

BIRMINGHAM CITY COMMISSION AGENDA - AMENDED^{1,2}
REGULAR MEETING
NOVEMBER 17, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:30 p.m.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

APPOINTMENTS

- A. Board of Zoning Appeals
1. Carl Kona
 2. Susan Shacket

To appoint _____ as a regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to October 10, 2028.

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to October 10, 2026.

- B. Design Review Board
1. Steve Sweeney

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

- C. Board of Review
1. William Watkinson

To appoint _____ to the Board of Review as a regular member to serve the remainder of a three-year term to expire December 31, 2027.

- D. Birmingham Shopping District
1. Beth Hussey
 2. William Roberts

¹ Agenda amended to include Item G of New Business.

² Agenda amended to include Item H of New Business.

To concur with the City Manager's appointment of ____ to the Birmingham Shopping District Board, as a regular member, a business representative with interest in property located in district, to serve a four-year term to expire November 16, 2029.

To concur with the City Manager's appointment of ____ to the Birmingham Shopping District Board, as a regular member, a business representative, to serve a four-year term to expire November 16, 2029.

E. Staff Introductions

1. Hannah Faye Nassar, B.A. – City Clerk Intern

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.
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*Minutes from the November 10, 2025 City Commission meeting will be presented at the December 1, 2025 City Commission meeting.

- A. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 12, 2025 in the amount of \$2,406,244.79.
- B. Resolution authorizing Birmingham to accept a Michigan Natural Resource Trust Fund (MNRTF) grant through the Michigan Department of Natural Resources (MDNR), accepting the terms of the project agreement, and further directing the City Clerk to sign the resolution.
- C. Resolution to approve a special event permit as requested by the Birmingham Shopping District to hold the Birmingham Blast on January 24, 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.
- D. Resolution to accept the resignation of Bill Kolb from the Advisory Parking Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.
- E. Resolution to accept the resignation of Kevin Kozlowski from the Advisory Parking Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

- F. Resolution to approve an amended agreement with ASI Signage Innovations to extend the term through June 30, 2026 for wayfinding signage fabrication and installation services and to authorize the Mayor and City Clerk to sign the extension on behalf of the City.

VI. CITY MANAGER’S REPORT
The City Manager’s Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City’s website bhamgov.org/manager .

- A. November City Manager’s Report

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- A. Public Hearing - 2026-2027 Community Development Block Grant Application
 - 1. Resolution approving the Program Year 2026 Community Development Block Grant application with the following projects and respective allocations:

	<u>Approved</u>
	<u>2026-2027**</u>
1. Public Services – Yard Services	\$ 5,107
2. Remove Architectural Barriers – Museum Park	<u>\$ 28,945</u>
TOTAL	<u>\$ 34,052</u>

and authorize the City Manager to sign the application, conflict of interest certification, affidavit of compliance, sub recipient agreement (when available), and other documents resulting from this application on behalf of the City and submit the documents to Oakland County.

** (TO BE DETERMINED BY THE CITY COMMISSION AT THE NOVEMBER 17, 2025 MEETING)

- B. Resolution to approve the playground layout design for Poppleton Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$516,164.35, and the installation of the equipment, accessible pathways and site furnishings by Penchura, LLC in the amount of \$1,194,957.08 for a total purchase price not to exceed \$1,711,121.43.

In addition, to appropriate and amend the 2025-2026 budget as follows:

Park System Construction Fund		
<u>Revenues</u>		
Draw from Fund balance	408.0-000.000-400.0000	\$711,121.43
<u>Expenditures</u>		
Park System Construction Fund, Land Improvements	408.2-901.751-979.0000	\$711,121.43

AND

Make a motion adopting a resolution to approve the design and installation of the five (5) parallel ADA parking spaces "Option D" along Oxford Street, as recommended by the Parks and Recreation Board. Funding is available in the Parks, Other Contractual Services account #101.0-751-000.811.0000 for a not to exceed amount of \$80,000.

- C. Motion adopting an ordinance amendment to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. – Time and location of meetings, which will now change regular City Commission meetings to be from _____ p.m. to _____ p.m.
- D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- E. Commission discussion on items from a prior meeting.
- F. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(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.)

- G. Resolution to meet in closed session pursuant to MCL § 15.268 Sec. 8(1)(h) of the Open Meetings Act to discuss a written attorney/client privileged communication.

(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.)

- H. 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 Paul Wells v City of Birmingham, et al, U.S. District Court, Eastern District of Michigan, Court Case No. 2:25-cv-13640-TGB-APP.

(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.)

IX. REMOVED FROM CONSENT AGENDA
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X. COMMUNICATIONS

Communications intended for the City Commission meeting packet must be received by the City Clerk before noon the Wednesday prior to the meeting to be considered for inclusion in the packet under communications.

- A. Communication regarding Community House
- B. Communication regarding Teuta

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Advisory Parking Committee
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. 1Q Financial
 - 2. 1Q Investment
 - 3. 34350 Woodward Avenue – Fred Lavery – Preliminary Construction Schedule

INFORMATION ONLY

XII. ADJOURN

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

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

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

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



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ZONING APPEALS

At the regular meeting of Monday, November 17, 2025, the Birmingham City Commission intends to appoint the following positions to the Board of Zoning Appeals:

- One regular member to serve the remainder of a three-year term to expire October 10, 2028
- One alternate member to serve the remainder of a three-year term to expire October 10, 2026

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 12, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The Board hears and decides appeals from and reviews any order, requirement, decision or determination made by the Building Official.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members shall be property owners of record and registered electors.
Carl Kona	35-year resident with a Bachelor's in electrical engineering and experience as a remodeling contractor who is currently serving on the board.
Susan Shacket	40-year resident and licensed residential builder who also has experience with interior design.

SUGGESTED ACTION:

To appoint _____ as a regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to October 10, 2028.

To appoint _____ as an alternate member to the Board of Zoning Appeals to serve the remainder of a three-year term to October 10, 2026.

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#93]

1 message

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

Mon, Oct 13, 2025 at 9:35 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Board of Zoning Appeals
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Carl Kona
Residential Address	 439 W Merrill St Birmingham, MI 48009 United States
Phone Number *	(248) 540-2810
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	carl@mail@gmail.com
Length of Residence	35
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I ran a residential remodeling business and completed my own home additions here in the city of Birmingham. I have also been an alternate and regular member of the Board of Zoning Appeals for the past few years.
List your related employment experience	Remodeling Contractor, Electrical Engineer
List your related community activities	As a member of the Board of Zoning Appeals for the past few years I am familiar with the boards procedures and expectations.
List your related educational experience	Bachelors of Science in Electrical Engineering
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No
Do you currently have a relative serving on the board/committee to which you have applied?	No

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#94]

1 message

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

Sat, Oct 18, 2025 at 7:29 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Board of Zoning Appeals
Specific Category/Vacancy on Board (see below)	Regular Member
Name	Susan Shacket
Residential Address	 870 Purdy Street Birmingham, MI 48009 United States
Phone Number *	(248) 224-5150
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	Susangayles@yahoo.com
Length of Residence	40 years
Occupation	Retired Builder/Interior Designer
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	As a licensed builder i have knowledge of Zoning as well as setbacks and footprint requirements, as well as construction limitations.
List your related employment experience	Licensed Residential Builder
Are you an elector (registered voter) in the City of Birmingham? *	yes



BOARD OF ZONING APPEALS

Chapter 126 – Article 8: 8.01 – Seven Members – Three Year Terms
Requirements – Property owners of record and registered voter

The Board of Zoning Appeals acts on questions arising from the administration of the zoning ordinance, including the interpretation of the zoning map. The board hears and decides appeals from and reviews any order, requirement, decision or determination made by the building official.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Canvasser 369 Kimberly st	Jason	248-231-9972 <i>jcanvasser@clark.hill.com</i>	 Regular member	10/10/2026
Hart 2051 Villa	Kevin	(248) 4967363 <i>khartassociates@aol.com</i>	2/27/2012 Regular Member	10/10/2026
Vacated	10/10/2025		Regular Member	10/10/2028
Lilley 648 Cherry Ct.	Richard	248-594-6737 <i>dicklilley@icloud.com</i>	9/6/2018 Regular Member	10/10/2028
Miller 544 Brookside	John	(248) 703-9384 <i>jnmillerstudio@gmail.com</i>	1/23/2012 Regular Member	10/10/2027
Morganroth 631 Ann	Erik	(248) 762-9822 <i>emorganroth@comcast.net</i>	10/12/2015 Regular Member	10/10/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Reddy 763 Wallace	Ron	(313) 820-7491 <i>ron.reddy01@gmail.com</i>	2/11/2019 Regular member	10/10/2028
Rogers 2409 Buckingham	Don	(313) 820-0987 <i>donrogers4420@gmail.com</i>	7/22/2024 Alternate Member	2/18/2026
Vacted	5/5/2025		Alternate Member	2/18/2026

Board of Zoning Appeals ATTENDANCE RECORD

Name of Board: Board of Zoning Appeals
Members Required for Quorum: 4

Year: 2025

MEMBER NAME	1/14	2/11	3/11	4/8	3/14	5/13	6/10	7/8	8/12	9/9	10/28	11/18	12/9		SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																			
Erik Morganroth	P	P	P	P	P	P	P	A	P	A	P	A					9	3	75%
Jason Canvasser	P	P	P	P	A	A	A	P	P	A	P						7	4	64%
Kevin Hart	P	P	P	P	P	P	P	A	P	A	P						9	2	82%
Carl Kona	P	P	P	P	P	P	P	P	P	CP	P	P					11	0	100%
Richard Lilley	P	A	A	P	P	P	P	P	P	CP	P	A					8	3	73%
John Miller	A	P	A	A	P	P	P	P	P	A	P	A					7	5	58%
Ron Reddy	P	P	P	P	P	P	P	P	P	CP	P	P					11	0	100%
Pierre Yaldo	P	A	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA				3	1	75%
Reserved																	0	0	#DIV/0!
ALTERNATES																			
Don Rogers	A	A	A	P	P	P	P	A	P	CP	P	P					7	4	64%
Member 2																	0	0	#DIV/0!
Reserved																	0	0	#DIV/0!
Reserved																	0	0	#DIV/0!
Present or Available	7	6	6	8	7	7	7	5	8	4	8	3	0	0	0	0			

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Zoning Appeals

Year: 2024

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Miller, John	P	P	P	P	P	CM	P	P	P	P	P	P	NM	NM	11	0	100%
Hart, Kevin	A	A	P	A	A	CM	P	P	A	P	P	P	NM	NM	6	5	55%
Morganroth, Erik	P	P	P	P	A	CM	P	P	P	P	P	P	NM	NM	10	1	91%
Canvasser, Jason	NA	P	P	P	P	CM	P	A	P	P	A	P	NM	NM	8	2	80%
Reddy, Ron	P	P	P	A	P	CM	P	A	P	P	A	P	NM	NM	8	3	73%
Yaldo, Pierre	P	P	P	P	P	CM	A	P	P	P	P	P	NM	NM	10	1	91%
Lilley, Richard	P	A	A	P	P	CM	P	P	P	P	P	P	NM	NM	9	2	82%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Kona, Carl	P	P	P	P	P	CM	P	P	P	P	P	P	NM	NM	11	0	100%
Rogers, Donald	NA	NA	NA	NA	NA	NA	NA	A	P	P	P	P	NM	NM	4	1	80%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	6	6	7	6	6	0	7	6	8	9	7	9	0	0			

KEY:

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



 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Board of Zoning Appeals

Year: 2023

Members Required for Quorum: 4

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Miller, John	P	P	P	P	A	P	A	P	P	P	P	P	NM	NM	10	2	83%
Hart, Kevin	P	P	P	A	P	P	P	P	P	A	P	P	NM	NM	10	2	83%
Morganroth, Erik	A	P	P	P	P	P	P	P	P	P	A	P	NM	NM	10	2	83%
Canvasser, Jason	P	P	P	P	P	P	A	A	A	NA	NA	NA	NM	NM	6	3	67%
Reddy, Ron	P	P	P	P	P	P	A	P	A	P	A	P	NM	NM	9	3	75%
Yaldo, Pierre	P	P	P	A	P	P	P	A	P	P	P	P	NM	NM	10	2	83%
Lilley, Richard	P	A	A	P	P	P	P	P	P	P	P	A	NM	NM	9	3	75%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Kona, Carl	P	P	P	P	P	P	A	P	P	P	P	P	NM	NM	11	1	92%
Member 2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	7	7	6	7	8	4	6	6	6	5	6	0	0			

KEY:

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
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- CM** = Meeting canceled for lack of business items



Department Head Signature

CHAPTER 126 - ZONING

ARTICLE 8: ENFORCEMENT AND PENALTIES

8.01 The Board of Zoning Appeals

- A. Establish: There shall be established and appointed by the City Commission, in accordance with Section 5, Act No. 207 of the Public Acts of Michigan of 1921 (MCL 125.585, MSA 5.2935), as amended, a Board of Zoning Appeals consisting of seven members each to be appointed for a term of three years.
- B. Alternate Members: The City Commission may also appoint not more than two alternate members for the same term as regular members of the Board of Zoning Appeals. The alternate member may be called on a rotating basis to sit as a regular member of the Board of Zoning Appeals in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the Board of Zoning Appeals.
- C. Procedure: Meetings of the Board of Zoning Appeals shall be held at the call of the chairperson, and at such other times as the Board of Zoning Appeals may determine. Such chairperson, or in his/her absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. The Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and the action thereon, which shall be a public record.
- D. Appeals: An appeal to the Board of Zoning Appeals, based in whole or in part on the provisions of the Zoning Ordinance, may be taken by any person aggrieved, or by any governmental officer, department, Board of Zoning Appeals or bureau affected by the decision of the Building Official. Such appeal shall be taken by filing with the Board of Zoning Appeals a notice of appeal, on forms provided by the Building Official, specifying the ground thereof, and by paying the required fee. The Building Official shall transmit to the Board of Zoning Appeals all papers constituting the records upon which the appeal action was taken.
- E. Hearing and Notice: The Board of Zoning Appeals shall fix a reasonable time for the hearing of an appeal and shall give due notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single- and two-family dwellings within 300 feet, the notice to be delivered personally or by mail to the respective owners and tenants at the address given in the last assessment roll. If the tenant's name is not known, the term "occupant" may be used. A notice sign shall also be posted in a conspicuous place on the subject property. Notice signs will be provided by the City of Birmingham. It is the responsibility of the applicant to post the notice sign as required, to ensure that the notice sign remains posted during the entire notice period and to remove the notice sign the day after the public hearing the notice sign was advertising. At the hearing, any person or party may appear in person, by agent or by attorney. All such hearings shall be open to the public.
- F. Powers and Duties: The Board of Zoning Appeals shall have the powers and duties set forth in MCL 125.581 et seq., MSA 5.2931 et seq. and as more particularly hereinafter enumerated. The Board of Zoning Appeals shall not have the power to change the zoning district of any property. The Board of Zoning Appeal's power and duties shall include the following:
1. Review of administrative decisions.
 - a. The Board of Zoning Appeals shall hear and decide appeals from and review any order, requirement, decision or determination made by an administrative official charged with the enforcement of the Zoning Ordinance.
 - b. It may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the situation, and to that end shall have all the powers of the officer from whom the appeal is taken.
 2. Mapping disputes.
 - a. Where disputes arise as to the location of the floodplain boundary or the limits of the floodway, the Board of Zoning Appeals shall resolve the dispute and establish the boundary location in accordance with Section 1.15.

In all cases, the decision of the Board of Zoning Appeals shall be based upon the most current floodplain studies issued by the Office of Federal Insurance and Hazard Mitigation. Where the Office of Federal Insurance and Hazard Mitigation information is not available, the best available floodplain information shall be utilized.

- b. Where a dispute involves an allegation that the boundary is incorrect as mapped and Office of Federal Insurance and Hazard Mitigation floodplain studies are being questioned, the Board of Zoning Appeals shall modify the boundary of the floodplain or the floodway only upon receipt of an official letter of map amendment issued by the Office of Federal Insurance and Hazard Mitigation.

3. Variances.

- a. The Board of Zoning Appeals shall hear and grant or deny requests for variances from the strict application of the provisions of the Zoning Ordinance where there are practical difficulties or unnecessary hardships in carrying out the strict letter of such chapter. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance. The Board of Zoning Appeals shall not grant any variance unless it first determines that:
 - i. Because of special conditions applicable to the property in question, the provisions of the Zoning Ordinance, if strictly applied, unreasonably prevent the property owner from using the property for a permitted purpose;
 - ii. Literal enforcement of the chapter will result in unnecessary hardship;
 - iii. The granting of the variance will not be contrary to the spirit and purpose of the Zoning Ordinance nor contrary to the public health, safety and welfare; and
 - iv. The granting of the variance will result in substantial justice to the property owner, the owners of property in the area and the general public.
- b. Variances from the provisions of Section 4.13, Floodplain Regulations, shall only be granted by the Board of Zoning Appeals upon a determination of compliance with the general standards for variances contained in the Zoning Ordinance and in accordance with the following:
 - i. The variance granted will not result in flood heights in excess of those permitted by the Zoning Ordinance, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
 - ii. The variance granted shall be the minimum necessary, considering the flood hazard, to afford relief to the applicant.
 - iii. Variances may be granted for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Michigan Historic Markers listing of historic sites, or any other state register of historic places without meeting the requirements of this section.
- c. Sign Variance Procedure. Any person who feels aggrieved by a decision of the City Planner or Design Review Board may have the sign reviewed by the Board of Zoning Appeals. A variance may be granted by the Board of Zoning Appeals only in cases involving practical difficulties when the evidence in the official record of the appeal supports all the following affirmative findings:
 - i. That the alleged practical difficulties are peculiar to the property of the person requesting the variance by reasons of the physical and/or dimensional constraints of the building and/or site, and result from conditions which do not exist generally throughout the City;
 - ii. That the granting of the requested variance would not be materially detrimental to the property owners in the immediate vicinity;
 - iii. That the granting of the variance would not be contrary to the general objectives of this Chapter and is in keeping with the spirit and intent of this ordinance; and
 - iv. That granting the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Chapter, the individual hardships that will be suffered by a failure of the Board of Zoning Appeals to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.

- v. In granting a variance, the Board of Zoning Appeals may attach such conditions as it may deem reasonably necessary to promote the spirit and intent of the Zoning Ordinance and the conditions specified in the sign ordinance, Chapter 86, Article 02, Section 2.06.

G. Miscellaneous:

1. No order of the Board of Zoning Appeals permitting the erection or alteration of buildings shall be valid for a period longer than one year, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is commenced and proceeds to completion in accordance with the terms of such permit.
2. No order of the Board of Zoning Appeals permitting a use of a building or premises shall be valid for a period longer than one year unless such use is established within such period; provided, however, that if the use of such permit is dependent upon the erection or alteration of a building, such order shall continue in full force and effect if a building permit for such use, erection or alteration is obtained within such period and such erections or alterations are commenced and proceed to completion in accordance with the terms of such permit.

**CITY OF BIRMINGHAM
BOARD OF ZONING APPEALS
RULES OF PROCEDURE**

ARTICLE I - Appeals

- A. Appeals may be filed under the following conditions:
1. A property owner may appeal for variance, modification or adjustment of the requirements of the Zoning Ordinance.
 2. A property owner may appeal for variance, modification or adjustment of the requirements of the Sign Ordinance.
 3. Any aggrieved party may appeal the decision of the Planning Board and/or the Building Official in accordance with the City of Birmingham Zoning Ordinance, Article Eight, Section 8.01 (D) Appeals. If an appellant requests a review of any determination of the Building Official, a complete statement setting forth the facts and reasons for the disagreement with the Building Official's determination shall include the principal point, or points on the decision, order or section of the ordinance appealed from, on which the appeal is based.
- B. Procedures of the Board of Zoning Appeals (BZA) are as follows:
1. Regular BZA meetings, which are open to the public, shall be held on the second Tuesday of the month at 7:30 P.M. provided there are pending appeals. There will be a maximum of seven appeals heard at the regular meeting which are taken in the order received. If an appeal is received on time after the initial seven appeals have been scheduled, it will be scheduled to the next regular meeting.
 2. All applications for appeal shall be submitted to the Community Development Department on or before the 12th day of the month preceding the next regular meeting. If the 12th falls on a Saturday, Sunday, or legal holiday, the next working day shall be considered the last day of acceptance.
 3. All property owners and occupants within 300 feet of the subject property will be given written notice of a hearing by the City of Birmingham.
 4. See the application form for specific requirements. If the application is incomplete, the BZA may refuse to hear the appeal. The Building Official or City Planner may require the applicant to provide additional information as is deemed essential to fully advise the Board in reference to the appeal. Refusal or failure to comply shall be grounds for dismissal of the appeal at the discretion of the Board.

5. In variance requests, applicants must provide a statement that clearly sets forth all special conditions that may have contributed to a practical difficulty that is preventing a reasonable use of the property.
6. Where the Birmingham Zoning Ordinance requires site plan approval of a project by the City Planning Board before the issuance of a building permit, applicants must obtain preliminary site plan approval by the Planning Board before appeal to the BZA for a variance request. If such appeal is granted by the BZA, the applicant must seek final site plan and design review approval from the Planning Board before applying for a building permit.
7. An aggrieved party may appeal a Planning Board decision. Such appeal must be made within 30 days of the date of the decision. The BZA, in its discretion, may grant additional time in exceptional circumstances.
8. Appeals from a decision of the Building Official shall be made within 30 days of the date of the order, denial of permit, or requirement or determination contested. The BZA, in its discretion, may grant additional time in exceptional circumstances.
9. An appeal stays all proceedings in accordance with Act #110, Public Acts of 2006, Article VI, Section 125.3604 (3).

C. The order of hearings shall be:

1. Presentation of official records of the case by the Building Official or City Planner as presented on the application form.
2. Applicant's presentation of his/her case—the applicant or his/her representative must be present at the appeal hearing.
3. Interested parties' comments and view on the appeal.
4. Rebuttal by applicant.
5. The BZA may make a decision on the matter or request additional information.

D. Motions and Voting

1. A motion is made to either grant or deny a petitioner's request
 - a) For a motion to grant or deny a non-use variance request, the motion must receive four (4) affirmative votes to be approved.
 - b) For a motion to grant or deny a use variance request, the motion must receive five (5) affirmative votes to be approved.
 - c) For a motion to grant or deny an appeal of a decision or order by an administrative official or board, the motion must receive four (4) affirmative votes to be approved.

2. When a motion made is to approve or deny a petitioner's request and if there is a tie vote, then the vote results in no action by the board and the petitioner shall be given an opportunity to have his or her request heard the next regularly scheduled meeting when all the members are present.
3. When there are less than seven (7) members of the board present for a meeting, then a petitioner requesting a use variance shall be given an opportunity at the beginning of the meeting to elect to have it heard at the next regularly scheduled meeting.
4. When there are less than six (6) members present for a meeting, then all petitioners shall be given an opportunity at the beginning of the meeting to elect to have the request heard at the next regularly scheduled meeting.

ARTICLE II - Results of an Appeal

- A. The Board may reverse, affirm, vary or modify any order, requirement, decision or determination as in its opinion should be made, and to that end, shall have all the powers of the officer from whom the appeal has been taken.
- B. The decisions of the Board shall not become final until the expiration of five (5) days from the date of entry of such orders or unless the Board shall find that giving the order immediate effect is necessary for the preservation of property and/or personal rights and shall so certify on the record.
- C. Whenever any variation or modification of the Zoning Ordinance is authorized by resolution of the BZA, a Certificate of Survey must be submitted to the Community Development Department with the building permit application. A building permit must be obtained within one year of the approval date.
- D. Failure of the appellant, or his representative, to appear for his appeal hearing will result in the appeal being adjourned to the next regular meeting. If, after notice, the appellant fails to appear for the second time, it will result in an automatic withdrawal of the appeal. The appellant may reapply to the BZA.
- E. Any applicant may, with the consent of the Board, withdraw his application at any time before final action.
- F. Any decision of the Board favorable to the applicant is tied to the plans submitted, including any modifications approved by the Board at the hearing and agreed to by the applicant, and shall remain valid only as long as the information or data provided by the applicant is found to be correct and the conditions upon which the resolution was based are maintained.

ARTICLE III - Rehearings

A. No rehearing of any decision of the Board shall be considered unless new evidence is submitted which could not reasonably have been presented at the previous hearing or unless there has been a material change of facts or law.

B. Application or rehearing of a case shall be in writing and subject to the same rules as an original hearing, clearly stating the new evidence to be presented as the basis of an appeal for rehearing.

I certify that I have read and understand the above rules of procedure for the City of Birmingham Board of Zoning Appeals.

Signature of Applicant

CITY AND VILLAGE ZONING ACT (EXCERPT)
Act 207 of 1921

***** 125.585 THIS SECTION IS REPEALED BY ACT 110 OF 2006 EFFECTIVE JULY 1, 2006 *****

125.585 Board of appeals; rules governing procedure; appointment and terms of members; powers and duties of board; appeals; variances; remuneration; finality of decision; judicial review.

Sec. 5. (1) The legislative body of a city or village may act as a board of appeals upon questions arising under a zoning ordinance. The legislative body may establish rules to govern its procedure as a board of appeals. In the alternative, the legislative body may appoint a board of appeals consisting of not less than 5 members, each to be appointed for a term of 3 years. Appointments of the first members shall be for terms of 1, 2, and 3 years, respectively, so as nearly as possible to provide for the subsequent appointment of an equal number of members each year. After the initial appointments, each member shall hold office for the full 3-year term.

(2) Under procedures specified in the zoning ordinance, the legislative body of a city or village may appoint not more than 2 alternate members for the same term as regular members of the board of appeals. The alternate members may be called on a rotating basis as specified in the zoning ordinance to sit as regular members of the board of appeals in the absence of a regular member. An alternate member may also be called to serve in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member called shall serve in the case until a final decision is made. The alternate member has the same voting rights as a regular member of the board of appeals.

(3) The board of appeals shall hear and decide appeals from and review any order, requirements, decision, or determination made by an administrative official or body charged with the enforcement of an ordinance adopted under this act. The board of appeals shall also hear and decide matters referred to the board or upon which the board is required to pass under an ordinance adopted under this act. For special land use and planned unit development decisions, an appeal may be taken to the board of appeals only if provided for in the zoning ordinance.

(4) In a city or village having a population of less than 1,000,000, the concurring vote of a majority of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official or body, or to decide in favor of the applicant a matter upon which the board is required to pass under an ordinance, or to effect a variation in an ordinance except that a concurring vote of 2/3 of the members of the board is necessary to grant a variance from uses of land permitted in an ordinance. In a city having a population of 1,000,000 or more, the concurring vote of 2/3 of the members of the board is necessary to reverse an order, requirement, decision, or determination of an administrative official or body, or to decide in favor of the applicant a matter upon which the board is required to pass under an ordinance, or to grant a variance in an ordinance.

(5) An appeal may be taken by a person aggrieved, or by an officer, department, board, or bureau of the city or village. In addition, a variance in an ordinance may be applied for and granted pursuant to section 4 of the uniform condemnation procedures act, 1980 PA 87, MCL 213.54, and this act. A board of rules or board of building appeals of a city or village may be enlarged to consist of not less than 5 members, and these may be appointed as the board of appeals as provided in this section.

(6) An appeal under this section shall be taken, within a time prescribed by the board of appeals by general rule, by filing, with the officer or body from whom the appeal is taken and with the board of appeals, a notice of appeal specifying the grounds for the appeal. The officer or body from whom the appeal is taken shall immediately transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(7) An appeal under this section stays all proceedings in furtherance of the action appealed from unless the officer or body from whom the appeal is taken certifies to the board of appeals, after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would in the opinion of the officer or body cause imminent peril to life or property. If such a certification is filed, the proceedings shall only be stayed by a restraining order. A restraining order may be granted by the board of appeals or by the circuit court, on application, on notice to the officer or body from whom the appeal is taken and on due cause shown.

(8) The board of appeals shall fix a reasonable time for the hearing of the appeal and give notice of the appeal to the persons to whom real property within 300 feet of the premises in question is assessed, and to the occupants of single and 2-family dwellings within 300 feet. The notice shall be delivered personally or by mail addressed to the respective owners and tenants at the address given in the last assessment roll. If a

tenant's name is not known, the term "occupant" may be used. Upon the hearing, a party may appear in person or by agent or by attorney.

(9) The board of appeals shall decide the appeal within a reasonable time. The board of appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and shall make an order, requirement, decision, or determination as in the board's opinion ought to be made in the premises, and to that end shall have all the powers of the officer or body from whom the appeal is taken. If there are practical difficulties or unnecessary hardship in carrying out the strict letter of the ordinance, the board of appeals may in passing upon appeals grant a variance in any of its rules or provisions relating to the construction, or structural changes in, equipment, or alteration of buildings or structures, or the use of land, buildings, or structures, so that the spirit of the ordinance shall be observed, public safety secured, and substantial justice done.

(10) The board of appeals may impose conditions upon an affirmative decision, as provided in section 4c(2). The legislative body of a city or village may authorize the remuneration of the members of the board for attendance at each meeting.

(11) The decision of the board of appeals is final. However, a person having an interest affected by the zoning ordinance may appeal to the circuit court. Upon appeal, the circuit court shall review the record and decision of the board of appeals to ensure that the decision meets all of the following requirements:

- (a) Complies with the constitution and laws of this state.
- (b) Is based upon proper procedure.
- (c) Is supported by competent, material, and substantial evidence on the record.
- (d) Represents the reasonable exercise of discretion granted by law to the board of appeals.

(12) If the court finds the record of the board of appeals inadequate to make the review required by this section, or that additional material evidence exists that with good reason was not presented to the board of appeals, the court shall order further proceedings before the board of appeals on conditions that the court considers proper. The board of appeals may modify its findings and decision as a result of the new proceedings, or may affirm the original decision. The supplementary record and decision shall be filed with the court.

(13) As a result of the review required by this section, the court may affirm, reverse, or modify the decision of the board of appeals.

History: 1921, Act 207, Imd. Eff. May 17, 1921;—CL 1929, 2637;—Am. 1941, Act 306, Eff. Jan. 10, 1942;—Am. 1947, Act 272, Eff. Oct. 11, 1947;—CL 1948, 125.585;—Am. 1952, Act 97, Eff. Sept. 18, 1952;—Am. 1968, Act 202, Eff. Nov. 15, 1968;—Am. 1973, Act 204, Imd. Eff. Jan. 11, 1974;—Am. 1978, Act 638, Eff. Mar. 1, 1979;—Am. 1979, Act 180, Eff. Mar. 18, 1980;—Am. 1986, Act 191, Imd. Eff. July 8, 1986;—Am. 2000, Act 20, Imd. Eff. Mar. 8, 2000.



NOTICE OF INTENTION TO APPOINT TO THE DESIGN REVIEW BOARD

At the regular meeting of Monday, November 17, 2025, the Birmingham City Commission intends to appoint the following positions to the Design Review Board:

- Two alternate members to serve the remainder of a three-year terms to expire September 25, 2028

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 12, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members shall represent, insofar as possible, different occupations and professions such as, but not limited to, the legal profession, the financial or real estate professions, and the planning or design professions. Members shall be residents.
Steve Sweeney	5-year resident and CEO of an HVAC distribution company with experience related to building codes, construction, and regulatory changes.

SUGGESTED ACTION:

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

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#95]

1 message

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

Fri, Oct 24, 2025 at 10:01 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Design Review Board
Specific Category/Vacancy on Board (see below)	Design Review Board - Alternate
Name	Steve Sweeney
Residential Address	 160 Larchlea Dr Birmingham, Michigan 48009 United States
Business Address	 135 Orchard Lake Road Pontiac, Michigan 48341 United States
Phone Number *	(248) 875-9973
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	stevesweeney22@yahoo.com
Length of Residence	5 Years
Occupation	CEO
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I am the CEO for an HVAC distributor and deal with building codes, construction, and constant regulatory changes. I would love to add any insight to the board from a different perspective all while moving toward the city's master plan.
List your related employment experience	CEO - HVAC Distribution
List your related community activities	I currently serve on the Parks & Recreation Board
List your related educational experience	Michigan State University
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No

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

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



DESIGN REVIEW BOARD

Ordinance #1882

Terms: 3 years

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Collins 958 Pleasant	Timothy	(248) 797-5229 <i>tpcollins@comcast.net</i>	9/23/2024 Historical preservation organization member	9/25/2027
Deyer 1283 Buckingham	Keith	(248)642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006 Engineer	9/25/2026
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013 Finance	9/25/2028
Kolo 851 Ann St.	Dustin	(248)935-3651 <i>dustinkolo@gmail.com</i>	11/23/2020	9/25/2026
Lang 1023 Floyd St.	Patricia	(248) 540-0991 <i>pal.family.friends@gmail.com</i>	12/10/2018	9/25/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Rasawehr 221 Baldwin Road	Julijana	(586)201-5470 <i>jmisich@yahooo.com</i>	9/20/2021 Planning & zoning director	9/25/2027
Vacated	9/15/2025		Alternate	9/25/2028
Vacated	9/15/2025		Alternate	9/25/2028
Willoughby 667 Greenwood	Michael	(248) 760-8903 <i>mwilloughby@mwa-architects.com</i>	3/22/2010 Architect	9/25/2028

ARTICLE V. - DESIGN REVIEW BOARD

Footnotes:

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Cross reference— *Boards and commissions, § 2-171 et seq.*

Sec. 82-98. - Created.

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

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

Sec. 82-99. - Composition.

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

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

Sec. 82-100. - Terms.

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

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

Sec. 82-101. - Removal of members.

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

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

Sec. 82-102. - Compensation.

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

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

Sec. 82-103. - Organization and meetings.

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

(c) The design review board shall:

- (1) Adopt rules for the transaction of its business, which provide for the time and place of holding regular meetings.
- (2) Provide for the calling of special meetings by the chairman or by at least two members of the design review board.
- (3) Keep a full and complete record of its resolutions, transactions, findings and determinations, which record shall be available to the city commission and to the public upon request.

(d) All meetings of the design review board shall be open to the public, and any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the design review board makes its decision.

(e) The concurring affirmative vote of four members of the design review board shall be required for approval of plans before it for review or for the adoption of any resolution, motion or other action by the design review board.

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

Sec. 82-104. - Assistance.

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

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

Sec. 82-105. - Duties.

- (a) It shall be the function and duty of the design review board to advise the city commission in regard to the proper development of the city. The design review board is specifically charged with carrying out the goals, objectives and intent of the city's adopted master plan and urban design plan and other development-oriented plans which may subsequently be adopted. The design review board is authorized to advise and cooperate with the city commission, city planning board, historic district commission and other city advisory boards and cooperate with the planning, historic district and legislative bodies of other governmental units in any area outside the boundaries of the city.
- (b) The design review board is also authorized to recommend for the guidance of the city commission amendments to this Code relating to the control and development of lands within historic districts. The design review board may, from time to time, amend, extend or add to such recommendations; and the same shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs.
- (c) The design review board may hold such public meetings and/or hearings from time to time as it may

deem advisable or necessary in connection with the proper performance of its functions under this article.

- (d) Not later than April 1 of each year, the design review board shall prepare and submit to the city manager a tentative outline of its program for the ensuing year. Joint meetings of the city commission and of the design review board shall be held at least annually, at a time designated by the mayor. It shall be the duty of the mayor to call such meeting in accordance with the provisions of this section.

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

Sec. 82-106. - Review and recommendations.

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

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



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF REVIEW

At the regular meeting of Monday, November 17, 2025, the Birmingham City Commission intends to appoint one regular member to the Board of Review to serve the remainder of a three-year term to expire December 31, 2027.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, November 12, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Board members are paid \$110 per diem.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Members must be property owners and registered electors of the City of Birmingham.
William Watkinson	29-year resident and current board alternate who has been a licensed attorney for 30-years and has ample experience with property tax claims.

SUGGESTED ACTION:

To appoint _____ to the Board of Review as a regular member to serve the remainder of a three-year term to expire December 31, 2027.

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#96]

1 message

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

Wed, Oct 29, 2025 at 7:35 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Review
Specific Category/Vacancy on Board (see below)	Regular Member
Name	William Watkinson
Residential Address	 1142 Maryland Birmingham , MI 48009 United States
Business Address	 3026 West Grand Blvd Suite 3-700 Detroit , MI 48202 United States
Phone Number *	(248) 219-5392
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	wwatk3000@comcast.net
Length of Residence	29 years
Occupation	Magistrate
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I have been a licensed attorney for 30 years. My legal background and skills are well suited to the Board's work of analyzing property tax claims.
List your related employment experience	I currently work for the State of Michigan as a Magistrate. My job requires me to conduct legal hearings where I listen to all parties, review evidence and make a legal conclusion.
List your related community activities	School volunteer.
List your related educational experience	I have a BA from William & Mary and a law degree from Case Western Reserve University.

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

No.

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

No.

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

Yes.



BOARD OF REVIEW

City Charter – Chapter III, Section 14

Terms: Three Years

Members: Members must be property owners and electors of the City of Birmingham

Appointed by the City Commission

The Board of Review hear appeals from property owners regarding their assessments. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Devereaux 1019 Rivenoak	Kathleen	(248) 840-5310 <i>kddevereaux@wowway.com</i>	2/22/2016	12/31/2025
Di Placido 726 Lakeside Dr.	Guy	(248) 644-1708	1/10/1994	12/31/2026
Killelea 1608 Washington	Michael	(832) 368-6005 <i>killelea@comcast.net</i>	12/16/2024 Regular Member	12/31/2027
Neville 117 Villa Road	Philip	(248) 467-9518 <i>PNEVILLE1@GMAIL.COM</i>	3/10/2025 Alternate	12/31/2026
Pennock 700 Larchela Drive	Rich	(248) 631-6445 <i>rich_pennock@att.net</i>	3/18/2024 Regular Member	12/31/2026

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Stress 784 Westchester Way	Jill	(586) 246-6700 <i>jill.stress@yahoo.com</i>	2/13/2017	12/31/2025
Vacated	8/19/2025		Regular Member	12/31/2027
Watkinson 1142 Maryland	William	(248) 219-5392 <i>wwatk3000@comcast.net</i>	7/28/2025 Alternate	12/31/2025

- (a) *Appointment; term.* The city commission shall appoint a board of review for the city. Members of the board of review shall be property tax payers and electors in the city and shall serve for terms of three years. Each member of the board of review shall qualify by taking the constitutional oath of office within ten days after appointment. Each member shall attend at least one state board of review update educational seminar annually, prior to the organizational meeting provided for in subsection (d)(1). The city commission may fill any vacancy that occurs in the membership of the board of review. Except as otherwise provided in this division, the duties and responsibilities of the board of review shall be carried out by the entire membership and a majority of the membership constitutes a quorum for such purposes. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve as a regular or alternate member or to fill any vacancy.
- (b) *Number of boards and members.* The city commission may appoint three or six property taxpayers and electors of the city, who shall constitute a board of review for the city. If six members are appointed, the membership of the board of review shall be divided into board of review committees consisting of three members each for the purposes of hearing and deciding issues protested by taxpayers. Two of the three members of a board of review committee constitute a quorum for the transaction of the business of the committee. All meetings of the members of the board of review and committees shall be held during the same hours of the day and at the same location. A majority of the entire board of review membership shall indorse the assessment roll.
- (c) *Alternate members.* The city commission may appoint not more than two alternate members for the same term as the regular members of the board of review. Each alternate member shall be a property taxpayer and elector of the city. Alternate members shall qualify by taking the constitutional oath of office within ten days after appointment. Each alternate member shall attend at least one state board of review update educational seminar annually, prior to the organizational meeting provided for in subsection (d)(1) below. The city commission may fill any vacancy that occurs in the alternate membership of the board of review. A member of the city commission is not eligible to serve as an alternate member or to fill any vacancy. An alternate member may be called to perform the duties of a regular member of the board of review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision on issues protested in which a regular member has abstained for reasons of conflict of interest.
- (d) *Meetings.*
 - (1) *Organizational meeting.* The board of review shall hold an organizational meeting on the Tuesday following the first Monday in March of each year.

- (2) *Starting and subsequent meetings.* The board of review starting date shall be the second Monday in March. This meeting shall not start earlier than 9:00 a.m. and not later than 3:00 p.m., and shall last for not less than six hours. The board of review shall also meet for not less than six hours during the remainder of that week. Persons or agents who have properly appeared to file a protest before the board of review at a scheduled meeting or at a scheduled appointment as required in this division shall be afforded an opportunity to be heard by the board of review. The board of review shall hold at least three hours of its required sessions for review of assessment rolls after 6:00 p.m. during the week of the second Monday in March.
- (3) *Final meeting.* The board of review shall schedule a final meeting after the board of review makes a change in the assessed value or tentative taxable value of property or adds property to the assessment roll.
- (4) *July and December meetings.* The board of review shall hold a special meeting during the week of the third Monday in July and during the week of the second Monday in December of the tax year at issue. The board of review shall address and take actions on only those matters permitted by statute for these meetings.

(Ord. No. 1981, 1-26-09)

Sec. 2-197. - Completion of review.

The city assessment roll and the final review thereof shall be completed not later than the first Monday in April of each year.

(Ord. No. 1981, 1-26-09)

Sec. 2-198. - Protests to board of review.

- (a) Protests to the board of review may be made in person in accordance with this section. Additionally, the board of review shall permit both resident and nonresident taxpayers to protest to the board of review in writing, without the necessity of a personal appearance by the taxpayer or the taxpayer's representative, provided such written protest is received on or before the last date and time indicated on the assessment notice, or such later date as the board of review may specify.
- (b) The board of review shall accept appointments from taxpayers or their representatives to appear and protest in person from the date assessment change notices are sent by the city, through the last date and time listed on the assessment notice of the tax year at issue, or such later date as the board of review may specify.
- (c)

Before hearing or considering a protest, whether made in person or in writing, by a person or representative other than the taxpayer of record, an original letter of authority, signed and dated by the taxpayer of record, shall be submitted authorizing such person or representative to protest to the board of review on the taxpayer's behalf. This requirement shall be stated on the city's assessment change notices. Faxed or emailed appeals or letters of authority shall not be accepted.

- (d) All protests to the board of review shall be made in compliance with state law.
- (e) Each person who makes a request, protest or application to the board of review for the correction of the assessed value or tentative taxable value of the person's property shall be notified in writing of the board of review's action on the request, protest, or application, of the state equalized valuation or tentative taxable value of the property, and of information regarding the right to further appeal to the tax tribunal including, but not limited to, a statement of the right to appeal to the tax tribunal, the address of the tax tribunal, and the final date for filing an appeal with the tax tribunal. Said notice shall be sent not later than the first Monday in June.

(Ord. No. 1981, 1-26-09)



**NOTICE OF INTENTION TO INTERVIEW
FOR APPOINTMENT TO THE
BIRMINGHAM SHOPPING DISTRICT BOARD**

At the regular meeting of Monday, November 17, 2025, the City Manager will appoint with the concurrence of the Birmingham City Commission the following positions to the Birmingham Shopping District Board:

- One regular member, a business representative with interest in property located in district, to serve a four-year term to expire November 16, 2029.
- One regular member, a business representative, to serve a four-year term to expire November 16, 2029.
- One regular member, a business representative with interest in property located in district, to serve a four-year term to expire November 16, 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, November 12, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission make nominations and vote on appointments.

Board Duties

The goal of the Shopping District Board shall be to promote economic activity in the principal shopping districts of the City by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities (Section 82-97(a)).

The Shopping District Board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in this article. (Section 82-97(b)).

The Shopping District Board shall consist of 12 members. One member shall be the City Manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district (Section 82-92(a)).

The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission (Section 82-92(b)).

Applicant(s) Presented for City Commission Consideration:



Applicant Name	Qualifications
	• Resident from an area designated as a principal shopping district. • Resident from an adjacent residential area. • A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. • The remaining members shall be representatives of businesses located in the district.
Beth Hussey	Restaurant owner and business representative with interest in property located in district who currently serves as a regular member on the board.
William Roberts	Restaurateur and business representative who currently serves as a regular member on the board.

SUGGESTED ACTION:

To concur with the City Manager's appointment of ____ to the Birmingham Shopping District Board, as a regular member, a business representative with interest in property located in district, to serve a four-year term to expire November 16, 2029.

