruits, flowers and garden plants, plus prepared foods, baked goods, and soaps.

HOURS OF SET-UP **7:00 am to 9:00 am** HOURS OF TEAR-DOWN **2:00 pm to 3:30 pm**

DATE OF CITY COMMISSION MEETING: **Monday, February 23, 2026 at 7:00pm**

The City Commission will meet in the Municipal Building. Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: https://zoom.us/j/655079760 Meeting ID: 655079760. 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.

EVENT ORGANIZER: Birmingham Shopping District

ADDRESS: 151 Martin Street, Birmingham, MI 48009

PHONE: 248-530-1200 day of cell—248-508-5518

DEPARTMENT APPROVALS

EVENT NAME: Farmers Market
LICENSE NUMBER # 26-00013272
COMMISSION HEARING DATE: 02/23/26
NOTE TO STAFF: Please submit approval by 02/09/26
DATE OF EVENT: 05/03-10/25/26

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	All tents and canopies to be weighted down.		$1399.20	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	See attached City Event Bulletin		$0.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 Officers for Super Farmer Day on 7/19/26.		$500.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Estimate based on actual costs of DPS services requested by BSD for this event in previous years. Additional costs may apply should scope of work change.		$5,500	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	None	None	0	0
PARKING	AF	Parking is free at all meters and garages on Sunday's.	None	0	0

INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165	
			TOTALS: Estimated and Actual Costs	**$7,564.20**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 2/10/26
h:\shared\special events\- general information\approval page.doc

MEMORANDUM

Police Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Scott Grewe, Chief of Police

SUBJECT: Police Towing Contract Extension

INTRODUCTION:

In January 2023, the police department requested sealed invitations to bid (ITBs) for the towing and storage of impounded, abandoned, accident and other motor vehicles. Invitations to bid were solicited via the Michigan Intergovernmental Trade Network (MITN). Bids were publicly opened on January 20, 2023, in the City Commission room.

One bid was submitted from Bob Adams Towing.

BACKGROUND:

The current agreement with Bob Adams Towing was signed in 2023, as a three-year term with an option to extend up to two years by mutual agreement. The initial three-year agreement is set to expire on February 25, 2026.

LEGAL REVIEW:

The city attorney reviewed and signed the Agreement (Attachment A) which was part of invitation to bid. That contract was for a three-year term with an option to extend up to two years by mutual agreement. The initial three-year term will expire on February 25, 2026, subject to the approval of the two-year extension to extend the contract to expire February 25, 2028.

Documentation from Bob Adams Towing is attached confirming that Joseph Jacob, the owner of Bob Adams Towing, wishes to extend the contract for the additional two years at the same terms until February 25, 2028.

FISCAL IMPACT:

There is no change in the fees assessed by Bob Adams Towing per the terms in the initial contract. The only cost to the City would be if a City entity required the use of Bob Adams Towing for City purposes.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
None required.

SUMMARY:
The police department recommends approving the extension of the contract with Bob Adams Towing. The City has used Bob Adams Towing for many years, and even with a change in ownership, we have continued to have a successful working relationship.

ATTACHMENTS:
1. Bob Adams Towing- Addendum to Extend Contract with Insurance
2. Bob Adams Towing- Original Contract Agreement
3. Email Document From Bob Adams Towing

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the addendum to extend the contract with Bob Adams Towing for towing and storage of impounded, abandoned, accident and other motor vehicles until February 26th, 2028. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

ADDENDUM TO EXTEND THE
BOB ADAMS TOWING
TOWING AND STORAGE OF VEHICLES CONTRACT
2023-2026

THIS ADDENDUM to extend the Bob Adams Towing Contract 2023-2026, by and between the **CITY OF BIRMINGHAM,** having its principal municipal office at 151 Martin Street, Birmingham, MI and **BOB ADAMS TOWING** having its principal office at 2499 Cole St, Birmingham, MI 48009.

WHEREAS, the City and Bob Adams Towing entered into a Towing and Storage of Vehicles Contract 2023-2026 on February 26, 2023, which is attached hereto as Attachment A; and,

WHEREAS, pursuant to paragraph 2, Term of said Agreement, the parties desire to extend the term of the agreement to February 26, 2028.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

2. Term. This Agreement shall be for a period of two (2) years commencing on February 26, 2026 through February 26, 2028. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all towing and storage of impounded, abandoned, accident and other motor vehicle services prepared by the Contractor through such date.

All other provisions of the Pavement Markings Contract dated February 26, 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed on this_____day of_____ 2026.

BOB ADAMS TOWING

By: _____
Joseph Jacob, President
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

On this 12 day of February, 2026, before me personally appeared Joseph Jacob, President who acknowledged that with authority on behalf of **Bob Adams Towing** to do so he signed this Agreement.

Jennifer L Davis
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan

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

My commission expires: 12-18-2030

CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By: _____
Alexandria D. Bingham, Clerk

Approved:

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

Ryan J. Kearney, Acting Chief of Police
(Approved as to substance)

Mary Chavez, Director of Finance
(Approved as to financial obligation)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	**CONTACT NAME:** Angie Phipps **PHONE (A/C, No, Ext):** 734-929-6058 **FAX (A/C, No):** 517-263-6658 **E-MAIL ADDRESS:** angie.phipps@kapnick.com
INSURED JAKETOW-01 Jake's Acquisitions Inc. dba Bob Adams Towing Jake's Towing 2499 Cole St. Birmingham MI 48009	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Fremont Insurance Company — 13994 **INSURER B :** Fremont Insurance Company — 13994 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 219965200 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		CPP 0122514 01	7/15/2025	7/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		CAP 0042708 01	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP 0040113 01	7/15/2025	7/15/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WCP0034959 00	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A A	Motor Truck Cargo - On Hook Garagekeepers			CPP 0122514 01 CPP 0122514 01	7/15/2025 7/15/2025	7/15/2026 7/15/2026	Per Truck Limit See Below	$500,000

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

Motor Truck Cargo - On Hook Deduct - $1,000

Garagekeepers Locations:
2499 Cole St. Birmingham, MI 48009 -Limit $300,000
2230 Pontiac Rd. Auburn Hills, MI 48326 - Limit $300,000

Garagekeepers Limit Deduct: Comp $1,000 per auto; Coll $1,000 per auto; $3,000 max per claim

See Attached...

CERTIFICATE HOLDER

Birmingham Police
151 Martin St.
Birmingham MI 48009

CANCELLATION

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

James A Kapnick

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AGENCY CUSTOMER ID: JAKETOW-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kapnick Insurance Group	Jake's Acquisitions Inc. dba Bob Adams Towing Jake's Towing 2499 Cole St. Birmingham MI 48009
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY
-CG FM 30 (04 14) – Blanket Additional Insured (Including Completed Operations) -Automatic Status When Required by Written Contract or Agreement on a Primary and Noncontributory basis with Waiver of Subrogation included

AUTOMOBILE LIABILITY
-CA FM 35 (10 13) – Blanket Additional Insured - Automatic Status When Required by Written Contract or Agreement on a Primary and Noncontributory basis with Waiver of Subrogation included

UMBRELLA LIABILITY
- Follows Form

Certificate holder is listed as Additional Insured.

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ATTACHMENT A – AGREEMENT

AGREEMENT FOR SERVICES

For TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES

THIS AGREEMENT is entered into this 20th day of January, 2023, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Bob Adams Towing a Michigan S (Corporation, P.C., LLC, etc.), whose address is 2499 Cole, Birmingham, MI, 48009, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires a towing services Contractor for towing and storage of the City's vehicle impounds, and in connection therewith has requested bids for towing and storage of impounded, abandoned, accident and other motor vehicles; and

WHEREAS, the Contractor has qualifications that meet the project requirements and has provided a response and cost bid to perform the towing and storage of impounded, abandoned, accident and other motor vehicles.

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

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Invitation to Bid for TOWING AND STORAGE OF IMPOUNDED, ABANDONED, ACCIDENT AND OTHER MOTOR VEHICLES, dated January 2, 2023, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.")

2. **TERM:** This Agreement shall have a term of three (3) years from the date stated above with an option to extend for two (2) additional years at same rate with mutual consent. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all towing and storage of impounded, abandoned, accident and other motor vehicle services prepared by the Contractor through such date.

3. **TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

otherwise specified by the City.

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

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

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

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

8. COMPLIANCE WITH LAWS: The Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the

Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

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

$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

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

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

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

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

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;

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

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Officer Gina Moody

Contractor:
Bob Adams Towing
2499 Cole St, Birmingham, MI, 48009
(248)644-5000
Attn: Jennifer & Joe Jacob

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Contractor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

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

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

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

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

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

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

20. RESPONSE TO REQUESTS FOR BIDS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Contractor, to the City's Invitation to Bids dated January 2, 2023. In the event of a conflict in any of the terms of this Agreement and the Contractor (January 13, 2023 response), the terms of this Agreement shall prevail. (Attached hereto as Attachment "A")

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

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

_____(Contractor)

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 20 day of January, 2023, before me personally appeared Joseph Mark Jacob who acknowledged that with authority on behalf of Bob Adams Towing to do so he/she signed this Agreement.

_____
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 12-18-24

JENNIFER L DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 18, 2024
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Thomas M. Markus, City Manager
(Approved as to substance)

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

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

BIRMINGHAM
A WALKABLE CITY

Gina Moody <gmoody@bhamgov.org>

Renewal Agreement

1 message

jennjacob@bobadamstowing.com <jennjacob@bobadamstowing.com> Mon, Jan 26, 2026 at 2:26 PM
To: Gina Moody <GMoody@bhamgov.org>, Joe Jacob <joejacob@bobadamstowing.com>, Jennifer Jacob <jennjacob@bobadamstowing.com>

Good afternoon,

This email is to notify The City of Birmingham Police Department that Bob Adams Towing would like to extend the contract originally agreed upon for the next two years effective February 26, 2026 through February 25, 2028 . We appreciate the opportunity to continue to service the Birmingham PD and look forward to working within the community . Gina it was a pleasure to speak to you earlier and please let me know if you should require any further documents you may need.

Best Regards,

Jennifer Jacob – Vice President Bob Adams Towing

Joe Jacob- President Bob Adams Towing

2499 Cole St.

Birmingham, MI. 48009

248-644-5000 ext# 313

MEMORANDUM

Department of Public Services

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Carrie Laird, Parks and Recreation Manager
Brad McNab, Parks and Recreation Assistant Manager

SUBJECT: Park Rules and Regulations

INTRODUCTION:

Chapter 78, Section 78-81 of the Birmingham City Code of Ordinances authorizes the City Commission to adopt rules and regulations governing the use of municipal parks and public grounds. In addition, Section 78-32 provides that the Parks and Recreation Board shall recommend rules and regulations necessary to administer park use and to protect public property and the health, safety, welfare, and enjoyment of the public.

The City's Park Rules and Regulations are periodically reviewed and updated to reflect current operations, community use patterns, and applicable ordinances. The last revision occurred in 2021. This memorandum updates prior staff reports and supports the adoption and implementation of the Park Rules and Regulations recommended by the Parks and Recreation Board at its January 13, 2026 meeting.

The 2021 version of the Park Rules and Regulations is in need of an update, with suggested changes attached to this memo.

BACKGROUND:

The Park Rules and Regulations are published on the City of Birmingham website and are referenced through signage posted throughout the park system. Park signs include QR codes that link directly to the full Rules and Regulations, while supplemental signage is installed where activity-specific rules apply, such as dog restrictions, athletic facilities, skate park rules, fishing regulations, parking limitations, and permitted event areas.

Staff worked in coordination with the Parks and Recreation Board and the City Attorney to review the existing rules, identify outdated or unclear provisions, and ensure consistency with current City ordinances and operational practices. The resulting 2026 update reflects how Birmingham parks are used today and provides clearer guidance for both park patrons and enforcement staff.

Park Rules and Regulations- Recommended Changes

- Update rule 18 to include banning sky lantern use in parks or public property
- Create a rule banning use of drones except by law enforcement or City led activities
- Create a rule regarding the use of metal detectors in parks or public property
- Create a rule allowing the use of class 1 and class 2 e-bikes in all parks and trail systems
- Update rule 26 to include banning the use of remote control boats in Quarton Lake
- Update rule 28 to ban the feeding of any animals in parks or golf courses
- Update dog park rules to inform users on the procedure in the event of a dog-related incident
- Update rules for tennis courts to include banning the use of electric boards
- Update rules for tennis courts to allow private instructions and classes by permit only
- Update rules for tennis courts to allow pickleball at Crestview Park, Poppleton Park, and any others designated by the Department of Public Services

LEGAL REVIEW:
The City Attorney reviewed the Park Rules and Regulations prior to the January 13, 2026 Parks and Recreation Board meeting, to ensure consistency with the Birmingham Code and applicable State law. The revisions reflect collaboration between staff, the Parks and Recreation Board, and the City Attorney to improve clarity, enforceability, and public understanding.

FISCAL IMPACT:
The updated Park Rules and Regulations have minimal fiscal impact. Any necessary updates to park signage will be completed using existing Parks and Recreation operating funds. Staff estimates this to cost $3,050.

SUSTAINABILITY:
The 2026 Park Rules and Regulations support the City of Birmingham's ongoing commitment to environmental stewardship, resource conservation, and long-term sustainability of public spaces. The updated rules reinforce responsible park use practices that protect natural resources while ensuring parks remain safe, accessible, and enjoyable for future generations.

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
The updated Park Rules and Regulations will be:

- Posted on the City of Birmingham website
- Linked through park signage QR codes
- Shared through City communication channels and social media

SUMMARY:
The 2026 Park Rules and Regulations provide a modern, clear, and consistent framework for

the use of Birmingham's parks and public spaces. These updates enhance public safety, protect City assets, and support welcoming, inclusive, and well-maintained parks for residents and visitors. Staff recommends the updated version of the Park Rules and Regulations recommended by the Parks and Recreation Board on January 13, 2026 for adoption by the City Commission.

ATTACHMENTS:

1. 2021 version of the City of Birmingham Park Rules and Regulations
2. A red-lined markup version showing all modifications to the Park Rules and Regulations
3. A clean copy of the Park Rules and Regulations updated with recommended changes

SUGGESTED COMMISSION ACTION:

Make a motion to adopt the Park Rules and Regulations as recommended on January 13, 2026 by the Parks and Recreation Board, and authorize continued implementation and enforcement of the updated rules governing the use of City of Birmingham parks and public property.

Rules and Regulations

Use of Parks & Park Permits

1. The use of any City of Birmingham park or facility is at your own risk. The City does not assume responsibility for injury or for any loss, theft or damage to personal items.

2. A rental permit is required for reservation of all city facilities. No refund of the rental fee shall be made due to inclement weather. Park permits may not be assigned or otherwise transferred. A hold harmless agreement must be executed in order to obtain a permit.

3. A person holding a park permit shall maintain such permit in his or her possession at all times while utilizing the municipal facility. Such permit shall be presented by its holder upon request by a City official or employee. A permit does not give its holder exclusive use of the entire park, except for Springdale Shelter.

4. All set-up/clean-up must be done by the permit holder.

5. All parks must be maintained and left in a neat and clean condition, with garbage and refuse prepared for proper disposal. The person or entity in whose name the rental permit is issued shall be responsible for leaving the facility in a clean and orderly condition. Further, the permit holder accepts full responsibility for all damage to City property as a result of its activities. A fee may be assessed should clean up or repair by the City become necessary. This fee shall include, but is not limited to, all labor, equipment and administration expense incurred by the City.

6. Any equipment, valuables, or clothing left in or around the park shelter on closing shall be kept at the City of Birmingham Parks and Recreation office for two weeks. Contact the office at (248) 530-1642 to make arrangements for pick-up.

7. The City reserves first priority with regard to the use of all City Parks. A park permit grants its holder a permit to use the park or public property for a specified date and time and is revocable by the City. The City may order revocation of a park permit, at any time with refund of fees paid, and all permits are granted with this understanding.

8. The Director of Public Services may, subject to the approval of the City Manager and the City Commission, establish supplemental regulations for all uses requiring the issuance of a permit for use of municipal facilities and fees for the use of the various facilities.

Alcoholic Beverages & Intoxicants

9. It shall be unlawful for any person to possess or consume any alcoholic liquor, intoxicants, including spirits, beer or wine, in any recreational facility, city owned property or park operated by the City or during any function, sporting event, skating exhibition, dance or other event; unless such alcoholic beverages were purchased on city owned premises from a duly licensed vendor or served in accordance with a Special Event permit issued through the City Clerk's office. Birmingham Golf Courses have MLCC-issued liquor licenses.

Smoking

10. Smoking of tobacco or any other substance, or smoking, consumption or use of marijuana products, or use of vapor producing products such as an e-cigarette or similar device, is strictly prohibited pursuant to city ordinance, in all buildings, facilities, parks and playgrounds operated and maintained by the City of Birmingham.

Park Hours

11. City parks and public property are open between the hours of 6:00 am to 10:00 pm except as noted below or as posted. Between the hours of 10:00 pm to 6:00 am, parks and public property are closed and during such hours, no person shall enter into or remain on such property, except those persons whose presence is related to or in connection with a municipal activity.

(1) Springdale Park hours shall coincide with Springdale Golf Course hours and park rentals. The closing of the park is up to the discretion of the City of Birmingham Representative on duty.
(2) The Skate Park is open from 8:00 am to 10:00 pm.

For purposes of this section, public property shall be deemed to be property zoned as public property under the provisions of chapter 126.

Animals

12. Leashed dogs are allowed in any public park except in those areas as designated and posted by the Department of Public Services. Dogs are allowed on public property as long as they are restrained by a six foot maximum length chain or leash and under the reasonable control of some person. Owners and walkers of dogs on public property must comply with all City ordinances, including Chapter 18, Article II, pertaining to dogs and cats.

Sec. 18-33 Restraint of dogs.

It shall be unlawful for any owner of any dog to permit the dog to go beyond the premises of such owner unless restrained by a chain or leash and under the reasonable control of some person. (Code 1963, § 9.80(1))

13. Dogs are not permitted in any public playground or in any **other** area designated by the Department of Public Services. These areas shall generally include, but shall not be limited to, areas under and immediately adjacent to play structures and play equipment; sandboxes; the playing surface of ball fields, soccer fields, tennis courts, outdoor ice rinks, golf courses and sledding hills, when such areas are in use; pavilions and stages; fountains; and in areas designated for City permitted events and functions of concentrated use during said event or function.

Sanitation

14. The owner or walker of a dog is responsible for the collection of all fecal matter and the disposal of such fecal matter in an appropriate city waste receptacle or in accordance with ordinance Section 18-35 Sanitation.

Sec. 18-35 Sanitation.

(a) It shall be unlawful for any person to permit any animal owned or harbored by him to deposit fecal matter in any place other than the premises where the animal is harbored or kept, unless such fecal matter is immediately collected and removed to the premises where the animal is harbored or kept.
(b) It shall be unlawful for any person to walk any animal on any property not owned by such person, whether public or private, unless such person has an appropriate device for the collection of fecal matter in his immediate possession and an appropriate depository for the transmission of fecal matter to the premises where the animal is harbored or kept.
(Code 1963, § 9.95; Ord. No. 1586, 4-18-94)

Sound Amplification

15. The use of loudspeakers or other sound enhancing equipment for the amplification of sound or music is prohibited, unless allowed by permit issued by the City. Any amplification must be reasonable as to not disturb the peace.

Fires

16. Open burning of any kind is prohibited at all city parks and facilities No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper, charcoal or other flammable material at any park, facility or trail. However, the use of barbecue burners or cooking in the picnic area at Springdale Park is permissible. No person shall leave the immediate vicinity of any fire, which he/she has started or used without first extinguishing the fire.

Fireworks & Explosives

17. No person shall bring into a park, or public property or have in his possession, or set off or otherwise cause to explode any firecrackers, torpedo, rocket or other fireworks or explosives, or discharge them or throw them into any park area from land or property adjacent thereto.

Obstructions; Damage; Fences; Disposal

18. No person shall obstruct any walkway or driveway in any public park or playground. No person shall injure, mar or damage, in any manner, any monument, ornament, fence, bridge, seat, tree, fountain, shrub, herbaceous plant, flower, playground equipment, or other public property within or pertaining to such parks.

19. No person shall interfere with any fence constructed in or about any park; or deface, injure, remove, or destroy any tree, shrub, herbaceous plant, flower, or turf in any park or boulevard; or remove any dirt, sand or earth from any park or boulevard, or otherwise remove, destroy or injure any property therein; or leave or deposit any filth, rubbish, dirt, wastepaper or other refuse in any place in any park or boulevard except in containers provided in parks for that purpose. Dumping or disposal of household or commercial waste transported from off-site to city property is prohibited.

Peddling, Vending, Advertising and Signs

20. No person shall engage in the business of peddling or vending in any City of Birmingham Park without first obtaining a license from

the city clerk's office. Contact the office at (248) 530-1880 for additional information.

21. No person shall expose, distribute, place any sign, advertisement, circular notice, or statement, or display any banner, City of Birmingham emblem, or design without written permission from the City.

22. Decorations may be attached to the Springdale shelter by means of masking or cellophane tape only. There should be no decorations drilled, fastened, or otherwise attached to the shelter with materials such as staples, nails, or tacks.

Boating

23. No person shall place or operate any boat propelled by any engine in or upon waters in any park in the city, including the water of Quarton Lake.

Fishing and Wildlife

24. Subject to State of Michigan fishing licenses regulations, fishing in a body of water in a Birmingham park, including Quarton Lake is allowed. Fishing is not allowed at either Lincoln Hills Golf Course or Springdale Golf Course.

25. No person shall feed any geese, ducks, birds or other fowl in any City Park or any municipal Golf Course.

26. No person, except an authorized city employee shall injure, kill or capture any wild bird, or disturb any wild bird's nest or the contents thereof.

Swimming

27. Swimming and/or wading is prohibited in any lake, river, public fountain or public pond in the City of Birmingham.

Vehicles

28. No vehicles, except authorized City vehicles, are allowed to be driven across lawns, sidewalks, or any other park surface for any reason.

29. No person shall operate, use, ride, or pull another individual on a wheeled vehicle, on City-owned tennis courts, basketball courts, fountains and stone work ledges. Prohibited wheeled vehicles include, but are not limited to, in-line skates, skateboards, bicycles, hover boards, wagons, roller-skates, and scooters.

30. It is unlawful for any person to operate any motorized vehicle, trail bike, all-terrain vehicle, or similar type of motorized sport vehicle anywhere in any park or trail, except for the proper use of golf carts on city golf courses.

Violation of Rules & Regulations

31. Violation of these rules or other posted rules is a misdemeanor punishable by a fine up to $500, or imprisonment for a term not exceeding 90 days, or both.

City Commission Approval: 3/8/2021
Parks and Recreation Board Approval 12/1/2020

Park Rules and Regulations

Use of City Parks and Facilities & Park Permits

1. Users of City of Birmingham Parks and facilities are expected to abide by the rules posted at each individual facility. Parks and facilities include, but are not limited to, the following: The Skate Park, The Dog Park, Tennis Courts, and Pickleball Courts.

2. The use of any City of Birmingham park or facility is at your own risk. The City does not assume responsibility for injury or for any loss, theft or damage to personal items.

3. A rental permit is required for reservation of all city facilities. No refund of the rental fee shall be made due to inclement weather. Park permits may not be assigned or otherwise transferred. A hold harmless agreement must be executed in order to obtain a permit.

4. A person holding a park permit shall maintain such permit in his or her possession at all times while utilizing the municipal facility. Such permit shall be presented by its holder upon request by a City official or employee. A permit does not give its holder exclusive use of the entire park, except for Springdale Shelter.

5. All set-up/clean-up must be done by the permit holder.

6. All parks must be maintained and left in a neat and clean condition, with garbage and refuse prepared for proper disposal. The person or entity in whose name the rental permit is issued shall be responsible for leaving the facility in a clean and orderly condition. Further, the permit holder accepts full responsibility for all damage to City property as a result of its activities. A fee may be assessed should clean up or repair by the City become necessary. This fee shall include, but is not limited to, all labor, equipment and administration expense incurred by the City.

7. Any equipment, valuables, or clothing left in or around the park shelter on closing shall be kept at the City of Birmingham Parks and Recreation office for two weeks. Contact the office at (248) 530-1642 to make arrangements for pick-up.

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9. The Director of Public Services may, subject to the approval of the City Manager and the City Commission, establish supplemental regulations for all uses requiring the issuance of a permit for use of municipal facilities and fees for the use of the various facilities.

Alcoholic Beverages & Intoxicants

10. It shall be unlawful for any person to possess or consume any alcoholic liquor, intoxicants, including spirits, beer or wine, in any recreational facility, city owned property or park operated by the City or during any function, sporting event, skating exhibition, dance or other event; unless such alcoholic beverages were purchased on city owned premises from a duly licensed vendor or served in accordance with a Special Event permit issued through the City Clerk's office. Birmingham Golf Courses have MLCC-issued liquor licenses.

Smoking

11. Smoking of tobacco or any other substance, or smoking, consumption or use of marijuana products, or use of vapor producing products such as an e-cigarette or similar device, is strictly prohibited pursuant to city ordinance, in all buildings, facilities, parks and playgrounds operated and maintained by the City of Birmingham.

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(1) Springdale Park hours shall coincide with Springdale Golf Course hours and park rentals. The closing of the park is up to the discretion of the City of Birmingham Representative on duty.
(2) The Skate Park shall be closed from 10:00 pm to 8:00 am.

For purposes of this section, public property shall be deemed to be property zoned as public property under the provisions of chapter 126.

Animals

13. Leashed dogs are allowed in any public park except in those areas as designated and posted by the Department of Public Services. Dogs are allowed on public property as long as they are restrained by a six foot maximum length chain or leash and under the reasonable control of some person. Owners and walkers of dogs on public property must comply with all City ordinances, including Chapter 18, Article II, pertaining to dogs and cats.

Sec. 18-33 Restraint of dogs.

It shall be unlawful for any owner of any dog to permit the dog to go beyond the premises of such owner unless restrained by a chain or leash and under the reasonable control of some person. (Code 1963, § 9.80(1))

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Sec. 18-35 Sanitation.

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(b) It shall be unlawful for any person to walk any animal on any property not owned by such person, whether public or private, unless such person has an appropriate device for the collection of fecal matter in his immediate possession and an appropriate depository for the transmission of fecal matter to the premises where the animal is harbored or kept.
(Code 1963, § 9.95; Ord. No. 1586, 4-18-94)

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Fireworks, Sky Lanterns & Explosives

18. No person shall bring into a park, or public property or have in his possession, or set off or otherwise cause to explode any firecrackers, torpedo, rocket, sky lanterns, fireworks or explosives, or discharge them or throw them into any park area from land or property adjacent thereto.

Drone Usage (includes remote control planes)

19. The general public is not permitted to use drones within the City of Birmingham's park system. Drones may be used to conduct official City business such as aerial mapping, by law enforcement, or other City led activities only.

Obstructions; Damage; Fences; Disposal

20. No person shall obstruct any walkway or driveway in any public park or playground. No person shall injure, mar or damage, in any manner, any monument, ornament, fence, bridge, seat, tree, fountain, shrub, herbaceous plant, flower, playground equipment, or other public property within or pertaining to such parks.

21. No person shall interfere with any fence constructed in or about any park; or deface, injure, remove, or destroy any tree, shrub, herbaceous plant, flower, or turf in any park or boulevard; or remove any dirt, sand or earth from any park or boulevard, or otherwise remove, destroy or injure any property therein; or leave or deposit any filth, rubbish, dirt, wastepaper or other refuse in any place in

any park or boulevard except in containers provided in parks for that purpose. Dumping or disposal of household or commercial waste transported from off-site to city property is prohibited.

Metal Detecting

22. The use of a metal detector must be approved by the Department of Public Services by issuance of a park permit. No digging is permitted with the use of a metal detector.

Peddling, Vending, Advertising and Signs

23. No person shall engage in the business of peddling or vending in any City of Birmingham Park without first obtaining a license from the city clerk's office. Contact the office at (248) 530-1880 for additional information.

24. No person shall expose, distribute, place any sign, advertisement, circular notice, or statement, or display any banner, City of Birmingham emblem, or design without written permission from the City.

25. Decorations may be attached to the Springdale shelter by means of masking or cellophane tape only. There should be no decorations drilled, fastened, or otherwise attached to the shelter with materials such as staples, nails, or tacks.

Boating

26. No person shall place or operate any boat including by remote control, propelled by any engine in or upon waters in any park in the city, including the water of Quarton Lake.

Fishing and Wildlife

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28. No person shall feed any animals including deer, cats, geese, ducks, birds or other fowl in any City Park or any municipal Golf Course.

29. No person, except an authorized city employee shall injure, kill or capture any wild bird, or disturb any wild bird's nest or the contents thereof.

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30. Swimming and/or wading is prohibited in any lake, river, public fountain or public pond in the City of Birmingham.

Vehicles

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32. No person shall operate, use, ride, or pull another individual on a wheeled vehicle, on City-owned tennis courts, basketball courts, fountains and stone work ledges. Wheeled prohibited vehicles include, but are not limited to, in-line skates, skateboards, bicycles, hover boards, wagons, roller-skates, and scooters.

33. It is unlawful for any person to operate any motorized vehicle, trail bike, all-terrain vehicle, or similar type of motorized sport vehicle anywhere in any park or trail, except for the proper use of golf carts on city golf courses.

Electric Bikes (e-bikes)

34. Class 1 and Class 2 e-bikes are permitted in all City of Birmingham parks and trail systems. Class 3 e-bikes and out of class e-bikes are not allowed.

Violation of Rules & Regulations

35. Violation of these rules or other posted rules is a misdemeanor punishable by a fine up to $500, or imprisonment for a term not exceeding 90 days, or both.

City Commission Approval: mm/dd/yyyy
Parks and Recreation Board Approval mm/dd/yyyy

Park Rules and Regulations

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6. All parks must be maintained and left in a neat and clean condition, with garbage and refuse prepared for proper disposal. The person or entity in whose name the rental permit is issued shall be responsible for leaving the facility in a clean and orderly condition. Further, the permit holder accepts full responsibility for all damage to City property as a result of its activities. A fee may be assessed should clean up or repair by the City become necessary. This fee shall include, but is not limited to, all labor, equipment and administration expense incurred by the City.

7. Any equipment, valuables, or clothing left in or around the park shelter on closing shall be kept at the City of Birmingham Parks and Recreation office for two weeks. Contact the office at (248) 530-1642 to make arrangements for pick-up.

8. The City reserves first priority with regard to the use of all City Parks. A park permit grants its holder a permit to use the park or public property for a specified date and time and is revocable by the City. The City may order revocation of a park permit, at any time with refund of fees paid, and all permits are granted with this understanding.

9. The Director of Public Services may, subject to the approval of the City Manager and the City Commission, establish supplemental regulations for all uses requiring the issuance of a permit for use of municipal facilities and fees for the use of the various facilities.

Alcoholic Beverages & Intoxicants

10. It shall be unlawful for any person to possess or consume any alcoholic liquor, intoxicants, including spirits, beer or wine, in any recreational facility, city owned property or park operated by the City or during any function, sporting event, skating exhibition, dance or other event; unless such alcoholic beverages were purchased on city owned premises from a duly licensed vendor or served in accordance with a Special Event permit issued through the City Clerk's office. Birmingham Golf Courses have MLCC-issued liquor licenses.

Smoking

11. Smoking of tobacco or any other substance, or smoking, consumption or use of marijuana products, or use of vapor producing products such as an e-cigarette or similar device, is strictly prohibited pursuant to city ordinance, in all buildings, facilities, parks and playgrounds operated and maintained by the City of Birmingham.

Park Hours

12. City parks and public property are open between the hours of 6:00 am to 10:00 pm except as noted below or as posted. Between the hours of 10:00 pm to 6:00 am, parks and public property are closed and during such hours, no person shall enter into or remain on such property, except those persons whose presence is related to or in connection with a municipal activity.

(1) Springdale Park hours shall coincide with Springdale Golf Course hours and park rentals. The closing of the park is up to the discretion of the City of Birmingham Representative on duty.
(2) The Skate Park shall be closed from 10:00 pm to 8:00 am.

For purposes of this section, public property shall be deemed to be property zoned as public property under the provisions of chapter 126.

Animals

13. Leashed dogs are allowed in any public park except in those areas as designated and posted by the Department of Public Services. Dogs are allowed on public property as long as they are restrained by a six foot maximum length chain or leash and under the reasonable control of some person. Owners and walkers of dogs on public property must comply with all City ordinances, including Chapter 18, Article II, pertaining to dogs and cats.

Sec. 18-33 Restraint of dogs.

It shall be unlawful for any owner of any dog to permit the dog to go beyond the premises of such owner unless restrained by a chain or leash and under the reasonable control of some person. (Code 1963, § 9.80(1))

14. Dogs are not permitted in any public playground or in any **other** area designated by the Department of Public Services. These areas shall generally include, but shall not be limited to, areas under and immediately adjacent to play structures and play equipment; sandboxes; the playing surface of ball fields, soccer fields, tennis courts, outdoor ice rinks, golf courses and sledding hills, when such areas are in use; pavilions and stages; fountains; and in areas designated for City permitted events and functions of concentrated use during said event or function.

Sanitation

15. The owner or walker of a dog is responsible for the collection of all fecal matter and the disposal of such fecal matter in an appropriate city waste receptacle or in accordance with ordinance Section 18-35 Sanitation.

Sec. 18-35 Sanitation.

(a) It shall be unlawful for any person to permit any animal owned or harbored by him to deposit fecal matter in any place other than the premises where the animal is harbored or kept, unless such fecal matter is immediately collected and removed to the premises where the animal is harbored or kept.
(b) It shall be unlawful for any person to walk any animal on any property not owned by such person, whether public or private, unless such person has an appropriate device for the collection of fecal matter in his immediate possession and an appropriate depository for the transmission of fecal matter to the premises where the animal is harbored or kept.
(Code 1963, § 9.95; Ord. No. 1586, 4-18-94)

Sound Amplification

16. The use of loudspeakers or other sound enhancing equipment for the amplification of sound or music is prohibited, unless allowed by permit issued by the City. Any amplification must be reasonable as to not disturb the peace.

Fires

17. Open burning of any kind is prohibited at all city parks and facilities No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper, charcoal or other flammable material at any park, facility or trail. However, the use of barbecue burners or cooking in the picnic area at Springdale Park is permissible. No person shall leave the immediate vicinity of any fire, which he/she has started or used without first extinguishing the fire.

Fireworks, Sky Lanterns & Explosives

18. No person shall bring into a park, or public property or have in his possession, or set off or otherwise cause to explode any firecrackers, torpedo, rocket, sky lanterns, fireworks or explosives, or discharge them or throw them into any park area from land or property adjacent thereto.

Drone Usage (includes remote control planes)

19. The general public is not permitted to use drones within the City of Birmingham's park system. Drones may be used to conduct official City business such as aerial mapping, by law enforcement, or other City led activities only.

Obstructions; Damage; Fences; Disposal

20. No person shall obstruct any walkway or driveway in any public park or playground. No person shall injure, mar or damage, in any manner, any monument, ornament, fence, bridge, seat, tree, fountain, shrub, herbaceous plant, flower, playground equipment, or other public property within or pertaining to such parks.

21. No person shall interfere with any fence constructed in or about any park; or deface, injure, remove, or destroy any tree, shrub, herbaceous plant, flower, or turf in any park or boulevard; or remove any dirt, sand or earth from any park or boulevard, or otherwise remove, destroy or injure any property therein; or leave or deposit any filth, rubbish, dirt, wastepaper or other refuse in any place in

any park or boulevard except in containers provided in parks for that purpose. Dumping or disposal of household or commercial waste transported from off-site to city property is prohibited.

Metal Detecting

22. The use of a metal detector must be approved by the Department of Public Services by issuance of a park permit. No digging is permitted with the use of a metal detector.

Peddling, Vending, Advertising and Signs

23. No person shall engage in the business of peddling or vending in any City of Birmingham Park without first obtaining a license from the city clerk's office. Contact the office at (248) 530-1880 for additional information.

24. No person shall expose, distribute, place any sign, advertisement, circular notice, or statement, or display any banner, City of Birmingham emblem, or design without written permission from the City.

25. Decorations may be attached to the Springdale shelter by means of masking or cellophane tape only. There should be no decorations drilled, fastened, or otherwise attached to the shelter with materials such as staples, nails, or tacks.

Boating

26. No person shall place or operate any boat including by remote control, propelled by any engine in or upon waters in any park in the city, including the water of Quarton Lake.

Fishing and Wildlife

27. Subject to State of Michigan fishing licenses regulations, fishing in any water park in the City of Birmingham, including Quarton Lake is allowed. Fishing is not allowed at either Lincoln Hills Golf Course or Springdale Golf Course.

28. No person shall feed any animals including deer, cats, geese, ducks, birds or other fowl in any City Park or any municipal Golf Course.

29. No person, except an authorized city employee shall injure, kill or capture any wild bird, or disturb any wild bird's nest or the contents thereof.

Swimming

30. Swimming and/or wading is prohibited in any lake, river, public fountain or public pond in the City of Birmingham.

Vehicles

31. No vehicles, except authorized City vehicles, are allowed to be driven across lawns, sidewalks, or any other park surface for any reason.

32. No person shall operate, use, ride, or pull another individual on a wheeled vehicle, on City-owned tennis courts, basketball courts, fountains and stone work ledges. Wheeled prohibited vehicles include, but are not limited to, in-line skates, skateboards, bicycles, hover boards, wagons, roller-skates, and scooters.

33. It is unlawful for any person to operate any motorized vehicle, trail bike, all-terrain vehicle, or similar type of motorized sport vehicle anywhere in any park or trail, except for the proper use of golf carts on city golf courses.

Electric Bikes (e-bikes)

34. Class 1 and Class 2 e-bikes are permitted in all City of Birmingham parks and trail systems. Class 3 e-bikes and out of class e-bikes are not allowed.

Violation of Rules & Regulations

35. Violation of these rules or other posted rules is a misdemeanor punishable by a fine up to $500, or imprisonment for a term not exceeding 90 days, or both.

City Commission Approval: mm/dd/yyyy
Parks and Recreation Board Approval mm/dd/yyyy

MEMORANDUM

Planning Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Nick Dupuis, Planning Director

SUBJECT: Clinton River Watershed Council - WaterTowns Designation

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INTRODUCTION:

The Clinton River Watershed Council (CRWC) is an organization that works to protect, enhance, and celebrate the Clinton River, its watershed, and Lake St. Clair through education, stewardship, restoration, and community engagement. CRWC's WaterTowns® initiative compels cities to recognize their impact on the Clinton River and collaborate with residents, businesses, and stakeholders to promote public interactions with the River and improve access to recreation on and near the River and Lake St. Clair. Cities will also develop and advance measures to improve water quality through green infrastructure. Communities will engage in placemaking approaches to improve the water's appeal and accessibility, and work to protect the River's quality through ecological features such as rain gardens, permeable pavers, bioretention cells, and naturalized shorelines. Other current WaterTowns include Royal Oak, Berkley, Ferndale, Troy, Pleasant Ridge and Rochester.

BACKGROUND:

The City of Birmingham splits across two watersheds – the Rouge River watershed and the Clinton River watershed. Any and all activities that involve the water system in Birmingham, including both natural hydrologic cycles and man-made infrastructure processes, affects these watersheds and the essential potable water we use every day, stormwater runoff, sewage disposal, natural environments and public health.

The WaterTown designation provides access to environmental engineers who can, upon request, work with the City to conceptualize and estimate green infrastructure projects on public property, and assist with community engagement and grant funding for such projects. The City can also receive assistance with other grant applications if seeking funding for water recreation, GSI installations, or public art installations related to water. The CRCW team will also provide plan reviews and suggestions for water-related environmental ordinances.

LEGAL REVIEW:

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

FISCAL IMPACT:

There is no cost to the City associated with a WaterTowns designation, thus there is no fiscal impact for this agenda item.

SUSTAINABILITY:
The WaterTowns initiative aligns with the goals of the Birmingham Green: Healthy Climate Plan to restore natural ecosystems, promote accessible educational opportunities in sustainability, and promote nature-based solutions, as well as meeting the key action item for water and stormwater: WS-10: Engage with the Clinton River Watershed Council and become a designated WaterTown.

DESIGN CONSIDERATIONS:
There are no design considerations at this time.

PUBLIC COMMUNICATIONS:
No formal public communications are required for this agenda item.

SUMMARY:
The Planning Department requests that the City Commission consider approving Birmingham's participation in the Clinton River Watershed Council's WaterTowns initiative.

ATTACHMENTS:
1. WaterTowns Resolution

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the City of Birmingham's participation on the WaterTowns initiative.

Birmingham WaterTowns Resolution
Clinton River Watershed Council
Statement of Purpose

WHEREAS, WaterTowns is a water-oriented community development initiative designed to assist towns and cities within the Clinton River Watershed service area to leverage the assets of the Clinton River and Lake St. Clair and to protect and improve water quality;

WHEREAS, the WaterTowns initiative is managed by the Clinton River Watershed Council, an organization dedicated to protecting, enhancing and celebrating the Clinton River, its watershed, and Lake St. Clair for the benefit of communities, the environment and our future;

WHEREAS, Birmingham recognizes the recreational and economic potential of its water resources;

WHEREAS, Birmingham desires to incorporate environmental best management practices as an integral part in community planning and development;

WHEREAS, Birmingham is located within the Clinton River Watershed service area, and is a member of the Clinton River Watershed Council;

WHEREAS, there is no financial commitment required to participate in the WaterTowns initiative;

WHEREAS, Birmingham desires to collaborate with the Clinton River Watershed Council to develop and implement a local WaterTowns strategy;

NOW, THEREFORE, BE IT RESOLVED, that the Birmingham City Commission approves Birmingham's participation in the WaterTowns initiative.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on February 23, 2026.

_____

Alexandria Bingham
City Clerk

MEMORANDUM

Fire Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Jeff Scaife

SUBJECT: Repeal City Ordinance 2069, Section 54-32 (Extinguishing system)

INTRODUCTION:

It is the intent of the Birmingham Fire Department Fire Prevention Bureau to request that the City Commission repeal an outdated ordinance to align the Birmingham Code of Ordinances with the current International Fire Code and the State of Michigan Fire Marshal's Office.

BACKGROUND:

On October 24, 2011, the City adopted Ordinance 2069, Section 54-32, labeled "Extinguishing system." This ordinance mandated that all gas/service stations within the City install fire suppression systems in the overhead canopies above the self-service fuel dispensing pumps.

Since the adoption of said ordinance, the International Fire Code has updated its codes to reflect a different mindset regarding the effectiveness of these systems. Furthermore, the State of Michigan no longer regulates these types of fire suppression systems.

Over the past several years, the Fire Prevention Bureau has encountered significant difficulty in ensuring compliance with yearly inspections and five-year hydrostatic testing for gas/service stations within the City. These challenges stem primarily from the fact that only one service provider remains capable of performing this work. As a result, multiple gas/service stations within the City were cited for non-compliance, ultimately prompting involvement from the State of Michigan in an effort to achieve compliance. Through this process, it was confirmed that the State no longer regulates island fire suppression systems of this type.

Further review by the Fire Prevention Bureau confirms that the International Fire Code (IFC) no longer mandates such fire safety systems.

NFPA 30A – National Fire Protection Association, Code for Motor Fuel Dispensing Facilities and Repair Garages (2024 edition)

- Section 12.4.6: "Automatic or manual fire suppression systems shall not be required for open dispensing areas."

Annex A.12.4.6: "Canopies installed for weather protection are not considered enclosures that require suppression systems."

NFPA 17 – Standard for Dry Chemical Extinguishing Systems (2023 edition)

- Section 4.4.2: "Systems shall be maintained in complete operable condition at all times or shall be removed from service."

IFC 2024 – International Fire Code, Chapter 23 (Motor Fuel Dispensing Facilities)

- No section requires fixed fire suppression systems for open-air or canopy-covered dispensing locations.
- IFC Section 2303.3: requires emergency fuel shutoff controls but does not reference automatic suppression.
- IFC Section 2306.7.4: mandates listed dispenser assemblies with emergency shear valves.

NFPA 10 – Portable Fire Extinguishers (2022 edition)

- Section 6.1.3.5.1: "At least one portable fire extinguisher having a minimum 40-B:C rating shall be located within 100 feet of each fuel dispensing device."

Although all fueling facilities within the City of Birmingham are equipped with canopies for weather protection, both NFPA 30A and the IFC classify these installations as open-air dispensing areas. The presence of a canopy alone does not constitute an "enclosure" unless fuel vapors are trapped or confined. Therefore, such installations fall under the 'open dispensing area' definition, where suppression systems are no longer required.

Technical and Operational Rationale for Removal

- Modern dispensers incorporate emergency shear valves, breakaway couplings, and emergency fuel shutoff controls, which mitigate ignition and spill hazards.
- NFPA and IFC have recognized that these systems provide adequate fire protection without the need for fixed suppression.
- Having only one service provider to service such systems annually presents long term code compliance issues under NFPA 17 §4.4.2.
- False activations can discharge large amounts of dry chemical agent, requiring environmental cleanup under EPA and State regulations.
- Dry chemical residue is corrosive to vehicle finishes, canopy structures, and fueling equipment, causing unnecessary damage.
- Model codes have not required such systems since the 2003 edition of NFPA 30A, indicating a clear national consensus that the risk does not justify the system.

LEGAL REVIEW:

As this is a request to repeal an ordinance, and not a Charter amendment, the City Commission may repeal the ordinance by motion. The City Attorney has reviewed said request to repeal the ordinance and its language, without objection.

FISCAL IMPACT:
There is no budgetary impact with this respective agenda item.

SUSTAINABILITY:
Removing these extinguishing systems reduces potential environmental exposure from accidental releases of toxic gases.

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:
Given the potential environmental and health risks of accidental discharge, the increased difficulty of enforcing annual maintenance requirements, and the fire code's removal of these requirements, it is recommended that the current ordinance governing canopy fire suppression systems be repealed.

ATTACHMENTS:
1. 2026.02.09 REPEALED 54 -32 Extinguishing system

SUGGESTED COMMISSION ACTION:
Make a motion adopting an ordinance to repeal City Code, Chapter 54, Fire Prevention and Protection, Article II Fire Prevention Code, Section 54-32—Extinguishing system, in its entirety.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL PART II CITY CODE, CHAPTER 54 – FIRE PREVENTION AND PROTECTION, ARTICLE I. - IN GENERAL, SECTION 54-32. – EXTINGUISHING SYSTEM.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Chapter 54, Fire Prevention and Protection, Article I. In General, Section 54-32, is hereby repealed in its entirety, pursuant to Chapter 1- General Provisions, Section 1-3.- Repeal of Ordinances:

All other Sections of Chapter 54 Fire Prevention and Protection shall remain unaffected.

ORDAINED this _____ day of _____, 2026. Effective upon publication.

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_____
Clinton Baller, 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 _____, 2026 and that a summary was published _____, 2026.

_____
Alexandria D. Bingham, City Clerk

MEMORANDUM

Engineering Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Mark Akram, Civil Engineer
Melissa Coatta, City Engineer

SUBJECT: 123NET, LLC Telecommunications Conduit Lease Agreement

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INTRODUCTION:

123NET, LLC has submitted a conduit lease agreement requesting access to and ongoing use of the City's underground conduit system. The purpose of the lease is to install underground fiber service within the existing City conduit to provide telecommunications service to Palladium of Birmingham, LLC.

Under the terms of the proposed agreement, the telecommunications provider would pay the listed fees to the City on an annual basis. The business receiving the service would contract directly with the provider and be responsible for all service-related charges.

BACKGROUND:

On December 26, 2024, the City received a completed permit application submitted in accordance with the requirements of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act).

Subsequently, on September 26, 2025, the City received a signed and notarized Conduit Lease Agreement from 123NET, LLC.

LEGAL REVIEW:

The City Attorney has reviewed the Conduit Lease Agreement and recommends approval of the application and permit.

FISCAL IMPACT:

N/A

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:
The City Commission is being asked to approve the Conduit Lease Agreement with 123NET, LLC in accordance with the METRO Act.

ATTACHMENTS:
1. 20260217 Signed 123Net Conduit Lease Agreement - Palladium of Birmingham LLC

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the Conduit Lease Agreement with 123NET, LLC. In addition, authorize the Mayor and City Clerk to sign the Conduit Lease Agreement on behalf of the City.

CONDUIT SYSTEM LEASE AGREEMENT

This Conduit System Lease Agreement (hereinafter "Agreement") is made and entered into by and between the City of Birmingham, Michigan, a municipal corporation, 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as "City"), and 123.NET, LLC., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 24700 Northwestern Hwy. Southfield, MI 48075, (hereinafter referred to as "Lessee"), as of the Effective Date (as hereinafter defined).

WHEREAS, City owns a system of conduit, innerduct, manholes and hand holes (hereinafter "Conduit System"), as generally depicted in Exhibit B, within and under certain public street and sidewalk Right of Way within section of Old Woodward and Maple as depicted on the map attached hereto as Exhibit B, and it is the intent of the City to provide the Conduit System for the use of telecommunication providers, and for the purpose of providing broadband connectivity; and

WHEREAS, the Conduit System is intended (i) to limit the number of utility street cuts by colocation of broadband facilities within the City's Right of Way located in the area that comprises the Conduit System (these public Rights of Way being collectively referred to in this Agreement as the "ROW") and (ii) to increase the availability of broadband to broadband users; and

WHEREAS, Lessee desires to install, use and maintain its telecommunication cables, appurtenances and other technologies that are applicable ("Lessee Facilities") in the Conduit System, all at the sole cost and expense of the Lessee.

NOW, THEREFORE, in consideration of the foregoing and the following covenants and agreements, it is hereby agreed by and between City and Lessee (hereinafter "Parties") as follows:

1. USE OF CONDUIT SYSTEM. City hereby leases space in the Conduit System (hereinafter "Space") to Lessee on a non-exclusive basis, for Lessee to install, use and maintain Lessee Facilities, in a single innerduct as assigned by City, in all or any part of the Conduit System, including all future additions to the Conduit System as the City may build or acquire, inclusive of Main Line Extensions and Building Extensions as defined in Exhibit A hereto.

2. TERM.

(a) Term. The term of this Agreement shall begin on the Effective Date, and shall end on the date that is five (5) years from the Effective Date, unless earlier terminated as provided herein ("Term").

(b) Renewal Term. If Lessee desires to renew this conduit agreement for an additional term, it shall, not less than one hundred eighty (180) days before expiration of the current lease, give written notice to the City requesting renewal. The parties shall negotiate in good faith on all issues including compensation.

Within ninety (90) days after receiving a written renewal request, the City Engineer shall grant or deny the request in whole or in part. If the renewal request is denied, the written determination shall include the reason(s) for non-renewal. The decision to grant or deny a renewal request shall be based upon the following standards:

(i) The continuing capacity of the Right of Way or the conduit system to accommodate the Lessee's existing facilities;

(ii) Lessee's compliance with the requirements of this conduit lease agreement; and

(iii) Such other factors as may demonstrate that the continued grant to use the Right of Way and conduit system will serve the community interest, including indications of significant customer satisfaction or dissatisfaction with Lessee's provision of services.; and

(iv) Mutual agreement on compensation issues. If the parties are in agreement on compliance with standards in subsection (b)(i)-(iii) but have not reached agreement on subsection (b)(iv), the Lessee shall be allowed to continue its operations under the existing terms and conditions until agreement or a decision to recommend denial is reached.

3. MONTHLY RENT.

(a) During the Term of this Agreement, Lessee agrees to pay rent in the amount of $0.66 (sixty-six cents) per foot per month.

(b) Initial Payment. Billing for conduit occupancy will commence on the first day of the month following the date this Agreement is entered into. Subsequent payments shall be due monthly thereafter, on the first day of each succeeding month.

(c) Late Payment. In the event any payment is not received within thirty (30) days from the first day of each month, Lessee shall be assessed a late fee of 5% of the payment due and shall be assessed interest at the rate of 8 1/2%, compounded annually.

(d) Pre-payment. Lessee may pre-pay all or part of this rent for the Term in an amount to be mutually agreed upon.

Adjustment of Fee Structure. The fee structure shall be reviewed and adjusted annually with the Consumer Price Index for the Detroit/Ann Arbor area and reevaluated every five (5) years from initial date of the lease.

4. STANDARDS AND SPECIFICATIONS. Lessee shall design, construct, install, secure, use, operate and maintain the Lessee Facilities according to the Technical Standards and Specifications ("TSS") set forth in Exhibit A hereto. Lessee shall notify City in writing in advance of any proposed changes to the TSS, which shall constitute a proposed amendment to

this Agreement. City shall have thirty (30) business days to review such proposed changes before Lessee implements them. If City objects to the changes within the thirty (30) business day period, the Parties shall negotiate in good faith to reach an agreement respecting the changes. Absent an agreement, the changes shall not be implemented or become a part of this Agreement.

5. OTHER USE. This Agreement shall be subject to and subordinate to City's right to maintain and use the Conduit System, and to use, alter or excavate any portion of the ROW or utilities; provided however that City shall use commercially reasonable efforts to minimize any adverse impact on Lessee Facilities or Lessee's rights under this Agreement. In the event that the City desires to make planned changes to the Conduit System, the City shall provide Lessee not less than ninety (90) days prior written notice setting forth a description of any changes in the Conduit System that could reasonably result in a material diminution or reduction of Lessee's rights under this Agreement. Upon receipt of such notice as described above, Lessee shall have the right to terminate the affected portions of this Agreement without further liability.

6. CITY'S TITLE. City is the owner and/or holder of the property comprising the ROW associated with the Conduit System and shall be the owner of the Conduit System, subject in each case to the terms and limitations under which they are owned or held, including but not limited to covenants, conditions, restrictions, easements, including pre-existing fiber optic easements or licenses, reversionary interests, bond mortgages and indentures, and other matters, including but not limited to encroachments, licenses and permits, whether or not of record, and to the rights of tenants and lessees in possession. The rights granted herein are subject to each and every limitation, restriction or reservation affecting the same; provided however, that City shall use commercially reasonable efforts to acquire and maintain the rights necessary to provide the Space leased hereunder in accordance with the terms of this Agreement and Lessee shall have the right to terminate the affected portions of this Agreement without further liability in the event that any limitation, restriction or reservation in such rights has a material adverse impact on Lessee's ability to use the Space leased hereunder.

7. RESTRICTION. Lessee shall not (a) create, or permit to exist, any lien, encumbrance or other property interest in the Conduit System, or (b) subject to the provisions of Section 24 below, directly or indirectly sell or otherwise transfer any interest hereunder to any person or entity without the prior approval of City, which approval may be denied for reasonable cause shown. Without limiting the foregoing, City need not approve a sale or transfer hereunder unless in connection therewith such purchaser or transferee shall agree in writing to be bound by the terms and conditions of this Agreement (including without limitation those provisions which limit the liability of the Parties hereto), and Lessee's permitted successors or assigns shall be primarily liable for the performance of all of the obligations under this Agreement. Lessee shall not sub-lease its Space in the Conduit System to any third party. The foregoing notwithstanding, Lessee is not restricted in the normal sale or lease of products and services that utilize Lessee Facilities installed within the Conduit System, including but not limited to selling or leasing dark fiber in Lessee Facilities to third parties including Incumbent or Competitive Local Exchange Carriers and providers of Commercial Mobile Radio Service.

8. ACCEPTANCE.

(a) Pre-acceptance Inspection. Lessee shall have sixty (60) days from the Effective Date to inspect and accept the Conduit System. All costs associated with pre-acceptance inspection shall be borne by Lessee. The City shall cooperate with inspection operations and participate if requested, but at Lessee's sole cost and expense. Lessee shall provide City at least five (5) days' notice of Lessee's desire for City participation.

(b) Lessee-built Assets. Assets constructed or installed, and work performed related to the construction of said Assets within the ROW and attached to the Conduit System, by Lessee in compliance with the TSS shall be considered acceptable to the City. Acceptance shall not be unreasonably withheld or delayed by the City. Assets not accepted shall be brought into compliance with the TSS by Lessee. If physical conditions in the ROW prevent Lessee from satisfying the TSS, the Lessee and City shall work together to reach a solution mutually agreeable to both Parties. In the event a mutually agreeable solution is not reached, City shall make the decision in the exercise of its reasonable discretion.

9. OWNERSHIP. The Conduit System shall at all times be and remain the property of City. Lessee Facilities shall at all times be and remain the property of Lessee. Lessee shall install and maintain the Lessee Facilities at Lessee's own expense and risk. Building extensions shall be under the ownership of the Lessee who first supplies a particular building using the extensions. Further, facilities and equipment, including but not limited to conduit, innerduct, and fiber optic cable, installed by Lessee in the ROW or on private property and connected to the Conduit System for the sole purpose of interconnecting the Conduit System with the Lessee Facilities shall at all times be and remain the property of Lessee and shall be considered a part of the Lessee Facilities and shall not be a part of the Conduit System.

10. INTENDED USE. City certifies the continuity and integrity of the Conduit System, that it is acceptable for its intended use. When notified in writing by Lessee of deficiencies in the Space, the City shall correct such deficiencies expeditiously at City's sole cost and expense, or assign different Space to Lessee. During the pre-acceptance inspection described in Section 8(a) above, Lessee may refuse to accept the Conduit System and terminate this Agreement in the event City fails to correct said deficiencies within sixty (60) days of receipt of written notice from Lessee.

11. OBLIGATIONS.

(a) Lessee Obligations.