To concur with the City Manager's appointment of ____ to the Birmingham Shopping District Board, as a regular member, a business representative, to serve a four-year term to expire November 16, 2029.

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#97]

1 message

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

Mon, Nov 10, 2025 at 9:14 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Birmingham Shopping District
Specific Category/Vacancy on Board (see below)	Reappoint
Name	Beth Hussey
Residential Address	 3422 Chickering Lane Bloomfield Hills, Mi 48302 United States
Business Address	 34977 Woodward Ave Suite 100 Birmingham, MI 48009 United States
Phone Number *	(248) 765-0237
Email	beth@eatathazels.com
By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	
Length of Residence	7 years
Occupation	Restaurant Owner

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

As the owner of Hazel's and a long-time member of the Birmingham business community, I've seen firsthand how the Shopping District Board's efforts directly impact our downtown's vibrancy and success. Serving on the board has allowed me to collaborate with fellow business owners and city leaders to strengthen our shared vision for a thriving, welcoming Birmingham.

With decades of experience in hospitality, entrepreneurship, and community engagement, I bring both a local business perspective and a creative, solutions-oriented approach. I remain deeply committed to supporting initiatives that drive foot traffic, enhance the visitor experience, and promote Birmingham as a destination for residents and guests alike. I would be honored to continue contributing my time, energy, and insight to this work.

List your related employment experience	Restaurant Manager/Owner
List your related community activities	Events Committee
List your related educational experience	NA

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

No

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

No

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

No



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#98]

1 message

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

Tue, Nov 11, 2025 at 6:39 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Shopping District
Specific Category/Vacancy on Board (see below)	Business Owner
Name	William Roberts
Residential Address	 320 Martell Court Bloomfield Hills, MI 48304 United States
Business Address	 273 Pierce Street Birmingham, MI 48009 United States
Phone Number *	(248) 463-8606
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	br@robertsrestaurantgroup.com
Length of Residence	3 years
Occupation	Restaurateur
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Owner of a restaurant at 273 Pierce Street in Birmingham since September 1983. Originally bought Richard & Reiss Cafe in '83. Ran it as R&R until I remodeled and changed the concept to Streetside Seafood in March 1995. Roberts Restaurant Group owned 6 restaurants in Oakland County prior to COVID. Now, we have 4 in the Birmingham-Bloomfield area. Running these restaurants has provided me an understanding of what our Downtown needs to be successful.
List your related employment experience	Machus Sly Fox Main Event @ the Pontiac Silverdome Proprietor of: Richard & Reiss / Streetside Seafood Beverly Hills Grill Town Tavern Roadside B&G Cafe ML Bill's
List your related community activities	BSD Board Member since 1997 Past Board Member of the Birmingham/Bloomfield Chamber

Member of the 2016 Future of Birmingham Committee
Past President of the Michigan Restaurant & Lodging Association
Year 2000

List your related educational experience

Graduate of the Michigan State School of Hospitality

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

NO

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

NO

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

NO



BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992

The Board shall consist of 12 members as follows:

- a) City Manager.
- b) Resident from an area designated as a principal shopping district.
- c) Resident from an adjacent residential area.
- d) A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district.
- e) The remaining members shall be representatives of businesses located in the district.

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ecker	Jana	(248) 530-1811 <i>jecker@bhamgov.org</i>	City Manager	
151 Martin Birmingham	48009			
Erika	Bassett	(248) 530-1250 <i>ebassett@bhamgov.org</i>	Executive Director	
151 Martin Street Birmingham	48009			
Fehan	Douglas	(248)705-3000 <i>godug@aol.com</i>	Director Emeritus	

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Hussey	Beth	(248)765-0237	11/28/2022	11/16/2025
3422 Chickering Lane			Business representative with interest in property located in district	
Bloomfield Hills	48301	<i>beth@eatathazels.com</i>		
24977 Woodward Ave Suite 100				
Birmingham	48009			
Kay	Zachary	(248) 770-0646	7/9/2018	11/16/2027
173 N Glengary Rd.		(248) 220-4999	Business representative	
Bloomfield Hills	48301	<i>zak@shopfoundobjects.com</i>		
168 South Old Woodward				
Birmingham	48009			
Lundberg	Jessica	(248) 766-8696	10/26/2024	11/16/2026
494 Whippers in Court			Business representative with interest in property located in district	
Bloomfield Hills	48304	<i>jessica@rivagedayspa.com</i>		
210 S. Old Woodward Ste. 250				
Birmingham	48009			
McKenzie	Michael	(312) 785-4906	11/23/2020	11/16/2027
2123 Windemere			Resident from adjacent neighborhood	
Birmingham	48009	<i>mike_mckenzie@mac.com</i>		
Pohlod	Amy	(248) 219-5042	7/25/2016	11/16/2026
1360 Edgewood			Business representative with interest in property located in district	
Birmingham	48009	<i>amypohlod@hotmail.com</i>		
912 South Old Woodward				
Birmingham	48009			

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Roberts 320 Martell Ct Bloomfield Hills 273 Pierce Birmingham	William 48304 48009	(248) 463-8606 (248) 646-6395 <i>BR@RobertsRestaurantGroup.com</i>	11/10/1997 Business representative	11/16/2025
Sharrak 280 Euclid Ave Birmingham	Minna 48009	(248) 444- 6903 <i>minna.sharrak@gmail.com</i>	District resident	11/16/2028
Surnow 1310 S. Bates Birmingham 320 Martin, Ste. 100 Birmingham	Sam 48009 48009	(248) 877-4000 (248) 865-3000 <i>sam@surnow.com</i>	11/23/2015 Business representative with interest in property located in district	11/16/2027
Taddei 500 E Long Lake Road Bloomfield Hills 112 Peabody St. Birmingham	Michele 48304 48009	(248) 275-3125 <i>michele@fullercentralpark.com</i>	11/16/2023 Business representative with interest in property located in district, Member greater than 5% total sq ft	11/16/2027
vacated	12/9/2024		Business representative with interest in property located in district	11/26/2029

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Wolf	Sloane	(248) 877-6306	12/9/2024	11/16/2026
1193 Floyd Ste 101			Business representative	
Birmingham	48009	<i>sloanemwolf@gmail.com</i>		
442 S Old Woodward				
Birmingham	48009			

Birmingham Shopping District Attendance Record

Name of Board: Birmingham Shopping District

Year: 2025

Members Required for Quorum: 7

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Jana Ecker	A	CP	P	A	P	A	A	P	P	P	P				6	4	60%
Beth Hussey	P	CP	P	P	P	P	P	P	P	P	A				9	1	90%
Zachery Kay	P	CP	P	P	P	P	P	P	P	P	P				10	0	100%
Jessica Lundberg	P	CP	P	P	P	AE	P	Ae	P	P	P				8	2	80%
Mike McKenzie	P	CP	A	P	P	P	P	P	Ae	Ae	A				6	4	60%
Amy Pohlod	P	CP	P	P	P	P	A	P	P	P	A				8	2	80%
Bill Roberts	P	CP	P	AE	P	P	P	P	P	P	P				9	1	90%
Minna Sharrak	NA	NA	NA	NA	A	P	P	P	P	P	P				6	1	86%
Sam Surnow	A	CP	P	A	P	P	P	P	P	P	P				8	2	80%
Michele Taddei	P	CP	P	P	P	P	P	P	P	P	P				10	0	100%
Sloane Wolf	P	CP	P	P	P	P	P	P	P	P	P				10	0	100%
Member Name															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Doug Fehan	P	CP	P	P	A	P	P	P	P	Ae	P				8	2	80%
Sarvy Lipari	P	CP	P	A	P	P	P	P	P	Ae	P				8	2	80%
Present or Available	8	10	9	7	10	9	9	10	10	10	8	0	0	0%			

KEY:

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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Birmingham Shopping District**
 Members Required for Quorum: **7**

Year: **2024**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Richard Astrein	P	P	P	P	A	P	A	A	NA	NA	NA	NA			5	3	63%
Samy Eid	A	P	P	P	P	A	P	Ae	Ae	P	A	NA			6	5	55%
Beth Hussey	P	P	P	P	P	P	P	P	P	P	P	P			12	0	100%
Zachery Kay	P	P	P	P	P	P	Ae	P	P	P	P	A			10	2	83%
Sarvy Lipari	P	P	P	P	P	A	P	P	P	NA	NA	NA			8	1	89%
Jana Ecker	P	P	P	P	P	A	P	P	P	P	P	P			11	1	92%
Mike McKenzie	P	P	P	P	P	A	P	P	P	A	P	P			10	2	83%
Amy Pohlod	P	P	P	A	P	P	P	P	P	P	P	P			11	1	92%
Michele Taddei	A	P	P	A	P	P	A	P	P	P	P	P			9	3	75%
Bill Roberts	A	P	P	P	P	P	P	P	P	P	P	A			10	2	83%
Sam Surnow	A	P	P	Ae	P	P	P	P	Ae	P	A	P			8	4	67%
Jessica Lundberg	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			0	0	#DIV/0!
Julie Sloan	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P			2	0	100%
Member Name															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Doug Fehan	P	P	P	P	A	P	A	A	P	A	P	P			8	4	67%
Sarvy Lipari											P	P			2	0	100%
Present or Available	7	11	11	8	10	7	8	9	8	8	8	7	0	0%			

KEY:

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

 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Birmingham Shopping District**

Year: **2023**

Members Required for Quorum: **7**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Richard Astrein	P	P	A	Ae	P	P	A	P	A						5	4	56%
Samy Eid	A	P	P	P	P	A	P	P	P						7	2	78%
Beth Hussey	P	P	P	P	P	P	P	P	P						9	0	100%
Zachary Kay	P	P	P	P	P	P	P	P	A						8	1	89%
Sarvy Lipari	P	P	P	Ae	P	A	A	P	P						6	3	67%
Tom Markus/Jana Ecker	P	A	P	P	P	P	P	P	P						8	1	89%
Mike McKenzie	P	P	P	P	P	A	P	A	A						6	3	67%
Amy Pohlod	P	P	P	P	P	P	A	P	P						8	1	89%
Steve Quintal	P	P	P	P	P	P	P	A	P						8	1	89%
Bill Roberts	P	P	P	P	P	P	P	P	P						9	0	100%
Sam Surnow	A	P	P	P	P	P	P	P	P						8	1	89%
Reserved															0	0	#DIV/0!
Doug Fehan	P	P	A	P	P	P	P	A	A						6	3	67%
Present or Available	9	10	10	9	11	8	8	9	8	0	0	0	0	0%			

KEY:

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

Department Head Signature

THE BY LAWS
OF
THE BIRMINGHAM SHOPPING DISTRICT BOARD OF DIRECTORS

(A BSD formed pursuant to Act No. 120 of 1961 , MCL 125.981,
Code of Ordinances, City of Birmingham Ordinance Chapter 82, Article IV —

ARTICLE I

NAME, OFFICE, REGISTERED AGENT, GOALS AND POWER

Section 1. Name. The name of this principal shopping district shall be the Birmingham Shopping District (BSD).

Section 2. Goals. The goal of the BSD shall be to promote economic activity in the principal shopping district of the City of Birmingham by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. The Board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in City of Birmingham Ordinance 82-77 and 82-78. In furtherance of its goal, the Board may recommend to the City Commission that the City undertake one or more the following activities in the principal shopping district:

- 1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
- 2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
- 3) Regulate or prohibit vehicular parking on highways.
- 4) Acquire, own, maintain or operate off-street parking lots or structures.
- 5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.

- 6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.
- 7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
- 8) Provide for the maintenance, security and operation of a district.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers. The BSD shall be under the supervision and control of the Board of Directors, except as otherwise provided by Act No. 120 of 1961 and Code of Ordinances—City of Birmingham Ordinance Chapter 82, Article IV. Division 2 - Shopping District Board, as amended.

Section 2. Board Composition: Appointments, Replacement and Vacancies. The Board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as part of the BSD, and one shall be a resident of an adjacent residential area. A majority of the members shall be individual businesses located within the BSD who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.

Members shall be appointed to the Board for a four-year term by the City Manager with the concurrence of the City Commission. However, if all the following requirements are met, a business may appoint a member of the Board, which member shall be counted toward the majority of members required to be nominees of businesses located within the BSD:

- (1) The business is located within a principal shopping district.
- (2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.

(3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.

(4) The business is located in the special assessment rate zone with the highest special assessment rates.

(5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

The Board may nominate and elect non-voting emeritus members for two year terms. An emeritus member must either currently or have previously served the BSD Board with distinction and excellence, and shall be entitled to receive all written notices and information which are provided to the board of directors, to attend all board meetings, to participate in meetings of the committees in which they serve, and encouraged to attend all other events conducted by the BSD. A board member emeritus shall not be subject to any attendance policy counted in determining if a quorum is present at a meeting, entitled to hold office, or entitled to vote at any board meeting.

An appointment to fill a vacancy shall be made by the City Manager, with the concurrence of the City Commission, for the unexpired term only. A Member whose term of office has expired shall continue to hold office until a successor is appointed. A Member may be appointed to additional terms in accordance with the provisions hereunder.

Section 3. Removal. Pursuant to notice and after having been given an opportunity to be heard, a member of the Board may be removed for cause by the City Manager with concurrence from the City Commission upon recommendation from the Board.

Section 4. Conflict of Interest. A Member who has a conflict between a personal interest and the public interest shall fully disclose the nature of the interest prior to the

BSD taking any action with respect to the matter. Such disclosure shall become a part of the record of the BSD's official proceedings. Such declaration shall be made before discussion on the item begins. Except as provided by law, or Birmingham Ethics Ordinance, Chapter 2 Article IX, no Member may participate in, act upon, or vote upon any matter if a conflict exists. Any Board member is permitted to inquire about potential conflicts that may exist among other members.

Section 5. Meetings. The BSD shall hold at least one regular public meeting each month. At the October meeting of the calendar year, the BSD shall set the dates, times, and places of the BSD's regular meetings for the coming year. Special meetings of the BSD may be called by the secretary at the written request of the Chairperson of the Board or any three Members on at least two days' notice. All business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with the Open Meetings Act, Act. No. 267 of 1976, as amended.

Section 6. Public Participation at Meetings. A reasonable opportunity shall be given for members of the public to be heard at any open meeting on agenda items before the BSD during discussion. In the interest of ensuring the orderly processing of items of business before the BSD, such public comments shall be heard at the end of the agenda item discussion. Any items not on the agenda shall be heard at the end of the meeting agenda. Consistent with the Open Meetings Act, the BSD may impose a time limitation up to three (3) minutes per person for public comment. All individuals who wish to address the BSD must identify themselves by name and address prior to speaking at the meeting.

Section 7. Notice. Public notice of all meetings of the Board or its Committees which provides the time, date, and location of the meeting shall be given in the manner required by the Open Meetings Act, Act No. 267 of 1976, as amended. There shall be a public notice posting within ten (10) days after the first meeting in each calendar year of the annual schedule of BSD meetings, stating the dates, times, and places of its regular meetings. For a rescheduled regular or a special meeting of the BSD, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18)

hours before the meeting. The public notice shall contain the name of the BSD Board or Committee, its telephone number, its address, and shall be posted at the City Hall of the City of Birmingham and any other location considered appropriate by the BSD.

Section 8. Quorum. A majority of the members of the BSD then in office constitutes a quorum for the transaction of business at any meeting of the Board. An affirmative vote of the majority of a quorum shall be required to adopt any resolution. A 2/3 roll call vote of the Members on the Board at the meeting shall be required to call a closed session and the Board shall meet in closed session only for the purposes permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 9. Participation by Communication Equipment. All meetings of the BSD must be open to the public and must be held in a place available to the general public. Only as permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended, an absent Member may participate in, and vote on, business before the BSD by way of a two-way electronic communication device wherein all discussions and deliberations are able to be heard by the public in attendance at the meeting. For any member attending the meeting remotely, a public announcement at the outset of the meeting to be included in the meeting minutes must be made, announcing that a Member is in fact attending the meeting remotely. Participation by communication equipment shall be permitted only in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 10. Attendance. Each Member is required to attend a minimum of two-thirds of the regularly scheduled Board meetings in a twelve (12) month period. If a Member has not fulfilled this requirement after a twelve (12) month period, the Board may recommend that the City Commission declare that Member's position vacant and remove the Member from the Board, in accordance with Section 3. The Board may grant a waiver, given a sufficient explanation of extenuating circumstances. Waivers shall be considered monthly by the Board or upon request.

Section 11 Committees. The Board may, by resolution, designate one or more committees, each committee shall consist of at least one of the Members. Each Member shall serve on a committee. The Board shall appoint all committee members and the chair of the committee. A committee, and each member thereof, shall serve at the pleasure of the Board. Committees shall consist of less than a quorum of Board Members and shall meet in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended. Standing committees shall consist of Executive, Marketing and Advertising, Maintenance and Capital Improvements, Business Development and Special Events with up to eight (8) members per committee made up of Board members, BSD businesses and property owners, Birmingham residents and persons with business interest in the BSD. Committees shall only make recommendations to the Board on matters of the District, and shall not enter into agreements without Board approval. A majority of the committee members constitutes a quorum for the transaction of business at any committee meeting. If the committee lacks a quorum, the committee members may receive reports and comments from the public or staff and shall not make any recommendations to the Board.

Section 12 Personnel. The Board may employ personnel as deemed necessary. Such personnel may include, but is not limited to an executive director, treasurer, secretary, and legal counsel. The Executive Director, Treasurer, Secretary and Legal Counsel shall report to the Board. All other employees shall be appointed by, directed by and report to the Executive Director. Board Members shall not give direction to or interfere with the work of the employees under the direction of the Executive Director. The duties, rights and responsibilities of employees of the BSD shall be consistent with the provisions of the City of Birmingham Employee Handbook. The Board may employ and fix the compensation of an executive director, subject to the approval of the City Commission. The full-time employees of the BSD shall be eligible to participate in municipal retirement and insurance programs of the City of Birmingham.

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the BSD shall be elected by the Board annually at its January meeting and shall consist of a Chairperson, Vice-Chairperson and Secretary. An officer shall not execute a contract on behalf of the BSD without a resolution adopted by the Board.

Section 2. Election and Term of Office. Each officer so elected shall hold office until December 31 of the year in which she or he is elected, or until his or her term expires, or upon resignation or removal, whichever occurs first.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office, in accordance with Public Act No. 120 of 1961 and the Birmingham Code of Ordinances.

Section 4. Chairperson. The Chairperson shall perform all duties of the office as provided in these Bylaws, by Public Act No. 120 of 1961, and the Birmingham Code of Ordinances. The Chairperson shall preside over all meetings of the BSD and shall perform all duties as directed by the Board. The Chairperson shall be an ex-officio member of all standing committees, and shall have the general oversight of the Board. The Chairperson shall also act as Chair of the Executive Committee, assuming the same powers of the BSD as listed above, and further described in Article III, Section 8. To qualify to serve as the Chairperson, it is preferred that the Board Member have served at least one full year as an active Board Member.

Section 5. Vice-Chair. The Vice-Chair shall act as the Chair when the Chair is absent or unable to act, and otherwise be vested with the powers and shall perform such duties and exercise such other powers as may from time to time be imposed upon or vested by resolution of the Board.

Section 6. Secretary. The Board may employ and fix the compensation of a Secretary, and need not be a member of the Board. The Secretary shall attend meetings of the Board, and keep and maintain a record of its proceedings. The minutes of the BSD shall contain the date, time, place, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The Secretary shall give, or cause to be given, notice of all meetings of the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall, when authorized by the Board, attest by signature to actions of the Board. The Secretary shall perform all other duties as may be delegated to him or her by the Board.

Section 7. Delegation of Duties and Officers. In the absence of any officer of the BSD, or for any other reason that the Board may deem sufficient, the Board may, by resolution, delegate from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Member, provided a majority of the Board then in office concurs therein.

Section 8. Executive Committee. The Executive Committee shall consist of five Board Members including the Chair, Vice-Chair, City Manager, and two committee chairs). The Executive Committee shall be responsible for reviewing the agenda for the regular Board meetings and proposing the agenda for the Board. The committee shall meet as necessary and all such meetings shall comply with the notice requirements, as set forth in Article II, Section 7.

ARTICLE IV

CONTRACTS, DONATIONS, AND POWERS OF THE BOARD

Section 1. Contracts.

The Board may make and enter into contracts necessary or incidental to the exercise of powers and the performance of its duties. The Board may, by resolution, authorize an agent of the BSD to execute contracts and/or documents on behalf of the BSD. A copy

of the resolution approving such contracts must be attached to such contract and must adhere to any Purchasing/Procurement policies that the BSD may adopt.

Section 2. Checks, Drafts, etc. All orders for the payment of money, notes, or other evidences of indebtedness shall be signed by the Board's authorized agent and submitted to the Finance Department of the City of Birmingham for signature and for the issuance of payment.

Section 3. Grants and Donation. The Board may accept grants and donations of property, labor, or other things of value from a public or private source, consistent with Public Act No. 120 of 1961.

Section 4. Deposits. All funds of the BSD shall immediately be deposited into the appropriate fund or account to the credit of the BSD in such banks, trust companies, or other depositories as the BSD or Finance Director of the City of Birmingham may select. Report of these receipts shall be provided to its Executive Director for review and submission to the Board.

Section 5. Other Powers of the Board. The Board shall perform and exercise all such powers as provided in Public Act No. 120 of 1961.

Section 6. Budget

Pursuant to Birmingham City Charter, Section 7, the Executive Director of the BSD or designee shall prepare and submit for the approval of the Board a budget for the operation of the BSD for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the Board, it shall be approved by the City Commission. The BSD shall submit an annual budget to the City Commission each year for inclusion in the City's annual budget presentation. The budget shall be adopted by the Board no later than by July 1 each year.

Section 7. Audit

The governing body of the City of Birmingham may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the BSD, other than those committed, which cost shall be paid annually by the board pursuant to an appropriate item in its budget.

ARTICLE V
FISCAL YEAR

The fiscal year of the BSD shall correspond at all times to the fiscal year of the City of Birmingham.

ARTICLE VI
REPORTING REQUIREMENTS

All expense items of the BSD shall be recorded monthly and financial records shall be open to the public. If the Board does not employ an Executive Director, the Board shall file any and all necessary reports. Annually, the Board shall submit to the City Commission a report on the status of any special assessments utilized by the BSD.

ARTICLE VII
AMENDMENTS

These Bylaws may be altered or amended or repealed by the affirmative vote of the Board then in office. Approved changes to these Bylaws take effect immediately.

I HEREBY CERTIFY that the above Bylaws were written by the Birmingham Shopping District, of the City of Birmingham on the 19th day of April, 2023.


CHAIRPERSON



MEMORANDUM

Clerk's Office

DATE: October 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Staff Introduction – City Clerk Intern, Hannah Faye Nassar, B.A.

We are thrilled to announce a valuable addition to our Clerk's Office team. Please join us in welcoming Hannah Faye Nassar, B.A., as our new City Clerk Intern. Hannah brings a wealth of knowledge and experience in public service, community engagement, and local government operations.

Hannah is a first-generation college graduate from Michigan State University's James Madison College, where she studied public policy, public service, and social justice. She brings experience in local government, domestic and international non-profit work, as well as community engagement. Hannah also comes with recent experience with the City of Detroit and several other civic organizations.

As City Clerk Intern, Hannah will assist with regular communications with the public, records management, and administrative support for elections and Clerk's Office functions. Her dedication and enthusiasm for local government make her a great asset to the Clerk's Office.

We appreciate you helping us to welcome Hannah to the Clerk's Office team. We are confident that her dedication and fresh perspective will contribute meaningfully to the City Commission's goals of providing efficient and effective services and encouraging an engaged and connected community with collaboration and integrity.

City of Birmingham

Warrant List Dated 11/12/2025

Meeting of 11/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
306478	*	005430	21ST CENTURY MEDIA- MICHIGAN	859.50
306479	*	005430	21ST CENTURY MEDIA- MICHIGAN	376.50
306480	*	000855	48TH DISTRICT COURT	1,000.00
306481	*	000855	48TH DISTRICT COURT	1,000.00
306482	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
306483	*	007033	APPLIED INNOVATION	36,741.59
306484		009202	AQUARIUM DESIGN INC	240.00
306485	*	006759	AT&T	52.33
306486		000843	BAKER & TAYLOR BOOKS	72.87
306487		000522	BIG BEAVER PLUMBING, HEATING INC.	110.00
306488	*	010150	BILLY JOE HOWARTH	1,054.17
306489		008355	BIRMINGHAM PUBLIC SCHOOLS	1,125.32
306490		003526	BOUND TREE MEDICAL, LLC	2,230.03
306491		003907	CADILLAC ASPHALT, LLC	463.55
306492	*	009078	CANON SOLUTIONS AMERICA INC	335.57
306493	*	000571	CAR TRUCKING INC	125.35
306494		009562	EGL	7,845.27
306495	*	000444	CDW GOVERNMENT INC	2,662.62
306496	*	006605	CLEAR CUT ICE SCULPTURES LLC	1,800.00
306497	*	000912	MARK CLEMENCE	332.92
306498	*	000255	MELINDA COMERFORD	5.29
306499		000233	DEAN SELLERS	198.00
306500	*	009156	DETROIT EVENT COMPANY LLC	350.00
306501	*	009156	DETROIT EVENT COMPANY LLC	350.00
306502	*	000179	DTE ENERGY	78,790.20
306503	*	000179	DTE ENERGY	243.50
306504	*	000179	DTE ENERGY	1,969.03
306505	*	000179	DTE ENERGY	138.92
306506	*	000179	DTE ENERGY	1,952.91
306507	*	000179	DTE ENERGY	94.81
306508	*	000179	DTE ENERGY	47.78
306509	*	000179	DTE ENERGY	780.20
306510	*	000179	DTE ENERGY	914.43
306511	*	000179	DTE ENERGY	127.36
306512	*	000179	DTE ENERGY	973.69
306513	*	000179	DTE ENERGY	21.63
306514	*	000180	DTE ENERGY	54,031.74
306515		010008	ELIZABETH C. CHIAPELLI, PLLC	375.00
306516	*	009690	FAIRYTALE ENTERTAINMENT PARTYS INC	834.00
306517		007212	FOSTER BLUE WATER OIL	860.44
306518		010086	FOSTER, SWIFT, COLLINS & SMITH PC	1,787.50
306519	*	010073	FRESCO COMMERCIAL CLEANING	720.00

City of Birmingham
Warrant List Dated 11/12/2025

Meeting of 11/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
306520	*	006262	FUSILIER FAMILY FARM & GREENHOUSE	835.00
306521		010141	GMES LLC	3,473.09
306522	*	004604	GORDON FOOD	160.17
306523		000726	GUARDIAN ALARM	250.00
306524	*	005959	H2O COMPLIANCE SERVICE INC	1,060.00
306525		006346	HARRELL'S LLC	8,575.10
306526	*	001956	HOME DEPOT CREDIT SERVICES	734.57
306527	*	009259	IHEART MEDIA	3,659.98
306528	*	009551	INTERMEDIA. NET INC	775.82
306529	*	009946	JORDAN ZUPPKE LAW	93.75
306530		010089	K & R TRUCK SALES	2,383.88
306531		004904	KONICA MINOLTA BUSINESS SOLUTIONS	3,600.00
306532	*	009991	LAS CONCHAS LLC	1,000.00
306533		009375	LITHIA MOTORS, INC SUPPORT SERVICES	701.95
306534	*	009546	MASTERS TELECOM	64.36
306535		009085	MGSE SECURITY LLC	675.00
306535	*	009085	MGSE SECURITY LLC	725.00
306536	*	009243	MICHAEL LAFEVER	1,550.00
306537		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	215.00
306538		004687	MICHIGAN DEPT. OF TRANSPORATION	7,891.02
306539		006349	MIDWEST COLLABORATIVE FOR LIBRARY S	250.00
306540		000230	MIKE SAVOIE CHEVROLET INC	159.45
306541		MISC	OAKLAND COUNTY LEGAL NEWS	80.00
306542		005337	OCACP	120.00
306543		004370	OCCUPATIONAL HEALTH CENTERS OF MI	141.00
306544	*	009478	ODP BUSINESS SOLUTIONS, LLC	43.80
306545	*	010157	PARKIN, ELEANOR	336.00
306546	*	010151	PARTY DREAMS RENTAL INC	718.78
306547	*	010151	PARTY DREAMS RENTAL INC	718.77
306548	*	010151	PARTY DREAMS RENTAL INC	15,650.10
306549	*	010151	PARTY DREAMS RENTAL INC	15,650.10
306550	*	010151	PARTY DREAMS RENTAL INC	2,436.62
306551	*	010151	PARTY DREAMS RENTAL INC	2,436.62
306552		009698	PCI INDUSTRIES, INC	10,689.93
306553		009612	PLAYAWAY PRODUCTS LLC	598.78
306554		001132	PRIMO'S PIZZA	296.17
306555		007170	PRO PUMP CONTROLS INC	2,025.00
306556		009745	PROPUMP & CONTROLS INC.	904.66
306557	*	002806	SAM'S CLUB/SYNCHRONY BANK	544.91
306558	*	009222	SAVERS WHOLESALE PRINTING	2,374.28
306559		007142	SHERWIN-WILLIAMS COMPANY	136.11
306559	*	007142	SHERWIN-WILLIAMS COMPANY	140.36
306560		000260	SPARTAN DISTRIBUTORS INC	105.65

City of Birmingham
Warrant List Dated 11/12/2025

Meeting of 11/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
306561	*	009184	SPECTRUM PRINTERS INC	213.48
306562	*	009964	STAGE2 DATA INC.	554.40
306563		010043	STAMELL LAW, PLLC	375.00
306564	*	MISC	STELLA ELIZABETH ZIELKE	60.00
306565	*	008985	DANIEL SUTTKUS	1,150.00
306566		000286	TARGET SPECIALTY PRODUCTS	10,328.00
306567	*	009384	THE EDITH BLAKNEY LAW FIRM, PLLC	750.00
306568	*	004058	TOP HAT & TAILS CARRIAGE CO INC	6,125.00
306569	*	004379	TURNER SANITATION, INC	1,174.01
306570	*	008941	UPTOWN MARKET OF BIRMINGHAM	276.08
306571	*	001279	US FIGURE SKATING ASSOC.	1,744.59
306572	*	007226	VALLEY CITY LINEN, INC	22.00
306573	*	000158	VERIZON WIRELESS	76.02
306574	*	000158	VERIZON WIRELESS	1,133.99
306575	*	000158	VERIZON WIRELESS	152.64
306576	*	000158	VERIZON WIRELESS	149.85
306577	*	MISC	VORTEX OPTICS	629.98
306578	*	009052	ISABEL WALLACE	225.00
306579		010161	WOLFHOUND COP TRAINING	259.00
SUBTOTAL PAPER CHECK				\$324,952.93
ACH TRANSACTION				
14549	*	008649	ROBERT ABRAHAM JR.	50.00
14550	*	000282	APOLLO FIRE APPARATUS SALES AND SER	1,227.76
14551		010119	ARGENT INSTITUTIONAL TRUST COMPANY	500.00
14552	*	001357	ART/DESIGN GROUP LTD	427.50
14553		009609	BALIAN LEGAL, PLC	900.00
14554	*	000517	BEIER HOWLETT P.C.	651.75
14555		010117	BHIP VIGILANTE, LLC	220.50
14556		006683	BIRMINGHAM LAWN MAINTENANCE, INC	20,577.00
14557	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	84,081.96
14558	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
14559		008545	JAIMI BROOK	84.72
14560	*	009396	CECILIA QUIRINDONGO BAUNSOE	375.00
14561		000902	CENGAGE LEARNING INC	48.72
14562	*	009122	CLAIRE CHUNG	112.50
14563	*	007835	SARAH CHUNG	299.00
14564		000605	CINTAS CORPORATION	199.44
14565		000605	CINTAS CORPORATION	60.83
14566	*	000605	CINTAS CORPORATION	232.96
14567	*	008044	CLUB PROPHET	869.00
14568		001750	COMERICA BANK - RETIREMENT	1,649.50
14568		001750	COMERICA BANK - RETIREMENT	313,287.42
14569		003176	COMERICA BANK - RHC	43.08

City of Birmingham
Warrant List Dated 11/12/2025

Meeting of 11/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14569		003176	COMERICA BANK - RHC	16,682.00
14570		002668	CONTRACTORS CLOTHING CO	179.96
14571		001367	CONTRACTORS CONNECTION INC	386.60
14572	*	009557	ZECO, LLC	330.00
14573	*	009181	DELTA TEMP SERVICES INC	10,791.33
14574	*	000565	DORNBOS SIGN & SAFETY INC	141.14
14575	*	006528	DOWNTOWN PUBLICATIONS INC	700.00
14576		003801	JANA ECKER	524.00
14577		000196	EJ USA, INC.	647.22
14578	*	009851	EMINENT EXCAVATING LLC	501,251.50
14579	*	006689	F.D.M. CONTRACTING INC.	520,502.00
14580	*	004574	FAIR-WAY TILE & CARPET, INC.	1,725.00
14581		009916	FASTFIELD, INC.	83.95
14582	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	435.00
14583	*	007314	FLEIS AND VANDENBRINK ENG. INC	260.00
14584	*	000929	CONNIE FOLK	3,000.00
14585	*	001663	SCOTT GREWE	478.66
14586	*	001672	HAYES PRECISION INC	90.00
14587		000948	HYDROCORP	11,393.00
14588	*	009910	IDI	150.00
14589		000261	J.H. HART URBAN FORESTRY	30,328.40
14589	*	000261	J.H. HART URBAN FORESTRY	964.00
14590	*	009559	JENETTE MAITZ	2,253.38
14591	*	003458	JOE'S AUTO PARTS, INC.	823.66
14592	*	005550	LEE & ASSOCIATES CO., INC.	613.70
14593	*	008611	MCCI, LLC	17,996.72
14594		008336	NBS COMMERCIAL INTERIORS	2,350.00
14595		001194	NELSON BROTHERS SEWER	943.00
14596		009276	NEWTONS SOLUTIONS LLC	2,450.00
14596	*	009276	NEWTONS SOLUTIONS LLC	2,800.00
14597	*	007856	NEXT	31,658.00
14598	*	009706	NORTHSTAR MAT SERVICE	444.82
14599		001864	NOWAK & FRAUS ENGINEERS	18,502.00
14600	*	006359	NYE UNIFORM COMPANY	199.50
14601	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	138,268.77
14602	*	002767	OSCAR W. LARSON CO.	2,485.15
14603		009820	PLUNKETT COONEY	11,088.20
14604	*	000478	ROAD COMM FOR OAKLAND CO	1,362.48
14605	*	003785	SIGNS-N-DESIGNS INC	255.00
14606	*	006591	MICHAEL SLACK	785.60
14607		000254	SOCRRA	91,020.00
14608	*	001097	SOCWA	222,394.85
14609	*	009266	US SIGNAL COMPANY LLC	5,536.13

City of Birmingham
Warrant List Dated 11/12/2025

Meeting of 11/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
SUBTOTAL ACH TRANSACTION				\$2,081,291.86
GRAND TOTAL				<u>\$2,406,244.79</u>

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



Mary Chavez
Finance Director/ Treasurer

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



MEMORANDUM

Department of Public Services

DATE: November 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Carrie Laird, Parks and Recreation Manager

APPROVED: Scott Zielinski, DPS Director

SUBJECT: Michigan Natural Resources Trust Fund Grant Acceptance Resolution

INTRODUCTION:

Administered by the Michigan Department of Natural Resources (MDNR), the Michigan Natural Resources Trust Fund (MNRTF) grants support state and local units of government with acquisition and development projects that promote natural resource based public recreation opportunities.

The DPS applied for a MNRTF grant in early 2024 for the Booth Park Entry Plaza and Trail Improvements project.

Funding for the 2024 MNRTF grant projects was approved by the State of Michigan in October of 2025. Now that funding is approved, a resolution of acceptance of the grant is required by the MDNR before proceeding with the agreement between the City and the MDNR.

BACKGROUND:

The Department of Public Services (DPS) submitted an application in early 2024 for a MNRTF grant for Booth Park Entry Plaza & Trail Improvements project, and was recommended for funding in the amount of \$400,000 by the MDNR in December of 2024. The funding for the 2024 MNRTF Grant program was approved in October of 2025 by the State of Michigan.

Before proceeding with a project agreement between the City and the MDNR, a resolution of acceptance of the MNRTF grant by the governing body is required.

LEGAL REVIEW:

The City Attorney has reviewed the resolution and project agreement and has no objection.

FISCAL IMPACT:

This grant awards Birmingham \$400,000 (MNRTF grant maximum amount) to apply toward the cost of the Booth Park Entry Plaza & Trail Improvements project. Funding for the Booth Park Entry Plaza and Trail Improvements is budgeted and available with Parks and Recreation Bond Funding this year. Birmingham is committing to matching funds of at least \$968,700, which was included in the grant application. This local match also includes private donations to the project that as of this time total \$46,200 .

PUBLIC COMMUNICATION:

N/A

SUSTAINABILITY:

This project includes sustainable features throughout, and will be adhered to as part of the grant requirements. An example of one sustainable item included in the 2024 grant application project is the rain garden.

DESIGN CONSIDERATIONS:

The City will be held to MDNR requirements based upon certain design elements such as accessibility, sustainability, and quality of overall design as included in the grant application. The City has also committed to the connection to a natural resource, in the City's case, the Rouge River. The Booth Park Entry Plaza & Trail Improvements design integrates accessible features including a restroom facility, six foot or wider pathways and trails, and an accessible river access area. Native plantings, a rain garden, and other sustainable features are also part of the updated plan.

SUMMARY:

The Department of Public Services recommends approving the resolution to accept the grant in the amount of \$400,000 and the terms of the project agreement from the Michigan Department of Natural Resources Trust Fund grant program.

Submittal of the resolution accepting the grant is required in order to proceed with entering into a project agreement with the MDNR.

ATTACHMENTS:

- Resolution of Authorization for Birmingham to accept a grant from the Michigan Natural Resources Trust Fund
- Michigan Natural Resource Trust Fund Development Project Agreement

SUGGESTED COMMISSION ACTION:

Make a motion approving the attached resolution, authorizing Birmingham to accept a Michigan Natural Resource Trust Fund (MNRTF) grant through the Michigan Department of Natural Resources (MDNR), accepting the terms of the project agreement, and further directing the City Clerk to sign the resolution.



**CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION TO ACCEPT A GRANT FROM THE MICHIGAN DEPARTMENT OF
NATURAL RESOURCES TRUST FUND GRANT PROGRAM**

Resolution #_____

Upon motion made by_____, and seconded by_____, the following Resolution was adopted:

RESOLVED, that the City of Birmingham, Michigan, does hereby accept the terms of the Project Agreement for Booth Park Entry Plaza & Trail Improvement Project, Grant #TF42-0122 as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the City of Birmingham does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide local match funds totaling nine hundred sixty eight thousand, seven hundred dollars (\$968,700) to match the grant authorized by the DEPARTMENT.

WHEREAS, the applicant commits said local match from its own resources and additional confirmed funds from the following sources:

<u>Dianna Rasha Foundation</u>	<u>\$24,700</u>
<u>John Rosso Foundation</u>	<u>\$21,500</u>

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, Alexandria Bingham, Clerk, City of Birmingham, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the project agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Birmingham City Commission, at a regular meeting held November 17, 2025.

Signature

Title

Date



MICHIGAN NATURAL RESOURCES TRUST FUND DEVELOPMENT PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Birmingham** in the county of **Oakland**, hereinafter referred to as the “GRANTEE,” and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the “DEPARTMENT.” The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21** of **2025**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title:	Booth Park Improvements	Project #:	TF24-0122
Amount of grant:	\$400,000	30%	Project Total: \$1,368,700
Amount of match:	\$968,700	70%	
Start Date:	Date of Execution by DEPARTMENT	End Date:	10/31/2027

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **12/19/2025** or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: Carrie Laird
Title: Parks & Recreation Manager
Organization: City of Birmingham
Date: 11/17/2025

J32HKEJRJNJ8

Unique Entity Identifier

CV0047835 012
SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____
Clay Summers, Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Carrie Laird / Parks and Recreation Manager
Name/Title
City of Birmingham
Organization
151 Martin Street
Address
Birmingham, MI 48009
Address
248-530-1714
Telephone Number
claird@bhamgov.org
E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager
Name/Title
Grants Management/DNR Finance & Operations
Organization
525 W. Allegan Street, Lansing, MI 48933
Address
P.O. Box 30425, Lansing, MI 48909
Address
517-284-7268
Telephone Number
DNR-Grants@michigan.gov
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF24-0122** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **10/20/2025** through **10/31/2027**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Trail 8' wide or more
 - Restroom Building
 - Signage
 - Landscaping
 - Rain Garden with Native Plants
 - Bench(es)
 - Drinking Fountain(s)
 - Lighting
 - Overlook or Observation Deck
 - Access Pathway 6' wide or more
 - Bike Rack(s)
 - Trash Bin(s)

Utilities
Exercise Station(s)
Picnic Table(s)
Trail entry plaza with stone columns
Pavers, permeable
Pavers, precast
Curb and Gutter Patch
Concrete Seatwalls
Planter Curb
Hammocks
Bollards
Unique Swings
Tables, chairs, umbrellas
Dog waste station
Donor Walkway and Seating area
Ledgestone landing for river access area

6. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to 30% of **\$1,368,700**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **\$400,000**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at 30% of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **\$968,700** in local match. This sum represents **70%** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

- j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2025** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 01/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **01/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and

- d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.

- 29.** This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
- 30.** The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
- 31.** The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 32.** The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 33.** The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- 34.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
- 35.** The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under the Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

COUNTY OF _____) ss

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date



MEMORANDUM

City Clerk's Office

DATE: November 5, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Brmningham Blast

INTRODUCTION:

The Birmingham Shopping District has submitted a special event application to hold the Brmningham Blast on January 24, 2026. Set up for the event is scheduled for January 24, 2026 from 7:00 a.m.- 10:00 a.m. The event begins at 10:00 a.m. and concludes at 6:00 p.m. Teardown is scheduled for 6:00 p.m. – 9:00 p.m.

BACKGROUND:

The necessary departments reviewed the proposed event details submitted in the application, and departments provided feedback on requirements and estimated costs. DPS, Planning, Building, Engineering, Police and Fire have indicated their approval. The Parking Department has been notified of the event for planning purposes.

This community event will bring food trucks and family activities, which may include a zip line, axe throwing, crafts and marshmallow roasting, etc. to South Old Woodward. The goal is to encourage people to spend time in the downtown area during a typically slow time of the year. Many retailers will have shopping promotions and clearance sales.

No special events occur in January in Birmingham and there are no conflicts for this event.

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

The Birmingham Shopping District will place recycling bins in addition to general trash cans.

DESIGN CONSIDERATIONS:

There are no design considerations associated with this event.

PUBLIC COMMUNICATIONS:

The Birmingham Shopping District notified residents and businesses within 300 feet of the event space about the details of this event by letter mailed at least two weeks prior to the City Commission meeting.

SUMMARY:

The City Commission is being asked to approve a special event permit for the Birmingham Blast to be held January 24, 2026 from 10:00 am. - 6:00 p.m., with set up from 7:00 a.m. – 10:00 a.m. Teardown is scheduled for 6:00 p.m. – 9:00 p.m.

ATTACHMENTS:

- Special event application.
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated October 30, 2025. Notification addresses are on file in the Clerk's Office.
- Department approval page with comments and estimated costs.

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 Blast on January 24, 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.

RECEIVED

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.

1 R. L. Lamy

- **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**

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

(Please print clearly or type)

Date of Application 10/7/25

Name of Event BRRmingham Blast

Detailed Description of Event (attach additional sheet if necessary) This community event will bring food trucks and family activities, which may include a zip line, axe throwing, crafts, and marshmallow roasting, etc. to S. Old Woodward.

The goal is to encourage people to spend more time in the downtown area during a typically slow time of year.

Many retailers will have shopping promotions and clearance sales.

Location S. Old Woodward between Maple and Brown and a portion of Merrill

Date(s) of Event January 24, 2026 Hours of Event 10 a.m. - 6 p.m.