(i) During the Term of this Agreement, Lessee shall maintain the Lessee Facilities in a functional and safe condition. All installation and maintenance of the Lessee Facilities shall be the responsibility of Lessee and shall be performed under its direction by contractors approved by City, such approval not to be unreasonably withheld. Lessee shall perform such maintenance as is reasonably necessary and customary for normal use of the Lessee Facilities in the manner described in Exhibit A. The installation and maintenance of the Lessee Facilities shall be performed in a manner that minimizes any interruption or disruption of the ROW, utilities, communications or streets (including traffic control devices and systems) and shall restore the

ROW, utilities, communications and streets (including traffic control devices and systems) in accordance with Exhibit A. The Lessee shall follow reasonable guidance and instructions from City for this purpose which need not be the lowest cost or most cost effective method for Lessee.

(ii) If, in the course of Lessee's monitoring and maintenance of the Lessee Facilities, Lessee identifies any degradation in service, failures or defects in the Conduit System, Lessee shall promptly report such degradation in service, failures or defects to the City.

(iii) In accordance with the Birmingham Ordinances, Lessee shall be responsible for all damage, loss, and expense which may result by reason of defective material and/or workmanship in connection with work performed by Lessee under this Agreement, arising within a period of one (1) year from acceptance of said work by the City pursuant to Section 8(b) above. Lessee shall promptly repair such defect and pay, or cause to be paid, all expenses associated with said repair; and Lessee shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from such defect.

(b) City Obligations.

(i) Ongoing maintenance and repair of the Conduit System shall be the responsibility of the City and at City's sole expense, except that damage or degradation of the Conduit System that is attributable to the use or negligence of the Lessee shall be at the expense of the Lessee. The City shall maintain the Conduit System in good working condition, ensuring continuity between manholes, and hand holes, usable for its intended purpose. Building extensions have been provided to specific buildings where requested by building owner, and shall be ready for use from a point within 18 inches of the outside building wall. Lessee shall be responsible for all work and incur all costs to excavate as required to access building extensions and extend into the customer's building. All said work in making building connection shall be subject to the issuance of a Utility ROW permit issued by the City Engineer. In the event that Lessee believes that the City has failed to maintain the Conduit System as provided herein, Lessee shall provide the City with ninety (90) days written notice specifying any maintenance failures, and if the City fails to take corrective action within the ninety (90) day period, Lessee may perform or cause to be performed the maintenance and repair of the Conduit System and the costs thereof shall be credited against monthly Rent due hereunder.

(ii) Subject to construction notification requirements, the City shall keep confidential and not disclose to other occupants of the Conduit System, or otherwise make public, information concerning any Asset construction by Lessee, whether planned, in progress, or completed, until thirty (30) days after Acceptance of the Asset by the City.

12. LESSEE USE OF CONDUIT SYSTEM.

(a) Third Party Contracts. Lessee shall not act in any way which would interfere with City's performance of City contracts for provision of communication services utilizing the Conduit System.

(b) Damage from Misuse. Lessee shall not use the Conduit System except as intended under this Agreement. If Conduit System damage is attributable to misuse or abuse by Lessee,

then Lessee shall pay City for the repair or replacement of the affected portion of Conduit System and any damage to City property in accordance with City schedule of time and material charges then in effect. The City may, in its discretion, obtain reimbursement for the above by making a claim under Lessee's performance bond. The provisions of this Section shall survive the expiration, completion or earlier termination of this Agreement.

(c) Use in Accordance with Law. By agreeing to this Agreement, Lessee agrees to obey and comply with all applicable governmental ordinances laws, rules, regulations, or restrictions. Subject to City ordinance, City permitting requirements, and Exhibit A, Lessee shall have unrestricted access to the Conduit System for purposes of operating, repairing, installing, inspecting, and removing Lessee Facilities, interconnecting with the Space and the Lessee Facilities, and extending the Conduit System.

13. REMOVAL OF LESSEE FACILITIES UPON EXPIRATION OR TERMINATION OF AGREEMENT. Upon one hundred and eighty (180) days' written notice by the City pursuant to the expiration or termination pursuant to Section 17, Lessee shall promptly, safely and carefully remove Lessee's property (including fiber optic cable) from the Conduit System. If Lessee fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 13, then the City, upon written notice to Lessee, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Lessee for the reasonable and actual costs and expenses, including, without limitation, reasonable administrative costs. Lessee shall pay to the City the reasonable and actual costs and expenses incurred by the City in performing any removal work and any storage of Lessee 's property after removal within thirty (30) days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under Lessee's performance bond. After the City receives the reimbursement payment from Lessee for the removal work performed by the City, the City shall promptly return to Lessee the property belonging to Lessee and removed by the City pursuant to this Section 13 at no liability to the City. If the City does not receive the reimbursement payment from Lessee within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Lessee's failure to so remove prior to one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 13, any items of Lessee's property remaining in the Conduit System or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by Law. Alternatively, the City may elect to take title to such abandoned property, whether the City is provided by the Lessee, an instrument satisfactory to the City transferring to the City the ownership of such property, or not. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

14. INDEMNIFICATION. To the fullest extent permitted by law, the Lessee and any entity or person for whom the Lessee is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected

and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Lessee including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

The City agrees that the contractors shall be solely responsible for job site safety and all contractors shall be required in the City's contract with such contractors to indemnify the Lessee for any liability incurred by the Lessee as a result of the contractor's negligent acts or omissions. However, such indemnification shall not extend to liability resulting from the negligence of the Lessee.

15. INSURANCE. Lessee shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. Lessee shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

(b) Commercial General Liability Insurance: Lessee shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $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.

(c) Motor Vehicle Liability Insurance: Lessee shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $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.

(d) Additional Insured: The Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham including all elected and appointed officials, all employees, all boards, commissions and/or

authorities and board members. This coverage shall be primary and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from Lessee under this Section.

(e) Professional Liability Insurance: If Professional Liability Insurance is available, Professional Liability Insurance with limits of not less than $2,000,000 per claim if Lessee will provide service that are customarily subject to this type of coverage.

(f) Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Professional 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: Director of Finance, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48009.

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

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

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

16. SURETY/PERFORMANCE BOND. Prior to performing any work necessary under this Agreement, and with respect to all such work, Lessee will deliver to the City a valid performance bond in the sum of Ten Thousand dollars ($10,000), issued by a surety company acceptable to the City's Finance Director in the form attached hereto as Exhibit C. Lessee agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover incidental expenses and costs, removal expenses, restoration expenses, damages and fees not covered by any insurance policies including but not limited to: interest, charges by the City to remove Lessee's Facilities (including but not limited to fiber optic cables) and unpaid permit and administrative fees. Lessee shall keep such surety bond, at its expense, in full force and effect

until the sixtieth (60th) day after the expiration or other termination hereof, to insure the faithful performance by Lessee of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the City of cancellation or material change thereof. In the event of any non-extension of the bond, Lessee shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if Lessee fails to do so the City shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the security deposit required hereunder. Any unused portion of the funds so obtained by the City shall be returned to Lessee upon replacement of the bond or deposit of cash security in the full amount required hereunder.

17. TERMINATION.

(a) Material Breach. If either Party defaults in the performance of any material term of this Agreement and does not substantially cure default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate this Agreement by providing ten (10) days prior written notice of termination to the defaulting Party.

(b) Bankruptcy or Insolvency. Either Party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other Party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency Laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency Laws is filed against that other Party and is not dismissed within sixty (60) days after it was filed.

18. VIOLATIONS. If at any time in the performance of this Agreement, Lessee should violate any material law(s) including but not limited to Lessees' Broadband Franchise, material standard(s) of good practice, or a material term of this Agreement, including Exhibit A, City may notify Lessee in writing of said violation, and Lessee shall have thirty (30) days to cure said violation to City's satisfaction, or such longer period as may be reasonably necessary under the circumstances provided that Lessee commences to cure such failure within such thirty (30) day period and thereafter diligently pursues such cure. If Lessee does not cure said violation to City's satisfaction within said period, City may summarily terminate this Agreement, upon ninety (90) day advance written notice to Lessee.

(a) Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to

this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

19. NOTICES. City and Lessee agree to keep contact information complete and updated. Except as otherwise provided in this Agreement, any notice or other communication shall be given in writing and sent by registered or certified mail, postage prepaid, return receipt requested or by recognized overnight delivery, or by email provided the email if followed in writing by one of the aforementioned methods within seventy-two (72) hours. Except as otherwise specifically provided, notices and other communications shall be deemed given and received three days after the date of mailing or, in the case of notices or other communications delivered in person, when received at the recipient's designated address for notices. The addresses for notice may be changed by giving written notice in accordance with this Section.

(a) City. City's representative for notice and communications with Lessee is:

City of Birmingham
Attn: City Engineer
151 Martin Street, P.O. Box 3001
Birmingham, MI 48009

(b) Lessee. Lessee's representative for notice and communications with City is:

Robert Andrzejewski (248)-228-8438
PERMITS@123.NET
24700 Northwestern Hwy. Suite 700
Southfield, MI 48075

20. BINDING UPON SUCCESSORS. This Agreement, shall bind both Parties hereto, and their successors and permitted assigns.

21. ANNUAL PERFORMANCE REVIEW. Representatives of City and representatives of Lessee shall meet together on or about each anniversary of the execution of this Agreement, to review the performance of this Agreement, identify problems, discuss areas of concern, and make suggestions for future performance and cooperation. By mutual agreement, the Parties may waive the said meeting.

22. MISCELLANEOUS.

(a) Headings. The front page of this Agreement and the heading of the paragraphs of this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the content of this Agreement as set forth in the body of such paragraphs.

(b) Entire Agreement. This Agreement, with all its attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter to which it refers and supersedes all previous agreements, whether written or oral, between City and Lessee or their

predecessors in these regards. Nothing herein is intended to benefit any person or entity not a party hereto.

(c) Counterparts. This Agreement may be executed by the Parties in two (2) separate counterparts, each of which shall be deemed to be an original copy, but which shall constitute but one agreement.

(d) Computation of Time. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or holiday, and then it is also excluded.

(e) No Partnership, Joint Venture or Franchise. The relationship between the Parties to this Agreement shall not be that of partners, joint ventures, or franchisor/franchisee, and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or franchise. Neither Party hereto may represent to any third party that this relationship is one of partnership, joint venture or franchise.

(f) Rules of Construction. The headings of the Sections in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the content of this Agreement as set forth in the body of such Sections. The singular herein shall include the plural, and the plural herein shall include the singular, where appropriate. Related forms of capitalized terms shall carry the implied meaning of the defined term.

(g) Force Majeure. Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event. "Force Majeure Event" means the occurrence of: an act of war, invasion, terrorism or civil disorder, a strike, labor disputes, explosion, embargo, earthquake, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God.

(h) Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; not shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

23. EFFECTIVE DATE. The Effective Date of this Agreement shall be the later of the date on which it is executed by the City or Lessee.

24. ASSIGNMENT. Neither Party shall assign, encumber or otherwise transfer this Agreement to any other Person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each Party shall have the right, without the other Party's consent, but with prior written notice to the other Party, to assign or otherwise transfer this Agreement (i) as collateral to any institutional lender of such Party subject to the prior rights and obligations of the Parties hereunder; and (ii) to any affiliate,

parent or subsidiary of such Party, or to any entity into which such Party may be merged or consolidated or which purchases all or substantially all of the equity or assets of such Party; provided that such Party shall not be released from its obligations hereunder without the other Party's consent. Any assignee or transferee shall also be subject to all of the provisions of this Agreement.

25. LIMIT OF OBLIGATIONS. Nothing contained herein pertaining to the use of or attachment to the Conduit System, or City control thereof, shall be construed as imposing an obligation on Lessee with regard to any fiber optic or other telecommunication facilities owned and/or operated by Lessee outside the ROW unless specifically noted in this Agreement and approved by Conduit System Manager, it being understood that "ROW" under this Agreement strictly refers to City Right of Way located in the area that compromises the Conduit System in portions of Old Woodward and Maple as depicted on the map attached hereto as Exhibit B. Similarly, no such obligations shall be imposed on Lessee's equipment or facilities, existing or in the future, not specifically constructed or installed under this Agreement.

26. LIMITS OF LIABILITY. Except as provided in this Agreement or otherwise agreed in writing, the City and Lessee shall not be subject to any other obligation or liability, whether arising out of breach of contract, warranty, tort or other theories of law, with respect to the subject matter of this Agreement, or the undertakings, acts or omissions related thereto. Under no circumstances will either City or Lessee be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with this Agreement or with the use of the Conduit System or liability for the City's services under this Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

CITY OF BIRMINGHAM, MICHIGAN,
a municipal corporation,

_____, Mayor

Date: _____

_____, City Clerk

Date: _____

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

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

Melissa Cocchia, City Engineer
(Approved as to substance)

Mary Chavez, Director of Finance
(Approved as to financial obligation)

LESSEE:

By: _____

Name: Robert Andrzejewski

Title: Permit Manager

Date: 1/7/2026

Christine Theodore
Notary Public State of Michigan
Wayne County
My Commission Expires 9/18/2029
Acting in the County of Wayne

Exhibit A

Technical Standards and Specifications

These standards and specifications pertain only to use of the Conduit System as relates to this Agreement. The Conduit System is located at Old Woodward and Maple as shown in Exhibit B of this Agreement.

I. DEFINITIONS

A. "Main Line" means the portion of the Conduit System consisting of manholes, hand holes and 4" conduit, the running line of which is as generally depicted in Exhibit B.

B. "Main Line Extension" means any extension of the Main Line subsequent to the Effective Date, whether constructed by the City or by any tenant in the Conduit System, including Lessee.

C. "Building Extension" means that portion of the Conduit System, located within the ROW, originating at a manhole or hand hole in the Main Line and extending to a building entrance point, excluding the building entrance point.

II. CONSTRUCTION STANDARDS

A. Materials

i. **Main Line Extensions.** All Steel, Fiberglass, PVC or HDPE conduit installed with the intent of becoming a Main Line Extension are to be 4" minimum in size and match the existing number of conduits in place. Steel conduit will be joined with threaded collars, Zap-Lok, or welding. All split steel conduit shall be flanged. All 4" conduits will be installed in such a manner as to allow for the installation of four (4) innerducts, three (3) innerducts will be 1 ¼" SDR 13.5 HDPE innerduct and one (1) 1" SDR 13.5 HDPE innerduct. All directional changes will be made with sweep 90 degree elbows and at no time will the conduit installations restrict the number of innerducts able to be installed to less than four (4). All Main Line Extension conduit locations and materials will be subject to approval by the City Engineer. Where site conditions warrant and at the request of the Lessee, the City Engineer may approve the installation of six (6) 1 ¼" SDR 11 innerducts as a mainline extension.

ii. **Building Extensions.** If the Lessee seeks to serve a customer in a building along the route of the main line innerduct where no building extension currently exists, the Lessee shall submit plans containing a survey of all existing above ground and underground improvements in the area of the proposed work, and apply for a Utility R.O.W. permit. The City Engineer shall review the plans for compliance with the City's standards and issue a permit upon payment of the $50 review fee, and submittal of suitable plans. The Lessee shall clarify if the work shall be performed by their forces, or if it will be contracted out. If contracted out, proper insurance

coverage for the contractor shall be demonstrated prior to issuance of the permit. Once constructed, the Lessee shall be the owner of the building extension from the main line innerduct to the building wall, and shall be responsible for all future maintenance, including MISS DIG markings as needed.

iii. Several building owners along the route of the new main line innerduct have requested and paid for the installation of a feasibly located building extension that will be used for future building penetration. In these locations, the Lessee shall use the partially completed building penetration for extending service to the building, and shall submit a plan detailing how the final building penetration shall be installed such that a minimum of surface disruption shall occur within the right-of-way. It is anticipated that no more than 5 sq.ft. of sidewalk shall be removed and replaced to accomplish said building penetration, working within the existing concrete joints, so as to match the existing conditions upon completion to the largest extent possible. Permitting rules and future ownership status of the entire building extension shall apply here matching the terms listed in II.A.ii above. Once the building extension is wired the maintenance will become the responsibility of the building owner.

iv. All Building Extensions are to consist of three (3) 1 ¼" SDR 13.5 ducts and one (1) SDR 13.5 innerduct, which may be installed within 4" HDPE conduit, or an equal alternate approved by the City Engineer. Where site conditions warrant and at the request of the Lessee, the City Engineer may approve the installation of a six (6) cell MaxCell sock inside a building entry conduit.

v. **Main Line Innerduct.** Any unoccupied 4" Main Line conduit in which Space is assigned to Lessee and which Lessee desires to utilize shall be first filled with a minimum of four (4) innerducts, three (3) innerducts will be 1 ¼" SDR 13.5 HDPE innerduct and one (1) 1" SDR 13.5 HDPE innerduct by Lessee prior to use. The use of smooth wall or corrugated exterior innerducts will be approved by City Engineer on a case by case basis. Alternates must be approved in writing by the City in advance. Lessee will properly identify leased innerducts with cable tags.

vi. **Hand holes.** Unless otherwise approved by City, all hand holes will be located in the green spaces/landscaped areas or sidewalks. All hand holes will have a minimum size of 30" x 48" x 36". All hand holes will be installed in accordance with ASSHTO-H20-44 Load rating and conform to the City of Birmingham Traffic Standards and Specifications.

vii. **Communication Cabling.** It is the intent of the City to increase the use of broadband connectivity within the City. Therefore, the desired communication cable to be used within the Conduit System will be fiber optic cable. However, equitable alternates applicable to the Conduit System may be used.

viii. **Locate Wire.** Locate wire will be placed inside all segments of the Conduit System. Locate wire will consist of a minimum of #14 stranded core PVC coated copper wire. An equitable alternate may be approved upon written request to the City. All locate wires will be attached with anchor clips to the walls of the manholes in a clean, secure and orderly manner. Locate wires will connected to termination blocks installed by the contractor no more than 10" below the manhole or hand hole lid.

ix. **Subdivisions Extension Specifications.** Lessee and City shall cooperate in good faith to jointly develop reasonable specifications with respect to extension of the Conduit System for installation within the downtown area.

B. General:

i. **Construction Plans.** Preliminary plans shall be submitted for each new construction or installation project at the time of application for a Conduit Access Permit. No construction of conduit shall be allowed until a permit has been issued by the Engineering Department. After completion of construction on each project, final as-built construction facility maps shall be submitted to the City Engineer. Such as-built maps shall be based upon post-construction inspections to verify location. Copies of as-built maps in a digital format and level of accuracy acceptable to the City shall be submitted to the City Engineer.

ii. **Depth.** Unless agreed to in writing in advance by the City, the depth of installed facilities shall be, at a minimum, as follows:

a. Forty-two (42) inches in soil,
b. Forty- two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope;
c. Forty- two (42) inches under a roadway measured from the surface of said roadway to the top of the installation;
d. Forty- two (42) inches under a storm water or creek channel design flow line;
e. In all other locations, including subdivisions and other predominantly residential/non-central/non-arterial neighborhoods and locations, depth standards will be agreed upon by the City and Lessee utilizing appropriate construction standards; and
f. Lessee shall cross under all existing utility lines at a depth of twenty-four (24) inches.
g. City may require Lessee's facilities be placed at a greater depth than minimum depths as defined by local, state, or federal standards to avoid conflicts with other existing utilities.

iii. **Backfilling/Testing.** Excavations shall be promptly backfilled according to the City of Birmingham Standard Specifications for Municipal Construction on file with the Engineering Department and the surface shall be restored to original grade to assure

no hazard to vehicular, animal, or pedestrian traffic. Lessee shall perform all necessary compaction tests in accordance with the latest design and construction specifications approved and disseminated by the Engineering Department setting forth requirements for backfill and paving cut repairs (e.g., standard concrete pavement cut and repair; standard asphalt pavement cut and repair, etc.). All work within the public right-of-way shall conform to all relevant requirements within Chapter 98 of the Birmingham City Code.

iv. **Pavement Cutting.** Lessee, Lessees' contractors and subcontractors shall comply with the latest City paving cut standard and applicable terms and conditions of the Birmingham Municipal Code prior to cutting any pavement.

v. **Restoration and Replacement.** If public or private property is disturbed or damaged, Franchisee shall restore the property with like materials to as-good or better condition. The replacement of any sidewalk, curb, any driving surface, and the base of any roadway shall be the responsibility of Lessee paving cut contractor, unless otherwise approved by the Engineer. The Lessee's paving cut contractor must be approved by the Engineer and in good standing with the City. In the absence of an approved Lessee paving cut contractor, The City shall make repairs per the terms of the Birmingham Municipal Code, at the expense of the Lessee, through the payment of the standard Trench Maintenance Fee.

All repairs and replacements shall comply with the City's Engineering Standards, pursuant to engineering plans on file with the City and will require additional removal to the nearest joint in all directions. Surface replacements shall be completed no later than ten (10) calendar days from completion of the underlying construction project. Specialty pavement sections must be constructed to restore the pavement to its original or an improved condition.

If weather or other conditions do not permit the complete restoration required by this section; the Lessee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Lessee's cost, and Lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

All restoration work is subject to inspection and final approval by the City. If restoration is not made to the reasonable satisfaction of the City within the established time frame (or without notice where the disturbance or damage creates a risk to public health or safety, or cause delay or added expense to a public project or activity), the City may cause the repairs to be made at Lessee's expense and recover the cost of those repairs from Lessee. Lessee shall pay the City within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and

equipment.

vi. **Trenching.** Lessee shall not proceed with additional trench work exceeding a maximum of one hundred (100) feet of open trench without the approval of the City Engineer. All excavation spoils and/or construction debris will be removed immediately.

vii. **Crossings.** All underground crossings of paved roadways and storm water and creek channels shall be made by a bore method approved by the City Engineer. Any alternate method shall be reviewed and subject to approval by the City Engineer. Voids and all holes shall be properly grouted. Crossings shall be at approximately right angles to the roadway and in no case shall any facility be placed in any culvert or drainage pipe or within ten (10) feet of a culvert or storm sewer unless approved by City Engineer.

viii. **Boring Specifications:**

a. Casing pipe or Conduit shall be placed as indicated on the drawings and shall be as specified in the section entitled "Materials."
b. Casing pipe or Conduit shall be placed to the minimum depths indicated on the drawings. The horizontal tolerance shall be plus or minus 0.5 foot and the vertical alignment plus or minus 0.5 foot.
c. The method of placement when indicated on the drawings as Boring shall mean that the casing or Conduit is placed between two points (either at grade or from an excavated bore pit) without disturbing the ground in between. Unless otherwise required by permit, all bores shall be guided and tracked by equipment that gives continuous, accurate monitoring of the drill bit position. All guidance equipment shall be subject to the acceptance of the Engineer. Auger bores are acceptable when required by permit entities. This could possibly apply to RR crossings.
d. Bore methods and procedures shall follow industry established best practices.
e. Non-guided boring (such as what has been referred to as "missile" or "thumper") shall not be permitted at any location within the corporate limits of the City of Birmingham.
f. The contractor is responsible to protect all existing utilities and private property. Existing utilities shall be potholed prior to boring. Drill fluid shall be bentonite based compatible with the environment. Waste oil or environmentally non-compatible polymers cannot be part of the composition.
g. Used drilling fluid shall be properly, immediately and legally, disposed of.
h. The contractor shall continuously monitor boring operations for the possible frac-out of drill fluid. Any frac-out or surface uplifting shall be immediately reported to the engineer, contained, repaired and cleaned up. Any drill fluid released into waterways shall be immediately reported to the City Engineer, contractor and permit agency governing the water. In water, the frac-out shall be contained, in

accordance with the permit. Clean up shall be in accordance with the permits. Drill fluid shall not be allowed to remain in the water.

i. The contractor shall be responsible for dewatering, diverting water, and controlling water surface runoff that would affect downstream water turbidity as required for the site conditions.

j. At bore locations with lengths in excess of 600 feet as indicated on the drawings, the contractor may be allowed to establish intermediate bore pits. The City Engineer shall make the determination on the acceptability of intermediate bore pits.

k. Where pipe bends are required to be made in the field, such bends shall be made with approved bending tools, and following the pipe manufacture's approved method of procedure.

ix. **Erosion**. Erosion prevention measures shall be incorporated into all work within the ROW in accordance with the Soil Erosion and Sedimentation Control Standards as detailed by the Oakland County Water Resources Commissioner. All gutters, ditches, and other drainage features shall be maintained free and unobstructed of sediment, dirt, and debris. The handling, grading, excavating, or moving of excess construction materials or the movement or cleaning of construction vehicles or equipment shall be conducted in such a manner that materials and washout will not be deposited into catch basins, gutters, ditches, or areas where runoff may carry materials into any public or private storm water system.

x. **Inspection**. All construction inspection shall be coordinated with the City Engineer.

xi. **MISS Dig System, Inc.** Lessee and any contractor or subcontractor working on behalf of the Lessee agree to comply with the State's notification/location system, known currently as MISS Dig System, Inc. Lessee will be responsible for all locates of existing and post-acceptance newly constructed Conduit System occupied by Lessee. Lessee shall be responsible for locating Lessee Facilities as provided for under MISS DIG.

xii. **Damages**. Lessee agrees to perform construction in such a manner as to avoid possible damage to the Conduit System. Should Lessee become aware of damage to the Conduit System or the facilities of its tenants, Lessee agrees to notify the City of damages. If damage is attributable to Lessee negligence, Lessee agrees to bear full responsibility for all cost associated with the repair and restoration of the affected area. Lessee and the City Engineer shall cooperate to determine the best means of restoration. The contractor performing repairs shall be approved by the City Engineer, provided contractor is qualified and in good standing with the City.

xiii. **Due Care.** All Facilities and connections in, over, under, and upon the streets of the City, wherever situated or located, shall at all times be kept and maintained in a safe,

suitable, and substantial condition, and in good order and repair.

III. USE OF CONDUIT SYSTEM

A. Installation Procedures.

i. Permit Requirements.

a. Lessee shall be responsible for any third party supervision charges relating directly to damages attributable to Lessee negligence.
b. Lessee will meet all requirements under Chapter 30, Article X in order to receive a permit prior to beginning any construction in the Conduit System.
c. Lessee agrees to comply with the "Call MISS Dig System" or any successor utility location system requirements prior to beginning construction.
d. Construction Zone Identification. Whenever the Lessee or Lessee's agent excavates or obstructs any portion of the ROW, Lessee shall erect a temporary sign displaying either:
    i. The names of Lessee, any contractors and/or subcontractors involved in the project, and the City permit number authorizing said activity; or
    ii. The names of the Lessee and a local telephone number or toll free number manned during regular business hours by a person who is knowledgeable about the construction project. The sign shall be visible from any adjacent traffic lane and shall be maintained throughout the duration of the project.
e. Vehicle Identification. All vehicles used, parked, or stored by or on behalf of Lessee or Lessee's agent within a permitted construction zone shall be clearly marked, providing the name of Lessee or Lessee's agent. Any unmarked vehicles shall be subject to all moving and parking ordinances. Private vehicles shall be allowed to be parked or stored within any permitted work zone at any time if done so in a manner that they are not disrupting the use of the right-of-way for others, or creating sight distance hazards. All private vehicles parked elsewhere shall comply with all local parking ordinances and restrictions.
f. Cable Identification. Lessee will attach cable identification tags to lessee-owned fiber cables within the downtown area.
    i. Cable identification tags will contain the name and contact information for the lessee and be located in each System manhole and hand hole where lesseeowned cable is present.

ii. Access.

a. Standard Access. Advance notice as specified below is required prior to Lessee accessing the Conduit System. After receiving notification of access, the City will notify all parties with product in the affected area of the date and time of proposed access. Lessee can opt to have a representative on site at the time of access to

monitor all construction activities. The Lessee will be responsible for any cost to the City associated with this access.

i. Manholes – 5 business days written notification to City Engineer or designee is required prior to accessing manholes.
ii. Hand holes – 5 business days written notification to City Engineer or designee is required prior to accessing hand holes.

b. Emergency Access. In the event of an emergency, Lessee shall endeavor to provide City with notice immediately prior to accessing or working around the Conduit System, but in any case shall notify City within 4 hours of commencement of work or access into the Conduit System. On the first available business day City may notify all parties with product in the affected area.
c. Supervision. Any customary charge incurred by the City for a City technician to supervise the installation, maintenance, or emergencies of the Lessee project will be the responsibility of the Lessee. In addition, Lessee shall be responsible for any 3rd party supervision charges relating directly to damages attributable to Lessee negligence. The City will provide Lessee with a City Inspector rate sheet.
d. Notification. City will notify Lessee of any emergency access to, or work performed around, the Conduit System on the first available business day after an Emergency Access by the City or any third party. Regarding Standard Access described in III (ii.)(a.) above, the City shall provide Lessee with not less than five (5) days prior notice of proposed access to the Conduit System by the City or any third party.

iii. Core bore location.

a. All manholes core bore locations or similar access will be subject to the approval of the City Engineer. Such request must be made in writing, accompanied with a set of plans showing the location of all existing core bore locations in the manhole. The City shall take no more than fourteen (14) days to respond to core bore requests.
b. All hand hole core bores or similar access locations will be subject to the approval of the City Engineer. Such requested must be made in writing, accompanied with a set of plans showing the location of all existing core bore locations in the hand hole. The City shall take no more than fourteen (14) days to respond to core bore requests.
c. Core bores will be accomplished using generally accepted industry practices. Requests will not be unreasonably delayed or denied by the City.

iv. Open Cut.

a. Removal of Spoil. Any/all spoil from excavation, trenching, boring or other construction activity shall be removed from the ROW the same day it is excavated.

No spoil will be left on the street, sidewalk, or any other traveling surface overnight.

b. Approval of Backfill. Cement-based flow-able fill or Class A aggregate base compacted to 95% standard modified proctor as described in the City of Birmingham Standard Specifications for Municipal Construction shall be used as backfill under a street or alley At no time shall any excavation spoil be used as backfill. At no time shall sand be used as bedding or backfill material. Only cement-based flow-able fill or other equal material will be approved for use by the City Engineer.

c. Plating of open trench. Any trench in the roadway to be left unattended for any length of time shall be plated.

v. Pulling or Blowing Communication Cabling.

a. All fiber optic cable shall be installed using a powered pulling winch and hydraulic powered assist pulling wheels. The maximum pulling force to be applied to the fiber optic cable shall be 600 pounds. Sufficient pulling assists will be available and used to insure the maximum pulling force is not exceeded at any point along the pull. The cable can also be installed via other methods as long as maximum pulling force on the cable does not exceed 600 pounds. All cables shall be lubricated with Polywater or approved equal. A pulling swivel with a break-away rated at 600 pounds shall be used at all times during the pulling operation.

b. All splices and splice cases will be contained in manholes with locations of splice cases within the manholes to be approved by City Engineer. Splices will not be approved in hand hole locations.

c. Slack loops for Main Line cables will be fifty foot (50') maximum length of cable and may be installed in every Main Line manhole where space exists. Slack loops for Building Extension cable will be a maximum of twenty-five foot (25') in length and located in hand holes where space exists. The City Engineer will review and approve all locations for slack loops. All slack loops and splice cases will be securely mounted to the manhole wall using generally accepted industry practices and will not interfere with conduit, innerduct, or manhole access. Slack loops may be prohibited in hand holes and manholes where physical space is not available or where the addition of slack may cause the hand hole or manhole to be unusable in the sole discretion of the System manager. No slack will be allowed on the manhole floor.

d. Splice cases may be installed in any Main Line manhole. All mounting locations for splice cases and equipment racks will be approved by City Engineer.

e. All manholes and hand holes will be kept clean and free of trash, unsecured slack loops, unsecured splice cases, and or other debris at all times.

f. All conduits, innerducts, locate wire and fiber shall have a lubricant applied at each conduit ingress and egress location and during the pull operation. Lubricant shall be Polywater (type specific to be approved per project) or equal.

contractors for all job sites within the ROW.

v. **Safety.** Lessee agrees to perform all work in strict accordance with all applicable federal, state, local rules and laws regarding safety and environmental issues, including those set forth by OSHA and the EPA.

vi. **Timeline.** Lessee agrees to perform all construction and attempt with all reasonable effort to complete projects in a timely manner.

B. Restoration.

i. Street.

a. Lessee shall comply with the terms and conditions of the Birmingham Ordinances prior to cutting any pavement.
b. The replacement of any sidewalk, any driving surface, and the base of any roadway shall comply with City of Birmingham Standard Specifications for Municipal Construction, pursuant to engineering plans on file with the Engineering Department and will require additional removal to the nearest joint in all directions. This removal and all pavement restoration shall be the responsibility of the Lessee. The Lessee contractor shall be approved by the City Engineer, which approval shall not be unreasonably withheld provided contractor is qualified and in good standing with the City, with all work done at the expense of the Lessee as set forth in the Birmingham Ordinances.

ii. Alley.

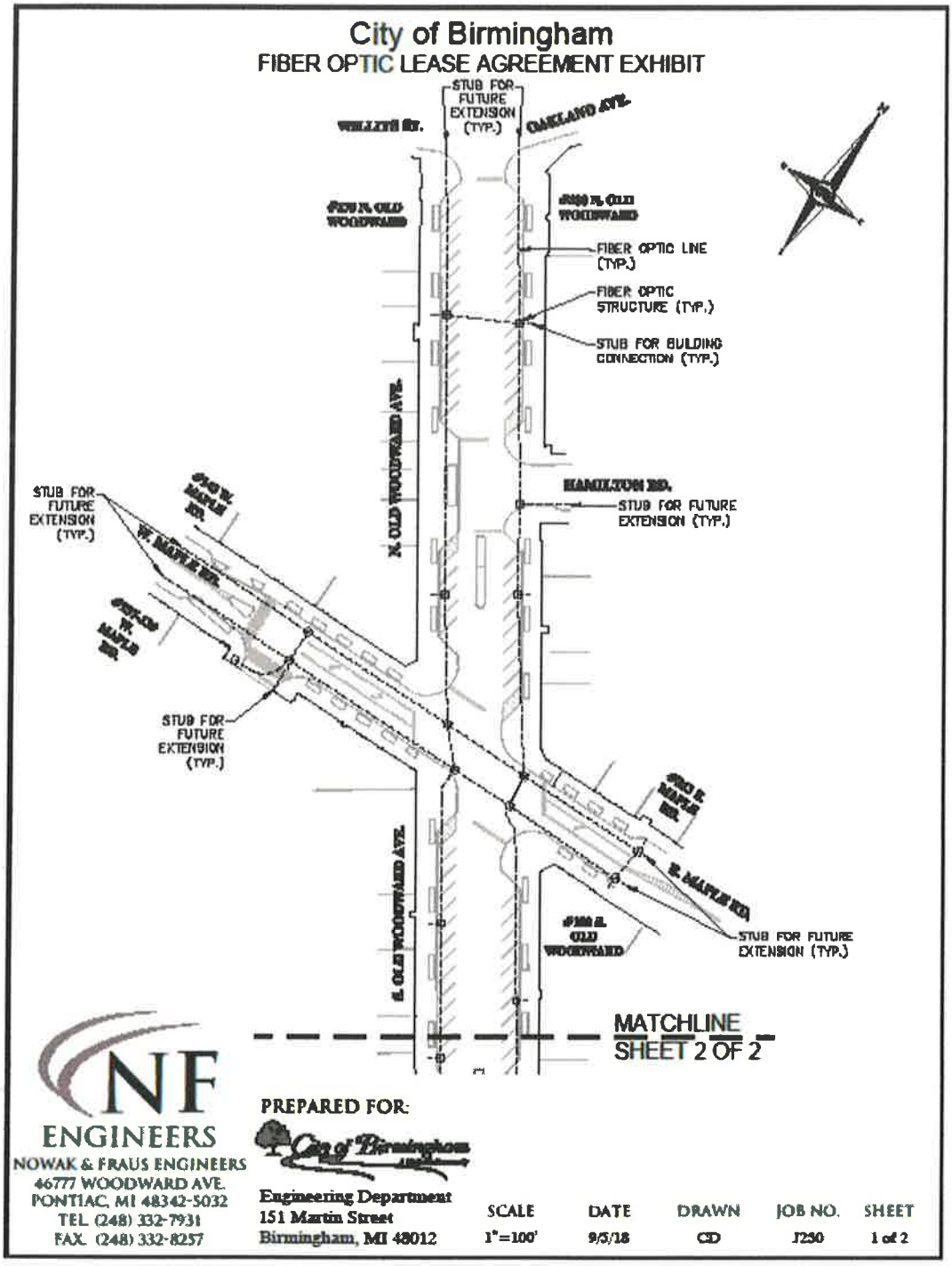
a. All restoration in alleys shall comply with City of Birmingham Standard Specifications for Municipal Construction, pursuant to engineering plans on file with the Engineering Department. City Engineer shall determine proper size, scope, and material used to repair alleys on a case by case basis.
b. All public alleys shall be considered and treated as public rights-of-way, subject to the same requirements as public streets.

iii. Contractor / Subcontractor Qualifications. All Lessee contractors and subcontractors will meet the requirements set forth in by the Engineering Department and be in good standing with the City.

iv. Traffic Control and Safety.

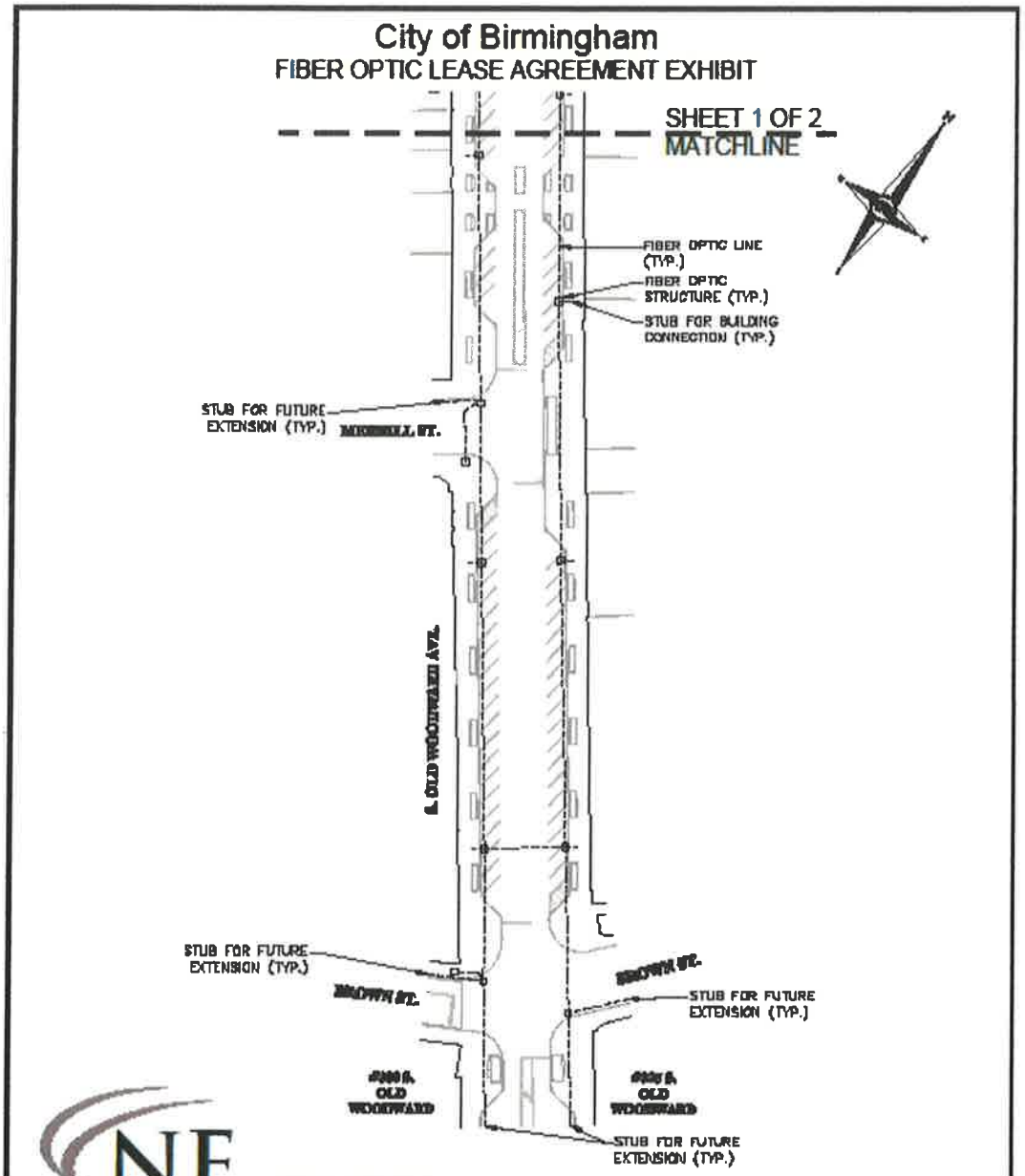
a. Lessee, while occupying any portion of ROW in connection with access to the Conduit System, shall erect a barrier around the perimeter of any excavation and provide any and all traffic-control devices, signs, and lights appropriate to the level of complexity of the activity in order to protect, warn, and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic-control plan in accordance with the Michigan Manual on Uniform Traffic Control Devices and approved by the City Engineer prior to commencing construction.
b. Lessee shall implement each traffic-control plan and agrees to be in compliance at all times with all applicable city, state, and federal requirements and maintain all devices in good repair. Lessees with open excavations awaiting final restoration shall maintain all devices until repair is complete.
c. Lessee shall designate a safety officer. The safety officer shall be responsible for safety-related issues affecting both the public and the Lessee's field employees and

Exhibit B


City of Birmingham
FIBER OPTIC LEASE AGREEMENT EXHIBIT
STUB FOR FUTURE EXTENSION (TYP.)
OAKLAND AVE.
FIBER OPTIC LINE (TYP.)
FIBER OPTIC STRUCTURE (TYP.)
STUB FOR BUILDING CONNECTION (TYP.)
N. OLD WOODWARD AVE.
HAMILTON RD.
STUB FOR FUTURE EXTENSION (TYP.)
STUB FOR FUTURE EXTENSION (TYP.)
W. MAPLE RD.
STUB FOR FUTURE EXTENSION (TYP.)
E. MAPLE RD.
S. OLD WOODWARD AVE.
STUB FOR FUTURE EXTENSION (TYP.)
MATCHLINE
SHEET 2 OF 2
NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257
PREPARED FOR:
City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012
SCALE 1"=100'
DATE 9/5/18
DRAWN CD
JOB NO. J250
SHEET 1 of 2

City of Birmingham

FIBER OPTIC LEASE AGREEMENT EXHIBIT



NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:

City of Birmingham

Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=100'	9/5/18	CD	J250	2 of 2

Exhibit C

Performance Bond

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____as Principal, and _____as Sureties, are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of Ten Thousand Dollars ($10,000.00), 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 _____ day of _____, 201__.

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 _____

_____

_____,

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:

_____ _____

_____ _____

_____

Principal

_____

_____

_____

MEMORANDUM

Planning Department

DATE: February 23, 2026

TO: Nick Dupuis, Planning Director

FROM: Leah Blizinski, City Planner

SUBJECT: Set Public Hearing for 600 N. Old Woodward Suite 101 & 203 – Old World Pizzeria – Special Land Use Permit, Final Site Plan & Design Review

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INTRODUCTION:

The applicant has submitted a Special Land Use Permit application, Final Site Plan & Design Review application for a food or drink establishment in the O2 (Office Commercial) and D2 (Downtown Overlay) zoning districts at the north end of Downtown Birmingham. The necessity for a Special Land Use Permit is simple in that the O2 zoning district requires such for a food or drink establishment. There will be no liquor sales for on premise or off premise consumption at this juncture. The restaurant will have seating as well as carryout options.

In the recent past, the site was home to Café Succo, a food and drink establishment operating under a Special Land Use Permit since 2013. Café Succo was a sit down juice bar and coffee shop and also did not offer liquor sales for on premise or off premise consumption.

The proposed new restaurant, Old World Pizzeria, will serve pizza for takeout or eat-in with a modest amount of seating proposed. The proposal includes the kitchen in the basement, a kitchen and service counter on the first floor, seating for 8 (4 chairs and 4 tables, with seating for 4 on a bench along the front wall) in a dining area at the front of the first floor (N. Old Woodward side). There are no outdoor seats proposed at this time.

BACKGROUND:

On January 28, 2026 (Agenda - Video), the Planning Board moved to recommend approval to the City Commission of the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no expected direct impacts to City finances.

SUSTAINABILITY:

There are no direct sustainability considerations as a part of this Special Land Use Permit Amendment.

DESIGN CONSIDERATIONS:
At this time the applicant has not proposed any changes to the exterior of the building. The outdoor dining adjacent to the site is a common space of the multi-tenant building, is not a part of this site plan and is not proposed to change.

PUBLIC COMMUNICATIONS:
If your report involves a project or action impacting a specific segment of the public, indicate the means by which individuals have been given information about the item. This could include required notifications and notices, e-mail communications, social media posts, meetings, etc.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of March 23, 2026 to consider the Special Land Use Permit, Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203.

ATTACHMENTS:
1. Old World Pizzeria Special Land Use Resolution
2. Old World Pizzeria Special Land Use Permit Contract
3. Old World Pizzeria Site/Design Plans
4. Old World Pizzeria Planning Board Report

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of March 23, 2026 to consider the Special Land Use Permit, Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203.

Old World Pizzeria
600 N. Old Woodward Suites 101 & 203
Special Land Use Permit 2026

WHEREAS, A Special Land Use Permit, Final Site Plan & Design Review application was filed in January 2026 seeking approval for a new food and drink establishment in the O2 Zoning District;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward, north of Harmon and adjacent to Lot 6 public parking;

WHEREAS, The land is zoned O2 (Office/Commercial) and D2 (Downtown Overlay), which permits food and drink establishments with a Special Land Use Permit;

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

WHEREAS, The Birmingham Planning Board on January 28, 2026 reviewed the application for Special Land Use Permit, Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated January 28, 2026 related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend approval to the City Commission for the new food and drink establishment in the O2 zoning district;

WHEREAS, The Birmingham City Commission has conducted a public hearing on March 23, 2026, and has reviewed the Special Land Use Permit, Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code;

THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met, and that Old World Pizzeria's Bistro application for a Special Land Use Permit, Final Site Plan & Design Review at 600 N. Old Woodward Suites 101 & 203 is hereby approved;

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

1. Old World Pizzeria shall abide by all provisions of the Birmingham City Code;
2. Old World Pizzeria shall comply with the approved site and design plans and any amendments thereto; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall

result in termination of the Special Land Use Permit.

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

BE IT FURTHER RESOLVED that Old World Pizzeria is recommended for approval of a new food and drink establishment in the O2 and D2 zoning districts at 600 N. Old Woodward Suites 101 & 203, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on March 23, 2026.

_____

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT
FOR 600 N. OLD WOODWARD SUITES 101 & 203 E. – OLD WORLD PIZZERIA

This Contract is entered into this ___day of _____, 2026 by and between **OLD WORLD PIZZERIA, LLC**, whose address is 116 N. Michigan Ave., Saginaw MI 48602, (herein referred to as Old World Pizzeria) and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 (City).

R E C I T A L S:

WHEREAS, A Special Land Use Permit, Final Site Plan & Design Review application was filed in January 2026 seeking approval for a new food and drink establishment in the O2 Zoning District;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward, north of Harmon and adjacent to Lot 6 public parking;

WHEREAS, The land is zoned O2 (Office/Commercial) and D2 (Downtown Overlay), which permits food and drink establishments with a Special Land Use Permit;

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

WHEREAS, The Birmingham Planning Board on January 28, 2026 reviewed the application for Special Land Use Permit, Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated January 28, 2026 related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend approval to the City Commission for the new food and drink establishment in the O2 zoning district;

WHEREAS, The Birmingham City Commission has conducted a public hearing on March 23, 2026, and has reviewed the Special Land Use Permit, Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code;

THEREFORE, the parties agree as follows:

1. Old World Pizzeria acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.

2. Old World Pizzeria agrees that it shall adhere to all Federal, State and Local ordinances

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currently in effect or as subsequently amended or enacted.

3. To the fullest extent permitted by law, Old World Pizzeria and any entity or person for whom Old World Pizzeria is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Old World Pizzeria's operation at the Property. Old World Pizzeria is not liable if the act or omission is the City's.

4. In the event Old World Pizzeria fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Business Owner, Old World Pizzeria, whose address is 48009116 N. Michigan Ave., Saginaw MI 48602.

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

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

7. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

a. Old World Pizzeria shall abide by all provisions of the Birmingham City Code;
b. Old World Pizzeria shall comply with the approved site and design plans and any amendments thereto; and
c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

9. Except as herein specifically provided Old World Pizzeria and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Old World Pizzeria to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

10. Old World Pizzeria is recommended for the approval of a food and drink establishment in the O2 and D2 zoning districts of Birmingham at 600 N. Old Woodward, subject to final

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inspection.

11. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Old World Pizzeria. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. No party shall assign any of the rights under this Contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

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

OLD WORLD PIZZERIA, LLC

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____, who acknowledged that with authority on behalf of **OLD WORLD PIZZERIA, LLC** to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Nicholas Dupuis, Planning Director
(Approved as to substance)

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

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Old World Pizzeria

Coming Soon To Suite 203 and Suite 101 located at

600 N. Old Woodward in the Maplewood Office Park

O.W.P.

OLD WORLD PIZZERIA

Project Goals

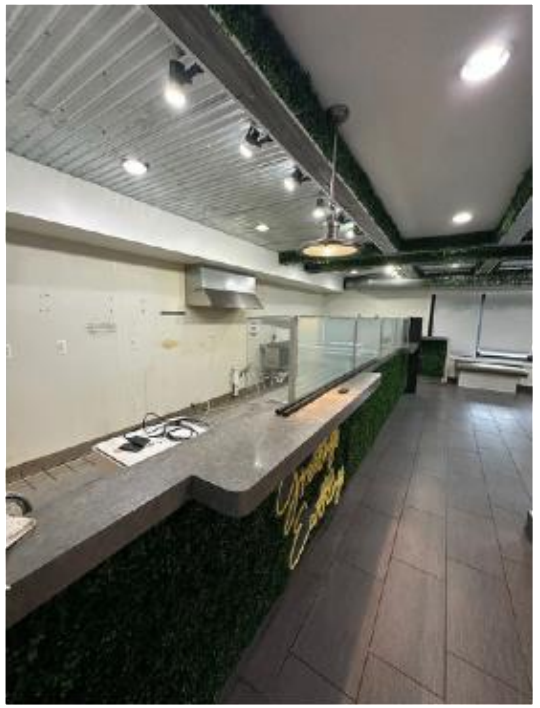
- **Bring Old World Pizzeria to Birmingham** with the same scratch-made dough, house recipes, and consistent guest experience.
- **Create a vibrant, family-friendly neighborhood destination** that activates the street, supports walkability, and adds energy to the downtown dining mix.
- **Invest long-term in the community** through local hiring, strong operations, and a high-quality buildout that adds to the already exceptional scene of Birmingham.

Building Information

Formerly Café Succo

600 North Old Woodward Birmingham, MI

IMAGES | Existing Former Café Succo



The Original Old World Pizzeria

IMAGES | Existing OWP

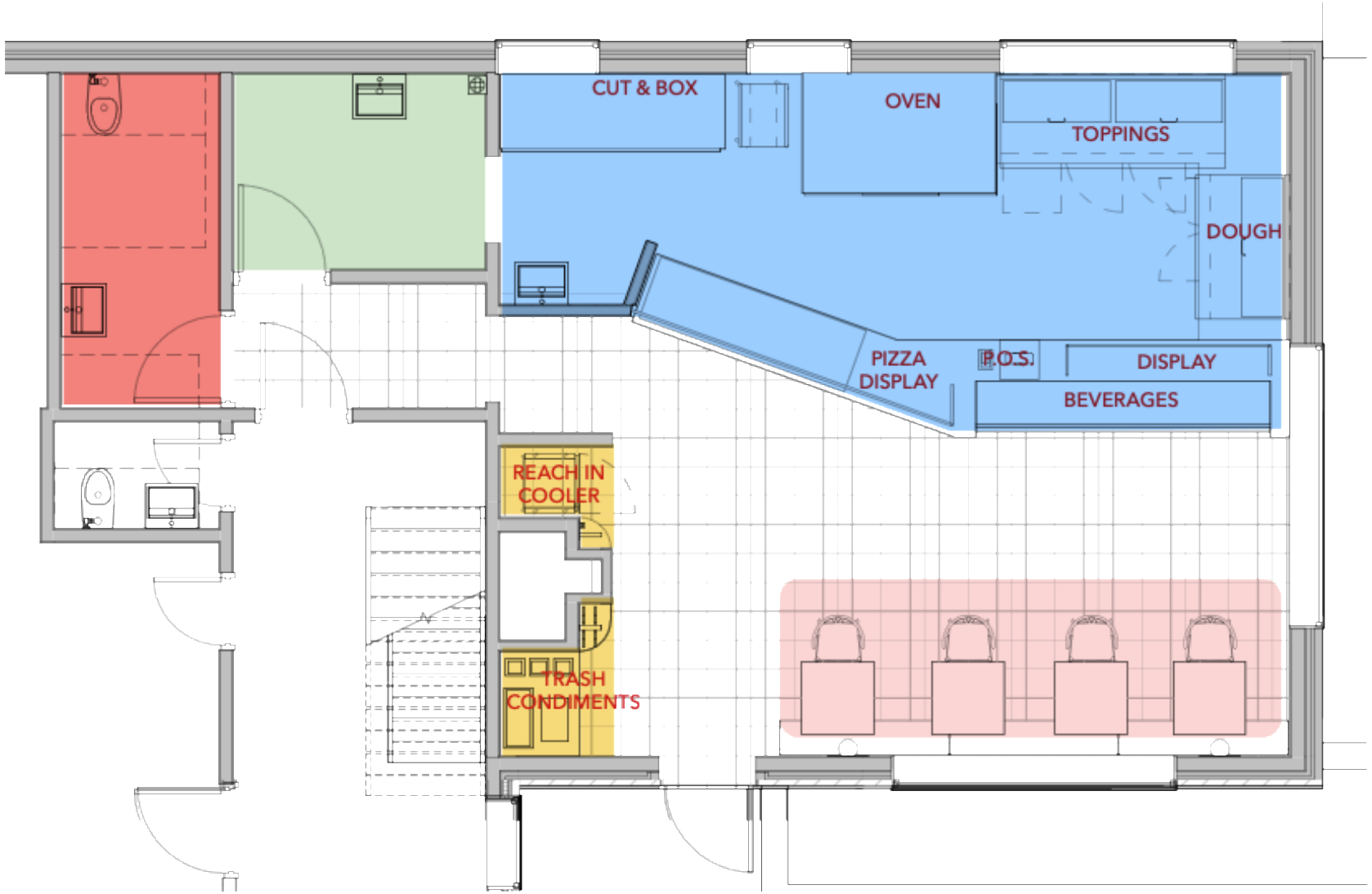
20” Round Pies

Leelanau
LOCAL CHERRY
CHERRY LIMEADE
CHERRY LEMONADE

Eat Your Dreams

Proposed Plans

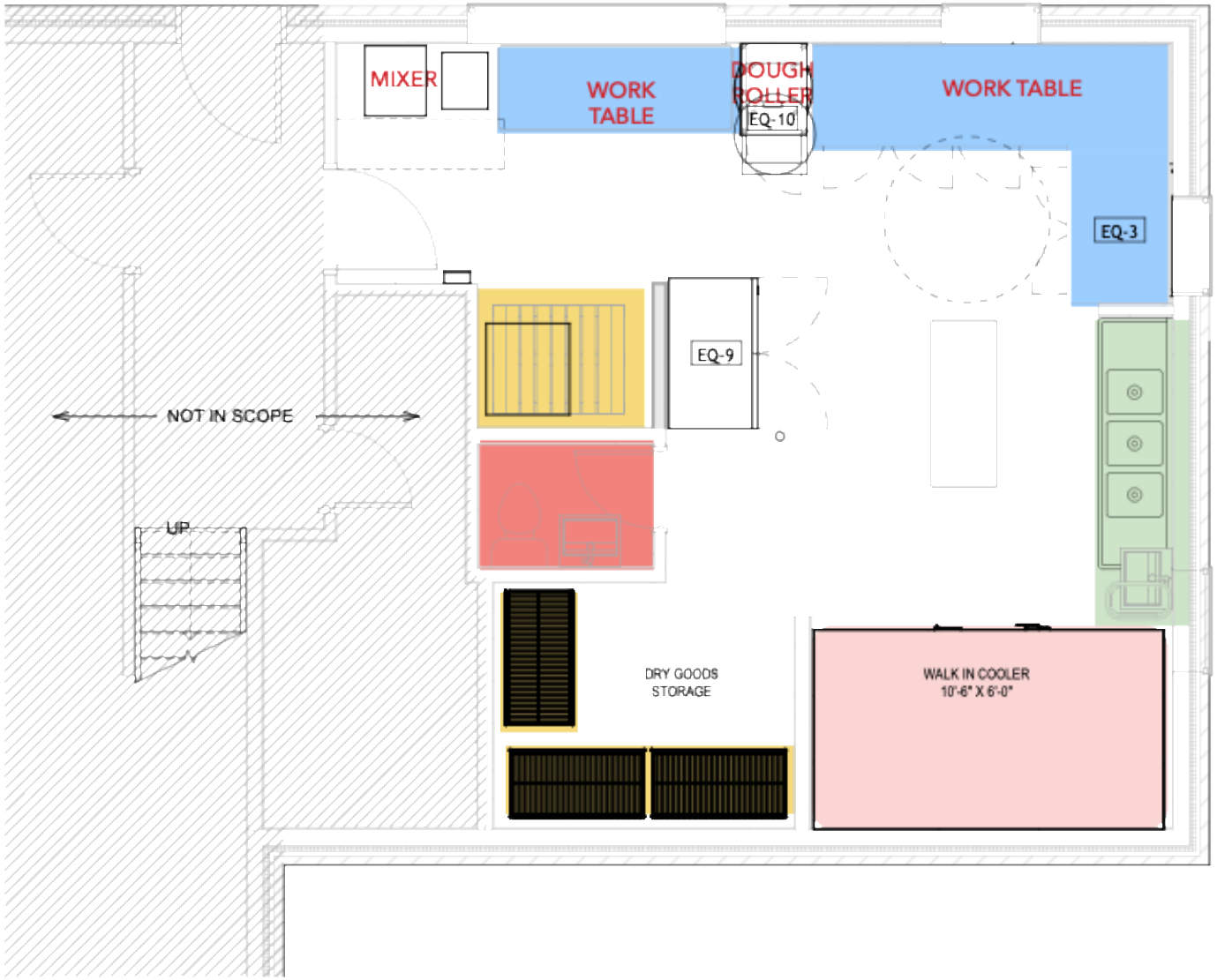
1ST FLOOR | Proposed Plan



KEY

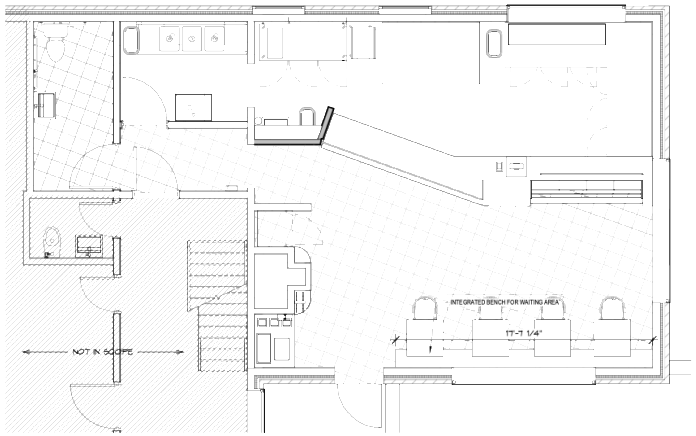
- FOOD PREP & DISPLAY
- 3 COMPARTMENT SINK
- TOILET ROOM
- STORAGE / DISPLAY
- SEATING AREA

BASEMENT | Proposed Plan



KEY

- FOOD PREP
- 3 COMPARTMENT SINK
- TOILET ROOM
- STORAGE
- WALK IN COOLER



FIRST FLOOR - FURNTITURE

Scale: 1/4" = 1'-0"

Door Schedule

Dr. No.	Door Size	Door Location	Door Type	Door Material	Frame Type	Frame Material	Hardware Type	Rating	Remarks
001	3' - 0" x 7' - 0"	KITCHEN	EX.	EX.	EX.	EX.	EX.		1
002	2' - 4" x 7' - 0"	EX. BATH.	EX.	EX.	EX.	EX.	EX.		2
100A	3' - 0" x 7' - 0"	KITCHEN	EX.	EX.	EX.	EX.	EX.		1
100B	3' - 0" x 7' - 0"	KITCHEN	EX.	EX.	EX.	EX.	A		
103	3' - 0" x 7' - 0"	DISHWASHER	EX.	EX.	EX.	EX.	B		
104	3' - 0" x 7' - 0"	RESTROOM	EX.	EX.	EX.	EX.	C		

REMARKS:
1. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN. LOCK TO BE RE-KEY
2. EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.