Date(s) of Set-up January 24, 2026 Hours of Set-up 7-10 a.m.

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

Date(s) of Tear-down January 24, 2026 Hours of Tear-down 6-9 p.m.

Organization Sponsoring Event Birmingham Shopping District

Organization Address 151 Martin Street, 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

II. EVENT INFORMATION

1. Organization Type City - BSD
(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 will invite non-profits to help at the kid's craft/activity tent where they will be able to share information about their organizations.
4. Are there any sustainability initiatives associated with this event? Please explain.
We will have recycling bins with the regular trash bins
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 The event took place in 2023 & 2024.

7. Total number of people expected to attend per day 5,000
8. The event will be held on the following city property: (Please list)
☒ Street(s) S. Old Woodward from Maple to Brown and a portion of Merrill between Old Woodward and Pierce
☒ Sidewalk(s) S. Old Woodward between Maple & Brown for retailers to put out tables/racks
☐ Park(s) _____

9. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) KK

What parking arrangements will be necessary to accommodate attendance?

Describe We would like to offer free parking at the Pierce and Chester structures during the event.

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 At least one BSD staff member will be on-site as well as volunteers who will be trained before their shifts

11. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) KK

Describe We would like 2 officers dedicated to the event.

plus one additional drone / overwatch officer.

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 10 a.m.

Time music will end 6 p.m.

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

14. Will there be signage in the area of the event?

YES ☒ NO ☐

Number of signs/banners TBD

Size of signs/banners sizes will vary - we will have directional signage and sponsor signage

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 - approximately 8 food trucks	various food items	no	no

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

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	15	\$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)	3-5	10'x10', 10'x20', and 20'x30'
Portable Toilets	8	6 regular, 2 handicap
Rides	1	300' zip line
Displays	TBD	
Vendors	6-10 food trucks	
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

3. Do you want the Fountain on? YES ☐ NO ☐ N/A ☒
The fountain is 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 BRRmingham Blast

EVENT DATE January 24, 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.

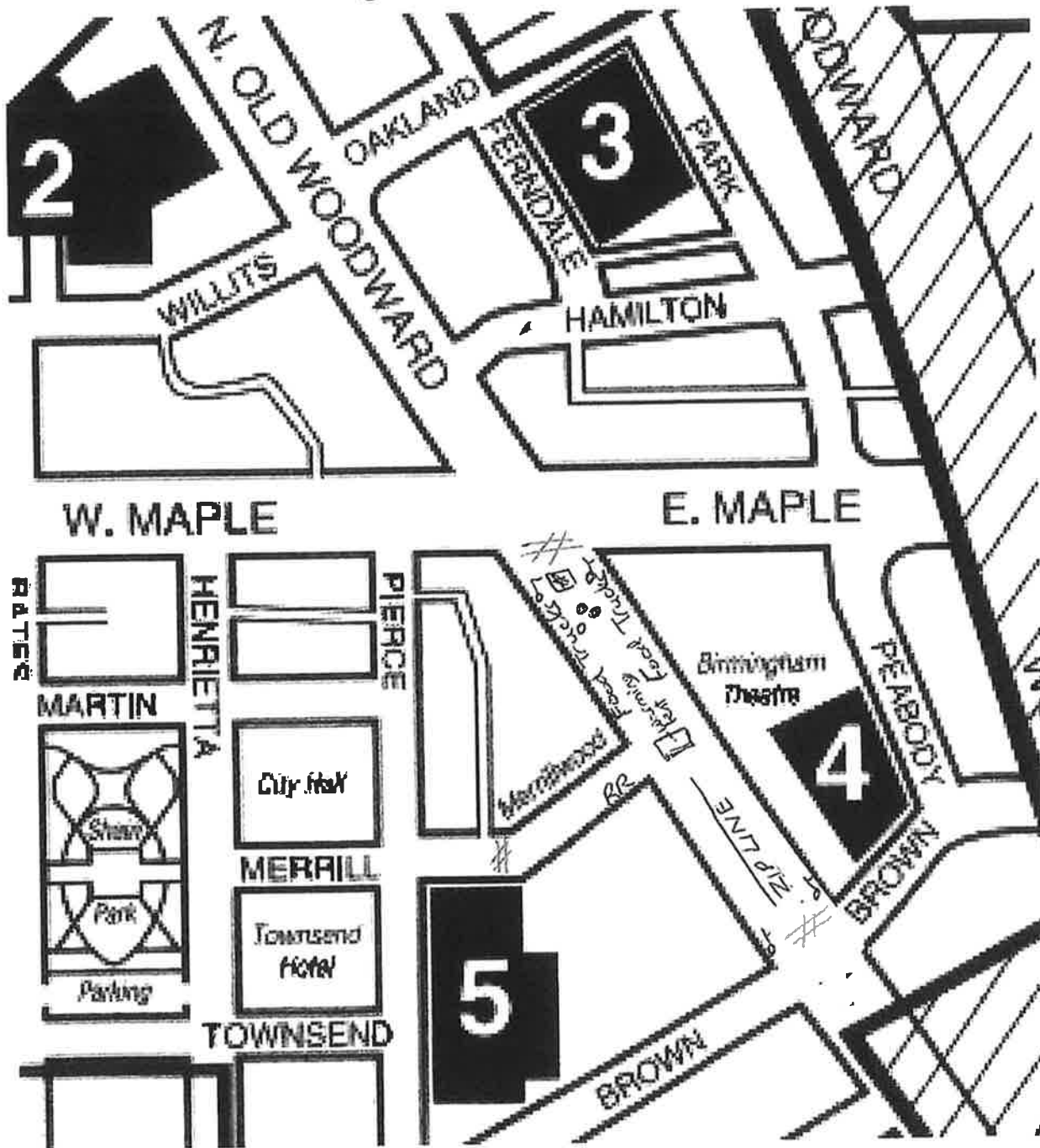
Jaimi Brook 10/3/25
Signature Date

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

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

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

BRRmingham Blast
January 24, 2026



- Road Closures
RR - Port-a-Potties
Speaker icon - Speakers
Tent icon - Kid craft tent
Marshmallow icon - Marshmallow Roasting

trash cans throughout event area

October 7, 2025

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: BRRmingham Blast
LOCATION: S. Old Woodward from Brown to Maple, portion of Merrill, adjacent to S. Old Woodward
DATE/TIME: Saturday, January 24, 2026 from 10 a.m. to 6 p.m.
Set-up begins at 7 a.m.—Tear down complete by 9 p.m.
DATE OF CITY COMMISSION MEETING: TBD, 2025 7:30 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 Street, Birmingham
PHONE: 248-530-1200

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

SPECIAL EVENT REQUEST NOTIFICATION

October 7, 2025

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.

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Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Name
Company
Address
City, State Zip

BIRMINGHAM BLAST
January 24, 2026



5C

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Name
Company
Address
City, State Zip

BIRMINGHAM BLAST
January 24, 2026



Name
Company
Address
City, State Zip

BIRMINGHAM BLAST
January 24, 2026





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
<u>General Liability</u>	MML001444024	7/1/2026	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

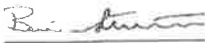
Certificate Holder Additional Insured solely with respect to: Services provided on behalf of the City of Birmingham.

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

BIRMINGHAM
SHOPPING DISTRICT

WARMING TENT

BIRMINGHAM
SHOPPING DISTRICT

COMPLIMENTARY MARSHMALLOWS

BIRMINGHAM
SHOPPING DISTRICT

KIDS' ZONE

BIRMINGHAM
SHOPPING DISTRICT

THANKS FOR
RIDING!
PLEASE RETURN
HARNESS TO START

ZIP LINE

- LINE STARTS HERE
- PARTICIPANTS MUST BE
40 LBS - 225 LBS AND AT
LEAST 6 YEARS OLD
- SIGN A WAIVER TO
RECEIVE A WRISTBAND
- WRISTBAND IS TICKET
TO RIDE

BIRMINGHAM

All signs are 2'x3'

2' x 3'



BIRMINGHAM
SHOPPING DISTRICT

**ZIP LINE
LINE CLOSES
AT 5 P.M.**

2' x 3'



BIRMINGHAM
SHOPPING DISTRICT

STOP HERE FOR:

❁ **EVENT INFORMATION**

❁ **ZIP LINE WAIVERS**

❁ **WRISTBANDS**

Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

METROPLEX MI 480
39 OCT 2025PM 4

FIRST CLASS



US POSTAGE PITNEY BOWES
ZIP 48009 \$ 000.61⁰
02 7W
0008029208 OCT 30 2025

BRRMINGHAM BLAST
January 24, 2026



PNUM: 1925456020
CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

SPECIAL EVENT REQUEST RE-NOTIFICATION

October 30, 2025

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: BRRmingham Blast

LOCATION: S. Old Woodward from Brown to Maple, portion of Merrill, adjacent to S. Old Woodward

DATE/TIME: Saturday, January 24, 2026 from 10 a.m. to 6 p.m.
Set-up begins at 7 a.m.—Tear down complete by 9 p.m.

DATE OF CITY COMMISSION MEETING: November 17, 2025 at 7:30 p.m.

The City Commission will meet in the Municipal Building. If 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
PHONE: 248-530-1200

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

DEPARTMENT APPROVALS

LICENSE NUMBER # 26-00013022

NOTE TO STAFF: Please submit approval by **10/27/2025**

EVENT NAME: Brrmingham Blast
COMMISSION HEARING DATE: 11/17/2025
DATE OF EVENT: 01/24/2026

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	The building Department will inspect on Saturday.	Tents over 400 SQFT.	\$179.54	
FIRE 101.0-000.000-636.0004 248.530.1900	JS	Fire/ EMS crews to respond from stations All Food trucks will require inspections prior to event. Burn barrels must be at least 10 feet from any structure. Cover all electrical cords to avoid trip hazards No open flame under any tent. Cooking with open flame allowed, must be at least 20 feet from tent/ structure. Tents shall be flame retardant certified. Fire Extinguishers must be in place near burn barrels.		\$0.00	
POLICE 101.0-000.000.636.0003 248.530.1870	RK	Barricades, 2 officers to work detail, one additional officer for overwatch/drone.		\$2,474.64	
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1642	BM	DPS Staff will assist in set-up and take down for the event, including road closure set up and removal, and provide staff throughout the event. In the case of a significant snowfall, the ability to provide staff throughout the event could change. Food vendors must place some type of protection material under their food trucks to catch oil and food spills. Trash		\$7,000	

		pickup and estimated clean up costs included. All costs subject to change based on actual costs.			
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	Obstruction Permit is required, and posted detour route for road closure	Obstruction	\$100	
PARKING	AF	Free parking at the Peabody and Pierce Garages	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	
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	\$9,919.18	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Clerk's Office

DATE: November 12, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Advisory Parking Committee Member Resignation

INTRODUCTION/BACKGROUND:

Advisory Parking Committee Member Bill Kolb submitted his resignation from the committee effective November 6, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The City Commission is being asked to accept the resignation of Bill Kolb from the Advisory Parking Committee, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated November 6, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Bill Kolb from the Advisory Parking Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- Resignation from Advisory Parking Committee

1 message

Bill Kolb <wdkolb@gmail.com>

Thu, Nov 6, 2025 at 8:49 AM

To: Office of the City Clerk <clerksoffice@bhamgov.org>

Cc: Bill Kolb <wdkolb@gmail.com>

To whom it may concern:

Given the results of the election, I have been elected to the City Commission of Birmingham and as such need to resign my position on the Advisory Parking Committee effective immediately.

It has been a great privilege to work with the City staff and all members of the committee but want to submit my resignation ahead of the commission meeting on Monday.

Should anything else be required please let me know.

Best,

Bill Kolb
wdkolb@gmail.com
917-650-3086



MEMORANDUM

Clerk's Office

DATE: November 12, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Advisory Parking Committee Member Resignation

INTRODUCTION/BACKGROUND:

Advisory Parking Committee Member Kevin Kozlowski submitted his resignation from the committee effective November 12, 2025.

LEGAL REVIEW:

None.

FISCAL IMPACT:

None.

SUSTAINABILITY IMPACT:

None.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The City Commission is being asked to accept the resignation of Kevin Kozlowski from the Advisory Parking Committee, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated November 12, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Kevin Kozlowski from the Advisory Parking Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.



Mya Brown <mbrown@bhamgov.org>

Fwd: Resignation from the Advisory Parking Committee

1 message

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

Wed, Nov 12, 2025 at 2:46 PM

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

(248) 530-1802 Office Direct

(248) 530-1080 Fax

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

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

From: **Kevin Kozlowski** <kevin.kozlowski@gmail.com>

Date: Wed, Nov 12, 2025 at 2:28 PM

Subject: Resignation from the Advisory Parking Committee

To: <abingham@bhamgov.org>

Hello Alex,

As I have recently been sworn in to the City Commission, I am resigning immediately from my position on the Advisory Parking Committee. Please let me know if you need anything further from me.

Best,
Kevin



MEMORANDUM

Planning Department

DATE: November 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Birmingham Wayfinding & Gateway Signage Fabrication and Installation – ASI Signage Innovations Agreement Extension

INTRODUCTION:

The City's [Wayfinding and Signage Master Plan](#) (the "Plan") contains designs, location details, and specifications for a new system of wayfinding in the City of Birmingham. In June 2024, the City approved an Agreement with ASI Signage Innovations to perform fabrication and installation services to the City of Birmingham for Phase 1 of the Wayfinding and Signage program. The initial agreement stipulated that the work be completed by December 2024, but that the agreement could be extended should additional time be needed. The agreement was extended in December 2024 to allow more time for permitting, fabrication, and the addition of illumination.

Due to the complicated design and the process to obtain a permit from the Michigan Department of Transportation, another extension is needed to complete the contracted work. At this time, the Planning Department is requesting an extension of roughly 8 months through June 30, 2026 to complete the fabrication and installation of the Phase 1 signage (2 gateway signs and 2 pedestrian kiosk signs). The significant extension considers the winter months in which installation work cannot be completed due to the required footings and frost issues.

BACKGROUND:

On June 24, 2024 ([Agenda – Minutes](#)) the City Commission moved to adopt a resolution to approve an agreement with ASI Signage Innovations for wayfinding fabrication and installation in an amount not to exceed \$108,400 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. As is evident, the resolution also included a budget amendment for the additional \$8,400 required for the services. In terms of electrical work, the budget included preparing the two ground mounted identification signs with LED lighting and the associated electrical equipment, but did not include the connection to an electrical source. During this meeting the City Commission requested that the Planning Department explore what it would take to electrify the signs and to return to the City Commission for a budget amendment if necessary.

On December 16, 2024 ([Agenda – Minutes](#)) the City Commission moved to adopt a resolution to approve a 6-month extension to the existing agreement with ASI Signage Innovations for

wayfinding signage fabrication and installation services. This extension expired in June 2025.

Finally, on May 19, 2025 ([Agenda](#) – [Minutes](#)), the City Commission moved to grant another extension due to the same design/MDOT permit issues as were experienced previously. The City and ASI Signage Innovations have made significant progress on the list of additional permit requirements, but have not completed the full package for resubmittal as of yet.

LEGAL REVIEW:

The City Attorney has reviewed the documentation as to form and substance and has no objections.

FISCAL IMPACT:

The Planning Department has \$150,712 budgeted for this project in account # 101.0-701.000-981.0100 (Capital Outlay – Public Improvements). There are no additional funds or budget amendments requested as a part of this extension.

SUSTAINABILITY:

There are no additional sustainability considerations for this agenda item.

DESIGN CONSIDERATIONS:

The design of the proposed wayfinding signage was fully vetted by the Wayfinding and Branding Committee and City Commission. The electrification and illumination of these signs (halo-type lighting) is expected to enhance the characteristics of the signs and accentuate details and visual recognition by passersby.

PUBLIC COMMUNICATIONS:

There are no required public communications for this agenda item.

SUMMARY:

The Planning Department requests that the City Commission consider approving an extension to the existing agreement with ASI Signage Innovations for wayfinding signage fabrication and installation services and to authorize the Mayor and City Clerk to sign the extension on behalf of the City.

ATTACHMENTS:

Please see the following attached documents:

- Agreement Amendment – ASI Signage Innovations

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an amended agreement with ASI Signage Innovations to extend the term through June 30, 2026 for wayfinding signage fabrication and installation services and to authorize the Mayor and City Clerk to sign the extension on behalf of the City.

**THIRD AMENDMENT TO THE AGREEMENT DATED MAY 29, 2024
BETWEEN THE CITY OF BIRMINGHAM AND ASI SIGNAGE
INNOVATIONS**

THIS THIRD AMENDMENT TO THE AGREEMENT DATED MAY 29, 2024 BETWEEN THE CITY OF BIRMINGHAM AND ASI SIGNAGE INNOVATIONS ("Amendment"), by and between the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, having its principal municipal office at 151 Martin Street, Birmingham, MI, 48009 ("City") and **ASI SIGNAGE INNOVATIONS**, a Michigan Corporation, whose address is 1119 Wheaton Ave, Troy, MI 48083 ("ASI") does hereby amend its Agreement as follows:

WHEREAS, the City and ASI entered into an agreement on May 29, 2024, which is attached hereto as Exhibit A; and,

WHEREAS, the City and ASI amended the Agreement on December 16, 2024; and,

WHEREAS, the City and ASI amended the Agreement for a second time on May 19, 2025; and,

WHEREAS, pursuant to paragraph 2 of said Agreement, the parties desire to extend the term of the agreement for an additional eight (8) months.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Agreement, the parties hereto mutually covenant and agree to delete Section 2 of the original Agreement and replace it with the following provision:

2. TERM: This Agreement shall have an end date of June 30, 2026. 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 Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

All other provisions of the Agreement dated May 29, 2024, and all amendments thereto, shall remain in full force and effect.

[Signature Page Follows]

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.

ASI SIGNGE INNOVATIONS
(Contractor)
By: John Watkins
Its: VP

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 13th day of November, 2025 before me personally appeared John Watkins who acknowledged that with authority on behalf of ASI SIGNGE to do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10/23/2026

DONNA JEAN ORR
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 23, 2026
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor
Dated: _____

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

APPROVED:

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

Nicholas Dupuis, Planning Director
(Approved as to substance)

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

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

AGREEMENT BETWEEN

THIS AGREEMENT is entered into this 29th day of MAY, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and ASI SIGNAGE INSTALLATIONS, a CORPORATION (Corporation, Limited Liability Co., etc.), whose address is 1119 WAPA RD PO Box MI 48883 (hereafter referred to as "Contractor") and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to implement the vision and design for the community's current and future signage needs found in the Wayfinding & Signage Master Plan (2024), and in connection therewith has requested proposals for wayfinding & signage phase 1 fabrication and installation and;

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform wayfinding & signage phase 1 fabrication and installation.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for wayfinding & signage phase 1 fabrication and installation dated May 6, 2024, which includes the City's Wayfinding & Signage Master Plan, location details, and detailed design drawings, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the City's Wayfinding & Signage Master Plan, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of 6 months from the date stated above, and is renewable upon expiration for 3 month terms. 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 Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

3. FEES: The fees for this entire project, which includes design, construction and final project completion shall be a total of 108,400 Dollars (\$108,400.00), as are contained in Attachment "A."

4. 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.

5. UTILITIES AND DOT RIGHT OF WAY: Contractor shall ensure that all necessary permits and permissions required to operate on MDOT right-of way, where applicable, have been secured and remain valid throughout the duration of the project. In addition, Contractor is responsible for locating all utilities prior to installation of signs.

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

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

8. 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.

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

10. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out

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

11. 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.

12. 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.

13. 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. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of \$1,000,000, per occurrence preferred, but claims made accepted.

E. 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.

F. 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.

G. 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.

H. 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;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. 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.

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

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

Contractor: ASI SIGNAGE INNOVATIONS
1119 WILKINSON
TROY MI 48083
Attn: KELLY JARSON

15. 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.

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

17. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor's 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 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.

18. 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.

19. 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.

20. 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.

21. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 5/29/24, to the City's Request for Proposals dated May 6, 2024. In the event of a conflict in any of the terms of this Agreement and the Contractor's 5/29/24 (date of response) response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and 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.

ASIS SIGNATURE INNOVATIONS
(Contractor)
By: [Signature]
Its: John Watkins, V.P.

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 29 day of MAY, 2024 before me personally appeared John Watkins, who acknowledged that with authority on behalf of ASIS SIGNATURE INNOVATIONS to do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 11/22/2026

DONNA JEAN ORR
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 23, 2026
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM:

By: [Signature]
Elaine McLain, Mayor
Dated: 6/28/24

By: [Signature]
Alexandria D. Bingham, City Clerk
Dated: 6/28/24

APPROVED:

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

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

[Signature]
Mary M. Mucharek, City Attorney
(Approved as to form)

[Signature]
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

November 2025 City Manager's Report

Baldwin Public Library

Library Board

The Library Board will meet on Monday, November 17, 2025 at 7:30 p.m. for its regular meeting.

Retirement of Board Member Melissa Mark



Melissa Mark's last meeting as a Library Board member was on October 27. President Danielle Rumble read a commendation in her honor that thanked Mark for 8 years of service to the library. Mark was gifted a farewell cookie cake by library patrons John and Sheila Bruce, which was enjoyed at the meeting.

Rebekah Craft, named the Michigan Library Association's 2025 Public Librarian of the Year

Rebekah Craft, who has been with Baldwin Public Library since 2015 and has served as the director since January 2021, was recognized at the annual awards dinner, held this year in Lansing on October 29.

Craft's nomination was submitted by Library Board member Wendy Friedman, with support from staff. During her acceptance remarks, Craft highlighted the importance of libraries as safe spaces, and thanked the staff and board for their support of service to the public. Craft referenced the origin of BPL, which began as a collection in Martha Baldwin's living room, and emphasized the legacy of Martha Baldwin as a role model.

Members of the public are invited to celebrate with Craft at an open reception on Monday, November 17 from 5:15 to 7:15 p.m. in the Rotary Donor Room on the lower level of the library.



Library of Michigan Public Library Financial Management Cohort

After a competitive review process, Rebekah Craft has been selected to participate in the 2025-2026 Public Library Financial Management Cohort. The Library of Michigan works with the University of Georgia's Carl Vinson Institute of Government to provide a public library financial management certificate program for a cohort of up to 30 public library staff members. Participants include public library directors, budget administrators or other public library staff with managerial financial management responsibilities. This cohort is a 9-month series of classes focused on governmental financial accounting and policy development.

The Library Financial Management Certification Program includes six online courses (Budgeting for Libraries, Purchasing, Governmental Accounting for Libraries, Internal Control for Libraries, Payroll Administration, and Writing Financial Policies) and 16 instructor sessions and topical LM presentations.

Thanksgiving Closure

The library will close at 5:30 p.m. on Wednesday, November 26 and will be closed on Thursday, November 27 and Friday, November 28. Regular hours will resume Saturday, November 29 at 9:30 a.m.

Library Tours

If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection and hear about new programs and services. The next tour will meet in the library's lobby on Tuesday, November 18, at 4 p.m.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, December 3 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:

Hunger Games Party: Grades 7-12

Wednesday, November 19, from 5:30 p.m. - 8:30 p.m.

Calling all fans of the Hunger Games, join us for a Hunger Games Party! We'll be refreshing our Hunger Games knowledge by watching The Ballad of Songbirds and Snakes movie and playing some rounds of Hunger Games Bingo to win themed prizes. Snacks will be provided.

Book Matchmaker: Using the Catalog & Advisory Tools

Thursday, November 20 from 3 p.m. - 4 p.m.

Discover how to find your next great read by learning to navigate the library catalog with confidence and explore trusted reader's advisory websites like NoveList and Goodreads. This class will guide you through tools and tips for uncovering books tailored to your interests, whether you're seeking a cozy mystery, a gripping memoir, or something entirely new.

IDEA LAB RETRO EXPO - An Interactive Exposition of Vintage Video Games and Computers!

Friday, November 21 from 12 p.m. to 5 p.m.

Saturday, November 22 from 10 a.m. to 5 p.m.

Sunday, November 23 from 12 p.m. to 5 p.m.

The Idea Lab Presents our third annual expo of vintage computers and games! Play classic games on authentic hardware, experience tech from the peak of the digital revolution! IBM, Apple, Nintendo, Sega, Playstation and more! No registration needed to attend.

Do you have some vintage tech you're proud of? Register to reserve a table, and bring your own gear to the show! To exhibit gear or to volunteer at the event, visit <https://forms.gle/6CK1oMhnbFyBXnYp9>.

Illustrated History of the Soo Locks

Monday, December 1, from 7 p.m. - 8 p.m.

One of North America's most important engineering marvels resides right here in Michigan: the Soo Locks. The first lock on the St. Mary's River opened in 1798, the largest in 1969 and work began last year to build a new lock. The story of this amazing man-made behemoth is constantly evolving. Using hundreds of historic images, some dating from the 1860s, Michelle Briggs, chief park ranger at the Soo Locks, leads an in-depth exploration of the National Historic Landmark facility and the lynchpin of Great Lakes navigation. Registration required.

Tammy's Tastings: Holiday Cocktails

Tuesday, December 2, from 7 p.m. - 8 p.m.

Get ready to celebrate the holidays and toast the new year with a selection of festive cocktails, including Hanukkah-tipples, spiced wine, bubbly champagne cocktails and rich egg nogs! You'll receive a selection of recipes in advance so you can pick what you'd like to mix. During the class, Tammy will share the history and stories behind these drinks and how they fit in with our holiday traditions.

Library 101 – What you didn't know you needed to know about BPL

Tuesday, December 9, 6 p.m. – 7 p.m.

Join Associate Director Jaclyn Miller for a review of resources and materials available to you with your library card. Whether you live, work, or go to school in our service area, are a seasoned user or new to BPL, you'll learn something exciting! Registration required. Attend in person, all ages welcome.

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

Birmingham Museum

Allen House closed but Hunter House will remain open during the holidays with new candlelight tours

During the holidays, the Hunter House will feature a special treat for the season – a new candlelight tour experience of life in the 19th century in one of the oldest homes in Michigan. During the Allen House closure to install the 2026 exhibit, the Hunter House tour will be only \$3 per person during our normal hours of Tuesday through Saturday from 1 to 4 p.m. We hope you will join us at the Hunter House for a totally different experience.

Birmingham Museum Board's updated strategic plan - presentation to City Commission expected in December

After nearly 18 months of study and review, the Museum Board is finalizing the Birmingham Museum's updated strategic plan. The plan incorporated research, comparative information with nearby museums, best practices in the field and public survey results in a plan that reflects both where the museum has been and where it is going. With both short- and long-term objectives and priorities, it is anticipated that the plan will provide direction for the museum for several years.

Birmingham Shopping District

Holiday Happenings

The Birmingham Shopping District (BSD) is preparing for a busy holiday season full of local [shopping](#), [dining](#) and a robust [calendar of events](#). Notable media partners include HOUR Detroit, Birmingham City Lifestyle, WDIV, WXYZ, WNIC, Channel 955, Michigan Radio and others. We look forward to welcoming local visitors and out-of-town guests downtown this season.

- **November 29:** Small Business Saturday, Santa Walk (9:30 a.m.) and giveaways. All day.
- **Weekends, November 29-December 21:** Santa House & horse-drawn carriage rides in Shain Park. Hours vary.
- **December 5:** Holiday Tree Lighting Event, 6 p.m. in Shain Park.
- **December 5-7:** [Winter Markt](#) in Shain Park. Hours vary.
- **December 13:** Free roasted chestnuts, 10 a.m. – 2 p.m. Visit the tent at the corner of Maple Road and Old Woodward Avenue.
- **December 20:** Free hot chocolate and churros, 10 a.m. – 2 p.m. Visit the tent at the corner of Maple Road and Old Woodward Avenue.
- **December 24:** Santa House and horse-drawn carriage rides in Shain Park. Hours vary.



BirminghamBURGER Winner Announced on November 3

The month-long BirminghamBURGER competition ended on October 31, 2025 with over 5,500 ratings of burgers from 19 participating restaurants. Congratulations to Terra Kitchen & Cocktails, located at 260 North Old Woodward Avenue, on winning the title of Birmingham's Best Burger in the 2025 BirminghamBURGER competition with its mouth-watering Terra Nova burger. "This competition is a great way to highlight all the restaurants and their burgers and contribute to the local community," said Executive Chef Fernando Mercado.

Competition was close, with many restaurants earning high marks. The top five restaurants were:

1. Terra Kitchen & Cocktails – 2025 Winner
2. Adachi
3. Elie's Mediterranean Grill
4. Bell Bistro
5. Hazel's



The BSD thanks all the participating restaurants and the community for a memorable event. The BirminghamBURGER event continues to showcase the creativity and talent of our local chefs and raises awareness for the variety of restaurants within the BSD. We look forward to what our downtown Birmingham chefs will come up with next year!

New Businesses

We look forward to welcoming several new retailers in the coming weeks including RH Gallery, at 300 South Old Woodward Avenue, REDVANLY at 203 East Maple, and many others in 2026 including Vuori, Rag & Bone, Design Within Reach, Street Beet, Kashin Izakaya and more. For a full directory of shops and restaurants, visit our [website](#).



Downtown Guide

The BSD Business Development and Marketing Committees have launched a new Downtown Guide, providing local and out-of-town visitors with information on BSD businesses, events, travel amenities and more. A digital version of the Downtown Guide is available online at downtownbirmingham.com/guide, and physical copies are available at the BSD office and other locations around town.

Job Opportunity: Events and Business Development Assistant

The BSD is hiring a part-time events and business development assistant to support a variety of BSD events and activities, and business development initiatives. This role includes both in-office administrative work and on-site event support, including some evenings and weekends. Earn up to \$25.32/hour, plus benefits including healthcare, paid time off and more. For more information and to apply, visit bhamgov.org/jobs.

Building Department

Board of Zoning Appeals

There were five cases on the agenda for the October 28, 2025 Board of Zoning Appeals regular meeting:

1. 495 Vinewood: The property owner requested a variance from the minimum open space requirements to replace the existing driveway. The request was approved 7/0.
2. 270 S Glenhurst: The property owner requested a variance from the minimum rear yard setback to construct an attached pergola to the existing home. The request was approved 4/3.

3. 1155 Webster: The property owner requested a variance on the minimum side yard setback to construct a rear addition to the existing home. The request was approved 7/0.
4. 309 Arlington: The property owner requested a variance on the placement of a standby generator. The request was denied 5/2.
5. 1061 Forest: The property owner requested variances from the rear and side yard setbacks. The appeal was postponed to the next regular meeting as it needed an additional request.

Online Permit Applications

In the month of October, we processed 404 permits online, bringing this year's total permits processed electronically to 3,390.

Monthly Report

The Building Department's [monthly report](#) shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

November 4, 2025 Election

The Clerk's Office would like to thank the many election inspectors and City staff that helped conduct a safe and successful November 4 local election. We appreciate the 22.3 percent of Birmingham's registered voters who participated by voting early, absentee or in person. Unofficial results are available at oakgov.com/elections in the "2025 Elections" section under the "November Elections" tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

2026 Election Date

- August 4, 2026 - State primary
- November 3, 2026 - State general

For more information on elections, visit the City's web page bhamgov.org/vote. Voters are also encouraged to use mi.gov/vote to verify their specific voting information and update their registration as needed.

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)

GCAB's next meeting is scheduled for December 5, 2025. To view Greenwood Cemetery Advisory Board agendas and minutes, visit bhamgov.org/GCAB.

Also note that for those visiting the cemetery and placing decorations for loved ones, it is important to be aware of the [Greenwood Cemetery Operational Procedures, Conditions & Regulations](#), specifically sections II, III and V.

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit 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, which make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference – visit bhamgov.org/boardopportunities to view all available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

Communications

December Around Town e-newsletter

The communications team is working on the December edition of the Around Town e-newsletter, which will include information about holiday events, internet purchase exchange location, new businesses and more. Follow [this link to view the November edition](#).

2026 City Calendar

The 2026 City Calendar is nearly complete. This edition features our patriotic logo and special "Then and Now" images to highlight our local history as we prepare to celebrate America's 250 years. Keep an eye out for it in your mailbox in mid-December!

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
7/28/25	Infrastructure Master Plan/Unimproved Roads	7/28/25	In progress
6/23/25	Use of public property in front of stores	7/28/25 6/23/25	In progress
5/5/25	Tree-related resident communication	7/14/25 5/5/25	Upcoming workshop
4/7/25	Unimproved Roads	5/5/25 4/7/25 3/10/25	In progress
8/13/24	Speed mitigation – Arlington/Shirley	8/28/24	In progress
5/8/23	Woodward noise	6/5/23 5/8/23	In progress

Department of Public Services

Reminder from DPS:

Trash and recycling cans should not be placed the street. The preferred location is adjacent to the street edge, curb or cape seal, depending on the type of street. This will help assist with the City's leaf pickup on curbed streets and snow removal on both curbed and uncurbed streets.

Invasive Species Alert: Spotted Lanternfly!

On October 26, 2025, DPS forestry staff detected an adult [spotted lanternfly](#) (*Lycorma delicatula*), a highly invasive forest pest first found in Oakland County in 2022. The adult spotted lanternfly (SLF) was caught in a trap designed to trap and help monitor the spread of SLF, installed by DPS forestry staff on October 9 near the

railroad tracks at Maple and North Eton. Native to Eastern Asia, this species has been spreading across the eastern U.S., beginning with Pennsylvania in 2014.

The spotted lanternfly may cause significant damage to specialty crops and is a nuisance in outdoor areas, as the honeydew and sooty mold byproducts SLF creates on and around infested trees can discolor and/or kill plants and creates a foul odor, attracts other unwanted pests, and requires pesticide treatments to control infestations.

SLF prefers to feed on Tree-of-heaven (*Alianthus altissima*), which is also an invasive species and on the City's prohibited species list. However, it also will feed on other tree species such as Black Walnut, River Birch, Willow, Sumac and Red Maple. The spotted lanternfly could have significant consequences for fruit growers in Michigan, left unchecked it could potentially destroy entire crops.

For more information, please visit [MSU Extension - Spotted Lanternfly](https://www.maes.msu.edu/extension/SpottedLanternfly/). To report a sighting, visit michigan.gov/eyesinthefield.

Box Tree Moth

Another active invasive pest in the Birmingham vicinity is the [box tree moth](#) which can cause the defoliation and death of Boxwood shrubs, which are prevalent in landscapes in the area.

On October 9, 2025, DPS forestry staff discovered a box tree moth infestation on City-owned property on Boxwoods located on a plot at Greenwood Cemetery. DPS staff has been consistently monitoring for any signs of box tree moths on City-owned property for the last several growing seasons and thankfully had yet to identify any signs of their presence until the recent Greenwood Cemetery sighting. The DPS protocol has been to replace any dead or struggling Boxwood (which are more susceptible to infestation) with a different species to avoid the need for multiple insecticide treatments annually, which can also harm beneficial insects. For example, DPS recently replaced all of the Boxwood on the south side of City Hall along Townsend Street with Inkberry Holly, which have a similar look but are resistant to this destructive pest.

For more information and/or to report a siting, please visit [MSU Extension- Box Tree Moth](#).

The City intends to publish articles in Around Town and the City's social media outlets beginning in Spring 2026 to help educate residents about SLF and Box Tree Moth before next year's growing season.

Engineering Department

Local Bridge Program Funding Award

The City was awarded 2025 Michigan Local Bridge Program funding for the 2028 fiscal year of approximately \$2,870,550 for improvements to the Derby Road bridge over the railroad tracks. In March 2025, the Engineering Department submitted the grant application to the State requesting 50% of the project's \$5,741,000 construction cost.

City Construction Projects:

The following projects have punch list items that will be completed soon:

- Arlington, Shirley and Brandon Project
- 2024-2025 Concrete Repair Program
- 2023-2024 and 2024-2025 Cape Seal Program
- Oakland and Haynes Project
- N. Adams Resurfacing Project
- Bird Ave. Phase 1A Project (Pierce Street to Grant Street)
- Willits/Bates/Chester Project

Traffic Signal Mast Arm Project:

New mast arm traffic signals have been installed at Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams, and the contractor is currently working on concrete installation and restoration.

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

The contractor has started construction, and work is occurring on Wimbledon Drive for the sewer and water main installation. Access is being maintained for local residents only via Oxford, Abbey and Woodward Avenue.

Maple Road Patching Program:

The contractor has poured all the concrete on the north lane of Maple Road underneath the bridge, and it is currently curing. Maple Road will be open to normal traffic by Friday, November 21, weather permitting.

2025 Concrete and Sidewalk Repair Program:

The contractor started work on various sidewalk locations throughout the City, and will begin concrete repairs at Maple Road and Eton, Lincoln Well Park, Crestview Park and in alleys near Ann Street and Lincoln Street.

Lead Service Replacement Program

In November 2024, the City mailed notices to property owners with lead water services, galvanized pipes previously connected to lead materials, or unknown water service materials per EGLE's requirements. The City will be issuing letters again in November 2025 for EGLE's yearly notice requirements. Those with questions about the letters or who want to sign up for lead service replacement at no cost should contact the Engineering Department at (248) 530-1840.

Consumers Energy Projects

Consumers Energy has two projects under construction in Birmingham to replace the gas main in the western part of the City. Consumers Energy has notified residents of this upcoming project. Those with questions about this project should contact Consumers Energy at the appropriate number below:

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

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

Fire Department

The Birmingham Fire Department's fire prevention bureau and community risk reduction program devote time throughout the year performing various inspections, public fire education speaking engagements, home safety inspections, etc. to keep the community and its residents safe. So far this year, the department has performed 1,271 annual inspections of the 1,800+ businesses in town, along with 144 various permit and licensing inspections. The community risk reduction program has engaged with more than 2,700 residents regarding public fire education and home safety inspections, which includes installation of carbon monoxide and smoke detectors to our residents in need.

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of November 10, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

Department	Name	Position	Type
Police	Kateryna Scherbata	Police Dispatcher	PT
Clerk's Office	Hannah Nassar	Clerk Intern	Intern
Fire	Abby Smith	Firefighter Paramedic	FT (BFFA)
Parking	Luke Toppa	Parking Maintenance	FT

November Hiring Anniversaries

The City of Birmingham celebrates the hiring anniversaries of the following employees this month. 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	Mark	Akram	Engineering	Construction Engineer
2	Mya	Brown	Clerk's Office	Deputy Clerk
2	Luxie	Kouza	Police	Police Officer
2	Mariah	Trovato	Building	Clerical Support
2	Joshua	Campeau	Library	Librarian
2	Becky	Nelson	Library	Substitute Librarian
2	Austin	Dewalt	Library	Library Assistant
3	Joshua	Parks	DPS	Fleet Mechanic
3	Michele	Turner	Library	Library Assistant
3	Lindsey	Block	Library	Lib Substitute Librarian
3	Kanady	Horn	Library	Library Page

4	Christina	Cilluffo	HR	Human Resources Manager
4	Lisa	Wayner	Police	Police Officer
4	Brendt	Frederick	Fire	Firefighter Paramedic
5	Brenden	Meredith	DPS	SSW Operator
5	Justin	Burris	DPS	SSW Technician
5	Hanna	Drisko	Library	Library Page
6	Cailey	Kosciuk	Library	Library Intern
6	Lauren	Clifford	Library	Library Assistant
6	Cheyenne	Nierhaus	Library	Library Operations Assistant
6	Robert	Stratton	Library	Library Office Administrator
7	Kyle	McCanham	Police	Police Sergeant
7	Brent	Jackson	DPS	DPS Parks and Forestry Operator
10	Jeffrey	Scaife	Fire	Fire Marshal
10	Ryan	Wiseman	Fire	Firefighter Paramedic
10	Jeffrey	Schemansky	Fire	Firefighter Paramedic
11	Melissa	Toole	Police	Police Dispatcher
18	Chad	Check	DPS	Garage Foreman
18	Bartolomeo	Gioia	Library	Librarian
20	Susan	Dion	Library	Librarian
24	Lawrence	De Maggio	DPS	Water Meter Shop Coordinator

November Hiring Status

The City is seeking candidates for the following positions. Below is the current status of each opening. To apply or for more information, visit bhamgov.org/jobs.

Department	Position	Type	Status
BSD	Events and Business Development Assistant	Part Time	Accepting Applications until 11/14/2025
DPS	Parks Laborer	Part Time	Accepting Applications until 11/14/2025
Finance	Assistant Finance Director	Full Time	Accepting Applications until 11/21/2025
Parking	Administrative Assistant	Part Time	Reviewing Applications
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled
Police	Police Officer	Full Time (BPOA)	Open Until Filled
Police	Parking Enforcement Assistant	Full Time (AFSCME)	Reviewing internal candidates
Engineering	Engineering Inspector	Full Time (AFSCME)	Reviewing Applicants
Engineering	Assistant City Engineer	Full Time	Reviewing Applicants
Museum	Museum Assistant	Part Time	Onboarding

Planning Department

Planning Board (PB)

Zoning Ordinance Update Project

As has been emphasized at numerous touchpoints in the beginning stages of this project, communication will be key to the success of the Zoning Ordinance Update. The City Managers report will be one tool that is used to communicate updates to the City Commission and the public, but it will not be the only tool. These regular monthly updates will provide the Commission with consistent updates and key next steps and will provide upcoming projected meeting dates at which this project will be discussed. Larger updates will likely be provided as staff reports, and bi-annual joint meetings will serve as regular check-ins between the PB and City Commission.

On October 22, the Planning Board reviewed the six proposals received and has selected four consultants for an interview. The interviews will be structured and provide consultant teams an opportunity to add some depth to their response, as well as introduce key team members. Once complete, it is expected that the Planning Board will make a recommendation to the City Commission sometime in December. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- December 10, 2025
- January 14, 2026

Regular Business

The Planning Board has two remaining meetings in 2025. They are expected to wrap up several site plan reviews, and will begin preparing the 2025 annual report and other end-of-year activities.

Completed item:

2333 Cole Street – Final Site Plan & Design Review (10/22/25)

- *Application was withdrawn*

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

The Historic District Commission is set to review a first draft of the Historic Preservation Master Plan at their first meeting in November. The HDC intends to continue public engagement through the draft, and plans to provide the draft with public comments to the City Commission in December or January.

A list of recently completed items is provided below:

1. Historic Preservation Master Plan – Study Session (11/5/25)
 - The HDC and City staff are developing an organized, holistic and long-range approach Historic Preservation Master Plan to help guide preservation efforts into the future.
2. 33900 Woodward – Hunter House – Design Review (11/5/25)
 - Request for façade renovations on existing one-story commercial building in the Triangle District of Birmingham.

Environmental Sustainability Committee (ESC)

The ESC's next meeting is scheduled for November 17, 2025. The ESC is planning to finalize recommendations toward ordinance language to support the sustainability congestion fee, as well as new language to address stormwater on single-family properties during redevelopment. In addition, staff has provided reports on new opportunities to work with the Birmingham School District, and a potential community led project.

Police Department

MCRA Registration

The Birmingham Police Department Peer Support Team is registered with the Michigan Crisis Response Association (MCRA). The MCRA is a cooperative effort of crisis response teams throughout the State of Michigan. Birmingham Police is one of 56 registered teams in Michigan. Through the MCRA, our peer support team has greater access to training courses and the development of standards of practice for teams throughout the State.

Pavement Markings

At the July 28, 2025 regular meeting of the City Commission, a three-year contract was approved with Royalty Painting to paint all handwork pavement markings throughout the City. Royalty Painting was selected after a Request for Proposal process was completed and the Police Department solicited competitive bidding.

At this time, almost all of the fall painting has been completed. The Police Department is happy to report the quality of their work has surpassed our expectations. The painting applied both at parking stalls and crosswalks appears to be brighter in color and have cleaner lines. Additional pavement markings, such as "SCHOOL" markings are being replaced. See before and after pictures on the next page.

BEFORE:



AFTER:



Additionally, the Police Department contacted the Road Commission for Oakland County, which maintains Woodward for MDOT, regarding the poor condition of the crosswalks on Woodward throughout the City. As a result, those crosswalks were repainted by the Road Commission in mid-October.

October Community Outreach Events

October was a busy month for the Police Department in terms of our Community Outreach Programs. At the time of this report, the Police Department is in the process of scheduling active assailant training at First United Methodist and First Presbyterian churches, and a fraud training class for the Baldwin House. Other events that the Police Department participated in and/or provided training for in October are:

- 10/3 - Our Shepherd School Fun Run
- 10/6 - Redeemer Church Security Meeting
- 10/7 - Escorted a Grant a Wish cancer patient home from Corewell Health
- 10/8 - Pembroke Walk/Bike to School Event
- 10/16 - Donuts and Decks
- 10/18 - YMCA Trunk or Treat
- 10/23 - TDR Orthodontics Trunk or Treat
- 10/24 - Holy Name Trunk or Treat
- 10/27 - Active Assailant Training at Holy Name Church
- 10/28 - Active Assailant Training at Fenner, Melstrom & Dooling (355 S. Old Woodward)

The Police Department's commitment to our community outreach is not only to enhance the image of our department, but also to contribute to the ongoing goal of fostering lasting and positive relationships between our Police Department and the community we serve.

Parking Systems Update

Chester Garage Repair Project Update

Repairs at the Chester Garage are nearing completion. All painting, concrete and waterproofing work has been successfully finished, and the remaining items primarily involve mechanical, electrical and plumbing systems. Punch list activities are currently underway, with final completion anticipated by Thanksgiving. Repairs to the deteriorated parking floor coating on the roof will be scheduled for the spring, when temperatures are more suitable for this type of work.

MPS SafetyStick Pilot and Rollout

The Parking and Police Departments have been jointly piloting two SafetyStick devices to monitor and improve parking compliance in key downtown areas. One device is located on Peabody Street adjacent to Birmingham Roast, where vehicles frequently stop illegally in the travel lane for short periods to pick up orders. The second device is installed on Brown Street within the 15-minute parking zone.

The SafetyStick system captures photographs of license plates belonging to vehicles parked illegally or exceeding the posted time limit. Once Parking Enforcement verifies and approves the violation, a citation is automatically mailed to the registered owner. Municipal Parking Systems (MPS) will manage all citation processing and enforcement operations. The City will continue to receive citation revenue, while MPS will collect additional fees associated with the processing of each citation.

Over the past six months, the SafetyStick devices have been in an observation-only phase to evaluate their accuracy and effectiveness; no citations have been issued during this period. The SafetyStick program is designed exclusively to monitor "No Parking" zones and short-term (15-minute) parking areas and will not be used to enforce time limits or violations at metered parking spaces.

Parking Reports

Download the monthly [parking report](#) to view the following data: total citations issued, average weekly maximum capacity, meter revenue by amount and percentage, monthly passes compared to garage capacity, and monthly permits sold.

Future Agenda Items

Download a summary of [future agenda items](#).

Potential Future Workshop Topics

Potential upcoming workshop topics include: City Hall improvements, Unimproved Roads, City Trees.



MEMORANDUM

Finance Department

DATE: November 4, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary J. Chavez, Finance Director/Treasurer
Kathryn G. Burrick, Senior Accountant

SUBJECT: 2026-2027 Community Development Block Grant Application Public Hearing

INTRODUCTION:

The purpose of the November 17, 2025 public hearing is to: receive citizen input regarding the 2026-2027 Program Year Community Development Block Grant (CDBG) program; make a determination of eligible project(s) to be pursued; and determine the amount of funds to be allocated to each project.

BACKGROUND:

The CDBG program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to entitlement jurisdictions. CDBG funds housing, public facility and public service activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as an "urban county". Participating communities must join with the County to receive CDBG funding. The City of Birmingham has been a participant of the CDBG program for over 30 years.

The City of Birmingham has been given a tentative planning allocation of \$34,052, which is the same as last year's proposed allocation. Under CDBG guidelines communities may: a) spend a maximum of 15%, or \$5,107, of their 2026-2027 funding allocation on public service activities; b) allocate no less than \$3,500 per activity; and c) allocate funding to no more than 2 activities. Please note that unlike previous years, the funding is not guaranteed this year due to updated guidelines issued by Oakland County.

In the past, the City has allocated the maximum amount of funding to public service activities. This funding is typically allocated towards senior services and yard services. In the past, these activities have been administered by an outside agency which is selected through a bid process every program year. Historically, NEXT has administered these services.

Since the City has so few low-income residents, the City is really restricted on what it can do with the remaining funding. The remaining funding is usually allocated to minor home repair and/or the removal of architectural barriers. The minor home repair activity provides funding for repairs to homes of low-income residents that typically are less than \$5,000 per repair. This activity is also administered by an outside agency which is selected through a bid process when funding is allocated to this activity. The removal of architectural barriers activity provides funding to retrofit City property which was not ADA compliant such as bathrooms and entrances to public facilities and creating barrier-free pathways.

Federal regulations governing the public hearing process require: the public hearing to first be opened to the public for comment; after public comment, the public hearing should then be closed; **after the public hearing has been closed, the City Commission may then discuss the application and take action by roll call vote.** At the close of the public hearing, the eligible projects are required to be identified, along with the approved funding allocations. The deadline for submitting the grant application is Friday, December 5, 2025.

LEGAL REVIEW:

No legal review required.

FISCAL IMPACT:

No impact this fiscal year. The amount approved will be included in the 2026-2027 annual budget.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:

Not applicable.

PUBLIC COMMUNICATIONS:

This public hearing is noticed in the Oakland Press.

SUMMARY:

Staff recommends that the amount of public services funding of \$5,107 be allocated to yard services. In addition, staff recommends the remaining funding of \$28,945 be allocated to the final phase of the landscape improvements for the John West Hunter Park to provide barrier-free access extending from the pond boardwalk to the west edge of the lawn. The project will include regrading and construction of a stone patio, boulder walls, an accessible crushed limestone path, and an accessible overlook and seating that will provide ADA access and views of the Rouge River and valley.

It is suggested that the City Commission approve the allocation of CDBG funds as proposed above, that the Finance Director prepare the 2026-2027 Community Development Block Grant application and conflict of interest certification according to those funding allocations, and that the City Manager be authorized to sign the application, conflict of interest certification, affidavit of compliance, and sub recipient agreement (when available).

ATTACHMENTS:

1. Conflict of Interest Certification
2. Affidavit of Compliance

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the Program Year 2026 Community Development Block Grant application with the following projects and respective allocations:

	<u>APPROVED</u> <u>2026-2027**</u>
1. Public Services – Yard Services	\$ 5,107
2. Remove Architectural Barriers – Museum Park	<u>28,945</u>
TOTAL	<u>\$ 34,052</u>

and authorize the City Manager to sign the application, conflict of interest certification, affidavit of compliance, sub recipient agreement (when available), and other documents resulting from this application on behalf of the City and submit the documents to Oakland County.

** (TO BE DETERMINED BY THE CITY COMMISSION AT THE NOVEMBER 17, 2025 MEETING)

TITLE 24--HOUSING AND URBAN DEVELOPMENT CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD

Part 570 Community Development Block Grants

Subpart K Other Program Requirements

Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations. By applying for CDBG funds, the Participating Community certifies that they have read the above:

CITY OF BIRMINGHAM

JANA ECKER

CITY MANAGER

[SIGNATURE]

[DATE]

AFFIDAVIT OF COMPLIANCE

The undersigned certifies that the information in this application is true and correct. In applying for CDBG funds, the applicant has read, understands and agrees to comply with all the provisions of all federal regulations issued thereto by the U.S. Department of Housing and Urban Development (HUD), state and local regulations and laws.

CITY OF BIRMINGHAM

JANA ECKER

CITY MANAGER

[SIGNATURE]

[DATE]



MEMORANDUM

Department of Public Services

DATE: November 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Carrie Laird, Parks and Recreation Manager
Scott Zielinski, DPS Director

SUBJECT: Poppleton Park Playground Improvements

INTRODUCTION:

Poppleton Park is 17.2 acres in size and is classified as a community park. The City's Parks and Recreation Master Plan follows the guidelines of the National Recreation and Park Association (NRPA) in determining park classifications. The NRPA defines a community park as a public green space that serves multiple neighborhoods and a larger population than a neighborhood park. These parks are typically larger, though they can vary in size, and feature a diverse mix of active and passive recreation amenities.

As the Department of Public Services (DPS) continues implementing City-wide playground improvements, a priority of the Parks and Recreation Bond, Poppleton Park is next on the list. Priority playground improvements are described in the [2024-2028 Parks and Recreation Master Plan](#). Funding is budgeted this fiscal year to accomplish a fully inclusive, accessible playground at Poppleton Park. From initial discussions to finalizing the Parks and Recreation Bond improvements priority list in 2019, Poppleton Park's playground has long been envisioned to be the City's first fully accessible and inclusive playground.

BACKGROUND:

Citywide Playground Improvements

Penchura, LLC was awarded the City-Wide Playground Improvements four-year contract in April of 2025 ([Agenda/Minutes](#)). The scope of services for this contract is all encompassing playground work from design, purchasing the equipment, up to and including installation. Penchura was selected for their ability and expertise in designing for accessibility and inclusivity, a priority of our Parks and Recreation Master Plan, and their ability to provide exceptional play equipment (Landscape Structures) that the City has tested, is completely satisfied with, and is available through the Sourcewell purchasing program.

The Citywide Playground Improvements Project began with Pumphouse Park and W. Lincoln Well Park. Lincoln Well playground is almost ready to be opened for play, with Pumphouse following shortly thereafter. The DPS is continuing forward with planning for playground priority installations under this four-year contract with Penchura, LLC.

Poppleton Playground Design Background

An entire park master plan was prepared in 2016 for Poppleton Park, however because this is part of the Citywide Playground Improvement Project, the area of focus for this project is in the existing area of the playground and extending to the south, along Oxford. Because Poppleton Park is being designed with the intent to be fully accessible, the project includes accessible sidewalks up to and surrounding the play equipment and solid surface material throughout the play area. The concept design is also mindful of feedback the DPS and Parks and Recreation Board has heard over the past several years, such as the desire for shade and seating elements, places for gathering, bike racks and recycling.

At the August 5, 2025 Parks and Recreation Board meeting ([Agenda/Minutes](#)), the City's selected playground designer reviewed an initial draft concept and facilitated feedback. The draft concept for the Poppleton playground has a very strong emphasis on inclusivity, utilizing elements for the wheelchair user, as well as a fully accessible main tower structure all the way to its highest point, and considered the only fully accessible tower on the market. Other features of the playground include wheelchair accessible swings and merry-go-round, and accessible seesaws. Plenty of play opportunities for children of all ages and abilities are part of this design.

The improvements are intended to ensure access to the playground with solid surfacing throughout, and include installation of sidewalks leading up to and around the playground from Oxford Street, nearby accessible parking, shade elements, more seating, and more trees. Site amenities such as a drinking fountain, bike racks, trash and recycling receptacles and an area for temporary restrooms have also been included. A restroom building is not part of this project, as the department is researching different styles and options to include in the park system, but can be added at a later time. All items were reviewed at the August 5, 2025 and September 9, 2025 ([Agenda/Minutes](#)) Parks and Recreation Board meetings. A final draft plan was presented at the October 28, 2025 Parks and Recreation Board meeting ([Agenda/Minutes in Draft Form](#)).

Community feedback was incorporated into a final draft playground concept plan that was solicited via the Parks and Recreation Board's Public Input Session on August 5, 2025; survey results from Engage Birmingham during the month of August; the Parks and Recreation Board meeting on September 9, 2025; and from other forms of communication such as email/ letters. Overall, feedback included the desire for additional, taller swings for all ages, toddler swings, the inclusion of a bench swing, more shade elements, the addition of a sandbox, a mister pole, more opportunities for the 2-5 age group in addition to the 5-12 age group, more seating, and the addition of monkey bars and another spinner.

It is important to note that many comments received on Engage Birmingham were regarding shade and keeping existing trees. The concept plan has always included keeping the existing trees. It is the City's intent to keep all existing trees unless upon pre-project evaluation their condition or proximity to the project determines otherwise. If removal of tree(s) is necessary, at least two trees will be planted for every removal. Not only does the concept plan call for keeping all existing trees, it includes numerous new trees to be planted. The updated layout

does include the addition of one more shade canopy tree, for a total of three. The selected bench swing style creates shade for people using it as well.

There were some concerns expressed about the height of the tower, visibility into the tower from ground level, and the look and feel of the equipment. The larger structure with the tower play equipment in particular is designed for the 5-12 year-old age group, presenting numerous healthy challenges for all children, including those with disabilities. Staff visited Lapeer Park in Dearborn to observe a Vole Aire structure similar in style to what is proposed for Poppleton Park. The inside of the top of the tower was visible from ground level. Staff witnessed a variety of ages using the structure. Parents were asked about visibility; they did not have any concerns.

Other feedback included requests for adding more to the park than what is called for during this phase of playground improvements. Fitness equipment, more walking paths, a basketball court, and improvements to the ballfield were some of the ideas presented. The opportunity to include these items may occur during a future phase of improvements to Poppleton Park, yet to be determined.

The draft concept plan was reviewed by the staff liaisons to the Multi-Modal Transportation Board (MMTB), as pertinent items such as accessible sidewalks and bike racks are included. The concept was reviewed pertaining to how it relates overall to the [Multi-Modal Transportation Plan](#). A memorandum from the staff liaisons to the MMTB is included with this packet, also presented to the Parks and Recreation Board at their September meeting. The Planning Department also considered the [2040 Birmingham Plan](#) during review of the draft concept plan for Poppleton Park.

At the September and October Parks and Recreation Board meetings, the Board reviewed parking options that were being evaluated by DPS, Engineering, and the Police Department (PD). Each of the departments are in favor of adding ADA parking spaces off of Oxford for the new inclusive playground equipment. Items considered by the Parks and Recreation Board included: the number of spaces available, safety, the addition of accessible ramps from the street, whether striping and signage can be used, and limiting the impact on green space. Options considered:

- Option A - No change from existing
- Option B - Provision of 9 ADA spaces
- Option C - Provision of 12 ADA spaces

The Parks and Recreation Board made a motion recommending a fourth option (Option D, not attached) that would provide a minimum of five (5) parallel, ADA parking spaces.

Staff is in favor of this recommendation as it provides for a safe loading zone, and has less impact on the park green space and limits risks to trees.

LEGAL REVIEW:

The City Attorney conducted a review of the contract with Penchura earlier this year.

FISCAL IMPACT:

The 2025-2026 approved budget for the [Poppleton Park fully inclusive play area](#) including sidewalks and site amenities is \$1,080,000, \$1,000,000 designated utilizing the Parks System Construction Fund under the Parks and Recreation Bond Issue, and \$80,000 designated using General Fund dollars.

The cost estimate for the Poppleton Park Playground Improvement is: \$1,711,121.43 which will require a budget amendment of \$711,121.43.

In addition to the playground improvements, the City is looking to provide ADA parking:

Option B is estimated to be \$93,360.00 for 9 parallel ADA accessible spaces

Option C is estimated to be \$124,955.00 for 12 angled ADA accessible spaces .

Option D (not shown in diagram) would be the recommendation by the Parks and Recreation Board of a minimum of five ADA accessible spaces, for an amount not to exceed \$80,000, the budgeted amount.

Depending on final parking design selected, a budget amendment may be required.

Other park projects budgeted for this fiscal year include design work for Kenning & St. James park (\$300,000), Pembroke Park playground improvements (\$600,000), and Booth Park Entry Plaza & Trail Improvements (\$1,700,000).

The Birmingham Rotary Club and the City are currently in the process of finalizing an agreement for a contribution of \$50,000 toward the Poppleton Park Playground Project in honor of their 100 year celebration last year.

The City continues to offer donation opportunities for Poppleton Park improvements, and is planning for an upcoming campaign for Poppleton through the City's website at bhamgov.org/donate.

PUBLIC COMMUNICATIONS:

A robust notification program for the Poppleton Park playground Public Input Session was implemented in advance of the August 5, 2025 Parks and Recreation Board meeting. Due to Poppleton being a community park, postcards were mailed to every resident, flyers were distributed throughout Birmingham neighborhoods, lawn signs were posted in the neighborhood of Poppleton Park and at other community parks such as Barnum. Social media and [Around Town e-newsletter promotions](#) were utilized, in addition to a press release. A survey was available on Engage Birmingham from August 6 through August 22, 2025 for feedback on the draft playground concept.

The [September edition of the Around Town e-newsletter](#) was utilized to promote the September 9, 2025 Parks and Recreation Board meeting with the updated playground draft concept plan.

SUSTAINABILITY:

The playground equipment by Landscape Structures incorporated in this design offers the most comprehensive warranties leading to a longer lifespan. Landscape Structures is International Organization for Standardization (IOS) certified, meeting quality and environmental standards. The equipment additionally meets or exceeds standards for equipment set by the International Play Equipment Manufacturers Association (IPEMA) Consumer Product Safety Commission

(CPSC), ASTM International (formerly the American Society for Testing and Materials), Canadian Standards Association (CSA), and European Committee for Standardization (ECS), among others. The design incorporates a holistic approach and consideration is given to drainage, shade structures, native trees, and incorporating recycled products, all contributing to a sustainable end product.

DESIGN CONSIDERATIONS:

Accessibility has been one of the biggest topics of discussion over the course of the playground equipment replacement planning process. Goal #1 of the [2024-2028 Parks and Recreation Master Plan](#) is to provide parks and recreation facilities that are accessible to all residents of the community, are beautiful and high quality, respect history, and offer a variety of experiences, both passive and active. With the Citywide Playground Improvements Project, the DPS intends to create inclusive play areas for all ages and abilities to engage in play together.

Poppleton Park's playground will be fully inclusive with a complete Poured-In-Place (PIP) surface. The playground features wheelchair accessible items such as a merry-go-round and swing. The main tower structure is accessible all the way to its highest point. It is important to note that the intent of this design is to include children of all abilities when selecting appropriate equipment. This structure is an attraction for all children, including those with disabilities, presenting healthy challenges and play opportunities for all abilities in an inclusive environment where all play together.

Much of the play equipment is able to be enjoyed by older age groups or multi-generations. The accessible we-go-round and we-go-swing both have ample room for all shapes and sizes, and are easy to access for seniors to enjoy with grandchildren. The accessible seesaws are another example of equipment that allows for a wide variety of ages to experience together. They have roomy seats, and a big area in the center for anyone to sit and participate in the fun.

Passive recreation of this design includes the open lawn area, available for lawn games or reading a book on a blanket. Numerous benches, a swing bench, shade elements and areas for gathering are all considerations to provide for inclusive design.

The DPS budgets annually for system-wide park site furnishings and amenities. Depending on need, items could include benches, receptacles, tables and chairs, picnic tables, new fencing, bike racks, drinking fountains and more. With each playground equipment project, including Poppleton, the DPS plans to include these items as appropriate.

SUMMARY:

Inclusive play is a top priority of the recently updated 2024-2028 Parks and Recreation Master Plan, which includes a recommended prioritization of inclusive playground installation based on a synthesis of information gathered or generated during the planning process. Poppleton is one of the highest ranking playgrounds for priority replacement with a fully inclusive playground.

The concept for Poppleton Park is designed with thoughtful intent of inclusivity and has also incorporated feedback received from the community and Parks and Recreation Board as appropriate, with accessible surfacing throughout, inclusive play equipment for age groups 2-5

years and 5-12 years, wheelchair accessible play equipment, the addition of taller in height (10 ft) swings for all ages, toddler swings, a bench swing, another shade canopy over a sandbox for a total of three shade structures, a mister pole, plenty of seating, monkey bars, an additional spinner, and using color to define gathering areas.

The Parks and Recreation Board along with DPS staff recommends this playground concept plan for the multitude of opportunities for play for all ages and especially all abilities. Kids of all ages and abilities are attracted to this play structure, meeting our goal of inclusivity and an environment in which all children, including those with physical or other challenges are able to play together. This playground will be a showcase piece for Birmingham, our first fully inclusive playground. There will be plenty of screening with existing trees and new trees between the playground structure and nearby residents, yet balanced so that visibility of the tower will remain for the caregivers of children exploring the structure.

The Parks and Recreation Board, DPS, Engineering and the Police Department are in favor of adding ADA parking spaces off of Oxford for the new inclusive playground equipment. The Parks and Recreation Board recommended the parallel parking "option D", a minimum of 5 ADA spaces along Oxford Street. Staff is in support of this recommendation.

ATTACHMENTS:

- Poppleton Site Concept Plan and Playground Layout
- Engage Birmingham Survey Results
- Memorandum from Staff Liaisons to the Multi-Modal Transportation Board
- Cost Estimates
- Agreement with Penchura
- Parking Diagram Options
- Parking Budget Estimates
- August 5, 2025 Parks and Recreation Board meeting packet ([Agenda/Minutes](#)) (web link only)
- September 9, 2025 Parks and Recreation Board meeting packet ([Agenda/Minutes](#)) (web link only)
- October 28, 2025 Parks and Recreation Board meeting ([Agenda/Minutes](#) in Draft Form) (web link only)
- Presentation including 3D Renderings for the November 17, 2025 City Commission Meeting

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the playground layout design for Poppleton Park and purchase of playground equipment through Landscape Structures, Inc. with Sourcewell cooperative purchase pricing in the amount of \$516,164.35, and the installation of the equipment, accessible pathways and site furnishings by Penchura, LLC in the amount of \$1,194,957.08 for a total purchase price not to exceed \$1,711,121.43.

In addition, to appropriate and amend the 2025-2026 budget as follows:

Park System Construction Fund

Revenues

Draw from Fund balance	408.0-000.000-400.0000	\$711,121.43
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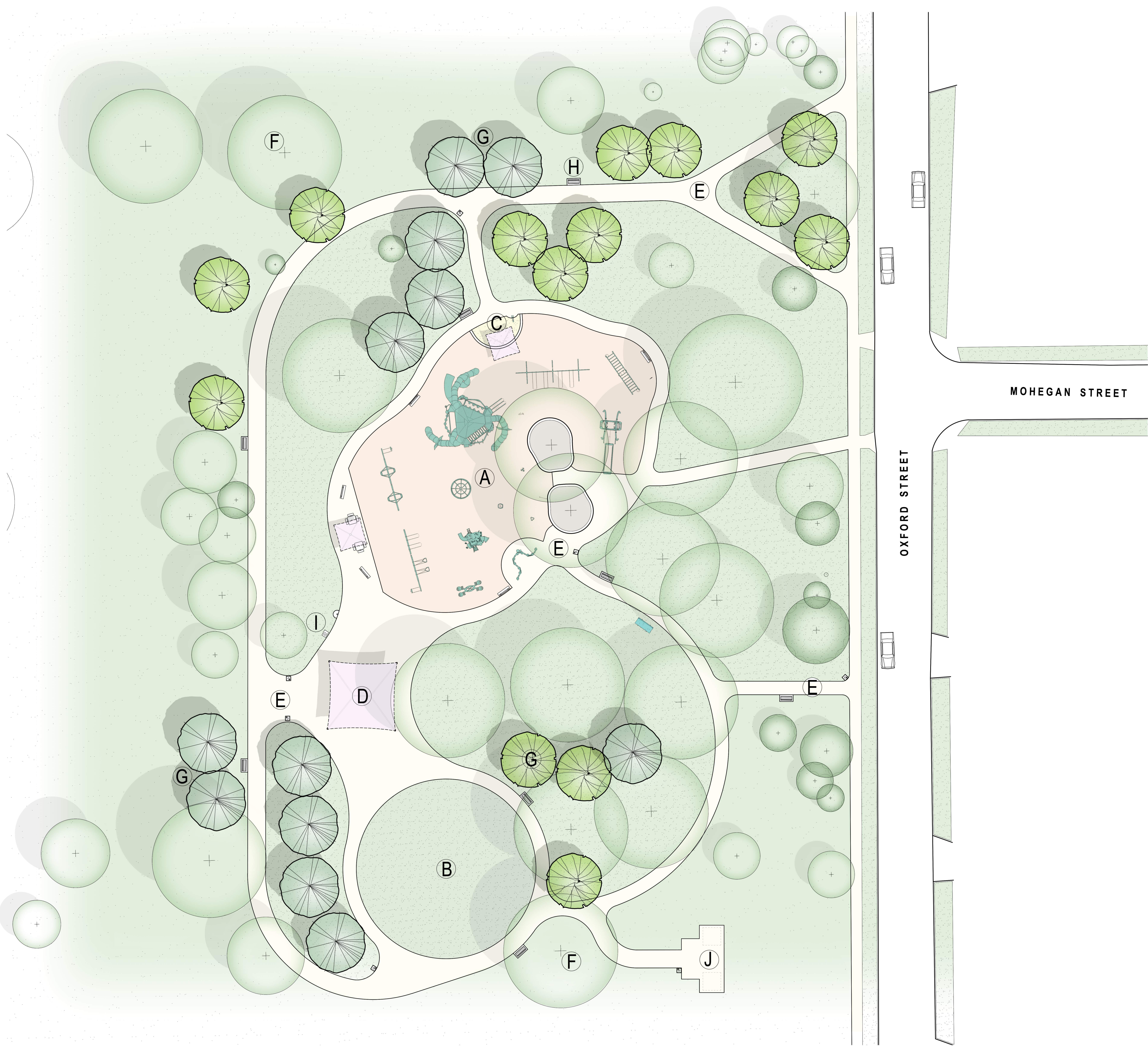
Expenditures

Park System Construction Fund,	408.2-901.751-979.0000	\$711,121.43
Land Improvements		

AND

Make a motion adopting a resolution to approve the design and installation of the five (5) parallel ADA parking spaces "Option D" along Oxford Street, as recommended by the Parks and Recreation Board. Funding is available in the Parks, Other Contractual Services account #101.0-751-000.811.0000 for a not to exceed amount of \$80,000.

Poppleton Site Concept Plan & Playground Layout



KEY:

- (A) PLAYGROUND
See Sheet L2
- (B) LAWN/ACTIVITY SPACE
- (C) SANDBOX
- (D) SHADE STRUCTURE
- (E) CIRCULATION PATH(S)
- (F) EXISTING TREES (TYP.)
- (G) PROPOSED TREES (TYP.)
- (H) BENCH (TYP.)
- (I) DRINKING FOUNTAIN (TYP.)
- (J) RESTROOM

dūL
LANDSCAPE
ARCHITECTURE

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landscape structures[®]

Poppleton Park
485 Rivenoak Street
Birmingham, MI 48009

PROJECT

Landscape Development
OVERALL SITE PLAN

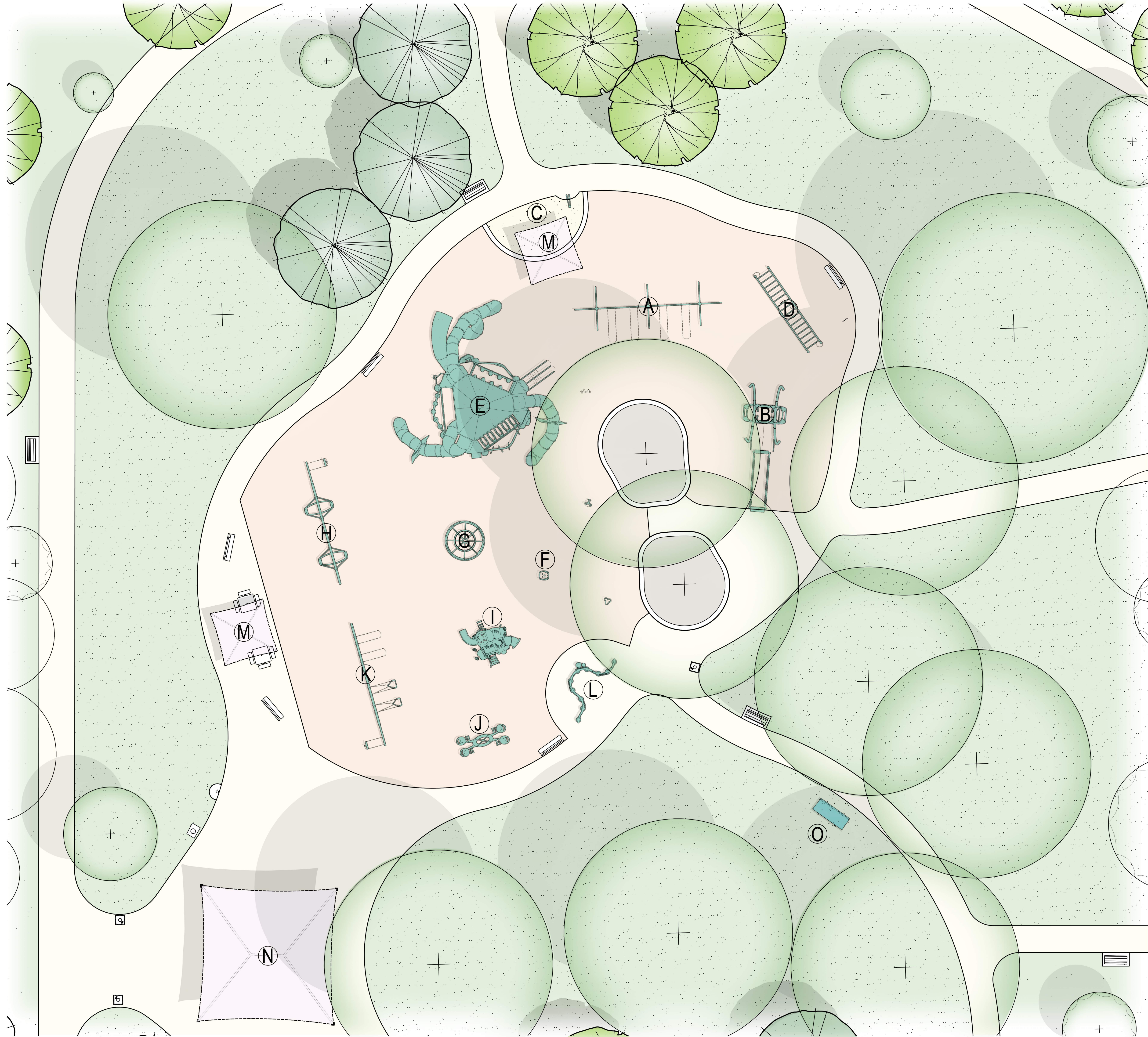
SHEET TITLE

1"=20'-0"



SCALE

PROJECT NUMBER: 25177
DATE: October 7, 0225
REVISIONS:



KEY:

- (A) 10' SWING
- (B) WE-GO SWING
- (C) SANDBOX
- (D) OVERHEAD LADDER
- (E) VOLO AIRE
- (F) SPINNER
- (G) WE-GO ROUND
- (H) FLEXX SWING
- (I) MOTION STRUCTURE
- (J) WE-SAW
- (K) SINGLE POST SWING
- (L) SENSORY WALL
- (M) UMBRELLA
- (N) SHADE STRUCTURE
- (O) NOBLEWINS SWING



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duldesign.com



Poppleton Park
485 Rivenoak Street
Birmingham, MI 48009

PROJECT

Landscape Development
PLAYGROUND PLAN

SHEET TITLE

1" = 10'-0"



SCALE

PROJECT NUMBER: 25177
DATE: October 7, 2025
REVISIONS:

Engage Birmingham Survey Results

Poppleton Park Playground Survey

SURVEY RESPONSE REPORT

26 July 2025 - 24 August 2025

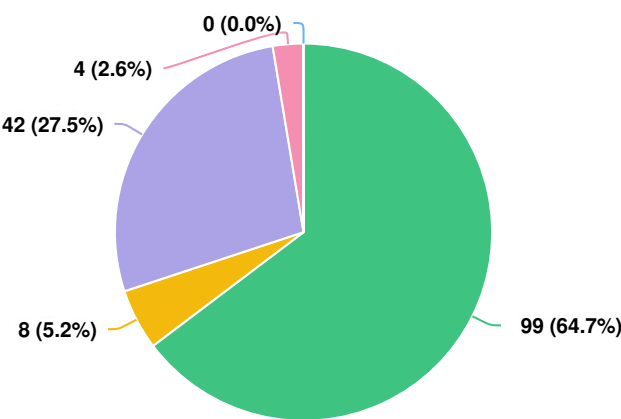
PROJECT NAME:

Poppleton Park Playground Improvements



SURVEY QUESTIONS

Q1 | How do you typically get to Poppleton Park Playground?

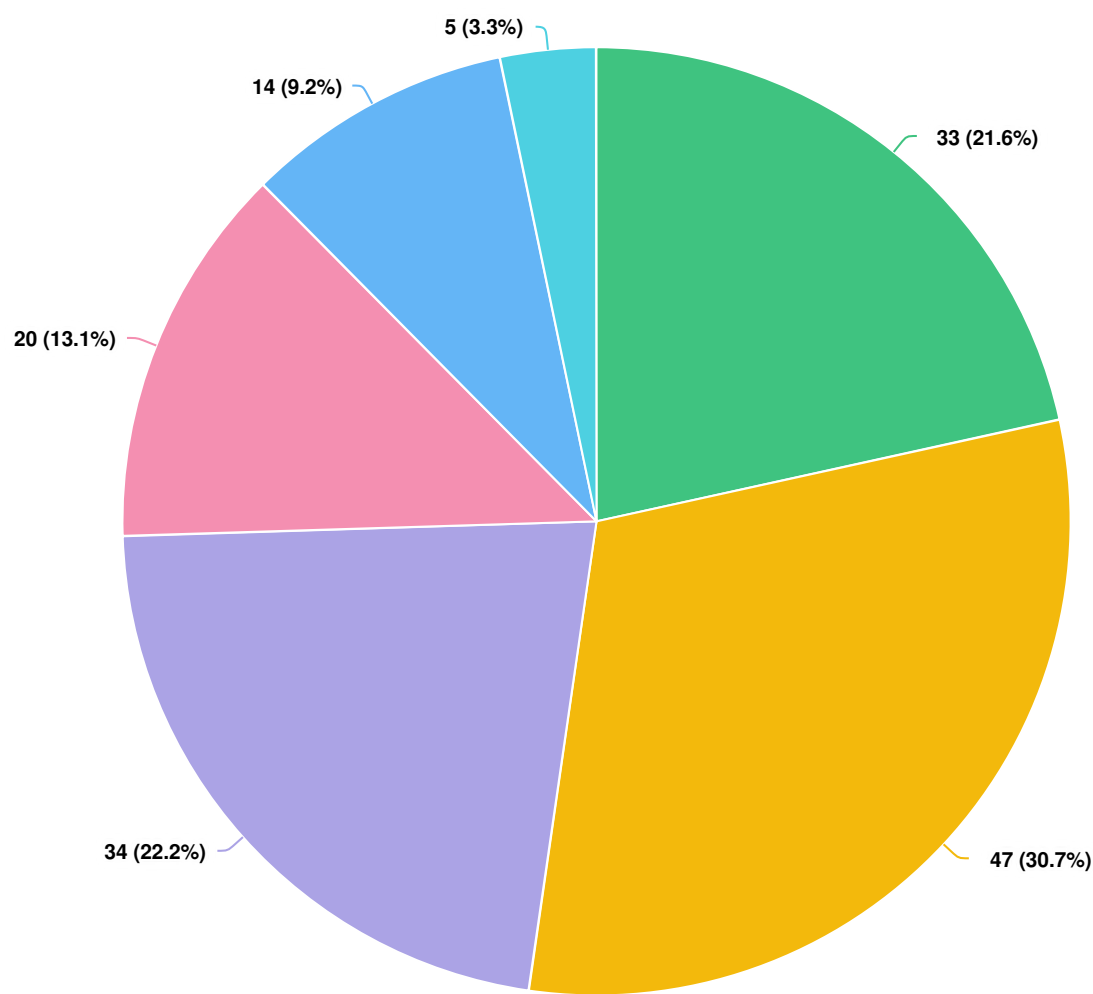


Question options

Walk Bike Drive Other (please specify) Public Transportation

Optional question (153 response(s), 0 skipped)
Question type: Radio Button Question

Q2 | How often do you visit Poppleton Park Playground?

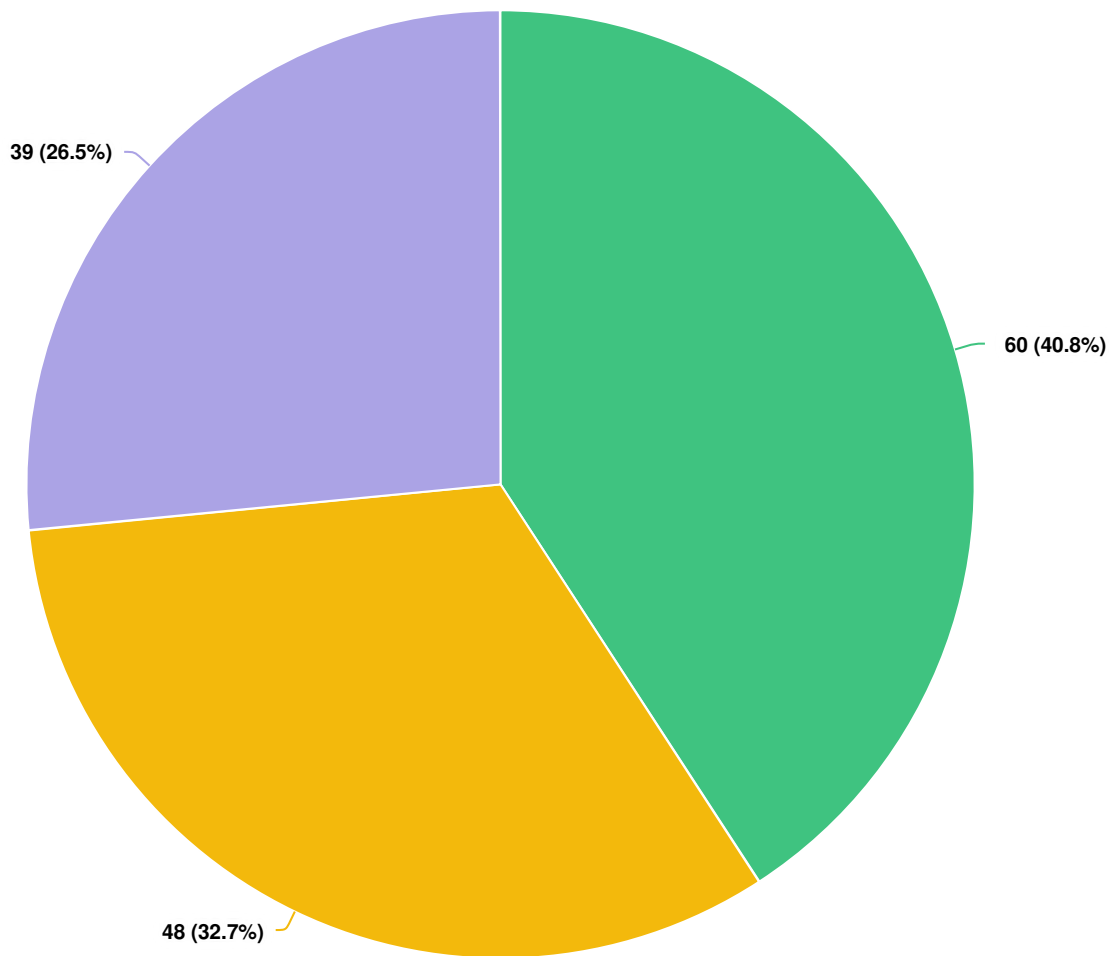


Question options

Daily Weekly Monthly Yearly Less than 1 time per year N/A

Optional question (153 response(s), 0 skipped)
Question type: Radio Button Question

Q3 | What is the age of the playground user in your household, or if not in your household, the age of the playground user while visiting?



Question options
● 0-5 years ● 6-12 years ● 13+

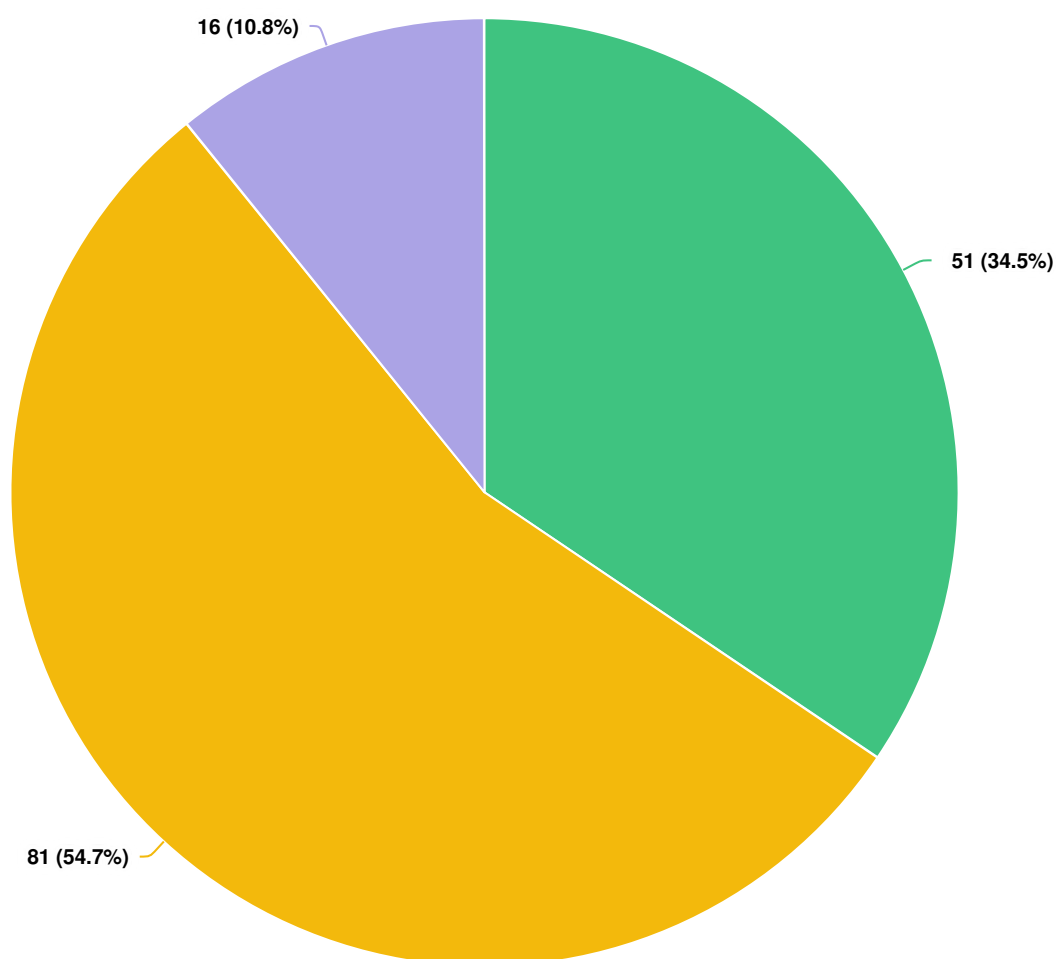
Optional question (147 response(s), 6 skipped)
Question type: Radio Button Question

Q4 | What types of features would you like to see at the new playground? Please rank from highest to lowest (1 highest, 7 lowest)

OPTIONS	AVG. RANK
Swings	2.68
Slides	3.14
Climbing	3.29
Spinners/Bouncers	4.35
Accessible surfacing (i.e. artificial turf or poured in place (PIP) rubber)	4.45
Accessible play elements	4.50
Sandboxes	4.80

Optional question (146 response(s), 7 skipped)
Question type: Ranking Question

Q5 What do you think about the concept renderings?



Question options

☒ I like it! ☒ I like it, but I would change something. ☐ I don't like it.

Optional question (148 response(s), 5 skipped)

Question type: Radio Button Question

Q6 | If the playground renderings do not appeal to you, please let us know why:

jfallucc1

8/07/2025 04:45 PM

It is to modern appearing.

Ephillips

8/07/2025 05:34 PM

I think the structure is too high. Would like to see more play equipment, not just one large and one small. Would also like a walking/running/biking path around the park for safe riding for kids

kpcleary

8/08/2025 08:57 AM

Not enough regular swings. I don't see the toddler bucket swings which are some of the most used swings from my regular viewing. I don't like the path which really detracts from the natural look and feel and will seemingly require a lot of maintenance, especially in the winter. The structure is way too tall. Not only is that distracting to the eye, if you were trying to design something (attractive nuisance) to entice kids to climb and take a 30-foot leap, this is it.

jqseedy

8/08/2025 12:19 PM

I am concerned that this focus on inclusion to those with different abilities is actually excluding the vast majority of park utilizers. Poppleton Park is by location and nature a neighborhood park. Children need some element of risk and adventure in their play, and this park has sanitized that to the degree that my own children (ages 6 and 8) are unlikely to use it. I wholeheartedly agree on having inclusive elements but also don't think the focus should be on inclusion to the point of exclusion. I am very concerned that there are special interests influencing this - as represented by the presence of people from other cities, not paying taxes in Birmingham, weighing in on our park plans.