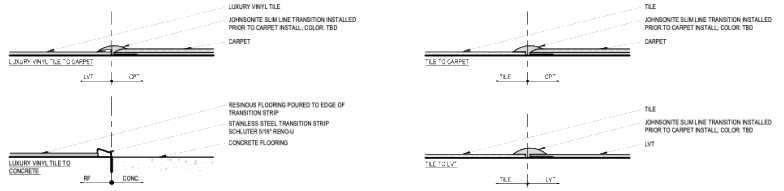
Hardware

INTERIOR DOOR - Set D Butts Lockset w/ Keypad Bumper	INTERIOR DOOR - Set C Butts Indicator Latchset w/ Lockset Bumper Closer	INTERIOR DOOR - Set C Butts Latchset Bumper

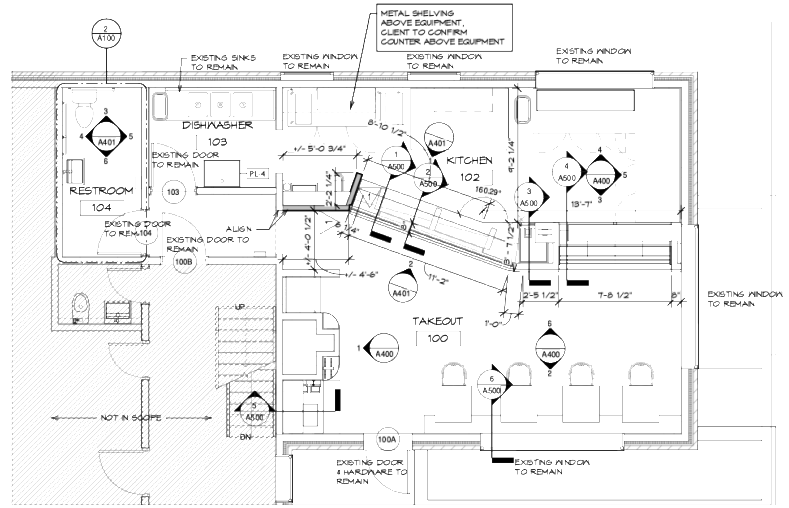
ALL DOORS TO HAVE LEVER HANDLE LOCK AND LATCHSETS TO MEET WITH BARRIER FREE REQUIREMENTS. SEE SPECIFICATIONS

ALL DOORS TO BE SOLID CORE WITH A STAIN / POLYURETHANE FINISH TO BE APPROVED BY OWNER. WOOD FRAMES TO BE PAINTED FINISH.

DOOR OPENING FORCE WILL BE AS FOLLOWS:
1. INTERIOR HINGED DOORS (OTHER THAN FIRE DOORS):- 5.0 LBS OR 22.2 N.
2. SLIDING OR HINGED DOORS = RELEASED WITH A FORCE OF 15 LBS OR 67 N SET IN MOTION WITH A FORCE OF 30 LBS OR 133

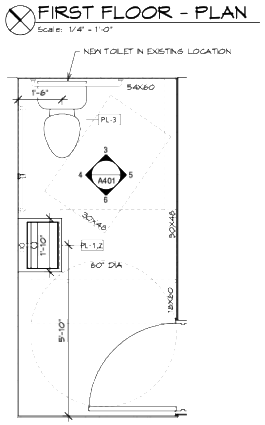


FLOOR FINISH TRANSITION



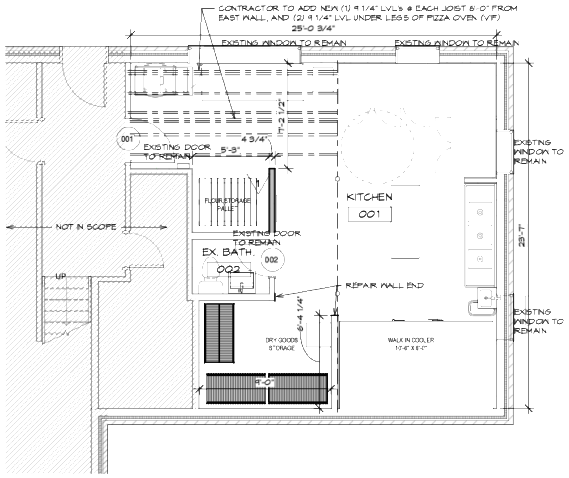
FIRST FLOOR - PLAN

Scale: 1/4" = 1'-0"



RESTROOM

Scale: 1/2" = 1'-0"

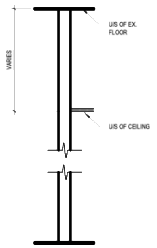


BASEMENT - PLAN

Scale: 1/4" = 1'-0"

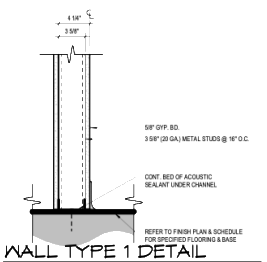
WALL LEGEND

1 — 5/8" GYP. BOARD ON BOTH SIDES OF 9 5/8" METAL STUDS @ 16" O.C. GYPSUM BOARD TO UNDERSIDE OF FLOOR DECK ABOVE. INSTALL MINERAL WOOL BATT INSULATION FOR THE FIRE BLOCKING AT ALL CEILING LINES AND AT THE TOP OF THE STUD WALL. INSTALL SLIP JOINT TOP TRACK TO THE UNDER SIDE OF THE EXISTING METAL DECK AND STRUCTURE



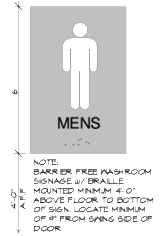
WALL HEIGHT DETAIL

Scale: N.T.S.



WALL TYPE 1 DETAIL

Scale: N.T.S.



Restroom Sign

GENERAL NEW WORK FLOOR PLAN NOTES

1. ANY BUILDOUT THAT IS DEVELOPED FROM THE INTENT OF THIS INFORMATION MUST COMPLY WITH ALL APPLICABLE BUILDING CODES, REGULATIONS, AND STANDARDS.
2. PROVIDE EXIT SIGNS AS REQ'D WHICH SHALL CONFORM TO ALL APPLICABLE CODES. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED BY TWO ELECTRICAL LAMPS OR SHALL BE OF AN APPROVED SELF-LUMINOUS TYPE. WHEN THE LUMINANCE ON THE FACE OF AN EXIT SIGN IS FROM AN EXTERNAL SOURCE, IT SHALL HAVE AN INTENSITY OF NOT LESS THAN 50 FOOTCANDLES FROM EITHER LAMP. INTERNALLY ILLUMINATED SIGNS SHALL PROVIDE EQUIVALENT ILLUMINESCENCE. THE COLOR AND DESIGN OF LETTERING, ARROWS AND OTHER SYMBOLS ON THE EXIT SIGN SHALL BE IN CONTRAST WITH THEIR BACKGROUND. WORDS ON THE SIGN SHALL BE IN BLOCK LETTERS, 6" IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4". REFERENCE ELECTRICAL DWG. FOR QUANTITY & LOCATIONS.
3. EXITS SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING AN INTENSITY OF NOT LESS THAN ONE FOOTCANDLE AT FLOOR LEVEL.
4. REFER TO BASE BUILDING LIFE SAFETY AND REFLECTED CEILING PLANS FOR FIRE RATED PARTITIONS.
5. REMOVE EXISTING FINISHES AT EXTERIOR WALLS, COLUMNS, AND FLOOR DECK WHERE THEY ARE PEELING/DETERIORATING UNLESS OTHERWISE INDICATED.
6. FLOOR SURFACE TO BE CLEAN, SOUND AND MOISTURE FREE PRIOR TO INSTALLING ALL FLOOR FINISHES.
7. ALL DIRT, DUST, LAITANCE, CURING COMPOUNDS, GLUE AND DELAMINATING MATERIALS MUST BE REMOVED PRIOR TO ANY MATERIAL APPLICATIONS.
8. COORDINATE FLOOR FINISH WITH FINISH PLANS.
9. REFER TO SHEET A.004 FOR EQUIPMENT SCHEDULE AND REFER TO SHEET A.703 FOR FURNITURE TAGS.
10. CARPENTRY CONTRACTOR TO PROVIDE BLOCKING IN PARTITIONS FOR ALL WALL MOUNTED INSTALLATIONS. BLOCKING TO BE NON-COMBUSTIBLE UNLESS OTHERWISE NOTED.
11. SEE FLOOR PLAN ON THIS SHEET FOR FIRE EXTINGUISHER LOCATIONS.
12. ALL CORNERS ARE DRAWN TO BE 90 DEGREES OR 45 DEGREES UNLESS OTHERWISE NOTED.
13. DIMENSIONS OF NEW WORK CAN BE WITHIN +/- 5".
14. FIELD VERIFY EXISTING WALL ASSEMBLY TYPES AND MATCH THE EXISTING WALL PROFILES WHEN ALIGNING NEW PARTITIONS WITH EXISTING.
15. REFER TO SHEET A.003 FOR TYPICAL DIMENSIONING CONVENTIONS USED FOR TOILET ROOM EQUIPMENT AND FIXTURES.

BLOCKING NOTE:
GC TO PROVIDE ALL 3/4" THK. FIRE-RETARDANT IN-WALL & IN-MILLWORK PLYWOOD BLOCKING AS REQUIRED FOR TELEVISIONS, PLUMBING ACCESSORIES, COAT HOOKS, MILLWORK AND SIGNAGE.

NEW WORK PLAN LEGEND

- EXISTING WALL OR ELEMENT TO REMAIN
- PROPOSED NEW WALL
- EXISTING AREA NOT IN SCOPE OF THIS PROJECT
- WALL TYPE TAG
- FEC-01 — SEMI-RECESSED FIRE EXTINGUISHER CABINET
- PROPOSED NEW MILLWORK

MGA Architects-Designers

Moisseev/Gordon Associates, Inc.
4351 Delemere Court
Royal Oak, MI 48073

248.549.4500 voice
248.549.7300 facs.

www.mga-architects.net

provoke design

Provoke Design
248.943.8943 voice

www.provoke-design.com

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Use figured dimensions only. Do not scale the drawings.

Client:
Old World Pizza

600 N. Old Woodward Ave, Birmingham, MI

Project Title:
Pizzeria Interior Build-Out

600 N. Old Woodward Ave., Birmingham, MI

Sheet Title:
FLOOR PLAN

Project Number: 25438
Drawn By: MJN
Checked By: MJN
Approved By: AJM
Date: 10-13-2025

Issued:

For Demo Permit	11-12-25
Progress Set	12-19-25
Permit Set	1-16-26

Sheet Number:
A100

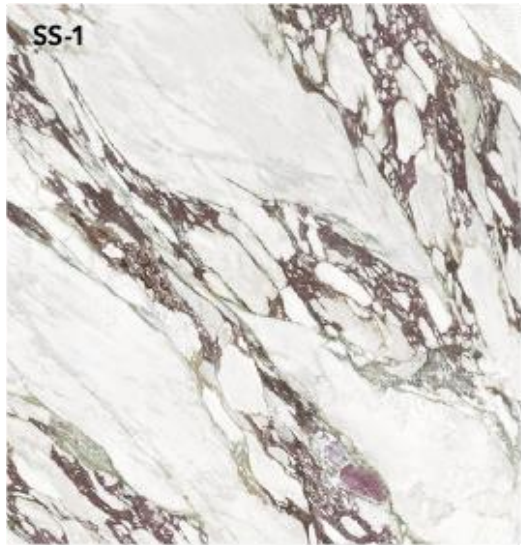
1/21/2026 1:31:57 PM

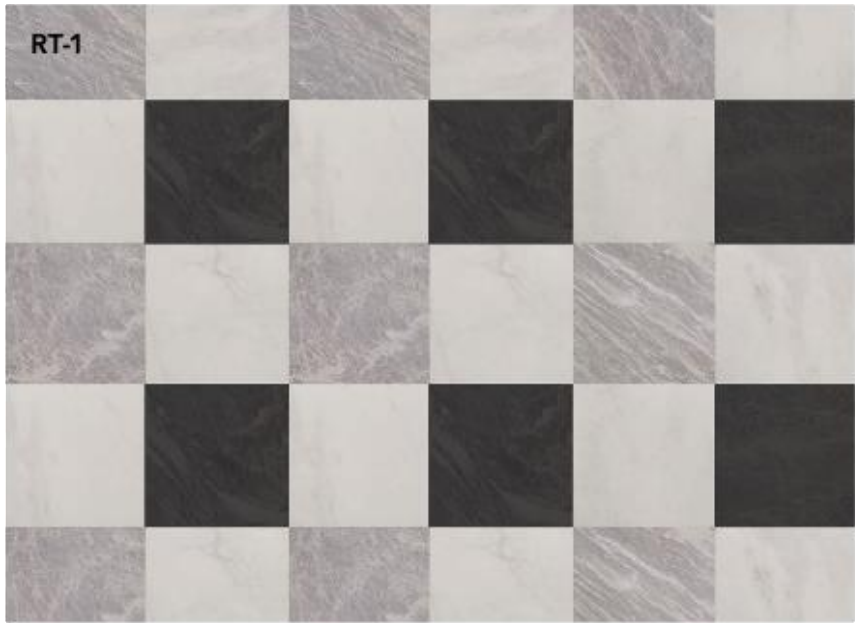
>>> finishes

BRAND INTERPRETATION | OWP

FINISH UPDATE | Look & Feel

PL-1





P-1

P-2

FB-1

Concept Photo 3D Rendering

Concept Photo 3D Rendering

Thank you!

MEMORANDUM

Planning Department

DATE: January 28th, 2026

TO: Nicholas Dupuis, Planning Director

FROM: Leah Blizinski, City Planner

SUBJECT: 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria – Special Land Use Permit, Final Site Plan & Design Review

---

INTRODUCTION:
The applicant has submitted a Special Land Use Permit application for a food or drink establishment in the O2 (Office Commercial) zoning district at the north end of Downtown Birmingham. The necessity for a Special Land Use Permit is simple in that the O2 zoning district requires such for a food or drink establishment. There will be no liquor sales for on premise or off premise consumption at this juncture. The restaurant will have seating as well as carryout options.

In the recent past, the subject site was home to Café Succo, a food and drink establishment operating under a Special Land Use Permit since 2013. Café Succo was a sit down juice bar and coffee shop and also did not offer liquor sales for on premise or off premise consumption.

The proposed new restaurant, Old World Pizzeria, will serve pizza for takeout or eat-in with a modest amount of seating proposed. The proposal includes the kitchen in the basement, a kitchen and service counter on the first floor, seating for 8 (4 chairs and 4 tables, with seating for 4 on a bench along the front wall) in a dining area at the front of the first floor (N. Old Woodward side). There are no outdoor seats proposed at this time.

1.0 Land Use and Zoning

1.1 Existing Land Use – The subject site is currently a 2-story commercial building and is currently operating as a takeout and sit down food and drink establishment.

1.2 Zoning – The subject site exists within the O2 (Office-Commercial) and D2 (Downtown Overlay) zoning districts.

1.3 Summary of Adjacent Land Use and Zoning –

	North	South	East	West
Existing Land Use	Commercial	Public Property	Public Property	Multiple Family Residential
Existing Zoning District	O2 – Office Commercial	PP – Public Property	PP – Public Property	R6 – Multiple Family Residential
Overlay Zoning District	D2	D2	N/A	N/A

2.0 Setback and Height Requirements

There are no changes to the bulk, height or placement and no issues associated with the proposed project.

3.0 Screening and Landscaping

3.1 Dumpster Screening – The applicant has stated that although there are no waste receptacles on site, they have secured dumpster privileges for the common dumpster in the rear public parking lot area.

3.2 Parking Lot Screening – The proposed restaurant does not contain an off-street parking facility, thus the parking lot screening requirements are not applicable.

3.3 Mechanical Equipment Screening – There are no changes proposed to the existing rooftop units, nor are any new rooftop or ground mounted mechanical units proposed.

3.4 Landscaping – There are no changes proposed to the landscaping on site.

3.5 Streetscape – The subject site's location in the north end of Downtown Birmingham and the public parking facility directly in front of the building create a poor environment for benches, bike racks or waste receptacles. The area across the parking facility and the boulevard on N. Old Woodward contain street trees and streetlights.

4.0 Parking, Loading and Circulation

4.1 Parking – The subject site is located within the former Parking Assessment District, thus no parking analysis is required for the commercial use proposed.

4.2 Loading – Article 4, Section 4.24 does not require commercial uses between 0 and 10,000 sq. ft. to provide any off-street loading facilities. The building is 1,425 sq. ft. and thus does not require an off-street loading space.

4.3 Vehicular Circulation and Access – Vehicles access the site via a public parking facility directly adjacent to the site. There are no changes proposed in this regard.

4.4 Pedestrian Circulation and Access – Pedestrian access to the building is located through a single door on the N. Old Woodward façade. No changes are proposed to the entrance.

5.0 Lighting

There are no new exterior light fixtures proposed as a part of this project. The building currently contains 2 gooseneck light fixtures over the front window.

6.0 Design Review

There are no exterior changes proposed to the building at this time.

7.0 Required Attachments

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

8.0 Approval Criteria

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

1. *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*

   The location, size and height of the building, walls and fences is not changing and therefore adequate landscaped open space so as to provide light, air and access to the persons occupying the structure will remain.

2. *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*

The location, size and height of the building, walls and fences is not changing and therefore there will be no interference with adequate light, air and access to adjacent lands and buildings.

3. *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*

   The location, size and height of the building, walls and fences is not changing and will not hinder the reasonable development of adjoining property nor diminish the value thereof.

4. *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

   The site plan, and its relation to streets, driveways and sidewalks does not interfere with and is not hazardous to vehicular and pedestrian traffic. None of the existing conditions with respect to these items is changing.

5. *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*

   The proposed development is extremely similar to what was previously existing on the site and is compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of the chapter.

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

   The location, shape and size of required landscaped open space is not changing and is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

Additionally, Article 7, Section 7.36 states that the City Commission shall not approve of any requests for a special land use permit unless it determines that the following standards are met:

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

   The pizzeria use is consistent with and will promote the intent and purpose of the Zoning Ordinance.

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

A takeout pizza counter with limited eat-in space is compatible with adjacent use of land, the natural environment and the capabilities of public services and facilities affected by the land use.

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

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

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

   The use is in compliance with all the other requirements of the Zoning Ordinance.

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

   The use will not be injurious to the surrounding neighborhood.

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

   To the best of our knowledge, the use is in compliance with state and federal statutes.

9.0 Recommendation

Based on a review of the site plan submitted, the Planning Department finds that the proposed Special Land Use Permit, Final Site Plan and Design Review application meets the requirements of Article 7, section 7.27 and 7.36 of the Zoning Ordinance. Thus, the Planning Department recommends that the Planning Board recommend **APPROVAL** to the City Commission the Special Land Use Permit, Final Site Plan and Design Review for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria.

10.0 Sample Motion Language for Special Land Use Permit

Motion to adopt the findings of the Planning Department in the report dated January 28, 2026 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend that the City Commission **APPROVE** the Special Land Use Permit application for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria.

OR

Motion to **POSTPONE** the Special Land Use Permit and Final Site Plan for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria – pending receipt of the following:

1._____
2._____
3._____

OR

Motion to recommend that the City Commission **DENY** the Special Land Use Permit and Final Site Plan for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria – for the following reasons:

1._____
2._____
3._____

11.0 Sample Motion Language for Final Site Plan & Design Review

Motion to adopt the findings of the Planning Department in the report dated January 28, 2026 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **APPROVE** the Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review application for 600 N. Old Woodward Suites 101 & 203 – Old World Pizzeria – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to adopt the findings of the Planning Department in the report dated January 28, 2026 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend that the City Commission **DENY** the Final Site Plan & Design Review application for 600 N. Old Woodward – Old World Pizzeria – for the following reasons:

1. _____
2. _____
3. _____

MEMORANDUM

Parking Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Aaron Ford, Parking Manager

SUBJECT: Professional Consulting Services Proposal – Chester Garage Aesthetic and Lighting Improvements

---

INTRODUCTION:

The City of Birmingham is moving into the next phase of the comprehensive rehabilitation of the Chester Street Parking Structure. Following the City Commission's acceptance of the schematic designs prepared by BCT Design Group on August 11, 2025, a formal proposal has been received from Wiss, Janney, Elstner Associates, Inc. (WJE) to transition these concepts into final construction documents and oversee their implementation.

BACKGROUND:

Since 2020, WJE has served as the City's primary consultant for the evaluation and structural repair of the Chester Street Parking Structure. In mid-2025, BCT Design Group presented refined schematic designs focusing on the pedestrian experience, exterior facades, and interior aesthetics, which were subsequently approved by the Commission to serve as a template for the City's remaining four garages.

To ensure design continuity and technical integration, WJE proposes to lead the upcoming phase as the Engineer of Record. Their team will incorporate the following specialized consultants who have previous experience with the City's parking system:

- BCT Design Group: Serving as Architect of Record.
- Illuminart (a division of PBA): Providing lighting design.
- Peter Basso Associates (PBA): Providing electrical, mechanical, and fire protection engineering.
- Corbin Design: Coordinating wayfinding and signage (under direct contract with the City).

LEGAL REVIEW:

The City Attorney has reviewed and approved the agreement with WJE, which is consistent with past projects.

FISCAL IMPACT:
WJE has proposed a fixed fee of $155,000, which includes all professional time and related expenses for design development, construction documents, bidding assistance, and construction administration. These professional services were budgeted in the 2025-2026 budget.

SUSTAINABILITY:
In alignment with previous updates, the project will prioritize sustainable elements. Specifically, the lighting design will focus on LED fixtures and integrated controls to improve energy efficiency.

DESIGN CONSIDERATIONS:
The scope of services will translate the approved schematic designs into technical and detailed plans, specifically addressing:

- Canopies: Design of three vehicle entrance and two pedestrian entrance canopies.
- Ceilings: Decorative ceilings for elevator lobbies and replacement of damaged gypsum board in stair towers.
- Lighting/MEP: Full lighting design and necessary modifications to mechanical and fire protection systems.
- Graphics: Finalizing locations for painting, murals, and banner anchorage on exterior facades.

PUBLIC COMMUNICATIONS:
The project team is working with the APC and Public Arts Board to finalize aesthetic details. Public transparency is being maintained via ongoing updates at APC and City Commission meetings.

SUMMARY:
The City aims to award the construction contract for these improvements by the end of the current fiscal cycle on June 30, 2026. WJE estimates that the development of construction documents will require approximately 13 weeks. Therefore, expedited approval is necessary to maintain the project timeline and begin bidding in early 2026.

ATTACHMENTS:
1. 20260223 WJE - Agreement of Chester Parking Garage Interior Design and Lighting Improvements
2. 2029-01-28_ChesterPS-AestheticsLighting_PROP

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the contract with Wiss, Janney, Elstner Associates, Inc. (WJE) in the amount of $155,000 for professional consulting and design services for the Chester Street Parking Structure Aesthetic and Lighting Improvements; further, to charge this expense to account number 514.1-594.008-977.000; to authorize the Mayor and City Clerk to sign the contract on behalf of the City; and further to appropriate and amend the 2025-2026 Automobile Parking System Fund budget as follows:

Expenses

514.1-594.008-977.0000	Buildings	$155,000

AGREEMENT OF CHESTER STREET PARKING GARAGE INTERIOR DESIGN AND LIGHTING IMPROVEMENTS

THIS AGREEMENT is entered into this 16 day of February, 2026, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **WJE ENGINEERS AND ARCHITECTS,** A Michigan P.C., whose address is 30700 Telegraph Road, Suite 3580, Bingham Farms, MI 48025, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the City Manager signature.

WHEREAS, the City desires to obtain a professional contractor for interior design and lighting improvements at Chester Street Parking Garage; and

WHEREAS, the Contractor has professional qualifications and unique historical knowledge that meet the project requirements and has provided a response and cost proposal to perform the requested repair design and construction document development as descriptive in the scope of work.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the Contractors cost proposal dated January 28, 2006, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A"), except for those areas stricken. In the event of a conflict in any terms of this agreement and WJE's response proposal, the terms of this agreement shall prevail.

2. TERM: The term of this Agreement shall commence on the date it is signed by all parties and mayor, and shall remain in effect until the completion of the services described herein, unless terminated earlier as provided by this Agreement.

3. FEES: The City shall pay the Contractor a total amount not to exceed One Hundred and Fifty-Five Thousand Dollars ($155,000.00) for the satisfactory performance of all work described in this Agreement and in accordance with the Contractor's cost proposal for providing Interior Design and Lighting Improvements at the Chester Street parking structure.

monthly

4. TERMS OF PAYMENT: The Contractor will invoice for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion, demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

Contractor

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

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

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

9. **COMPLIANCE WITH LAWS**: The Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Contractor is subject, Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

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

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

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

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

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

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

13. WRITTEN NOTICES: All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Aaron Ford
(248) 530-1257

Contractor: Cheryl Early, PE APT RP
Senior Associate
WJE Engineers and Architects
(Wiss, Janney, Elstner Associates)
30700 Telegraph Road - Suite 3580
Bingham Farms, MI 48025
Phone: 248-593-0900

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

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

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

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

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

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

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

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

WJE ENGINEERS AND ARCHITECTS

By: Cheryl Early

Its: Senior Associate

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 16th day of February, 2026, before me personally appeared Cheryl Early, who acknowledged that with authority on behalf of WJE ENGINEERS AND ARCHITECTS to do so he/she signed this Agreement.

KAREN A IZZARD
Notary Public - State of Michigan
County of Macomb
My Commission Expires Aug 15, 2029
Acting in the County of OAKLAND

KAREN A. IZZARD Notary Public
MACOMB County, Michigan
Acting in OAKLAND County, Michigan
My commission expires: 8/15/2029

CITY OF BIRMINGHAM:

By:_____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana Ecker, City Manager
(Approved as to Substance)

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

Aaron Ford, Parking Manager
(Approved as to Substance)

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

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

January 28, 2026

Mr. Aaron Ford
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Chester Street Parking Garage
Interior Design and Lighting Improvements
WJE No. 2025.7717

Dear Mr. Ford:

Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this proposal to provide professional consulting and design services at the Chester Street Parking Structure located at 180 Chester Street in Birmingham, Michigan. This letter outlines our proposed scope of services and provides our terms to perform the work.

BACKGROUND

As you are aware, since 2020, WJE has worked closely with the City in assessing, evaluating, and designing the rehabilitation of its Chester Street Parking Structure (Chester), one of five City-owned parking structures. WJE is currently observing rehabilitation repairs to the structure. This proposal is for the next phase of the complete rehabilitation project and includes development of construction documents for aesthetic, wayfinding, and lighting improvements and construction observation for these elements.

Project Team

Through WJE's experience with Chester, we have worked with, either directly or indirectly on this parking structure, several consultants:

- Peter Basso Associates (PBA) provided mechanical, electrical and plumbing (MEP) consulting services.
- Illuminart, a division of PBA, provided lighting designs.
- BCT Design Group (BCT) provided schematic exterior and interior design consulting services for all five parking structures.
- Corbin Design (Corbin) provided schematic signage and wayfinding design consulting for all five parking structures.

For this project phase, WJE will lead the project as Engineer of Record and will retain BCT as Architect of Record and Illuminart, through PBA, for lighting design consulting, and PBA for electrical, mechanical, and fire protection design consulting. WJE will also coordinate this design effort with that of Corbin, whom WJE understands is directly contracted with the City.

Design Objectives

On August 11, 2025, the City accepted the schematic design prepared by BCT, enclosed with this letter and titled, "Birmingham Parking Garages, Chester Street Garage – Schematic Design" dated August 5, 2025 (schematic design package). WJE understands this design incorporates the work of Illuminart and input from the Corbin designs to provide an improved appearance and user friendliness of the parking structure, compatible with existing conditions and planned improvements at the other four City-owned parking structures.

Specifically, WJE, BCT, PBA, and Illuminart (project team) will coordinate with you and Corbin on the following design objectives:

1. **Canopy and Ceiling Designs**
    a. Design and detail three canopies at vehicle entrances and two canopies at pedestrian entrances.
    b. Design and detail decorative ceilings at the two elevator lobbies.
    c. Detail gypsum board ceilings at the three stair towers to replace water damaged materials.
2. **Lighting and MEP Designs**
    a. Provide lighting design, including fixture selections and finishes to be coordinated with the architectural aesthetic design.
    b. Design related electrical, mechanical, and fire protection system modifications, as affected by this work.
3. **Painting, Wayfinding, Graphic Designs**
    a. Specify painting and applied graphic locations and materials, respective of the work completed to date through the current repair project.
    b. Design anchorage for the sign banner locations on the exterior facades.
    c. Coordinate within the exterior and interior of the garage new wayfinding signage and graphics with Corbin, specifically the interior signage and exterior canopy lettering.
    d. Coordinate locations and schemes of murals designed by others.

The design will be in accordance with the *Michigan Rehabilitation Code for Existing Buildings* (MRCEB), current edition adopted by the City of Birmingham. The structural design loads will be determined through the American Society of Civil Engineer's *Minimum Design Loads and Associated Criteria for Buildings and Other Structures* (ASCE 7) as referenced in the MRCEB.

SCOPE OF SERVICES

To meet the design objectives stated above, the project team will prepare, with input from the City and Corbin, construction documents which can be used for bidding and construction purposes. Additionally, the project team will provide observation and support during the construction period. Based on our understanding of the project objectives and our experience with the City of Birmingham and the Chester parking structure, we propose the following scope of services:

Project Kickoff Meeting and Design Development

The project team will meet at the site with you and Corbin to discuss the scope, options, and impacts of the proposed work. Project schedules and communication structures will be presented and discussed to confirm agreement by all parties.

The project team will then develop coordinated Design Development (DD) documents based on the schematic design package and our onsite meeting discussion. The DD documents will illustrate and refine the design of the project, including the development of plans, elevations, sections, and, if applicable, include typical construction details and equipment layouts. The documents will identify major systems, materials, and locations. WJE will issue the DD documents to you electronically, in pdf format, for you to distribute internally for review and comment as appropriate. WJE will also distribute the DD documents electronically to Corbin for coordination purposes.

WJE will host one virtual meeting with you and interested City representatives one week after distribution of the DD documents to receive initial review comments.

Construction Document Development

Following your input from the DD phase and potential site visits to confirm existing conditions, the project team will issue an electronic, .pdf format, 95 percent complete construction document (CD) set for the City's formal review. The CD set will include the architectural drawings prepared by BCT, the structural drawings prepared by WJE, and the lighting, mechanical, and fire protection drawings prepared by PBA/Illuminart. Project specifications will be provided in a project manual and will include the "front end" sections, including a bid form. The project team will coordinate with the City on project logistics to be included in the "front end" sections of the project manual. The documents will be sufficient to obtain competitive bids from qualified contractors and to illustrate the work scope and detailing.

We understand you will submit the CD set to various City representatives for their review and input. Potential representatives may include, but may not be limited to, input from the: Advisory Parking Committee (APC), permitting department, and Public Arts Board. We assume feedback from these entities will be received from you in a virtual meeting hosted by WJE, and to be held within two to three weeks after our submission to the City.

The project team will then make corrections and issue 100 percent complete, sealed CDs for the City's use to solicit competitive contractor bids.

Bidding Assistance and Award Phase

The project team will lead a pre-bid meeting to review the work scope and answer contractor questions. We will issue an addendum to clarify the work, if needed. Once received, the project team will review the received bids and share review comments with you. We understand the CDs and a recommendation letter drafted by you will then be issued by you to the City Commission for review and award. At least one representative of the project team will attend the commission meeting in-person.

Construction Administration and Observations

During the work, the project team will review Contractor submittals, respond to request for information, and issue addenda as needed to clarify the work scope. This proposal includes up to ten (10) site visits or onsite meetings during the construction by one or more representatives of the project team, including developing a punchlist upon substantial completion. For the purposes of this proposal, we have assumed a construction duration of up to 12 weeks and attendance at weekly virtual progress meetings hosted by the Contractor.

If deemed appropriate, record drawings of modifications to the MEP systems will be prepared and provided based upon information supplied by the Contractor in marked up "As-Built" drawings.

The level of effort required during the construction period will depend on the duration and phasing of the construction, the relative intensity of the work, the capabilities of the contractor, and any unforeseen problems encountered during the work. As the project progresses, we will keep the City updated regarding unforeseen efforts so that an agreed upon resolution can be implemented should additional visits or services be desired.

TERMS AND CONDITIONS

WJE will perform the above Scope of Services for a fixed fee of $155,000, inclusive of time and related expenses. Our work will be performed under the City's contract agreement language, consistent with past projects.

We understand the City wishes to solicit bids and award the contract for the work that will be defined in the construction documents by the end of the current fiscal cycle, which ends June 30, 2026. In preparation of this proposal and per our discussion with you on December 18, 2025, we estimate the DD and CD development phases (prior to bidding) may require approximately 13 weeks to complete from the time we receive authorization to proceed. As such, we request expedited approval of this proposal to begin design as soon as possible, if the City would like to proceed. Some efficiencies may be gained during the project; we will update you as the work and schedule progresses.

Exclusions and Limitations

Our fees are based on our understanding of the schematic design package as described herein and enclosed. Should significant changes in the schematic design or project objectives occur, WJE reserves the right to renegotiate our fees as applicable to the changes and status of completion of our work. WJE will discuss with you our requested change to the contract prior to proceeding with any additional services resulting from the design changes.

WJE can provide the following additional services with written authorization upon request:

- Participation in meetings beyond what is described above.
- Design services and documentation for LEED Certification.
- Design of banner artwork and murals.

- Strengthening of the existing concrete frame or other existing structural members for the support of the canopies or banners.
- Design of the canopy support structures with materials other than structural steel.
- Construction cost estimating.
- Documenting as-built conditions or preparing record drawings at project completion, except as noted above.

WJE PERSONNEL

The project will be managed by Ms. Cheryl Early, PE, a Senior Associate with WJE's Metro Detroit office. Ms. Early will consult with Ms. Sarah Rush throughout the project, capitalizing on Ms. Rush's knowledge and experience with the building to date. During the project, the majority of the work is anticipated to be performed by Ms. Early and Associate-level Detroit staff, though other WJE personnel will be utilized based on their specific expertise, qualifications, and availability.

CLOSING

Thank you for the opportunity to assist you on this project. Should you have any questions, either Ms. Rush or Ms. Early can be reached at 248-593-0900. We are looking forward to assisting you and the City with this design package.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Sarah V. Rush, PE
Senior Associate

Cheryl Early, PE, APT RP
Senior Associate

MEMORANDUM

Planning Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Nick Dupuis, Planning Director
Tracy Gaudenzi, City Attorney

SUBJECT: Amendment to Ground Lease with Select Commercial Assets Hospitality, LLC and assignment of Ground Lease to 3500 Woodward Birmingham, LLC

INTRODUCTION:

In 2021, Select Commercial Assets Hospitality, LLC (SCAH) received approval to develop the vacant property on the northwest corner of Woodward and Maple at 35001 and 35075 Woodward for a multi-story mixed-use building with underground parking. Select Commercial Assets Hospitality, LLC was also successful in obtaining a ground lease for public property adjacent to 35001 and 35075 Woodward to expand the footprint of its proposed development to maximize onsite parking and to create a more efficient layout.

At this time, SCAH is proposing to amend the existing ground lease to update the legal description of the property and to update the site plans attached to the lease.

In addition, the applicant is proposing to assign the lease to a new entity, 3500 Woodward Birmingham, LLC.

BACKGROUND:

On June 21, 2021 (Agenda – Minutes), the Planning Board moved to approve the Final Site Plan and Design Review for a new 5-story mixed-use building with several conditions, all of which have since been satisfied.

On November 14, 2022 (Agenda – Minutes), the City Commission moved to grant a lease to SCAH for the portion of public property within their building/site.

Since the lease was executed, the site plan approval has been granted 3 extensions from the Planning Board, the last of which was granted on April 23, 2025. Thus, the approved site plan is set to expire in April 2026.

On August 13, 2025 (Agenda – Minutes), the applicant appeared before the Planning Board requesting Administrative Approval of changes to the composition of the building including the removal of one level of underground parking, and the adjustment of the third floor to all office.

These plans were approved in September 2025.

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

FISCAL IMPACT:
The terms of the original lease rate in the amount of $5,042.00 per month and $60,500 with a 3% increase annually is not proposed to change as a part of the proposed amendment and assignment. The original lease amounts were based on the fair market value of the property at the time.

SUSTAINABILITY:
There are no direct sustainability considerations related proposed amendment and assignment of the ground lease.

DESIGN CONSIDERATIONS:
The design of the building and general site is not proposed to change as a part of the amendment and assignment.

PUBLIC COMMUNICATIONS:
There are no public communications required for this agenda item.

SUMMARY:
The Planning Department and City Attorney request that the City Commission consider the amendment of the ground lease with Select Commercial Assets Hospitality, LLC to update the legal description of the property and update the site plans attached to the lease to reflect the most recent changes.

AND

The Planning Department and City Attorney request that the City Commission consider the assignment of the lease to a new entity, 3500 Woodward Birmingham, LLC.

ATTACHMENTS:
1. Amendment to Ground Lease
2. Assignment and Assumption of Ground Lease

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the amended Ground Lease between the City of Birmingham and Select Commercial Assets Hospitality, LLC to update the legal description and to update Exhibit C with the revised approved site plans.

AND

Make a motion adopting a resolution to approve the assignment and assumption of the Ground Lease to 3500 Woodward Birmingham, LLC.

AMENDMENT TO GROUND LEASE

This Amendment to Ground Lease (**"Lease"**) is dated and shall be effective _____, **2026** (the **"Effective Date"**), by and between CITY OF BIRMINGHAM, a Michigan municipal corporation, of 151 Martin Street, Birmingham, Michigan 48012 (**"Landlord"**) and SELECT COMMERCIAL ASSETS HOSPITALITY, LLC, a Michigan limited liability company, of 8469 Warwick Groves Court, Grand Blanc, Michigan 48439 (**Tenant"**).

RECITALS

A. WHEREAS the Landlord owns real property located at the southeast corner of the intersection of Hamilton Row and Park Street in the City of Birmingham, Oakland County, Michigan, and was to be described on **Exhibit B** attached to the Ground Lease.

B. WHEREAS, the Landlord and Tenant entered into a Ground Lease dated September 1, 2022 for a term of fifty (50) years;

C. WHEREAS, the parties wish to affirm the legal descriptions of both the Project (Exhibit A) and the Leased Premises (Exhibit B) and to amend certain operative language in Section 5.01 entitled Use and Occupancy and Section 6.01 entitled Construction of the Project:

W I T N E S S E T H

NOW THEREFORE, in consideration of mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. **Legal Description of Project.** Exhibit A to the Ground Lease is attached hereto and reflects the entirety of the legal description of the Project.

2. **Legal Description of Leased Premises.** Exhibit B to the Ground Lease is attached hereto and reflects the entirety of the legal description of the Leased Premises.

3. **Revised Site Plan.** Sections 5.01 "Use and Occupancy" and 6.01 Construction of Project shall both be amended to reference the Revised Site Plan drawings attached hereto as **Exhibit C,** which Revised Site Plan drawings are dated June 9, 2025 and were administratively approved by Landlord on or about September 10, 2025. Pursuant to City of Birmingham Zoning Ordinance, administrative approval for minor building exterior changes or site improvements may be permitted by the City Planner as provided in Section 7.25 and Section 7.14. In instances where a change in the special land use permit would also require Site Plan Review under Section 7.14, such Site Plan Review shall be accomplished in accordance with the provisions Section 7.34.

4. **Miscellaneous.** All capitalized terms used in this Amendment and not defined herein shall have the meaning given to them in the Lease. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Amendment contains the entire Amendment of the parties regarding the subject matter of this Amendment, and all prior Amendments concerning the subject matter of this Amendment, whether oral or written are merged into this Amendment. This Amendment may be signed in counterparts. Scanned and electronically transmitted signatures on this Amendment shall be deemed to have the same legal effect as the original signatures.

TENANT:
SELECT COMMERCIAL ASSETS HOSPITALITY, LLC

By: _____
Hesham Gayar, Managing Member

Date signed by Tenant: 2-16, 2026

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 16 day of February, 2026, before me personally appeared Hesham Gayar, Managing Member who acknowledged that, with authority on behalf of Select Commercial Assets Hospitality, LLC, to do, so she signed this Agreement.

_____
Notary Public

LAPEER County, Michigan

Acting in Genesee County, Michigan

My commission expires: 12-16-2027

AMY K. NOLIN
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF LAPEER
My Commission Expires 12-16-2027
Acting in the County of Genesee

LANDLORD:

CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Date signed by Landlord: _____, 2026

APPROVED:

_____
Jana Ecker, City Manager
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form) W/REVM TNG

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

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT PARCELS

The Land referred to herein below is situated in the City of Birmingham, County of Oakland, State of Michigan, and is described as follows:

PARCEL 1:
Lot(s) 1, 2, 3, Part of Lots 4 and 5, also part of a vacated alley of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, Page 19 of Oakland County Records, being
more particularly described as follows: Commencing at the Southeast corner of Lot 1 of said ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM and proceeding thence North 18 degrees 50 minutes 30 seconds West, along the Westerly line of Hunter Boulevard (200 feet wide) said line being also the Easterly line of Lot 1
(as Platted), a distance of 23.13 feet to the Point of Beginning of the parcel of land herein being described, proceeding thence from said Point of Beginning South 34 degrees 32 minutes 10 seconds West along the Northerly line of Maple Avenue as widened (width varies), a distance of 23.86 feet to a Point: thence South 87 degrees 54 minutes 50 seconds West along the North line of said Maple Avenue (as widened) said line being 3.00 feet North of, as measured at right angles to and parallel to the South line of said Lot 1 as Platted, a distance of 47.66 feet to a Point; thence along the arc of a curve, which is tangent to the foregoing line, concave to the Northeast, Radius 57.00 feet, an arc distance of 54.91 feet (chord bears North 64 degrees 29 minutes 25 seconds West, 52.81 feet) to a Point; thence North 01 degrees 48 minutes 10 seconds West along a line which runs through the interior of Lot 5, across a vacated alley (18 feet wide), and through the interior of Lot 4 of said Subdivision, said line being 35.00 feet West of, as measured at right angles to, and parallel to the East line of said Lot 5, a distance of 135.76 feet to a Point on the North line of said Lot 4, thence North 88 degrees 16 minutes 35 seconds East along the North line of said Lot 4, a distance of 34.77 feet to the Northeast corner of said Lot 4, thence North 88 degrees 17 minutes 00 seconds East along the North line of Lot 3 of said Subdivision, a distance of 31.00 feet to the Northeast corner of Lot 3; thence South 18 degrees 40 minutes 40 seconds East along the Westerly line of said Hunter Boulevard, said line being also the Easterly line of said Lot 3, a distance of 30.80 feet to an angle point in the West line of said Hunter Boulevard; thence South 18
degrees 50 minutes 39 seconds East along said Westerly line of Hunter Boulevard, said line being also part of the Easterly line of said Lot 3, all of the Easterly line of Lot 2, and part of the Easterly line of Lot 1 of said Subdivision, a distance of 116.06 feet to the Point of Beginning.

Commonly known as 35001 Woodward
Tax Parcel ID: 19-25-456-037

PARCEL 2:
Lot 40, except the West 34.00 feet of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM, according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records.

Commonly known as 35075 Woodward
Tax Parcel ID: 19-25-456-014

PARCEL 3:
Part of Lot 39 & 40 of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, beginning at a point distant South 82 degrees 23 minutes 50 seconds West 39.80 feet from the Northeast corner of said Lot 40; thence South 04 degrees 11 minutes 54 seconds East 86.88 feet, thence South 88 degrees 37 minutes 29 seconds West 26.62 feet along the South line of said Lot 40, thence along the East line of Park Street along a curve to the left, 71.86 feet, said curve having a radius of 356 feet, a long chord bearing of North 22 degrees 04 minutes 01 seconds West 71.74 feet, thence North 26 degrees 19 minutes 07 seconds East 17.35 feet; thence North 82 degrees 23 minutes 50 seconds East 39.86 feet to beginning.

Tax Parcel ID: 19-25-456-043

PARCEL 4:
Part of Lots 4, 5, 7 and part of Alley of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, All described as: Beginning at a point North 18 degrees 51 minutes 52 seconds West calculated (North 18 degrees 50 minutes 30
seconds West record) 23.13 feet; thence South 34 degrees 30 minutes 48 seconds West calculated (South 34 degrees 32 minutes 10 seconds West record) 23.86 feet; thence South 87 degrees 53 minutes 28 seconds West (South 87 degrees 54 minutes 50 seconds West record) 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing North 64 degrees 30 minutes 47 seconds West calculated (North 64 degrees 29 minutes 25 seconds West record) 52.81 feet distant from the Southeast corner of said Lot 1 to a point on the East line of Park Street and the Point of Beginning; thence North 12 degrees 00 minutes 31 seconds West 138.37 feet; thence North 88 degrees 30 minutes 45 seconds East 24.46 feet to a point on the East line of said Park Street; thence
along the East line of said Park Street South 01 degrees 49 minutes 32 seconds East 136.05 feet calculated (South 01 degrees 48 minutes 10 seconds East 135.76 record) to the Point of Beginning.

No Tax Parcel ID number.

EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES

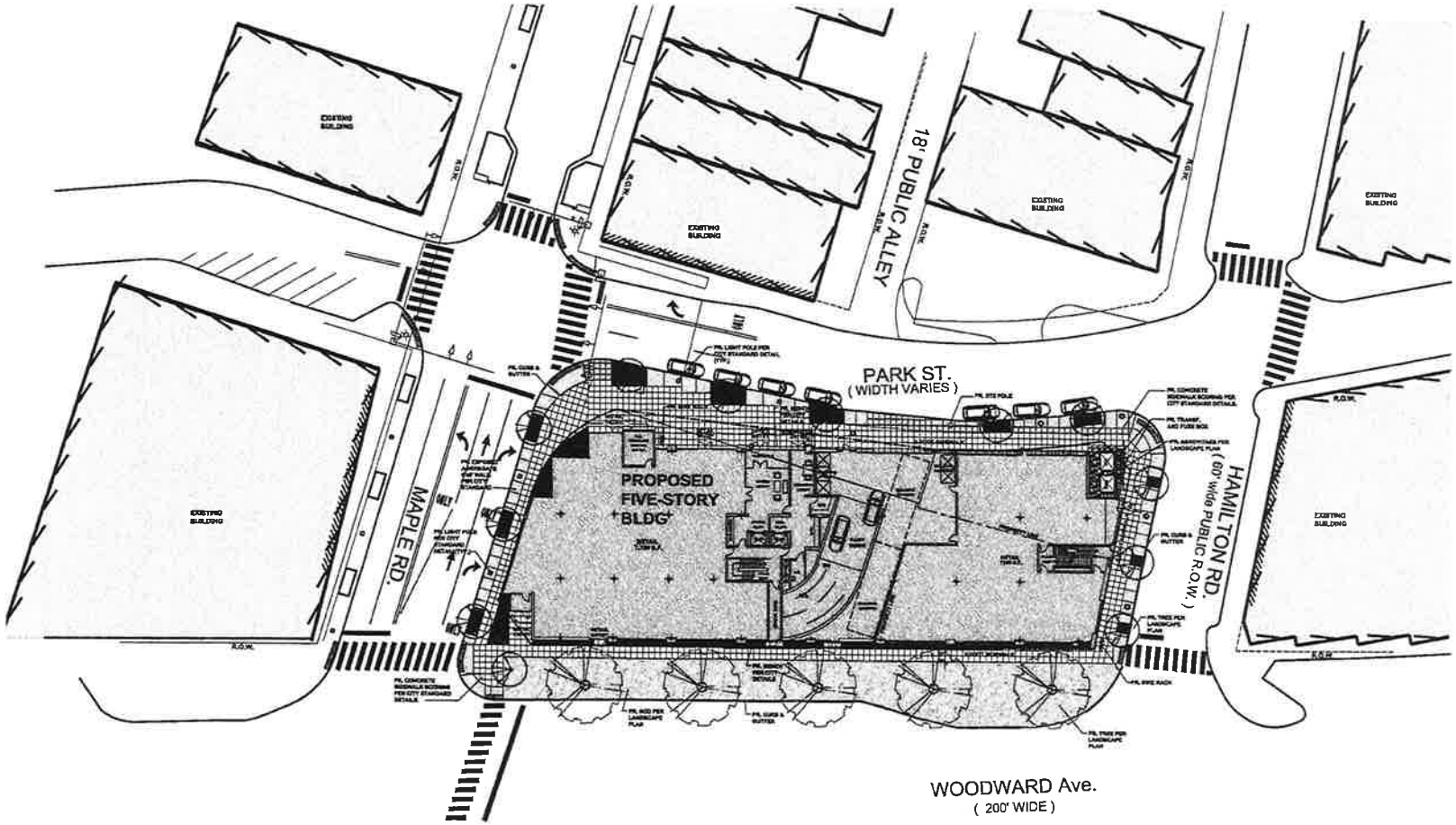
PARCEL 3:
Part of Lot 39 & 40 of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, beginning at a point distant South 82 degrees 23 minutes 50 seconds West 39.80 feet from the Northeast corner of said Lot 40; thence South 04 degrees 11 minutes 54 seconds East 86.88 feet, thence South 88 degrees 37 minutes 29 seconds West 26.62 feet along the South line of said Lot 40, thence along the East line of Park Street along a curve to the left, 71.86 feet, said curve having a radius of 356 feet, a long chord bearing of North 22 degrees 04 minutes 01 seconds West 71.74 feet, thence North 26 degrees 19 minutes 07 seconds East 17.35 feet; thence North 82 degrees 23 minutes 50 seconds East 39.86 feet to beginning.

Tax Parcel ID: 19-25-456-043

PARCEL 4:
Part of Lots 4, 5, 7 and part of Alley of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, All described as: Beginning at a point North 18 degrees 51 minutes 52 seconds West calculated (North 18 degrees 50 minutes 30
seconds West record) 23.13 feet; thence South 34 degrees 30 minutes 48 seconds West calculated (South 34 degrees 32 minutes 10 seconds West record) 23.86 feet; thence South 87 degrees 53 minutes 28 seconds West (South 87 degrees 54 minutes 50 seconds West record) 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing North 64 degrees 30 minutes 47 seconds West calculated (North 64 degrees 29 minutes 25 seconds West record) 52.81 feet distant from the Southeast corner of said Lot 1 to a point on the East line of Park Street and the Point of Beginning; thence North 12 degrees 00 minutes 31 seconds West 138.37 feet; thence North 88 degrees 30 minutes 45 seconds East 24.46 feet to a point on the East line of said Park Street; thence
along the East line of said Park Street South 01 degrees 49 minutes 32 seconds East 136.05 feet calculated (South 01 degrees 48 minutes 10 seconds East 135.76 record) to the Point of Beginning.

No Tax Parcel ID number.

EXHIBIT C



ARCHITECTURAL SITE PLAN

biddison | architecture + design

Consultants

Project title

PROPOSED BUILDING FOR:

The Maple

29001 and 29075 Woodward Ave.
Birmingham, Michigan

Issued dates

FINAL REVIEW 05.14.21
SITE PLAN / REV. OFFICE / PARKING 06.09.25

Sheet title

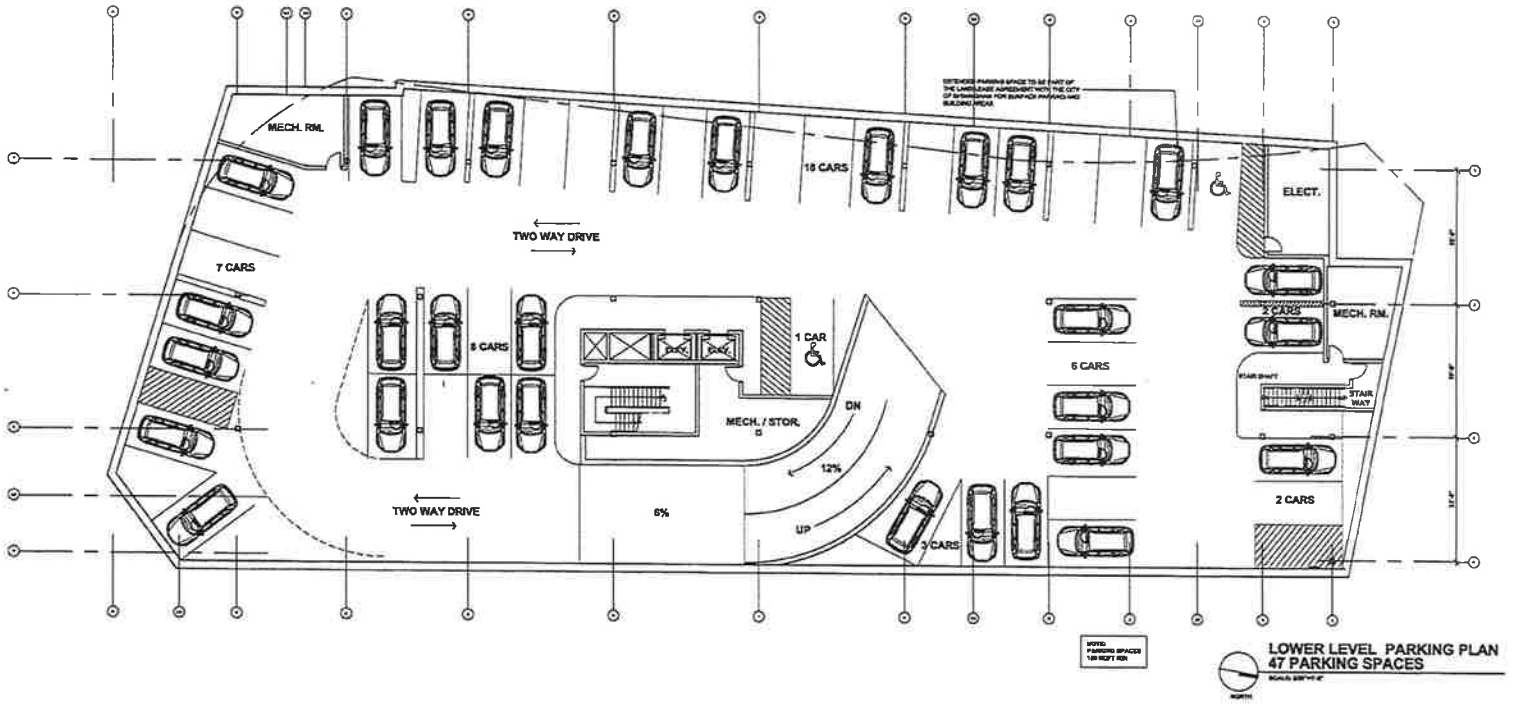
ARCHITECTURAL SITE PLAN

Project no.