Rosie61

8/09/2025 09:40 AM

I take my little grandchildren ages 2 and 3. This doesn't look like something for small children.

Groux

8/09/2025 12:17 PM

The tall structure is too large

judgenot6

8/10/2025 11:12 AM

Garish colors; obnoxious look; not user friendly for those over the age of 6. Trees too small; not enough shade (the existing playground has nice shade); The slide structure looks like something from outer space and the colors do not blend into the environment at all. This is, however, typical of all "improvements" the city has made to our parks.

SAWilson

8/10/2025 06:57 PM

The colors are too loud, they should be natural colors and blend into the park environment and the neighborhood

Bham

8/12/2025 03:54 AM

I don't like it or not like it, I can't even see it because these pictures are way too small and it seems very high level without the ability to zoom over to specific things like the play structure, etc... so it's impossible to really say anything outside of it looks very sterile and where are the big trees that need to stay for the shade/wind break they provide?

johnrogers

8/20/2025 05:25 AM

First of all, there is a young man in the neighborhood who uses the tall swings every single day. This seems to be a big part of his life. Since it seems like accessibility is a primary objective, don't punish this young man with a developmental disorder and his lovely family. He needs a 10 foot swing. The swings and the sandbox are by far the most used items in the park. We need more swings in addition to baby swings, I think it would be simple to make a sandbox accessible by adding an elevated sandbox element, like the one at booth park, next to a ground level sandbox. I like the accessible swings, but we many not need so many. The accessible swing at booth park gets little use.

elliebadge

8/21/2025 01:11 PM

Horribly ugly and way too modern for what this park is supposed to be. The small, homey feel that it currently has is what attracts people to the park. It feels different than the other parks around Birmingham that look like this - Poppleton is unique and old-school. Poppleton Park also does not attract that many people (it's mostly residents of the neighborhood) so the need for this big/spread out of a park is just not there.

falloffthe cliff

8/21/2025 05:41 PM

Structure is overkill for a playground. Comments at the last meeting centered around more traditional play such as swings, sandboxes and monkey bars. The proposed structure does not fit with the neighborhood. at 20-30 feet high it will be taller than many of the surrounding homes. After the novelty wears off I'm skeptical it will get much use. Tried and true playground activities are inclusive and fun.

Sasa

8/21/2025 06:21 PM

A 30ft structure is not appropriate in a park near homes some of which are simple two story buildings. It further distracts from all the open green space behind the playground. Hopefully the park will not be filled with winding cement walkways 8 feet wide! The above rendering does not provide an appropriate scale for height of structure, width of walkways and existing trees. It also lacks the

restroom structure which makes the renderings a bit deceiving.

Redding

8/21/2025 09:08 PM

1- Needs shade, it is important for comfort and to help with global warming. Don't cut down the existing mature trees, be wise and plan around them, I only see a few being saved. Our city has a serious problem with this, mature shade trees are being cut down and if replaced they are replaced with inferior specimens with little or no shade because the deciduous trees in vogue are columnar. 2-This is a "kiddie" playground, families have older kids too that have their own needs. What about a Ninja course? Think about the 8-11 year old kids that have to tag along with their siblings. 3- It needs a really good splash pad, or better yet a water area that appeals to all ages. 4- Please use more natural materials, this concept is mostly plastic. 5- This is not very imaginative, it is something you can find in a fancy catalog. Kids should play in nature, not artificial turf, and when they fall in grass they don't get scratched. 6- Not enough swings. The space can accommodate several banks of swings,

AnnaK

8/22/2025 07:20 PM

The main play structure appears very tall. Id rather have shorter elements connected with bridges. Easier for parent to access. Also I would like more swings including traditional baby swings.

Optional question (15 response(s), 138 skipped)

Question type: Essay Question

Q7 | If there's something you would change about the renderings, please tell us below:

SKupczyk

8/05/2025 04:18 PM

More shade, misting area/water feature, would love a real bathroom, swinging bench

JBhm

8/07/2025 02:39 PM

The structure should be painted Birmingham green, similar to the rendering. Definitely not red and yellow that will attract Woodward traffic. I believe the structure is 30 feet tall. It does not look that tall in the rendering. Is there a similar structure at a local park that I can look at? Is the structure at Innovation Hills the height that we will be installing?

KathleenTigheKriel

8/07/2025 04:01 PM

That huge structure is way too big and seems dangerous for small kids. I like the row of trees separating the playground to the rest of the open park.

klh

8/08/2025 03:43 AM

There needs to be taller swings for older kids/teens/adults. Swinging is fun and great exercise for everyone. Creating fun "workout areas" for teens and adults encourages inclusivity for the park to be enjoyed by all age groups. Also it's great to have elements where both the parent and child can play alongside each other — swings, monkey bars are perfect for that.

Kathleen McNerney

8/08/2025 09:06 AM

I LOVE THE CONCEPT OF MAKING POPPLETON PARK AN ALL INCLUSIVE PLAY AREA. HOWEVER, I FEEL THIS RENDERING OF THE MAIN STRUCTURE LOOKS TOO TALL AND I DON'T LIKE THE COLOR OF IT. BOTH BOOTH PARK AND SHANE PARK HAVE STRUCTURES THAT BLEND RIGHT INTO THEIR ENVIRONMENTS WITHOUT ALL OF THE DATED COLORS. I WAS AT THE MEETING AND VOICED MY OPINION THAT I THINK IT SHOULD BLEND IN WITH THE PARK (BIRMINGHAM GREEN AND NATURAL AND NOT LOOK LIKE AN AMUSEMENT PARK.

StillJAB

8/08/2025 12:08 PM

Most parks lack shade. This would be a good opportunity to try shade elements. A good example is the park at Burton Elementary, Huntington Woods.

tserra

8/08/2025 12:09 PM

More shade. Also, how would those longer enclosed slide get cleaned?

auntcricket

8/08/2025 12:17 PM

Spread it out. More shade. Bathrooms

jcanvasser

8/08/2025 12:24 PM

Needs more play features.

achristine

8/08/2025 12:31 PM

This park looks like it's for much older kids. I'd love to see something for our littlest residents -crawlers and just learned to walkers!

Leni

8/08/2025 01:04 PM

Not near homes the walkway

chrkojaian

8/08/2025 01:12 PM

More swings.

JNienberg

8/08/2025 01:12 PM

More regular swings, more climbing. No spinny things!

JML

8/08/2025 01:13 PM

1. It needs to be shadier. What I love most about Poppleton is how shady the playground is. Please keep all of the trees and maybe add more. SHADE IS KEY. 2. Not enough "big kid" swings. Only 2 is not enough. 3. I like the climbing thing that the current Poppleton park has- we should keep that or have something similar. 4. Have some more picnic tables in the shade 5. There is no sandbox or flatter surface play

avhughes1

8/08/2025 01:36 PM

You need more shade. The adults need shade to watch their children.

Bookerwyle

8/08/2025 01:40 PM

More swings. Regular swings and baby swings.

Resident1

8/08/2025 01:49 PM

Slide looks very tall. One level is sufficient.

SandraT

8/08/2025 02:12 PM

More shade! Climate change is going to make our summers hotter, more shade in the play area is absolutely crucial.

Ewesman883

8/08/2025 02:35 PM

It doesn't need to be so tall, it could have more ramps to be accessible

xhippieboy

8/08/2025 03:02 PM

No articial grass

lewis0626

8/08/2025 04:05 PM

Swings for 12+ and up. Playground concept is beautiful and of course designed inclusively for young children (as it should be), however swings that can support older kids and individuals on the autism spectrum that enjoy therapeutic swinging would really round out the goal for inclusion and could be highlighted as another component to this lovely project.

amccarley

8/08/2025 05:02 PM

Not a lot of platforms for children to play and be creative on once they get to the top

whitak38

8/08/2025 05:19 PM

More equipment

murph313

8/08/2025 05:38 PM

Seems too congested for the space and the big kid area looks like not many can play. I would recommend looking at beacon park or innovation park for better recommendations. They have awesome zip lines and swings in Berkley that are all access.

naliaal

8/08/2025 06:51 PM

Largest height swing we are able to get to accommodate a wide variety of users and maintain accessibility for all sizes. We currently have a neurodivergent child that uses the highest swings multiple times per day. Please continue to make the park accessible for him. Sandbox for younger children to promote continued use of imaginative and sensory play. This is a must and very popular at Poppleton Park. Additional shaded seating. Maintaining as much of the structure as possible to continue to be in shaded areas of the park. Will be necessary to enjoy use of the park with increasing hot summers. Monkey bars for users to be incorporated in one of the play structures. This feature is very popular and we would like to continue to have this at the park.

Yaxie

8/08/2025 07:04 PM

A climbing wall or fake stones would be good.

drumple

8/08/2025 07:40 PM

More shade

vandoja

8/08/2025 08:36 PM

Would love some more shade options and more seating/tables.

Jack48009

8/09/2025 04:40 AM

make the colors blend with the environment - Birmingham green

Heidi G.

8/09/2025 05:26 AM

the large fort like box on top is an eyesore, especially for the neighbors who look out at the park

slbrown

8/09/2025 05:42 AM

Bigger and more

lizmfrat

8/09/2025 08:24 AM

More shade

dhseidman

8/09/2025 09:28 AM

I love that this park will be inclusive and accessible for those individuals in our community with physical disabilities. That being said, if the goal is to serve a larger amount of the population than the

current park does, I don't believe this design accomplishes that. While it's SO important to provide accessible spaces like this, my kids (ages 6 and 8) would not come to this park for very long. Research shows that risk-taking in play is not only natural but essential for child development. It helps kids build confidence, develop problem-solving skills, improve coordination, and learn to assess danger. Over-sanitizing playgrounds or eliminating all risk can actually hinder resilience and emotional growth.

vs

8/09/2025 09:48 AM

Keep the 12+ swings

Bhamocks

8/09/2025 10:18 AM

I like it, but I would like to advocate for some adult swings and a bench swing. The park should accommodate multiple abilities and also the Birmingham residents with autism that may enjoy swinging when they outgrow the playground structure.

LaurenAbbey

8/09/2025 10:36 AM

Add 12+ swings and bench swing back in so that all ages can enjoy the park. Both are vital to the park being usable for all.

KDB

8/09/2025 12:07 PM

Please, please, please include swings for older kids/adults. And bring back the swinging bench seat. Many ages enjoy swinging!!

Maggie

8/09/2025 12:53 PM

Swings for kids 13+ and adults

elg

8/09/2025 01:50 PM

There are no young adult or older kiddo swings and our neighbor is a young man on the Autism spectrum that is able to be independent walking to the park and swinging each day. This is very important to us and our inclusive and supportive community.

Ewilde

8/09/2025 05:02 PM

Adult swings, benefits all

JRB

8/09/2025 06:34 PM

Absolutely need baby swings - SO many young families in this neighborhood. And Swings for older kids (12+), traditional climber like monkey bars/geodome. Spinners don't get much use at Adams park, Please do not cut down mature trees!! These mark the park so special and keep the historic charm of the neighborhood. More than 2 picnic tables. This is a very well used park. Add shaded areas as much as possible. If theres only 1 way up/down in the large play structure, I could see it getting jammed with kids. Something with

multiple routes is nice.

Codell75

8/09/2025 08:04 PM

Equipment available for older children and children on the spectrum. These individuals are currently some of the biggest users of the current equipment and it is important to consider their needs.

Melissa B

8/09/2025 08:37 PM

It looks like it has an accessible surface but not accessible play structures/elements. I like that Adams park has a water bottle refill station, chargers and covered sitting areas. They would be a nice addition to Poppleton. Please make sure that the swings accommodate "big kids" too. I know that I see at least one older kid/teen who I believe that has ASD who regularly uses the swings there. I also love the large swing that's there now. (Great when the grandparents visit)

famouszero

8/09/2025 10:32 PM

More seating for adults near center to few children

NCGreen

8/10/2025 05:47 AM

This is a beautiful design and truly does think about many things that will revitalize the space - thank you for that! Two things that are missing - there was a beautiful old fashioned bench swing that we used as a family and my (late) father used to swing on with our girls. The memories and beautiful times spent on that or getting the kids to sleep for their nap on that bench are numerous. I would love a new version of that to be put in place. 2. There is a neighborhood boy who uses the larger swings for self regulation as he is autistic. His swinging ability is truly incredible and watching him swing and getting to speak to my children about the wonders of him has been an incredible learning opportunity. I don't see any swings geared to older children or adults for that matter (who bring their children to the park.....) so they can swing. This is an incredibly large park and I don't see the harm in adding back one small area that features 12+ swings or a newly imagined bench swing for families. Thank you for your consideration of this request!

MM

8/10/2025 05:53 AM

It would be great if you added equipment adults could use to maintain fitness and also keep the current swing for 12+

South Poppleton Neighbor

8/10/2025 07:09 AM

The plan is nice; however, there is space for more playground equipment. For being a community park, this looks sparse. A 12' tall swing needs to be added older children and adults. Adams Park only has swings for younger children. Poppleton Park needs to continue to fill this need for the older children and adults. Fully

support a walking path around the park, and the buffer of trees between the homes on the park and the walking path. I also suggest the use of sail covers to give more shade to the play area.

Murphydog#2!

8/10/2025 08:28 AM

More umbrella shade areas with more swings

Leebartoshuk

8/10/2025 10:58 AM

Please addd proper adult swings and enough of them at least fourwe need to do underdogs . Nice wide sidewalks like at Barnum . Leave the big shade trees ...no shade at Adam's Park ..this is a problem And don't forget the swings ...thanks

JB

8/10/2025 04:47 PM

Add more shade and picnic tables

gnifr

8/11/2025 11:43 AM

Regular swings for adults (we have a neighborhood resident with special needs that uses these adult swings); bench swings, basketball hoops (not a full court). This structure seems too tall, not necessary for the size of this neighborhood park.

leeross211

8/11/2025 12:17 PM

"Bucket swings" for little ones. Sandbox addition. Taller swings for bigger kids. You will never make everybody happy but these three items were echoed by many at the recent feedback meeting. Very nice. Excited/eager for this improvement.

KatyD

8/11/2025 06:14 PM

As someone who lives in Poppleton and has been using the playground for years, I like that the layout now has two playgrounds for younger and older kids. I would separate out the ages so that there are two playgrounds for two separate age groups. Also, bring back the wooden swing! We used to swing there as a family.

kramkels

8/11/2025 08:19 PM

Please add area for adult/older children swings.

amluedtke

8/12/2025 04:49 PM

Shade

rdbrittain

8/13/2025 07:32 AM

More shade!!

shadonati

Basketball court Pickleball courts

8/13/2025 12:53 PM

Sarahmockeridge

8/13/2025 01:56 PM

More shade umbrellas! Swings for older kids (13+) Our household has children ranging from 4-14 years of age. Water fountain If sandbox, shaded!

Catdubois

8/14/2025 03:47 AM

More searing in the shade, for both caregivers and for families enjoying a snack or meal, would be great. Usually we are at the park long enough to want to take a break, and no Birmingham parks have kid friendly seating at tables for snack and meal times.

grannyh

8/15/2025 01:00 PM

toddler places not as tall

Shain

8/21/2025 12:09 PM

Add tall swings and a sandbox. Make slide shorter and longer so parents can watch their children.

Gabriellerakitin

8/21/2025 05:20 PM

I would add things for older kids like workout areas or jungle gym ninja warrior type activities

angiespickler

8/21/2025 05:27 PM

If there is an infant area, having it covered would be amazing. No other parks have it and I would use this park more than my normal if that happened.

unaik

8/21/2025 07:13 PM

Needs bucket swings for babies/toddlers and swings for bigger kids, they are currently many different swings and they always in use by various ages, we need to keep that inclusivity

change.1..

8/21/2025 07:15 PM

I think big swings like the ones currently at the park should still be part of the plan. I also think the location is perfect for a splash pad and a picnic pavilion. Especially if there is already a plan to bring plumbing to the park.

drvandom

8/22/2025 06:14 AM

Having a new baby we realize a lot of the play features don't have shade, the current "baby" swings in the existing play area are always in direct sunlight. Keeping shade/play structure temperatures in mind is a key element that should be considered. The rendering of one of the play structures also looks way to tall, part of what makes poppleton park so attractive is not having a "theme park" type atmosphere of a play structures. Would love to see little picnic areas

off to the side a bit away from the play structures for families to gather at, just nice benches with simple landscaping around them that offer shade. There are TONS, of dog walkers that pass by this park daily. Would love to see the city keep a disposal area and offer doggie bags like they already do, but maybe not on the main path in and out of the play area? The sidewalk entering the play area has a trash can that is pretty much exclusively used for dog waste and is always swarming with flies.

JenB

8/22/2025 08:35 AM

We would like to make sure a set of 4 belt swings for ages 12+ is included, as we currently have. Those swings are used *daily* by young adults in our neighborhood, especially those on the autism spectrum. To be a truly inclusive park, we need to include our young adults as well as parents and grandparents who swing along with their children. It would be a huge loss for our neighborhood to lose this swing set. The equipment should not only cater to very young children.

Jacks1212

8/22/2025 09:04 AM

More swings for older kids and baby set swings

Swing happy

8/22/2025 09:08 AM

Please make sure that there is a 12 plus swing. It's very important to many kids and keeps them out of trouble.

PPresident

8/22/2025 09:52 AM

We have a 12 + autistic child in neighborhood who visits the park daily to swing. That's it. He is enthusiastic about regular use of the swings, its and outlet. Ive seen him for years and marveled at his tenacity on the swing set. It' only right that he and those who come after him be accommodated in this particular plan and budget. He needs and other big kids need a swing set. I am a 35 year resident of Poppleton Park and 40 year resident of Bham. Accommodate the autistic kid, Find a place for the adult swing. Neil Miller
neil@neilmillerlaw.com

Maggiegf

8/22/2025 10:20 AM

Make it more younger kid friendly. And add a sandbox

livelovelaugh

8/22/2025 10:34 AM

Scale of propsed play structure is fantastic on many levels, however, the height @ 3 stories seems excessive. Is there another height option? Safety concerns, asthetics (choose colors similar to Adams Park), sight lines while watching kids play can be worrisome (all tunnel slides are solid material color vs. just the few "windows" I think when the neighborhood population sees the scale & height of

this particular model, you will get push back. Current rendering does not reflect actual scope of height & size.

user-name-change.

8/22/2025 10:39 AM

More swings, add picnic tables

Singram

8/22/2025 11:49 AM

Add big kid/adult swings

Appel

8/22/2025 01:32 PM

Please consider adding more swings for older kids. This park is heavily used by the surrounding neighborhoods. Parents like to swing alongside their kids and older kids enjoy swings too.

Ehill

8/22/2025 04:45 PM

Needs bucket swings. There's so many babies and toddlers that go to this park daily that wait in line to use. All size swings! We don't need the big chair swing. The smaller slide set should be a lot bigger. Ditch the interactives - the kids want toddler age appropriate climbing and more slides. The spinny thing never gets used at Adam's park. Take that out

Awoerner

8/22/2025 04:48 PM

More accessible swings

erilai

8/22/2025 05:14 PM

Please keep the "big" swings that are currently at the park

saraostrowski9

8/23/2025 03:24 AM

I live in this neighborhood with my soon to be 4 kids 6 and under. We are there most every day. I don't see any baby swings. Also, the 12+ swings currently at the park serve our community of older kids that benefit from swinging and removing those is disappointing. I also hope the park remains nature focused. The structure in the middle looks so big and artificial. I love this old school park that allows my kids to run from area to area and use their imagination / play independently well and with others rather than cramming in a few play options all on top of each other.

Mlim

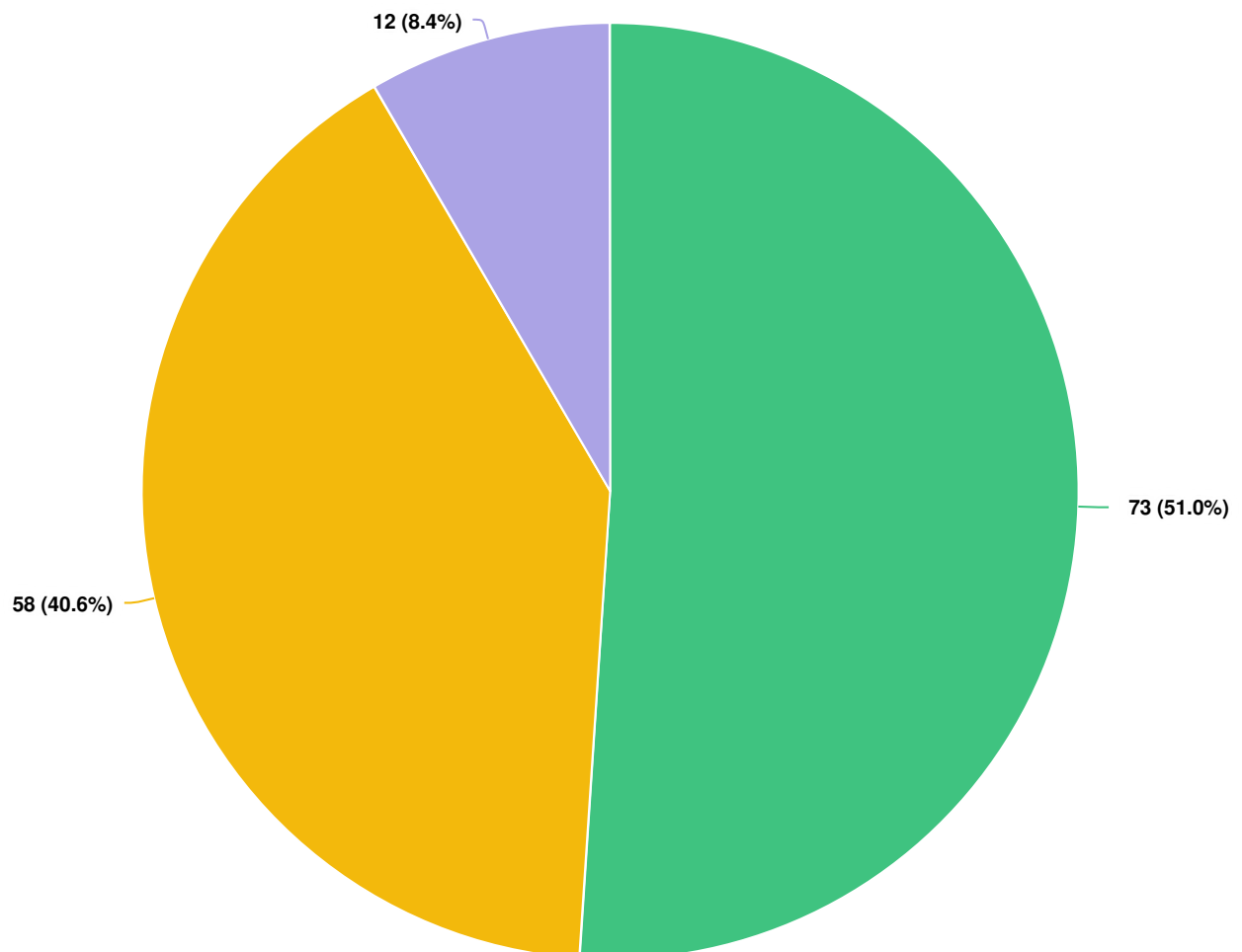
8/23/2025 08:48 AM

What I love about the current park is that the majority of the structure is shaded. Would love to see that here. My girls also love the monkey bars, I'm not sure if I see it in this plan. The structure for the toddler age group also seems a lot smaller than the current one.

Optional question (80 response(s), 73 skipped)

Question type: Essay Question

Q8 Poppleton Park Playground Concept Plan



Question options

☒ I like it! ☐ I like it, but I would change something. ☐ I don't like it.

Optional question (143 response(s), 10 skipped)

Question type: Radio Button Question

Q9 If there's something you would change about the Concept Plan, please tell us below:

nmcintosh

8/06/2025 03:53 PM

Add spaces for adults without children, such as Milford Central Park's swinging benches, Shain Park's cafe-style seating, and pollinator friendly garden zones

KathleenTigheKriel

8/07/2025 04:01 PM

Unsure on the bathroom concept as we already have homeless people living in the woods by the park near Woodward. Again huge structure in the middle is way too high.

jfallucc1

8/07/2025 04:45 PM

Eliminate the bathroom

Ephillips

8/07/2025 05:34 PM

I think we already have a lot of trees so I would spend that money on something useful. I like the bathroom and fountain addition. A small splash pad would be nice for the summer and maybe a flat soccer field

klh

8/08/2025 03:43 AM

There needs to be a couple of elements that teens/adults can enjoy. Preteens and teenagers in the neighborhood still want to go to the park. A neighborhood park encourages the community regardless of age to get out and put down the technology:)

Kathleen McInerney

8/08/2025 09:06 AM

THE SCALE AND THE COLOR.

sjkilleen

8/08/2025 12:06 PM

Shade , suns too intense for there not to be shade for the kids to play under / where is the water fountain?

Leni

8/08/2025 01:04 PM

Don't like the walkway

JML

8/08/2025 01:13 PM

Is the baseball field still there? Please keep it! Please add more park picnic tables in the shade.

avhughes1

8/08/2025 01:36 PM

More shade.

Bookerwyle

More swings. Also are there benches and picnic tables?

8/08/2025 01:40 PM

Resident1

8/08/2025 01:49 PM

Are there sufficient trees around porta potty structure to blend in from street.

Ewesman883

8/08/2025 02:35 PM

More shade would be great

lewis0626

8/08/2025 04:05 PM

See note below.

whitak38

8/08/2025 05:19 PM

Basketball court

murph313

8/08/2025 05:38 PM

Make sure the baby area is in shade, current swings are in direct sunlight.

Eka

8/08/2025 06:44 PM

need a roofed structure for protection against sun or rain

naliaal

8/08/2025 06:51 PM

Fountain and art sculptures.

vandoja

8/08/2025 08:36 PM

Would love to see a basketball court added. Either in this area or over by the tennis courts.

Heidi G.

8/09/2025 05:26 AM

We do not want a picnic shelter at Poppleton - there is not enough parking to support this, and the park is in the middle of a neighborhood. There is a shelter in the park next to Springdale Golf Course, which has a large parking lot. There are several parks in Birmingham and each park does not have to be the same. Poppleton Park is known for its green space and it is in the middle of a neighborhood where the residents walk or ride their bikes to the park.

lizmfrat

8/09/2025 08:24 AM

More shade/covered areas

dhseidman

8/09/2025 09:28 AM

More shade and park benches. Please do NOT add any parking besides what is required for ADA accessibility. This is a park inside of a neighborhood - there is no reason to make this a destination for those outside of our city, ruining the neighborhood feel and

overcrowding our already overcrowded roads.

Bhamocks

8/09/2025 10:18 AM

It needs something for the 13+ kids to do. Like basketball or tether ball, etc.

KDB

8/09/2025 12:07 PM

I don't think we need so many hardscape meandering paths around the whole park. (Around the playground is fine.)

Groux

8/09/2025 12:17 PM

I would not want a restroom structure - maintain placement of a portable toilet seasonally

Wnsmom24

8/09/2025 12:41 PM

Please don't remove large healthy trees. Please don't crowd newly planted trees too close together. Have you considered The Throne portable restroom facilities? More sanitary, less visually unappealing.

elg

8/09/2025 01:50 PM

12 plus swings

JRB

8/09/2025 06:34 PM

Position the main play area under existing mature trees to maximize shade. Please do not cut down existing trees. More picnic tables.

Codell75

8/09/2025 08:04 PM

I would like to see a designated area for the older children and older teens and adults on the spectrum.

Melissa B

8/09/2025 08:37 PM

I want to make sure that we keep the tennis courts (not pickleball).

NCGreen

8/10/2025 05:47 AM

What I indicated above, and more tree or cover from the sun. Poppleton Park is incredible and can get VERY hot on a summer day, so large shade covering like they have in almost all parks in Florida would be great. At least over the very small child area.

South Poppleton Neighbor

8/10/2025 07:09 AM

As stated above, it seems sparse for the size of the property. A small splash pad could be added as "phase 2" or more equipment added in "phase 2". The landscaping at Adams Park is beautiful. Would suggest using the same landscape architect for this park - especially around the walking path. Side note, I do not see a sandbox in this plan. If there is, please put the water fountain far from the sandbox. The water fountain at Adams is near the sand box and it is constantly

full of sand. Parents use the dog bowl to wash their childrens feet.
Maybe a little foot wash spigot is needed by future sandboxes, but no
water fountains or dog bowls!

Murphydog#2!

8/10/2025 08:28 AM

Have swings for teens who like to go there with friends

judgenot6

8/10/2025 11:12 AM

Too many pathways; a lot of trees but small - will take forever for
them to provide shade. Not sure why we need a shade structure
when there is natural shade already existing which is to be destroyed
to build a shade structure? Also, concerned about the restroom
facility; in case you are unaware, there are homeless people who
regularly reside in the park overnight due to the facilities offered.

JB

8/10/2025 04:47 PM

More shade and seating/picnic benches

SAWilson

8/10/2025 06:57 PM

Less trees and substantially more lawn activity spaces. Let the kids
play pickup soccer and football etc.

gnifr

8/11/2025 11:43 AM

It's already busy with parking/traffic on Oxford. I hope there is plenty
of offstreet parking for the crowds that will be drawn to these features.

Davidson

8/11/2025 06:11 PM

Keep it simple and inexpensive

KatyD

8/11/2025 06:14 PM

I would have two playgrounds for two age groups, one younger and
one older. My boys are teens now, but they still go on the swings and
play on the older kid playscape.

rdbrittain

8/13/2025 07:32 AM

More shade!!

shadonati

8/13/2025 12:53 PM

More shaded areas

Catdubois

8/14/2025 03:47 AM

Please do not add permanent restrooms. Homeless people already
live in the woods in the park and have monopolized the bench and
picnic table near Woodward. Also, please add more shade structures
with seating.

linsayreijmer

8/15/2025 12:50 PM

Add more shade

grannyh

8/15/2025 01:00 PM

more shade

Shain

8/21/2025 12:09 PM

Need tall swings for John and older children. Basketball for older children.

Gabriellerakitin

8/21/2025 05:20 PM

I would add things for older kids like workout areas or jungle gym ninja warrior type activities

unaik

8/21/2025 07:13 PM

I hope these trees are addition to the existing trees and not a replacement

slavskys

8/21/2025 08:04 PM

Bathrooms closer to the playground area. When kids have to go idk if I can walk that far without them having a possible accident

Redding

8/21/2025 09:08 PM

I am delighted that there are plans for a fountain and I hope that it will be an interactive one. Kids love the Nagouchi fountain in Downtown Detroit. There should be benches all over the park, not only by the playground. A very big climbing structure would be suitable for older children, I have seen those in Prospect Park in NYC

drvandom

8/22/2025 06:14 AM

See comments from item 6

KennPopp

8/22/2025 07:17 AM

The placement of the proposed restrooms is a bit offensive to the two houses directly across from the park. I live at 515 Kennesaw and do not want to look at a restroom when I look out my window. It becomes a public restroom for anyone driving by, which happens quite often day and night. I think it would be better placed further into the park, away from the street or near the parking lot by the softball field.

JenB

8/22/2025 08:35 AM

We used to have a bench swing that our neighborhood highly enjoyed. It was wonderful for parents to sit with their little ones, a nice place to sit with friends while watching their children play and for the elderly. It would be nice to see that return.

PPresident

8/22/2025 09:52 AM

See comments above

livelovelaugh

8/22/2025 10:34 AM

Add more benches, bench swing, shade sails

user-name-change.

8/22/2025 10:39 AM

I would remove the restrooms and plant more trees behind the homes that back up to the park.

Singram

8/22/2025 11:49 AM

Add adult swings

saraostrowski9

8/23/2025 03:24 AM

This rendering at least implies it should be more nature focused than the top rendering where there are few trees and artificial turf over a large area. The little kid play structure is on top of the older kid play structure. This makes it very challenging to watch littles at the park as they are enticed to go up into the larger structure the whole time and they can not play independently.

Optional question (57 response(s), 96 skipped)

Question type: Essay Question

Q10 | If the Concept Plan doesn't appeal to you, please let us know why:

JBhm

8/07/2025 02:39 PM

The drawing is too small to understand what the components are.

kpcleary

8/08/2025 08:57 AM

The paths are awful. If you intend cement, it will be worse than awful.

jqseedy

8/08/2025 12:19 PM

Keep it more natural. Less paving. We have enough walkways and similar in Birmingham, Poppleton is unique with its green space.

Rosie61

8/09/2025 09:40 AM

I hope you are keeping the mature trees

LaurenAbbey

8/09/2025 10:36 AM

What is a lawn activity space? Paved paths break up the green space and will not be maintained by the city causing it to be unsightly and unusable in short order.

Bham

8/12/2025 03:54 AM

Same problem, can't tell and I'm not going to go find the concept plan and dig through it right now.

elliebadge

8/21/2025 01:11 PM

Way too big

falloffthe cliff

8/21/2025 05:41 PM

Developing the park on a piecemeal basis does not make sense to me. The overall plan lack details that are important "TBD's" and the playground is being developed without consideration of the the overall park purpose which is to serve as the neighborhood park. By focusing on inclusivity we are excluding the rest of the community. Why can't we have both? Teenagers and adults enjoy playing as well!

Sasa

8/21/2025 06:21 PM

We need swings for young children and adults. The restroom structure is situated before the playground. It should be located behind the playground and away from the street. There is no true depiction of the park as a whole. We were told the walkways and other areas shown in the rendering are not part of this phase. Instead of piecemealing the plan, show the residents a full design. The committees work in silos too often so there rarely is a full plan set forth. See my other comments above. .

change.1..

8/21/2025 07:15 PM

I think there are too many sidewalks through the play area. I would rather have less concrete and more green space. The play area and concrete will also all be in the sun constantly so it will be a huge heat sink and be unusable in the middle of the day. Shaded play areas would be nice.

Ehill

8/22/2025 04:45 PM

Leave the green grass!!! Please do not extend the park. It has so many uses.

Optional question (11 response(s), 142 skipped)

Question type: Essay Question

Q11 | Is there anything else you would like to share about this playground?

SKupczyk

8/05/2025 04:18 PM

Not sure how much but pour n play for the entire area

JBhm

8/07/2025 02:39 PM

A young man named John who lives on Kennesaw uses the tall swing every day. We all look forward to seeing him and saying hello. Please

install a swing similar in height to the one that is there. Better yet keep the existing swing.

KathleenTigheKriel

8/07/2025 04:01 PM

Keep it as to smaller kids focused

jfallucc1

8/07/2025 04:45 PM

Basketball court/hoops

Ephillips

8/07/2025 05:34 PM

I'm glad it is finally being improved. We love the park. Maybe could add a small dog park since our dogs are not allowed off leash in the park. Somewhere for them to run. Maybe along the baseball fence

klh

8/08/2025 03:43 AM

A one mile walking path/jogging path with interval training stations — pull up bar, balance beam, etc.

Madison St

8/08/2025 04:05 AM

It's a nice improvement. I'm all for getting rid of all the wood chips. Also if you install a water fountain/dispenser DO NOT PUT IT NEAR THE SANDBOX! The fountain at Adams park is constantly full of sand dumped by unsupervised children. The dog dish is constantly needing to be cleaned out of cups of sand that have been put in the and parent wash off their kids feet in it as well. FIND A SAFE SPOT FOR THE WATER FOUNTAIN SO EVERYONE CAN USE IT AND FAR AWAY FROM THE SANDBOX.

kpcleary

8/08/2025 08:57 AM

Enclosing elevated space is also a bad idea. Everything should be in full view of people on the ground.

Kathleen McInerney

8/08/2025 09:06 AM

I APPRECIATE ALL OF THE HARD AND THOUGHTFUL WORK YOU ARE ALL PUTTING INTO POPPLETON PARK. IT NEEDS TO BE UPDATED, BUT I'M HOPING IT WILL NOT LOOSE IT'S NEIGHBORHOOD FEEL AND LOOK LIKE A FAIR GROUND.

Hawada

8/08/2025 10:56 AM

Putting green! If you install artificial turf, a putting green would be great for something that parents can do with their children.

tserra

8/08/2025 12:09 PM

Will the bathrooms be actual bathrooms or just Porto potties? It'd be great if they are actual bathrooms. I think Birmingham in general is missing public restrooms.

autcricket

8/08/2025 12:17 PM

Emergency phone station

jqseedy

8/08/2025 12:19 PM

Completely opposed to any parking on Oxford. We already have major issues with cut-through traffic on Wimbledon, and adding parking within the neighborhood only makes it more unsafe for our children to play.

jcanvasser

8/08/2025 12:24 PM

It's not very exciting. What about a splashpad or water feature? Rochester and Royal Oak have fantastic play areas that incorporate more interactive features, such as water, sound, etc.

casacelisgirl

8/08/2025 12:29 PM

Add parking so people who do not live exclusively in the Poppleton park area can use it.

dougcharron

8/08/2025 12:41 PM

Nope! Kenning Park next!

PJJONES

8/08/2025 12:43 PM

I really like the paved path around the park! It's good to have a walking path where you don't have to worry about vehicular traffic. Thank you.

jenheatherly

8/08/2025 01:04 PM

Add a fenced dog park area

artluz

8/08/2025 01:31 PM

No

britburns117

8/08/2025 01:40 PM

I love the new water bottle filler at Adams park—would be nice to have here as well!

Resident1

8/08/2025 01:49 PM

Adam's park improvements have made that park increase in use. Well done.

Kas033

8/08/2025 02:37 PM

Maybe not right with the playground, but it would be very nice to have a space with benches/seating to read a book, drink the coffee my friends and I got on our walk from Roast, etc. Just a nice spot to spend some time outside.

elizabethbham

8/08/2025 03:56 PM

Parking is an issue. For those of us who live in Poppleton Park, the road in front of the park can be almost unusable when people park on both sides of the street.

lewis0626

8/08/2025 04:05 PM

I think the team of landscape and playground architects have done a wonderful job designing a play area that could really be a leading "inclusive jewel" of Birmingham public parks. This is something the city should be proud to promote to its' residents and surrounding communities. Parks mean a lot to people of all ages and abilities. By including the 12 + age swings (that are currently there and used often) the redesign helps to include one more group to the play area, older children or individuals that enjoy therapeutic swinging. Please do what you can to research this further and seek out a way that this element to the park could still be preserved under the arching concept of inclusivity. I also suggest larger swings still be considered even if they have to be placed distant from the new conceptualized "playground area". Perhaps both a bench swing for all ages and a 10–12-foot swing set for older kids could be placed in a separate area facing the playground for younger children, it is a very large park after all, space should not be the issue. If in the future, wellness equipment for the adult population is added in another phase, then the fantastic new playground combined with a bench swing and 12+ swings...you really will have created an exemplary park that meets the needs of the entire community 'young and older'. Thank you for all the hard work the parks and rec team have done to reimagine Poppleton Park...it is going to be a gem!

amccarley

8/08/2025 05:02 PM

I like the berm would be great to host city events there as well

murph313

8/08/2025 05:38 PM

I don't think being taller is a good idea. I think it should be wider and have more accessible points for kids. Seems like this will be very congested and kids running into one another just like Adam's park. At least they are including a smaller aged park with Poppleton unlike Adam's park. Again I would look into Berkley or innovation park for more ideas. A splash pad component might be nice too. A water bottle filling station near bathroom would be nice. Also consider gates around because many people do not respect the rules of no dogs in the kid area.

Chelsea A.

8/08/2025 05:50 PM

I think it should be fenced in with one access point in/out for safety. I also would suggest more shaded areas.

Mclan3216

I have a granddaughter who is severely handicapped and her favorite

8/08/2025 05:55 PM

thing was to be on my lap on the swing that was a bench we missed that so much. I could hold her in my lap since she's incapable of walking or using her legs or her arms, and we could watch the other kids play. Please bring that back.

nalial

8/08/2025 06:51 PM

Please make an effort to keep key elements of the playground- heights swings possible and a sandbox are extremely popular at this park and we would like them included in the new plans.

Yaxie

8/08/2025 07:04 PM

Please please please leave the big trees! It gets so very hot in the summer! And waiting for them to grow is just too long. Adam's park is new and still hasn't developed its coverage. Having two exposed parks would be a real loss to daytime play potential.

vandoja

8/08/2025 08:36 PM

A pavilion would be really nice to have but not one that is rented out.

basolomon

8/09/2025 04:08 AM

Tennis court comment: the court area should be dedicated to either tennis or pickleball. Tennis players don't like pickleball lines and pickleball players don't like the scale of a tennis court. Also, each sport uses a different height net.

Joe C

8/09/2025 04:25 AM

We have four grandchildren who live out of state. It is possible in the future we would visit the park with one or several. From my perspective, a bathroom would be helpful. I am a 78 year old male who regularly needs a bathroom. I recognize the construction and maintenance costs would be substantial. In deciding whether to incur these costs, I vote for Yes.

Heidi G.

8/09/2025 05:26 AM

Yes, as a resident of Poppleton Park for 30 years, I have a few comments/ideas. I applaud new play equipment - what we have now is underwhelming and there is not much for older children. The most important issue for us neighbors is parking. You MUST address this along with the new concept. There must be parking on only one side of Oxford - both sides is dangerous and doesn't allow for school busses and emergency vehicles to get through. Also, the bordering neighbors have no choice than to deal with a multitude of vehicles. The parking lot for the park is far from the playground and is not used as it should be. Another issue is that part of the park floods during some rainstorms - the field needs to be re-graded and re-seeded. But all of the greenspace at Poppleton is what most people think of when they think of Poppleton Park - Let's keep it that way! More trees along the entire perimeter of the park would be a worthy investment -

especially on the Woodward and Oxford street sides of the park.
Lastly, i would like to bring up the important point that the Poppleton Park playground is located in the middle of a beautiful Birmingham neighborhood. It should first serves the needs and wants of its direct neighbors. walking to a park is ideal - especially to one that does not have a practical parking lot. What us neighbors end up with are cars, cars and more cars, parking on both sides of Oxford Street.
Addressing this is just as important as a new playground design.
Thank you for the opportunity to comment on the new design.

dancerkdgood

8/09/2025 05:44 AM

We would like something you can bounce on, double swings (for 2 kids at a time), a zip line/zip line swings and sandboxes with lots of toys, and slides that look like a dinosaur , bouncing/riding animals

Trabo9430

8/09/2025 08:57 AM

Need pickleball courts!

dhseidman

8/09/2025 09:28 AM

Parks should be for everyone. Again, I applaud the accessibility of this design for those with disabilities. That is SO important so that those in our community do not feel marginalized. But in this design, that is done with significant cost - excluding children who are able-bodied and need physical activity along with risk taking and problem solving. I would like to see some structures that encourage risk-taking, problem solving, and even some older kid/adult features like gym equipment.

Rosie61

8/09/2025 09:40 AM

Please include swings for our autistic neighbor. He uses this playground more than anyone in the area.

KBY

8/09/2025 09:43 AM

Yes, my children have grown. It would be great to have a corner of the park be a fenced in dog park. Also, we have a 12 year old boy who is on the spectrum who uses the park daily to swing. PLEASE MAKE SURE YOU HAVE SWINGS FOR HIM.

Bhamocks

8/09/2025 10:18 AM

I am glad upgrades are being made, although we outgrew it while waiting for Adams park to finally get upgraded (I was trying for 10 years). Don't wait! Poppleton is outdated.

LaurenAbbey

8/09/2025 10:36 AM

Just put in something that will last and need little maintenance as we know the city won't keep it up. Move quickly as this is long overdue.

gabrielazanfir

8/09/2025 10:53 AM

Please continue to provide swings for +12 years old people.

Irnbru

8/09/2025 11:49 AM

Plan is well thought-out. Particularly like the footpaths throughout the park - badly needed. I'd like to request placement of more seats in the park -adjacent to footpaths, especially to the north and west. Seats are useful for all users, but especially for elderly people who want to combine exercise with resting spots!

KDB

8/09/2025 12:07 PM

Thank you for keeping and including so many trees!

Wnsmom24

8/09/2025 12:41 PM

Please make sure there are swings available for ALL ages, including young adults/ adults. Thanks! Please don't remove large healthy trees. Please don't crowd newly planted trees too close together.

elg

8/09/2025 01:50 PM

Thank you!

julie_e_c

8/09/2025 05:37 PM

I am a parent of high school aged kids so though I walk my dog by the park daily, and through the outer spaces, we no longer use the playground. I often see middle/high school kids swinging and would love to understand how they can be included in this design - playgrounds should be for kids of every age and every ability. Our teens today are always told where they DON'T belong - and when Adams Park was built neighborhood parents complained that the Roeper kids were using the park "too much". This seems like a problem that can be solved if we keep middle and high school-aged children in mind in the design phase and include equipment that can handle their sizes and weights. Let our teens feel as at home in the park as they did when they were toddlers!

JRB

8/09/2025 06:34 PM

Please keep the history integrity and charm of this park. This park is very well used by kids of all ages. The proposed play structures seem like they could be more expansive to accommodate more children. The little spinners/bouncers/cars don't have much longevity with play. Invest more in more spacious and diverse structure - included bridges, tunnels, monkey bars. Please include swings that range from babies to adults, many older neurodiverse kids in the neighborhood love the swings.

NCGreen

8/10/2025 05:47 AM

I am very happy with this new design (with hopefully amended suggestions) and know my children and incoming third child would

love to use this!

South Poppleton Neighbor

8/10/2025 07:09 AM

Extremely happy to see Birmingham converting Poppleton to an "all abilities" park. It is much needed within our community. We have special needs grandchildren and we are excited to use the park when it is available.

Carpenbp

8/10/2025 07:46 AM

Please do not add parking, a pavilion, or access from Woodward.

Murphydog#2!

8/10/2025 08:28 AM

Need more picnic tables & benches under shaded areas for families to use

Leebartoshuk

8/10/2025 10:58 AM

No said it all above

judgenot6

8/10/2025 11:12 AM

The large swings to remain - that is a must have. I, as an adult, enjoy swinging together with the older children. Birmingham, in general, has done a great job of making play structures accessible - but only for those under age 7 (at best). There seems to be no recognition that our parks and play structures should be for all ages. The Adams park play structure is boring and unusable for anyone over the age of 6 - so should be a harbinger of that which should be avoided. The parks need to be for all; including adults who enjoy the greenery and watching children play. This proposed structure is an assault to the senses vs. a design which is meant to enhance and envelope the beauty of nature. And, finally, restore the bench swing. Nothing special needed there but a wooden bench and a metal frame. The amount of time and conversation regarding the bench swings at the latest parks and rec meeting was abominable. It's just not that hard, folks.

JB

8/10/2025 04:47 PM

We're looking forward to the changes

SAWilson

8/10/2025 06:57 PM

Consider permanent small bathrooms next to the baseball field and tennis courts

gnifr

8/11/2025 11:43 AM

More trees, more tree-covered benches/seating areas for adults.

leeross211

8/11/2025 12:17 PM

Let's get this right. It's a special park to the neighborhood and to the whole community. PLEASE prioritize the walking paths and improvements throughout the remainder of the park. Much of the acreage is currently not ACCESSIBLE to many. It's a large and beautiful park. Thank you for your work and service to Birmingham. Our neighborhood parks are one of the major things that set us apart in Metro Detroit.

KatyD

8/11/2025 06:14 PM

Keep it neighborhood focused and accessible. We do not need big crowds. It's the perfect place to meet other Poppleton families and is a great example of a public space. Also please put the benches in some shade.

Bham

8/12/2025 03:54 AM

rdbrittain

8/13/2025 07:32 AM

Avoid dirt, wood chips, etc. Clean soft surface for young kids!!

Theresa Elson

8/13/2025 12:00 PM

Glad to see wheel chair accessible. Are the bathrooms a structure? If so, how will they be monitored?

Sarahmockridge

8/13/2025 01:56 PM

Keep with colors of nature, blues, greens, grays, browns.

Catdubois

8/14/2025 03:47 AM

In addition to being inclusive for all abilities, I hope Poppleton continues to be inclusive for all ages. The fact that there is currently a play structure that he can easily climb and use slides is the reason we visit the park, and he can grow with it. Additionally, please do not put a water fountain anywhere near a sand box. We visit Adams Park frequently and the fountain is many times unusable because people have put sand in it. The sand box is also a mess in general because sand makes its way out, and it would be nice to have one in a separate area that doesn't interfere with other play areas (the sand box at Kenning is equally intrusive). Last, please consider ensuring that baby swings are in the shade during times of the day it can be the warmest/sunniest!

aw2446

8/20/2025 04:18 AM

Recommend having trash cans that close. Open trash cans lead to flies and bees buzzing around the opening.

johnrogers

We appreciate what you are doing and our son is excited to use this

8/20/2025 05:25 AM

new park! Something must be done about the swings and sandbox! I would suggest you balance the mandate to make the park a destination for accessible play in the city with the need to maintain the favorite elements for children who live close and use the park every day.

Shain

8/21/2025 12:09 PM

Be considerate of John the young man who swings daily.

elliebadge

8/21/2025 01:11 PM

Please rethink these plans - our backyard is Poppleton (we live at the corner of Wimbledon & Oxford) and we see first-hand the number of people that come to this park, and it is not that many where the park would need to be this big/spread out. We agree that it could use some equipment updates but the entire layout of the park does not need to be changed.

Gabriellerakitin

8/21/2025 05:20 PM

I would add things for older kids like workout areas or jungle gym ninja warrior type activities.

Birmingham2021

8/21/2025 05:32 PM

Please keep swings for older kids, not just small children

falloffthe cliff

8/21/2025 05:41 PM

At the last meeting, I was surprised to learn that the budget of \$1,000,000 is just for the playscape. WOW! TOO MUCH! In addition, I found it ironic that the project is focused on inclusivity for Poppleton Park and at the same time the meeting was unable to accommodate an elderly gentleman who said repeatedly that he could not hear the proceedings. He left.

Sasa

8/21/2025 06:21 PM

Keep the update simple. Provide child and adult swings, monkey bars and sandboxes. The benches and table designs from some of the companies are too modern and do not fit in a neighborhood filled with 50 to 100 year old homes.

unaik

8/21/2025 07:13 PM

-get swings -keep trees -will the really high areas be transparent or somehow visible to the adults below

change.1..

8/21/2025 07:15 PM

The field to the West of the current play ground could be a great multiuse sports field. A walking path would be great there too around the perimeter of the park.

Judy.sh

8/21/2025 07:56 PM

Please add seating and shed areas. For bigger gatherings, birthdays, celebrations..

Redding

8/21/2025 09:08 PM

More parking spaces are needed for those of us that do not live within walking distance. We live two miles away, west of Woodward. Thanks for considering our ideas.

drvandom

8/22/2025 06:14 AM

we don't want to lose the neighborhood feel of the current play area. We are so open to updates but we also don't want to walk by everyday and feel like a theme park was dropped into our backyard. Adding family gathering areas for picnics, shade with landscaping, and updating the play structures is very welcome.

KennPopp

8/22/2025 07:17 AM

The accessible parking on Oxford might be better lined up with the Mohegan intersection than at the base of our neighbor's driveway. When the park is busy, it is very tight getting in and out of our driveways.

JenB

8/22/2025 08:35 AM

My son said it's nice but it would be cool to have a wood setup like Booth Park that allowed a variety of ages to explore and enjoy.

Swing happy

8/22/2025 09:08 AM

Please keep the 12 plus swing. It's the only reason I logged in.

cjc463726

8/22/2025 09:27 AM

No

PPresident

8/22/2025 09:52 AM

It's a play ground for everyone...

livelovelaugh

8/22/2025 10:34 AM

Plenty of room ! - add back in after removal of existing equipment: Monkey Bars, Code -compliant "big kid" + intergenerational swings to replace existing 12' swing, sand box. Phase 2: Move location of permanent bathrooms more west, away from Oxford Rd. & driveways off of Mohegan. Sewer/h20 lines have to be installed anyway - there is no reason to have these so close to the roads & residential area. Add in: Splash pad & sun sail.

user-name-change.

8/22/2025 10:39 AM

Add picnic tables - these get used!!

Singram

8/22/2025 11:49 AM

Would love an ice rink for winter like at Barnum park so that the park can be used in the winter months.

erilai

8/22/2025 05:14 PM

SO happy this is being prioritized - thank you!

Ausra Zurro

8/22/2025 06:57 PM

The rendering does not show trees and shaded areas in the park. Especially where benches are located. With summers becoming increasingly warmer these parks become unusable mid day. I'm suggesting to plant beautiful maples or oak trees for generations to enjoy and for kids not to be protected from a scorching sun.

KathrynMurray

8/22/2025 07:38 PM

I love that this playground seems to provide space for older children. I find that the basketball court at Adams park is constantly being used by children and adults. I would love to see a basketball court be added to the design of poppleton. I believe the basketball court brings older children to the park more consistently and having community gathering places for teens within the Birmingham community is important.

saraostrowski9

8/23/2025 03:24 AM

I hope it is still very nature focused. That the current trees are not cut down.

kseedial

8/23/2025 09:23 AM

I love playgrounds that have fun places to c climb and go down slides but are well enclosed so mothers don't have to worry about young kids on it and falling down from high up areas.

Optional question (89 response(s), 64 skipped)

Question type: Essay Question

**Memorandum from
Staff Liaisons to Multi-Modal
Transportation Board**



MEMORANDUM

Multimodal Staff

DATE: August 28, 2025

TO: Parks and Recreation Board Members

FROM: Leah Blizinski, City Planner
Melissa Coatta, City Engineer
Ryan Kearney, Police Captain

SUBJECT: Poppleton Park Playground Improvements

We are pleased to have the opportunity to provide some feedback regarding the preliminary designs for the Poppleton Park Playground Improvements dated August 27, 2025. As a general observation, the concept plans appear to be well done. This memo is meant to provide review of the proposed project with respect to multimodal considerations.

The Birmingham Multimodal Transportation Plan (2013) proposes that a 10' pathway be constructed through Poppleton Park connecting Woodward Avenue to Oxford Street. The plan, recommends that the path be 10' wide and constructed of asphalt. The proposed Poppleton Park Playground Improvements concept plan includes a network of pathways around the playground areas and to Oxford Street. The new paths between the parking and playground area come out to about one third of the way through the park. It is unclear from the plans what type of path is being constructed and how wide it will be or whether the path will be appropriate for bicycles. The board should consider making a portion of the path connecting to Oxford street suitable for bicycle use. A future path could connect the sidewalk along Woodward to the network of playground paths, to fully implement the connecting path.

As noted in the Birmingham Multimodal Transportation Plan, "parks, plazas and transit stations are all important destinations for bicyclists and pedestrians." As such, the Parks and Recreation board should consider including bicycle parking near the entrance or parking areas for the improved playground. Bicycle parking should be visible, accessible, plentiful and convenient. As this is a community park, the board could consider including a bicycle repair station as well.

The Planning Division and Multimodal staff liaisons will remain open to conversation throughout the entire process and will endeavor to be a partner to the Department of Public Services and the Parks and Recreation Board to ensure that the City provides users of the park a project that we can all be proud of!

Cost Estimates



Please make check payable to:
Landscape Structures Inc
601 7th Street S
Delano, MN 55328

Proposal

Date	Proposal #
10/15/2025	25-1554-b

Bill To:
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

Ship To
City of Birmingham Brad McNab, 248-514-8902 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	Poppleton Park Play Equipment with Sourcewell - Shipping 2026				
174815A	12' Ramp w/Guardrails and Curbs	1		9,980.70	9,980.70
120325A	Ramp Berm Exit Plate, Wood Wall	1		591.60	591.60
120818A	Play Structure Seat	1		545.70	545.70
111404J	76" Playbooster Post	1		734.40	734.40
111404H	92" Aluminum PO Post. Specify post color when ordering.	1		795.60	795.60
354111A	Volo Aire w/3 Slides Standard Perf. DB	1		315,945.00	315,945.00
247189A	Chill Spinner	1		2,932.50	2,932.50
247179A	Curva Spinner	1		2,682.60	2,682.60
123832B	SuperScoop, Wheelchair-Accessible, Direct Bury	1		1,395.30	1,395.30
249558A	We-Go-Round w/DigiFuse Panels 2 Seats DB Only1	1		43,344.90	43,344.90
155071A	Cool Mister Single Post (DB Only)	1		7,945.80	7,945.80
154397A	LSI Single Post Cool Topper	2		5,650.80	11,301.60
355992B	Symbol Communication Sign English-Spanish w/2 Post DB	1		2,346.00	2,346.00
141683A	TT Coated Bench 72" w/Back Direct Bury (121 lbs)	3		882.30	2,646.90
141683B	72" TenderTuff Coated Steel, with Back, Surface Mount	2		892.50	1,785.00
154345B	Square Picnic Table With 3 Seats, TenderTuff Coated Steel, Movable	2		1,917.60	3,835.20
244194A	Angled Overhead Ladder (5-12) DB1	1		8,593.50	8,593.50
177328B	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Painted Legs DB Only1	1		2,289.90	2,289.90
177329B	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Painted Legs DB Only1	1		1,208.70	1,208.70

Proposal Good For 30 Days
Shipping Time: TBD
Ship Via: Common Carrier
Please call 24 hours prior to delivery: _____

Customer signature below constitutes a purchase order.

Subtotal
Sales Tax (0.0%)
Total

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Please make check payable to:
Landscape Structures Inc
601 7th Street S
Delano, MN 55328

Proposal

Date	Proposal #
10/15/2025	25-1554-b

Bill To:
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

Ship To
City of Birmingham Brad McNab, 248-514-8902 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
174018C	Belt Seat w/Chains ProGuard Chains for 10' Beam Height	4		214.20	856.80
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	2		178.50	357.00
352219A	Flexx™ Swing w/Single Post Swing Frame 52" Bury	1		7,313.40	7,313.40
352220A	Flexx Swing w/Single Post Frame Additional Bay 52" Bury	1		6,706.50	6,706.50
176038G	Full Bucket Seat w/ProGuard Chains for Toddler Swing	2		494.70	989.40
177350A	Molded Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	2		861.90	1,723.80
177332A	Single Post Swing Frame 8' Beam Height	1		1,744.20	1,744.20
177333A	Single Post Swing Frame Additional 8' Bay	1		1,295.40	1,295.40
177337A	Toddler Swing Add-On Beam	2		719.10	1,438.20
277778A	We-Go-Swing w/1 Accessible Bay DB Only	1		43,880.40	43,880.40
156058	HDW SQ DECK KICK PLATE	1		16.93	16.93
197057C	Smart Play®: Motion 2-5 w/Play Table Direct Bury	1		24,449.40	24,449.40
152179A	Saddle Spinner	1		1,009.80	1,009.80
186490A	We-saw™ (DB Only)	1		15,192.90	15,192.90
168989A	Bongo/Alphamaze Panel	1		1,545.30	1,545.30
168662A	Marble Panel	1		2,601.00	2,601.00
168104A	Optigear Panel	1		4,324.80	4,324.80
168100B	Sensory Play Center Wall 2" SM	4		1,540.20	6,160.80
168101B	Sensory Play Center Wall End 2" SM	2		1,091.40	2,182.80
168661A	Sensory Play Station Plate	4		0.00	0.00
168990A	Xylofun/Alphamaze Panel	1		3,315.00	3,315.00
Sourcewell D...	Sourcewell Discount			-43,840.38	-43,840.38

Proposal Good For 30 Days
 Shipping Time: TBD
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Customer signature below constitutes a purchase order.

Subtotal
Sales Tax (0.0%)
Total

Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
10/15/2025	25-1554-1

Bill To
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

Ship To
City of Birmingham Brad McNab, 248-514-8902 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
Poligon	Poppleton Park Shade with Sourcewell Poligon 30 ft. Carnival Stained Tongue & Groove Multi-Rib			78,520.00	78,520.00
Poligon	Poligon Electrical Access Electrical Cutouts Anchor Bolt Kit			1,130.00	1,130.00
Poligon	Engineering			625.00	625.00
Freight	Freight			1,875.00	1,875.00
Sourcewell Dis...	Sourcewell Poligon Discount - Poligon Structure			-6,372.00	-6,372.00
Installation	Professional Certified Installation			42,634.00	42,634.00
Sourcewell Dis...	Sourcewell Discount - Installation			-1,911.92	-1,911.92

Proposal good for 30 days.

Ship Via: common carrier

Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal \$116,500.08

Sales Tax (0.0%) \$0.00

Total \$116,500.08

Credit Card fee of 3% on all payments using a CC.

AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
10/15/2025	25-1554-2c

Bill To
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

Ship To
City of Birmingham Brad McNab, 248-514-8902 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
Demolition	Poppleton Park Installation ~ R&D all of the playground equipment, concrete bench pads, and sandboxes. Includes disposing of all concrete footings.	1		13,875.00	13,875.00
Demolition	~ R&D 9,700 SF of existing engineered wood fiber.	1		21,500.00	21,500.00
Site Prep	~ Provide temp fencing around work site and lay-out and stake the site. ~ Excavate the 133,000 SF site as needed to achieve the desired grades. Includes 82,500 SF of turf areas to be stripped and restored, 19,651 SF of concrete flatwork areas and 10,837 SF playground area.	1		127,312.50	127,312.50
Installation	Professional Certified Installation ~ Provide temporary fencing around site. ~ Install playground equipment as shown on drawing #PEN1194652-01-01 dated 8/29/25. Also included but not shown on the drawing is (1 ea) Horizontal Ladder and saddle spinner per Lance email request. Total	1		189,875.00	189,875.00
Installation	~ Provide 10,837 SF of PIP stone prep at a depth of 4".	1		35,937.00	35,937.00
PIP - Install	PIP - Install & Supplied - Safety Surfacing - Estimated	10,837		22.50	243,832.50
Installation	~ Provide 19,651 SF x 4" concrete flatwork. Includes key-way for PIP adjacent to playground.	1		257,750.00	257,750.00

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal

Sales Tax (0.0%)

Total

Credit Card fee of 3% on all payments using a CC.

AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
10/15/2025	25-1554-2c

Bill To
City of Birmingham P.O. Box 3001 151 Martin Street Birmingham, MI 48012-3001

Ship To
City of Birmingham Brad McNab, 248-514-8902 851 S. Eton Birmingham, MI 48009

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Brad McNab	248-514-8902	248-530-1754	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
Installation	~ Provide 170' x 12" x 6" steel reinforced concrete borders. Includes key-way for PIP adjacent to playground.	1		10,000.00	10,000.00
Installation	Reinstallation of benches	10		500.00	5,000.00
Installation	Professional Certified Installation - Receptacles -	5		500.00	2,500.00
Installation	Provide and install fountain. Does not include water tap or service line - Estimated	1		10,000.00	10,000.00
Installation	Professional Certified Installation cool mister. Does not include water tap or service line - Estimated	1		1,875.00	1,875.00
Installation	Professional Certified Installation Swing Bench provided by otherd	1		1,500.00	1,500.00
Installation	Provide and install trees - Estimated	30		2,000.00	60,000.00
Restoration	~ Restore 82,500 SF of disturbed area with 4" topsoil, seed and mulch.	1		97,500.00	97,500.00
	* Does not include Supply and install of Poligon Shelter. Those items are to be quoted once final confirmation of project scope is determined.				
	*Does not include work associated with street parking. That is to be quoted seperatley once final confirmation of scope is determined.				

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal

Sales Tax (0.0%)

Total

Credit Card fee of 3% on all payments using a CC.

AMX fee of 5% on all payments using AMX

889 S. Old US 23, Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529

Agreement with Penchura

**AGREEMENT FOR PLAYGROUND DESIGN SERVICES
FOR BIRMINGHAM PARKS**

THIS AGREEMENT is entered into this 22 day of April, 2025, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Penchura LLC, a Michigan company, whose address is 889 S. Old US 23, Brighton, MI 48144 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to have Contractor provide playground design services and playground equipment for various City of Birmingham park locations utilizing a cooperative purchase agreement for the purchase of said playground equipment, and all related work; and

WHEREAS, the City requested proposals for the procurement and performance of services required for playground design services utilizing a cooperative purchasing agreement such as Sourcewell and for the purchase of playground equipment for various parks in the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), and

WHEREAS, Contractor has professional qualifications that meet the project requirements and has made a proposal in accordance with instructions to the bidders and specifications, and terms and conditions.

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:

MUTUALLY AGREE: It is mutually agreed by and between the parties that the contractor's response dated March 13, 2025 will be fully incorporated herein to provide playground design services for the City of Birmingham for various Birmingham park locations and herein by reference shall become a part of this Agreement as attachment A, and shall be binding upon both parties hereto.

1. **TERM:** This Agreement shall have a term of four (4) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all material associated with the project, whether installed or not by the Contractor through such date.

2. **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.

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

4. **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.

5. **CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Contractor 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.

6. **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.

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

8. **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.

9. 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.

10. 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) 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. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.
- F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Maintaining Insurance: Upon failure of the 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.

11. 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: Scott D. Zielinski, DPS Director

Contractor: Penchura, LLC
889 S. Old US 23
Attn: Lance A. Shipman, LLA, CSPI Recreation Consultant,
Brighton, MI 48144

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. RESPONSE TO REQUESTS FOR QUOTES:** The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated March 13, 2025. In the event of a conflict in any of the terms of this Agreement and the Contractor's March 13, 2025 response, the terms of this Agreement shall prevail.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Penchura LLC.

By: *Jana L. Ecker*

Its: REPRESENTATIVE

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 15th day of April, 2025, before me personally appeared

_____, who acknowledged that with authority on behalf of _____ to
do so he/she signed this Agreement.

Andrea Swanson

Macomb County, Michigan

Acting in Oakland County, Michigan

My commission expires: 08/29/2026

ANDREA SWANSON
Notary Public, State of Michigan
County of Macomb
My Commission Expires 08-29-2026
Acting in the County of Oakland

CITY OF BIRMINGHAM:

By: *Therese Q. Longe*
Therese Q. Longe, Mayor
On the date of: 4/26/25

By: *Alexandria D. Bingham*
Alexandria D. Bingham, City Clerk

APPROVED:

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

Scott D. Zielinski
Scott D. Zielinski, PE, Public Services Director
(Approved as to substance)

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

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

**IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PLAYGROUND DESIGN SERVICES
FOR BIRMINGHAM PARKS**

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

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

LANCE R. SHIPMAN 4/15/2025
PREPARED BY DATE
(Print Name)

RECREATIONAL CONSULTANT
TITLE DATE

Lance R. Shipman LANCE@PENCHURA.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

PENCHURA L.L.C
COMPANY

289 S. OLD US 23 BID-459-9172
ADDRESS BRIGHTON MI 48114 PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

TAXPAYER I.D.#

**ATTACHMENT A - BIDDER'S REPRESENTATIVE
PLAYGROUND DESIGN SERVICES
CITY OF BIRMINGHAM PARKS**

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

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

LANKE A. SHIPMAN 3/13/2025
PREPARED BY DATE
(Print Name)

RECREATION CONSULTANT 3/13/2025
TITLE DATE

 LANKE@PENCHURA.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

PENCHURA L.L.C
VENDOR

889 S. OLD US 23 BRIGHTON MI 48114 810-459-9172
ADDRESS PHONE

LANDSCAPE STRUCTURES 888-438-6574
NAME OF PARENT VENDOR PHONE

601 7TH ST. SOUTH DELAND, MN 55328
ADDRESS

**ATTACHMENT B - COST PROPOSAL
PLAYGROUND DESIGN SERVICES
CITY OF BIRMINGHAM PARKS**

In order for the proposal to be considered valid, this form must be completed in its entirety.

Per Meeting Fee			
Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Design Fee per Playground				
Location (Listed in order of installation)	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
W. Lincoln Park	0.00	0.00	0.00	0.00
Pumphouse Park	0.00	0.00	0.00	0.00
Poppleton Park	0.00	0.00	0.00	0.00
Pembroke Park	0.00	0.00	0.00	0.00
Crestview Park	0.00	0.00	0.00	0.00

Out of Scope Items Hourly Rate Fee			
Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
\$ 0.00 PENCHURA	\$ 0.00 PENCHURA	\$ 0.00 PENCHURA	\$ 0.00 PENCHURA

Additional Associated Items/Costs That May Arise: I MYSELF AM A LLA, CPSI -
WHILE WE FEEL PENCHURA HAS THE CAPACITY TO HANDLE
ALL DESIGN ELEMENTS OF A PLAYGROUND PROJECT,
SHOULD THE SCOPE CREEP OUTSIDE OF THE PLAYGROUND
AND REQUIRE ADDITIONAL SERVICES BEYOND MINE OR
PENCHURA'S CAPABILITIES, WE DO HAVE A RELATIONSHIP
WITH MJD&L, AND THEY HAVE AGREED TO JOIN OUR
TEAM IF NEEDED FOR THOSE ITEMS. THEIR RATES ARE
AS FOLLOWS:

11

PRINCIPAL \$275.00
 PROJECT MAN. \$192.00
 LA \$165.00

SR DESIGNER \$139.00
 DESIGNER \$110.00
 DRAFT PERSON \$94.00

8B

**ATTACHMENT C - IRAN SANCTIONS ACT VENDOR
CERTIFICATION FOR
PLAYGROUND DESIGN SERVICES
CITY OF BIRMINGHAM PARKS**

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

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

LANLE D. SHIPMAN 3/13/2025
PREPARED BY DATE
(Print Name)

RECREATION CONSULTANT 3/13/2025
TITLE DATE

 LANLE@PENCHURA.COM
AUTHORIZED SIGNATURE E-MAIL ADDRESS

PENCHURA L.L.C
VENDOR

889 S. OLD US 23 BRIGHTON MI 48114 810-459-9172
ADDRESS PHONE

LANDSCAPE STRUCTURES 888-438-6574
NAME OF PARENT VENDOR PHONE

601 7TH ST. SOUTH DELAND, MN 55328
ADDRESS

PENCHURA LANDSCAPE STRUCTURES
TAXPAYER I.D.# 20-4755812 41-0971842



Proposed Fees

Penchura does not charge a meeting fee or a design fee for our services. I myself am a Licensed Landscape Architect and a Certified playground Safety Inspector and as such with the rest of our team, we believe we have the capacity to handle the efforts needed to provide design services and materials to facilitate the installation of the playgrounds at each park. We represent a large range of manufacturers and can provide all of the needed elements within any of the park playground plans.

Out of Scope approved changes:

If we are fortunate to be selected and we do find an out-of-scope aspect of a design that may extend beyond Penchura's capabilities, we do have a relationship with a Local Landscape Architecture Firm in Birmingham that has agreed to join our team if needed for those items. Their hourly rates would be as follows:

Principal - \$275.00

Project Manager - \$192.00

Landscape Architect - \$165.00

Sr. Designer - \$139.00

Designer - \$110.00

Draftsperson - \$94.00

Evaluation

Penchura is very excited at the opportunity to present our designs and approach via a post bid interview if scheduled. We feel it is the best way for us to ensure that the city has a full understanding of what we have provided and the benefits therein as well as how we interact with city personnel. It also offers the opportunity for us to field any questions or concerns.

Warranty

See attached

Value-Added Considerations

We do not have any additional considerations at this time

Project Challenges

With the exception of unforeseen site issues or utility conflicts, we do not expect any additional challenges

Penchura regularly operates multiple jobs throughout the year. For this project there should be limited need for City personnel support once started.

Attachment A



**REQUEST FOR QUALIFICATIONS
PLAYGROUND DESIGN SERVICES
CITY OF BIRMINGHAM PARKS**

Sealed proposals endorsed "Qualifications for Playground Services" will be received at the Department of Public Services, 851 S. Eton, Birmingham, MI 48009, ATTN: Carrie Laird, Parks and Recreation Manager, until Thursday, March 13, 2025, at 2:00 pm after which time proposals will be publicly opened and read.

The City of Birmingham, Michigan, intends to design, redesign, and purchase new playground equipment and installation of that playground equipment for several playgrounds in the City of Birmingham over the next number of years. Utilizing comparable cooperative purchasing agreements such as Sourcewell and/or others, the City intends to determine which vendors offer suitable playground services. The purpose of this Request for Qualifications (RFQ) is to request proposals from playground vendors that have been awarded contracts through cooperative purchasing agreements who demonstrate the ability to design, create, provide and install multiple playgrounds of varying sizes throughout the City of Birmingham. Vendors will present their capabilities, experience and ability to perform this work as described in this RFQ.

The City is seeking innovative playground design and creative playground equipment for enjoyment of all children but particularly for children aged 2 years to 12 years old. All design and playground equipment must meet current and applicable ASTM, CPSC and ADA standards and guidelines. The playground design and playground equipment will be installed in various areas, and the design should include, but not be limited to, artificial turf for surfacing, drinking fountains, restroom facilities, grading and site preparation work, shade canopies, lighting solutions, and finally, restoration of any affected areas of current playground equipment and/or design during construction.

A mandatory pre-bid meeting will be held at Poppleton Park in Birmingham Michigan on February 12, 2025 at 1:00 p.m. Poppleton Park is adjacent to and east of Northbound Woodward Avenue, between Quarton (16 Mile) and Maple (15 Mile), accessible by Wimbeldon to the North and Madison to the South of the park:

The RFQ may be obtained online from Bidnet Direct at <https://www.bidnetdirect.com/> or at the City of Birmingham, 851 S. Eton, Birmingham, Michigan, ATTN: Carrie Laird, Parks & Recreation Manager

Submitted to MITN:

Mandatory Pre-bid meeting: February 19, 2025 at 1:00 pm

Deadline for Submissions: March 13, 2025 at 2:00 pm

Contact Person:

Carrie Laird, Parks & Recreation Manager
851 S. Eton St.
Birmingham, MI 48009
Phone: 248.530.1714
Email: claird@bhamgov.org



**REQUEST FOR QUALIFICATIONS
FOR PLAYGROUND DESIGN SERVICES
CITY OF BIRMINGHAM PARKS**

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INTRODUCTION

For purposes of this request for qualifications (RFQ) the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Vendor."

The City of Birmingham, Michigan, intends to design, redesign, and purchase new playground equipment and installation of that playground equipment for several playgrounds in the City of Birmingham over the next number of years. Utilizing comparable cooperative purchasing agreements such as Sourcewell and/or others, the City intends to determine what vendors and companies have to offer for playground services. The purpose of this Request for Qualifications (RFQ) is to request proposals from playground vendors that have been awarded contracts through cooperative purchasing agreements who demonstrate the ability to design, create, provide and install multiple playgrounds of varying sizes throughout the City of Birmingham. Vendors will present their capabilities, experience and ability to perform this work as described in this RFQ.

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

REQUEST FOR QUALIFICATIONS (RFQ)

The purpose of this RFQ is to request proposals from vendors. The City is seeking innovative playground design and creative playground equipment for enjoyment of all children but particularly for children aged 2 years to 12 years old. All design and playground equipment must meet current and applicable ASTM, CPSC and ADA standards and guidelines. The playground design and playground equipment will be installed in various areas, and the design should include, but not be limited to, artificial turf for surfacing, drinking fountains, restroom facilities, grading and site preparation work, shade canopies, lighting solutions, and finally, restoration of any affected areas of current playground equipment and/or design during construction.

The City intends to purchase new play equipment for multiple Birmingham parks over the next 2-3 years. Parks vary by size and classification (i.e., mini-park, neighborhood park, community park). Maps of the playgrounds are included as attachments in this RFQ.

Public engagement is an important component of the playground design. Each playground design will require meetings with City staff, representatives from HOA's, and one or more meetings with the Parks and Recreation Board. Additionally, the City will publicize opportunities for feedback on designs from residents for all or some play areas for the Vendor to include as part of design.

Vendors shall provide three examples/schematics playgrounds of varying sizes and costs as part of their proposal and one 3D rendering example.

Any proposal received after the requested due date of March 13, 2025 by 2:00 pm will not be accepted.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Vendor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFQ shall be made in writing and delivered to: Carrie Laird, 851 S. Eton St., Birmingham, MI 48009
OR claird@bhamgov.org.

Such request for clarification shall be delivered, in writing, no later than March 7, 2025 4 pm.

3. All proposals must be submitted following the RFQ format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQ format by the respondent.
4. Each respondent shall include in his or her proposal, in the format requested, the cost of supply and delivery of the product specified. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful Vendor with tax exemption information when requested.
5. Each respondent shall include in their proposal the following information: Vendor's name, address, city, state, zip code, telephone number, and fax number. The Vendor shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.
6. **Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held at Poppleton Park, near the playground in Birmingham Michigan on February 19, 2025 at 1:00 p.m. Poppleton Park is adjacent to and east of Northbound Woodward Avenue, between Quarton (16 Mile) and Maple (15 Mile), accessible by Wimbleton to the North and Madison to the South of the park: Street side parking is available on Oxford St, the east side of the park.

PROPOSAL RESPONSE FORMAT:

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with page numbers and separated tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may affect evaluation score.

TRANSMITTAL LETTER:

Provide a transmittal letter indicating Vendor's understanding of the qualifications for these Playground Services. The letter must be a brief formal letter that provides information regarding the Vendor's interest in and ability to perform the requirements of this project. A person who is authorized to commit the Vendor's organization to perform the work included in the proposal must sign the letter.

EXECUTIVE SUMMARY/SERVICES:

Provide a synopsis of the highlights of your proposal for the creative and innovative design of the multiple playgrounds in Birmingham. This synopsis should not exceed one (1) page in length and should be easily understood. Clearly describe your approach to this project including Vendor's philosophy and methodology for your design of the playgrounds for the multiple locations.

VENDOR'S PROFILE AND CAPACITY- 40 points**VENDOR'S PROFILE**

Provide Vendor's profile describing Vendor and include all of the following:

- a) The official name of Vendor
- b) The address of Vendor's headquarters or any local office involved in the project
- c) Vendor's Federal Tax Identification number
- d) The name, address, telephone, fax numbers and email address of the person(s) who will serve as the contact(s) to the City, with regards to the proposal, with authorization to make representations on behalf of and to bind Vendor
- e) State history of the Vendor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Vendor uniquely qualified for this work. Provide examples of similar projects, including examples of construction drawings and details, as well as photos of finished products.

PROJECT TEAM:

Proposal responses shall include a complete list of and resumes for all key personnel associated with the project. This list must include all key personnel, including the Project Manager, and any sub-contractors such as installers who will work with City's Representative.

For each person on the list, the following information shall be included:

- a) The person's relationship with Vendor, including job title and years of employment with Vendor
- b) The role that the person will play in connection with the project
- c) Address, telephone, fax numbers, and email address
- d) The person's relevant experience
- e) Relevant awards, certificates or other achievements

This section of the proposal response should include no more than two pages of information for each listed person.

REFERENCES:

Provide a list of two (2) clients within five years. References must be satisfactory as deemed solely by the City. References should have similar scope to this project.

Reference information shall include:

- a) Vendor's Name
- b) Contact person (name and title), contact person is to be someone directly involved with the project
- c) Complete street address, telephone number, Email address
- d) Dates of project

The City reserves the right to contact any of the references provided in order to determine proposer's performance record on work similar to that described in this request. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

PROPOSED WORK PLAN – 50 points:

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work detailed in the scope of services. The work plan shall define resources needed for each task. In addition, the work plan shall include a common timeline schedule per park depicting the sequence and duration of tasks showing the process of implementing new playground equipment. The City intends an aggressive schedule for implementing multiple playgrounds over the next 2 to 3 years. Equipment availability, lead time, and point of origin are all important for the success of this project.

Describe your approach to this project, including how you anticipate coordinating with the City representatives, homeowners associations and any applicable boards.

Discuss the process of developing detail design for at least 2 other projects that have been accomplished within the previous 5 years. Describe examples of issues that may have arisen during the design process and how they were resolved. Provide examples of similar projects that are located within a 4 hour driving radius of City of Birmingham. Provide evidence of expertise with universal design of playgrounds.

DETAILED RESPONSE:

This section should constitute the major portion of the proposal and should contain at least the following information:

a) A complete narrative of the proposer's ability to provide innovative and creative designs of playgrounds and the equipment, the proposer's ability and approach, and the resources necessary to fulfill the requirements

b) Three Examples/schematics of playscape designs for the following Birmingham parks:
Poppleton Park- Fully Inclusive Playground: First example, assume up to \$600,000 budget for play equipment. Second example, assume up to \$900,000 budget.
Pumphouse Park: Assume \$150,000 budget

Other assumptions: Removal of existing equipment, installation of new equipment and all surface material is part of the example budget.

d) A 3D rendering of one of the above playground examples.

e) Proposal must include product literature for proposed equipment and surface material including installation and warranty information.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

FEE PROPOSAL– 10 points:

Fees shall include a per meeting fee and a design fee per playground for each individual park location. An hourly rate for any out of scope approved changes should be included on the cost proposal form.

Proposed fees shall include all planning, labor, design, materials and travel.

The City shall not be responsible for the reimbursement of any costs not specifically set forth in the Vendor's proposal. The City reserves the right to accept any part of the proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the proposer.

PROPOSAL EVALUATION:

City staff will evaluate each proposal by the above-described criteria and point system, based on 100 points.

The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing Vendor to be a candidate for an interview. City staff may contact references to verify material submitted by the consultants.

City staff then will schedule the interviews with the selected vendors if necessary. The selected vendors will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

The interview must include the project team members expected to complete a majority of work on the project, but no more than four members total. The interview shall consist of a presentation of up to ten minutes by the consultant, including the person who will be the project manager on this contract, followed by approximately ten minutes of questions and answers. Audiovisual aids may be used during the oral interviews.

The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

WARRANTY:

The proposal shall provide the warranty for all equipment in addition to the warranty for the installation.

VALUED-ADDED CONSIDERATIONS:

Proposer may include any relevant services or products that will be provided to the City which are not specifically priced in their proposal; but which enhance the Vendor's proposal.

IDENTIFICATION OF ANTICIPATED AND/OR POTENTIAL PROJECT CHALLENGES:

Use this section to identify and describe any anticipated and/or potential project challenges, the Vendor's approach to resolving these challenges, and any special assistance that will be requested from the City.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.
3. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
4. The cost of preparing and submitting a proposal is the responsibility of the Vendor and shall not be chargeable in any manner to the City.

BIDDER'S RESPONSIBILITIES

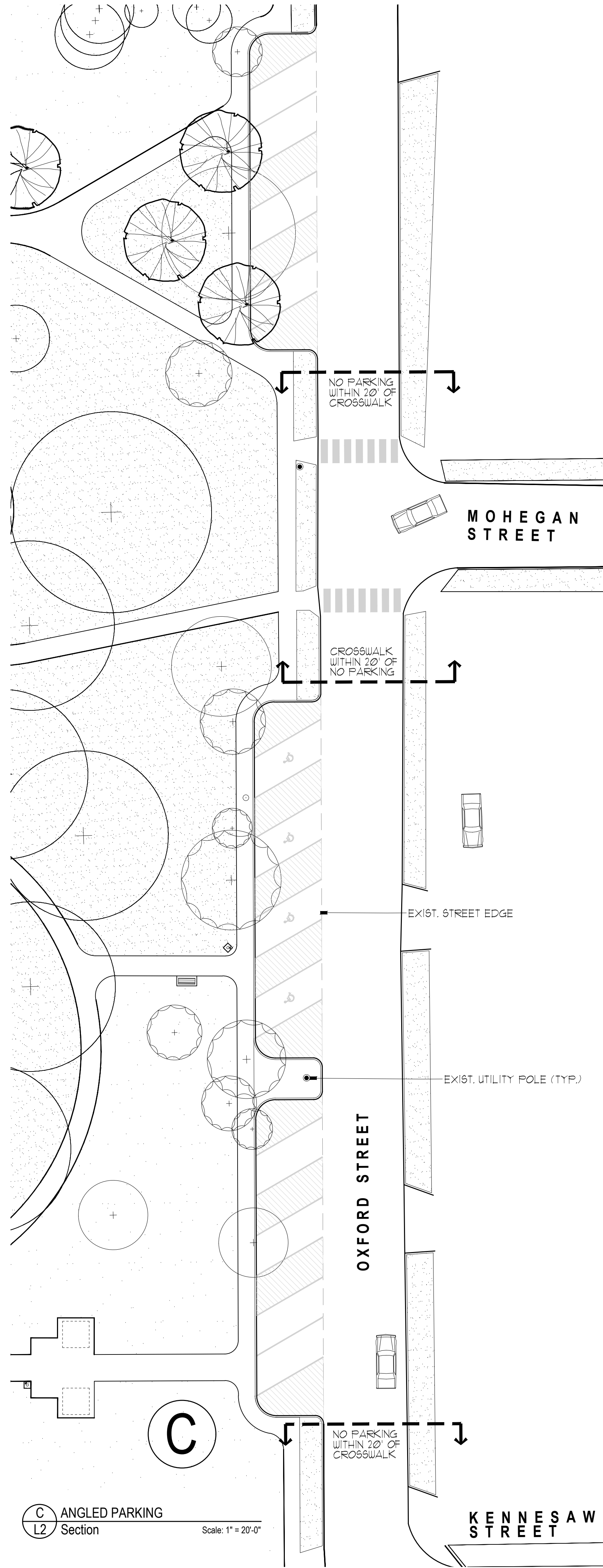
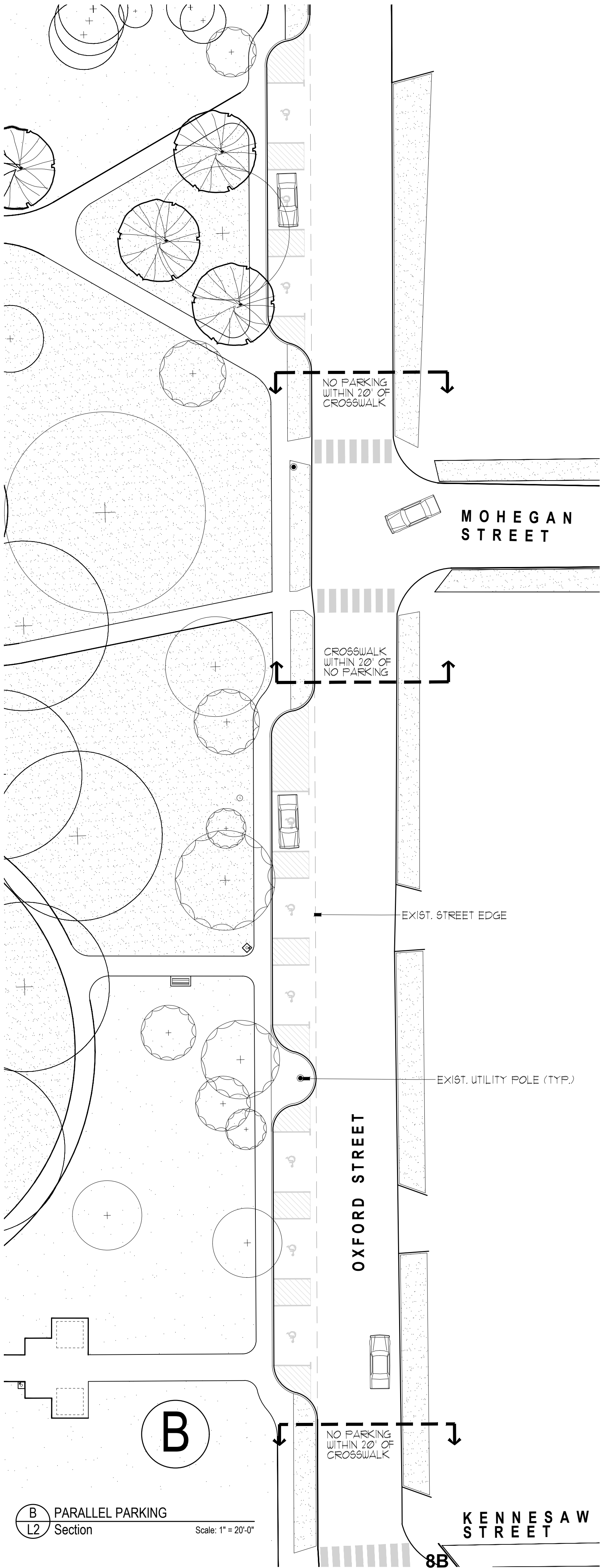
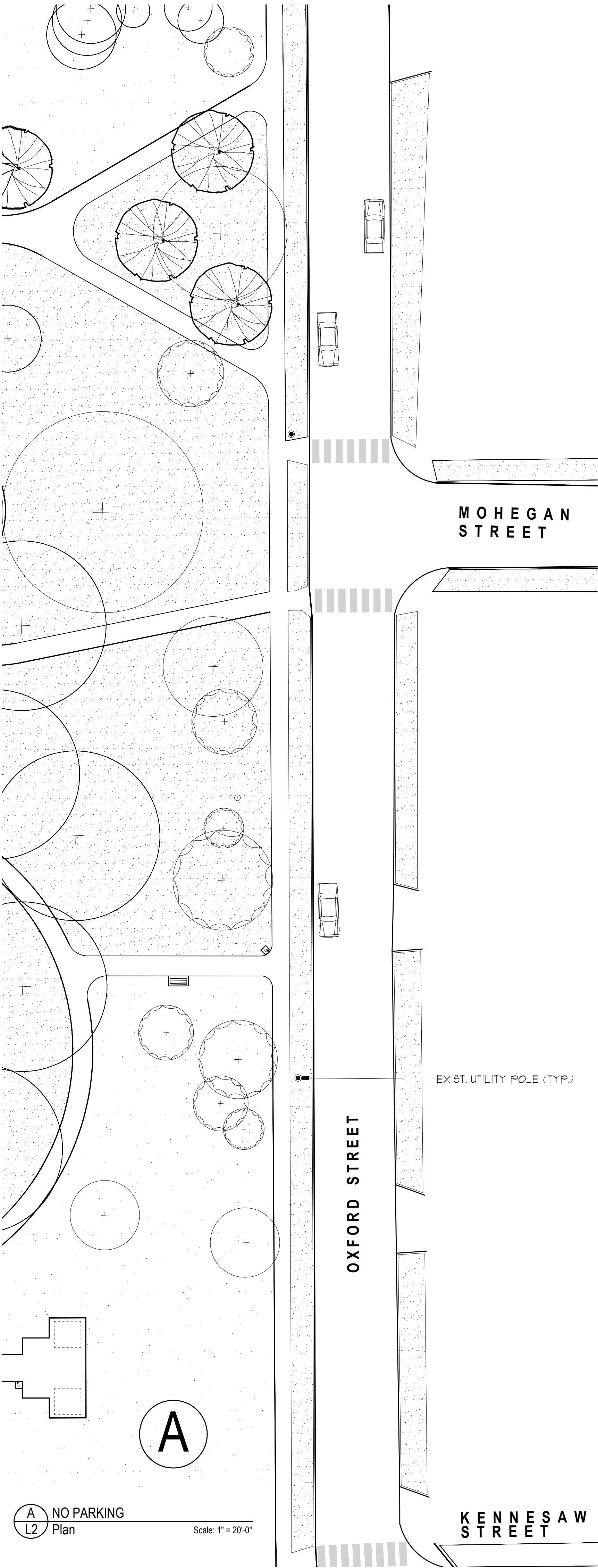
In addition to the above required information, each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFQ.
 - a. Bidder's Representative (Attachment A)
 - b. Fee Proposal (Attachment B)
 - c. Iran Sanctions Act Vendor Certification Form (Attachment C)

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Vendor that it has investigated all aspects of the RFQ, that it is aware of the applicable facts pertaining to the RFQ process and its procedures and requirements, and that it has read and understands the RFQ. Statistical information which may be contained in the RFQ or any addendum thereto is for informational purposes only.