1971.16

Sheet no.

SP.101



LOWER LEVEL PARKING PLAN
47 PARKING SPACES

biddison | architecture + design
Consultants

Project info

PROPOSED BUILDING FOR:

The Maple

35001 and 35070 Woodward Ave.
Birmingham, Michigan

Issued/ date

SITE PLAN REVIEW	11.26.18
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	08.14.21
REV. OFFICE/PARKING	06.09.25

Sheet title

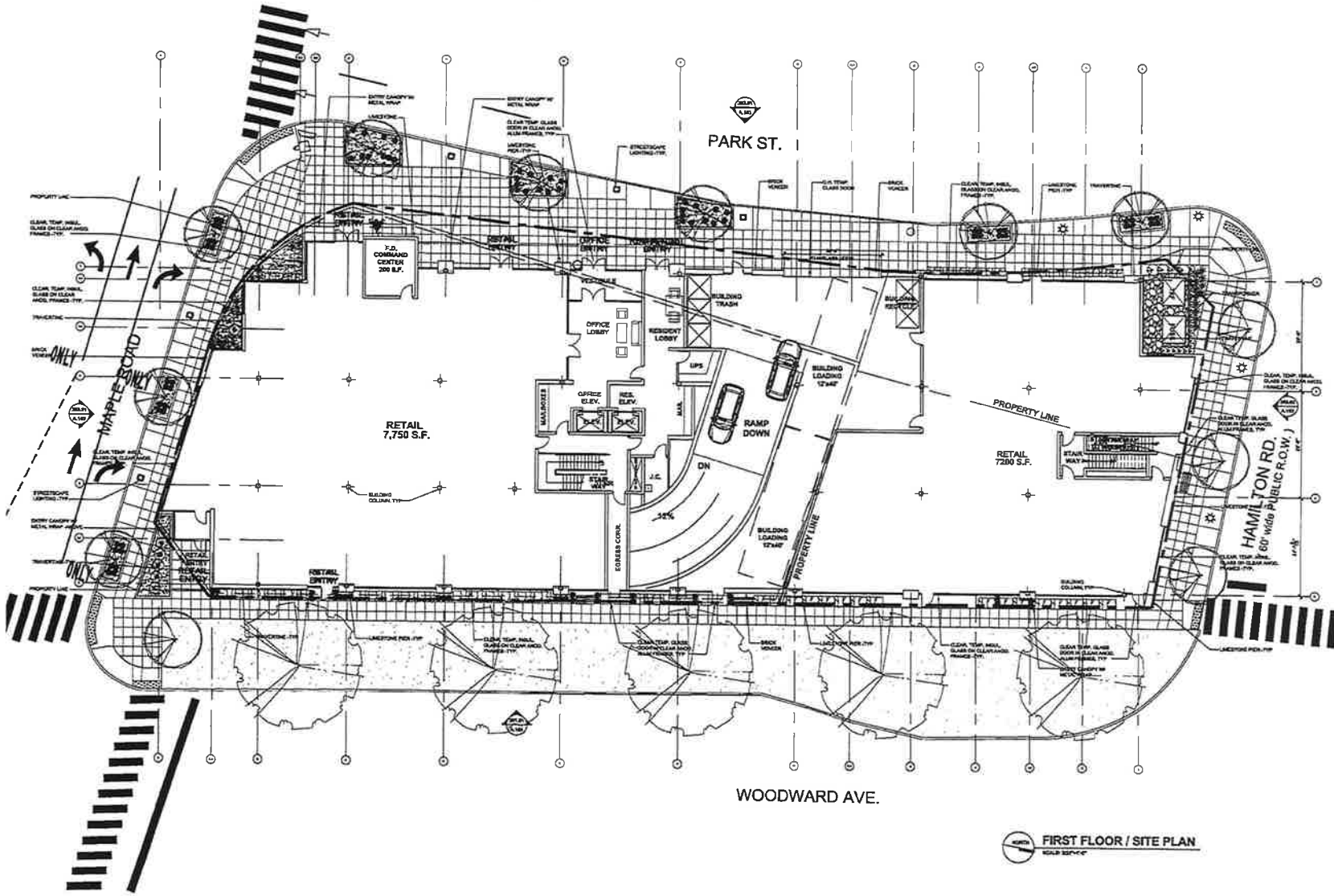
LOWER LEVEL1
PARKING PLAN

Project no.

1971.16

Sheet no.

LL.100



FIRST FLOOR / SITE PLAN

biddison | architecture + design

Consultants

Project title

PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued date

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	06.14.21
REV. PER CITY	06.28.21
REV. OFFICE/PARKING	08.09.25

Sheet title

FIRST FLOOR PLAN

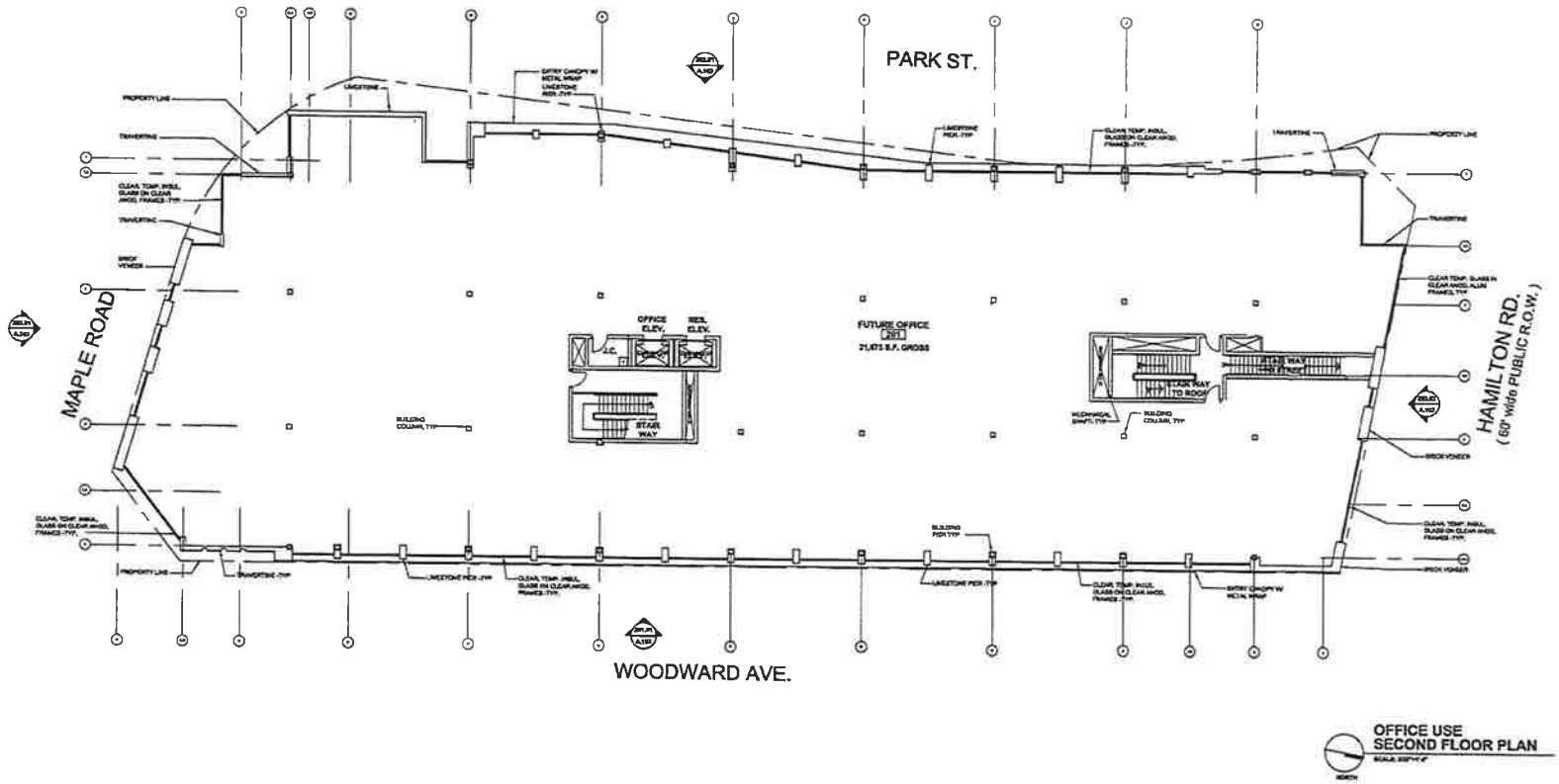
Project no.

1971.16

Sheet no.

A.101

biddison
architecture + design
Consultants



OFFICE USE
SECOND FLOOR PLAN

Project title

PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued/ drawn

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL	10.22.20
FINAL REVIEW	
SITE PLAN	05.14.21
REV. OFFICE/PARKING	08.09.25

Project title

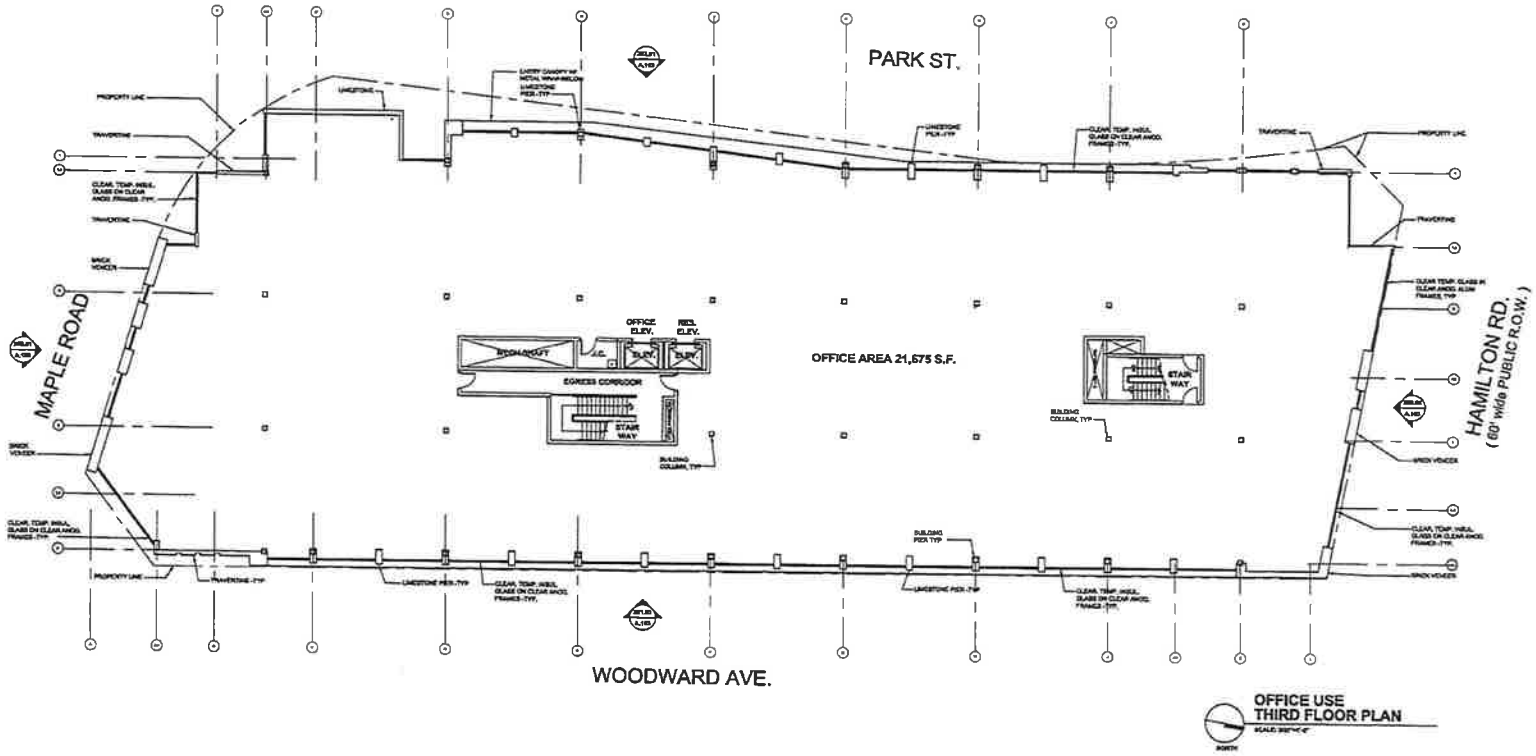
SECOND
FLOOR PLAN

Project no.

1971.16

Sheet no.

A.102



biddison | architecture + design

Consultants

Project title

PROPOSED BUILDING FOR:

The Maple

35001 and 35075 Woodward Ave.
Birmingham, Michigan

Issued/ revised

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL FINAL REVIEW	10.22.20
SITE PLAN	06.14.21
REV. OFFICE/SITE	06.09.25

Sheet title

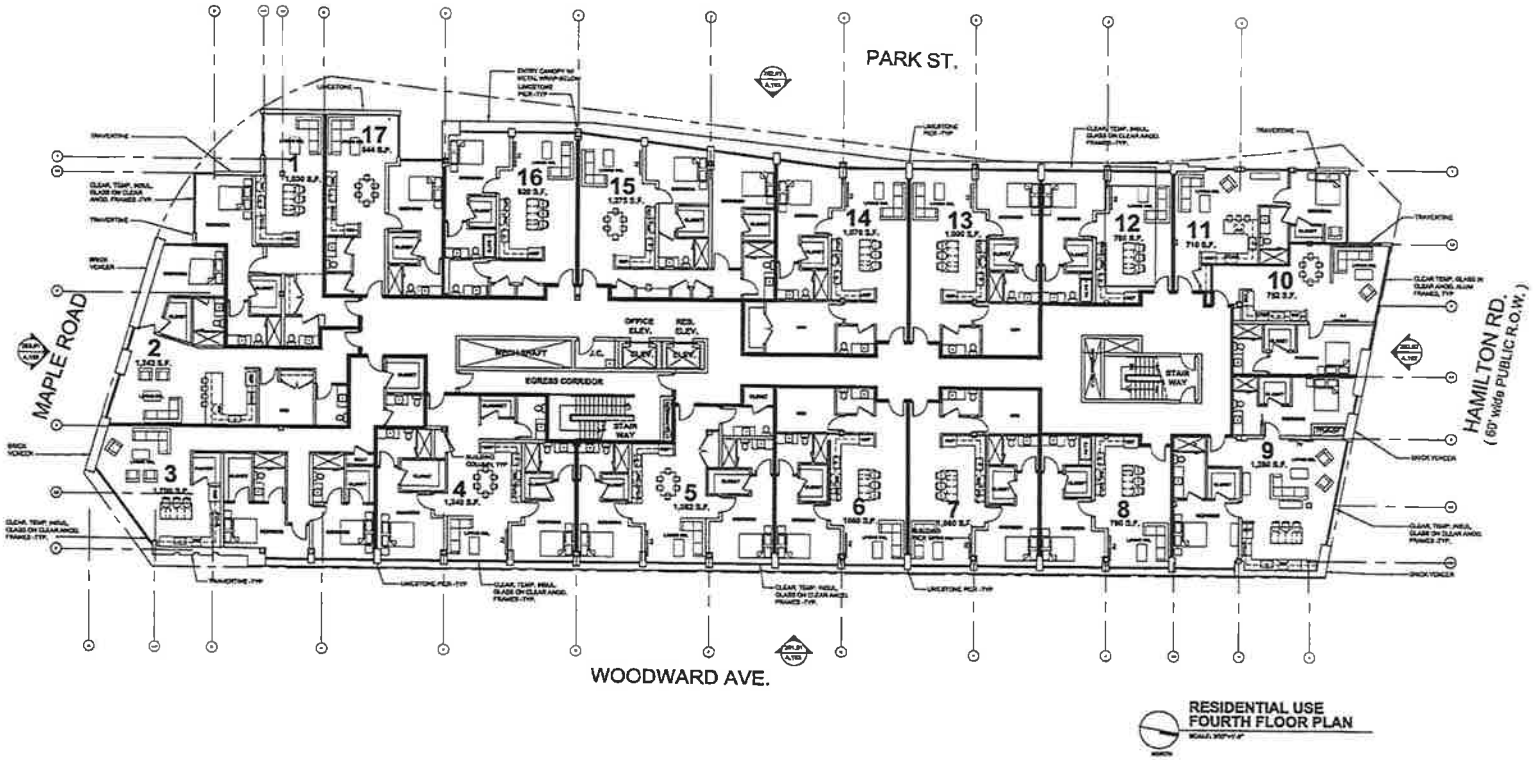
THIRD
FLOOR PLAN

Project no.

1971.16

Sheet no.

A.103



RESIDENTIAL USE
FOURTH FLOOR PLAN

biddison
architecture + design

Consultants

Project title

PROPOSED BUILDING FOR,

The Maple

39091 and 39075 Woodward Ave.
Birmingham, Michigan

Issued dr/cn

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.26.20
SITE PLAN APPROVAL FINAL REVIEW	10.22.20
SITE PLAN	06.14.21
REV. OFFICE/PARKING	06.09.25

Sheet title

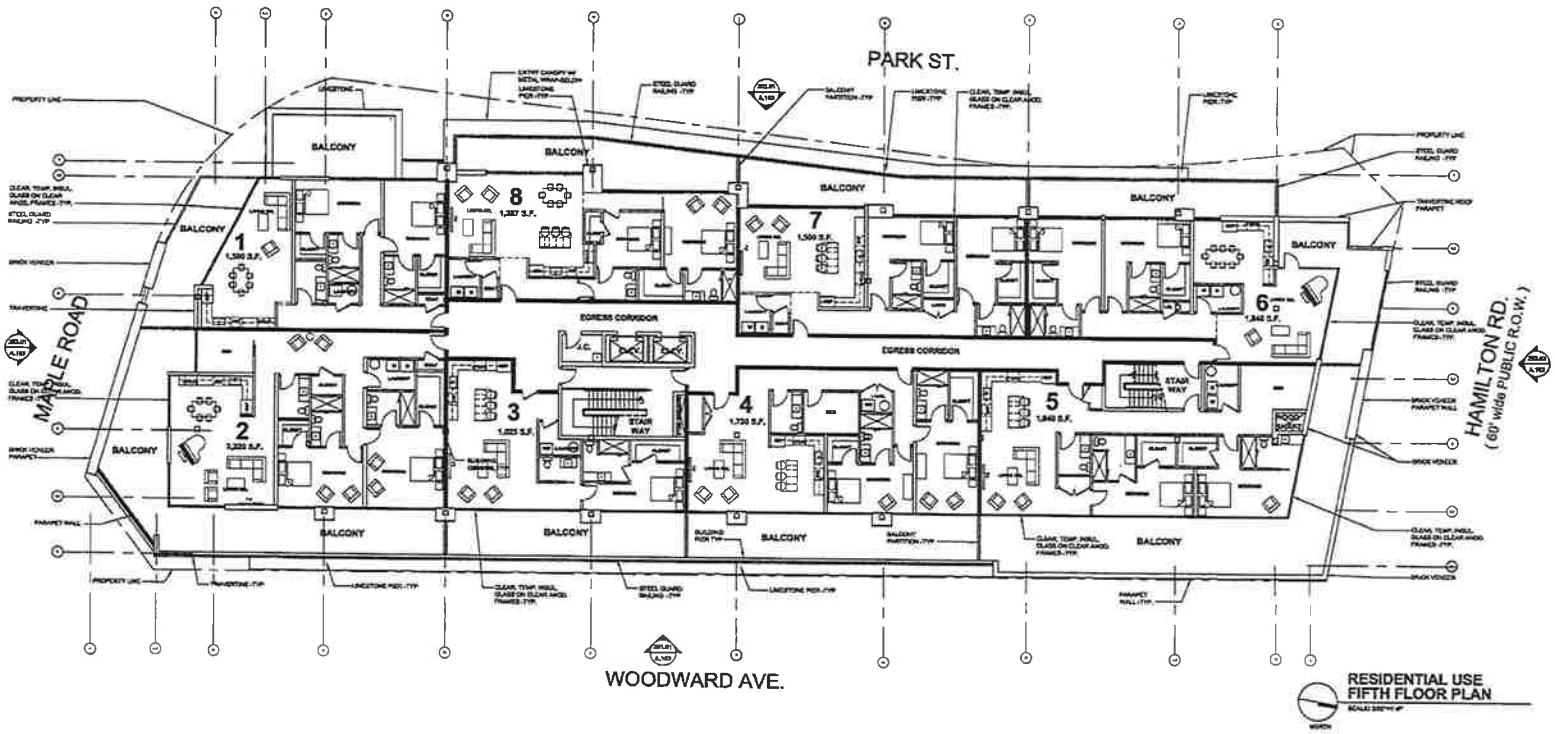
FOURTH
FLOOR PLAN

Project no.

1971.16

Sheet no.

A.104



biddison | architecture + design
Consultants

Project title

PROPOSED BUILDING FOR:

The Maple

33001 and 33073 Woodward Ave,
Birmingham, Michigan

Issued/ check

SITE PLAN REVIEW	11.26.18
SITE PLAN REVISION	01.02.19
SITE PLAN REVISION	02.20.19
SITE PLAN REVIEW	05.13.19
SITE PLAN REVIEW	10.18.19
SITE PLAN REVIEW	11.22.19
SITE PLAN REVIEW	01.02.20
SITE PLAN REVIEW	02.14.20
SITE PLAN REVIEW	05.04.20
SITE PLAN REVIEW	08.25.20
SITE PLAN APPROVAL FINAL REVIEW	10.22.20
SITE PLAN	06.14.21
REV. OFFICE/PARKING	06.09.25

Sheet title

FIFTH
FLOOR PLAN

Project no.

1971.16

Sheet no.

A.105

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption of Ground Lease (this "Agreement") is made as of February _____, 2026 (the "Effective Date"), by and between **Select Commercial Assets Hospitality, LLC**, of 8469 Warwick Groves Ct. Grand Blanc, MI 48439 ("Assignor"), and **3500 Woodward Birmingham LLC**, a Michigan limited liability company of 2707 Turtle Lake Dr., Bloomfield Hills, MI 48302 ("Assignee") and together with Assignor, collectively, the "Parties" and each individually, a "Party"), with the consent of the City of Birmingham, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (the "City"). Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the tenant under the Ground Lease dated as of September 1, 2022, as amended by that certain Amendment to Ground Lease dated February ___, 2026 (the "Ground Lease") with the City of Birmingham, as landlord, ("Landlord") for certain premises legally described on **Exhibit A** (the "Leased Premises");

WHEREAS, Assignor and Assignee are parties to that certain Real Estate Purchase Agreement, dated November 12, 2025 (the "Purchase Agreement"), by and between Assignor and Assignee, pursuant to which, among other things, Assignor has agreed to convey, transfer, assign and deliver to Assignee its rights, title and interest as tenant in, to and under the Ground Lease, and Assignee desires to accept from Assignor such assignment and assume all of Assignor's duties and obligations under the Ground Lease from and after the Effective Date, with the consent of the City.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement and concurrently with the sale of said property, Assignor hereby assigns and transfers to Assignee all of its rights, title and interest as tenant in, to and under the Ground Lease and all of Assignor's leasehold estate in the Leased Premises from and after the Effective Date.

2. Indemnity by Assignor. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of any obligation or liability of the Tenant under the Ground Lease and the Leased Premises, which was to be performed, or which became due prior to the Effective Date.

3. Assumption. Subject to the terms and conditions of the Purchase Agreement, Assignee hereby accepts the assignment set forth herein, and assumes and agrees to perform and comply with and to be bound by all of the terms, covenants, agreements, provisions and conditions of the

Ground Lease to be performed on the part of the tenant under the Ground Lease from and after the Effective Date.

4. Indemnity by Assignee. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any of Assignee's obligations as Tenant under the Ground Lease and the Leased Premises arising on or after the Effective Date.

5. Amendments. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all Parties.

6. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar) or a future waiver of the same provisions, nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver. No failure on the part of the Parties to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

7. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement among the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, among the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Purchase Agreement or the other Transaction Documents and no Party has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any Party without the prior written consent of the other Parties, including the City of Birmingham.

9. Severability. If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect, provided that doing so would not frustrate the intent and purpose of this Agreement.

10. Governing Law; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed and enforced in accordance with the Laws of Michigan, without regard to the conflict of Laws principles thereof.

(b) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts situated in Oakland County, Michigan (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

(c) Each Party hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

11. Costs and Attorney's Fees. In any legal action, arbitration or other proceeding related to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to recover from the other Party reasonable attorney's fees. Attorney's fees covered by this paragraph include, without limitation, fees incurred in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection or enforcement proceedings.

12. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The exchange by the Parties of copies of this Agreement and executed signature pages hereto (in counterparts or otherwise) by facsimile or other electronic transmission (including by DocuSign or by electronic mail in .pdf or similar format) shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original thereof for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought. The delivery of this Agreement may be made by facsimile, email or other means of electronic submission in portable document format (.pdf), and such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption of Ground Lease to be duly executed and delivered as of date first above written.

ASSIGNOR:

Select Commercial Assets Hospitality, LLC,.

By: _____
Name:
Title:

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____, who acknowledged that with authority on behalf of Select Commercial Assets Hospitality, LLC to do so he/she signed this Agreement.

_____
_____Notary Public
_____ County, Michigan
Acting in _____County, Michigan
*My commission expires:*_____

62990017.2

ASSIGNEE:

3500 Woodward Birmingham LLC

By: _____
Name:
Title:

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____, who acknowledged that with authority on behalf of 3500 Woodward Birmingham LLC to do so he/she signed this Agreement.

_____
_____Notary Public
_____ County, Michigan
Acting in _____County, Michigan
*My commission expires:*_____

With the consent of:

CITY OF BIRMINGHAM:

By:_____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Jana Ecker, City Manager
(Approved as to Substance)

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

_____
Mary M. Kucharek, City Attorney
(Approved as to Form) w/Perm TNG

62990017.2

EXHIBIT A

Part of Lot 39 & 40 of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, beginning at a point distant South 82 degrees 23 minutes 50 seconds West 39.80 feet from the Northeast corner of said Lot 40; thence South 04 degrees 11 minutes 54 seconds East 86.88 feet, thence South 88 degrees 37 minutes 29 seconds West 26.62 feet along the South line of said Lot 40, thence along the East line of Park Street along a curve to the left, 71.86 feet, said curve having a radius of 356 feet, a long chord bearing of North 22 degrees 04 minutes 01 seconds West 71.74 feet, thence North 26 degrees 19 minutes 07 seconds East 17.35 feet; thence North 82 degrees 23 minutes 50 seconds East 39.86 feet to beginning.

Tax Parcel ID: 19-25-456-043

Part of Lots 4, 5, 7 and part of Alley of ASSESSOR'S PLAT NO. 21 A REPLAT OF HAMILTON'S EASTERN ADDITION, VAN EVERY-LAWSON SUBDIVISION, RUNDEL ADDITION AND A PART OF THE SE 1/4 OF SW 1/4 AND SW 1/4 OF SE 1/4, SECTION 25, T2N, R10E, CITY OF BIRMINGHAM according to the plat thereof recorded in Liber 54 of Plats, page 19 of Oakland County Records, All described as: Beginning at a point North 18 degrees 51 minutes 52 seconds West calculated (North 18 degrees 50 minutes 30
seconds West record) 23.13 feet; thence South 34 degrees 30 minutes 48 seconds West calculated (South 34 degrees 32 minutes 10 seconds West record) 23.86 feet; thence South 87 degrees 53 minutes 28 seconds West (South 87 degrees 54 minutes 50 seconds West record) 47.66 feet; thence along a curve to the right 54.91 feet, said curve having a radius of 57.00 feet and a chord bearing North 64 degrees 30 minutes 47 seconds West calculated (North 64 degrees 29 minutes 25 seconds West record) 52.81 feet distant from the Southeast corner of said Lot 1 to a point on the East line of Park Street and the Point of Beginning; thence North 12 degrees 00 minutes 31 seconds West 138.37 feet; thence North 88 degrees 30 minutes 45 seconds East 24.46 feet to a point on the East line of said Park Street; thence
along the East line of said Park Street South 01 degrees 49 minutes 32 seconds East 136.05 feet calculated (South 01 degrees 48 minutes 10 seconds East 135.76 record) to the Point of Beginning.

No Tax Parcel ID number.

BIRMINGHAM
A WALKABLE CITY

February 2026 City Manager's Report

Baldwin Public Library

Library Board

The Library Board will meet on Monday, February 23 at 7:30 p.m. for its regular meeting. Meeting topics will include:

- Approval of the Board's Freedom of Information Act Policy
- Discussion of how best to allocate the FY2026-27 budget revenues in advance of the Library Board's annual budget hearing on Monday, March 23 at 7:30 p.m.
- Final decision on whether or not to install bird strike deterrents on the windows of the east and south sides of the library's 2020 and 2024 additions.

2025-2028 Strategic Plan Progress

Every quarter, library staff publish a progress report on the library's three-year strategic plan. Read the latest progress report here.

Birbery (Birmingham Newbery)

Birbery, Baldwin's version of the Newbery award, kicked off on January 26. Baldwin's Head of Youth Services, Stephanie Klimmek, works with Birmingham Public Schools middle school librarians each year to host this program for middle school students in the district. This program is sponsored by the PTA and the Friends of the Baldwin Public Library. In April, students who have earned the chance to participate in this program will take a limo to the library, attend a luncheon, and then spend the afternoon choosing the winner of Baldwin's Birbery Award. The books nominated this year are:

- Old School by Gordon Korman
- The Extraordinary Orbit of Alex Ramirez by Jasminne Paulino
- The Right Call by Tommy Greenwald
- It's Watching by Lindsay Currie
- The Beat I Drum by Dusti Bowling
- The Library of Unruly Treasures by Jeanne Birdsall
- The Experiment by Rebecca Stead
- Away by Megan Freeman
- Blood in the Water by Tiffany Jackson
- The Isle of Ever by Jen Calonita

Library Tours

If you would like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You will visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's atrium on Wednesday, March 11 at 11 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, March 4 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Upcoming events of interest

ELL Talk Time
Tuesdays at 10 a.m.
Join us to practice English conversation skills. We'll meet every Tuesday at the library. All levels are welcome. Coffee, tea and snacks will be provided.

Craft To Go: Color Your Spring
Sunday, March 1, from 12-5 p.m.
Paint spring colors on wooden native flowers that were cut out on the Idea Lab's laser cutter.

LIFELONG LEARNING: America 250
Wednesdays, March 4 through April 1, 10-11 a.m.
Join us for coffee and the pursuit of knowledge! Our Lifelong Learning program is aimed at adults with an interest in learning and meaningful dialogue. Lifelong Learning members research a topic and present their findings in a series of weekly lectures on Wednesday mornings in March. Join us for these edifying presentations as an active member or drop-in as a guest each Wednesday morning.

Detroit's Dynamite Dames: The Famous and Not-So-Famous Women Who Changed Detroit
Monday, March 23, 7-8 p.m.
Explore Detroit through the eyes of the women who shaped the City, from Madame de Cadillac to the Queen of Soul. Detroit Historical Society's Cate Waldeck joins us for a presentation that focuses on the lives of twelve trailblazing women who lived and worked in Detroit—some well-known, and others unsung—and their impact on the history of Detroit and the nation. Registration required. In person event.

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

Birmingham Museum

In March, Elijah S. Fish will be the museum's "They Changed Birmingham" featured person. Fish is a noted early Birmingham pioneer and active abolitionist. He helped establish Oakland County's Anti-Slavery Society before Michigan even became a state, and his support of the local Underground Railroad network helped freedom seekers safely reach Canada and establish homes there. Museum staff discovered Fish's role in the anti-slavery movement in 2021, resulting in his grave site at Greenwood Cemetery being recognized by the National Park Service's Underground Railroad Network to Freedom.

EGLE has granted a permit for work near the pond on the north side of the museum property, enabling the museum to continue its phased landscape improvements. Phase 3 will include the addition of a barrier free boardwalk and pathway to permit greater public access around the pond. Because the project will be using Federal funding through Community Development Block Grants, additional requirements need to be met through the bidding process. It is anticipated the project will be underway this spring/summer.

Birmingham Shopping District

The Birmingham Shopping District's (BSD) Special Events committee and staff members are busy planning and coordinating a full line-up of spring and summer events! Registration is now open for the Spring Stroll event on April 11, 2026. Learn more about the Spring Stroll and upcoming events by visiting the BSD Event Calendar.

Upcoming Events:

- Spring Stroll, April 11, 2026, 11 a.m. – 2 p.m.
- Farmers Market Opening Day, May 3, 2026, 9 a.m. – 2 p.m.

Marketing and Public Relations:
The BSD has been working closely with its new social media management team, Saturday Social, to develop and adopt a new social media strategy. They have been busy coordinating and creating content to highlight Downtown Birmingham and its businesses. Follow the BSD on Facebook and Instagram to stay up to date on what is happening in the district!

Building Department

Board of Zoning Appeals
There were two cases on the February 10, 2026 Board of Zoning Appeals regular meeting agenda:

1. 1420 W. Lincoln: The property owner requested a variance from the combined total side yard setback to construct a new home with an attached garage. The variance was approved 5/0.

2. 551 S. Bates: The property owner requested a variance on the maximum distance that a front porch may project into the front open space to reconstruct the existing covered porch and steps. The variance was approved 5/0.

Online Permit Applications
In the month of January we processed 236 permits online, bringing this year's total permits processed electronically to 236.

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

Upcoming elections will be held on August 6, 2026 for the State Primary, and November 3, 2026 for the General Election.

In 2025, Birmingham consolidated its precincts from nine locations to five. View a map of the official polling locations at bhamgov.org/precincts.

As always, we are happy to see Birmingham voters at the polls on Election Day! However, if you will be going out of town or wish to obtain an absent voter ballot, request it online at mi.gov/vote. Voters interested in receiving a ballot in advance of every election moving forward may also request to join the permanent ballot list at mi.gov/vote.

Official ballots received by mail may also be voted in person at your assigned Birmingham polling location on Election Day or at early voting sites during the nine days of early voting. Find more information about early voting at bhamgov.org/earlyvoting.

The Clerk's Office installed a new ballot box on the front counter in City Hall. This collection box is for election materials only and will be closed outside of an election cycle. Official ballot drop boxes can also be found at the southeast corner and back entrance of City Hall (151 Martin Street). An additional official ballot box has been mounted on the outside west wall at Fire Station 1 (572 S. Adams Road) for collecting election materials 40 days leading up to an election.

Important News

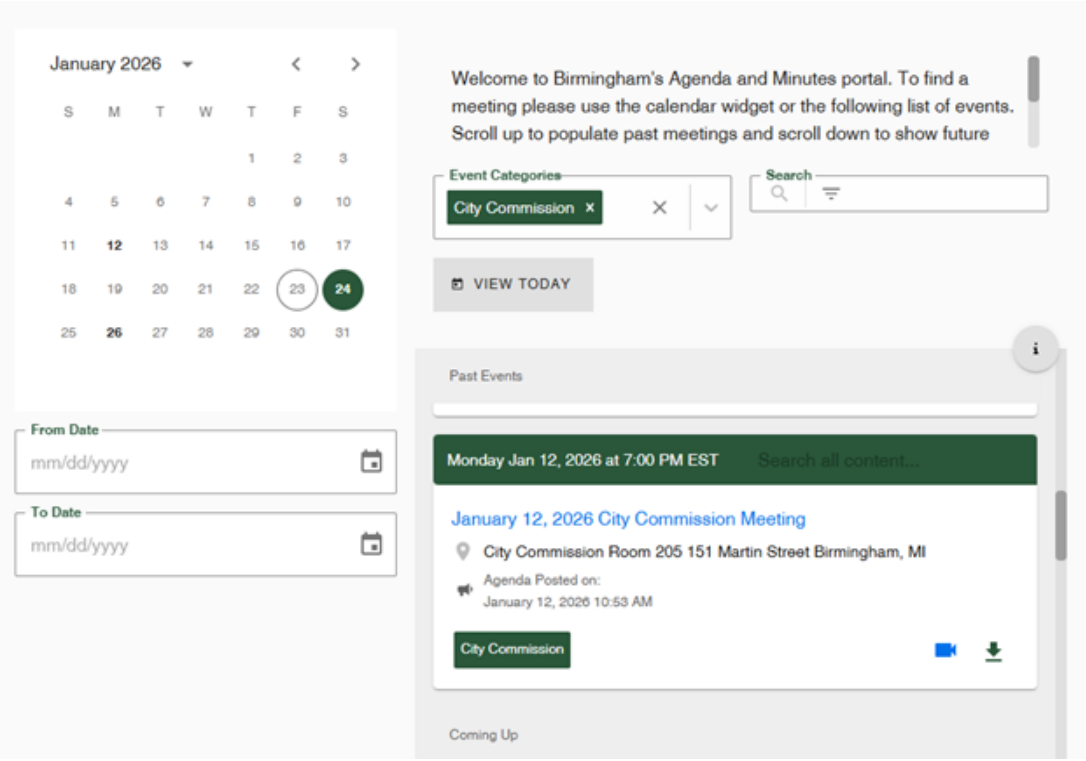
A new U.S. Postal Service (USPS) rule took effect on December 24, 2025, which states that "the presence of a postmark on a mailpiece confirms that the Postal Service was in possession of the mailpiece on the date of the postmark's inscription; the postmark date does not inherently or necessarily align with the date on which the Postal Service first accepted possession of the mailpiece" (Postal Service 39 CFR Part 111).

The Clerk's Office would like to highlight this point for any citizens who rely on postmarks for various reasons. The drive-up drop boxes located at the southeast corner of City Hall are open year-round for the collection of City documents. No postage is required when using the drop box.

For domestic military and overseas voters, please be especially mindful of this as you return election materials. Be sure to return your election mail as early as possible to account for physical transportation delays as well as the possibility of a delayed postmark.

Viewing Meeting Materials Online

The City of Birmingham Clerk's Office has rolled out a new platform by CivicPlus for City Commission and most City board agendas and minutes. If you are familiar with the bhamgov.org/commission webpage, then you are likely familiar with the rows of Commission meeting dates and accompanying information. All of this information is still available, but the user interface (shown below) has changed. Follow this link to access a guide to using the new portal.



Parade

The Celebrate Birmingham Hometown Parade & Party brings our community together each year and we would love for you to be part of it!

Whether your organization joins the parade, hosts a hands-on activity during the party in Shain Park, or becomes an official sponsor, every contribution helps make this event fun, inclusive, and unforgettable for Birmingham families.

Want to Participate in the Parade, Party, or both?

Registration for the Parade and Party in Shain Park participants is free! Simply provide a child-friendly craft or interactive activity in Shain Park during the event, or sign up for your group to walk in the parade.

Sponsorship Opportunities Available!

Packages range from $100–$3,500 and offer varying levels of recognition from website and printed materials to event-day visibility in Shain Park. Presenting Sponsors enjoy premium recognition plus on-site space and branding opportunities.

Join us in celebrating Birmingham and helping create a hometown tradition our community loves! Find more information and register at bhamgov.org/parade!

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the GCAB is scheduled for March 6, 2026. View Greenwood Cemetery Advisory Board agendas and minutes at bhamgov.org/GCAB.

For those visiting the cemetery and placing decorations for loved ones, it is important to be aware of the Greenwood Cemetery Operational Procedures, Conditions & Regulations, specifically sections II, III, and V.

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. View Ethics Board agendas and minutes at bhamgov.org/ethics.

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. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact with recommendations that shape the City's future. Visit www.bhamgov.org/boardopportunities to view available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

The City published frequently asked questions regarding The Community House, available at bhamgov.org/communityhouse.

Communications

March Around Town e-newsletter

The communications team is working on the March edition of the Around Town e-newsletter, which will include information about special siren testing, early golf incentives, upcoming spring events, new businesses and more. Follow this link to view the February edition.

Receive updates from Birmingham
Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on Facebook and Instagram @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

Birmingham City Commission - Upcoming Agenda Items

Meeting	Topic	Dates Addressed	Status
11/10/25	Workshop for mayor selection process before first November meeting.	11/10/25	In progress
4/7/25	Infrastructure Master Plan/Unimproved Roads	7/28/25 5/5/25 4/7/25 3/10/25	In progress

Engineering Department

City Construction Projects

Bird Phase 1B Project
The Engineering Department will answer questions about the Bird Phase 1B Project and the upcoming Special Assessment District during a meeting for residents on Tuesday, February 24, 2026 from 5:30-6:30 p.m. at City Hall in the City Commission room.

Lead Service Replacement Program
In November 2024, the City mailed notices to property owners with lead water services, galvanized pipes previously connected to lead materials, or unknown water service materials per EGLE's requirements. The City issued letters again in November 2025 for EGLE's yearly notice requirements. For more information or to sign up for lead service replacement at no cost, contact the Engineering Department at (248) 530-1840.

Consumers Energy Project
Consumers Energy has two projects to replace the gas main in the west part of the City. They have notified residents about these projects. To learn more, reach out to Consumers Energy:
- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 1-800-477-5050
- Landscaping, grass, road, and sidewalks: 1-844-660-3477

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

Fire Department

With daylight savings time on Sunday, March 8, the Fire Department is reminding residents to test the batteries and functionality of your smoke and carbon monoxide detectors. Get in the habit of changing the batteries each time you change your clocks.

The Birmingham Fire Department's Community Risk Reduction program offers free home fire safety inspections for residents. Home safety inspections include:

- Checking for proper placement, quantity, and functionality of smoke and carbon monoxide detectors

- Escape plans for emergency egress
- Cooking safety tips
- Electrical and appliance safety tips
- Tips for using the 9-1-1 emergency activation system
- Housekeeping fire safety tips, etc.

Interested residents may schedule a home fire safety inspection by calling (248) 530-1923.

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of February 9, 2026. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

Department	Name	Position	Type
Police	Scott Vierk	Police Officer	Full Time (BPOA)
Treasury	Anjoli Wilson	Clerical Assistant	Part Time (AFSCME)
Library	Chelsea Cook	Library Page	Part Time
Library	Victoria Underhill	Library Operations Assistant	Part Time

February 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	Sandra Hajj	Police	Crossing Guard
2	Christopher Chartrand	Parking	Parking Maintenance Manager
2	Rebecca Lademan	DPS	Parks & Forestry Operator
2	Joel Felsenfeld	Library	Library Assistant
2	Julia Eisenstein	Library	Substitute Librarian
4	Sofia Silvis	Library	Substitute Librarian
5	Ian Nock	DPS	Fleet Mechanic
6	Carlton Elam	Library	Library Assistant

7	Randy Bearden, Jr.	Fire	Firefighter Paramedic
9	Alex Linke	Police	Police Lieutenant
10	Syntha Green	Library	Librarian
10	Angela Shinozaki	Library	Substitute Librarian
11	Gregory Foley	DPS	Parks & Forestry Specialist
13	Christopher Judkins	Fire	Firefighter Lt. Paramedic
13	Dominic Lane, Sr.	DPS	SSW Specialist
13	Ronald Dix	DPS	SSW Assistant Foreman
30	Theresa Hart	Library	Library Assistant

February Hiring Status
The City is seeking candidates for the positions listed below. Visit bhamgov.org/jobs to learn more and apply.

Department	Position	Type	Status
Police	Police Officer	Full Time (BPOA)	Open Until Filled
Golf	Seasonal Clubhouse Service	Seasonal	Open until filled
Golf	Seasonal Maintenance Laborer	Seasonal	Open until Filled
Fire	Firefighter	Full Time (BFFA)	Reviewing Applications
Police	Parking Enforcement Assistant	Part Time (AFSCME)	Reviewing Applicants
Engineering	Civil Engineer	Full Time	Interviewing
DPS	PT Admin Assistant	Part Time	Interviewing
Golf	Operations Manager	Full Time	Interviewing
Building	Plans Examiner	Full Time (AFSCME)	Interviewing
Building	Electrical Inspector	Full Time (AFSCME)	Onboarding

Planning Department

Planning Board (PB)

Zoning Ordinance Update Project

The Planning Department has begun working with Houseal Lavigne on the strategy and rollout of the first few phases of their scope of work, which include project initiation and kick off meetings. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- February 25, 2026
- March 11, 2026
- March 25, 2026

Regular Business

The Planning Board is experiencing a lull in site plan reviews at the moment, which is not unusual given the weather and timing of developments. However, several new site plans are expected to come before the Planning Board in the first quarter of 2026, including large developments such as 34952 Woodward (southeast corner of Woodward and Maple).

Other News

The 2026 National Planning Conference is coming to Birmingham! We applied for a mobile tour session based on the history of planning in Birmingham and its relationship to the Woodward corridor, which was recently accepted. The session is scheduled for Sunday, April 26, 2026 from 8 a.m. – 12 p.m. and will be led by Planning Director Nick Dupuis. We are eager to share our story with planners from across the United States and hopefully provide them with inspiration to bring back to their own communities.

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

The Historic District Commission is beginning its work on the Historic Preservation Master Plan (HPMP) with the study of a potential demolition delay ordinance to be considered by the City Commission. The HPMP is expected to dominate the HDC's agenda over the coming years, with some Design Reviews expected to come at the usual pace.

Environmental Sustainability Committee (ESC)

The ESC held its most recent meeting on February 23, 2026. Several new items are being introduced at the ESC, but several more will also be coming to the City Commission in the near future for approval.

A tentative list of items to be completed by the ESC is provided below:

1. Single Family Stormwater Infiltration/Detention Ordinance (2/23/26)
2. Residential Rain Garden Program (2/23/26)
3. Building and Facilities Electrification Plan (2/23/26)

Police Department

Package theft suspect arrested and charged

In December of 2025, the Birmingham Police Department received several reports of package larcenies from residential porches. Detectives linked the crimes to the same suspect and identified him as Robert William Foster. A 17-count warrant was obtained for Foster through the Oakland County Prosecutor's Office and he was arrested and charged. He was arraigned on January 25, 2026, and issued a $25,000 personal bond, with a condition that he wear a GPS tether upon release.

Michigan Association of Chiefs of Police (MACP) Winter Conference

Captain Kearney and Sergeant Syts attended the MACP Winter Conference in Grand Rapids during early February. They attended several valuable sessions covering topics such as: crisis intervention teams, use-of-force training and various aspects of leadership.

Skate with a Cop

The Police Department's annual Skate with a Cop event will be held at the Birmingham Ice Arena on Sunday, March 1, 2026 from 2:30-3:50 p.m. Officers from Birmingham, Auburn Hills and Bloomfield Township Police Departments will trade in their badges for skates. The public is invited to join them as they take over the ice. The cost is $6 for adults, or $5 for seniors over 55 and children 17 and under.

Parking Systems Update

Chester Garage Interior Design and Lighting Improvements Update

Since 2020, WJE has served as the City's primary consultant for the evaluation and structural repair of the Chester Street Parking Structure. In mid-2025, BCT Design Group completed refined schematic designs emphasizing the pedestrian experience, exterior facades, and interior aesthetics. These designs were approved by the Commission and are intended to serve as a consistent template for improvements across the City's remaining four parking garages.

To ensure continuity of design intent and seamless technical coordination, WJE proposes to lead the next phase of the project as Engineer of Record. Their approach integrates a team of specialized consultants with prior experience in the City's parking system, including BCT Design Group as Architect of Record; Illuminart, a division of Peter Basso Associates, for lighting design; Peter Basso Associates for electrical, mechanical, and fire protection engineering; and Corbin Design for wayfinding and signage coordination under a direct contract with the City.

The City's goal is to award the construction contract by the end of the current fiscal year on June 30, 2026. WJE estimates that preparation of construction documents will require approximately 13 weeks, making expedited approval critical to maintain the overall schedule and allow bidding to begin in early 2026.

Elevator Repair – Park, Peabody, N. Old Woodward Garage

Cold weather conditions place significant stress on elevators that are exposed to the elements, and the City routinely experiences increased operational challenges during the winter months. This season, however, elevator issues have been more frequent than typical, resulting in extended service disruptions at the Peabody, Park and North Old Woodward parking garages. Repairs have included replacement of the controller drive at the Park Garage elevator, installation of a new travel cord at the Peabody Garage, and replacement of a selector at the North Old Woodward Garage due to water-related damage. The City, in coordination with KONE, Inc., has proactively addressed these issues by replacing critical components, with the goal of restoring service and improving overall reliability moving forward.

Download the monthly parking report to view data regarding meter revenue, parking garage revenue, monthly parking permits sold, garage occupancy rates and more.

Upcoming agenda items

Potential Future Workshop Topics

Potential upcoming workshop topics include: Capital Improvements Master Plan, Mayor Selection Process, City Hall improvements, Unimproved Roads.

MEMORANDUM

Engineering Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2025 and 2026 Asphalt Resurfacing Program
Hearing of Necessity for Staircase Special Assessment District (SAD)

INTRODUCTION:

As part of the 2025 and 2026 Asphalt Resurfacing Program, the City will replace the existing retaining walls along Brookside Avenue, Ravine Road, and Park Street.

Property owners with staircases in their current retaining walls were previously sent a letter asking whether they would like a staircase included in the new wall. For those who elect to have a staircase installed as part of the reconstruction, the property owner will be responsible for 100% of the associated costs.

BACKGROUND:

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

Several properties within the project area have an existing staircase in the retaining wall that allows access from the roadway to the sidewalk and to their property. The City contacted the property owners to determine whether they wished to have the staircase reinstalled with the owners being assessed 100% of the associated cost.

The City received bids for the project on Tuesday, January 20, 2026. The Engineering Department held a property owner meeting on Wednesday, January 21, 2026, to discuss the project and the estimated staircase costs with the property owners.

The parcels that requested a staircase are highlighted on the attached maps. Appended to this report is also a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

Please note there is one property owner that was initially interested in having a staircase but has since elected not to proceed. This is noted in the attached map and estimated construction costs.

LEGAL REVIEW:
Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and has no objection as to form or content.

FISCAL IMPACT:
Revenue generated from the Staircase Special Assessment District for the 2025 and 2026 Asphalt Resurfacing Program will defray the costs incurred by the City for the construction of these improvements.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
Notice for the Public Hearing of Neccessity was distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Wednesday, January 21, 2026. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:
The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2025 and 2026 Asphalt Resurfacing Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on March 9, 2026.

ATTACHMENTS:
1. Map of proposed Staircase Special Assessment District
2. Spreadsheet of estimated costs
3. Clerk's Confirmation of Public Hearing Notice
4. 2025 - 2026 Asphalt Resurfacing Staircase SAD presentation

SUGGESTED COMMISSION ACTION:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is

necessary to proceed with the project of resurfacing existing asphalt roads, replacement of existing retaining wall in the City's right of way, replacement of staircases in the City's right of way, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of replacing staircases in the City's right of way by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the replacement of the retaining wall with the 2025 and 2026 Asphalt Resurfacing Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Staircase Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the staircases are located within the limits of the following streets and shall be installed as part of the 2025 and 2026 Asphalt Resurfacing Program (Contract #2-25(P) and #2-26(P)):

Brookside Avenue – Ravine Road to North Dead End
Ravine Road – Brookside Avenue to Park Street
Park Street – Brookside Avenue to Ravine Road

WHEREAS, The formula used in making the assessment is 100% of the improvement for staircase in the City's right of way (calculated at the rate of $2,500.00 per staircase riser for properties on streets that will have new staircase installed in the City's right of way).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing for Confirmation of the Roll on March 9, 2026 and give notice for same.

Staircase					
Sidwell Number	Street Address	Decorative Staircase Risers (EA)	Unit Cost for Assessment	Total Assessment	
1925329017	544 BROOKSIDE AVE	7.00	$2,500.00	$17,500.00	
1925329016	552 BROOKSIDE AVE	8.00	$2,500.00	$20,000.00	
1925329015	564 BROOKSIDE	0.00	$2,500.00	$0.00	**

	AVE				
1925329011	243 RAVINE ROAD	3.00	$2,500.00	$0.00	*
1925329018	647 PARK ST	6.00	$2,500.00	$15,000.00	
*	Resident elected not to proceed				
**	Not feasible to construct				

Wall Replacement PROJECT AREA

1. Park Street, Brookside Avenue and Ravine Road

Staircase Special Assesement District for 2025-2026 Asphalt Resurfacing Program

Sidwell Number	Street Address	Decorative Staircase Risers (LFT)	Unit Cost for Assessment	Total Assessment	
1925329017	544 BROOKSIDE AVE	7.00	$ 2,500.00	$ 17,500.00	
1925329016	552 BROOKSIDE AVE	8.00	$ 2,500.00	$ 20,000.00	
1925329015	564 BROOKSIDE AVE		$ 2,500.00	$ -	**
1925329011	243 RAVINE ROAD	3.00	$ 2,500.00	$ -	*
1925329018	647 PARK ST	6.00	$ 2,500.00	$ 15,000.00	

*Resident elected not to proceed
**Not feasible to construct

MEMORANDUM

City Clerk's Office

DATE: February 11, 2026

TO: Melissa Coatta, City Engineer

FROM: Mya Brown, Deputy City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: 2025 and 2026 Asphalt Resurfacing Program, Contract #2-25(P) and 2-26 (P)

INTRODUCTION:
The public hearing notice process has been completed for 2025 and 2026 Asphalt Resurfacing Program, Contract #2-25(P) and 2-26 (P) for Staircase Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 1/20/2026
Test Mail Return Date: 1/30/2026
Publishing Dates in the Oakland Press: 2/8/2026 & 2/22/2026
Posted in www.bhamgov/publicnotices

ATTACHMENTS:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Repot
5. Proof of Publishing

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Park Street, Brookside Avenue and Ravine Road; below are the assessed parcels: • 547 Park St • 564 Brookside Ave • 552 Brookside Ave • 544 Brookside Ave • 243 Ravine Rd
Nature of Improvement:	This work will include the installation of new staircases as part of replacing the existing retaining wall along Ravine Road, Brookside Avenue, and Park Street.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

Sidwell Number	First Owner Name	Postal Address	POSTAL CITY	POSTALSTATE	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1925329017	MARIANNE F MILLER	544 BROOKSIDE AVE	BIRMINGHAM	MI	48009	08-19-25-329-017	BIRMINGHAM, MI 48009
1925329011	SUSAN DOBEL HALL	243 RAVINE RD	BIRMINGHAM	MI	48009	08-19-25-329-011	BIRMINGHAM, MI 48009
1925329018	ANDREW V DEANGELIS JNT REV LVNG TRUST	213 PARK DR	TROY	MI	48083	08-19-25-329-018	TROY, MI 48083
1925329016	JEFFREY SLOAN	552 BROOKSIDE AVE	BIRMINGHAM	MI	48009	08-19-25-329-016	BIRMINGHAM, MI 48009
1925329015	BROOKSIDE REAL PROP VENTURES	34300 WOODWARD AVE STE 200	BIRMINGHAM	MI	48009	08-19-25-329-015	BIRMINGHAM, MI 48009
	City of Birmingham - Clerk's Office	151 Martin	BIRMINGHAM	Mi	48009		BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

January 22, 2026

Name
Address
City, State Zip Code

Dear Property Owners,

This letter is to inform you of an upcoming 2025 and 2026 Asphalt Resurfacing Program in your neighborhood. This work will include milling the existing asphalt and placing a new asphalt overlay, reconstructing some ramps in the project area to meet ADA requirements, and replacing existing retaining walls along the edge of the roadway on Ravine Road, Brookside Avenues, and Park Street. This project is scheduled to start construction this spring. The project will cover the following streets:

1. Baldwin Road from Maple to Harmon
2. Ravine Road from N. Old Woodward to Park Street
3. Euclid Avenue from N. Old Woodward to Park Street
4. Brookside Avenue from Ravine Road to North Dead End
5. Park Street from Oakland Avenue to Brookside
6. Ferndale Avenue from Oakland to Brookside
7. Pierce Street from Frank to Brown

In addition, in accordance with current City policy, a Special Assessment District (SAD) will be established to assess the cost of installing new staircases between the retaining wall and sidewalk, which will be borne by the homeowners. Enclosed is a map of properties included in the new staircase SAD.

With this letter, you are receiving notifications for two public hearings for the staircase Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for staircase replacement meeting the requirements as part of the 2025 and 2026 Asphalt Resurfacing Program is now on **Monday, February 23, 2026 (New Date)**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin St.

- If necessity is determined at the February 23 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow now on **Monday, March 9, 2026 (New Date)**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin St.

Consistent with previous projects of this nature, it has been the City's policy to assess 100% of the costs of replacing the staircase within the right-of-way to the property owner.

After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements. Payment in full will be expected within 30 days of receipt. If you are not in a

position to pay off the charge in one payment, it can be broken into as many as 5 annual payments. An annual interest charge on the remaining balance, currently about 8.50 percent, will apply. Official estimates of the water and sewer lateral replacements will be provided at the Hearing of Necessity.

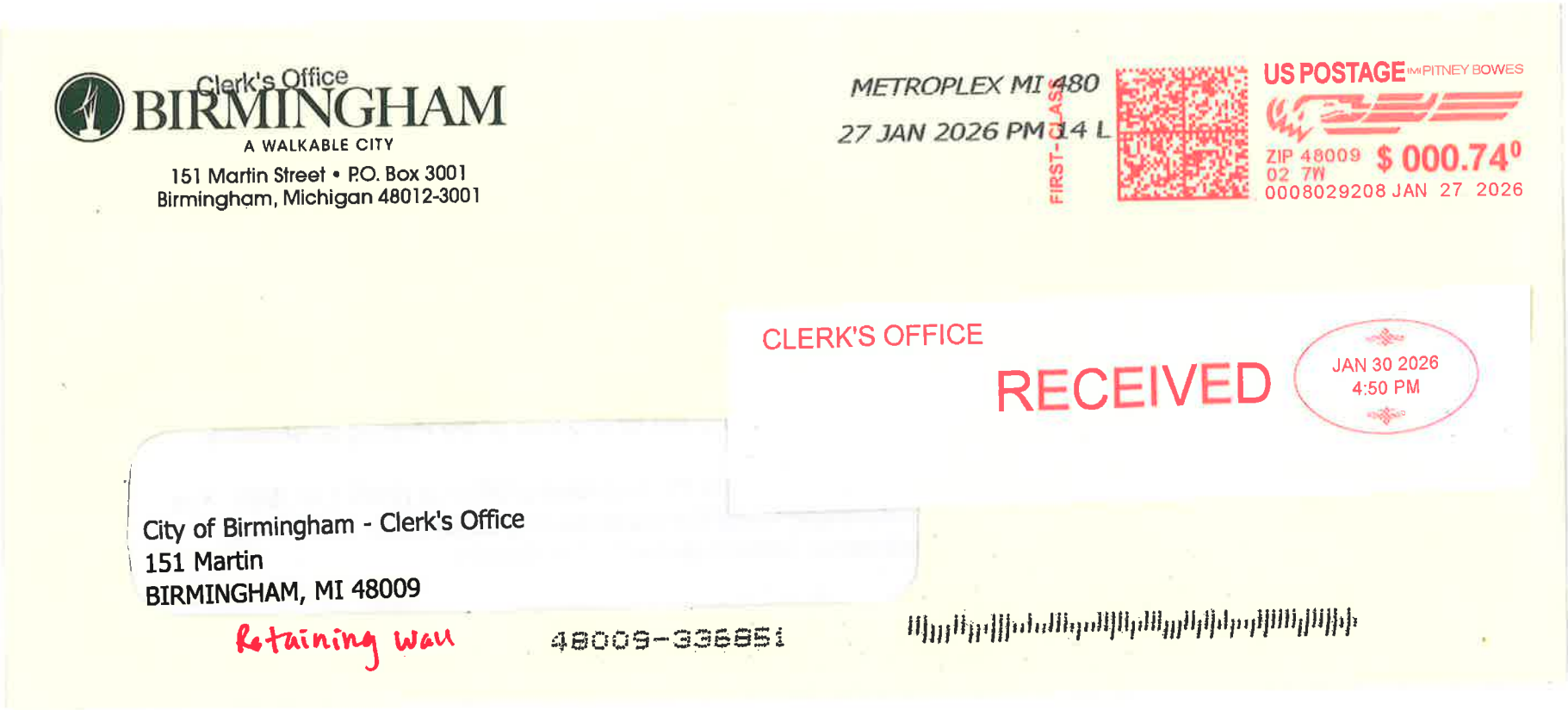
If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You will have the opportunity to ask questions and speak directly to the City Commission at the Public Hearing of Necessity and at the Confirmation of the Roll.

Sincerely,

Melissa A. Coatta

Melissa A. Coatta, P.E.
City Engineer

Funds Report				
	Available:	$4,687.82	PBP Account Number:	35884980
	Used:	$117,098.18	Indicia Number:	0008029208
	Total Pieces:	153972	Meter Number:	8029208
	Control Sum:	$121,786.00	Meter Name:	
	Resettable Piece Count:	6	Printed:	JAN 27 2026 12:21 PM
	Piece Count Value:	$4.44		



Clerk's Office
BIRMINGHAM
A WALKABLE CITY
151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

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US POSTAGE PITNEY BOWES
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0008029208 JAN 27 2026

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JAN 30 2026
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City of Birmingham - Clerk's Office
151 Martin
BIRMINGHAM, MI 48009

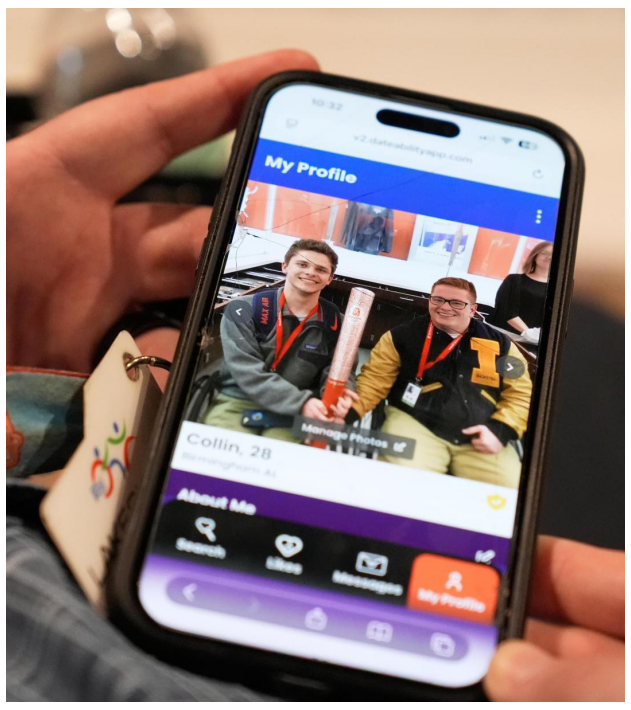
Retaining wall

48009-336851

DATING

From Page 1

goes along with everything."



photos by Brynn Anderson — The Associated Press

Kaci LaFon, left, appears with her husband Collin LaFon at their home in Trussville, Ala.

DATING WHILE DISABLED MADE EASIER

What the LaFons describe is exactly why two sisters in Denver, Colorado, launched Dateability three years ago. One, 31-year-old Jacqueline Child, had become disabled due to Ehlers-Danlos, lupus, rheumatoid arthritis and a plethora of other conditions that impact her health from head to toe. She must use a feeding tube to stay alive.

Child recalls months of being ghosted or rejected on mainstream dating apps.

"Any mention of disability was completely negative," she said. "They wouldn't even give it a chance, had no idea what my life looked like, but they just assumed it would be miserable."

She and her older sibling, Alexa Child, now have about 40,000 registered users and recently updated Dateability to improve the look and functionality. They've expanded their user base to include Canada, Mexico and the U.K.

"I just wanted an equal playing field of people that I would be interested in, and that other young people would be interested in, too," Jacqueline said.

MILLIONS OF PEOPLE REPORT DISABILITIES

More than 70 million U.S. adults, or one in four, reported having a disability in 2022, according to the most recent data available from the Centers for Disease Control and Prevention. That's the year the Child sisters founded Dateability.

They had 1,000 people sign up in the first month. Their user base has increased 10-fold in the last year, the founders said.

The service has both free and paid options. Among the differences in tiers: Users who don't pay must "like" or pass on a profile before seeing another. Paid users can see all profiles that have sent them a "like" at once.

Dateability also welcomes nondisabled users, screening as best it can to avoid those who fetishize chronically ill or disabled people. The sisters have found that most nondisabled people using it have some connection to the disability or chronically ill communities through a loved one or their own advocacy work.

"We wanted to make it truly inclusive," Alexa said.

FINDING LONG-TERM PARTNERS ONLINE

In Pikesville, Maryland, 23-year-old Sophie Brisker found her boyfriend on Dateability. She joined the app in 2022 after developing debilitating symptoms just before her 18th birthday from chronic fatigue syndrome and other long-term conditions. She has been housebound for months at a time, attending college online, and uses a wheelchair for long distances.

"It's really exhausting trying to explain to someone all of your limitations and the illnesses you have," Brisker said. At the time, she was looking for companionship, unsure whether a romantic relationship was doable.

"Knowing that someone would be OK with not necessarily doing many of the things that most normal couples do was important to me," she said.

Her partner suffers from long COVID-19 and other chronic illnesses. Now, the two plan to move together to Louisville, Kentucky. "We hit it off on everything," Brisker said. "We understood each other in ways that other people just couldn't."

Matthew Shapiro, 34, is a disability advocate in Richmond, Virginia. He works with businesses, organizations, state lawmakers and others who want to learn how to be more inclusive. He was born with cerebral palsy and uses a power chair to get around.

Shapiro has dabbled in online dating on mainstream apps and another service for the disabled.

"People's intentions on those apps weren't always pure," Shapiro said. "I was looking for a space where it felt like community."

He's had relationships over the years with people he's met online and in person, including a relationship with a nondisabled woman who questioned her ability to cope with Shapiro's personal care needs.

It was a woman he met on Dateability that changed his life. The older mom of two was born without fingers on her left hand and didn't flinch at his challenges. The two have shifted to be close friends after several months of dating.

"It was the first time I ever felt fully seen and accepted and sort of loved in a relationship," Shapiro said. "With traditional apps, you sort of have to hope that people are cool with who you are, but with Dateability, it's all right there."

APP LEADS TO FRIENDLIER DATES FOR DISABLED PEOPLE

In addition to stigma and misconceptions about their abilities and challenges, people with chronic illnesses and disabilities face other obstacles in dating.

Not all social venues, like bars and restaurants, are fully accessible. That could mean no ramps, poor lighting or a noisy environment. Online, some dating apps have limited assistive technology, such as sign language support or screen reader compliance with common software for the visually impaired.

Opening up about their personal needs can also be daunting, Shapiro said. Some have given up on dating altogether, or never tried.

"People with disabilities deserve love and deserve relationships, just like anyone else," he said. "Love without worry. Love without hesitation and question. There are a lot of people with disabilities who don't know what that feels like."

BRAIN

From Page 1

style behaviors can improve brain health, were published in JAMA in 2025.

The participants were randomly assigned to one of two lifestyle intervention groups: one with a structured program and another with a self-guided program. Both groups focused on physical activity, diet, cognitive training, social engagement and vascular health over the course of the two-year study.

Both groups showed cognitive improvements throughout the two years of the trial. But participants in the structured lifestyle group did better than people in the self-guided group.

The trial provides "a new recipe" to improve cognitive function and shows specific behaviors matter for brain health, said Laura Baker, a professor of internal medicine at Wake Forest University School of Medicine and the principal investigator of the study.

Exercise was a key part of this recipe. The researchers asked Phyllis Jones, 66, of Aurora, Illinois, and her fellow participants in a structured program group to do just 10 minutes of exercise a day. But "after all those years of being sedentary, 10 minutes was a good start and that got me going," Jones said. "Since they took it slow, it made it so that we didn't get discouraged. We didn't hurt ourselves."

Since then, she has lost 30 pounds, Jones said. Now, she wakes up to do virtual reality workouts in her pajamas each morning before work and feeding her two dogs and two cats.

To reduce your risk of dementia, sit less, since sitting all day increases dementia risk, and exercise regularly, which can keep your brain sharp.

2. EAT A HEALTHIER DIET

Another lifestyle intervention studied in the POINTER trial related to diet. Participants in the structured program group were encouraged to adhere to the Mediterranean-DASH Intervention for Neurodegenerative Delay (MIND) diet, which is designed to promote healthy brain aging.

You can try the MIND diet, which calls for more vegetables, berries and nuts, and limits on red and processed meats and sweets. Processed meats are linked to higher rates of dementia and worse cognition, while replacing them with nuts and legumes is associated with lower dementia risk, research shows.

3. STAY CONNECTED

The structured group in the POINTER trial also met 38 times with facilitators and fellow participants, received biannual health coaching from a medical adviser, as well as phone calls and clinic visits to assess diet and cardiometabolic health.

Having participants meet their peers offers a social component for support that is "a key ingredient in the intervention," Baker said.

Feelings of loneliness can increase the risk for dementia, while having strong social connections is a key to cognitive health.

4. CHALLENGE YOURSELF INTELLECTUALLY

Participants in the structured program group of the trial engaged with a web-based cognitive training program three times a week. Brain games are another intervention that might improve your cognition.

Find ways of "stretching and using your brain, your memory, your cognition in different ways that's different for you and that's pushing the envelope for you," said Heather Snyder, an author of the POINTER study and the senior vice president of medical and scientific relations at the Alzheimer's Association, which provided $50 million to fund the study.

Other research has found that embracing new technologies is associated with cognitive benefits for older adults, while video games can be a surprisingly good way to give your cognition a 1-up.

5. REDUCE YOUR ALCOHOL INTAKE

For years, the common wisdom and science were that a little bit of alcohol wasn't bad — and even beneficial — for your health: a toast to moderation.

But new research published in BMJ Evidence-Based Medicine suggests that even light alcohol consumption can increase dementia risk.

"I think people should be aware that even a small amount of alcohol intake may have negative cognitive effects down the line," said Joel Gelernter, a professor of psychiatry, genetics and neuroscience at Yale University School of Medicine and senior author of the study. "And if that's the most important thing to you, then you ought to reconsider drinking even a small amount."

The finding comes from data of more than 550,000 adults ages 56 to 72, as well as genetics information from 2.4 million study participants. It adds to evidence that even small amounts of alcohol can be harmful to our health, including increasing the risk of cancer or disrupting sleep.

6. GET VACCINATED

Vaccines don't just protect us from infectious diseases or lessen their effects. Some are also associated with a reduced risk for dementia, research shows.

"They'll protect against these really potentially severe infections, especially in older adults, and preventing that alone is huge," said Avram Bukhbinder, a resident physician at Massachusetts General Hospital in Boston who has conducted research on vaccines and dementia risk.

"There seems to also be some kind of added benefit, and ultimately it just adds a more compelling reason" to get routine vaccines, he said.

Vaccination against shingles has the strongest evidence for lowering dementia risk and even potentially slowing down dementia progression. But studies have found that many vaccines may be associated with a reduced risk of dementia.

7. SING YOUR HEART OUT

If there is a song in your soul, sing it out loud — whether in your car on your morning commute or at karaoke with friends. It's OK if you are not the next Beyoncé.

Making music — even if we aren't especially good at it — can still be good for us.

Music has the power to soothe the mind, promote brain health and bring people closer together, research has consistently shown.

"It can move us emotionally, it can move us physically, it can connect us to other people," which are all important elements of mental health, said Daniel Bowling, a professor of psychiatry and behavioral sciences at Stanford School of Medicine who researches music-based treatments for mental health.

And while you're at it, maybe dance a little, too.

8. TAKE NAPS

A simple way to sharpen your cognition and memory is also an enjoyable one: Take a nap.

Research shows that napping can not only take the edge off a night of inadequate sleep, but also boost our cognitive and learning capabilities. Even a 10-minute nap can have profound effects on our cognition and mood in addition to alleviating afternoon slumps.

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NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Park Street, Brookside Avenue and Ravine Road; below are the assessed parcels: • 547 Park St • 564 Brookside Ave • 552 Brookside Ave • 544 Brookside Ave • 243 Ravine Rd
Nature of Improvement:	This work will include the installation of new staircases as part of replacing the existing retaining wall along Ravine Road, Brookside Avenue, and Park Street.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

CITY OF FERNDALE
NOTICE OF PUBLIC HEARING

The City of Ferndale City Council will hold a public hearing at City Hall, 300 E. Nine Mile, Ferndale, MI 48220, on Monday, February 23, 2026, at 7:00PM, for the purpose of considering a planned unit development (PUD) application, submitted by Deanna Bader, in accordance with the Michigan Zoning Enabling Act (Public Act 110 of 2006). This public hearing will be held under provisions of the Open Meetings Act (MCL 15.261, et seq.).

The planned unit development (PUD) application was submitted to the City in accordance with Article 11, Planned Unit Development, of the Zoning Ordinance. The PUD application proposes changes to the youth educational and therapeutic services campus operated by LifeLab Kids, located at:

Sidwell number 25-26-106-018, T1N, R11E, SEC 26 BERMORE SUB NO 1 LOTS 117 TO 132 INCL EXC W 20 FT OF LOTS 117 TO 126 INCL & EXC W 20 FT OF LOTS 129 TO 132 INCL, commonly known as 3178 Hilton Rd.

This public meeting will be held under the provisions of the Open Meetings Act (MCL 15.261, et seq.). Any resident or property owner may participate in the public hearing or submit written comments to the Community and Economic Development Department by mail (300 E. 9 Mile Rd, Ferndale, MI 48220) or email (ced@ferndalemi.gov) prior to the meeting. The proposed PUD application will be available for public inspection at City Hall, during regular business hours, Monday through Thursday.

The agenda for the City Council meeting will be available for review at https://www.ferndalemi.gov/council-meetings (scroll down to "Upcoming Events", click on "Agenda" next to "City Council").

Melissa Kalnasy, City Planner
Community & Economic Development Department
ced@ferndalemi.gov

WATERFORD TOWNSHIP

POSTING PUBLICATION NOTICE

The following notices, ordinances, and proceedings of the Township have been published by posting on the date indicated in the Township Clerk's office at 5200 Civic Center Drive, Waterford, MI 48329, and on the Township's website, www.waterfordmi.gov, under Postings and Publications.

- February 9, 2026, Board of Trustee Meeting Agenda, posted on February 5, 2026
- February 16, 2026, Office Closing, posted on February 5, 2026

Kimberly Markee,
Waterford Township Clerk

BIRMINGHAM
A WALKABLE CITY

2025-2026 Asphalt Resurfacing Program

Hearing of Necessity for Staircase Assessment District (SAD)

Engineering Department

Date: February 23, 2026

2025-2026 Asphalt Resurfacing Program Staircase Assessment District

➢Overview

- 2025-2026 Asphalt Resurfacing Program

  Road Improvement:

  - Mill and overlay
    - Park St., Ravine Rd., Euclid Ave., Brookside Ave., Ferndale Ave., Baldwin Rd. and Pierce St.
    - Springdale Golf Course parking lot
  - Crack sealing
    - Various city roads

  Trench Maintenance:

  - Replacement: Road cuts, damaged sidewalk and curb
    - Various locations in the city

  Retaining Wall:

  - Proposed: Retaining wall along Brookside Ave., Ravine Rd. and Park St.
- Special Assessment District (SAD) for Staircases will defray the costs incurred by the City for construction of these improvements.

BIRMINGHAM
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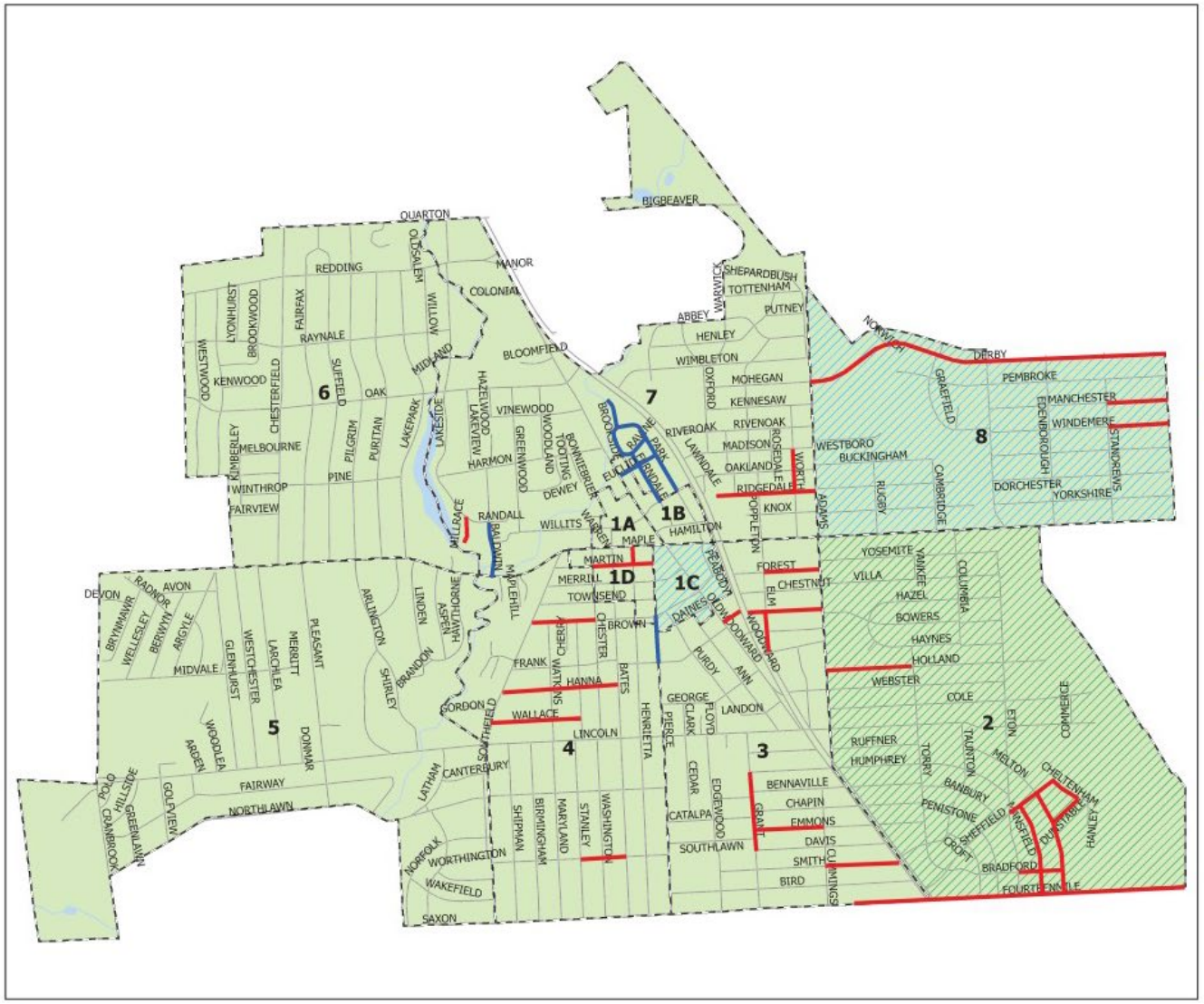
2025-2026 Asphalt Resurfacing Program
Staircase Assessment District



BIRMINGHAM
A WALKABLE CITY

2026
Capital Improvements

Legend

- Asphalt Resurfacing
- Crack Sealing

Not to Scale

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, tasmaps, surveys, and other public records and data. It is not a legally recorded map or survey.
The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.
Data Sources: Oakland County GIS Utility, City of Birmingham

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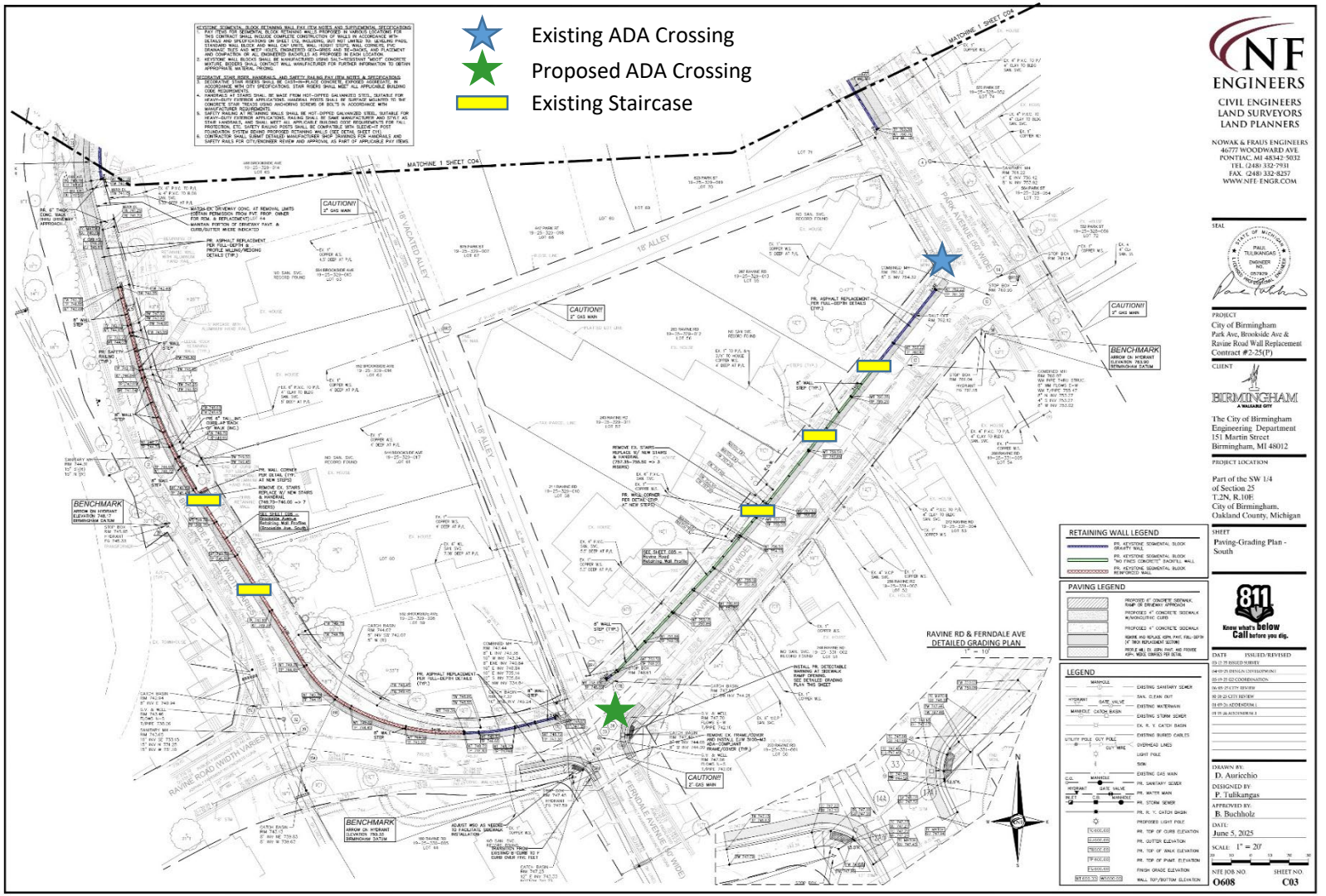
2025-2026 Asphalt Resurfacing Program
Staircase Assessment District



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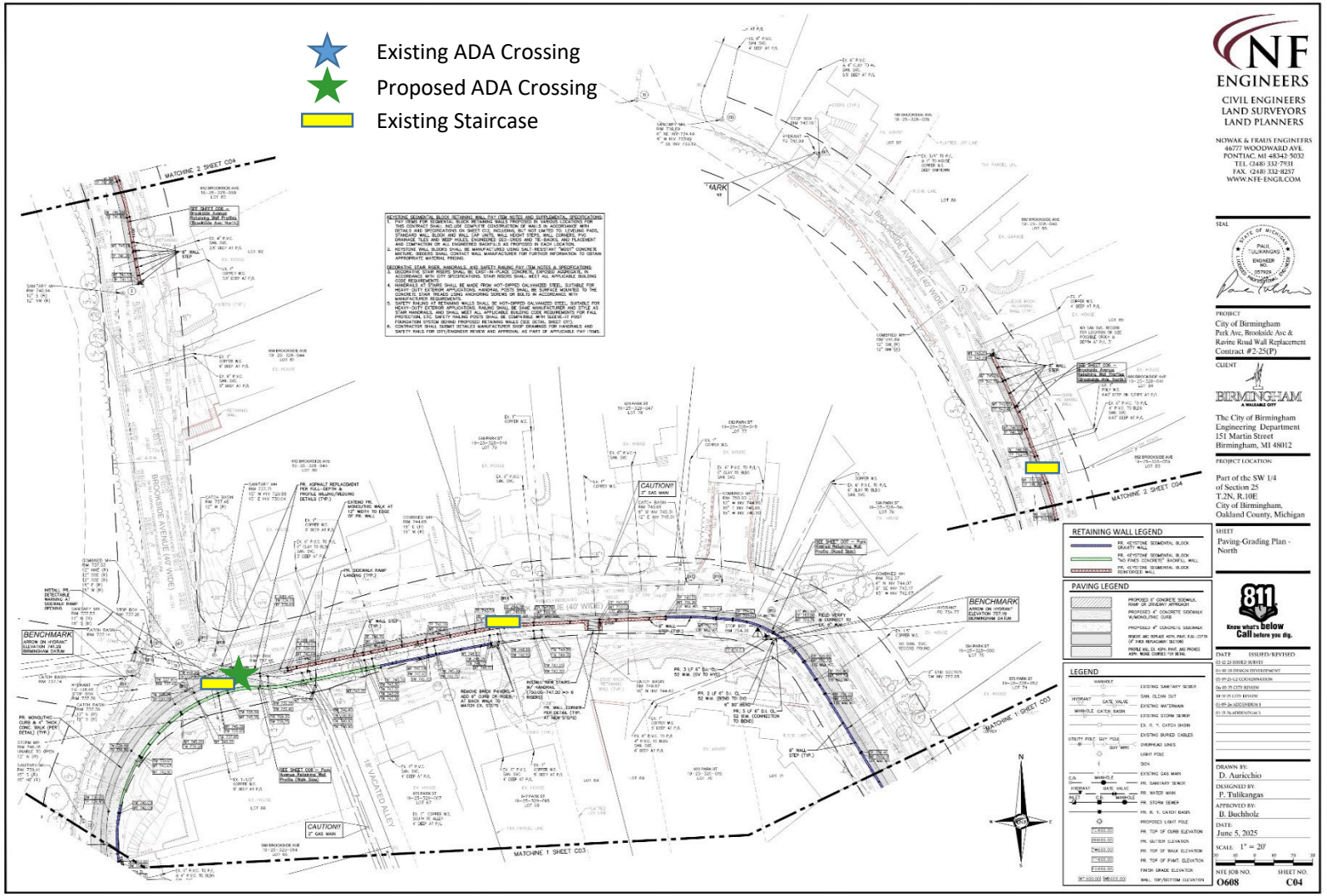
2025-2026 Asphalt Resurfacing Program
Staircase Assessment District



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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

BIRMINGHAM
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2025-2026 Asphalt Resurfacing Program Staircase Assessment District

- Cost Sharing
  - Residents will not be assessed for the retaining wall replacement.
  - Property owners who requested a staircase in their retaining wall will be assessed 100% of the staircase.
- Project Costs
  - Cost per Riser: $2,500.00

BIRMINGHAM
A WALKABLE CITY

2025-2026 Asphalt Resurfacing Program Staircase Assessment District

Staircase

Sidwell Number	Street Address	Decorative Staircase Risers (EA)	Unit Cost for Assessment	Total Assessment	
1925329017	544 BROOKSIDE AVE	7.00	$2,500.00	$17,500.00	
1925329016	552 BROOKSIDE AVE	8.00	$2,500.00	$20,000.00	
1925329015	564 BROOKSIDE AVE	0.00	$2,500.00	$0.00	**
1925329011	243 RAVINE ROAD	3.00	$2,500.00	$0.00	*
1925329018	647 PARK ST	6.00	$2,500.00	$15,000.00	
*	Resident elected not to proceed				
**	Not feasible to construct				

BIRMINGHAM
A WALKABLE CITY

2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside east of Ravine

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside north of Ravine

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside north of Ravine

BIRMINGHAM
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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside north of Ravine

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside north of Ravine

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Park east of Brookside

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Park east of Brookside

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Ravine west of Park

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2025-2026 Asphalt Resurfacing Program
Staircase Assessment District

Existing – Brookside north of Park

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2025-2026 Asphalt Resurfacing Program Staircase Assessment District

➢Summary

- The Engineering Department recommends that the City Commission declare a necessity and approve the Staircase SAD for 2025-2026 Asphalt Resurfacing Program.
- Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on March 9, 2026.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: 2026 Cape Seal Program
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:
Design and bidding have been completed for the 2026 cape seal program. This year's program includes streets located between Oak Avenue and Maple Road, west of Old Woodward Avenue, as well as Northlawn Boulevard between the Rouge River and Southfield Road. The existing unimproved road surfaces will be restored with a new cape seal treatment as part of the unimproved street maintenance program.

BACKGROUND:
Since the 1940s, cape seal treatments have been applied to unimproved streets to enhance their stability and eliminate dust associated with the original gravel roads. The expected service life of cape seal is approximately 7–10 years. The streets included in this project were last treated in 2008, 2010, or 2014. Construction of the proposed project is anticipated in Spring 2026.

Consistent with longstanding City policy, the costs of cape seal treatments on unimproved streets are defrayed by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment.

The parcels within the project zone that are subject to the Cape Seal Assessment are highlighted on the attached maps. Appended to this report is also a list of properties that the department plans to include in the assessment district, along with estimated construction costs.

LEGAL REVIEW:
Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. This project will follow the prescribed City Code procedures. Legal has reviewed and has no objection as to form or content.

FISCAL IMPACT:
Revenue generated from the Cape Seal Special Assessment District for the 2026 Cape Seal

Program will defray the costs incurred by the City for the construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

- 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement.

The City pays for the balance of the costs, 15% and 75% front footage and side footage, respectively.

Properties located on streets that will be pulverized, cement stabilization, and then receive a cape sealed surface will be assessed at the rate of is $40.83 per foot.

SUSTAINABILITY:
Completing cape seal treatment on roads will enhance the road surface and reduce maintenance.

DESIGN CONSIDERATIONS:
Sidewalk ramps that currently do not meet ADA standards will be removed and installed per the current ADA standards.

PUBLIC COMMUNICATIONS:
Notice for the Public Hearings of Necessity and Confirmation of Roll were distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Thursday, February 12, 2026. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:
The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2026 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on March 9, 2026.

ATTACHMENTS:
1. Maps of the proposed 2026 Cape Seal Special Assessment District
2. Spreadsheet with estimated costs
3. Clerk's Confirmation of Public Hearing Notice
4. Presentation
5. 20260223 Oak Cape Seal - M. Seneski
6. 20260223 Northlawn Cape Seal - J. Shell
7. 20260223 Oak Cape Seal - M. Areeda
8. 20260223 Northlawn Cape Seal - G. & M. Oudersluys

9. 20260223 Oak Cape Seal - A & S Stein
10. 20260223 Northlawn - P & S Schmaltz

SUGGESTED COMMISSION ACTION:
WHEREAS, Notice was given pursuant to Section 94-7 of the City Code, to each owner or party-in-interest of property and lots to be assessed, by first class mail, and by publication in a newspaper generally circulated in the City; and

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and capeseal surface, and replacement of City sidewalk ramps; and

WHEREAS, The City has previously established a policy to defray the costs of Cape Seal treatments on unimproved streets by creating a Special Assessment District (SAD) consisting of the properties that are benefiting from this treatment; and

WHEREAS, The City Commission, after the public hearing, has determined that the 2026 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

WHEREAS, The Commission has approved the detailed plans and estimates of cost prepared by the City Engineer; and

WHEREAS, Proposed costs by change order have been received and the costs of the unimproved roads resurfacing have been determined; and

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2026 Cape Seal Program (Contract #5-26(P)):

Oak Avenue – Greenwood to Old Woodward; and
Lakeside Drive – Oak to Millrace; and
N Glenhurst Drive– Oak to Pine; and
Northlawn Boulevard – Rouge River to Southfield Road; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $40.83 per foot for properties on streets that will be pulverized, cement stabilization, and cape seal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the

properties listed in the assessment roll is a necessity, and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a public hearing for confirmation of the Roll on March 9, 2026 and give notice for same.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
19-25-151-037	692 Oak Ave	$2,429.60
19-25-151-139	680 Oak Ave	$2,167.55
19-25-151-140	670 Oak Ave	$2,167.55
19-25-151-039	640 Oak Ave	$1,735.43
19-25-151-040	608 Oak Ave	$2,603.15
19-25-151-137	556 Oak Ave	$3,644.40
19-25-151-138	520 Oak Ave	$2,776.69
19-25-151-127	450 Oak Ave #100	$235.20
19-25-151-130	450 Oak Ave #101	$235.20
19-25-151-129	450 Oak Ave #102	$235.20
19-25-151-128	450 Oak Ave #103	$235.20
19-25-151-133	450 Oak Ave #201	$235.20
19-25-151-132	450 Oak Ave #202	$235.20
19-25-151-131	450 Oak Ave #203	$235.20
19-25-151-136	450 Oak Ave #301	$235.20
19-25-151-135	450 Oak Ave #302	$235.20
19-25-151-134	450 Oak Ave #303	$235.20
19-25-326-023	885 N Old Woodward Ave Unit 1	$141.07
19-25-326-024	885 N Old Woodward Ave Unit 2	$141.07
19-25-326-025	885 N Old Woodward Ave Unit 3	$141.07
19-25-326-026	885 N Old Woodward Ave Unit 4	$141.07
19-25-326-027	885 N Old Woodward Ave Unit 5	$141.07
19-25-326-028	885 N Old Woodward Ave Unit 6	$141.07
19-25-326-029	885 N Old Woodward Ave Unit 7	$141.07
19-25-326-030	885 N Old Woodward Ave Unit 8	$141.07
19-25-326-031	885 N Old Woodward Ave Unit 9	$141.07
19-25-326-032	885 N Old Woodward Ave Unit 10	$141.07
19-25-326-033	885 N Old Woodward Ave Unit 11	$141.07
19-25-326-034	885 N Old Woodward Ave Unit 12	$141.07
19-25-326-035	885 N Old Woodward Ave Unit 13	$141.07
19-25-326-036	885 N Old Woodward Ave Unit 14	$141.07

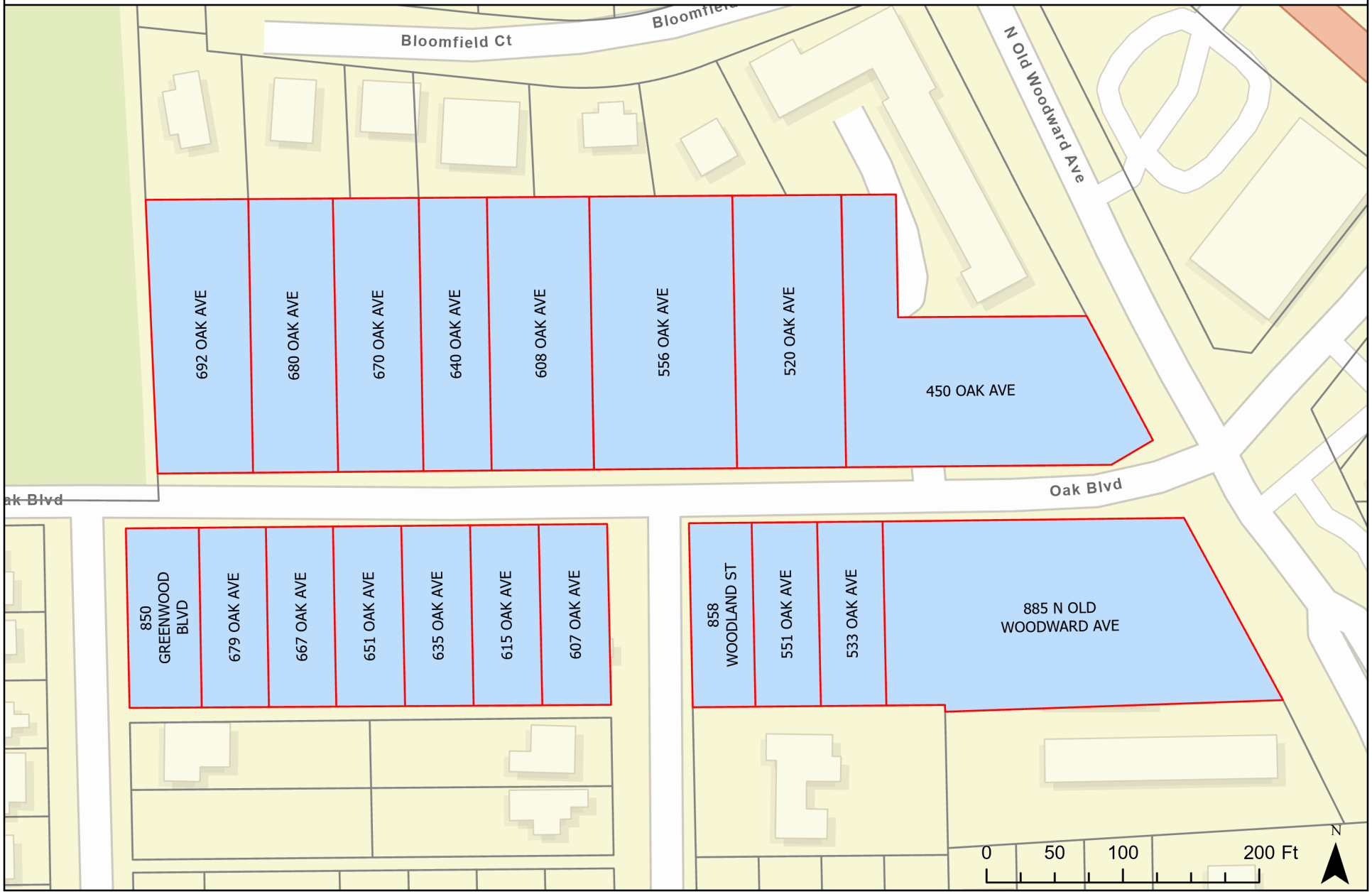
19-25-326-037	885 N Old Woodward Ave Unit 15	$141.07
19-25-326-038	885 N Old Woodward Ave Unit 16	$141.07
19-25-326-003	533 Oak Ave	$1,596.60
19-25-326-002	551 Oak Ave	$1,596.60
19-25-326-001	858 Woodland St	$1,596.60
19-25-303-007	607 Oak Ave	$1,735.43
19-25-303-006	615 Oak Ave	$1,735.43
19-25-303-005	635 Oak Ave	$1,735.43
19-25-303-004	651 Oak Ave	$1,735.43
19-25-303-003	667 Oak Ave	$1,735.43
19-25-303-002	679 Oak Ave	$1,735.43
13-25-303-001	850 Greenwood St	$1,839.56
19-26-427-001	890 Lakeside Dr	$1,355.68
19-26-427-002	840 Lakeside Dr	$3,634.34
19-26-427-003	790 Lakeside Dr	$3,540.28
19-26-427-004	774 Lakeside Dr	$3,526.39
19-26-427-005	752 Lakeside Dr	$3,540.28
19-26-427-006	726 Lakeside Dr	$3,539.93
19-26-427-039	700 Lakeside Dr	$2,478.19
19-26-427-040	660 Lakeside Dr	$2,478.19
19-26-427-008	640 Lakeside Dr	$2,460.15
19-26-427-009	620 Lakeside Dr	$2,295.28
19-26-427-010	592 Lakeside Dr	$2,572.95
19-26-427-041	568 Lakeside Dr	$3,978.30
19-26-427-042	532 Lakeside Dr	$4,446.87
19-26-478-014	490 Lakeside Dr	$2,977.30
19-26-478-015	470 Lakeside Dr	$2,741.98
19-26-478-012	440 Lakeside Dr	$3,990.10
19-26-478-013	430 Lakeside Dr	$1,908.97
19-26-478-007	412 Lakeside Dr	$2,499.02
19-26-476-008	392 Lakeside Dr	$2,499.02
19-26-476-009	370 Lakeside Dr	$2,499.02
19-26-476-010	350 Lakeside Dr	$2,990.84
19-26-476-011	320 Lakeside Dr	$1,245.43
19-26-237-012	871 N Glenhurst Dr	$2,429.60
19-26-237-013	825 N Glenhurst Dr	$2,429.60
19-26-237-014	781 N Glenhurst Dr	$2,429.60
19-26-237-015	755 N Glenhurst Dr	$2,429.60
19-26-237-016	717 N Glenhurst Dr	$2,429.60
19-26-237-017	693 N Glenhurst Dr	$2,074.88

19-26-237-018	655 N Glenhurst Dr	$2,074.88
19-26-237-019	639 N Glenhurst Dr	$2,429.60
19-26-237-020	617 N Glenhurst Dr	$2,429.60
19-26-237-021	587 N Glenhurst Dr	$2,429.60
19-26-237-022	559 N Glenhurst Dr	$2,429.60
19-26-237-023	535 N Glenhurst Dr	$2,429.60
19-26-237-024	515 N Glenhurst Dr	$2,041.91
19-26-328-011	520 N Glenhurst Dr	$1,776.04
19-26-328-010	534 N Glenhurst Dr	$2,429.60
19-26-328-009	550 N Glenhurst Dr	$2,429.60
19-26-328-008	584 N Glenhurst Dr	$2,429.60
19-26-328-007	612 N Glenhurst Dr	$2,429.60
19-26-328-006	634 N Glenhurst Dr	$2,429.60
19-26-328-005	650 N Glenhurst Dr	$2,028.72
19-26-328-004	690 N Glenhurst Dr	$2,028.72
19-26-328-003	736 N Glenhurst Dr	$3,817.95
19-26-328-002	770 N Glenhurst Dr	$3,817.95
19-26-328-001	Birmingham School District	$1,429.18
19-35-426-019	1390 Northlawn Blvd	$3,182.08
19-35-426-018	1360 Northlawn Blvd	$2,776.69
19-35-426-017	1330 Norhtlawn Blvd	$2,776.69
19-35-426-016	1300 Northlawn Blvd	$2,776.69
19-35-428-012	1393 Latham St	$3,868.48
19-35-428-013	1132 Northlawn Blvd	$2,984.94
19-35-428-014	1112 Northlawn Blvd	$2,221.35
19-35-428-015	1098 Northlawn Blvd	$2,082.52
19-35-428-016	1076 Norhtlawn Blvd	$1,735.43
19-35-428-017	1052 Northlawn Blvd	$1,735.43
19-35-428-018	1034 Northlawn Blvd	$1,735.43
19-35-428-019	1000 Northlawn Blvd	$1,735.43
19-35-428-020	988 Northlawn Blvd	$1,735.43
19-35-428-021	972 Northlawn Blvd	$1,735.43
19-35-428-022	956 Northlawn Blvd	$1,735.43
19-35-428-011	1308 Southfield Rd	$3,817.95
19-35-430-010	1400 Southfield Rd	$3,817.95
19-35-430-009	955 Northlawn Blvd	$3,123.77
19-35-430-008	979 Northlawn Blvd	$1,735.43
19-35-430-007	1005 Northlawn Blvd	$1,735.43
19-35-430-006	1049 Northlawn Blvd	$1,735.43
19-35-430-005	1061 Northlawn Blvd	$2,603.15

19-35-430-004	1083 Northlawn Blvd	$2,603.15
19-35-430-003	1121 Northlawn Blvd	$2,429.60
19-35-430-002	1155 Northlawn Blvd	$2,429.60
19-35-430-001	1187 Northlawn Blvd	$2,188.72
19-35-429-023	1225 Northlawn Blvd	$1,541.06
19-35-429-022	1231 Northlawn Blvd	$1,735.43
19-35-429-004	1301 Northlawn Blvd	$2,637.85
19-35-429-003	1323 Northlawn Blvd	$3,436.15
19-35-429-027	1355 Norhlawn Blvd	$2,603.15
19-35-429-026	1371 Northlawn Blvd	$1,735.43
19-35-429-025	1385 Northlawn Blvd	$1,735.43
19-35-429-024	1395 Northlawn Blvd	$1,735.43

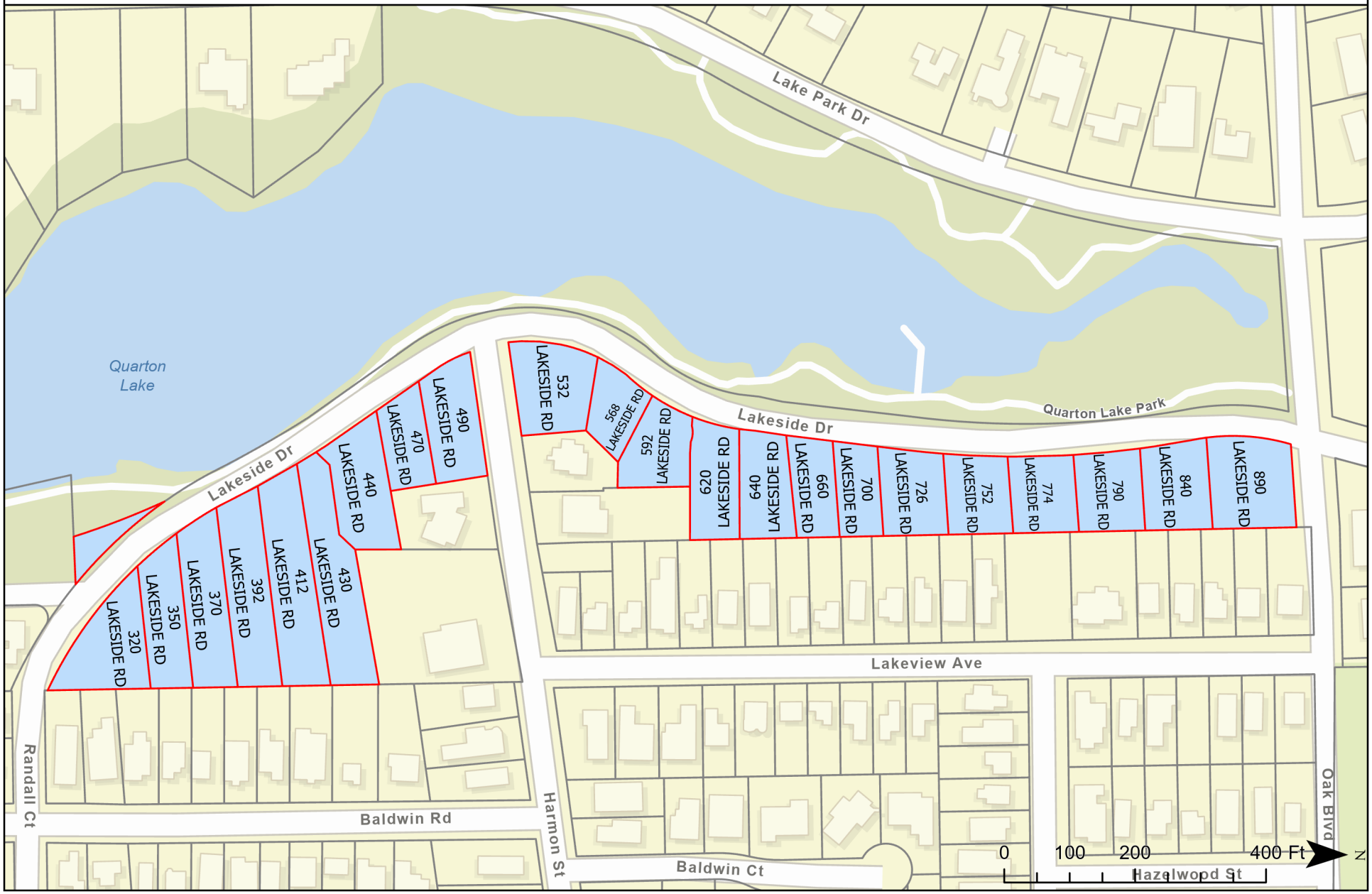
Oak Boulevard

Greenwood to N Old Woodward



Lakeside Drive

Oak to Randall

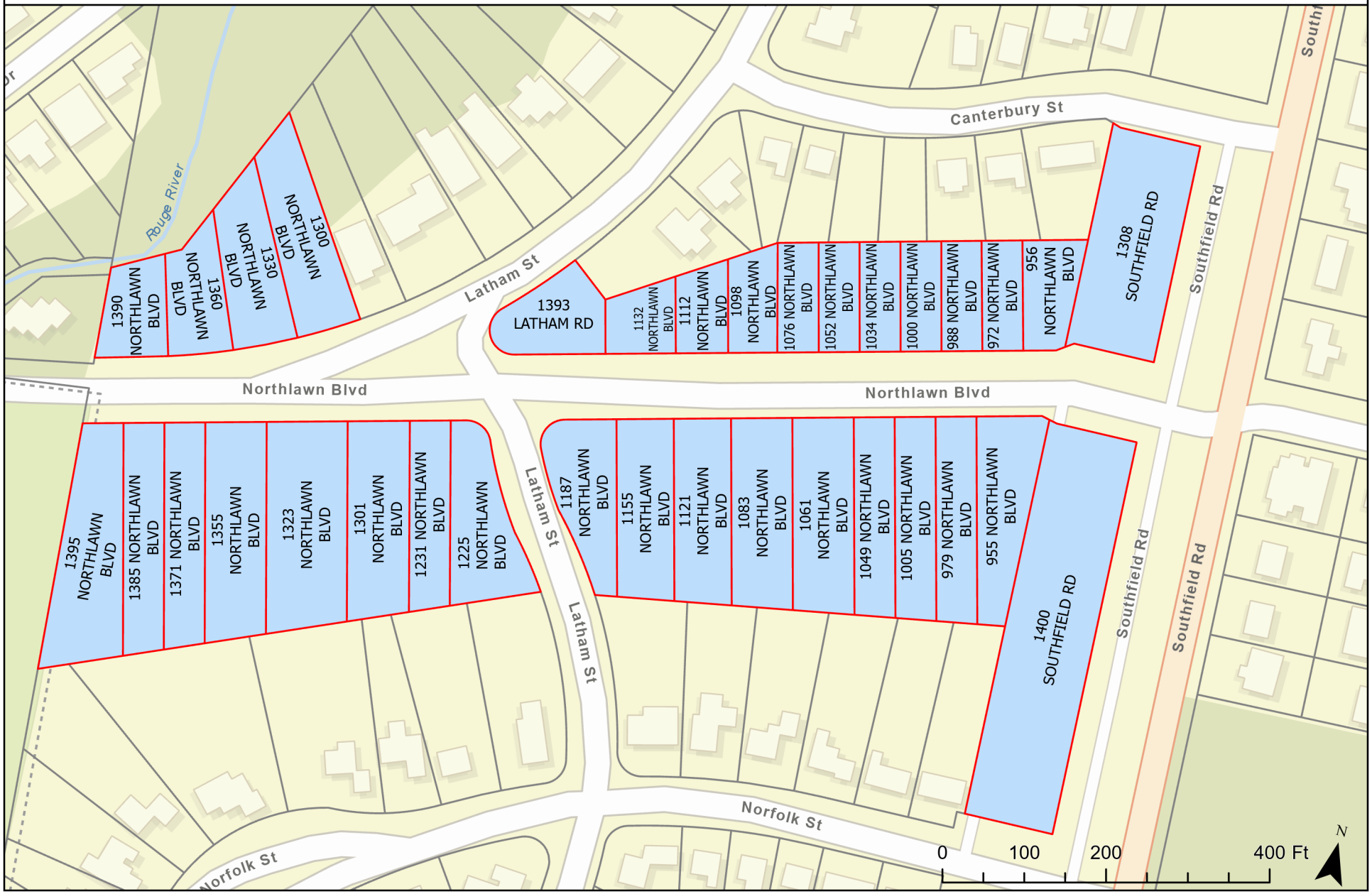


Glenhurst Drive

Oak to Pine

Northlawn Boulevard

Golf Course to Southfield



2026 Cape Seal Program

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Oak Ave	Greenwood St to Old Woodward Ave	19-25-151-037	692 Oak Ave		70.00		$ 2,429.60
		19-25-151-139	680 Oak Ave		62.45		$ 2,167.55
		19-25-151-140	670 Oak Ave		62.45		$ 2,167.55
		19-25-151-039	640 Oak Ave		50.00		$ 1,735.43
		19-25-151-040	608 Oak Ave		75.00		$ 2,603.15
		19-25-151-137	556 Oak Ave		105.00		$ 3,644.40
		19-25-151-138	520 Oak Ave		80.00		$ 2,776.69
		19-25-151-127	450 Oak Ave #100			12.53	$ 127.95
		19-25-151-130	450 Oak Ave #101			25.00	$ 255.19
		19-25-151-129	450 Oak Ave #102			20.78	$ 212.15
		19-25-151-128	450 Oak Ave #103			26.84	$ 274.01
		19-25-151-133	450 Oak Ave #201			25.00	$ 255.19
		19-25-151-132	450 Oak Ave #202			20.78	$ 212.15
		19-25-151-131	450 Oak Ave #203			26.84	$ 274.01
		19-25-151-136	450 Oak Ave #301			25.00	$ 255.19
		19-25-151-135	450 Oak Ave #302			20.78	$ 212.15
		19-25-151-134	450 Oak Ave #303			26.84	$ 274.01
		19-25-326-023	885 N Old Woodward Ave Unit 1			13.82	$ 141.07
		19-25-326-024	885 N Old Woodward Ave Unit 2			13.82	$ 141.07
		19-25-326-025	885 N Old Woodward Ave Unit 3			13.82	$ 141.07
		19-25-326-026	885 N Old Woodward Ave Unit 4			13.82	$ 141.07
		19-25-326-027	885 N Old Woodward Ave Unit 5			13.82	$ 141.07
		19-25-326-028	885 N Old Woodward Ave Unit 6			13.82	$ 141.07
		19-25-326-029	885 N Old Woodward Ave Unit 7			13.82	$ 141.07
		19-25-326-030	885 N Old Woodward Ave Unit 8			13.82	$ 141.07
		19-25-326-031	885 N Old Woodward Ave Unit 9			13.82	$ 141.07
		19-25-326-032	885 N Old Woodward Ave Unit 10			13.82	$ 141.07
		19-25-326-033	885 N Old Woodward Ave Unit 11			13.82	$ 141.07
		19-25-326-034	885 N Old Woodward Ave Unit 12			13.82	$ 141.07
		19-25-326-035	885 N Old Woodward Ave Unit 13			13.82	$ 141.07
		19-25-326-036	885 N Old Woodward Ave Unit 14			13.82	$ 141.07
		19-25-326-037	885 N Old Woodward Ave Unit 15			13.82	$ 141.07
		19-25-326-038	885 N Old Woodward Ave Unit 16			13.82	$ 141.07
		19-25-326-003	533 Oak Ave		46.00		$ 1,596.60
		19-25-326-002	551 Oak Ave		46.00		$ 1,596.60
		19-25-326-001	858 Woodland St		46.00		$ 1,596.60
		19-25-303-007	607 Oak Ave		50.00		$ 1,735.43
		19-25-303-006	615 Oak Ave		50.00		$ 1,735.43
		19-25-303-005	635 Oak Ave		50.00		$ 1,735.43
		19-25-303-004	651 Oak Ave		50.00		$ 1,735.43
		19-25-303-003	667 Oak Ave		50.00		$ 1,735.43
		19-25-303-002	679 Oak Ave		50.00		$ 1,735.43
		13-25-303-001	850 Greenwood St		53.00		$ 1,839.56
		19-26-427-001	890 Lakeside Dr			132.80	$ 1,355.68
		19-26-427-002	840 Lakeside Dr		104.71		$ 3,634.34
		19-26-427-003	790 Lakeside Dr		102.00		$ 3,540.28
		19-26-427-004	774 Lakeside Dr		101.60		$ 3,526.39
		19-26-427-005	752 Lakeside Dr		102.00		$ 3,540.28
		19-26-427-006	726 Lakeside Dr		101.99		$ 3,539.93
		19-26-427-039	700 Lakeside Dr		71.40		$ 2,478.19