Parking Diagram Options



Parking Budget Estimates

8B

25177
October 30, 2025

82B

Department of Public
Services

Presented by: Carrie Laird
Scott Zielinski
Lance Shipman, Penchura

Date: November 17, 2025

Poppleton Playground

8B



Background

- Parks and Recreation Bond-Citywide Playground Improvements Priority Project
- Playground Services Award- Penchura, LLC.
 - Design, Purchase of Equipment, Installation
 - Selected for their inclusive design abilities, quality of playground equipment offered, certified installers
 - Lincoln Well & Pumphouse currently underway
 - Poppleton next, Pembroke coming soon (budgeted this fiscal year)
- Poppleton Playground- Fully Inclusive
 - Design includes accessible pathways, solid safety surfacing, shade elements, trees, seating/gathering areas
- August 2025 – Public Input Session-Poppleton Playground Planning
 - highly promoted, well attended
- August 2025 – Engage Birmingham Survey
- September & October 2025 – Parks & Recreation Board Meetings

Inclusivity- Park System Wide

- Space for rest/benches/shade
- Variety of equipment
- Walking paths
- Drinking Fountains
- Restrooms
- Parking- review options for Poppleton



Sustainability- Park System Wide

- Recycling
- Environmental Preservation-promote & install native plantings
- Plant more trees
- Convert turf
- Rain gardens



Summary of Feedback Received

- Provide accessible equipment & surfacing
- Must have tallest possible swings/more swings
- Must have a sandbox
- Provide equipment for all ages
- Provide plenty of seating
- Provide plenty of shade, keep existing trees
- Provide Monkey bars
- Provide Spinners
- Add wayfinding color on shade elements/gathering spaces-muster points
- Some concern with height of the structure
- Softball field improvements, walking paths throughout the park, basketball court, fitness equipment

- Budgeted project
- Donation Agreement with Birmingham Rotary Club
- Donate Campaign





Lance Shipman
Play Enthusiast

PLAY IS
EVERYTHING!

A bit about us....

- Penchura is a premier privately owned and operated Company in Brighton Michigan.
- Our team is made up of Recreation Professionals with more than 110 years combined experience in the business.
- Penchura has more than 5,000 playgrounds by Landscape Structures installed in Michigan and Ohio.
- Penchura offers funding assistance through Federal and Local Grant Identification, Fund Raising Opportunities, Project Websites, and Grand Opening Support.





Our Warranty

Landscape Structures' three (3) Year "bumper to bumper" warranty on ALL PARTS, including moving parts and a 100 YEAR WARRANTY on main structural components.

01

Insightful Product Design

- We perform all of our design, engineering and manufacturing in-house, so each step is carefully followed-through under our watchful eye as we inspire, innovate and evolve ideas together.
- The added value of working with Landscape Structures is that we focus on the why, not just the what. Anyone can replicate equipment, but true innovation stems from understanding the thought behind the design and the courage to ask if there's a better solution.

02

Unique Designs

- Leading the way with innovation.
- Ready to create a playground unlike any other? A design that celebrates your community and leaves kids begging to play more? No one offers more design expertise, material options, advanced manufacturing capabilities or guidance to bring your unique destination to life. Our design teams are ready when you are.

03

Unparalleled Quality

- Superior materials, fit and finishes ensure our playgrounds are built to last decades instead of years.
- You deserve a great return on your investment, so we're committed to bringing you market-leading quality and safety in every piece of equipment – inside and out. That means less maintenance, greater peace of mind and "way more fun!" on your playground. And we proudly manufacture nearly all of our products in the U.S.A.

04

Dedicated to Customer Satisfaction

- Expect a great experience.
- Continuous improvement is at the heart of our customer service philosophy. It's behind our industry-best order accuracy, on-time delivery record and flexibility. And it's how we can say with complete confidence: If you're not happy, we'll make things right – right away. You have the word of 500 employee owners.

05

Industry Leading Warranty Support

- More than just a contract, our warranty is our personal commitment that you'll be satisfied with your purchase now and far, far into the future.
- As an employee-owned company, we take great pride in the quality of everything we make. And we're so confident that you'll be delighted with your purchase that we back our products with the most comprehensive long-term warranties in the industry. It's just one more way we show how much we care about our customers and communities.

A Solid Investment In Fun!

The true value of a well-crafted playground is realized over time – lower operational costs, fewer headaches and countless hours of safer fun. To ensure you get the most out of your investment, we build proprietary products using only the finest materials. Our unique combination of unprecedented design experience and precision manufacturing capabilities results in playgrounds that last a lifetime. And, of course, we stand behind everything we make.

Investment Example

Total Cost of Ownership
Ysleta Independent School District
Landscape Structures Playgrounds Purchases

Ysleta Independent School District

Purchase Year Playgrounds	2005 31
Total Purchases Years of Service	\$2,043,521 16 (2021)
Total Replace/Repair Cost to Customer Per Year	\$4,370 \$312.16
Cost to Customer	0.21%

8B



Purchasing Contracts



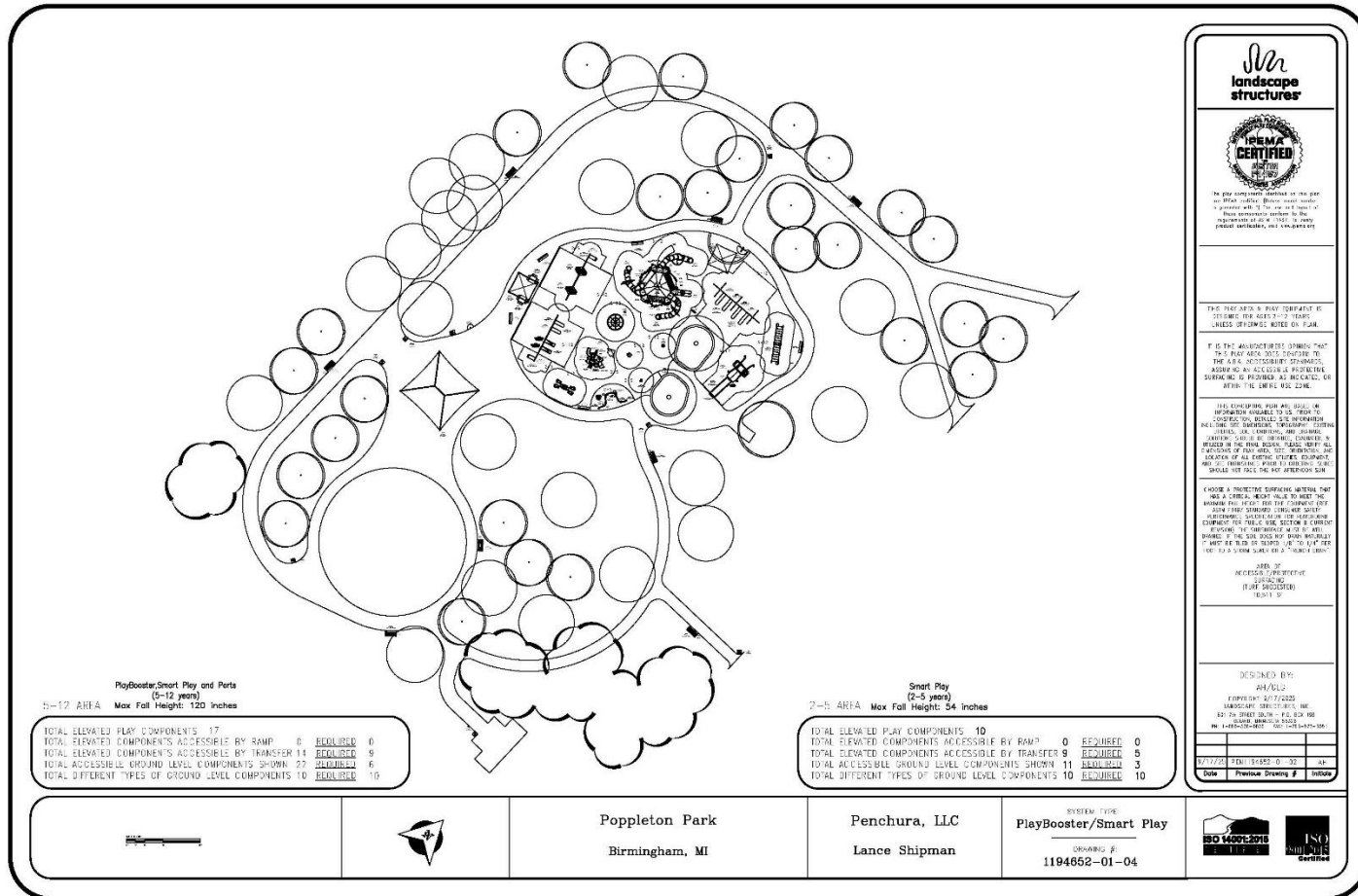
Local Experience and Service

- Novi Parks and Recreation – Several park projects
 - Tim Pope - Leathers replacement.
 - ITC Sports Park
 - Lakeshore Park
 - Pavilion Shore Park
 - Power Park
 - Rotary Park
- Huron Clinton Metroparks – Several park projects
 - Lake St. Clair Metropark
 - Kennsington Metropark
 - Huron Metropark
- Michigan DNR – Several park projects
 - Maybury
 - Belle Isle, etc.
- Oakland County Parks – Several park projects
 - Groveland Oaks
 - Catalpa Oaks
 - Independence Oaks
 - Addision Oaks
- Livonia Parks and Recreations
 - Rotary Park
 - Bicentennial Park – This Summer

Many others across southeast Michigan

- **LOCAL SERVICE – We have a track record working with communities to facilitate initial installation, maintenance, long term viability of their playground purchase.**

Poppleton Park Site Layout



Poppleton Park Site Layout



landscape
structures

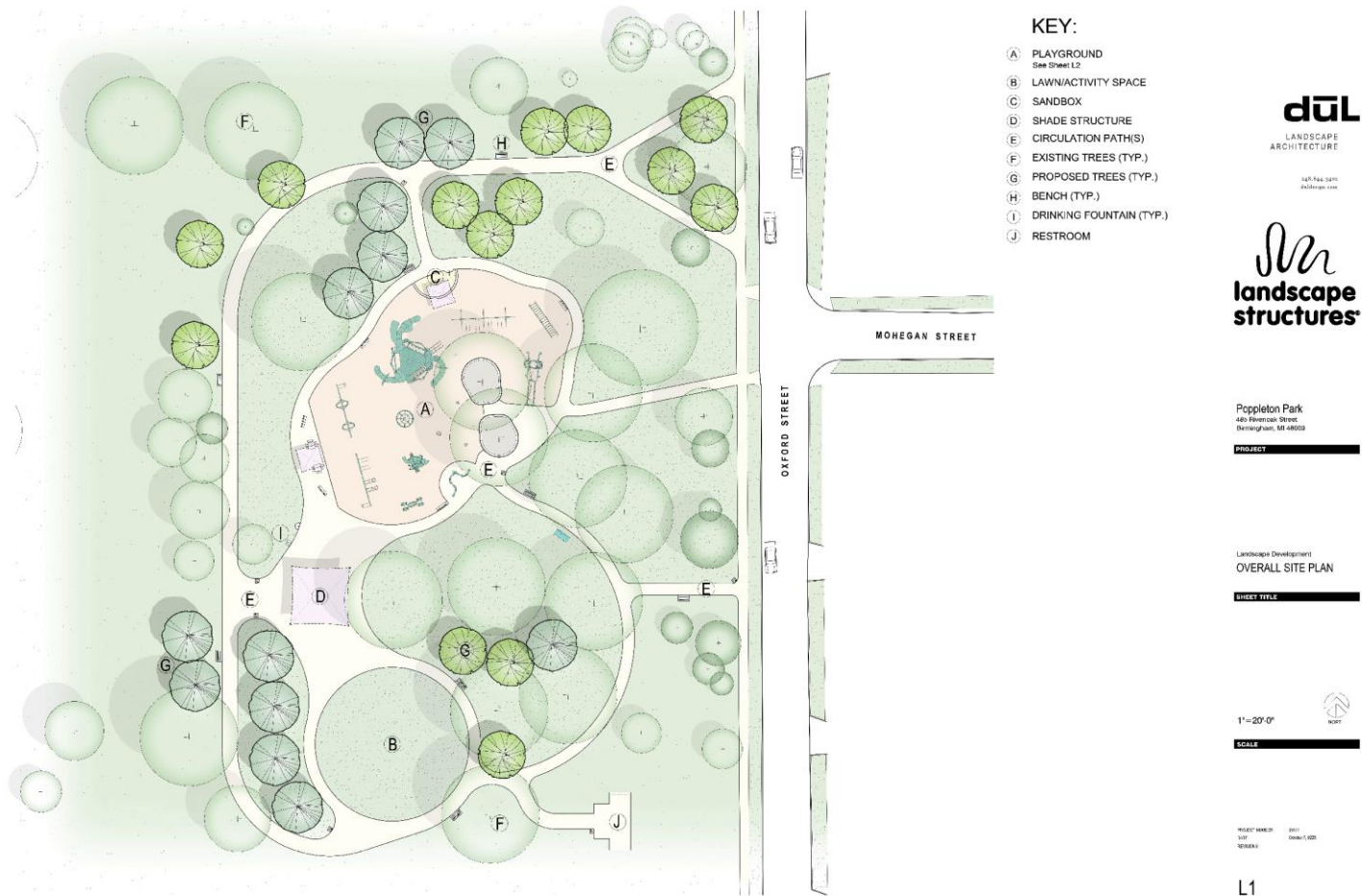
Poppleton Park

1194652-01-04-10 • 09.22.2025



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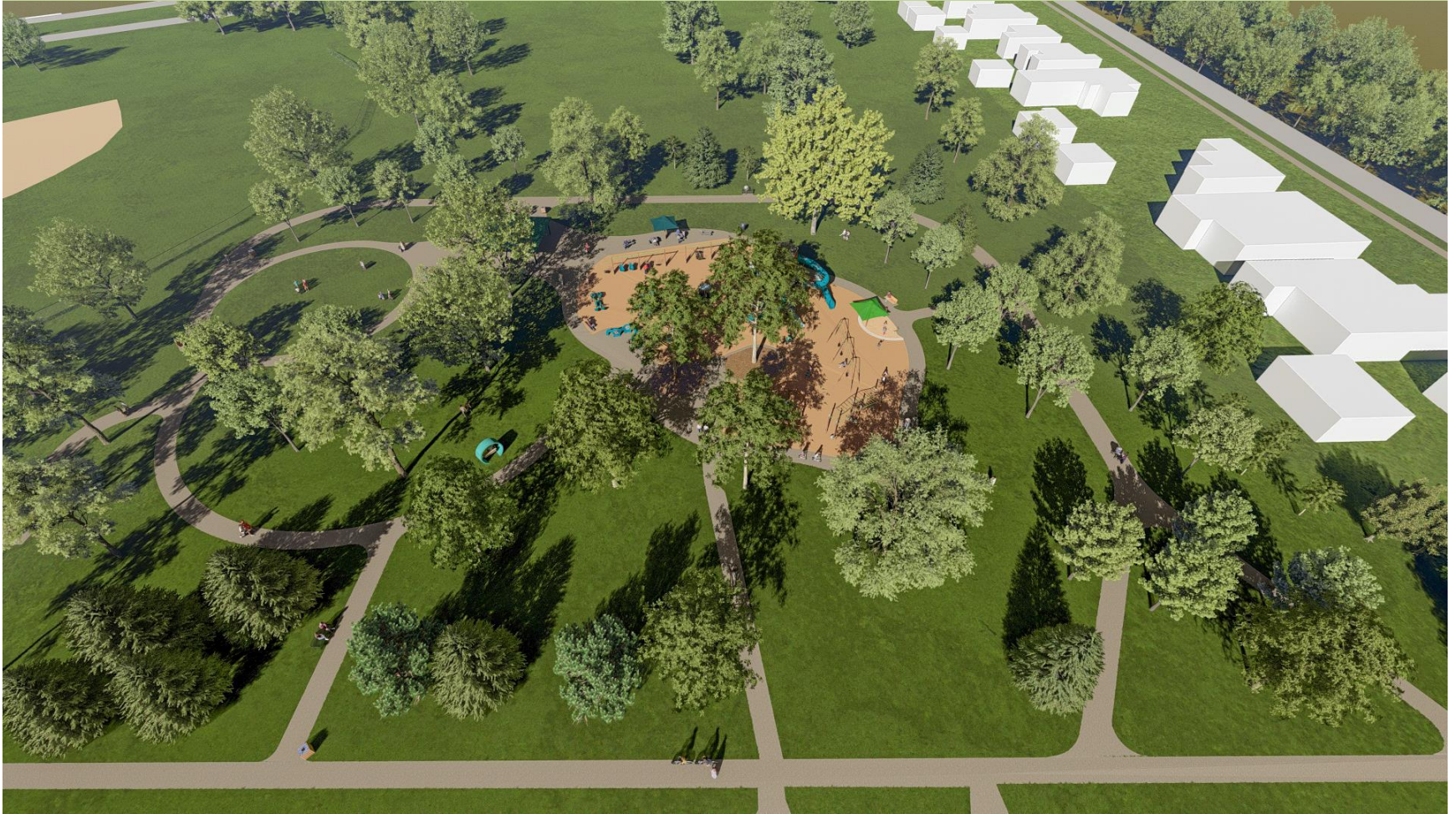
Poppleton Park Site Layout



Poppleton Park Site Layout



Poppleton Park West View



Poppleton Park South View



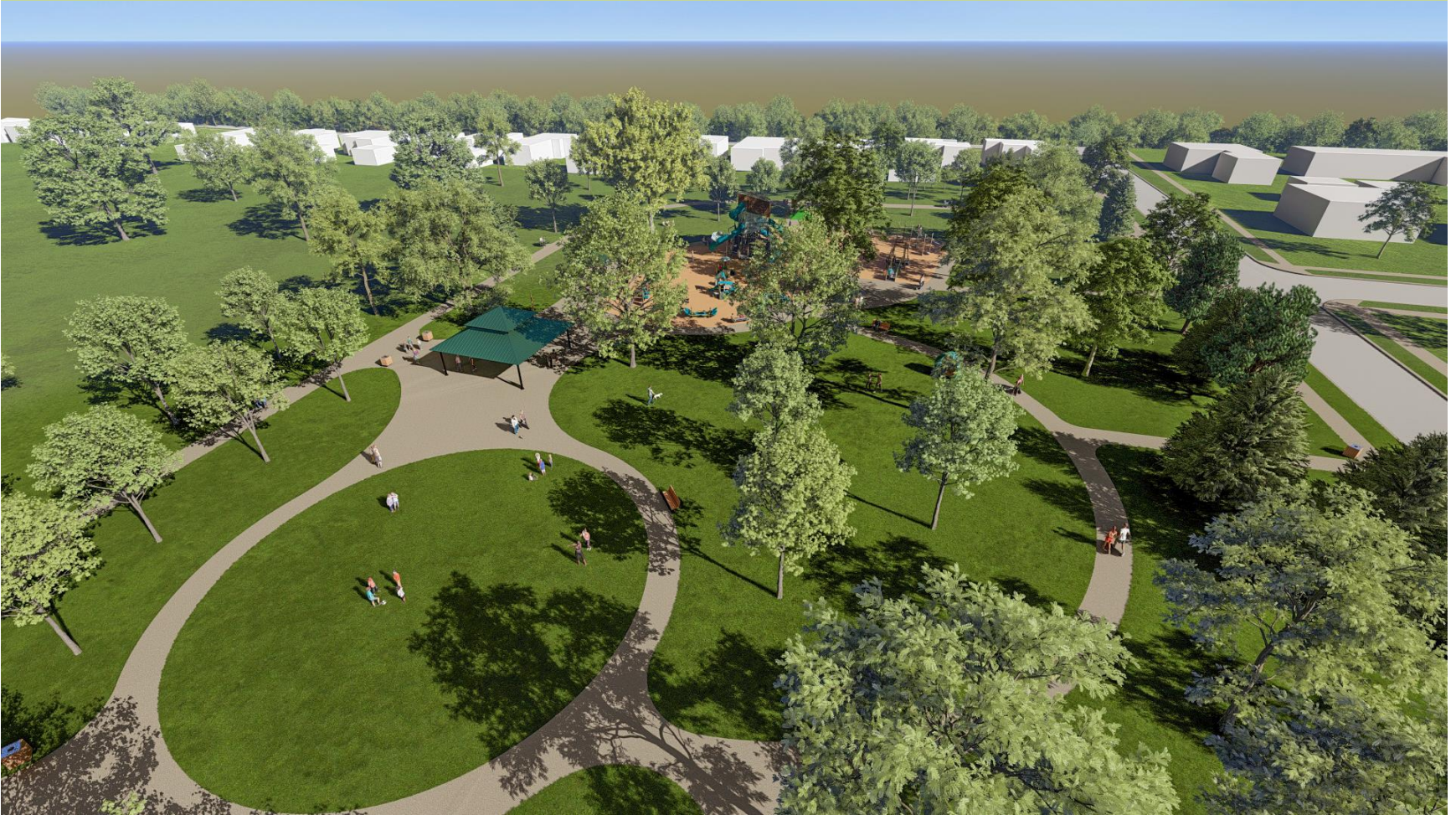
Poppleton Park North View



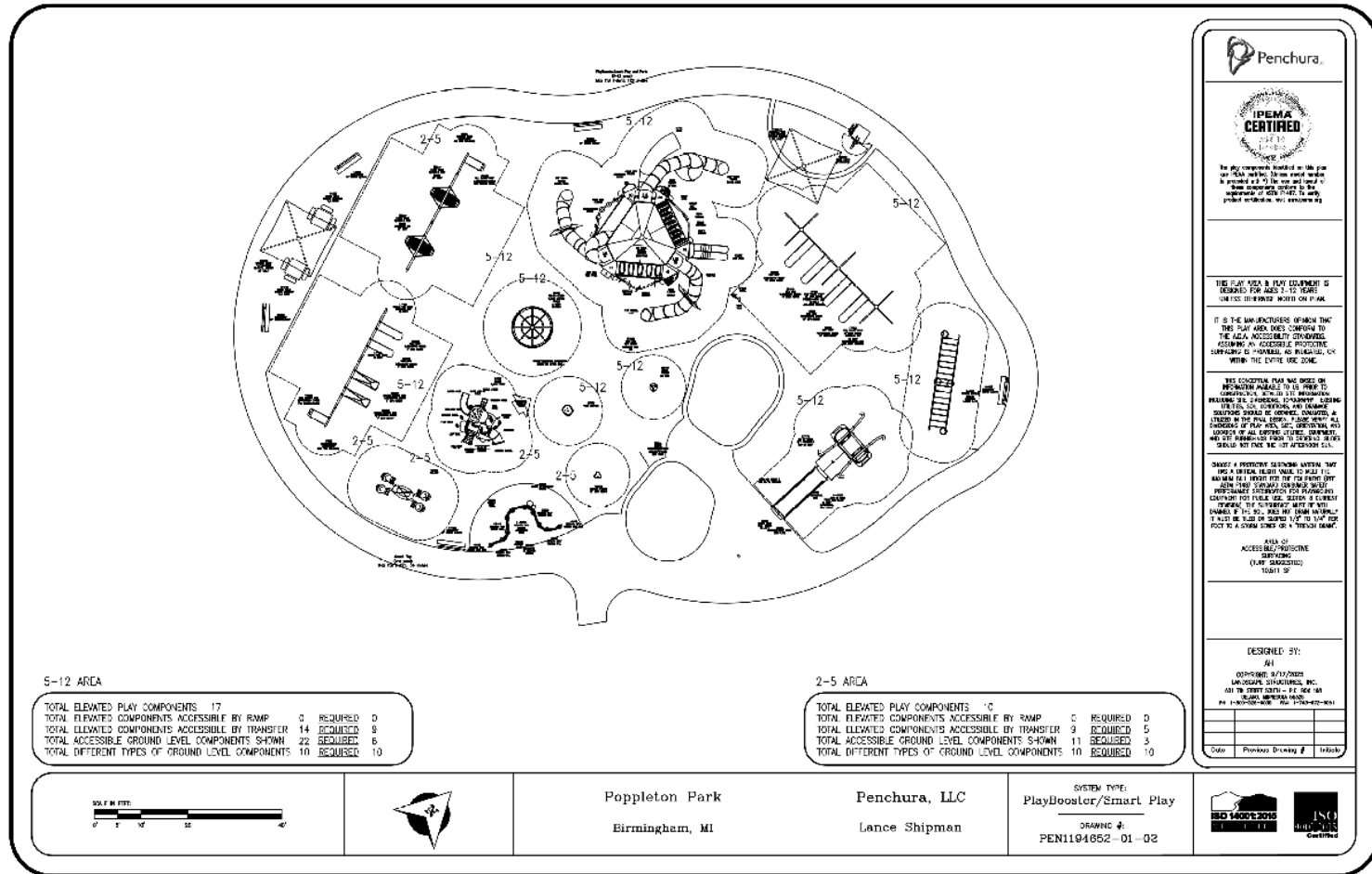
Poppleton Park Northeast View



Poppleton Park Northwest View



Poppleton Park Playground Layout



Poppleton Park Playground Layout



KEY:

- A 10' SWING
- B WE-GO SWING
- C SANDBOX
- D OVERHEAD LADDER
- E VOLO AIRE
- F SPINNER
- G WE-GO ROUND
- H FLEXX SWING
- I MOTION STRUCTURE
- J WE-SAW
- K SINGLE POST SWING
- L SENSORY WALL
- M UMBRELLA
- N SHADE STRUCTURE
- O NOBLEWINS SWING

dūL
LANDSCAPE
ARCHITECTURE

145 Park Street
Burlington, VT 05401

*landscape
structures*

Poppleton Park
445 Riverdale Street
Burlington, VT 05401

PROJECT

Landscape Development
PLAYGROUND PLAN

SHEET TITLE

1" = 10'-0"

SCALE



PROJECT NUMBER: 2017
DATE: October 1, 2017
DESIGNER: J

L1

Poppleton Park Playground Layout



Playground approach from the East



Playground approach from the East



Playground approach from the East



Playground approach viewing South



Playground approach viewing Northeast



Proposal Shade Structure viewing Northeast



View across circular activity space



Playground approach viewing Northwest



Playground approach viewing Northwest



View of proposed swing bench



Playground approach viewing West



Main playground approach



View of We-Go-Swing



View of “Monkey Bars”



View of 10' swing and sandbox



View of Playground form North



View of Volo Aire



View of Volo Aire and Flexx Swing



View from shaded seating area



View from playground from shade structure



View playground looking north



View of sensory playcenter



View of primary playground entrance



View of 2-5 Smart Play Motion



View of 5-12 Volo Aire



View of 5-12 Volo Aire



View of 5-12 Volo Aire



View of 5-12 Volo Aire



lm
landscape
structures

Poppleton Park

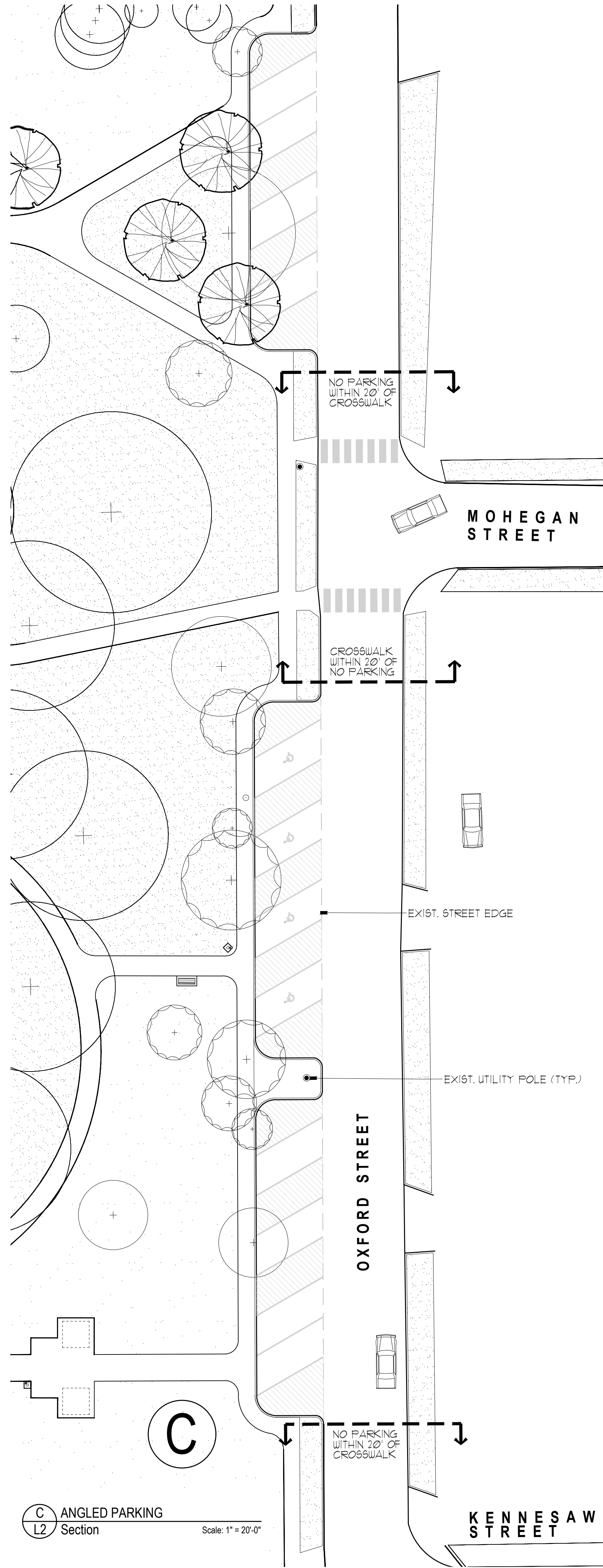
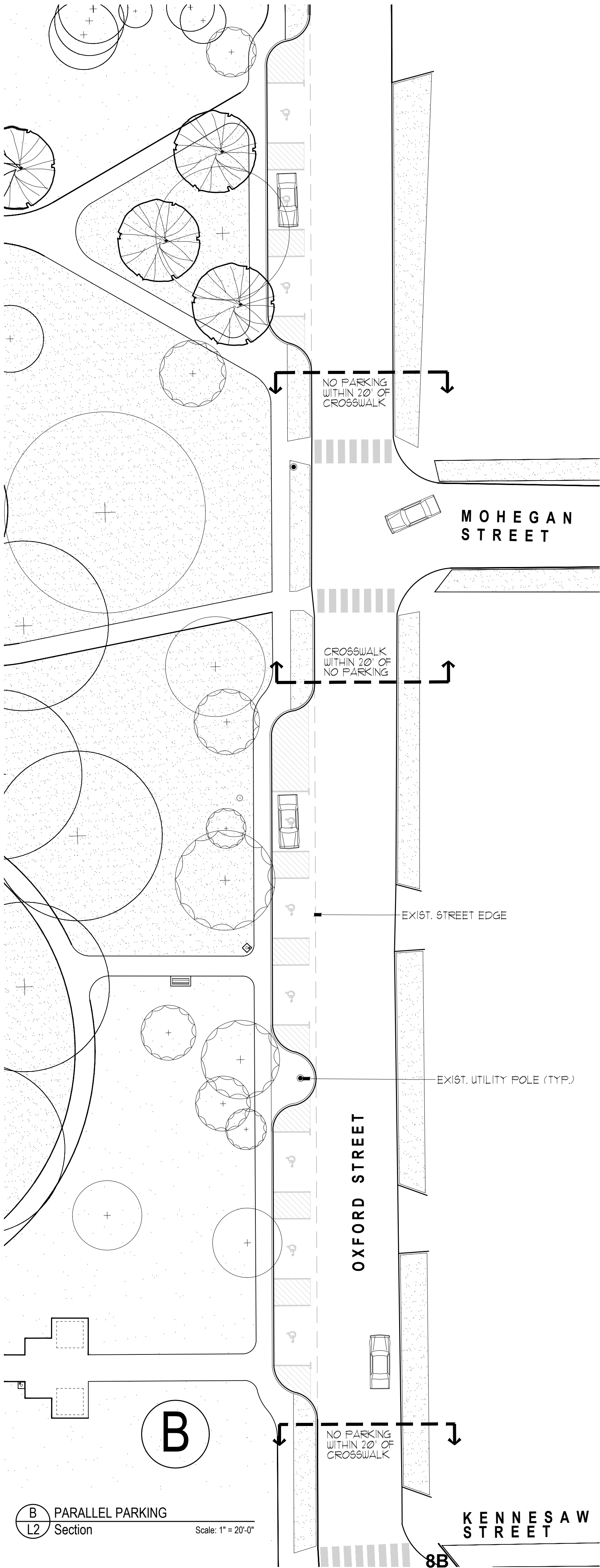
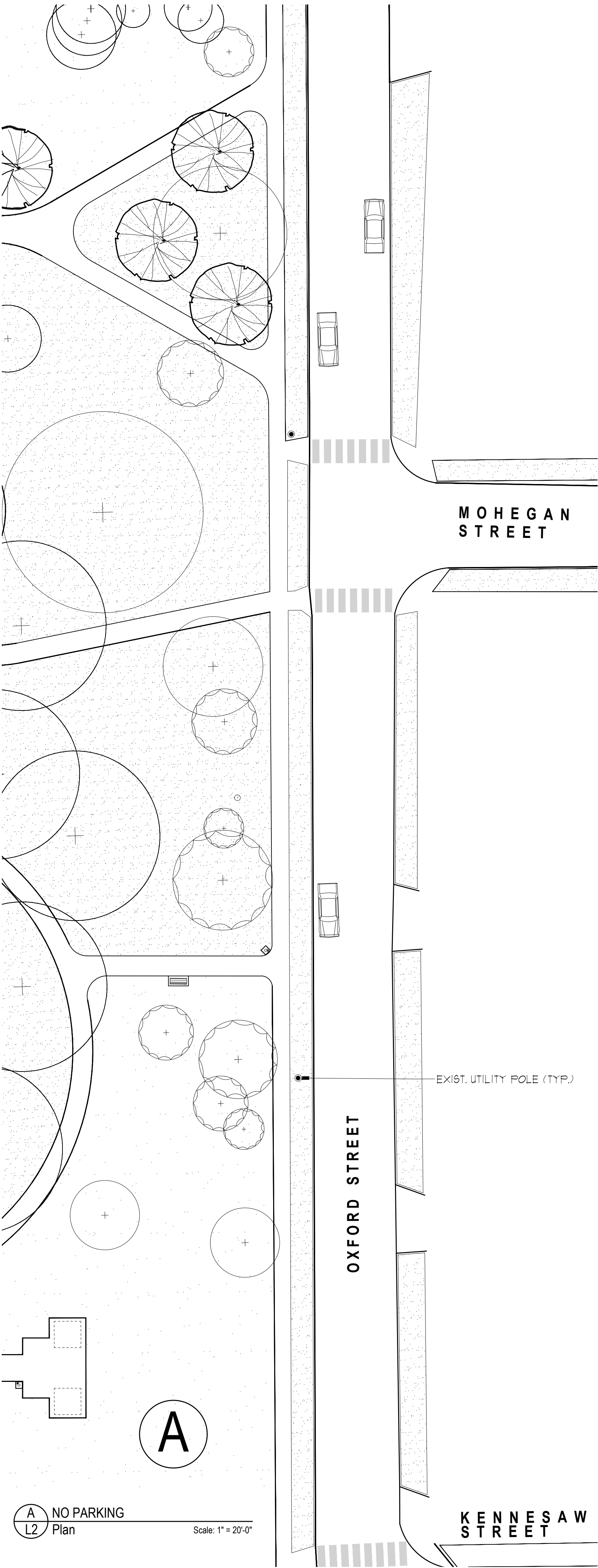
1194652-01-04-03 • 09.22.2025

 Penchura

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THANK
YOU















MEMORANDUM

City Attorney

DATE: November 13, 2025

TO: Jana L. Ecker, City Manager and the City Commission

FROM: Mary M. Kucharek

SUBJECT: Timing of Regular Meetings of the Birmingham City Commission

INTRODUCTION:

The purpose of this Memorandum is to present possible changes to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29 of the Birmingham City Ordinance, to potentially change the timing of regular Birmingham City Commission meetings.

BACKGROUND:

At recent City Commission meetings, it has been suggested that the Commission discuss procedural changes to the regular meetings to be more efficient. This could include shortening the length of regular meetings, adjusting the start time of meetings or considering time allotments for each agenda item. Should such changes be desired, an ordinance amendment is required to change the start time of regular meetings, and changes to the City Commission's Rules of Procedure may be needed.

LEGAL REVIEW:

The time and location of meetings are provided in the Birmingham Code of Ordinances at Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. As this is an ordinance amendment, and not a Charter amendment, the City Commission may simply change the time of meetings by a motion adopting an ordinance amendment.

FISCAL IMPACT:

Having the City Commission meetings earlier in the evening would allow staff the opportunity to simply extend their work day a little bit later, and end the meetings earlier. Therefore, it would be a more efficient use of staff time, and if meetings ended earlier, it would allow the staff the opportunity to be more rested the following day, thereby increasing productivity and efficiency which is then a cost savings to the City.

PUBLIC COMMUNICATIONS:

This agenda item has been posted on the agenda for discussion.

SUMMARY:

The City Commission may desire to change City Commission meetings to start and end earlier in the evening, and/or to change procedural rules to encourage efficiency. City staff would be supportive of an earlier start and end time.

ATTACHMENTS:

- Proposed Amendment to the Ordinance.

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance amendment to Chapter 2 – Administration, Article II. - City Commission, Sec. 2-29. – Time and location of meetings, which will now change regular City Commission meetings to be from _____ p.m. to _____ p.m.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-29 TIME AND LOCATION OF MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-29.
– Time and location of meetings, shall read as follows:

Sec. 2-29. Time and location of meetings.

City commission meetings shall be held in the commission room of ~~city hall~~ City Hall from
_____ p.m. to _____ p.m. ~~at 7:30 p.m.~~, unless another location or time has previously been
designated for a particular meeting and notice provided in accordance with the requirements of
the Open Meetings Act (MCL 15.261 et seq.), as amended.

All other Sections of Chapter 2. –ADMINISTRATION, shall remain unaffected.

Ordained this _____ day of _____, 2025. Effective upon publication.

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 on November 17, 2025, and a summary was published
_____, 2025.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 2 –
ADMINISTRATION, ARTICLE II. – CITY COMMISSION,
SEC. 2-29 TIME AND LOCATION OF MEETINGS**

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 2. Administration, Article II. – City Commission, Sec. 2-29.
– Time and location of meetings, shall read as follows:

Sec. 2-29. Time and location of meetings.

City commission meetings shall be held in the commission room of City Hall from _____
p.m. to _____ p.m., unless another location or time has previously been designated for a
particular meeting and notice provided in accordance with the requirements of the Open Meetings
Act (MCL 15.261 et seq.), as amended.

All other Sections of Chapter 2. –ADMINISTRATION, shall remain unaffected.

Ordained this _____ day of _____, 2025. Effective upon publication.

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 November 17, 2025 and that a summary was published _____,
2025.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Legal Department

DATE: November 11, 2025

TO: Jana Ecker, City Manager

FROM: Tracy Gaudenzi and Mary Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act

INTRODUCTION:

The City Attorney is requesting to meet with the City Commission in closed session pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

BACKGROUND:

Pursuant to MCL § 15.268 Sec. 8(1)(d) of the Open Meetings Act the City Attorney wishes to discuss the possible purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

LEGAL REVIEW:

I am requesting closed session on Monday, November 17, 2025 pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(d).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(d) of the Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."



MEMORANDUM

Legal Department

DATE: November 14, 2025
TO: Jana Ecker, City Manager
FROM: Mary M. Kucharek
SUBJECT: Request for Closed Session Under MCL § 15.268 Sec. 8(1)(h) of the Open Meetings Act

INTRODUCTION:

This matter concerns a written attorney/client privilege communication.

BACKGROUND:

The City Attorney will discuss and answer questions regarding a written attorney/client privilege communication.

LEGAL REVIEW:

I am requesting closed session on Monday, November 17, 2025 pursuant to MCL § 15.268 Sec. 8(h) to discuss a written attorney/client privilege communication.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act (Excerpt) Act 267 of 1976, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(h).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session to discuss a written attorney/client privilege communication pursuant to MCL § 15.268 Sec. 8(h) of the Open Meetings Act.