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Lakeside Dr	Oak Ave to Randall Ct	19-26-427-040	660 Lakeside Dr		71.40		$ 2,478.19
		19-26-427-008	640 Lakeside Dr		70.88		$ 2,460.15
		19-26-427-009	620 Lakeside Dr		66.13		$ 2,295.28
		19-26-427-010	592 Lakeside Dr		74.13		$ 2,572.95
		19-26-427-041	568 Lakeside Dr		114.62		$ 3,978.30
		19-26-427-042	532 Lakeside Dr		128.12		$ 4,446.87
		19-26-478-014	490 Lakeside Dr		85.78		$ 2,977.30
		19-26-478-015	470 Lakeside Dr		79.00		$ 2,741.98
		19-26-478-012	440 Lakeside Dr		114.96		$ 3,990.10
		19-26-478-013	430 Lakeside Dr		55.00		$ 1,908.97
		19-26-478-007	412 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-008	392 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-009	370 Lakeside Dr		72.00		$ 2,499.02
		19-26-476-010	350 Lakeside Dr		86.17		$ 2,990.84
		19-26-476-011	320 Lakeside Dr			122.00	$ 1,245.43
		19-26-477-001	City Parcel/Quarton Lake			1838.80	$ -
		19-35-228-002	City Parcel			186.50	$ -
N. Glenhurst Dr	Oak Ave to Pine St	19-26-237-012	871 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-013	825 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-014	781 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-015	755 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-016	717 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-017	693 N Glenhurst Dr		59.78		$ 2,074.88
		19-26-237-018	655 N Glenhurst Dr		59.78		$ 2,074.88
		19-26-237-019	639 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-020	617 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-021	587 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-022	559 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-023	535 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-237-024	515 N Glenhurst Dr		58.83		$ 2,041.91
		19-26-328-011	520 N Glenhurst Dr		51.17		$ 1,776.04
		19-26-328-010	534 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-009	550 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-008	584 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-007	612 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-006	634 N Glenhurst Dr		70.00		$ 2,429.60
		19-26-328-005	650 N Glenhurst Dr		58.45		$ 2,028.72
		19-26-328-004	690 N Glenhurst Dr		58.45		$ 2,028.72
		19-26-328-003	736 N Glenhurst Dr		110.00		$ 3,817.95
		19-26-328-002	770 N Glenhurst Dr		110.00		$ 3,817.95
		19-26-328-001	Birmingham School District			140.00	$ 1,429.18
		19-35-426-019	1390 Northlawn Blvd		91.68		$ 3,182.08
		19-35-426-018	1360 Northlawn Blvd		80.00		$ 2,776.69
		19-35-426-017	1330 Norhtlawn Blvd		80.00		$ 2,776.69
		19-35-426-016	1300 Northlawn Blvd		80.00		$ 2,776.69
		19-35-428-012	1393 Latham St		78.70	111.37	$ 3,868.48
		19-35-428-013	1132 Northlawn Blvd		86.00		$ 2,984.94
		19-35-428-014	1112 Northlawn Blvd		64.00		$ 2,221.35
		19-35-428-015	1098 Northlawn Blvd		60.00		$ 2,082.52
		19-35-428-016	1076 Norhtlawn Blvd		50.00		$ 1,735.43
		19-35-428-017	1052 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-018	1034 Northlawn Blvd		50.00		$ 1,735.43

		Sidwell Number	Street Address	Commercial	Short Length (LFT)	Long Length (LFT)	Cape-Seal Assessment
Northlawn Blvd	Latham St to Southfield Rd	19-35-428-019	1000 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-020	988 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-021	972 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-022	956 Northlawn Blvd		50.00		$ 1,735.43
		19-35-428-011	1308 Southfield Rd		110.00		$ 3,817.95
		19-35-430-010	1400 Southfield Rd		110.00		$ 3,817.95
		19-35-430-009	955 Northlawn Blvd		90.00		$ 3,123.77
		19-35-430-008	979 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-007	1005 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-006	1049 Northlawn Blvd		50.00		$ 1,735.43
		19-35-430-005	1061 Northlawn Blvd		75.00		$ 2,603.15
		19-35-430-004	1083 Northlawn Blvd		75.00		$ 2,603.15
		19-35-430-003	1121 Northlawn Blvd		70.00		$ 2,429.60
		19-35-430-002	1155 Northlawn Blvd		70.00		$ 2,429.60
		19-35-430-001	1187 Northlawn Blvd		63.06		$ 2,188.72
		19-35-429-023	1225 Northlawn Blvd		44.40		$ 1,541.06
		19-35-429-022	1231 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-004	1301 Northlawn Blvd		76.00		$ 2,637.85
		19-35-429-003	1323 Northlawn Blvd		99.00		$ 3,436.15
		19-35-429-027	1355 Norhlawn Blvd		75.00		$ 2,603.15
		19-35-429-026	1371 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-025	1385 Northlawn Blvd		50.00		$ 1,735.43
		19-35-429-024	1395 Northlawn Blvd		50.00		$ 1,735.43

MEMORANDUM

City Clerk's Office

DATE: February 11, 2026

TO: Melissa Coatta, City Engineer

FROM: Mya Brown, Deputy City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: 2026 Cape Seal Program

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INTRODUCTION:
The public hearing notice process has been completed for 2026 Cape Seal Program Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 1/27/2026
Test Mail Return Date: 1/30/2026
Publishing Dates in the Oakland Press: 2/8/2026 & 2/22/2026
Posted in www.bhamgov/publicnotices

ATTACHMENTS:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Repot
5. Proof of Publishing

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009

Project Location:

Oak Boulevard (Greenwood to N Old Woodward)	**Lakeside Drive** (Oak to Randall)	**Glenhurst Drive** (Oak to Pine)	**Northlawn Boulevard** (Gold Course to Southfield)
692 Oak Ave	890 Lakeside Dr	515 N Glenhurst Dr	1300 Northlawn Blvd
680 Oak Ave	840 Lakeside Dr	535 N Glenhurst Dr	1330 Northlawn Blvd
670 Oak Ave	790 Lakeside Dr	559 N Glenhurst Dr	1360 Northlawn Blvd
640 Oak Ave	774 Lakeside Dr	587 N Glenhurst Dr	1390 Northlawn Blvd
608 Oak Ave	752 Lakeside Dr	617 N Glenhurst Dr	1395 Northlawn Blvd
556 Oak Ave	726 Lakeside Dr	639 N Glenhurst Dr	1385 Northlawn Blvd
520 Oak Ave	700 Lakeside Dr	655 N Glenhurst Dr	1371 Northlawn Blvd
450 Oak Ave	660 Lakeside Dr	693 N Glenhurst Dr	1355 Northlawn Blvd
533 Oak Ave	640 Lakeside Dr	717 N Glenhurst Dr	1323 Northlawn Blvd
511 Oak Ave	620 Lakeside Dr	755 N Glenhurst Dr	1301 Northlawn Blvd
607 Oak Ave	592 Lakeside Dr	781 N Glenhurst Dr	1231 Northlawn Blvd
615 Oak Ave	568 Lakeside Dr	825 N Glenhurst Dr	1225 Northlawn Blvd
635 Oak Ave	532 Lakeside Dr	871 N Glenhurst Dr	1187 Northlawn Blvd
651 Oka Ave	490 Lakeside Dr	520 N Glenhurst Dr	1155 Northlawn Blvd
667 Oak Ave	470 Lakeside Dr	534 N Glenhurst Dr	1121 Northlawn Blvd
679 Oak Ave	440 Lakeside Dr	550 N Glenhurst Dr	1083 Northlawn Blvd
850 Greenwood Blvd	430 Lakeside Dr	584 N Glenhurst Dr	1061 Northlawn Blvd
969 Woodland St	412 Lakeside Dr	612 N Glenhurst Dr	1049 Northlawn Blvd
885 N Old Woodward	932 Lakeside Dr	634 N Glenhurst Dr	1005 Northlawn Blvd
	790 Lakeside Dr	650 N Glenhurst Dr	979 Northlawn Blvd
	350 Lakeside Dr	690 N Glenhurst Dr	995 Northlawn Blvd
	320 Lakeside Dr	736 N Glenhurst Dr	1400 Southfield Rd
		770 N Glenhurst Dr	1308 Southfield Rd
		19-26-328-001	956 Northlawn Blvd
			972 Northlawn Blvd
			988 Northlawn Blvd
			1000 Northlawn Blvd
			1034 Northlawn Blvd
			1052 Northlawn Blvd
			1076 Northlawn Blvd
			1098 Northlawn Blvd
			1112 Northlawn Blvd
			1132 Northlawn Blvd
			1393 Latham Rd

Nature of Improvement:	This work will include routine cape seal treatment along unimproved roadways.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026

Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTAL STATE	POSTAL ZIP	PNUM	Postal City Postal State Postal Zip 5
1925151040	MICHAEL SENESKI	608 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-040	BIRMINGHAM, MI 48009
1925151139	CHRISTOPER L FULLERTON	680 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-139	BIRMINGHAM, MI 48009
1925151137	MICHAEL L STEIN LVNG TRUST	556 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-137	BIRMINGHAM, MI 48009
1925151140	670 OAK LLC	6755 TELEGRAPH RD STE 200	BLOOMFIELD HILLS	MI	48301	08-19-25-151-140	BLOOMFIELD HILLS, MI 48301
1925303007	ROBERT H SNIPES	607 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-007	BIRMINGHAM, MI 48009
1925151127	SARAH JUDD	450 OAK AVE # 100	BIRMINGHAM	MI	48009	08-19-25-151-127	BIRMINGHAM, MI 48009
1925151129	BINJAMIN DROR	450 OAK AVE # 102	BIRMINGHAM	MI	48009	08-19-25-151-129	BIRMINGHAM, MI 48009
1925151128	JORGE L MANZANO	450 OAK AVE # 103	BIRMINGHAM	MI	48009	08-19-25-151-128	BIRMINGHAM, MI 48009
1925151130	DOUGLAS GAIL STRATTON	450 OAK AVE # 101	BIRMINGHAM	MI	48009	08-19-25-151-130	BIRMINGHAM, MI 48009
1925151133	MICHELLE E AREEDA LVNG TRUST	450 OAK AVE # 201	BIRMINGHAM	MI	48009	08-19-25-151-133	BIRMINGHAM, MI 48009
1925151132	JOHN DEPLANCHE	PO BOX 875	BIRMINGHAM	MI	48012	08-19-25-151-132	BIRMINGHAM, MI 48012
1925151134	NOAH B MILLER	PO BOX 551	BIRMINGHAM	MI	48012	08-19-25-151-134	BIRMINGHAM, MI 48012
1925151135	EVA VON VOSS LIVING TRUST	450 OAK AVE # 302	BIRMINGHAM	MI	48009	08-19-25-151-135	BIRMINGHAM, MI 48009
1925151131	ANNETTE L SAYLOR TRUST	450 OAK AVE # 203	BIRMINGHAM	MI	48009	08-19-25-151-131	BIRMINGHAM, MI 48009
1925151136	BINJAMIN DROR	450 OAK AVE # 301	BIRMINGHAM	MI	48009	08-19-25-151-136	BIRMINGHAM, MI 48009
1925151154	450 OAK CONDOMINIUM ASSOCIATION	22725 GREATER MACK AVE STE A100	SAINT CLAIR SHORES	MI	48080	08-19-25-151-154	SAINT CLAIR SHORES, MI 48080
1925151037	EDWARD POLLAK	692 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-037	BIRMINGHAM, MI 48009
1925303001	CHRISTOPHER GRANGER	850 GREENWOOD BLVD	BIRMINGHAM	MI	48009	08-19-25-303-001	BIRMINGHAM, MI 48009
1925151039	JACQUELINE PICEU	640 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-039	BIRMINGHAM, MI 48009
1925151138	MICHAEL BERGER	520 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-151-138	BIRMINGHAM, MI 48009
1925326024	KEVIN CUNNINGHAM	885 N OLD WOODWARD AVE UNIT 2	BIRMINGHAM	MI	48009	08-19-25-326-024	BIRMINGHAM, MI 48009
1925326023	DEEMA HANNAN	3762 THATCHER DR	ROCHESTER HILLS	MI	48309	08-19-25-326-023	ROCHESTER HILLS, MI 48309
1925326025	885 N OLD WOODWARD LLC	433 BONNIE BRIAR ST	BIRMINGHAM	MI	48009	08-19-25-326-025	BIRMINGHAM, MI 48009
1925326026	PHIL J AIELLO	885 N OLD WOODWARD AVE UNIT 4	BIRMINGHAM	MI	48009	08-19-25-326-026	BIRMINGHAM, MI 48009
1925326027	KAREN CIRINO LIVING TRUST	885 N OLD WOODWARD AVE UNIT 5	BIRMINGHAM	MI	48009	08-19-25-326-027	BIRMINGHAM, MI 48009
1925326029	CAMERON VALADE	824 THREE MILE DR	GROSSE POINTE	MI	48230	08-19-25-326-029	GROSSE POINTE, MI 48230
1925326028	AMBER LYNN MICHALCZAK	885 N OLD WOODWARD AVE UNIT 6	BIRMINGHAM	MI	48009	08-19-25-326-028	BIRMINGHAM, MI 48009
1925326030	SOLOMON GEDELA	885 N OLD WOODWARD AVE UNIT 8	BIRMINGHAM	MI	48009	08-19-25-326-030	BIRMINGHAM, MI 48009
1925326031	C MICHAEL KOJAIAN	601 ORCHARD RIDGE RD	BLOOMFIELD HILLS	MI	48304	08-19-25-326-031	BLOOMFIELD HILLS, MI 48304
1925326032	CAROL LYONS TRUSTEE	885 N OLD WOODWARD AVE UNIT 10	BIRMINGHAM	MI	48009	08-19-25-326-032	BIRMINGHAM, MI 48009
1925326033	VIRGINIA STINE	885 N OLD WOODWARD AVE UNIT 11	BIRMINGHAM	MI	48009	08-19-25-326-033	BIRMINGHAM, MI 48009
1925326034	NICOLE L FINK	885 N OLD WOODWARD AVE UNIT 12	BIRMINGHAM	MI	48009	08-19-25-326-034	BIRMINGHAM, MI 48009
1925326036	PARKER RICH	885 N OLD WOODWARD AVE UNIT 14	BIRMINGHAM	MI	48009	08-19-25-326-036	BIRMINGHAM, MI 48009
1925326035	CAROL L MARSH LVNG TRUST	885 N OLD WOODWARD AVE UNIT 13	BIRMINGHAM	MI	48009	08-19-25-326-035	BIRMINGHAM, MI 48009
1925326037	NUSRAT JAVAID	801 PEACH TREE LN	ROCHESTER HILLS	MI	48306	08-19-25-326-037	ROCHESTER HILLS, MI 48306
1925326038	ALANA SILVER	885 N OLD WOODWARD AVE UNIT 16	BIRMINGHAM	MI	48009	08-19-25-326-038	BIRMINGHAM, MI 48009
1925303005	ROSS J KAPLAN	635 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-005	BIRMINGHAM, MI 48009
1925303002	679 OAK LLC	1680 NORFOLK ST	BIRMINGHAM	MI	48009	08-19-25-303-002	BIRMINGHAM, MI 48009
1925326003	JUNE V TAPERT TRUST	1644 BREWSTER RD	ROCHESTER HILLS	MI	48306	08-19-25-326-003	ROCHESTER HILLS, MI 48306
1925303004	ELIZABETH DENISON TRUST	1202 HOWARD ST	PETOSKEY	MI	49770	08-19-25-303-004	PETOSKEY, MI 49770
1925326001	FRANCINE LYNN GREENBERG	858 WOODLAND ST	BIRMINGHAM	MI	48009	08-19-25-326-001	BIRMINGHAM, MI 48009
1925303003	PACIFIC COAST LEASING OF MICHIGAN LLC	12225 JACOBY	MILFORD	MI	48380	08-19-25-303-003	MILFORD, MI 48380
1925303006	ALISON R OLESHANSKY LVNG TRUST	615 OAK AVE	BIRMINGHAM	MI	48009	08-19-25-303-006	BIRMINGHAM, MI 48009
1925326002	JUNE V TAPERT TRUST	1644 BREWSTER RD	ROCHESTER	MI	48306	08-19-25-326-002	ROCHESTER HILLS, MI 48306
1926478011	ERIC M NIEMISTO	320 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-011	BIRMINGHAM, MI 48009
1926427001	JOANNE DANTO	890 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-001	BIRMINGHAM, MI 48009
1926478013	BONNIE KOSKELA	430 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-013	BIRMINGHAM, MI 48009
1926478007	TIFFANY DANYAL	412 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-007	BIRMINGHAM, MI 48009
1926478008	JOHN V MORREALE	392 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-008	BIRMINGHAM, MI 48009
1926478015	SAMER OBEID AND SANDY GHORRA LVNG TRUST	470 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-015	BIRMINGHAM, MI 48009
1926478012	AMY BETH FOLBE TRUST	290 LAKE PARK DR	BIRMINGHAM	MI	48009	08-19-26-478-012	BIRMINGHAM, MI 48009
1926427002	HERBERT LAWSON	840 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-002	BIRMINGHAM, MI 48009
1926427003	DEBRA F CONROY TRUST	790 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-003	BIRMINGHAM, MI 48009
1926427004	PHILIP D FRACASSA	4705 BARNSLEIGH DR	AKRON	OH	44333	08-19-26-427-004	AKRON, OH 44333
1926427005	CHAD O'SHELL	752 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-005	BIRMINGHAM, MI 48009

1926427006	GUY T DIPLACIDO	726 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-006	BIRMINGHAM, MI 48009
1926427039	SAMUEL HABERMAN	700 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-039	BIRMINGHAM, MI 48009
1926427040	MATTHEW J RIZIK	2950 W SQUARE LAKE RD STE 200	TROY	MI	48098	08-19-26-427-040	TROY, MI 48098
1926427008	640 LAKESIDE LLC	PO BOX 7008	BLOOMFIELD HILLS	MI	48302	08-19-26-427-008	BLOOMFIELD HILLS, MI 48302
1926478009	JEREMY D WOLFE	370 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-009	BIRMINGHAM, MI 48009
1926478010	JEREMY D WOLFE	370 LAKESIDE DR	BIRMINGHAM	MI	48009	08-19-26-478-010	BIRMINGHAM, MI 48009
1926427011	JANET VALLEE	532 LAKESIDE DR	BIRMINGHAM	MI	48009	08-19-26-427-011	BIRMINGHAM, MI 48009
1926427012	JANET VALLEE TRUST	532 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-012	BIRMINGHAM, MI 48009
1926478014	ARYA AFRAKHTEH	490 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-478-014	BIRMINGHAM, MI 48009
1926427009	CALVIN R FORD	620 LAKESIDE RD	BIRMINGHAM	MI	48009	08-19-26-427-009	BIRMINGHAM, MI 48009
1926427010	592 LAKESIDE DR LLC	1393 WHEATON DR STE 700	TROY	MI	48083	08-19-26-427-010	TROY, MI 48083
1926327021	MARC K LAHIRI	587 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-021	BIRMINGHAM, MI 48009
1926327022	TODD KARRY	33717 WOODWARD AVE # 600	BIRMINGHAM	MI	48009	08-19-26-327-022	BIRMINGHAM, MI 48009
1926328008	CRAIG R BUSH	584 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-008	BIRMINGHAM, MI 48009
1926327012	BRETT D ALTMAN	871 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-012	BIRMINGHAM, MI 48009
1926327013	ROBERT T GEORGE JR	825 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-013	BIRMINGHAM, MI 48009
1926328001	BIRMINGHAM SCHOOL DISTRICT	31301 EVERGREEN RD	BEVERLY HILLS	MI	48025	08-19-26-328-001	BEVERLY HILLS, MI 48025
1926327015	RICHARD M WALLACE	755 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-015	BIRMINGHAM, MI 48009
1926328002	ANDREW C CHAPMAN	552 W JEFFERSON ST	PETOSKEY	MI	49770	08-19-26-328-002	PETOSKEY, MI 49770
1926327014	ROBERT A BEEBE	781 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-014	BIRMINGHAM, MI 48009
1926328003	TIMOTHY WITTLINGER	736 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-003	BIRMINGHAM, MI 48009
1926327018	PAUL NIGLAS	655 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-018	BIRMINGHAM, MI 48009
1926327016	KAITLIN ANNE OLYNNGER	717 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-016	BIRMINGHAM, MI 48009
1926328010	MILES NEUMANN	534 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-010	BIRMINGHAM, MI 48009
1926327024	TIMOTHY R WARD	515 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-024	BIRMINGHAM, MI 48009
1926328009	CRIS LINDSTROM	550 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-009	BIRMINGHAM, MI 48009
1926327019	THOMAS A BOUTROUS	639 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-019	BIRMINGHAM, MI 48009
1926328004	ALLAN P ROTHFEDER	690 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-004	BIRMINGHAM, MI 48009
1926328005	KATHERINE A NYBERG TRUST	650 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-005	BIRMINGHAM, MI 48009
1926328006	MICHAEL K MARGOLIS	634 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-006	BIRMINGHAM, MI 48009
1926327020	JOHN STREET	617 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-020	BIRMINGHAM, MI 48009
1926328007	PAUL MILLENBACH	612 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-007	BIRMINGHAM, MI 48009
1926327023	STEVE KIM	535 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-023	BIRMINGHAM, MI 48009
1926328011	BRIAN SOLOMON	520 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-011	BIRMINGHAM, MI 48009
1926327017	MATTHEW LACASSE	693 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-017	BIRMINGHAM, MI 48009
1926327021	MARC K LAHIRI	587 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-021	BIRMINGHAM, MI 48009
1926327022	TODD KARRY	33717 WOODWARD AVE # 600	BIRMINGHAM	MI	48009	08-19-26-327-022	BIRMINGHAM, MI 48009
1926328008	CRAIG R BUSH	584 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-008	BIRMINGHAM, MI 48009
1926327012	BRETT D ALTMAN	871 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-012	BIRMINGHAM, MI 48009
1926327013	ROBERT T GEORGE JR	825 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-013	BIRMINGHAM, MI 48009
1926328001	BIRMINGHAM SCHOOL DISTRICT	31301 EVERGREEN RD	BEVERLY HILLS	MI	48025	08-19-26-328-001	BEVERLY HILLS, MI 48025
1926327015	RICHARD M WALLACE	755 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-015	BIRMINGHAM, MI 48009
1926328002	ANDREW C CHAPMAN	552 W JEFFERSON ST	PETOSKEY	MI	49770	08-19-26-328-002	PETOSKEY, MI 49770
1926327014	ROBERT A BEEBE	781 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-014	BIRMINGHAM, MI 48009
1926328003	TIMOTHY WITTLINGER	736 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-003	BIRMINGHAM, MI 48009
1926327018	PAUL NIGLAS	655 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-018	BIRMINGHAM, MI 48009
1926327016	KAITLIN ANNE OLYNNGER	717 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-016	BIRMINGHAM, MI 48009
1926328010	MILES NEUMANN	534 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-010	BIRMINGHAM, MI 48009
1926327024	TIMOTHY R WARD	515 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-024	BIRMINGHAM, MI 48009
1926328009	CRIS LINDSTROM	550 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-009	BIRMINGHAM, MI 48009
1926327019	THOMAS A BOUTROUS	639 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-019	BIRMINGHAM, MI 48009
1926328004	ALLAN P ROTHFEDER	690 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-004	BIRMINGHAM, MI 48009
1926328005	KATHERINE A NYBERG TRUST	650 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-005	BIRMINGHAM, MI 48009
1926328006	MICHAEL K MARGOLIS	634 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-006	BIRMINGHAM, MI 48009
1926327020	JOHN STREET	617 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-020	BIRMINGHAM, MI 48009
1926328007	PAUL MILLENBACH	612 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-007	BIRMINGHAM, MI 48009

1926327023	STEVE KIM	535 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-023	BIRMINGHAM, MI 48009
1926328011	BRIAN SOLOMON	520 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-328-011	BIRMINGHAM, MI 48009
1926327017	MATTHEW LACASSE	693 N GLENHURST DR	BIRMINGHAM	MI	48009	08-19-26-327-017	BIRMINGHAM, MI 48009
1935429024	JENNIFER R SOLCZ	2085 PONTIAC DR	SYLVAN LAKE	MI	48320	08-19-35-429-024	SYLVAN LAKE, MI 48320
1935429025	ANURAG NEWATIA	1385 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-025	BIRMINGHAM, MI 48009
1935429026	DHRUMIL B PARIKH	1371 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-026	BIRMINGHAM, MI 48009
1935429027	JEFFREY S WIGGINTON	1355 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-027	BIRMINGHAM, MI 48009
1935428019	LABIB GILLES DEBIANE	2324 YORKSHIRE RD	BIRMINGHAM	MI	48009	08-19-35-428-019	BIRMINGHAM, MI 48009
1935428011	PRUDENTIAL PROPERTIES LLC	30100 TELEGRAPH RD STE 366	BINGHAM FARMS	MI	48025	08-19-35-428-011	BINGHAM FARMS, MI 48025
1935428020	MEHUL MEHTA	988 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-020	BIRMINGHAM, MI 48009
1935428017	STEVEN DAVID KNOBLOCK	1052 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-017	BIRMINGHAM, MI 48009
1935428018	CHISTOPHER TACHOIR	1034 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-018	BIRMINGHAM, MI 48009
1935428014	FREDERICK J LEONE	1112 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-014	BIRMINGHAM, MI 48009
1935428013	JOHN E ESSAD	1132 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-013	BIRMINGHAM, MI 48009
1935428012	CRAIG D SILVERTON	1393 LATHAM RD	BIRMINGHAM	MI	48009	08-19-35-428-012	BIRMINGHAM, MI 48009
1935430009	GARY J OUDERSLUYS	955 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-009	BIRMINGHAM, MI 48009
1935426017	NIKOLAOS MAMATAS	1330 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-017	BIRMINGHAM, MI 48009
1935428015	SCOTT L CIEMNIECKI	1098 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-015	BIRMINGHAM, MI 48009
1935428016	NICHOLAS HERDZIK	1076 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-016	BIRMINGHAM, MI 48009
1935428022	JOSHUA WEGENER	981 ANN ST	BIRMINGHAM	MI	48009	08-19-35-428-022	BIRMINGHAM, MI 48009
1935428021	GENE R FRANCIS	972 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-428-021	BIRMINGHAM, MI 48009
1935430010	PRUDENTIAL PROPERTIES LLC	30100 TELEGRAPH RD STE 366	BINGHAM FARMS	MI	48025	08-19-35-430-010	BINGHAM FARMS, MI 48025
1935430008	PAUL J SCHMALTZ	979 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-008	BIRMINGHAM, MI 48009
1935430005	BRIAN HAMLIN	1061 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-005	BIRMINGHAM, MI 48009
1935426018	SMK PROTECTION TRUST	1360 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-018	BIRMINGHAM, MI 48009
1935430006	J TIMOTHY ESPER TRUST	1049 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-006	BIRMINGHAM, MI 48009
1935430007	KIMBERLY A WEINER TRUST	1005 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-007	BIRMINGHAM, MI 48009
1935430004	MARK G PIERRET	1083 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-004	BIRMINGHAM, MI 48009
1935430002	TIMOTHY PALMER	1155 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-002	BIRMINGHAM, MI 48009
1935426019	THOMAS R PEDECINE	1390 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-019	BIRMINGHAM, MI 48009
1935430001	ANDREAS BERGESEN	1187 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-001	BIRMINGHAM, MI 48009
1935429004	KURT R GERBER	1301 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-004	BIRMINGHAM, MI 48009
1935430003	JAY R SHELL	1121 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-430-003	BIRMINGHAM, MI 48009
1935426016	JAMES C STRAITH	1300 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-426-016	BIRMINGHAM, MI 48009
1935429022	JONATHAN MARVIN SCHREIBER	1231 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-022	BIRMINGHAM, MI 48009
1935429023	DAVID MOUSER	1225 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-023	BIRMINGHAM, MI 48009
1935429003	THOMAS PETER HILDITCH	1323 NORTHLAWN BLVD	BIRMINGHAM	MI	48009	08-19-35-429-003	BIRMINGHAM, MI 48009
	City of Birmingham - Clerk's Office	151 Martin Street	Birmingham	MI	48009		Birmingham MI 48009

BIRMINGHAM
A WALKABLE CITY

Monday, January 26, 2026

TO: «Parcel»
«Name_1»
«Address»
«City», «State» «Zip»

RE: 2026 Cape Seal Program
Cape Seal Maintenance Treatment Special Assessment District

The City regularly reviews its unimproved roadways to coordinate routine cape seal treatment. Your street has been identified for inclusion in the 2026 Cape Seal Program. A location map of the project areas is attached. Construction is anticipated to start in spring 2026.

You are receiving this letter because the dates for the Public Hearing of Necessity and Hearing of Confirmation have been amended.

This letter serves as a notification for two public hearings regarding this project:

- The Public Hearing of Necessity to form a Special Assessment District for cape seal maintenance treatment on unimproved road surfaces within the project area. The hearing will be held **Monday, February 23, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin Street.
- If necessity is determined at the February 23 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will be held on **Monday, March 9, 2026**, at the regularly scheduled City Commission meeting at 7:00 p.m. in City Hall at 151 Martin Street.

Typical work items included in the cape seal program are:

- Pulverizing existing road surface and regrading as necessary, and/or spot patching deteriorated areas.
- Applying a cape seal treatment over the entire road surface consisting of a double layer of chip seal and a slurry coat.
- Reconstructing sidewalk ramps in the project area to meet ADA requirements, where needed.

Consistent with past projects of this type, it has been the City's assessment policy is as follows:

- 85% of the front-foot improvement costs are assessed to all properties fronting on the improvement.
- 25% of the side-foot improvement costs are assessed to all residential properties siding on the improvement.
- 85% of the side-foot improvement costs are assessed on improved business properties siding on the improvement.
- 25% of the side-foot improvement costs are assessed on vacant business properties siding on the improvement.

The City pays the remaining portion of the costs, which are 15% of the front-foot costs and 85% of the side-foot costs.

The assessment for each property is calculated using the average cost for the proposed work on each street in the cape seal program, multiplied by the linear foot measurement of the property line fronting the street, and/or the side property line for corner lots. The resulting amount is then reduced by multiplying again by 85% for the front footage measurement, and/or 25% or 85% for the side footage measurement.

Upon completion of the project, the City will bill each property for the full amount of the assessment. Payment will be due within 30 days of receipt. If full payment cannot be made at that time, the assessment can be paid in as many as five annual payments. Interest will be charged annually on the remaining balance at a rate to be determined. The City plans to present an estimate of costs associated with this SAD at the Public Hearing of Necessity to be held on February 9, 2026.

Resident Meeting:
The Engineering Department will host a resident meeting to discuss the upcoming project on **Thursday, February 12, 2026, from 5:30 – 6:30 p.m.** at City Hall, 151 Martin Street, in the City Commission Room. The meeting will include a presentation of the scope of work to be performed, assessment costs, and an opportunity to answer any questions.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You may also address the City Commission directly at the Public Hearing of Necessity on February 9, 2026.

Sincerely,

Melissa A. Coatta, P.E.
City Engineer

Funds Report				
	Available:	$4,692.26	PBP Account Number:	35884980
	Used:	$117,093.74	Indicia Number:	0008029208
	Total Pieces:	153966	Meter Number:	8029208
	Control Sum:	$121,786.00	Meter Name:	
	Resettable Piece Count:	149	Printed:	JAN 27 2026 12:20 PM
	Piece Count Value:	$110.26		

Clerk's Office

Clerk's Office

BIRMINGHAM

A WALKABLE CITY

151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

METROPLEX MI 480
27 JAN 2026 PM 1 15 L

FIRST CLASS

US POSTAGE PITNEY BOWES

ZIP 48009 $ 000.74⁰
02 7W
0008029208 JAN 27 2026

CLERK'S OFFICE

RECEIVED

JAN 30 2026
4:50 PM

Monday, January 26, 2026

City of Birmingham - Clerk's Office
151 Martin Street
Birmingham MI 48009

CAVE SEAL

48009-336851

FISHING

From Page 1

ice fishing, but to the knowledge and confidence needed to do it safely and responsibly.

"Our Ice to Table — Ice Fishing event is part of a multi-part fishing and aquatic conservation curriculum," said Paige Wigren, vice president of outdoor experience. "Most fishing programs focus on the 'try-it' aspect only. We wanted to take our events a few steps further."

The program was offered in partnership with the U.S. Fish & Wildlife Service — Detroit River International Wildlife Refuge in Trenton and supported by the Great Lakes Restoration Initiative through the Detroit River Youth Fishing Team grant. For nearly four years, the collaboration has worked to remove barriers that often keep families from outdoor recreation, particularly the cost of equipment and access to instruction.

Each participant began the day with a detailed ice safety demonstration. Girl Scouts were fitted with mandatory ice picks and taught what to do if they fell through the ice, emphasizing the importance of staying calm. They also learned how to "spud" their path forward using an ice spud to test ice thickness before stepping ahead.

"It is best to assume that no ice is 100% safe," Wigren said. "Becoming too confident during high-risk activities can lead to mistakes and accidents. Safety is at the forefront of everything we do."

For many participants, the safety lessons were among the most valuable takeaways.

"I learned it's important to not panic if you fall through the ice, to never go on the ice alone, and to carry safety picks in case you need to pull yourself out," said Ayla DeLuca, an eighth grader from West Bloomfield.

Paige Wigren, Girl Scouts of Southeastern Michigan's vice president of outdoor experience, demonstrates how to fillet a fish as part of the Scouts' Ice to Table — Ice Fishing program. **PHOTO COURTESY OF GIRL SCOUTS OF SOUTHEASTERN MICHIGAN**

Cassidy Holmes, a sixth grader from Waterford, said she learned "how to judge if the ice on a lake is safe, and how to use ice picks in an emergency."

Violet Lira, a first grader from Canton, said she was surprised that ice fishing was actually on the ice.

"I've only been regular fishing, like when it's warm. Walking right on the ice surprised me! I thought we would walk next to the ice," she said. "I learned that no ice is safe ice, and you have to check first and be really careful before you walk on it. You check how the ice feels and what color it is to see if it's OK to go on."

After safety fundamentals were covered, participants moved on to fishing skills. Each Girl Scout was assigned a pre-drilled ice hole and a five-gallon bucket stocked with bait, hooks, jigs, hemostats and a depth finder clip. Instructors demonstrated how to operate an ice fishing pole, bait a hook with a wax worm, gently "jig" the line, and safely remove a fish from the hook.

"They learn how to drill an ice fishing hole, scoop ice shards so they don't cut their line, measure water depth, set the hook, reel in their catch," Wigren explained. "And if the fish is legal and they're interested, we teach them how to fillet and pan fry it."

That final step, the transition from ice to table, proved especially memorable for many participants.

"I liked watching Ms. Paige filet the fish, even though it was a little gross," Holmes said. "I had never seen that before, and it was a good learning experience."

Lilly Brinn, a 10th grader from Troy, agreed. "I liked the fish filleting part. It was really interesting to see the knife work."

For DeLuca, the highlight was tasting the final product. "I liked eating the fish," she said. "Ms. Paige is very good at cooking it. Best fried fish I've ever had. It probably helps that it was so fresh."

The program followed a "challenge by choice" philosophy, allowing participants to decide how involved they wanted to be in preparing their catch.

"First and foremost, we focus on the comfort level of the child," Wigren said. "Some kids are excited to learn how to filet a fish. Others prefer just the catching part, and that's OK."

Even those who didn't catch a fish found the experience rewarding.

"Even though I didn't catch anything today, it was still interesting to learn and great to be out in nature on a sunny day," Holmes said. "It was peaceful on the frozen lake."

Brinn echoed that sentiment. "I didn't catch anything, unfortunately, but I enjoyed learning how to prep fish. The hour on the ice felt more like ten minutes."

Several participants were surprised by how quickly conditions changed on the ice.

"I was most surprised that the water in the open hole freezes so fast," DeLuca said.

"I'd never gone before, and I was surprised how fast the ice froze," Brinn added. "Seriously, it's crazy."

Winter programming comes with logistical challenges, from unpredictable weather to managing cold exposure. The Scouts addressed those risks with heated pop-up shanties, access to warming stations, and continuous monitoring of participant comfort.

While the program was first planned in 2022, inconsistent ice conditions delayed its launch. The 2025 season marked the first year it could be hosted safely, and this year's event proved equally successful.

Despite the complexity, Wigren said the impact makes it worthwhile.

"When kids directly connect with nature in their own communities, it leads to a better understanding of conservation and sustainability," she said. "It breaks a big concept down into something tangible."

For many Girl Scouts, the experience sparked interest in future outdoor adventures.

"I would love to do this again," DeLuca said. "I love fishing, and I want to try again and actually catch something."

Holmes agreed. "It was fun, I got to see my friend, and I learned a lot."

Wigren hopes participants walked away with more than just fishing skills.

"These events teach Girl Scouts that they can do anything they put their minds to," she said. "They can do hard things."

For more information on GSSEM's Outdoor Experience Department programs, visit gssem.org/go.

WEALTH

From Page 1

PREPARE BEFORE THE INHERITANCE

Receiving large sums of money and losing a loved one are both things that can throw you for a loop, emotionally and practically.

"Grief can lead to rushed decisions," says Scott Bishop, a CFP and co-founder of Presidio Wealth Partners in Houston.

Establishing goals, understanding inheritance terms and researching tax implications can put you in a better place to make smart choices, he says.

In other words, laying the groundwork now prepares you for the hard work later.

"Emotionally, I often see people swing to extremes — either refusing to spend any money because it feels like 'blood money,' or spending too quickly because they don't feel deserving of it," says Mitchell Kraus, a CFP with Capital Intelligence Associates in Santa Monica, California.

No matter what emotion you feel at the time, it's probably normal, whether it's happiness, sadness or general overwhelm.

"I've seen stress, I've seen excitement," Fardous says. Many clients have never had this kind of money before, she says, and they don't know what to do with it.

AVOID COMMON INHERITANCE MISTAKES

All those feelings can make it hard to act thoughtfully on your newfound wealth, particularly if it's a life-changing amount. One thing you shouldn't do, Fardous says, is start mentally spending the cash.

"Whenever I see someone who's received a windfall, they think of this wish list they've had," Fardous says. "And this money is getting spent in their head before it's even hitting their bank account."

That can derail long-term security before the inheritance has even fully settled.

"Don't bank on an inheritance until you have it," Kraus says.

Other people seek professional advice (good!) but end up with financial pros who try to sell them lots of high-commission products (not ideal!).

If you consult with a professional, consider looking for a fiduciary, which means they're legally bound to do what's best for the client, Fardous says. Be sure you understand the difference between a fee-based financial planner, who receives commissions for recommending products, and a fee-only planner, who is paid only by clients.

People sometimes respond to pressure from friends and family by taking hasty action before they've had time to really think about it.

Kraus recommends telling people you're taking a "90-day decision-free zone" — a period where you don't make any irreversible financial moves.

"It gives you a chance to reset, to think about what's going on and how it's happening, and that takes a lot of the pressure off," Kraus says.

HAVE THE HARD CONVERSATIONS EARLY

It's helpful to know what's coming your way so you can prepare for taxation and distribution. If you're inheriting an IRA, there are rules about when and how you must take distributions from the account. There may be taxes due on what you're receiving.

If you have the kind of relationship with your loved one where you could discuss what you might be inheriting, do it, Kraus says.

"I can't tell you how many families I see where the parents are going to leave a lot of money for their kids, but their kids are so worried about the parents not being able to get by, they're saving money in case their parents need help," Kraus says. "So having those conversations ahead of time can help."

Consider asking what you might be inheriting — money, property, investments — and whether there are any restrictions on the assets, Kraus says.

MAKE A PLAN FOR INHERITED WEALTH

After taking some time to absorb the situation and your emotions, experts say, there are a few priorities to consider.

Consulting a professional about your tax liabilities should be one of your first steps, Bishop says. After that, think about emergency savings and debt.

"We don't want to allocate anything toward anything else without you having an emergency fund — three to six months in high-yield savings — then making sure you don't have any high-interest debt," Fardous says.

Then consider your goals. Do you want to put money toward your children's college education, buy a house, bump up your retirement nest egg?

"The first thing you don't want to do is go out and buy three Ferraris," Bishop says.

Think about what's important to you, what this money means for you, he says. Where do you want to go? Does this inheritance mean you can retire early? Would you want to retire early?

"Think of it as an opportunity to reset your life," Bishop says. "Big checks invite big mistakes. It's important to slow down, have a plan and then execute."

NOTICE OF A PUBLIC HEARING WATERFORD TOWNSHIP PLANNING COMMISSION

Notice is hereby given of a public hearing to be held by the Waterford Township Planning Commission on **Tuesday, February 24, 2026 at 6:00 p.m.**
Members of the public will only be able to speak during the public comment period(s) provided during the meeting, unless otherwise permitted by the Chairperson. Public comments will be limited to three minutes per speaker.

To provide for orderly public participation, a person wishing to speak must first state their name and request to be recognized by the Chairperson of the meeting. The Chairperson will recognize all persons wishing to speak during a public hearing and the public comment period. Prior to the meeting, members of the public may contact the members of the Planning Commission to provide input or ask questions by email or mail to the Township employee/official and at the addresses listed below. **Public comments must be submitted seven days prior to the date of the meeting and include your name and address.** Persons with disabilities in need of accommodations to be able to participate in the meeting should provide at least 24-hour advance notice to the listed Township employee by phone, email, or mail and an attempt will be made to provide reasonable accommodations.

Jeffrey M. Polkowski, AICP
Director of Development Services
Charter Township of Waterford
5200 Civic Center Drive, Waterford, Michigan 48329

planning@waterfordmi.gov

Phone: (248) 674-6238

The Planning Commission will consider the following:

1. Rezoning Case No. PRSA 25-10-01, Rezoning from M-2, General Industrial/C-4, Extensive Business with an OV-SP, Summit Place Overlay to M-1, Light Industrial – PUBLIC HEARING
Parcel I.D. No. 13-25-200-041; *T3N, R9E, SEC 25 PART NE 1/4 BEG AT PT DIST N 00-32-10 W 60 FT & N 90-00-00 W 50 FT & N 00-32-10 W 1397.53 FT FROM E 1/4 COR, TH S 89-27-50 W 1822.52 FT, TH N 00-31-40 W 490 FT, TH N 89-27-50 E 1822.45 FT, TH S 00-32-10 E 490 FT TO BEG 20.50 A 9-10-25 FR 040*
Requesting: To rezone the subject property from M-2, General Industrial/C-4, Extensive Business with an OV-SP, Summit Place Overlay to M-1, Light Industrial
Property Location: **375 N Telegraph Rd**
Property Zoned: R-M2, Multiple-Family Residential
Applicant: Joe Lunghamer Chevrolet

2. Special Approval Case No. PRSA 25-12-01 (PCR 25-031), Cass Elizabeth Rd Short-Term Dwelling – PUBLIC HEARING
Parcel I.D. No. 13-34-251-012; *T3N, R9E, SEC 34 SUPERVISOR'S PLAT NO 46 LOT 2*
Requesting: To operate a short-term dwelling in a unit of an existing single-family attached residential building.
Property Location: **4290 Cass Elizabeth Apt 1**
Property Zoned: R-1E, Single-Family Attached Residential
Applicant: TJA Investment, LLC

3. Special Approval Case No. PRSA 26-01-02 (PCR 26-001), Cass Elizabeth Rd Short-Term Dwelling – PUBLIC HEARING
Parcel I.D. No. 13-34-251-012; *T3N, R9E, SEC 34 SUPERVISOR'S PLAT NO 46 LOT 2*
Requesting: Requesting: To operate a short-term dwelling in a unit of an existing single-family attached residential building.
Property Location: **4290 Cass Elizabeth Apt 5**
Property Zoned: R-1E, Single-Family Attached Residential
Applicant: ATJA Investment, LLC

4. Text Amendment Case No. PRSA 26-01-03, Data Center Moratorium – PUBLIC HEARING
Requesting: Requesting: Text amendment to define, and place a moratorium on, Data Centers.
Impacted Districts: **all zoning districts**
Applicant: Waterford Township

5. Special Approval Case No. PRSA 26-02-01 (PSP 26-1533), Plaza Garibaldi Expansion & Outdoor Dining Patio – PUBLIC HEARING
Parcel I.D. No. 13-13-176-029; *T3N, R9E, SEC 13 SUPERVISOR'S PLAT NO 14 LOTS 24 & 25 9-29-25 FR 002 & 003*
Requesting: To build an addition and outdoor dining patio onto an existing restaurant.
Property Location: **2675 Dixie Hwy**
Property Zoned: C-2, Small Business/C-3, General Business
Applicant: Plaza Garibaldi Real Estate, LLC

In conformance with the Americans with Disabilities Act (ADA), accommodations are available (large print agendas and meeting minutes etc.) upon request. Please contact the Development Services Department for more detail (248) 618-7427.

Grant Smith, Planning Commission Secretary
Charter Township of Waterford
Oakland County, Michigan

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, February 23, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, March 9, 2026, 7:00 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	**Oak Boulevard** (Greenwood to N Old Woodward) 692 Oak Ave 680 Oak Ave 670 Oak Ave 640 Oak Ave 608 Oak Ave 556 Oak Ave 520 Oak Ave 450 Oak Ave 533 Oak Ave 511 Oak Ave 607 Oak Ave 615 Oak Ave 635 Oak Ave 651 Oka Ave 667 Oak Ave 679 Oak Ave 850 Greenwood Blvd 969 Woodland St 885 N Old Woodward **Lakeside Drive** (Oak to Randall) 890 Lakeside Dr 840 Lakeside Dr 790 Lakeside Dr 774 Lakeside Dr 752 Lakeside Dr 726 Lakeside Dr 700 Lakeside Dr 660 Lakeside Dr 640 Lakeside Dr 620 Lakeside Dr 592 Lakeside Dr 568 Lakeside Dr 532 Lakeside Dr 490 Lakeside Dr 470 Lakeside Dr 440 Lakeside Dr 430 Lakeside Dr 412 Lakeside Dr 932 Lakeside Dr 790 Lakeside Dr 350 Lakeside Dr 320 Lakeside Dr **Glenhurst Drive** (Oak to Pine) 515 N Glenhurst Dr 535 N Glenhurst Dr 559 N Glenhurst Dr 587 N Glenhurst Dr 617 N Glenhurst Dr 639 N Glenhurst Dr 655 N Glenhurst Dr 693 N Glenhurst Dr 717 N Glenhurst Dr 755 N Glenhurst Dr 781 N Glenhurst Dr 825 N Glenhurst Dr 871 N Glenhurst Dr 520 N Glenhurst Dr 534 N Glenhurst Dr 550 N Glenhurst Dr 584 N Glenhurst Dr 612 N Glenhurst Dr 634 N Glenhurst Dr 650 N Glenhurst Dr 690 N Glenhurst Dr 736 N Glenhurst Dr 770 N Glenhurst Dr 19-26-328-001 **Northlawn Boulevard** (Gold Course to Southfield) 1300 Northlawn Blvd 1330 Northlawn Blvd 1360 Northlawn Blvd 1390 Northlawn Blvd 1395 Northlawn Blvd 1385 Northlawn Blvd 1371 Northlawn Blvd 1355 Northlawn Blvd 1323 Northlawn Blvd 1301 Northlawn Blvd 1231 Northlawn Blvd 1225 Northlawn Blvd 1187 Northlawn Blvd 1155 Northlawn Blvd 1121 Northlawn Blvd 1083 Northlawn Blvd 1061 Northlawn Blvd 1049 Northlawn Blvd 1005 Northlawn Blvd 979 Northlawn Blvd 995 Northlawn Blvd 1400 Southfield Rd 1308 Southfield Rd 956 Northlawn Blvd 972 Northlawn Blvd 988 Northlawn Blvd 1000 Northlawn Blvd 1034 Northlawn Blvd 1052 Northlawn Blvd 1076 Northlawn Blvd 1098 Northlawn Blvd 1112 Northlawn Blvd 1132 Northlawn Blvd 1393 Latham Rd
Nature of Improvement:	This work will include routine cape seal treatment along unimproved roadways.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 2/8/2026 & 2/22/2026
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations 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.

NOTICE OF MEETING

In compliance with the provisions of Act No. 266 of the Public Acts of 1976, the open meeting act, Act 206, 1893, as amended, the Michigan General Property Tax Law, and Chapter IV of the Rochester Hills City Charter, located at 1000 Rochester Hills Drive, Rochester Hills, Michigan, the Board of Review will hear assessment appeals on the following dates:.

Organizational Meeting, Tuesday March 3, 2026 - 3:00 pm – 5:00 pm

Monday, March 9, 2026 - 1:30 pm - 4:30 pm & 6:00 pm - 9:00 pm

Tuesday, March 10, 2026 - 1:30 pm - 4:30 pm & 6:00 pm - 9:00 pm

Wednesday, March 11, 2026 - 9:30 am - 12:30 pm & 2:00 pm - 5:00 pm

The 2026 Tentative Ratio for all classes of property is 50.00 percent, with corresponding estimated multipliers of 1.00.

If you wish to appear before the Board of Review, an application to appeal must be completed in the Assessing Department no later than Wednesday, March 11, 2026, at 4:00 pm. A docket number, date and time for appeal will be assigned as soon as the application is completed. Please reference your parcel identification number so your records can be quickly located. It is advisable to discuss any assessment questions with the Assessing Department prior to appearing before the Board of Review.

Laurie A Taylor, Director of Assessing
Secretary to Board of Review

02/8/2026 POSTED AT: City of Rochester Hills Municipal Building, 1000 Rochester Hills Drive, Rochester Hills, MI

LAT/has

BIRMINGHAM
A WALKABLE CITY

2026 Cape Seal Program Project

Hearing of Necessity for Cape Seal Special Assessment District (SAD)

Engineering Department

Date: February 23, 2026

2026 Cape Seal Program
Cape Seal Special Assessment District

➢Overview

- Cape seal existing unimproved streets:
  - N Glenhurst Drive: Oak to Pine
  - Lakeside Drive: Oak to Randall
  - Northlawn Blvd: Birmingham Country Club to Southfield
  - Oak Blvd: Greenwood to N Old Woodward
- Special Assessment District (SAD) for Cape Seal will defray the costs incurred by the City for construction of these improvements.

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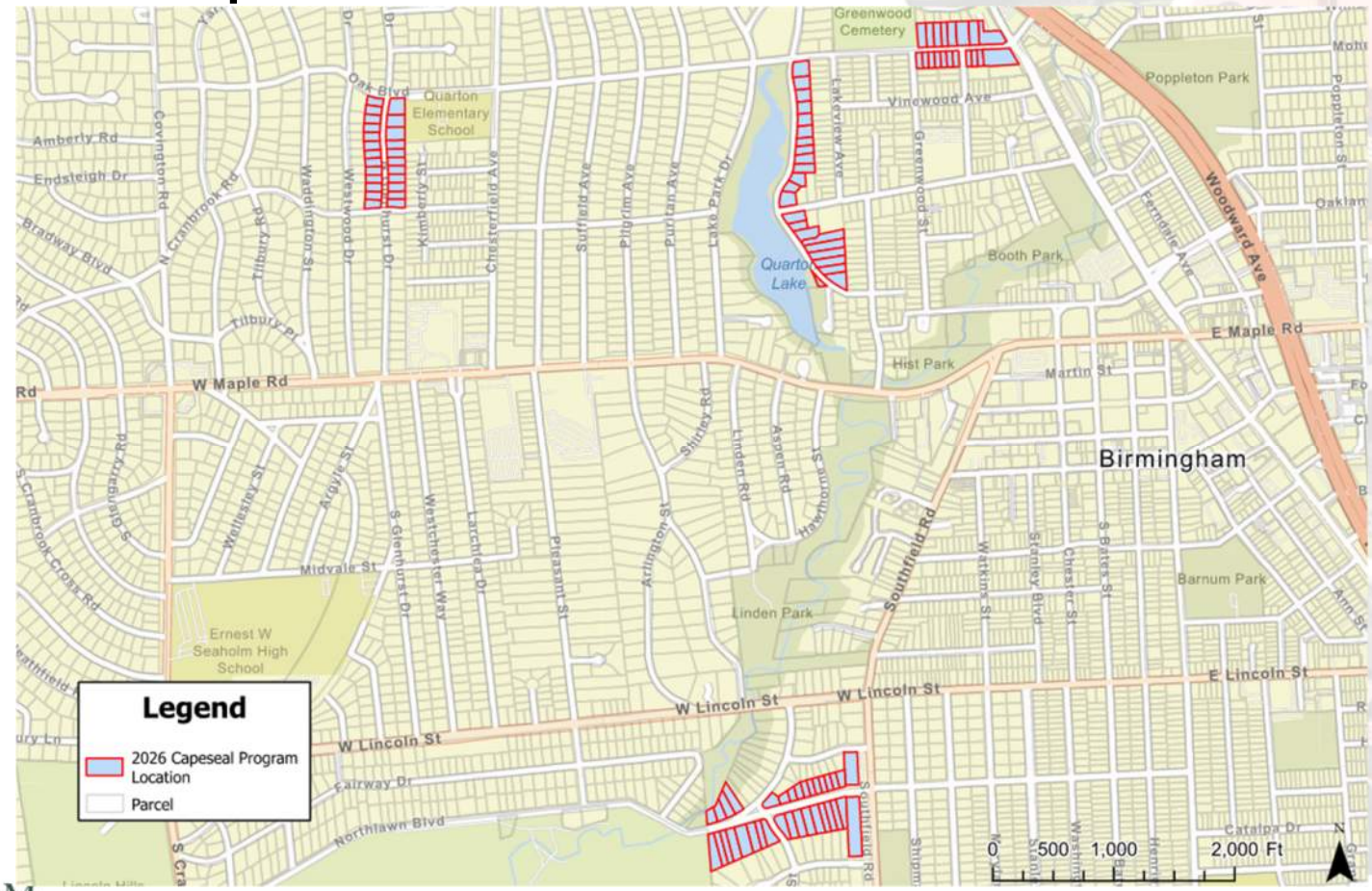
2026 Cape Seal Program
Cape Seal Special Assessment District



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2026 Cape Seal Program
Cape Seal Special Assessment District

- History

Previous Cape Seal Treatment:

Street Name	Limits	Previous Year Cape Sealed	Daily Traffic Count (Year)
Oak Ave	Greenwood to N Old Woodward	2014	4,897 (2025)
Lakeside Dr	Oak to Randall	2010	736 (2019)
N Glenhurst Dr	Oak to Pine	2008	421 (2019)
Northlawn Blvd	Rouge River to Southfield	2010	2,280 (2025)

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2026 Cape Seal Program
Cape Seal Special Assessment District

➢City Policy

- Maintenance on Unimproved Roads
  - First Special Assessment District for "dustproofing": 1948
  - 85% of short-foot costs for all property fronting the improvement;
  - 25% of long-foot costs for all residential property siding the improvement;
  - 85% of long-foot costs for all improved business property siding the improvement and;
  - 25% of long-foot costs for all unimproved business property siding the improvement.

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2026 Cape Seal Program
Cape Seal Special Assessment District

- Project Costs
  - Overall Estimated Project Costs: $397,309.00
  - Scope: Pulverize, double chip and slurry
  - Total Footage Along Project: 9,729.94 feet
  - Assessable Footage Along Project: 7,933.11 feet
  - Cost per Foot: $40.83

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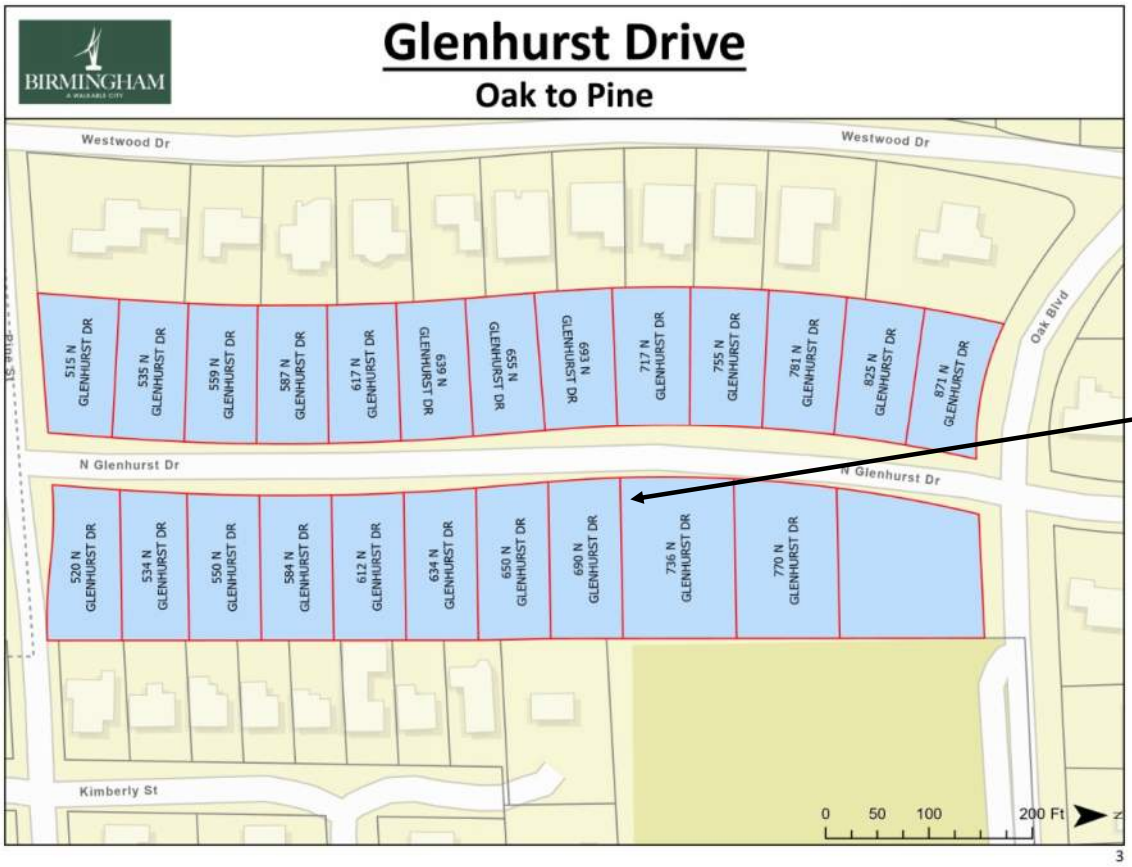
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Glenhurst

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2026 Cape Seal Program
Cape Seal Special Assessment District

Properties included in proposed Cape Seal Treatment Special Assessment District

2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Lakeside

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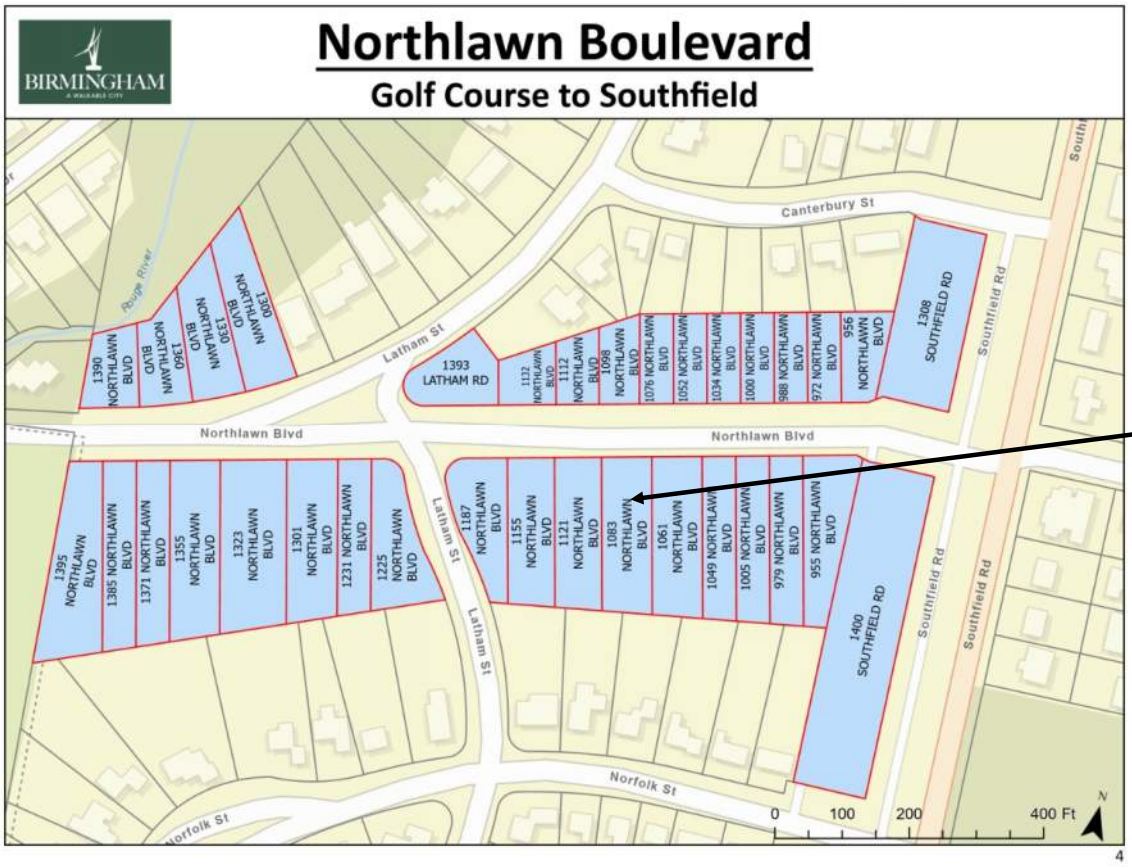
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Northlawn

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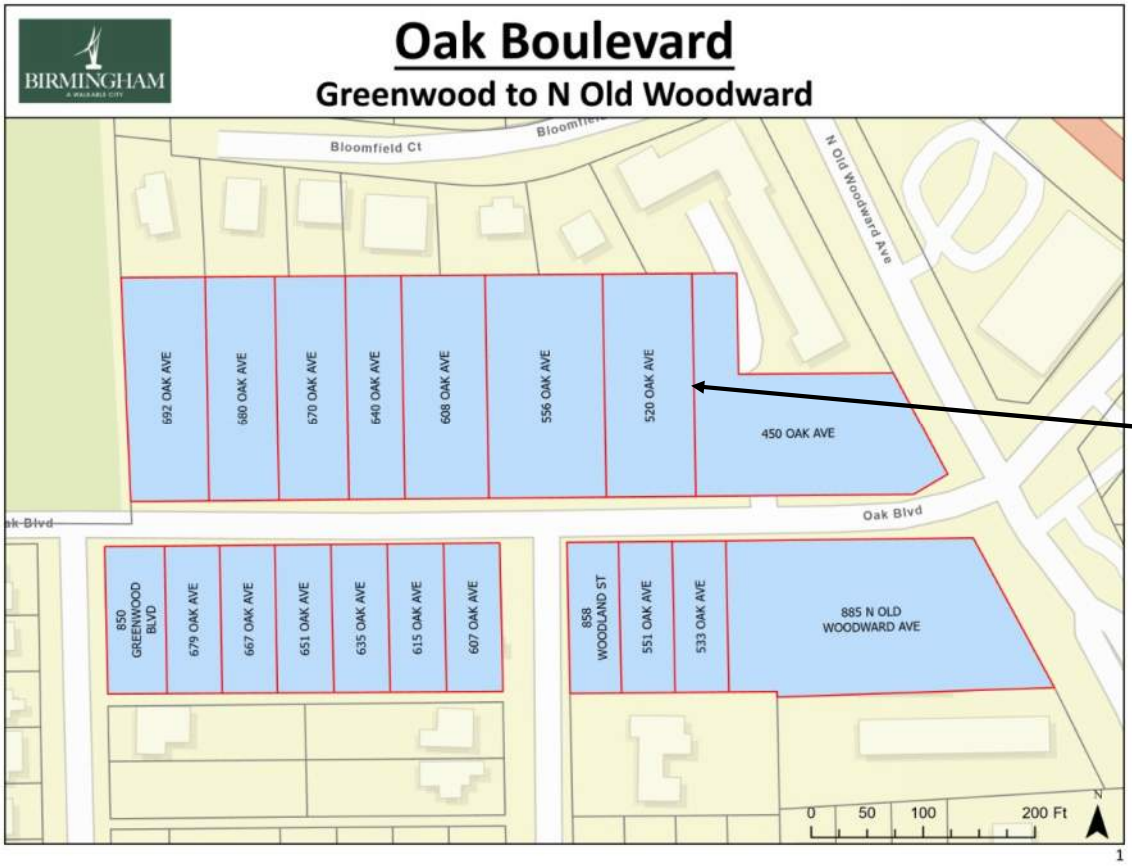
2026 Cape Seal Program
Cape Seal Special Assessment District



Properties included in proposed Cape Seal Treatment Special Assessment District

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2026 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions – Oak

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2026 Cape Seal Program
Cape Seal Special Assessment District

- Summary
  - The Engineering Department recommends City Commission declare a necessity and approve the SAD for 2026 Cape Seal Program for cape seal treatment.
  - Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on March 9, 2026.

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Mya Brown <mbrown@bhamgov.org>

Oak Cape Seal

Michael Seneski <mseneski@gmail.com> Mon, Feb 16, 2026 at 10:54 AM
To: city-commission@bhamgov.org

I'm sorry...It hit before I could finish..!!
Birmingham City Commissioners:

I would like to lodge my opposition to the proposed Cape Seal program.

First and foremost, I wholeheartedly believe that the City's approach to infrastructure is 100% incorrect. Streets/sidewalks need to be the City's responsibility, and should be included in our tax base. The quality of our streets is horrible -- and to put the maintenance/development of each street on the back of the residents, on top of some of the highest property taxes in the State is just not right. **I propose that the City includes a ballot measure to include the infrastructure costs. AND, because I do not believe in "just adding"** (I have spent my career as a CFO -- including 30 years at Ford as CFO of Ford Credit and head of Strategy for Ford Motor Co), **I would like the City to propose a potential set of offsets that we, the citizens, can decide on.** For example, cutting the XMas lights by 30%, cutting the plantings/flowers by 30%, potential of 1 fire/EMT station, etc...(this is just a list, I'm sure you could develop a far more robust set of potential tradeoffs).

Second, I do not believe that your proposed treatment of Oak is responsible.
We asked the Engineering department to have the Police conduct traffic studies for all of the streets proposed in the Cape Seal program (in addition to other "normal" side streets. If the SEMCOG study done in 2013 is correct, then there could be over 8800/cars per day traversing Oak. Oak is the major east-west thoroughfare, and, during the Maple reconstruction, the City actually diverted all of the traffic onto Oak (further stressing the street). Since my first proposal will not be done in time to fix the problem on Oak that is mostly due to the City, I propose the following
- **Immediately, and permanently, restrict all trucks from Oak. Like Lincoln, all truck traffic should use Maple or Quarton**
- **For the Cape Seal program, like Wimbledon, we should only be charged 50% of the total. Wimbledon and Oak are considered Major Streets. They receive Act 51 funds, and the residents should not be 85% responsible.** How you can do 50% on Wimbledon, and then propose 85% to us seems duplicitous.

I am unable to be in town on Feb 23, so please use this letter as my input.
Sincerely,
Michael Seneski and Amy Geller
608 Oak Ave
248-515-7739

On Mon, Feb 16, 2026 at 10:49 AM Michael Seneski <mseneski@gmail.com> wrote:

> Birmingham City Commissioners:
>
> I would like to lodge my opposition to the proposed Cape Seal program.
>
> First and foremost, I wholeheartedly believe that the City's approach to infrastructure is 100% incorrect. Streets/sidewalks need to be the City's responsibility, and should be included in our tax base. The quality of our streets is horrible -- and to put the maintenance/development of each street on the back of the residents, on top of some of the highest property taxes in the State is just not right. **I propose that the City includes a ballot measure to include the infrastructure costs. AND, because I do not believe in "just adding"** (I have spent my career as a CFO -- including 30 years at Ford as CFO of Ford Credit and head of Strategy for Ford Motor Co), **I would like the City to propose a potential set of offsets that we, the citizens, can decide on.** For example, cutting the XMas lights by 30%, cutting the plantings/flowers by 30%, potential of 1 fire/EMT station, etc...(this is just a list, I'm sure you could develop a far more robust set of potential tradeoffs).
>
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> --
> Michael Seneski
> mseneski@gmail.com
> 248-515-7739

--
Michael Seneski
mseneski@gmail.com
248-515-7739

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAKarKL5D6At6B9R_JmGLX-zK5EzwZCtOVTSQgYS8MPWE%2B3ygRA%40mail.gmail.com.

16 February 2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1) Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
    a. 38 feet wide
    b. concreate curbs and driveway approaches
    c. gutters with rainwater sewer catches
    d. snowplowed and salted regularly
2) We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.
3) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulvevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a very unique "unimproved" road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Regards,
Jay & Kimberly Shell
1121 Northlawn Boulevard

CLERK'S OFFICE
RECEIVED
FEB 17 2026
11:25 AM

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Mya Brown <mbrown@bhamgov.org>

Fwd: City's Proposed Cape Seal Project on OAK AVE.

Jana Ecker <Jecker@bhamgov.org> Wed, Feb 18, 2026 at 10:53 AM
To: Mya Brown <mbrown@bhamgov.org>

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

On Wed, Feb 18, 2026 at 10:02 AM Clinton Baller <cmballer@avidpays.com> wrote:

---------- Forwarded message ---------
From: **michelle areeda** <michelleareeda@gmail.com>
Date: Wed, Feb 18, 2026 at 9:33 AM
Subject: City's Proposed Cape Seal Project on OAK AVE.
To: Brad Host <bhost@bhamgov.org>, <cballer@bhamgov.org>, <along@bhamgov.org>, <ahaig@bhamgov.org>, <bkolb@bhamgov.org>, <kkozlowski@bhamgov.og>, <tlong@bhamgov.org>

My name is Michelle Areeda. I reside at 450 Oak Ave. Unit 201. I am writing this email on behalf of myself, Eva Von Voss, Unit 302 and Noah Miller, Unit 303. We will attend the meeting on February 23rd but do not expect that there will be time to discuss our concerns in full as so many other will wish to speak. As such we would like this letter in the record and addressed by the Council accordingly.

We counted numerous new home built on Oak, Lakeside and Pilgrim since 2020. The square footage of those homes range from 4,500 square feet to over 8,000- 9,000 square feet. The materials necessary to build those home are transported along Oak Ave on a daily basis during the height of the building season. The construction occurs after the equipment necessary for demolition and removal of concrete, and structural materials has been moved in and out. The work is done by vehicles owned by companies who are presumably required to comply with Birmingham's weight and axle maximums but seemingly without enforcement by the City. As a result Oak Ave. has been destroyed and made dangerous.

In its letter to residents, the City references a "traditional" 85-15 split for cost of cape sealing projects. However that split is not appropriate for Oak Ave. as the other city streets have not been treated as construction site thoroughfares and do not endure the constant use by overweight vehicles. With the city taking retainers from home owners or builders and accepting funding from the State for city streets it is illogical that the City now asks the residents to contribute to the work that needs to be done.

The City should take action to repair Oak and place the proper surface at its own expense. Also, going forward "no truck" signs should be posted on Oak Ave. at Woodward and Cranbrook as they are on Lincoln, Southfield at Maple, and Eaton at Lincoln. Also weight limits for all vehicles should be posted as like the one on Cranbrook at Maple and enforced.
Finally, the City should require trucks to enter from Maple Road or Big Beaver onto the streets upon which they are performing their work and have them exit the same way.

The goal is to keep Oak in good repair open to emergency vehicles and safe for pedestrians and drivers.

--
Michelle E. Areeda
Birmingham, MI
(248) 321-6165
Reply to: michelleareeda@gmail.com

This electronic message contains information from Michelle E. Areeda, which may be private and or privileged. The information is intended to be for the use of the addressee only. If you are not the addressee, note that any disclosure, copy, distribution or use of the contents of this message is prohibited.

BIRMINGHAM
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Mya Brown <mbrown@bhamgov.org>

Re: Northlawn Cape Seal

Clinton Baller <cmballer@avidpays.com> Wed, Feb 18, 2026 at 3:21 PM
To: Gary Oudersluys <socioking@hotmail.com>, Alex Bingham <abingham@bhamgov.org>, City Commission <city-commission@bhamgov.org>

Gary, Melissa,

Thanks for writing. We received the same letter (word-for-word, I believe) from Scott & Shawn Ciemniecki. I will try to see that it gets into our packet for Monday night.

Clinton Baller
Mayor

On Wed, Feb 18, 2026 at 12:56 PM Gary Oudersluys <socioking@hotmail.com> wrote:

18 February 2026

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026 to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn the customary unimproved road 85% of the cape seal project cost for the following reasons:

1. Unlike the typical city of Birmingham unimproved road (Canterbury for example) Northlawn Boulevard would "appear" as an improved road which consistently encourages non-resident traffic to utilize the road adding to its wear and tear
    1. 38 feet wide
    2. concreate curbs and driveway approaches
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    4. snowplowed and salted regularly
2. We understand that Northlawn Boulevard is defined as an important emergency route to facilitate fire and rescue access to the broader Birmingham community which would incline that the maintenance / condition of Northlawn is important to EVERY resident of Birmingham and not just those who live on Northlawn, therefore, it is unfair for the majority of the maintenance cost (85%) to be the liability of the Northlawn residents alone and instead the costs should be shared by ALL residents of Birmingham.

3. Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulvevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a very unique “unimproved” road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel this road on a daily basis.

Regards,
Gary & Melissa Oudersluys
955 Northlawn Boulevard

--
You received this message because you are subscribed to the Google Groups "City Commission" group.
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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9HTfpQX%2Bab4Ao%2Bgujq0vSpLDoBEcNekJoVSOHqDo4XO-A%40mail.gmail.com.

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Mya Brown <mbrown@bhamgov.org>

Fwd: Oak Cape Seal

1 message

Jana Ecker <Jecker@bhamgov.org> Thu, Feb 19, 2026 at 10:02 AM
To: Mya Brown <mbrown@bhamgov.org>

For CC agenda packet

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

---------- Forwarded message ---------
From: **Andrew Stein** <stein.andrew3@gmail.com>
Date: Thu, Feb 19, 2026 at 7:54 AM
Subject: Re: Oak Cape Seal
To: Jana Ecker <Jecker@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>, Brad Host <bhost@bhamgov.org>

Yes please include it!

Thank you
-Andrew

On Tue, Feb 17, 2026 at 9:01 AM Jana Ecker <Jecker@bhamgov.org> wrote:

> Mr. Stein,
>
> Thank you for your email to Commissioner Host. Any emails sent to specific commissioners are not included in the City Commission agenda packet. If you wish to send it to the City Commission for inclusion in the agenda packet, please send it to all City Commissioners and/or the City Clerk's Office. For this email, we can include it in the agenda packet if you provide your request for the City to do so in response to this email (the City Clerk is copied).
>
> Thank you!
>
> **Jana L. Ecker**
> **City Manager**
> **Birmingham, MI**
> **(248) 530-1811**
>
> On Mon, Feb 16, 2026 at 3:30 PM Brad Host <bhost@bhamgov.org> wrote:
>
> > Dear Ladies,
> > Please see all Commissioners get a copy of Andrew's letter and it is included in our 2/23 Agenda.
> > Thanks in advance,
> > Brad
> > Sent from my iPhone
> >
> > Begin forwarded message:
> >
> > **From:** Andrew Stein <stein.andrew3@gmail.com>
> > **Date:** February 16, 2026 at 2:48:42 PM EST
> > **To:** bhost@bhamgov.org

Subject: Oak Cape Seal

Dear Commissioner Brad,

I am writing to express my opposition to the proposed cap seal program for Oak Avenue, particularly the financial burden being placed on its residents.

First, it is concerning that Oak Avenue residents are being asked to cover 85% of the project cost, while residents on Wimbledon were responsible for only 50% of a similar project. This discrepancy raises serious questions about fairness and equitable treatment. Oak Avenue also carries significantly heavier traffic than Wimbledon, serving as a primary route for many non-resident drivers. Given the greater public use of Oak, its residents should not be required to bear any cost share without clear and compelling justification.

As noted above, Oak Avenue is a heavily traveled main road that serves far more than just its residents. It is used daily by a substantial volume of traffic, including families commuting to nearby schools such as Holy Name and Quarton Elementary. Because of this level of public use, and the fact that Oak functions as a major thoroughfare, we do not believe Oak Avenue residents should be responsible for any portion of this cost. The City should assume full financial responsibility for this improvement.

Finally, I would like to highlight the impact Oak Avenue's status as a main road has already had on property values. From 2023 to 2025, we attempted to sell our family home even dropping it below market value but were unable to do so. Multiple prospective buyers expressed concerns specifically because Oak is a busy main road. Homeowners on Oak already face challenges due to traffic volume and reduced market appeal, and a special assessment would only add to that burden.

For these reasons, we respectfully urge you to reconsider the cost allocation for this project and pursue a solution in which the City covers the full cost of the work on Oak Avenue.

Thank you for your time and consideration.

Sincerely,
Andrew and Samantha Stein
556 Oak Ave
Birmingham, MI 48009
248-722-3499

Dear City of Birmingham Commissioners,

As the residents of Northlawn Boulevard in Birmingham, Michigan understand from attending the Engineering Department meeting held Thursday, February 12, 2026, to discuss the upcoming cape seal program, the city of Birmingham defines Northlawn as an unimproved road. However, we request financial relief from the city's plans to assess residents of Northlawn for the customary unimproved road 85% of the cape seal project cost for the following reasons:

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3) Since the last cape seal project was completed there has been approximately 13 homes completely demolished/reconstructed on Norhtlawn Boulevard between Southfield and Cranbrook roads. The crews and heavy trucks can only enter from Southfield or Cranbrook roads and together with the invasive trenching of the street (and repatching) to connect up plumbing and water services to the newly constructed homes along with the weight of 13 homes demolition debris being hauled away and new construction materials being delivered there has clearly been an accelerated deterioration in the street surface attributable to home construction. The incumbent residents of Northlawn should not be fully responsible for the accelerated deterioration of the road surface due to new home construction. We think that the city of Birmingham should secure from home demolition/reconstruction permits additional funding to set aside for what we know will be a faster deterioration of the street surrounding the project resulting in a sooner than what would normally be expected resurfacing project. In addition, it is believed that these new homes constructed are providing a significant boost in property taxes collected by the City as compared to the demolished homes they replace.

We appreciate your consideration and recognition that Northlawn Boulevard is a unique "unimproved" road. I think the police department can attest to the tremendous amount of non-Northlawn residents who travel on this road daily.

Regards,
Paul and Shannon Schmaltz
979 Northlawn Blvd
Birmingham, Mi 48009

MEMORANDUM

City Manager's Office

DATE: February 23, 2026

TO: City Commission

FROM: Jana Ecker, City Manager

SUBJECT: Next Lease for 400 E. Lincoln Street, Birmingham

INTRODUCTION:

The need for a permanent senior center location arose after Birmingham Public Schools (BPS) notified Next that they were required to move out of Midvale school to allow BPS to expand pre-K services at that location. The City has contracted with Next for many years to allow Next to be the City's provider of services for Birmingham seniors. Next must be out of Midvale school on or before June 2027.

The City of Birmingham was presented with an opportunity to purchase the building and land at 400 E. Lincoln, the current home of the Birmingham YMCA, for the future home of our senior service organization, NEXT, and for limited services to be provided by the YMCA. The YMCA made the decision to sell their building at 400 E. Lincoln to reduce their substantial debt load and improve their financial situation, and to consolidate the Royal Oak and Birmingham branches of the YMCA into a new or renovated building in Royal Oak.

BACKGROUND:

The City purchased 400 E. Lincoln in July 2023 to serve as the new and permanent location for Next, a 501(c)(3) that provides senior services to residents of Birmingham and surrounding communities for individuals over 50 years of age. The City purchased the property for $2 million. Next and the City entered into a contract at that time outlining the terms of the agreement between the parties. Under the terms of the contract, Next contributed $500,000 to the purchase price of the property, and the City agreed to lease 75% of the existing building for $1 per year to Next to establish a permanent home for the organization (MOU attached). The remaining 25% of the space in the building was to be used by the YMCA to provide limited programs, including summer camps for children. The YMCA agreed to cease full branch operations after three years. The existing pool was to be closed (view the 6-5-23 City Commission meeting). The purchase agreement with the YMCA and the Memorandum of Understanding (MOU) with NEXT regarding the property were approved by the City Commission on June 5, 2023.

After approval of the purchase agreement with the YMCA, the City and the YMCA entered into a three-year lease for the use of the property at 400 E. Lincoln with the condition that the City

could terminate the lease early with 3 months written notice at any time. This lease allowed for a transition period during which the YMCA continued to operate in the building, and to pay utility costs and building and property maintenance costs, while allowing the City access to the building and property as needed for future planning and upgrades. Last month, the City Commission approved an extension of the lease with the YMCA through August 31, 2026, to allow for the provision of YMCA summer day camps for children.

Over the past two years, the City Commission and an ad hoc committee spent a significant amount of time studying and analyzing options for the renovation and/or expansion of the building at 400 E. Lincoln as well as the possibility of constructing a new building on the site. In 2025, after much discussion, the City Commission decided not to proceed with a proposal for new construction.

In January 2026, the City Commission approved the hiring of Neumann Smith to proceed with design plans for the renovation of the existing building for use by Next, to be funded by the senior millage approved in November 2023. Given the level of funding from the senior millage, approximately $3.4 to $3.6 million, it was determined that this would only provide sufficient funding to update the first floor of the building. Accordingly, Next agreed to lease only the first floor of the building at this time to provide a new home for Next in 2027 in alignment with the City's budgetary constraints. The proposed renovations will include ADA compliance, access improvements, code updates as required, updated paint and other aesthetic improvements. Minimal changes to the floor plan are also proposed to subdivide the current fitness space into several multipurpose rooms, and other such changes may be recommended by Neumann Smith during the final design process. As outlined in the MOU between Next and the City, the building at 400 E. Lincoln is planned to be ready for Next to occupy at the end of May 2027.

City staff has been working with our attorney and Next (along with their legal counsel) to negotiate a lease between Next and the City for the utilization of the first floor of 400 E. Lincoln. As discussed with the City Commission during the meeting at which Neumann Smith was hired to proceed with design plans, both parties were close to an agreement on the terms of the lease. At this time, the lease terms have been finalized and approved by the City Attorney and Next and their counsel. The lease has a term of 30 years, and the rent to be charged is $1/year as outlined in the MOU. The lease states that Next will pay all the utility and operating costs for their leased area, and the City will maintain the core and shell of the building, including the grounds. To provide equity for Birmingham residents, the lease also states that all Birmingham residents will receive a free membership to Next. All non-resident members will continue to pay membership fees to Next.

The draft lease was shared with the City Commission approximately two weeks ago to allow the City Commissioners time to weigh in with comments and suggestions. All such comments have been reviewed and changes to the final draft of the lease have been made as a result.

LEGAL REVIEW:
The City Attorney has drafted and recommends approval of the proposed lease with Next.

FISCAL IMPACT:
At the time of purchase, the City recognized that there would be costs associated with ownership of an additional municipal building. As described, Next will be responsible for all the

operational and utility costs associated with the space leased to them. The City, as expected, will be responsible for the operational and utility expenses for the reminder of the building until future uses, whether it be a new tenant or the City, are determined in a projected Phase 2 and/or Phase 3 project. As the owner of the building, the City is responsible for all expenses related to the core and shell of the building. These responsibilities are clearly laid out in the lease document with Next.

The City, through the 2023 voter-approved Senior Millage, will make improvements to the building consistent with the needs necessary for Next to occupy the building and consistent with the budget amount received from the Senior Millage.

SUSTAINABILITY:

All future renovations will consider the use of sustainable materials, low VOC paint, energy efficient systems and fixtures, and/or alternative energy sources or other green elements.

DESIGN CONSIDERATIONS:

All design considerations will be presented to the City Commission for approval at a later date by Neumann Smith Architects.

PUBLIC COMMUNICATIONS:

Discussion of the future of the building at 400 E. Lincoln has been ongoing for approximately three years at many public meetings.

SUMMARY:

The City Commission is asked to approve a lease agreement with Next to allow Next to occupy the first floor space at 400 E. Lincoln for the provision of senior services to persons over the age of 50 years.

ATTACHMENTS:

1. 20260223 Next Lease with attachments - 2-19-26

SUGGESTED COMMISSION ACTION:

Make a motion to adopt a resolution to approve the Agreement Between the City of Birmingham and Next – Your Place to Stay Active & Connected Regarding 400 E. Lincoln Street, and further to direct the Mayor and City Clerk to sign the Agreement.

AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND NEXT-YOUR PLACE TO STAY ACTIVE & CONNECTED REGARDING 400 E. LINCOLN ST, BIRMINGHAM, MI

This *Agreement Between the City of Birmingham and Next-Your Place to Stay Active & Connected regarding 400 E. Lincoln St, Birmingham, MI* ("Agreement" or "Lease") is entered into as of this ____ day of _____, 2026 ("Effective Date"), by and between the **CITY OF BIRMINGHAM,** a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, Michigan, 48009 (the "City" or "Landlord") and **BIRMINGHAM AREA SENIORS COUNCIL, DBA NEXT – YOUR PLACE TO STAY ACTIVE & CONNECTED**, a 501(c)(3) Michigan nonprofit organization whose address is 2121 Midvale, Birmingham, Michigan 48009 ("Next" or "Tenant"), hereinafter referred to as "Parties" at times or by name.

RECITALS:

WHEREAS, the Landlord is a municipal corporation organized and existing under and pursuant to the Michigan Home Rules Cities Act, 1909 PA 279, as amended (and codified at MCL 117.1 et seq.), and exercising all of the powers provided therein and pursuant to the City Charter for the City of Birmingham, adopted in 1933 and as subsequently amended; and

WHEREAS, Next is an independent 501(c)(3) Michigan nonprofit corporation which has been serving the community for over 40 years and provides information, referrals, classes and activities for older individuals residing in the City and in neighboring communities; and

WHEREAS, senior services are recognized as a public purpose under state and federal law including but not limited to Michigan's Activities or Services for Older Persons Act (MCL 400.571 through 400.577) and the older Michiganians Act (MCL 400.581, et seq); and

WHEREAS, Next is and shall remain an independent organization separate from the City, governed by its own Board of Directors pursuant to its Articles of Incorporation and Bylaws; and

WHEREAS, the Landlord embraces the services provided by Next and desires to foster a physical permanency for Next in the City so that Next can continue to serve the growing senior community of the City and its neighbors; and

WHEREAS, Next needs to be able to rely upon stabilization and predictability for its finances and physical presence to continue to serve the community's senior population; and

WHEREAS, Next and the City reached a *Memorandum of Understanding* ("MOU") on May 17, 2023 whereby the Parties addressed, in part, Next's role in the Birmingham community and Next's need to secure a new location for its operations; and

WHEREAS, consistent with the MOU, as the sole owner, the City purchased from the YMCA certain improved real property located at 400 E. Lincoln St., Birmingham, Michigan, 48009 (the "**Property**", legally described in **Exhibit A**) for Two Million Dollars ($2,000,000) inclusive of a Five Hundred Thousand Dollar ($500,000) contribution from Next made towards its purchase and as consideration for future rent of One Dollar ($1.00) a year; and

WHEREAS, upon the Property is a structure approximately 43,000 sf (the "**Building**"), a portion of which is intended to be used for the new location for Next and the programs and services it offers to the senior community; and

WHEREAS, the Leased Premises that Next will occupy and will be modified to meet the needs of Next, in order to provide senior services with Next occupying the entire first floor is depicted in the attached **Exhibit B** (the "**Leased Premises**"); and

WHEREAS, the City anticipates that the rest of the Building not occupied by Next may be developed in the future for community use; and

WHEREAS, the Parties believe that future opportunities will arise whereby the community may utilize areas of the Leased Premises when not needed by Next; and

WHEREAS, the Parties agree that in time, a new structure may be required for the Property, subject to the rights and expectations of the City and Next under this Agreement. The City may determine the best use of the Property in the future with perhaps further modifications of the Building and Leased Premises meeting the needs and concerns of Next and the community which may possibly include a new structure as agreed to in writing by the parties; and

WHEREAS, in preliminary activities pending this Agreement, the Parties, have already invested funds on preliminary investigations of the Property (including an additional $250,000.00 from Next) on matters such as feasibility studies, engineering studies, environmental studies and legal representation demonstrating their mutual commitment that Next continue to serve the needs of the City of Birmingham, its senior residents, and others in neighboring communities; and

WHEREAS, pursuant to this Agreement, the City and Next desire to enter into this long-term lease agreement by and between the Parties.

NOW, THEREFORE, in consideration of the foregoing Recitals which are restated in their entirety and expressly made a part of this Agreement, and the mutual promises set forth herein, the City and Next agree as follows:

1. Leasing Agreement and Description

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby Lease to the Tenant the following described Leased Premises situated in the City of Birmingham, Oakland County, Michigan as set forth in Exhibit B.

2. Term and Extension

a. *Term*. With this Agreement, the City hereby leases to Next the Leased Premises from the Effective Date, subject to Section 4, under a continuing term which shall end on December 31, 2056 ("Term"). As set forth in Section 9 of this Agreement, Next may terminate its leasehold and Term under this Agreement upon six (6) months advance written notice to the City. During its occupancy, Tenant shall pay Landlord as rent for said Leased Premises the sum of ONE DOLLAR ($1.00) per year, payable in advance on the first day of each lease year of the Term to this Lease.

b. *Term Extension*. The Tenant may have the Term (i.e., through 12/31/2056 unless terminated earlier as provided herein) extended for one year for each $100,000 of cumulative capital improvements made throughout the Term to the Leased Premises or the existing Building or any approved permanent structures constructed on the Property. All such improvements, if any, shall be evidenced by receipts submitted by

Next to the City and which improvements shall become and be owned by the City except as may be otherwise agreed in writing by the Parties. By way of example, should the Tenant perform $500,000 of capital improvements anytime during the Term upon the Leased Premises, existing Building, or the Property, the Lease extension shall be for five (5) years. The $100,000 minimum capital improvement shall be adjusted by the annual CPI for the Detroit/Ann Arbor area as of the first of the calendar year for each year of the Lease.

3. Alterations and Additions

The Landlord shall utilize the senior millage of 2023 (approximately $3.4M to $3.6M) to renovate the existing Building and Leased Premises, including the driveway, parking lot, walking paths, and exterior lighting, to make it ready for Next's use commencing May of 2027. Next shall be involved with the City and its architects during design and building decisions to ensure Next's usage requirements are considered. All final decisions regarding design and renovations shall be made by the City.

The Tenant shall have the right to do such further remodeling and make such further alterations, additions and improvements to the Leased Premises as it may see fit to enable Tenant to make full use of the Leased Premises for its activities, provided, however, that Tenant shall make no alterations or additions to the Leased Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord may impose, as a condition to the aforesaid consent, such requirements as Landlord may deem necessary in its judgment, including without limitation the manner in which the work is done. All work shall be done in accordance with the applicable municipal codes, State, and federal laws.

Any and all permanent improvements made by Tenant, whether to the existing Building or any permanent structure constructed in the future, shall be for the benefit of the Landlord and shall revert to the ownership of the Landlord at the conclusion of the Term of this Lease. Should Tenant erect any approved movable structures or removable fixtures as allowed or permitted by City Codes on the Leased Premises, the same may be removed by Tenant at any time during the Term or at the termination of this Lease, provided, however, that Tenant return the Leased Premises in a condition acceptable to Landlord, reasonable wear and tear accepted, at Tenant's sole expense at any time directed by the City.

4. Obligations of the Parties With Reference to Building and Grounds which include Rights, Responsibilities, Physical and Financial Obligations

The Parties shall, during the Term hereof, which commences upon the date that Next moves into the Leased Premises, be obligated at their own respective expenses as follows:

a. Tenant shall have full responsibility for the general upkeep, janitorial and maintenance of the Exhibit B Leased Premises. This includes but is not limited to keeping the interior of the Leased Premises, its floors, plumbing and electrical wiring of and within the Leased Premises, including any additions or new structures constructed by the Tenant, in as good repair as when taken, reasonable use and wear excepted. All alterations, additions and improvements shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease, except as specifically provided in paragraph 2 above.

b. Landlord shall have full responsibility for the general upkeep and maintenance of the Building not occupied by Next. This includes, but is not limited to, the roof, HVAC, outer walls, windows, second floor, basement, and the pool area. The City is responsible for the driveway, parking lot, walking paths, exterior lighting, the shell of the Building, the roof, HVAC, outer walls and windows of the entire Building including those portions occupied by Next.

c. Landlord shall maintain in good condition the grounds, trees, and lawns of the Property and provide snow removal service. The Tenant shall maintain the shrubbery and gardens. The Tenant shall pay for the design and construction of the Next signage, subject to the Landlord's prior written approval not unreasonably withheld.

d. Related to its use of the Leased Premises, Tenant shall carry the following insurance coverages, with insurance carriers acceptable to the Landlord. All coverages shall be subject to approval of the Landlord, with initial limits as specified herein. Insurance limits may be adjusted from time to time by the mutual consent of the Landlord and Tenant, but in no instance shall the limits be less than those set forth below. Landlord shall be named as an additional insured on all policies and all policies shall bear an endorsement requiring that Landlord be given thirty days' notice of cancellation or any material change in the coverage. Tenant shall provide the Landlord with proof of insurance annually.

   i. The fire and extended coverage insurance on the Leased Premises (and Building if at no additional cost or expense to the Tenant) and all related improvements in an amount not less than $1,275,000 adjusted annually for the replacement cost of the Leased Premises, with the proceeds payable to Landlord and Tenant as their interests may appear. In the event Tenant fails to secure the required insurance, the Landlord may secure such insurance and, in that event, Tenant agrees that it will, on demand, pay to Landlord 125% of the pro rata cost for the coverage on the demised premises under Landlord's policy. The Tenant agrees that it will, upon demand, pay to the Landlord any deductible required on the Landlord's insurance up to $10,000 per claim adjusted by the annual CPI for the Detroit/Ann Arbor area at the first of each calendar year.

   ii. Tenant's public general liability and property damage insurance on an "occurrence" basis in the amount of $1,000,000 per occurrence and/or aggregate combined single limit.

   iii. Adequate fire and extended coverage insurance on the contents owned by Tenant.

   iv. Tenant shall procure and maintain during the life of this Lease workers' compensation insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.

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

reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Tenant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

vi. Tenant shall not perform any acts or carry on any practices that may injure the demised or adjoining premises or constitute a nuisance.

e. STANDARD INSURANCE REQUIREMENTS**:**

Related to its use of the Leased Premises, the Tenant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

a. Workers' Compensation Insurance:

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

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

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

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

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

f. Proof of Insurance Coverage: The Tenant shall provide the Landlord at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Landlord, as listed below.

i. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
ii. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
iii. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

iv. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

5. Benefits to Residents of the City of Birmingham

In consideration of this Agreement, during the Term, the Tenant will offer a free Next membership to all individuals over 50 years old and who are current residents of the City of Birmingham (as demonstrated by a current Michigan Driver's License).

6. Non-assignability

Tenant covenants not to assign or transfer this Lease or sublet said Leased Premises or any part thereof without the prior written consent of Landlord.

7. Bankruptcy and Insolvency

The Tenant agrees that if the estate created hereby shall be taken in execution or by other process of law, or if the Tenant shall be declared bankrupt or insolvent according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event, Landlord may declare Tenant in default and, at its option, terminate this Lease.

8. Use and Occupancy

It is understood and agreed that said Leased Premises may be used and occupied during the Term of this Lease for Next and the programs and services it offers to the senior community.

Should the use of the Leased Premises as described herein be for any other purpose, unless otherwise agreed by the Parties, then the Landlord, at its option, may declare Tenant in default and terminate this Lease, subject to Tenant's right to cure any default as provided herein.

9. Termination for Reasons Other Than Default of Tenant

At any time after December 31, 2056, or the end of any extended Term of the Lease, Landlord may elect to terminate this Lease. Such a termination shall be accomplished by a written notice given to Tenant and shall be effective at the expiration of one (1) year following the giving of notice.

Tenant shall have the right to terminate this Lease at any time upon six (6) months written notice to Landlord.

The parties acknowledge that the future can be unforeseeable and the Landlord, by a majority of the City Commission, may opt to terminate the Lease, with three (3) months written notice to Next, if the mission of Next, and/or services to the Birmingham seniors were to cease in the manner, form, or substance, as that which exists at the time the Lease Agreement is executed, subject to Next's right to cure any default as provided herein.

10. Damage by Fire or Other Casualty

The following provision is conditioned upon the Tenant insuring the Leased Premises as required under paragraph 4.d.i of this Lease Amendment, or reimbursing the Landlord in accordance with paragraph 4.d.i. if the Landlord elects to provide property insurance itself. If the Building shall be damaged or destroyed to the extent of fifty percent (50%) or less of its value by fire or other casualty prior to December 31, 2056, Landlord will repair or restore the same to good tenantable condition with reasonable dispatch. If the Building shall be damaged or destroyed to the extent of more than fifty percent (50%) of its value by fire or other casualty prior to December 31, 2056, or if it shall be damaged or destroyed to any substantial extent on or after December 31, 2056, Landlord shall have the option to either repair and restore the same to good and tenantable condition with reasonable dispatch or to permit the Tenant to repair or restore the premises to good tenantable condition for the remainder of the Lease Term (in which event the property insurance proceeds under paragraph 4.d.i shall be made available to the Tenant for such repairs, subject to the Tenant's obligation to pay the deductible as required under paragraph 4.d.i. In the event that Tenant does not so elect to repair or restore the Leased Premises to good and tenantable condition with reasonable dispatch, the Lease shall be terminated. Following such fire or casualty, Landlord shall, with reasonable diligence, give Tenant a written notice setting forth the option elected by the Landlord.

11. Compliance with Laws

Tenant shall at its own expense promptly comply with all lawful laws, ordinances, regulations or orders of all municipal, county and state authorities affecting the Leased Premises hereby demised and the cleanliness, safety, occupation and use of same. Landlord shall similarly comply with all applicable city, county, state and/or federal ordinances, regulations, and laws.

12. Holding Over

It is hereby agreed that in the event Tenant should hold over after the termination of this Lease, the tenancy thereafter shall be from month to month in the absence of a written agreement to the contrary.

13. Utilities

Tenant will pay all charges made against said Leased Premises for gas, water, sewage disposal, heat, cable, internet, security and electricity during the continuance of this Lease as the same shall become due. Any charge invoiced to the Tenant relating solely to the Leased Premises shall be paid directly by the Tenant. Any charge invoiced to the Landlord relating to the Building or Property which also includes the Leased Premises shall be calculated to determine the Tenants' share of the charge based on the same percentage that the square footage of the Leased Premises is to the Building (and/or Property, as the case may be). Subject to another arrangement the Parties may mutually agree upon, the Landlord shall provide the Tenant with unredacted copies of all actual utility invoices from which Landlord seeks Tenants' contribution. The Tenant shall timely remit its percentage utility payment for the Leased Premises to the Landlord.

14. Landlord's Access to Leased Premises

a. Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same, or in the case of emergency or exigent circumstances. If Landlord finds that any reasonable repairs required hereby to be made by Tenant under this Lease shall be necessary, Landlord may make written demand that Tenant make the same, and if after reasonable opportunity to comply, the Tenant refuses or neglects to make such repairs and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to Tenant for any ordinary loss or damage that may accrue to Tenant's property. If Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith, on demand, pay to Landlord the actual cost thereof plus 5% for the reasonable costs of administration. Failure of Tenant to pay such sums to Landlord within thirty (30) days of demand therefor shall constitute a default under this Lease.

b. The Parties agree that Landlord's use of the Building (other than the Leased Premises) is likely to change during the Term as the City may provide and offer other community uses or services.

c. The Parties agree that in the future there may also be an opportunity for the community to utilize some portions of the Leased Premises collaboratively, if determined feasible by the City and Next. Any changes regarding access to the Leased Premises will be agreed to in writing, and added as an Addendum to this Lease Agreement.

d. Subject to the Tenant's use and quiet enjoyment of the Leased Premises, employees or retained agents of the Landlord may temporarily access the Leased Premises when necessary to gain access to other areas of the Building for maintenance or inspection purposes.

15. Default and re-entry

In case Tenant defaults under this Agreement or any of the covenants herein contained and does not cure such default within ninety (90) days after receiving written notice from Landlord specifying the default or defaults complained of, then Landlord, its attorney, representatives, or

assigns, may re-enter and pursuant to Michigan law, repossess the Leased Premises and expel Tenant and those claiming through or under Tenant. In case of Landlord default, the Tenant shall have all rights available to it under Michigan law.

16. Quiet Enjoyment

Landlord covenants that Tenant on payment of the aforesaid rental and performance of all of the covenants herein contained shall and may peacefully and quietly have, hold, occupy, and enjoy the Leased Premises for the Term specified in this Lease.

17. Expenses on Re-entry

In the event that Landlord shall during the period covered by this Lease obtain possession of said Leased Premises by reentry, summary proceedings or otherwise due to the Tenant's default, Tenant hereby agrees to pay Landlord all reasonable expenses incurred by Landlord in obtaining possession of the Leased Premises, including attorney fees.

18. Remedies Not Exclusive

It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits or any other rights, remedies, and benefits allowed by law.

19. Waivers

One or more waivers of any covenant or condition by the Landlord or Tenant shall not be construed as a waiver of a further breach of the same covenant or condition.

20. Notices

Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at its last known post office address or at the Leased Premises and deposited in the mail with postage prepaid, and if such notice to Landlord is in writing addressed to the Birmingham City Manager, at City Hall, 151 Martin Street, Birmingham, Michigan, 48009 and deposited in the mail with postage prepaid.

21. Environmental Responsibilities

Landlord represents and warrants to Tenant that to the best of the City's current knowledge, information, and belief based upon its reasonable investigations, the Property, Building and Leased Premises are free from the presence of any hazardous material or substance as defined by any local, state or federal definition, including CERCLA, and/or otherwise known to be harmful to human health ("Hazmat"). Notwithstanding the foregoing, the Parties are aware of the potential presence of Hazmat in the form of asbestos floor tiles, ceiling tiles, and/or pipe wrap which, if left undisturbed, should present no known health risks. If during the Term hereof, any preexisting Hazmat is discovered, disturbed, released, or the currently known examples require removal, the cost of remediation shall be the sole and exclusive responsibility of the City. In such event, the Parties agree to engage in good faith negotiations over continued performance under this Agreement, including the Tenant's occupancy of the Leased Premises and any abatement of expense obligations, as the case may be. Tenant shall be responsible for any Hazmat condition created upon the Property, Building or Leased Premises after execution of this Lease and Tenant's occupancy, and which was proximately caused by the Tenant.

22. Legal Proceedings

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

23. Miscellaneous

a. Entire Agreement. This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the Landlord and Next concerning the Lease as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them, other than as attached to or set forth herein.

b. Relationship of the Parties. The relationship of the Landlord and Next shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the Parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the Landlord and Next, nor any ownership interest in the Property, Building, or Leased Premises by Next, nor shall either Party or their agent be deemed to be the agent or employee of any other party to this Agreement.

c. Amendments. No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the Parties.

d. Waiver Of Breach. No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

e. Recording. This Agreement (or a Memorandum thereof) may be recorded in the chain of title for the Property with the Office of the Oakland County Register of Deeds.

f. Authority. The Parties represent and warrant to the other that this Agreement has been approved for execution and enforcement. The City confirms it has been approved by duly authorized vote of the City Commission. Next confirms it has been approved by a duly authorized vote of its Board of Directors. The Parties further confirm that the individuals signing below are duly authorized to sign on behalf of and bind the respective Parties to this Agreement.

24. Failure To Perform

If either Party to this Agreement fails to perform its obligations hereunder, the other Party may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NEXT-YOUR PLACE TO STAY ACTIVE & CONNECTED

By:_____

Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026 before me personally appeared _____, who acknowledged that with authority on behalf of Next, he/she signed this Agreement.

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

CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026 before me personally appeared Clinton Baller, Mayor, and Alexandria D. Bingham, City Clerk, who acknowledged that with authority on behalf of the City of Birmingham, he/she signed this Agreement.

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

APPROVED:

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

The following legal description is from the site survey conducted by Raymond J. Donnelly & Associates dated December 1986.

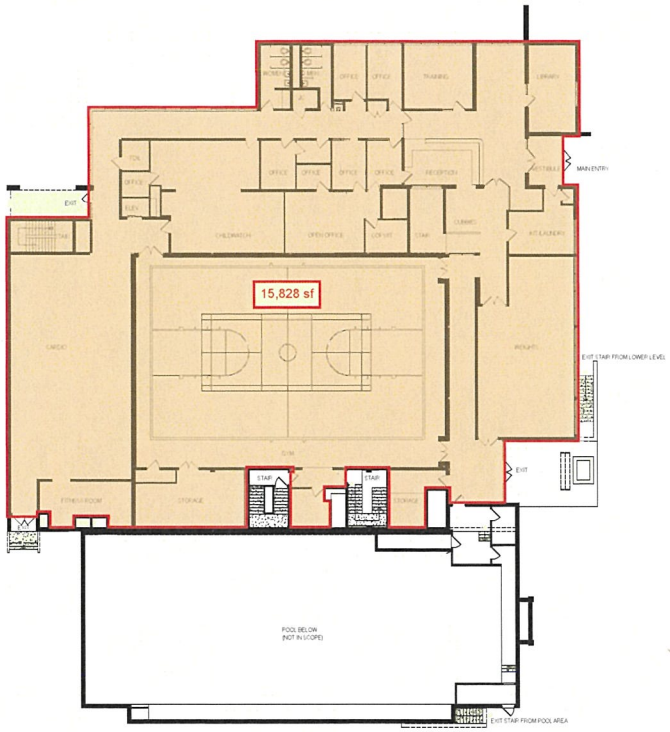
Lots 5-14 both inclusive except the northerly 3' thereof, all of lots 15, 16, 17, 18, 64, 65, 66 and 67 of "Birmingham-Woodward Subdivision" of part of the Northwest ¼ of the Southeast ¼ of Section 36, T. 2N, R. 10E. Bloomfield Twp., Oakland County, Michigan, Recorded in L. 40, /P. 23 of Plats, Oakland County Records.

Commonly known as: 400 E. Lincoln Street, Birmingham, Michigan 48009

Tax Parcel No.: 08-19-36-403-032

Exhibit B

"Leased Premises" is shaded 1st Floor. Current "as is" depiction will be redeveloped and revised as agreed between the City and Next



MEMORANDUM

Engineering Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, City Engineer

SUBJECT: Capital Improvements Project – North Old Woodward from Oak Street to Woodward Ave

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INTRODUCTION:

Road construction is planned for North Old Woodward Avenue from Oak Street to Woodward Avenue in fiscal year 2026-2027. Funding for design engineering was included in the current fiscal year budget to facilitate bidding for construction services in May and June, award of contract in July, and commencement of construction following the Woodward Dream Cruise in August 2026. The Engineering Department is seeking approval of the project design prior to finalizing construction plans.

BACKGROUND:

The North Old Woodward project includes replacement of the 8-inch water main installed in 1928, minor sewer improvements, and roadway repaving within the project limits. City staff identified improvements to lane widths that could be made in the project area. These two concepts have not been reviewed by the Multi-Modal Transportation Board (MMTB) as the Board is not currently meeting.

Concept 1: Add bump outs to the existing parking spaces, provide pavement markings for the parking spaces, and reduce the lane width to match the existing conditions on North Old Woodward just north of Oak. Currently, it has been observed by the Engineering Department that vehicles driving southbound on North Old Woodward will pass vehicles waiting to turn left into the gas station. This occurs due to the existing large lane widths.

Concept 2: This includes all the elements of Concept 1, with the additional extension of the left-hand turn lane north of the gas station driveway on the east side of North Old Woodward. This configuration will allow traffic to continue southbound on North Old Woodward while turning vehicles will queue in the designated turn lane. However, this concept will reduce the number of on-street parking spaces on the west side of North Old Woodward.

LEGAL REVIEW:

The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:
The proposed enhancement of the North Old Woodward Project has been anticipated in the Capital Improvements Fund and budgeted for construction in FY 2026–2027.

SUSTAINABILITY:
The design of the project removes some of the existing road pavement and converts it to a green space that will decrease storm runoff entering the City's system.

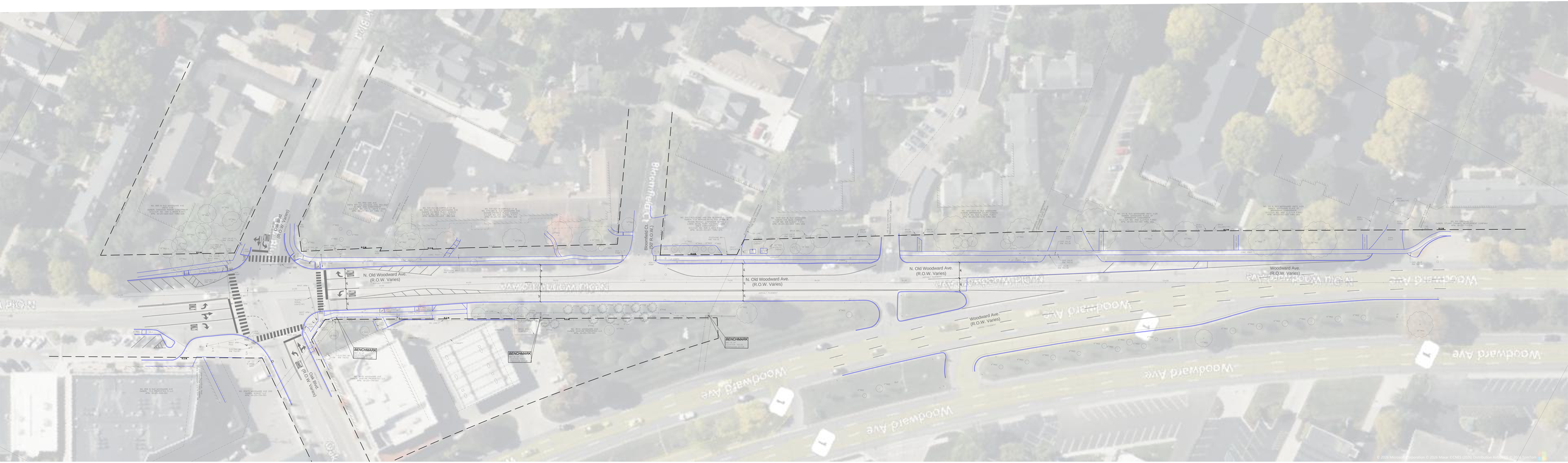
DESIGN CONSIDERATIONS:
ADA design standards will be followed on this project, including on-street parking spaces.

PUBLIC COMMUNICATIONS:
The Engineering Department will hold a property owner/resident meeting at the beginning of June to discuss the project with nearby property owners.

SUMMARY:
The Engineering Department requests that the City Commission consider Concept 2 for the proposed design for the North Old Woodward Project.

ATTACHMENTS:
1. Existing Conditions
2. Concept 1
3. Concept 2

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the proposed Concept 2 for the North Old Woodward Project.

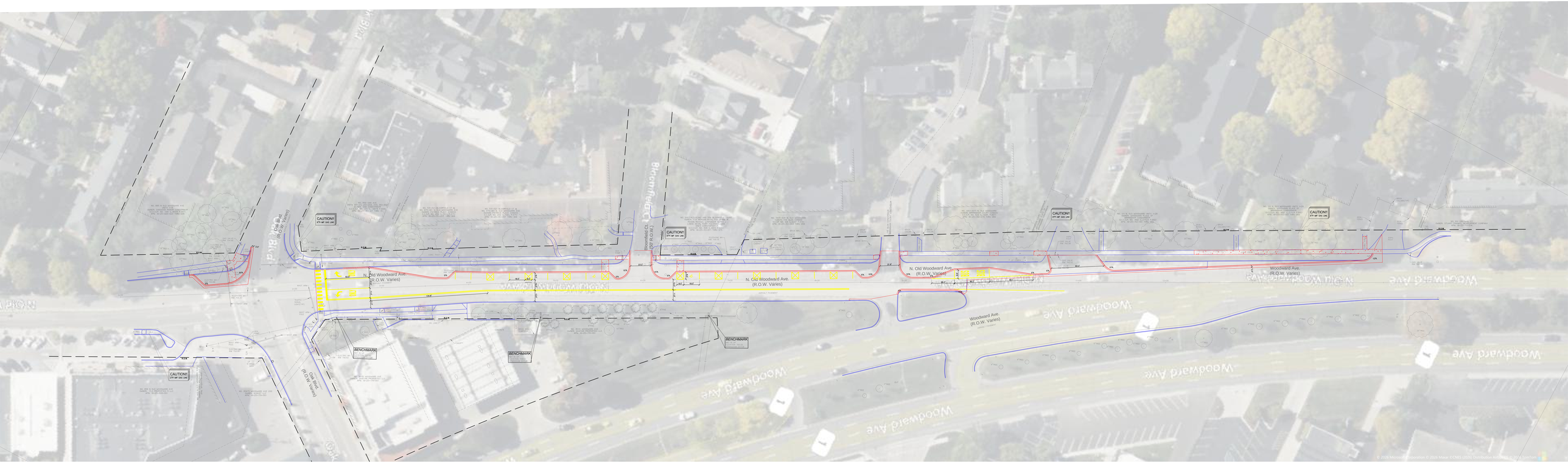


N. WOODWARD AVE. EXISTING CONDITIONS

1" = 20'

NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257
WWW.NFE-ENGR.COM



N. WOODWARD AVE. CONCEPT 1

1" = 20'

NF ENGINEERS
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LAND SURVEYORS
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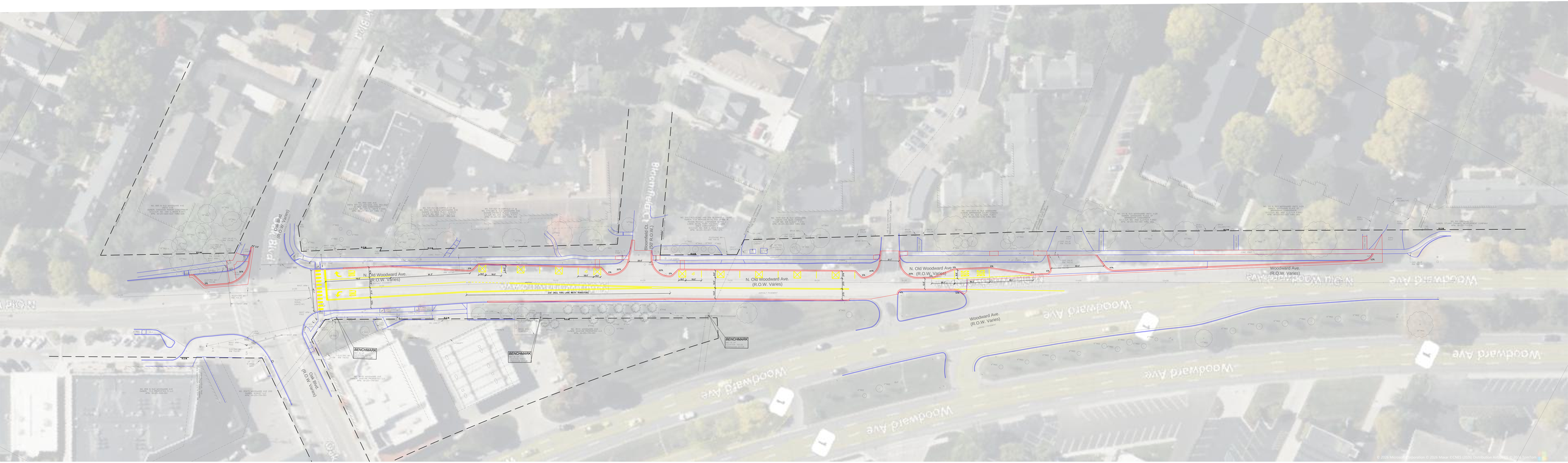

N. WOODWARD AVE. CONCEPT 2

1" = 20'

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MEMORANDUM

City Clerk's Office

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Tracy Gaudenzi, City Attorney

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

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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.

BACKGROUND:
Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation for The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

LEGAL REVIEW:
I am requesting closed session on Monday, February 23, 2026 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

FISCAL IMPACT:
To be discussed in closed session.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:

The Commission is being asked to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

ATTACHMENTS:

1. OPEN MEETINGS ACT (EXCERPT)

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled The City of Birmingham v The Community House Association, Birmingham, Michigan, Oakland County Circuit/Business Court Case No.: 2025-219218 CB Honorable Michael Warren.

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

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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."

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

TCH sale with proceeds to Birmingham Area Community Foundation

1 message

'Kristy Barrett' via City Commission <city-commission@bhamgov.org> Sat, Feb 7, 2026 at 12:28 PM
Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: "Kristy H. Barrett" <kristybarrett1@yahoo.com>

Birmingham City Commission,

Many in the community appreciate your decision to pursue litigation regarding the proposed sale of The Community House (TCH) in the interest of Birmingham residents, donors, and volunteers. Although this correspondence will not be included in the packet for the February 9, 2026, meeting, I believe the information should be made public. Accordingly, I am submitting the attached document for the public record.

Included are the Birmingham Area Community Foundation (BACF) LARA filing and Articles of Incorporation. These documents suggest that while TCH was actively soliciting private donations and relying on volunteer support, it was simultaneously preparing the formation of BACF. This raises concerns about whether TCH intended to continue serving the Birmingham community that helped build its equity. Notably, these filings appear to have been developed during the same period that volunteers were working to support the OUR TOWN event.

The Articles of Incorporation further state that, upon dissolution, BACF assets would be:

> *"distributed to The Community Foundation of Southeast Michigan to establish, if possible, a supporting organization or, alternatively, a donor-advised fund that continues to make grants in support of the mission of the Birmingham Area Community Foundation."*

This provision suggests that proceeds would not necessarily (possibly never intended to) remain in Birmingham. The Articles were filed on October 27, 2025, followed shortly thereafter by Crain's announcement of the TCH sale on November 3, 2025.

The BACF address is listed as 1221 Bowers Street, a post office location. The resident agent is Lara Lindsey Eliason, TCH's Vice President of Financial Services. Ms. Eliason resides in Northville, and TCH President Alison Gaudreau resides in Clarkston. These facts underscore the importance for donors and volunteers to carefully evaluate the organizations they support and the ultimate destination of charitable assets.

Attached are the LARA filing and links to both BACF and the Community Foundation of Southeast Michigan (CFSEM) for reference.

Respectfully,

Kristy Barrett

BACF

Birmingham Area Community Foundation | founded by The Community House

Birmingham Area Community Foundation | founded by The Community House

CFSEM

Community Foundation for Southeast Michigan

Community Foundation for Southeast Michigan

The Community Foundation for Southeast Michigan initiates, protects, nurtures and creates philanthropic efforts ...

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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/900929956.104937.1770485323657%40mail.yahoo.com.

C0571-8940 BAC Foundation.pdf
317K

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Community House Lawsuit

1 message

Bryce Westfall <westfallbryce@gmail.com> Fri, Feb 6, 2026 at 3:44 PM
To: city-commission@bhamgov.org

Dear Birmingham Commissioners,

As a resident of Birmingham, I've been following the news regarding the proposed sale of the Community House to the Jewish Federation. It is my understanding that there is going to be a hearing regarding this matter and the lawsuit that the city has filed to block the sale of the Community House.

I'm writing to respectfully ask that the lawsuit be dropped so that the sale can proceed. Given that the highly regarded Jewish Federation has agreed to the nonprofit deed restrictions and the subsequent new community foundation that will result, it appears to me that this is a win-win for all involved. I appreciate that there was concern about the use and purpose of the building being modified and reassured that the building will be used in a similar fashion as it has historically been utilized.

Thank you for your service to our city and for your attention to this important matter.

Respectfully, Bryce Westfall
1264 Holland St., Birmingham, MI.

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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/82C9A0E2-7398-4309-9F59-393463972213%40gmail.com.

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, March 23, 2026, the Birmingham City Commission intends to appoint the following positions to the Multi-Modal Transportation Board:

- Two regular members to serve three-year terms to expire March 24, 2029

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, March 18, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven-member board shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have be a qualified elector or property owner in Birmingham.

Criteria/Qualifications	Date Applications Due (by noon)	Date of Interview
The seven-member board shall be composed of the following: • one pedestrian advocate member • one member with a mobility or vision impairment • one member with traffic-focused education and/or experience • one bicycle advocate member • one member with urban planning, architecture or design education and/or experience	3/18/2026	3/23/2026

• two members at large living in different geographical areas of the City		

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

MEMORANDUM

FINANCE

DATE: February 16, 2025
TO: Jana L. Ecker, City Manager
FROM: Mary J. Chavez, Finance Director, Treasurer
SUBJECT: 2nd Quarter Budget Report

Background

Chapter 7, Section 3(b) of the City Charter requires the Director of Finance to report on the condition of the City quarterly. Quarterly reports are prepared for the first 3 quarters of the year with the annual audit serving as the 4th quarter report. Only the following funds are reported quarterly because by State law they require a budget: General Fund, Greenwood Cemetery Perpetual Care Fund, Major and Local Street Funds, Solid Waste Fund, Senior Services Fund, Community Development Block Grant Fund, Law and Drug Enforcement Fund, Opioid Settlement Fund, Baldwin Public Library Fund, Principal Shopping District Fund, Brownfield Redevelopment Authority Fund, Triangle District Corridor Improvement Authority Fund, and the Debt Service Fund.

Below are the second quarter 2025-2026 fiscal year financial reports. The reports compare budget to actual for the current year and the prior fiscal year for the same quarter. This allows meaningful comparisons between fiscal years as well as percentage of budget received/spent for the year. Budget discussions will follow each fund's financial information.

Through December 31st, 50% of the fiscal year is over. However, some revenues and expenditures are not received/spent on a prorated amount every quarter. To the extent that the percentage of budget is materially different than the 50%, this will be noted in the discussion.

General Fund

Revenues are approximately $5.6M higher than the previous year as a result of an increase in tax revenue of approximately $5.1M, an increase in state grants of $.4M, and an increase in interest and rent of $.1M. Taxes increased as a result of increase in taxable value. State grant revenue increased due to earlier recognition of state shared revenue compared to the prior year. The increase in interest and rent is largely the result of higher interest rates.

Federal, State, and Local Grant funds and Special Assessments are below expected budget due to timing of when the revenues are received.

Total current year-to-date expenditures for the General Fund are higher than the prior year by approximately $2.8M. Most of the difference is due to an increase in transfers out to the Major Street fund.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$38,853,740	$38,774,583	100%	$33,767,930	$33,688,881	100%
SPECIAL ASSESSMENTS	$731,890	$85,444	12%	$606,290	$20,454	3%
LICENSES & PERMITS	$2,721,350	$1,782,413	66%	$2,787,530	$2,157,794	77%
FEDERAL GRANTS	$356,500	$37,892	11%	$139,000	$54,975	40%
STATE GRANTS	$2,881,500	$1,091,165	38%	$3,100,300	$654,950	21%
LOCAL CONTRIBUTIONS	$139,000	$38,810	28%	$143,790	$72,791	51%
CHARGES FOR SERVICES	$4,117,890	$2,053,237	50%	$3,587,440	$1,806,258	50%
INTEREST & RENT	$1,825,300	$968,324	53%	$1,366,500	$818,236	60%
FINES & FORFEITURES	$2,075,020	$804,067	39%	$1,765,000	$760,180	43%
OTHER REVENUE	$59,250	$21,582	36%	$50,600	$15,328	30%
OTHER FINANCING SOURCES	$100,000	$50,000	50%	$100,000	$50,000	50%
USE OF FUND BALANCE	$1,594,440	–	0%	$2,999,520	–	0%
REVENUES TOTAL	**$55,455,880**	**$45,707,519**	**82%**	**$50,413,900**	**$40,099,848**	**80%**

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
EXPENDITURES						
GENERAL GOVERNMENT	$7,375,819	$3,132,000	42%	$6,974,379	$2,904,973	42%
JUDICIAL	$2,113,940	$1,492,382	71%	$1,901,460	$932,962	49%
PUBLIC SAFETY	$22,066,917	$10,150,870	46%	$21,760,443	$10,232,811	47%
PUBLIC WORKS	$6,724,617	$2,654,450	39%	$6,656,882	$2,954,424	44%
HEALTH AND WELFARE	$615,570	$184,579	30%	$1,298,840	$177,853	14%
COMMUNITY AND ECONOMIC DEVELOPMENT	$1,363,180	$345,948	25%	$937,762	$338,155	36%
RECREATION AND CULTURE	$4,023,847	$1,686,922	42%	$4,202,214	$1,490,194	35%
TRANSFERS OUT AND OTHER FINANCING USES	$11,171,990	$5,595,995	50%	$6,681,920	$3,335,960	50%
Description pending	$0	–	–	$0	–	–
EXPENDITURES TOTAL	**$55,455,880**	**$25,243,146**	**46%**	**$50,413,900**	**$22,367,330**	**44%**

Greenwood Cemetery Perpetual Care Fund

Cemetery perpetual care revenue has increased significantly from the prior year due to an increase in lot sales. No expenditures have been budgeted for this fiscal year.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
CHARGES FOR SERVICES	$40,000	$78,000	195%	$40,000	$51,930	130%
INTEREST & RENT	$43,000	$27,256	63%	$35,500	$22,713	64%
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	-$83,000	–	0%	-$75,500	–	0%
REVENUES TOTAL	**$0**	**$105,256**	**–**	**$0**	**$74,643**	**–**
EXPENDITURES						
PUBLIC WORKS	$0	–	–	$0	–	–
EXPENDITURES TOTAL	**$0**	**–**	**–**	**$0**	**–**	**–**

Major Street Fund

Total revenues are higher than the previous year by approximately $2.2 as a result of a increase in funding from the General Fund. State funding is at 21% of budget as a result of November and December road funding being received after the quarter ended.

Overall expenditures are $1.7M higher than the previous year as a result of the timing of construction and the amendment to include additional work in the Adams Road resurfacing project.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
SPECIAL ASSESSMENTS	$241,800	–	0%	$0	–	–
FEDERAL GRANTS	$0	–	–	$0	–	–
STATE GRANTS	$3,174,940	$654,744	21%	$2,567,880	$652,844	25%
LOCAL CONTRIBUTIONS	$73,358	$73,358	100%	$72,250	–	0%
CHARGES FOR SERVICES	$0	$33,366	–	$0	$33,513	–
INTEREST & RENT	$56,300	$117,363	208%	$72,000	$102,027	142%

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
OTHER REVENUE	$0	$5,028	–	$0	$5,000	–
OTHER FINANCING SOURCES	$6,000,000	$3,000,000	50%	$1,750,000	$875,000	50%
USE OF FUND BALANCE	$3,017,951	–	0%	$5,937,386	–	0%
REVENUES TOTAL	**$12,564,349**	**$3,883,859**	**31%**	**$10,399,516**	**$1,668,384**	**16%**
EXPENDITURES						
PUBLIC WORKS						
FINANCE DEPARTMENT	$23,070	$12,580	55%	$21,410	$10,940	51%
TRAFFIC CONTROLS	$1,988,882	$635,861	32%	$1,967,852	$178,763	9%
TRAFFIC ENGINEERING	$45,580	$14,890	33%	$44,630	$14,615	33%
CONSTRUCTION	$8,941,460	$2,266,747	25%	$6,947,180	$1,019,938	15%
BRIDGE MAINTENANCE	$100,000	$0	0%	$110,000	$9,465	9%
STREET MAINTENANCE	$340,262	$123,112	36%	$400,035	$114,196	29%
STREET CLEANING	$245,710	$71,317	29%	$210,180	$47,069	22%
STREET TREES	$613,805	$214,283	35%	$462,130	$214,031	46%
SNOW AND ICE CONTROL	$183,580	$53,923	29%	$156,100	$27,188	17%
HIGHWAYS & STREETS	$82,000	$20,373	25%	$80,000	$26,719	33%
PUBLIC WORKS TOTAL	**$12,564,349**	**$3,413,087**	**27%**	**$10,399,516**	**$1,662,924**	**16%**
TRANSFERS OUT AND OTHER FINANCING USES	$0	–	–	$0	–	–
EXPENDITURES TOTAL	**$12,564,349**	**$3,413,087**	**27%**	**$10,399,516**	**$1,662,924**	**16%**

Local Street Fund

Total revenues for the year are approximately $.3M lower than the previous year as a result of lower transfers from the General Fund. As with the Major Street Fund, state grants are generally received two months after the close of the month which explains the low budget to actual variance.

Expenditures are approximately $1M lower than the previous year due to lower construction costs as the projects have not yet been billed or paid.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
SPECIAL ASSESSMENTS	$883,950	$104,915	12%	$537,160	$63,364	12%
FEDERAL GRANTS	$0	–	–	$0	–	–
STATE GRANTS	$813,400	$263,701	32%	$780,300	$262,857	34%
LOCAL CONTRIBUTIONS	$0	–	–	$0	–	–
CHARGES FOR SERVICES	$0	$100,098	–	$0	$100,538	–
INTEREST & RENT	$20,880	$85,009	407%	$114,100	$78,764	69%
OTHER REVENUE	$5,000	$26,344	527%	$5,000	$5,804	116%
OTHER FINANCING SOURCES	$4,013,000	$2,006,500	50%	$4,750,000	$2,375,000	50%
USE OF FUND BALANCE	$2,342,565	–	0%	$3,870,741	–	0%
REVENUES TOTAL	**$8,078,795**	**$2,586,567**	**32%**	**$10,057,301**	**$2,886,326**	**29%**
EXPENDITURES						
PUBLIC WORKS						
FINANCE DEPARTMENT	$32,610	$17,180	53%	$29,350	$14,755	50%
TRAFFIC CONTROLS	$34,580	$15,072	44%	$34,550	$15,403	45%
TRAFFIC ENGINEERING	$47,180	$24,470	52%	$46,230	$19,810	43%
CONSTRUCTION	$5,643,440	$1,001,031	18%	$7,813,742	$2,132,187	27%

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
BRIDGE MAINTENANCE	$67,000	–	0%	$80,000	$4,999	6%
STREET MAINTENANCE	$498,410	$252,776	51%	$534,979	$196,710	37%
STREET CLEANING	$367,160	$214,657	58%	$324,140	$208,678	64%
STREET TREES	$1,210,215	$549,497	45%	$1,038,969	$572,674	55%
SNOW AND ICE CONTROL	$146,200	$47,927	33%	$125,340	$27,656	22%
HIGHWAYS & STREETS	$32,000	$6,791	21%	$30,000	$8,906	30%
PUBLIC WORKS TOTAL	**$8,078,795**	**$2,129,400**	**26%**	**$10,057,301**	**$3,201,777**	**32%**
EXPENDITURES TOTAL	**$8,078,795**	**$2,129,400**	**26%**	**$10,057,301**	**$3,201,777**	**32%**

Solid Waste Fund

Revenues and expenditures are approximately the same as the prior fiscal year.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$2,418,990	$2,423,743	100%	$2,338,490	$2,341,264	100%
STATE GRANTS	$5,000	$3,718	74%	$5,000	$3,939	79%
CHARGES FOR SERVICES	$0	$960	–	$0	$960	–
INTEREST & RENT	$64,700	$40,541	63%	$60,000	$35,295	59%
OTHER REVENUE	$0	–	–	$0	$241	–
USE OF FUND BALANCE	$4	–	0%	$3	–	0%
REVENUES TOTAL	**$2,488,694**	**$2,468,962**	**99%**	**$2,403,493**	**$2,381,699**	**99%**
EXPENDITURES						
PUBLIC WORKS	$2,488,694	$1,125,294	45%	$2,403,493	$1,120,530	47%
EXPENDITURES TOTAL	**$2,488,694**	**$1,125,294**	**45%**	**$2,403,493**	**$1,120,530**	**47%**

Senior Services Fund

On November 7, 2023, the City of Birmingham voters approved a .33 millage for a three-year term, ending July 1, 2027 for a Senior Services Fund. This fund was established to provide for improvements to the newly purchased senior center building and/or other senior services. Once an analysis of the senior center is completed, a plan for the use of this funding will be established.

Currently there is $1.2M in revenue generated for this fiscal year. No expenditures have been budgeted for this fiscal year.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$1,188,560	$1,187,912	100%	$1,136,250	$1,127,787	99%
STATE GRANTS	$0	$1,790	–	$0	–	–
INTEREST & RENT	$70,000	$35,342	50%	$28,000	$13,256	47%
USE OF FUND BALANCE	-$1,258,560	–	0%	-$1,164,250	–	0%
REVENUES TOTAL	**$0**	**$1,225,044**	**–**	**$0**	**$1,141,043**	**–**

	BUDGET	YTD ACTUAL	BUDGET - PRIOR YR		YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
EXPENDITURES						
HEALTH AND WELFARE	$0	–	–	$0	–	–
EXPENDITURES TOTAL	**$0**	**–**	**–**	**$0**	**–**	**–**

Brownfield Redevelopment Authority Fund

Revenues are approximately lower by $.3M than the prior year. This is the result of the final reimbursement to 2400 Lincoln brownfield site.

Reimbursement to developers for site contamination were paid in October 2025.

December 31

	BUDGET	YTD ACTUAL	BUDGET - PRIOR YR		YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$284,760	$275,750	97%	$580,670	$562,855	97%
STATE GRANTS	$0	–	–	$0	–	–
CHARGES FOR SERVICES	$0	–	–	$0	–	–
INTEREST & RENT	$4,000	$6,827	171%	$4,000	$3,731	93%
OTHER REVENUE	$10,000	–	0%	$10,000	–	0%
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	-$4,000	–	0%	-$4,000	–	0%
REVENUES TOTAL	**$294,760**	**$282,577**	**96%**	**$590,670**	**$566,585**	**96%**
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	$294,760	$227,727	77%	$590,670	$483,909	82%
EXPENDITURES TOTAL	**$294,760**	**$227,727**	**77%**	**$590,670**	**$483,909**	**82%**

Triangle District Corridor Improvement Authority Fund

The City is attempting to re-engage with the County regarding tax capture for the district. To-date no property taxes have been captured and no funds spent on this activity.

December 31

	BUDGET	YTD ACTUAL	BUDGET - PRIOR YR		YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$0	–	–	$0	–	–
INTEREST & RENT	$600	$364	61%	$600	$328	55%
OTHER REVENUE	$0	–	–	$0	–	–
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	-$600	–	0%	-$600	–	0%
REVENUES TOTAL	**$0**	**$364**	**–**	**$0**	**$328**	**–**
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	$0	–	–	$0	–	–
EXPENDITURES TOTAL	**$0**	**–**	**–**	**$0**	**–**	**–**

Indigent Defense Fund

Revenues depend on grant funding and are lower than the prior year due to timing differences. Expenditures are approximately the same as the prior fiscal year.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
STATE GRANTS	$489,500	$187,019	38%	$489,500	$303,010	62%
LOCAL CONTRIBUTIONS	$17,600	$3,583	20%	$17,600	–	0%
INTEREST & RENT	$7,600	$6,442	85%	$7,600	$5,908	78%
USE OF FUND BALANCE	$0	–	–	$0	–	–
REVENUES TOTAL	**$514,700**	**$197,044**	**38%**	**$514,700**	**$308,918**	**60%**
EXPENDITURES						
HEALTH AND WELFARE	$514,700	$226,486	44%	$514,700	$230,060	45%
EXPENDITURES TOTAL	**$514,700**	**$226,486**	**44%**	**$514,700**	**$230,060**	**45%**

Law and Drug Enforcement Fund

Revenues are dependent on receipt of forfeited property proceeds as a result of prosecution of drug cases.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
FEDERAL GRANTS	$0	–	–	$0	–	–
INTEREST & RENT	$6,000	$5,536	92%	$6,000	$5,109	85%
FINES & FORFEITURES	$25,000	$48,452	194%	$25,000	$18,491	74%
OTHER REVENUE	$0	–	–	$0	–	–
USE OF FUND BALANCE	-$18,500	–	0%	$1,900	–	0%
REVENUES TOTAL	**$12,500**	**$53,988**	**432%**	**$32,900**	**$23,600**	**72%**
EXPENDITURES						
PUBLIC SAFETY	$12,500	$4,911	39%	$32,900	$19,478	59%
EXPENDITURES TOTAL	**$12,500**	**$4,911**	**39%**	**$32,900**	**$19,478**	**59%**

Principal Shopping District

Revenues and expenditures are approximately the same as the prior fiscal year. Special assessments are normally billed in January.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
SPECIAL ASSESSMENTS	$1,254,070	$13,309	1%	$1,202,710	$12,196	1%
FEDERAL GRANTS	$0	–	–	$0	–	–
LOCAL CONTRIBUTIONS	$0	–	–	$0	–	–
CHARGES FOR SERVICES	$25,000	$25,000	100%	$25,000	$25,000	100%

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
INTEREST & RENT	$46,900	$28,391	61%	$36,000	$22,905	64%
OTHER REVENUE	$230,000	$149,455	65%	$230,000	$162,891	71%
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	$123,770	–	0%	$62,619	–	0%
REVENUES TOTAL	**$1,679,740**	**$216,155**	**13%**	**$1,556,329**	**$222,992**	**14%**
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	$1,679,740	$698,683	42%	$1,556,329	$670,029	43%
EXPENDITURES TOTAL	**$1,679,740**	**$698,683**	**42%**	**$1,556,329**	**$670,029**	**43%**

Baldwin Public Library Fund

Revenues are approximately $.2M higher than the previous year as a result of an increase in property tax revenue.

Expenditures are approximately the same as the prior fiscal year.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$4,667,550	$4,680,258	100%	$4,482,490	$4,491,448	100%
FEDERAL GRANTS	$0	$1,800	–	$0	–	–
STATE GRANTS	$45,000	$7,132	16%	$45,000	$7,011	16%
LOCAL CONTRIBUTIONS	$1,167,400	$479,338	41%	$1,134,860	$461,352	41%
CHARGES FOR SERVICES	$28,950	$15,683	54%	$27,500	$15,825	58%
INTEREST & RENT	$15,000	$70,929	473%	$5,000	$48,558	971%
FINES & FORFEITURES	$7,000	$3,231	46%	$5,000	$4,426	89%
OTHER REVENUE	$500	$49	10%	$0	$66	–
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	-$654,890	–	0%	-$655,210	–	0%
REVENUES TOTAL	**$5,276,510**	**$5,258,420**	**100%**	**$5,044,640**	**$5,028,687**	**100%**
EXPENDITURES						
RECREATION AND CULTURE	$5,276,510	$2,582,900	49%	$5,044,640	$2,414,033	48%
EXPENDITURES TOTAL	**$5,276,510**	**$2,582,900**	**49%**	**$5,044,640**	**$2,414,033**	**48%**

Community Development Block Grant Fund

Revenues and expenditures are lower than the prior year, as they are determined by reimbursement requests.

CDBG expenditures for this fiscal year represent work for yard services and minor home repair.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
FEDERAL GRANTS	$35,950	$3,448	10%	$84,970	$1,667	2%
USE OF FUND BALANCE	$0	–	–	$0	–	–
REVENUES TOTAL	**$35,950**	**$3,448**	**10%**	**$84,970**	**$1,667**	**2%**

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
EXPENDITURES						
HEALTH AND WELFARE	$35,950	$3,448	10%	$84,970	$1,667	2%
EXPENDITURES TOTAL	**$35,950**	**$3,448**	**10%**	**$84,970**	**$1,667**	**2%**

Opioid Settlement Fund

This fund accounts for the distribution of the national opioid settlement with pharmaceutical companies. Funds from this settlement are restricted to prevention and treatment programs and recovery services.

Revenues are dependent on periodic receipts from settlements throughout the fiscal year. There were no recorded expenditures related to mental health co-responders for this quarter.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
INTEREST & RENT	$1,000	$1,692	169%	$1,000	$1,398	140%
OTHER REVENUE	$50,000	$21,025	42%	$50,000	$33,173	66%
USE OF FUND BALANCE	-$1,000	–	0%	-$1,000	–	0%
REVENUES TOTAL	**$50,000**	**$22,717**	**45%**	**$50,000**	**$34,571**	**69%**
EXPENDITURES						
HEALTH AND WELFARE	$50,000	–	0%	$50,000	$8,367	17%
EXPENDITURES TOTAL	**$50,000**	**–**	**0%**	**$50,000**	**$8,367**	**17%**

Debt Service Fund

Budgeted revenues and expenditures are based on scheduled debt service payments. Expenditures are at 76% spent for the year as a result of making a principal payment in September.

December 31

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	$823,280	$832,482	101%	$788,860	$790,844	100%
STATE GRANTS	$3,000	$1,249	42%	$1,670	$2,741	164%
INTEREST & RENT	$8,300	$6,098	73%	$3,300	$5,201	158%
OTHER REVENUE	$0	–	–	$0	–	–
OTHER FINANCING SOURCES	$0	–	–	$0	–	–
USE OF FUND BALANCE	$0	–	–	$0	–	–
REVENUES TOTAL	**$834,580**	**$839,828**	**101%**	**$793,830**	**$798,785**	**101%**
EXPENDITURES						
DEBT SERVICE	$834,580	$636,461	76%	$793,830	$580,361	73%
EXPENDITURES TOTAL	**$834,580**	**$636,461**	**76%**	**$793,830**	**$580,361**	**73%**

MEMORANDUM

Finance Department

DATE: February 23, 2026

TO: Jana Ecker, City Manager

FROM: Mary Chavez, Finance Director

SUBJECT: 2nd Quarter Investment Report

Public Act 213 of 2007 requires investment reporting on the City's general investments to be provided to the City Commission on a quarterly basis. This information is also required to be provided annually, which the City has and will continue to include within the audited financial statements.

General investments of the City are governed by state law and the City's General Investment Policy approved by the City Commission. The services of an outside investment advisor are utilized to assist the treasurer in determining which types of investments are most appropriate and permitted under the investment policy, maximize the return on the City's investments within investment policy constraints and provide for cash flow needs.

The two primary objectives for investment of City funds are the preservation of principal and liquidity to protect against losses and provide sufficient funds to enable the City to meet all operating requirements that might be reasonably anticipated. Investment activities include all City funds except the retirement and retiree health-care funds as follows:

- General Fund
- Permanent Funds
- Special Revenue Funds
- Capital Projects Fund
- Enterprise Funds
- Debt Service Funds
- Component Unit Funds
- Internal Service Funds

Overall, the City has $166.3 million invested in various securities according to its general investment policy as of December 31, 2025.

The City has two pooled funds (CLASS Pool and J-Fund), which are used to meet payroll, contractor and other accounts payable needs. As indicated on the attached schedule, there is

approximately $25.5 million invested in pooled funds at the end of December. A maximum of 50% of the portfolio may be invested in pooled funds that meet state guidelines. The amount currently invested in pooled funds is 15%.

The City also holds approximately $92 million, or 55%, of its investments in treasury notes and bills, which are obligations of the United States. The maximum amount of investments that may be held in government securities is 100%.

Investments in federal agencies total approximately $48.8 million, or 29%, of the City's investments. The maximum amount of the portfolio that may be invested in federal agencies is 75%.

The Investment Policy requires that the average maturity of the portfolio may not exceed two and one-half years. The current average maturity of the portfolio is 2.0 years.

ATTACHMENTS:

1. Portfolio Summary - 2025-2026

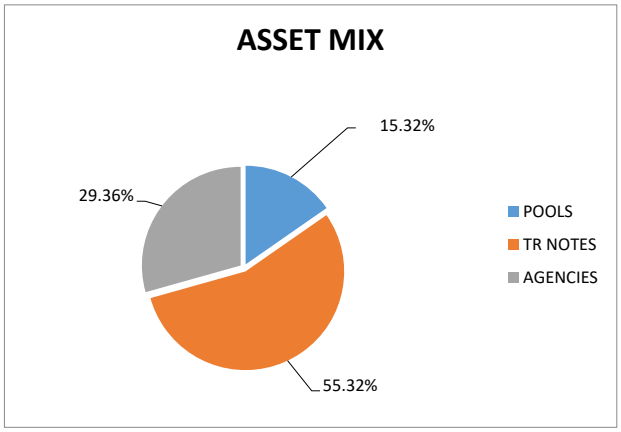
CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY

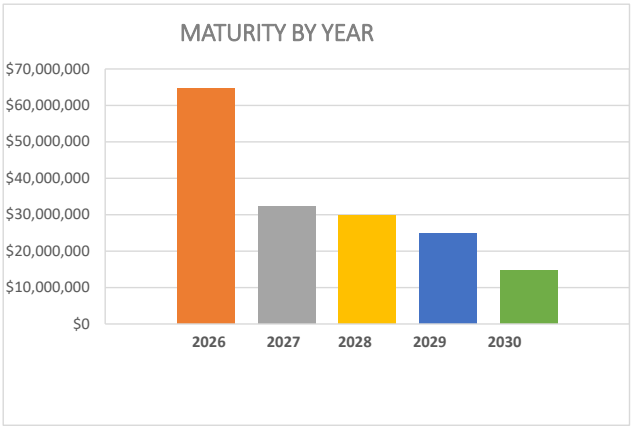
12/31/2025

YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	CURRENT MARKET VALUE	PAR VALUE	COST	YEARLY TOTAL
	1/31/2026	CLASS POOL	4.283%	CITY	2,545,661.11	2,545,661.11	2,545,661.11	
	1/31/2026	J FUND	3.930%	CITY	22,936,741.86	22,936,741.86	22,936,741.86	
								25,482,402.97
2026	1/15/2026	TR NOTE	5.005%	INSIGHT	4,000,160.00	4,000,000.00	3,957,669.66	
	2/19/2026	TR NOTE	3.854%	INSIGHT	1,990,500.00	2,000,000.00	1,964,034.00	
	2/25/2026	AGENCY	3.577%	INSIGHT	1,499,145.00	1,500,000.00	1,487,659.50	
	3/19/2026	TR NOTE	3.721%	INSIGHT	1,985,120.00	2,000,000.00	1,959,482.44	
	3/31/2026	TR NOTE	4.144%	INSIGHT	2,990,130.00	3,000,000.00	2,816,142.86	
	4/15/2026	TR NOTE	3.750%	INSIGHT	2,000,940.00	2,000,000.00	1,963,131.70	
	4/30/2026	TR NOTE	3.939%	INSIGHT	1,981,660.00	2,000,000.00	1,959,147.33	
	5/26/2026	AGENCY	5.015%	INSIGHT	1,947,983.10	1,965,000.00	1,797,385.50	
	6/15/2026	TR NOTE	3.907%	INSIGHT	2,005,560.00	2,000,000.00	2,003,209.83	
	6/16/2026	AGENCY	4.203%	INSIGHT	2,998,230.00	3,000,000.00	2,928,240.00	
	7/15/2026	TR NOTE	4.500%	INSIGHT	2,010,260.00	2,000,000.00	2,032,116.08	
	7/27/2026	AGENCY	4.412%	INSIGHT	1,507,140.00	1,500,000.00	1,504,590.00	
	8/14/2026	AGENCY	4.731%	INSIGHT	1,508,235.00	1,500,000.00	1,490,415.00	
	9/11/2026	AGENCY	4.963%	INSIGHT	2,017,300.00	2,000,000.00	1,995,156.00	
	10/15/2026	TR NOTE	4.847%	INSIGHT	3,024,180.00	3,000,000.00	2,981,611.61	
	11/15/2026	TR NOTE	4.852%	INSIGHT	1,973,580.00	2,000,000.00	1,838,131.70	
	11/19/2026	AGENCY	3.710%	INSIGHT	2,001,520.00	2,000,000.00	1,998,340.00	
	12/18/2026	AGENCY	4.790%	INSIGHT	1,837,498.00	1,885,000.00	1,675,380.46	
								39,279,141.10
2027	1/15/2027	TR NOTE	4.082%	INSIGHT	4,019,200.00	4,000,000.00	4,016,888.40	
	2/15/2027	TR NOTE	4.267%	INSIGHT	1,509,840.00	1,500,000.00	1,495,669.09	
	3/15/2027	TR NOTE	3.463%	INSIGHT	2,016,960.00	2,000,000.00	2,036,959.83	
	3/31/2027	TR NOTE	4.071%	INSIGHT	1,481,430.00	1,500,000.00	1,406,430.81	
	4/15/2027	TR NOTE	3.682%	INSIGHT	2,024,620.00	2,000,000.00	2,025,319.20	
	4/30/2027	TR NOTE	4.867%	INSIGHT	1,485,465.00	1,500,000.00	1,398,930.81	
	5/5/2027	TR NOTE	4.265%	INSIGHT	1,519,920.00	1,500,000.00	1,508,266.74	
	6/30/2027	TR NOTE	3.701%	INSIGHT	1,989,680.00	3,000,000.00	2,943,867.19	
	7/15/2027	TR NOTE	4.111%	INSIGHT	1,519,920.00	1,500,000.00	1,509,965.96	
	8/15/2027	TR NOTE	4.510%	INSIGHT	1,912,072.50	1,950,000.00	1,799,643.25	
	9/30/2027	TR NOTE	4.005%	INSIGHT	1,516,050.00	1,500,000.00	1,507,851.56	
	10/13/2027	AGENCY	4.885%	INSIGHT	3,062,100.00	3,000,000.00	2,985,456.00	
	10/15/2027	TR NOTE	3.608%	INSIGHT	2,013,360.00	2,000,000.00	2,010,709.83	
	11/15/2027	TR NOTE	2.250%	INSIGHT	1,955,620.00	2,000,000.00	1,927,819.20	
	11/30/2027	TR NOTE	4.513%	INSIGHT	1,712,087.00	1,700,000.00	1,658,701.01	
	12/1/2027	AGENCY	3.803%	INSIGHT	1,515,630.00	1,500,000.00	1,520,295.00	
	12/10/2027	AGENCY	4.140%	INSIGHT	1,010,350.00	1,000,000.00	999,570.00	
								32,264,304.50
2028	1/31/2028	TR NOTE	3.470%	INSIGHT	3,000,600.00	3,000,000.00	3,002,705.36	
	2/29/2028	TR NOTE	4.736%	INSIGHT	2,020,860.00	2,000,000.00	1,942,272.32	
	3/10/2028	AGENCY	3.539%	INSIGHT	1,607,933.25	1,575,000.00	1,641,386.25	
	3/15/2028	TR NOTE	3.570%	INSIGHT	2,016,100.00	2,000,000.00	2,014,616.08	
	5/15/2028	TR NOTE	3.490%	INSIGHT	2,957,220.00	3,000,000.00	2,937,431.92	
	6/15/2028	TR NOTE	3.572%	INSIGHT	2,017,180.00	2,000,000.00	2,015,787.95	
	6/30/2028	AGENCY	4.433%	INSIGHT	1,519,260.00	1,500,000.00	1,471,840.50	
	7/31/2028	TR NOTE	4.825%	INSIGHT	1,522,380.00	1,500,000.00	1,455,825.34	
	8/28/2028	AGENCY	4.454%	INSIGHT	1,839,618.00	1,800,000.00	1,803,792.60	
	9/22/2028	AGENCY	4.779%	INSIGHT	2,048,880.00	2,000,000.00	1,975,600.00	
	10/31/2028	TR NOTE	4.875%	INSIGHT	3,106,290.00	3,000,000.00	3,157,744.43	
	11/24/2028	AGENCY	4.350%	INSIGHT	1,528,935.00	1,500,000.00	1,490,700.00	
	11/30/2028	AGENCY	1.500%	INSIGHT	1,534,050.00	1,500,000.00	1,487,758.93	
	12/8/2028	AGENCY	3.541%	INSIGHT	3,036,990.00	3,000,000.00	3,039,390.00	
								29,756,296.25

2029	1/31/2029	TR NOTE	4.375%	INSIGHT	1,012,730.00	1,000,000.00	984,378.35	
	2/15/2029	TR NOTE	3.603%	INSIGHT	1,944,680.00	2,000,000.00	1,937,116.08	
	2/28/2029	TR NOTE	0.350%	INSIGHT	1,020,230.00	1,000,000.00	983,011.16	
	4/10/2029	AGENCY	4.000%	INSIGHT	1,536,165.00	1,500,000.00	1,485,489.00	
	4/30/2029	TR NOTE	3.564%	INSIGHT	2,064,620.00	2,000,000.00	2,066,725.45	
	5/31/2029	TR NOTE	4.500%	INSIGHT	1,028,750.00	1,000,000.00	1,003,128.35	
	6/8/2029	AGENCY	3.789%	INSIGHT	2,065,700.00	2,000,000.00	2,072,500.00	
	7/31/2029	TR NOTE	4.000%	INSIGHT	3,038,790.00	3,000,000.00	3,067,744.42	
	8/31/2029	TR NOTE	3.125%	INSIGHT	2,949,390.00	3,000,000.00	2,948,095.99	
	9/30/2029	AGENCY	3.521%	INSIGHT	1,741,337.50	1,750,000.00	1,748,295.50	
	10/31/2029	TR NOTE	4.114%	INSIGHT	2,542,775.00	2,500,000.00	2,501,180.25	
	11/30/2029	TR NOTE	3.644%	INSIGHT	2,034,540.00	2,000,000.00	2,037,350.45	
	12/14/2029	AGENCY	3.725%	INSIGHT	1,892,264.00	2,000,000.00	1,894,244.00	
								24,871,971.50
2030	1/31/2030	TR NOTE	4.028%	INSIGHT	1,533,345.00	1,500,000.00	1,513,657.37	
	2/28/2030	TR NOTE	3.651%	INSIGHT	2,025,460.00	2,000,000.00	2,028,678.58	
	4/30/2030	TR NOTE	4.039%	INSIGHT	1,511,715.00	1,500,000.00	1,489,340.97	
	5/31/2030	TR NOTE	3.667%	INSIGHT	2,025,460.00	2,000,000.00	2,028,600.45	
	6/14/2030	AGENCY	3.698%	INSIGHT	3,082,770.00	3,000,000.00	3,084,720.00	
	7/23/2030	AGENCY	4.517%	INSIGHT	1,999,560.00	2,000,000.00	2,001,000.00	
	10/8/2030	AGENCY	4.012%	INSIGHT	2,496,325.00	2,500,000.00	2,498,547.50	
								14,674,635.00
			4.007%		166,328,751.32	166,607,402.97	165,397,246.07	166,328,751.32

AVERAGE MATURITY (YEARS): 1.78





POOLS	$25,482,402.97	15.32%
TR NOTES	$92,011,429.50	55.32%
AGENCIES	$48,834,918.85	29.36%
TOTAL	$166,328,751.32	100.00%

* INSIGHT:	$140,846,348.35
*ASSIGNED TO CITY:	$25,482,402.97
	$166,328,751.32

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Quarter	3.72%	3.91%	3.81%
Prior Quarter	4.03%	3.66%	3.57%
1 Year Ago	3.93%	4.06%	3.89%

QUARTERLY REPORT
January 2026

BOARD OF TRUSTEES	
Municipality	**Representative**
City of Berkley	Shawn Young
Village of Beverly Hills	Neil Johnston
Village of Bingham Farms	Jamie Moore
City of Birmingham	Melissa Coatta
City of Clawson	Trever Zablocki
City of Huntington Woods	Kevin Wayne
City of Lathrup Village	Mike Greene
City of Pleasant Ridge	Jim Breuckman
City of Royal Oak	Kevin Yee
City of Southfield	Abdul Siddiqui
Township of Southfield	Neil Johnston

OFFICERS	
Chair:	J. Breuckman
Vice Chairman:	T. Zablocki
Secretary:	S. Young
Advisory Committee:	Breuckman, Zablocki, Young, Coatta
Audit Committee:	Breuckman, Zablocki, Young, Coatta

SOCWA MANAGEMENT	
General Manager	Eric Griffin
Operations Manager	Bob Jackovich
Accounting & Finance Manager	Colleen Glotzbach

January 2026

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Quarterly Report – January 2026

Board Members:

Attached is a copy of the Southeastern Oakland County Water Authority's Quarterly Report covering the first six months of operation of fiscal year 2026. The report contains a financial statement of the Authority's operations and an outline of projects in progress or completed during the quarter. The report also includes statistical data and other information of general interest to the members of the Authority.

FINANCIAL STATEMENT

Total net income before depreciation for the first six months of fiscal year 2026 was $845,748, which is $1,008,578 higher than budget and exceeds the prior year six-month net income of $322,071.

A summary of revenues and expenses compared to budget is shown below:

	Actual	Compared to Budget
Revenue	$17,096,953	$354,108
Expenses	$16,251,205	$241,290
Net Income (before depreciation)	$845,748	$112,818

Net income typically declines later in the fiscal year as GLWA collects approximately 60% of its revenue through fixed monthly charges while water volumes decrease. This results in a higher fixed monthly charge but a lower cost per thousand cubic feet purchased. During the first quarter, GLWA water purchase costs were significantly lower than SOCWA water sales revenue. In the colder months, this relationship reverses, and purchase costs exceed sales revenue. A portion of first-quarter net income will be used to offset these higher winter water costs. This seasonal imbalance contributed to SOCWA adjusting its rate structure to a 25% fixed charge, reducing winter revenue deficits.

The revenue surplus was driven primarily by higher-than-projected water sales of $323,927. Overall expenses tracked closely with budget, within approximately 1.5%.

The increase in revenue was primarily due to higher than projected water sales to the member communities +$107,086, non-member communities (Bloomfield Hills and Bloomfield Twp.) +$216,840, and higher interest on investments +$24,596.

The variance in expenses was due to lower costs for water purchased (-$255,446), utilities and grounds (-$85,387), and meters and mains (-$93,858), but higher costs for administration and general +$114.469 and water purchases in transit +$557,077. Capital expenditures for the first six months totaled $6,587, representing engineering costs associated with completion of the Webster isolation valve project.

WATER SALES

This table is the record of SOCWA water sales volumes for the period July 1 through December 31. The six-month record shows a 6.7% increase in water sales volume during the current fiscal year compared with the same period of the previous fiscal year. FY24 was historically low. Precipitation was much lower than normal for August and September. Water sales were higher than the previous year for all six months of the period.

WATER SALES – DAILY AVERAGE (MGD)

Month	FY2022	FY2023	FY2024	FY2025	FY2026	Over/Under FY2025
July	30.75	39.81	33.77	31.50	34.41	9.3%
August	33.02	37.13	31.19	30.21	34.65	14.7%
September	29.77	34.10	28.27	31.51	32.84	4.2%
October	22.51	24.52	21.26	23.45	24.59	4.8%
November	20.68	21.00	18.69	19.13	19.13	0.0%
December	20.74	21.02	18.46	19.72	20.18	2.3%
Daily Avg (MGD)	**26.26**	**29.62**	**25.29**	**25.93**	**27.65**	**6.7%**
Variance		**12.8%**	**-14.6%**	**2.5%**	**6.7%**	

PRECIPITATION - INCHES

Month	2020	2021	2022	2023	2024	2025
July	2.46	7.15	3.06	4.25	7.45	6.50
August	7.31	5.64	4.93	5.47	6.47	0.78
September	2.72	6.00	1.89	1.42	0.66	1.05
October	3.27	6.20	0.53	3.14	1.89	1.36
November	2.49	2.39	1.28	1.19	1.82	0.59
December	5.30	4.30	2.60	3.40	2.50	2.22
Total:	23.55	31.68	14.29	18.87	20.79	12.50

MAJOR PROJECTS

GLWA WATER RATES

GLWA will be announcing the rates for fiscal year 2026 in January. Last year GLWA concluded the ten-year promise of keeping budget increases below 4%. GLWA has signaled that rates will be over 4% for the foreseeable future. SOCWA water rate estimates for fiscal year 2027 will be provided to the SOCWA Board at their February meeting.

GREAT LAKES WATER AUTHORITY (GLWA) ISSUES

GLWA became operational on January 1, 2016. The GLWA website, www.glwater.org, is a great source of information regarding GLWA. The agendas and minutes for all Board and Board Committee meetings are posted along with procurement information about all projects being performed by GLWA.

GLWA Customer Outreach Program

GLWA is continuing to utilize the same Customer Outreach Program that DWSD has used for many years. SOCWA staff continues to participate in GLWA's Customer Outreach Program. I serve as the Water Analytical Workgroup member partner sponsor and was elected One Water Partnership Co-Chair in December 2025. This role provides an opportunity to advocate for SOCWA customers and member partners. The outreach program continues to improve communication and collaboration between GLWA and its wholesale customers. Significant progress has been made in improving the level of communication and understanding between GLWA and its customers through this process, which will be a continuing effort. SOCWA continues to be a strong proponent of GLWA's customer partnering process.

GLWA Board of Directors

Mr. John Zech, GLWA Director representing Wayne County, was elected Board Chair for 2026, succeeding Mr. Mark Miller, State of Michigan representative, who served as 2025 Chair. GLWA continues to utilize an annual rotation for Board officers.

WATER SERVICE REPLACEMENT CONTRACT

SOCWA maintains contracts available to member communities for lead service line replacement and material verification of unknown service lines. Under Michigan's Lead and Copper Rule revisions, communities must replace 5–7% of lead services annually. Providing a shared contractor helps reduce costs and streamline compliance. Several communities are currently utilizing this contract.

ANNUAL AUDIT

The fiscal year 2025 audit, conducted by Baker Tilly, will be presented at the January Board meeting. Baker Tilly replaces Plante Moran, SOCWA's auditor for the past seventeen years. The audit was completed later than usual due to the transition, as Baker Tilly was engaged in August. Future audits are expected to return to the historical November completion schedule.

Respectfully submitted,

Eric Griffin
General Manager

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
07/01/25 - 12/31/25

		Period Actual		Period Budget		Variance
REVENUES						
SALE OF WATER MEMBERS	$	10,496,699	$	10,389,613	$	107,086
SALE OF WATER OTHERS	$	6,355,604	$	6,138,764	$	216,840
TOTAL SALE OF WATER REVENUES	**$**	**16,852,304**	**$**	**16,528,377**	**$**	**323,927**
RENTALS	$	50,347	$	63,868	$	(13,521)
WATER ANALYSIS	$	1,440	$	600	$	840
INTEREST ON INVESTMENTS	$	174,596	$	150,000	$	24,596
MISCELLANEOUS REVENUES	$	18,267	$	-	$	18,267
TOTAL OTHER REVENUES	**$**	**244,650**	**$**	**214,468**	**$**	**30,182**
TOTAL REVENUES	**$**	**17,096,953**	**$**	**16,742,845**	**$**	**354,108**
LEAD SERVICE REPLACEMENT	$	767,102	$	1,300,000	$	(532,898)
EXPENSES						
PURCHASE OF WATER FOR RESALE	$	8,281,401	$	8,536,847	$	(255,446)
WEBSTER POWER, PUMPING & GROUNDS WEBSTEI	$	277,721	$	276,950	$	771
POWER, PUMPING & GROUNDS	$	88,313	$	173,700	$	(85,387)
COMPUTER OPERATIONS	$	75,660	$	65,550	$	10,110
PURIFICATION/LAB	$	86,454	$	92,900	$	(6,446)
METERS & MAINS	$	55,842	$	149,700	$	(93,858)
ADMINISTRATION & GENERAL	$	556,769	$	442,300	$	114,469
WATER IN TRANSIT	$	6,829,045	$	6,271,968	$	557,077
TOTAL EXPENSES	**$**	**16,251,205**	**$**	**16,009,915**	**$**	**241,290**
LEAD SERVICE LINE REPLACEMENT	$	766,712	$	1,300,000	$	(533,288)
NET INCOME BEFORE DEPRECIATION	**$**	**845,748**	**$**	**732,930**	**$**	**112,818**
DEPRECIATION	$	315,586				
NET INCOME	**$**	**530,163**				

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES COMPARED WITH TOTAL BUDGET
07/01/25 - 12/31/25

		Period Actual		Total Budget FY26		Remaining Budget	% Received or
REVENUES							
SALE OF WATER MEMBERS	$	10,496,699	$	19,850,525	$	(9,353,826)	53%
SALE OF WATER OTHERS	$	6,355,604	$	10,993,011	$	(4,637,407)	58%
TOTAL SALE OF WATER REVENUES	**$**	**16,852,304**	**$**	**30,843,536**	**$**	**(13,991,233)**	**55%**
RENTALS	$	50,347	$	131,526	$	(81,180)	38%
WATER ANALYSIS	$	1,440	$	1,200	$	240	120%
INTEREST ON INVESTMENTS	$	174,596	$	300,000	$	(125,404)	58%
MISCELLANEOUS REVENUES	$	18,267	$	-	$	18,267	0%
TOTAL OTHER REVENUES	**$**	**244,650**	**$**	**432,726**	**$**	**(188,077)**	
TOTAL REVENUES	**$**	**17,096,953**	**$**	**31,276,262**	**$**	**(14,179,309)**	**55%**
LEAD SERVICE REPLACEMENT	$	767,102	$	2,500,000	$	(1,732,898)	31%
EXPENSES							
PURCHASE OF WATER FOR RESALE	$	8,281,401	$	29,036,892	$	(20,755,491)	29%
WEBSTER POWER, PUMPING & GROUNDS	$	277,721	$	553,900	$	(276,179)	50%
POWER, PUMPING & GROUNDS	$	88,313	$	347,400	$	(259,087)	25%
COMPUTER OPERATIONS	$	75,660	$	131,100	$	(55,440)	58%
PURIFICATION/LAB	$	86,454	$	185,800	$	(99,346)	47%
METERS & MAINS	$	55,842	$	299,400	$	(243,558)	19%
ADMINISTRATION & GENERAL	$	556,769	$	884,600	$	(327,831)	63%
WATER IN TRANSIT	$	6,829,045	$	-	$	6,829,045	0%
TOTAL EXPENSES	**$**	**16,251,205**	**$**	**31,439,092**	**$**	**(15,187,887)**	**52%**
LEAD SERVICE LINE REPLACEMENT	$	766,712	$	2,500,000	$	(1,733,288)	31%
NET INCOME BEFORE DEPRECIATION	**$**	**845,748**	**$**	**(162,830)**	**$**	**1,008,578**	

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
COMPARATIVE STATEMENT
07/01/25 - 12/31/25

		Period Actual FY2026		Period Actual FY2025		Over/ (Under)
REVENUES						
SALE OF WATER	$	10,496,699	$	9,565,285	$	931,414
SALE OF WATER OTHERS	$	6,355,604	$	5,487,699	$	867,906
TOTAL SALE OF WATER REVENUES	**$**	**16,852,304**	**$**	**15,052,983**	**$**	**1,799,320**
RENTALS	$	50,347	$	63,690	$	(13,343)
WATER ANALYSIS-LAB	$	1,440	$	-	$	1,440
INTEREST ON INVESTMENTS	$	174,596	$	223,480	$	(48,884)
MISCELLANEOUS REVENUES	$	18,267	$	25,264	$	(6,997)
TOTAL OTHER REVENUES	**$**	**244,650**	**$**	**312,434**	**$**	**(67,784)**
TOTAL REVENUES	**$**	**17,096,953**	**$**	**15,365,417**	**$**	**1,731,536**
LEAD SERVICE LINE REPLACEMENT	$	767,102	$	1,443,783	$	(676,682)
EXPENSES						
WATER PURCHASED FOR RESALE	$	8,281,401	$	7,522,354	$	759,048
WATER PURCHASE IN TRANSIT	$	6,829,045	$	6,419,169	$	409,876
OPERATING EXPENSES	$	1,140,759	$	1,101,823	$	38,936
FIXED CHARGES	$	-	$	-	$	-
TOTAL EXPENSES	**$**	**16,251,205**	**$**	**15,043,345**	**$**	**1,207,859**
LEAD SERVICE LINE REPLACEMENT	$	766,712	$	1,000,992	$	(234,280)
NET INCOME BEFORE DEPRECIATION	**$**	**845,748**	**$**	**322,071**	**$**	**523,677**
DEPRECIATION	$	315,586	$	309,258	$	6,328
NET INCOME	**$**	**530,163**	**$**	**12,813**	**$**	**517,349**

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
TOTAL CHARGES
07/01/25 - 12/31/25

MUNICIPALITY	WATER CONSUMPTION CUBIC FEET		TOTAL WATER CHARGES
MEMBERS			
BERKLEY	24,551	$	516,516
BEVERLY HILLS	22,122	$	457,329
BINGHAM FARMS	6,345	$	128,906
BIRMINGHAM	69,305	$	1,411,642
CLAWSON	18,562	$	389,826
HUNTINGTON WOODS	11,948	$	249,078
LATHRUP VILLAGE	6,821	$	144,593
PLEASANT RIDGE	6,270	$	128,453
ROYAL OAK	117,495	$	2,473,750
SOUTHFIELD	210,916	$	4,418,803
DETROIT ZOO & RACKHAM	8,712	$	177,803
MEMBERS TOTAL	**503,047**	**$**	**10,496,699**
NON MEMBERS			
BLOOMFIELD HILLS	33,919	$	1,216,556
BLOOMFIELD TOWNSHIP	143,175	$	5,139,048
NON MEMBERS TOTAL	**177,094**	**$**	**6,355,604**
GRAND TOTAL	**680,142**	**$**	**16,852,304**

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT WITH AVERAGE PER CUBIC FOOT
07/01/25 - 12/31/25

		Period Actual	2026 Average Per 1,000 cubic feet	2025 Average Per 1,000 cubic feet
REVENUES				
SALE OF WATER	$	10,496,699	$ 20.87	$ 19.97
SALE OF WATER OTHERS	$	6,355,604	$ 35.89	$ 34.60
TOTAL SALE OF WATER REVENUES	**$**	**16,852,304**	**$ 24.78**	**$ 23.60**
RENTALS	$	50,347	$ 0.0740	$ 0.0999
WATER ANALYSIS-LAB	$	1,440	$ 0.0021	$ -
INTEREST ON INVESTMENTS	$	174,596	$ 0.2567	$ 0.3490
MISCELLANEOUS REVENUES	$	18,267	$ 0.0269	$ 0.0396
TOTAL OTHER REVENUES	**$**	**244,650**	**$ 0.3597**	**$ 0.4884**
TOTAL REVENUES	**$**	**17,096,953**	**$ 25.1373**	**$ 24.0926**
EXPENSES				
WATER PURCHASED FOR RESALE	$	8,281,401	$ 12.1760	$ 11.7956
WEBSTER POWER, PUMPING & GROUNDS	$	277,721	$ 0.4083	$ 0.4663
POWER , PUMPING & GROUNDS	$	88,313	$ 0.1298	$ 0.1994
COMPUTER OPERATIONS	$	75,660	$ 0.1112	$ 0.0834
PURIFICATION/LAB	$	86,454	$ 0.1271	$ 0.0959
METERS & MAINS	$	55,842	$ 0.0821	$ 0.1021
ADMINISTRATIVE & GENERAL	$	556,769	$ 0.8186	$ 0.8757
WATER IN TRANSIT	$	6,829,045	$ 10.04	$ 10.07
TOTAL EXPENSES	**$**	**16,251,205**	**$ 23.89**	**$ 23.68**
NET INCOME BEFORE DEPRECIATION	**$**	**845,748**		

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
CAPITAL EXPENSES
07/01/25 - 12/31/25

Fixed Asset Expenditures		
Webster Tank Separation - Engineering	$	6,587
Total Expenditures	**$**	**6,587**