MEMORANDUM

Legal Department

DATE: November 17, 2025

TO: Jana Ecker, City Manager

FROM: Tracy Gaudenzi and Mary M. Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

INTRODUCTION:

The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act.

BACKGROUND:

Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation for *Paul Wells v City of Birmingham, et al*, U.S. District Court, Eastern District of Michigan, Court Case No. 2:25-cv-13640-TGB-APP.

LEGAL REVIEW:

I am requesting closed session on Monday, November 17, 2025 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Paul Wells v City of Birmingham, et al*, U.S. District Court, Eastern District of Michigan, Court Case No. 2:25-cv-13640-TGB-APP.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(e).

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 *Paul Wells v City of Birmingham, et al*, U.S. District Court, Eastern District of Michigan, Court Case No. 2:25-cv-13640-TGB-APP.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

The Community House

1 message

Kathleen Devereaux <kcdevereaux@yahoo.com>

Thu, Nov 6, 2025 at 8:17 AM

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

Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

To the Birmingham City Commission:

Hon. Mayor and Commissioners,

SELL THE COMMUNITY HOUSE? CAN THEY DO THAT?

On November 3, 2025, the management of the Birmingham Community House (TCH) announced their intention to create a Community Foundation whose mission is to “support established and emerging nonprofit organizations and scholarships for students located within a 10-mile radius of Birmingham.”

(Attachment 1--DOWNTOWN article, Page 1, see below)

Unfortunately, the new Foundation’s mission does not include continuing to operate the Community House premises as a community center, or, well, as anything.

TCH management is winding down the operation of the House and putting it on the market in hopes of attracting an “interested and thoughtful” buyer before it vacates the premises at the end of June, 2026.

A very startling announcement in light of the fact that, as of January 2025, a new management team led by former CEO Camille Jayne had vowed to restore the classes and cultural activities, invite back many of the sponsored groups and otherwise restore the status quo *ante* the outgoing CEO, William Seklar.

On November 2, 2025, the Community House had just wrapped a successful 40th anniversary Our Town Art Show and Sale, an annual event which includes a gala fundraiser. I attended that gala and the show itself. No one I talked to, including many Community House staff members seemed to have any idea that one day following the show’s end, Ms. Jayne would be announcing the dissolution of the Community House Association and the impending sale of the house—which for staffers means the loss of their jobs eight months from now.

WHAT IS/WAS THE ORIGINAL MISSION OF THE COMMUNITY HOUSE?

An examination of the Trust created in 1928 by the original Community House Association, makes it clear that the Community House was founded to act as a community center in Birmingham. The trust was instituted to oversee the activities of the Community House Association, the non-profit entity which runs the Community House to this day.

I obtained a copy of the Deed of Trust dated January 16, 1930, from public records. (see attachment 2, TCH_1930Deed.)

Five trustees were appointed, including Ruth Shain.

Clauses in this deed specify what will happen should the Community House ever cease to function as its founders envisioned:

(Attachment 2, TCH 1930Deed, Page 2, 5.)

Language from page 2, echoed elsewhere in the document, states the donors' and founders' intent.

“WHEREAS it is the desire of the Donors that the said property and the building to be erected thereon and any and all future buildings erected thereon by the Settlor [The Association] shall be used only for the purposes or purposes set forth in its Articles of Association, and that in the event of the dissolution of the said corporation following the abandonment for any reason of the purpose or purposes for which it was formed, then all of the said land and the improvements thereon be quit claimed and conveyed to a charitable, benevolent or educational organization in the said Village of Birmingham, now existing or organized in the future to be selected by the Trustees herein or their duly elected or appointed successors or leased by them for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public...”

[Emphasis added]

Fast forward to 1989, when the successor Trustees petitioned the Oakland County Probate Court to dissolve the trust, assuming, apparently, that the Community House was now safe in the hands of the Association alone.

Probate Judge Barry Grant ordered the trust terminated. **(Attachment 3, Quit Claim Deed of Trust Residue and Order)**

The court ordered the Trust to convey the residue of its legal and equitable interest in the Community House property to the Association.

The conveyance of the Community House property to the Association was expressly subject to the terms of the 1930 Deed of Trust, and here the opinion restates the conditions of the earlier deed, that “upon dissolution of the corporate existence of the Community House Association”...and upon the “abandonment” of the purpose for which it was formed, that the property be quit-claimed either to a charitable, benevolent or educational organization in the City of Birmingham...” “or instead” to “lease the same for nominal rental to the City of Birmingham...to be used by and for a community center for the benefit of the public...” (Attachment 2, pages 4-5.)

A quit claim deed dated April 24, 1990 was executed pursuant to the Probate Court order, also expressly restricted under the terms of the 1930 deed of trust. **(Attachment 3, page 1.)**

By recasting itself as a new foundation, the Community House Association has or will have in effect dissolved itself, activating the deed conditions.

It was clearly the founder's intent that the property and the buildings were an integral part of the mission of the Community House to provide a community center.

Not too long ago, when the City was considering floating a bond to build a new Community Center, the Commission heard from Community House representatives that they feared their brand would be impinged upon. So the Board and management of TCH clearly don't dispute the original founders' definition of the mission.

The existence of the deed restrictions described above would, I believe, prohibit a sale of the premises to a private or commercial entity. Only a charitable, benevolent or educational organization that is suitable to carrying out the original mission would meet the criteria of the deed restrictions. In the alternative, the property must be rented at a “nominal” rate to the City of Birmingham to be used as a Community Center.

I also believe it would run contrary to the founders’ intent to allow TCH to be sold for a profit, e.g. as “partial seed funding” for the new foundation.

I urge the commission to consider and decide what, if any, role the City of Birmingham should play in the disposition of a beloved historic building and premises at the heart of our city, and to do what is necessary to insure that the deed restrictions are enforced.

Sincerely,

Kathleen Devereaux

Birmingham resident since 1979

3 attachments



DOWNTOWN article.docx
122K



TCH_1930Deed.pdf
9164K



Quit Claim Deed of Trust residue and order dissolving TCH trust.pdf
86K

Community House to be replaced by foundation

- :
- 8 hours ago

The Community House in Birmingham this week announced plans to evolve into the Birmingham Area Community Foundation to carry on the original mission of the iconic community group, and the closure and sale of its building on 380 Bates Street in the city effective July 1 of 2026.

In terms of the current building for The Community House, officials said the Early Childhood Center will complete its current session, which concludes in May 2026, and events scheduled now through June 30 of next year will continue. The new owner of the building will take over the facility at that time.

Announcement of the changes for the community institution was made by board President Camille Jayne and Alison Gaudreau, President of The Community House Association, after they met with employees on the morning of Monday, November 2, to explain the changes planned for mid 2026.

Both Jayne and Gaudreau described the community foundation as “an essential step in ensuring the long-term sustainability and viability of The Community House’s contributions to the community and legacy continue.”

Officials explained that the Birmingham Area Community Foundation will support established and emerging nonprofit organizations and scholarships for students located within a 10-mile radius of Birmingham. There will be a particular focus on supporting smaller, midsize and emerging nonprofits that may otherwise be overlooked or underfunded by the existing nonprofit ecosystem, they said.

¹ Monday November 3?

Jayne said there are hundreds of small nonprofits, many of which they polled and the greatest needs expressed by those groups were for mentorship and fundraising, which proved a “real catalyst” in deciding how best to continue with the original mission of The Community House.

“The strength and promise of The Community House has always been rooted in our commitment to make an impact in the community by serving those in need. This new chapter is about expanding and deepening our service to the community in a way that we believe will provide an even more meaningful and growing impact for the surrounding area,” said Camille Jayne, founder of The Jayne Group. “Establishing the Birmingham Area Community Foundation creates a sustainable model to carry on the legacy and intention of The Community House founder Ruth Shain, which was to help those in need.”

“Creating the Birmingham Area Community Foundation is about investing in the future. The nonprofit landscape has changed and this is a model that builds a bridge for the future and addresses a need in the existing local nonprofit community,” said Alison Gaudreau, President of The Community House Association. “Donors to the Birmingham Area Community Foundation will now have a platform to support local initiatives and create a lasting impact.”

Jayne will serve as Chair for the Birmingham Area Community Foundation Board of Trustees. Gaudreau will serve as President of the foundation and she will be joined by Lindsey Eliason as Vice-President for finance, a position she now fills at The Community House.

Jayne conceded that the business model for the century-old organization of The Community House could no longer be sustained in the current environment, saying that “the game really has changed” even prior to the Covid pandemic which presented added challenges and altered how many nonprofits operate now.

The leaders of two noted nonprofits currently working with The Community House have already endorsed the move to the new community foundation – United Community Family Services and Cranbrook Schools Horizons-Upward Bound program.

Jayne said a broker has started working with “interested and thoughtful” potential buyers. Proceeds from sale of the building will be used to retire any debt and to serve as partial seed funding for the community foundation.

The Birmingham Area Community Foundation will host a series of discussions at The Community House to expand on plans for the new foundation on the following dates: Wednesday, December 10, from 1-2:30 p.m.; Wednesday, December 10, from 5:30-7 p.m.; and Thursday, December 11, from 8:30-10 a.m. Registration is required at <http://weblink.donorperfect.com/communitytalks>.

To learn more about the Birmingham Area Community Foundation, visit bacommunityfoundation.org.

- [municipal](#)
- [breaking news](#)

LIBER 761
DEED OF TRUST

380

THIS AGREEMENT, made the 16th day of January,
A. D. 1930, between the BIRMINGHAM COMMUNITY HOUSE ASSOCIATION, a
corporation organized and existing under and by virtue of Section
II, Chapter 1, Part 1 of Act No. 84, of the Public Acts of Michigan
for 1921, and having its place of business in the Village of
Birmingham, Oakland County, Michigan (herein called the "Settlor"),
and ROLLA J. CORYELL, CLARENCE VLIET, RUTH SHAIN, CHARLES^B RANDALL
and HENRY HART, all of the said Village of Birmingham (herein
called the "Trustees")

WITNESSETH:

WHEREAS the Settlor was duly incorporated according to
law for the following purpose or purposes:

"To encourage, engage in and carry on social,
philanthropic, and civic activities among and
for the residents of the Village of Birmingham,
Michigan, and to provide and maintain a center
therefor by acquiring, leasing, purchasing, im-
proving and maintaining adequate real and per-
sonal property;"

and

WHEREAS the said corporation is the owner and is in pos-
session of the following described property:

"Lots 94, 95, 96, Merrill Plat, Village of
Birmingham, Oakland County, Michigan,"

and

WHEREAS the said corporation is to be financed by the
public and private solicitation of funds or donations from and by
the residents of the said Village of Birmingham, and adjacent
vicinities, but confined within the County of Oakland; and

WHEREAS the qualifications required of officers and
members are the subscriptions of \$1.00 or more to the work of the
said Settlor; and

WHEREAS the Settlor has by the regular action of its
membership voted to erect a suitable building on the above describ-
ed property and the cost thereof to be financed and paid from past
and future public and private solicitation of funds or donations, and

WHEREAS it is the desire of the Donors that the said property and the building to be erected thereon and any and all future buildings erected thereon by the Settlor shall be used only for the purpose or purposes set forth in its Articles of Association, and that in the event of the dissolution of the said corporation following the abandonment for any reason of the purpose or purposes for which it was formed, then all of the said land and the improvements thereon be quit claimed and conveyed to a charitable, benevolent and educational organization in the said Village of Birmingham, now existing or organized in the future to be selected by the Trustees herein or their duly elected or appointed successors or leased by them for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public, and

WHEREAS in pursuance of the foregoing the Settlor did, on the 7th day of May, 1928, by the unanimous vote of its Board of Directors, create a board of five trustees, to consist of (1) A member of the Birmingham Public Library Board; (2) A member of the Birmingham School Board (known as School District No. 1 Fractional Bloomfield); (3) A member of the Birmingham Community House Executive Board; (4) An officer of the Detroit and Security Trust Company; and (5) An officer of a bank or trust company located in Birmingham, the said board to have a perpetual existence and its personnel to be appointed in the manner set forth in the said resolution, the following being a true copy of the said resolution:

WHEREAS the campaign for funds now in progress and the financing, construction, equipping and managing of the new Community House offer matters of policy respecting which it is the purpose of the Association to, at all times, protect the property and assets and promote the objects of the Association and perpetually safeguard the supporting and contributing community;

BE IT THEREFORE RESOLVED:

1. That there is hereby created a Board of five Trustees, consisting of a member of the Birmingham Public Library Board, a member of the Birmingham School Board, a member of the Birmingham Community House Board, an officer of the Detroit and Security Trust Company, and an officer of a Birmingham Bank or Trust Company, the first three of whom shall be appointed for three years terms by their respective Boards at such times after the first year as to require an appointment each year for a three year term, and the remaining two of whom

shall be selected and appointed by the said first three; that such Board of Trustees shall have a perpetual existence and no transfer, assignment, conveyance, mortgage or other instrument respecting the real and personal property of the Association shall be valid unless first approved in writing by the said Board of Trustees and a certificate of such approval signed by the Secretary and attested by the President of said Board of Trustees is attached to and made a part of any and all such instruments.

2. That in the event of the dissolution of this Association following the abandonment for any reason of the purpose or purposes for which it was formed as described and named in the Articles of Incorporation and in the by-laws of the Association, then all of its assets of every kind and nature shall, through the said Board of Trustees, be quit claimed and conveyed to whatever charitable and benevolent or educational organization the said Board may by a four-fifths vote select, forever, subject to the payment of all debts and the liquidation of all liabilities.

3. That the said Board of Trustees are hereby directed to organize formally, within thirty days of their appointment, elect officers, adopt by-laws and keep complete and accurate records of all their doings as trustees, whether formally or informally performed.

4. That this Association may delegate further powers and other duties to the said Board of Trustees, but shall not take from them any of the powers and duties herein created.

WHEREAS in pursuance of the foregoing resolution, the Trustees herein were duly appointed and qualified and their successors in the trust shall be duly appointed and qualified; and

WHEREAS by subsequent resolutions regularly adopted by the Settlor, the foregoing resolution was amended or superseded in part, restricting the grantee chosen by the Trustees to a charitable, benevolent or educational organization in the said Village of Birmingham and furthermore authorizing and empowering the Trustees by a four-fifths vote to lease the property of the Settlor for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public; and

WHEREAS all of the property of the Settlor now owned or hereafter acquired by purchase, exchange, gift, endowment or otherwise, shall be subject to the same rights, powers and duties of the Trustees and their successors as herein provided respecting the parcels of property herein described; and

WHEREAS the Settlor did at its last annual meeting authorize, empower and direct the Board of Directors to adopt and approve of the terms of such trust and any instruments made in pur-

suance thereof and this deed of trust having subsequently been approved by the said Board of Directors at a meeting specially called and held for that purpose; and

WHEREAS the Settlor desires to establish a trust upon the conditions and for the uses and purposes herein set forth;

NOW, THEREFORE; that in consideration of the sum of One (\$1.00) Dollar to each of the said Trustees in hand paid by the Settlor, the receipt whereof is hereby acknowledged by each of them, and in further consideration of the trust herein contained, the Settlor does by these presents grant, bargain, sell, remise, release and forever quit claim unto the said Rolla J. Coryell, Clarence Vliet, Ruth Shain, Charles Randall and Henry Hart, and to their successors and assigns, FOREVER, All those certain pieces or parcels of land situated in the Village of Birmingham in the County of Oakland and State of Michigan, known and described as follows:

Lots 94, 95 and 96
Merrill Flat;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same to them and to their successors in the trust and assigns, FOREVER;

IN TRUST, NEVERTHELESS, and to have for the uses, interest and purposes herein described and declared, that is to say:

1. To execute such mortgage or mortgages as the Settlor may secure for paying the cost of any and all buildings erected thereon or for paying the cost of rebuilding the same or building or rebuilding branches or annexes on other locations and for paying on the cost of additions thereto or the cost of major repairs thereon, provided the said Trustees by a four-fifths vote concur in the terms and conditions of such mortgage or mortgages.

2. To execute, acknowledge and deliver a good and sufficient deed of conveyance in pursuance of a resolution by the Settlor authorizing and directing the same for the purpose of erecting, in the pursuance of its purposes, a suitable building on another location, provided the said Trustees by a four-fifth vote

concur in the advisability thereof.

3. To protect the Donors by the use of all reasonable, proper and lawful means against permissive, voluntary, equitable or other waste of the property by the Settlor, its directors, officers, lessees' agents, lessees and licenses, and in such event to take over and assume the control and management thereof as Trustees with the powers herein provided.

4. That in the event of the dissolution of the corporate existence of the Settlor following the abandonment for any reason of the purpose or purposes for which it was formed, then to quit claim and convey the said land and all of the improvements thereon to such charitable, benevolent or educational organization in the said Village of Birmingham or its successor municipality as the said Trustees herein or their elected or appointed successors may by a four-fifths vote determine upon, subject to the payment of all debts and the liquidation of all liabilities or instead thereof and by like four-fifths vote to lease the same for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public, and to otherwise carry into effect all other provisions herein contained.

The Trustees, by joining in the execution of this instrument, hereby accept the said trust and covenant that they will execute the same with all due fidelity; it being understood, however, that the said Trustees and their successors in the trust shall not be held liable or accountable for any mere error of judgment in the execution of the said trust.

That the Trustees or any of their successors in the trust may at any time resign the said trust; that the resignation or death of a trustee or termination of his term of office shall forthwith be filled by a successor according to the method provided in the aforesaid resolution of the Settlor.

IN WITNESS WHEREOF the said Birmingham Community House Association has caused these presents to be signed in its name by

its Vice-President and its Secretary, and sealed with its Corporate Seal, on the day and year first above written.

BIRMINGHAM COMMUNITY HOUSE ASSOCIATION

By Lulu A. W. Wilson
Vice President

By Cecil W. Hahn
Secretary

STATE OF MICHIGAN)

COUNTY OF WAYNE)

SS

On this 16th day of January, A. D.,

for me, a Notary Public in and for said County, appeared

Lulu A. W. Wilson and Cecil W. Hahn

to me personally known, who being by me duly sworn did each for herself say that they are respectively the Vice-President and Secretary of the Birmingham Community House Association, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Lulu A. W. Wilson and Cecil W. Hahn acknowledge said instrument to be the free act and deed of said corporation.

John D. [Signature]
Notary Public, Wayne County, Michigan.

My commission expires Sept 3 1933

WE, the undersigned, do hereby accept the trust set forth in the foregoing instrument.

Ballie J. Concell

X Harry Hart

Clarence Thiet

Paul [Signature]

Ruth Shain

2-10

129837

BIRMINGHAM COMMUNITY HOUSE
ASSOCIATION

TO

ROILA J. CORYELL, (C) RENCE
VILET, RUTH SHAIN, CHARLES
RANDALL AND HENRY ELERT

Trustees

DEED OF TRUST

Original

Register's Office
Oakland County

JAN 30 1930 10:35 AM

761

of 1930-1931

JOHN E. MARTZ
219 Dime Bank Bldg.

11349661

061738

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That THOMAS F. SWEENEY, SHELLEY D. ROBERTS and GEOFFREY L. HOCKMAN, as the remaining Trustees of the Trust of the Birmingham Community House Association created on May 7, 1928 by Resolution of the Board of Directors of said Association (hereinafter the "Trust"), whose address is 380 South Bates Street, Birmingham, Michigan 48009, pursuant to and in accordance with the Order entered on August 2, 1989 in the matter entitled In Re Trust of the Birmingham Community House Association Inter Vivos Trust (Oakland County Probate Court File No. 89-198, 645-TII), a certified copy of which Order is attached hereto and recorded herewith, QUIT CLAIM to THE COMMUNITY HOUSE ASSOCIATION, BIRMINGHAM, MICHIGAN (f/k/a Birmingham Community House Association), a Michigan nonprofit corporation, whose address is 380 South Bates Street, Birmingham, Michigan 48009, all of the Trust's legal and equitable interest in the following described premises situated in the City of Birmingham, County of Oakland and State of Michigan:

- (a) Lots 94, 95, 96, 85, 86, 87, 88, 89 and 90 of "Merrill's Plat", as recorded in Liber 3 of Plats, Page 3, Oakland County Records.

Together with any and all other real and personal property and assets of the Trust, wherever located, and Subject To the terms and conditions of the Order attached hereto and all covenants, conditions, easements and restrictions of record including, but not limited to, the Deed of Trust dated January 16, 1930 and recorded in Liber 761, Pages 380 through 385, inclusive, Oakland County Records.

242 REE NEEDS PAID
0001 APR 25 1990 04:52PM
1422 DEEDS 1300

For the sum of NO CONSIDERATION.

This instrument is exempt from transfer tax pursuant to MCLA 207.505(a).

Dated this 24th day of April, 1990.

Witnesses:

Robert R. Maxwell
Robert R. Maxwell

Katherine A. St. Pierre
Katherine A. St. Pierre

Signed and Sealed by:

Thomas F. Sweeney
Thomas F. Sweeney, Trustee

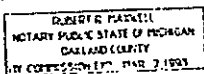
Shelley D. Roberts
Shelley D. Roberts, Trustee

Geoffrey L. Hockman
Geoffrey L. Hockman, Trustee

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

C.K. — LM

The foregoing instrument was acknowledged before me this 24th day of April, 1990 by Thomas F. Sweeney, Shelley D. Roberts and Geoffrey L. Hockman, as remaining Trustees of the Trust of The Birmingham Community House Association created on May 7, 1928, and not individually.



Robert R. Maxwell
Robert R. Maxwell

Notary Public

Oakland County, Michigan

My Commission expires: 5/2/93

DRAFTED BY AND
WHEN RECORDED RETURN TO:

Robert R. Maxwell
Houghton, Potter, Sweeney & Blanner
3360 Guardian Building

10A

TAX PARCEL NUMBERS:

19-36-132-001
19-36-132-002
19-36-132-003
19-36-132-004

113498662

STATE OF MICHIGAN
IN THE OAKLAND COUNTY PROBATE COURT

In Re

TRUST OF THE BIRMINGHAM COMMUNITY
HOUSE ASSOCIATION, *Inter Vivos Trust*

#89-198645-II

ORDER TERMINATING THE TRUST
OF THE BIRMINGHAM COMMUNITY HOUSE
ASSOCIATION AND DISTRIBUTING ITS
ASSETS TO THE COMMUNITY HOUSE
ASSOCIATION, BIRMINGHAM, MICHIGAN,
A MICHIGAN NONPROFIT CORPORATION

At a session of said Court, held in
the Oakland County Courthouse located
in the City of Pontiac, County of
Oakland, State of Michigan on
August 2, 1987

PRESENT: HON. BARRY M. GRANT
Probate Court Judge

The Petition to Terminate the Trust of the Birmingham
Community House Association and to distribute its assets to The
Community House Association, Birmingham, Michigan, a Michigan
nonprofit corporation, with attached exhibits and Memorandum of
Law having been filed herein by The Community House Association,
Birmingham, Michigan and by Thomas F. Sweeney, Shelley D.
Roberts and Geoffrey L. Hockman, the three presently appointed
and acting members of the five member Board of Trustees of the
Trust of the Birmingham Community House Association, and

FILED Aug 3, A.D. 1987
Kathleen A. Thomas
Clerk of Probate

I certify that I have compared the foregoing
with the contents of the original and the
original returned to the Court and find that
the same are correct and true to the
original as presented.

Noted and filed for the Court.
By Kathleen A. Thomas
Clerk of Probate
By Barry M. Grant
Probate Judge

Houghton Potter,
Talley & Rainey
Attorneys & Counselors
Professional Corporation
One American Building
Detroit, Michigan 48226
313/964-6470

The consent of the Michigan Attorney General to the requested relief having been filed herein, and the Court being fully advised in the premises,

The Court hereby determines as follows:

1. The Trust of The Birmingham Community House Association has become dormant and inactive, its activation would be wasteful of available resources, and the purpose of the trust has become impossible, impractical and inexpedient to carry out so that another charitable entity carrying out the same purpose should be substituted in its place.

2. The purpose of the settlor in establishing the trust can be best carried out by The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation, which is the sole beneficiary of the Trust of the Birmingham Community House Association and presently is subject to the registration and annual report requirements of the Michigan Attorney General, and presently is qualified as a 501(c)(3) charity under the Internal Revenue Code and has effectively acted as the owner of the real estate held by the trust for nearly 60 years.

Now, Therefore, It Is Hereby Ordered As Follows:

1. That the Trust of the Birmingham Community House Association created on May 7, 1928 be terminated effective immediately and that after conveying title to the trust assets to The Community House Association, Birmingham, Michigan, the

HUGHSTON, POTTER,
KEENEY & BREYNER
ATTORNEYS & COUNSELLORS
PROFESSIONAL CORPORATION
1000 WOODWARD AVENUE
STRAIT, MICHIGAN 48226
1978 06/24/80

now acting Trustees thereof be discharged of any further responsibility in connection with said Trust.

2. That the remaining Trustees of the Trust of the Birmingham Community House Association transfer all of the Trust's legal and equitable interest in Lots 94, 95, 96, 85, 86, 87, 88, 89 and 90 of Merrill's Plat, Birmingham, Oakland County, to The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation.

3. That The Community House Association, Birmingham, Michigan, hold said premises in accordance with the terms and conditions of the Deed of Trust dated January 16, 1970 and recorded in Liber 761, Pages 320 - 385, Oakland County Records, including the condition that in the event of the dissolution of the corporate existence of The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation, following the abandonment for any reason of the purpose or purposes for which it was formed, then to quit claim and convey the said land and all of the improvements thereon to such charitable, benevolent or educational organization in the City of Birmingham, or its successor municipality, as the Board of Directors of the Community House Association, Birmingham, Michigan, may by a four-fifths vote determined upon, subject to the payment of all debts and the liquidation of all liabilities or instead thereof and by like four-fifths to vote to lease the same for nominal rental to the City of Birmingham or its

JOHNSON, POTTER,
WELNET & SPENNER
ATTORNEYS AT LAW
BIRMINGHAM, ALABAMA
1000 CHURCH STREET
BIRMINGHAM, ALABAMA 35203
(205) 664-3333

11349665

successor municipality to be used by and for a community center
for the benefit of the public and to otherwise carry into
effect all of the provisions of said Deed of Trust.

August 2, 1989
DATE ONE YEAR IN ORDER

Barry M. Grant

PROBATE COURT JUDGE

BARRY M. GRANT

EDUCATION, POSTER,
WEINER & BRENNER
ATTORNEYS & COUNSELLORS
HOLLYWOOD, CALIFORNIA
2100 GLENVIEW BUILDING
HOLLYWOOD, CALIFORNIA 91606
(312) 464-0050

- 4 -

November 6, 2025

Birmingham City Commission

As a 40 year resident of Birmingham I wish to convey my confidence in **Mr Filip Skelaj** in his petition for a liquor license.

I first met Filip when he opened his restaurant Teauta on Maple Rd in March of this year. From that moment forward I have been impressed with his hard work, craftsmanship and pleasing manner.

He is a strong family member, supports his church and has taken great pains to maintain his restaurant in excellent condition.

I have every confidence that he will be a good steward of a liquor license, and will continue to be a good business citizen for Birmingham.

Sincerely,
Thomas R. Norman
1314 Pilgrim Ave.



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, December 15, 2025 the Birmingham City Commission intends to appoint the following positions to the Advisory Parking Committee:

- Two alternate members to serve the remainder of three-year terms expiring September 1, 2026

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, December 10, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Committee Duties

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

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
The majority of the members shall be residents and membership shall be as follows: 7 Regular Members: 2 - Retail 1 – Professional Firm Member 1 – BSD Member 1 – Residential Shopper 2 - Residents 2 Alternate Members - may be appointed who own property, own a business or work in the former parking assessment district.	12/10/2025	12/15/2025

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



MEMORANDUM

FINANCE

DATE: November 10, 2025
TO: Jana L. Ecker, City Manager
FROM: Mary J. Chavez, Finance Director, Treasurer
SUBJECT: 1st 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 is the first 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 September 30th, 25% of the fiscal year is over. However, some revenues and expenditures are not received/spent on a prorated amount every quarterly. To the extent that the percentage of budget is materially different than the 25%, this will be noted in the discussion.

General Fund

Revenues are approximately \$4.9M higher than the previous year as a result of an increase in tax revenue of approximately \$5.1M, a decrease of \$.3M in licenses and permits, and an increase in interest and rent of approximately \$.1M. Taxes increased as a result of increase in taxable value. Revenue from licenses and permit sales decreased from prior year due to slower building activity and fewer large scale permits being issued. The increase in interest and rent is largely the result of higher interest rates.

State grant revenue is 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 \$.5M, or 5%. Most of the difference is the result of an increase in Recreation and Culture of \$.2M, decrease in Judicial of \$.5M and a decrease in Public Works of \$.3M. The increase in Recreation and Culture is the result of maintenance costs associated with Quarry Lake. The decrease in Judicial is the result of timing

of payments to the 48th District Court. The decrease in Public Works is primarily related to reduced streetlight costs and sidewalk and alley improvements.

September 30

	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	\$38,771,152	100%	\$33,767,930	\$33,673,976	100%
SPECIAL ASSESSMENTS	\$731,890	\$27,697	4%	\$606,290	\$10,932	2%
LICENSES & PERMITS	\$2,721,350	\$1,024,404	38%	\$2,787,530	\$1,330,373	48%
FEDERAL GRANTS	\$356,500	\$3,835	1%	\$139,000	\$42,113	30%
STATE GRANTS	\$2,881,500	\$50,736	2%	\$3,100,300	\$60,393	2%
LOCAL CONTRIBUTIONS	\$139,000	\$37,734	27%	\$143,790	\$35,359	25%
CHARGES FOR SERVICES	\$4,117,890	\$813,149	20%	\$3,587,440	\$798,288	22%
INTEREST & RENT	\$1,825,300	\$563,294	31%	\$1,366,500	\$478,852	35%
FINES & FORFEITURES	\$2,075,020	\$443,653	21%	\$1,765,000	\$402,563	23%
OTHER REVENUE	\$59,250	\$17,971	30%	\$50,600	\$5,957	12%
OTHER FINANCING SOURCES	\$100,000	\$25,000	25%	\$100,000	\$25,000	25%
USE OF FUND BALANCE	\$1,540,810	—	0%	\$2,999,520	—	0%
REVENUES TOTAL	\$55,402,250	\$41,778,626	75%	\$50,413,900	\$36,863,807	73%
EXPENDITURES						
GENERAL GOVERNMENT	\$7,787,319	\$1,235,874	16%	\$6,974,379	\$1,304,826	19%
JUDICIAL	\$2,113,940	\$484,249	23%	\$1,901,460	\$932,962	49%
PUBLIC SAFETY	\$21,658,227	\$4,580,504	21%	\$21,760,443	\$4,506,518	21%
PUBLIC WORKS	\$6,705,827	\$1,019,985	15%	\$6,656,882	\$1,348,461	20%
HEALTH AND WELFARE	\$615,570	\$101,157	16%	\$1,298,840	\$59,907	5%
COMMUNITY AND ECONOMIC DEVELOPMENT	\$1,355,190	\$149,253	11%	\$937,762	\$142,208	15%
RECREATION AND CULTURE	\$3,994,187	\$809,626	20%	\$4,202,214	\$647,310	15%
TRANSFERS OUT AND OTHER FINANCING USES	\$11,171,990	\$2,792,998	25%	\$6,681,920	\$1,667,980	25%
EXPENDITURES TOTAL	\$55,402,250	\$11,173,647	20%	\$50,413,900	\$10,610,171	21%

Greenwood Cemetery Perpetual Care Fund

Cemetery perpetual care revenue has decreased slightly from prior year due to a decrease in lot sales. No expenditures have been budgeted for this fiscal year.

September 30

	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	\$30,000	75%	\$40,000	\$39,930	100%
INTEREST & RENT	\$43,000	\$12,567	29%	\$35,500	\$10,467	29%
OTHER FINANCING SOURCES	\$0	—	—	\$0	—	—
USE OF FUND BALANCE	-\$83,000	—	0%	-\$75,500	—	0%
REVENUES TOTAL	\$0	\$42,567	—	\$0	\$50,397	—
EXPENDITURES						
PUBLIC WORKS	\$0	—	—	\$0	—	—

BUDGET		YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
FY2026		FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
EXPENDITURES TOTAL	\$0	–	–	\$0	–	–

Major Street Fund

Total revenues are higher than the previous year by approximately \$1.2M as a result of increase in funding from the General Fund. State funding is at 11% of budget as a result of the timing of payments from the State.

Overall expenditures are \$1.3M higher than the previous year as a result of higher construction and traffic control costs. Overall, expenditures are at 14% of budget as a result of the timing of construction and maintenance of streets.

September 30

	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	\$358,883	11%	\$2,567,880	\$187,208	7%
LOCAL CONTRIBUTIONS	\$73,358	–	0%	\$72,250	–	0%
CHARGES FOR SERVICES	\$0	\$19,429	–	\$0	\$15,000	–
INTEREST & RENT	\$56,300	\$72,498	129%	\$72,000	\$64,261	89%
OTHER REVENUE	\$0	–	–	\$0	–	–
OTHER FINANCING SOURCES	\$6,000,000	\$1,500,000	25%	\$1,750,000	\$437,500	25%
USE OF FUND BALANCE	\$3,017,951	–	0%	\$5,937,386	–	0%
REVENUES TOTAL	\$12,564,349	\$1,950,810	16%	\$10,399,516	\$703,969	7%
EXPENDITURES						
PUBLIC WORKS						
FINANCE DEPARTMENT	\$23,070	\$5,670	25%	\$21,410	\$5,420	25%
TRAFFIC CONTROLS	\$1,988,882	\$439,866	22%	\$1,967,852	\$15,820	1%
TRAFFIC ENGINEERING	\$45,580	\$7,445	16%	\$44,630	\$7,307	16%
CONSTRUCTION	\$8,941,460	\$1,099,840	12%	\$6,947,180	\$251,420	4%
BRIDGE MAINTENANCE	\$100,000	\$0	0%	\$110,000	–	0%
STREET MAINTENANCE	\$340,262	\$57,443	17%	\$400,035	\$25,697	6%
STREET CLEANING	\$245,710	\$33,614	14%	\$210,180	\$27,729	13%
STREET TREES	\$613,805	\$123,296	20%	\$462,130	\$111,212	24%
SNOW AND ICE CONTROL	\$183,580	\$8,333	5%	\$156,100	\$10,961	7%
HIGHWAYS & STREETS	\$82,000	\$12,664	15%	\$80,000	\$20,734	26%
PUBLIC WORKS TOTAL	\$12,564,349	\$1,788,170	14%	\$10,399,516	\$476,301	5%
TRANSFERS OUT AND OTHER FINANCING USES	\$0	–	–	\$0	–	–
EXPENDITURES TOTAL	\$12,564,349	\$1,788,170	14%	\$10,399,516	\$476,301	5%

Local Street Fund

Total revenues for the year are approximately \$.1M lower than the previous year as a result of lower transfers from the General Fund.

Expenditures are approximately the same as the prior fiscal year.

September 30

	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	\$36,416	4%	\$537,160	\$42,315	8%
FEDERAL GRANTS	\$0	–	–	\$0	–	–
STATE GRANTS	\$813,400	\$144,542	18%	\$780,300	\$75,376	10%
LOCAL CONTRIBUTIONS	\$0	–	–	\$0	–	–
CHARGES FOR SERVICES	\$0	\$58,286	–	\$0	\$45,000	–
INTEREST & RENT	\$20,880	\$52,122	250%	\$114,100	\$52,746	46%
OTHER REVENUE	\$5,000	\$2,484	50%	\$5,000	–	0%
OTHER FINANCING SOURCES	\$4,013,000	\$1,003,250	25%	\$4,750,000	\$1,187,500	25%
USE OF FUND BALANCE	\$2,342,565	–	0%	\$3,870,741	–	0%
REVENUES TOTAL	\$8,078,795	\$1,297,100	16%	\$10,057,301	\$1,402,937	14%
EXPENDITURES						
PUBLIC WORKS						
FINANCE DEPARTMENT	\$32,610	\$8,055	25%	\$29,350	\$7,342	25%
TRAFFIC CONTROLS	\$34,580	\$7,549	22%	\$34,550	\$7,688	22%
TRAFFIC ENGINEERING	\$47,180	\$11,800	25%	\$46,230	\$10,157	22%
CONSTRUCTION	\$5,643,440	\$612,920	11%	\$7,813,742	\$691,371	9%
BRIDGE MAINTENANCE	\$67,000	–	0%	\$80,000	–	0%
STREET MAINTENANCE	\$498,410	\$119,079	24%	\$534,979	\$90,006	17%
STREET CLEANING	\$367,160	\$98,385	27%	\$324,140	\$71,478	22%
STREET TREES	\$1,210,215	\$277,297	23%	\$1,038,969	\$296,301	29%
SNOW AND ICE CONTROL	\$146,200	\$7,967	5%	\$125,340	\$10,159	8%
HIGHWAYS & STREETS	\$32,000	\$4,221	13%	\$30,000	\$6,911	23%
PUBLIC WORKS TOTAL	\$8,078,795	\$1,147,273	14%	\$10,057,301	\$1,191,414	12%
EXPENDITURES TOTAL	\$8,078,795	\$1,147,273	14%	\$10,057,301	\$1,191,414	12%

Solid Waste Fund

Revenues are approximately the same as prior fiscal year.

Expenditures are 90K higher than prior year due to the timing of payments to SOCCRA.

September 30

	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	\$2,423,854	100%	\$2,338,490	\$2,341,482	100%
STATE GRANTS	\$5,000	–	0%	\$5,000	–	0%
CHARGES FOR SERVICES	\$0	\$480		\$0	\$480	–

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
INTEREST & RENT	\$64,700	\$23,439	36%	\$60,000	\$20,983	35%
OTHER REVENUE	\$0	—	—	\$0	—	—
USE OF FUND BALANCE	\$4	—	0%	\$3	—	0%
REVENUES TOTAL	\$2,488,694	\$2,447,773	98%	\$2,403,493	\$2,362,945	98%
EXPENDITURES						
PUBLIC WORKS	\$2,488,694	\$451,515	18%	\$2,403,493	\$360,713	15%
EXPENDITURES TOTAL	\$2,488,694	\$451,515	18%	\$2,403,493	\$360,713	15%

Senior Services Fund

On November 7, 2023, the City of Birmingham voters approved to collect .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.

September 30

	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	\$1,187,965	100%	\$1,136,250	\$1,127,787	99%
STATE GRANTS	\$0	—	—	\$0	—	—
INTEREST & RENT	\$70,000	\$19,849	28%	\$28,000	\$6,710	24%
USE OF FUND BALANCE	-\$1,258,560	—	0%	-\$1,164,250	—	0%
REVENUES TOTAL	\$0	\$1,207,814	—	\$0	\$1,134,497	—
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 is budgeted to be paid this fiscal year. Payment will be issued in second quarter.

September 30

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						

	BUDGET	YTD ACTUAL	BUDGET - PRIOR YR		YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
TAXES	\$284,760	\$294,451	103%	\$580,670	\$580,969	100%
STATE GRANTS	\$0	—	—	\$0	—	—
CHARGES FOR SERVICES	\$0	—	—	\$0	—	—
INTEREST & RENT	\$4,000	\$4,301	108%	\$4,000	\$3,329	83%
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	\$298,753	101%	\$590,670	\$584,299	99%
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	\$294,760	—	0%	\$590,670	—	0%
EXPENDITURES TOTAL	\$294,760	—	0%	\$590,670	—	0%

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.

September 30

	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	\$221	37%	\$600	\$205	34%
OTHER REVENUE	\$0	—	—	\$0	—	—
OTHER FINANCING SOURCES	\$0	—	—	\$0	—	—
USE OF FUND BALANCE	-\$600	—	0%	-\$600	—	0%
REVENUES TOTAL	\$0	\$221	—	\$0	\$205	—
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	\$0	—	—	\$0	—	—
EXPENDITURES TOTAL	\$0	—	—	\$0	—	—

Indigent Defense Fund

Revenue and expenditures are approximately the same as the prior fiscal year.

September 30

	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	\$115,992	24%
LOCAL CONTRIBUTIONS	\$17,600	—	0%	\$17,600	—	0%
INTEREST & RENT	\$7,600	\$4,303	57%	\$7,600	\$3,395	45%
USE OF FUND BALANCE	\$0	—	—	\$0	—	—
REVENUES TOTAL	\$514,700	\$191,322	37%	\$514,700	\$119,386	23%

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
EXPENDITURES						
HEALTH AND WELFARE	\$514,700	\$98,175	19%	\$514,700	\$119,386	23%
EXPENDITURES TOTAL	\$514,700	\$98,175	19%	\$514,700	\$119,386	23%

Law and Drug Enforcement Fund

Revenues are dependent on receipt of forfeited property proceeds as a result of prosecution of drug cases.

September 30

	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	\$3,358	56%	\$6,000	\$3,275	55%
FINES & FORFEITURES	\$25,000	\$4,634	19%	\$25,000	–	0%
OTHER REVENUE	\$0	–	–	\$0	–	–
USE OF FUND BALANCE	-\$18,500	–	0%	\$1,900	–	0%
REVENUES TOTAL	\$12,500	\$7,992	64%	\$32,900	\$3,275	10%
EXPENDITURES						
PUBLIC SAFETY	\$12,500	\$2,148	17%	\$32,900	\$1,491	5%
EXPENDITURES TOTAL	\$12,500	\$2,148	17%	\$32,900	\$1,491	5%

Principal Shopping District

Revenues are 58K higher than the prior year as a result of timing difference of receipts from sponsorships. Special assessments are normally billed in December or January.

September 30

	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	\$10,748	1%	\$1,202,710	\$12,196	1%
FEDERAL GRANTS	\$0	–	–	\$0	–	–
LOCAL CONTRIBUTIONS	\$0	–	–	\$0	–	–
CHARGES FOR SERVICES	\$25,000	–	0%	\$25,000	–	0%
INTEREST & RENT	\$46,900	\$18,109	39%	\$36,000	\$14,729	41%
OTHER REVENUE	\$230,000	\$89,873	39%	\$230,000	\$31,526	14%
OTHER FINANCING SOURCES	\$0	–	–	\$0	–	–
USE OF FUND BALANCE	\$123,770	–	0%	\$62,619	–	0%
REVENUES TOTAL	\$1,679,740	\$118,730	7%	\$1,556,329	\$58,452	4%
EXPENDITURES						
COMMUNITY AND ECONOMIC DEVELOPMENT	\$1,679,740	\$300,144	18%	\$1,556,329	\$239,731	15%
EXPENDITURES TOTAL	\$1,679,740	\$300,144	18%	\$1,556,329	\$239,731	15%

Baldwin Public Library Fund

Revenue has decreased approximately \$.1M. This is the result of a timing difference of receipts from contracted municipalities. Property tax revenue has increased \$.2M from prior year.

Expenditures are approximately the same as last year.

September 30

	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	\$4,680,470	100%	\$4,482,490	\$4,491,824	100%
FEDERAL GRANTS	\$0	\$1,800	–	\$0	–	–
STATE GRANTS	\$45,000	\$0	0%	\$45,000	\$0	0%
LOCAL CONTRIBUTIONS	\$1,167,400	\$195,507	17%	\$1,134,860	\$273,552	24%
CHARGES FOR SERVICES	\$28,950	\$8,647	30%	\$27,500	\$7,778	28%
INTEREST & RENT	\$15,000	\$40,081	267%	\$5,000	\$28,406	568%
FINES & FORFEITURES	\$7,000	\$1,438	21%	\$5,000	\$2,305	46%
OTHER REVENUE	\$500	\$49	10%	\$0	\$25	–
OTHER FINANCING SOURCES	\$0	–	–	\$0	–	–
USE OF FUND BALANCE	-\$654,890	–	0%	-\$655,210	–	0%
REVENUES TOTAL	\$5,276,510	\$4,927,992	93%	\$5,044,640	\$4,803,890	95%
EXPENDITURES						
RECREATION AND CULTURE	\$5,276,510	\$1,141,703	22%	\$5,044,640	\$1,107,092	22%
EXPENDITURES TOTAL	\$5,276,510	\$1,141,703	22%	\$5,044,640	\$1,107,092	22%

Community Development Block Grant Fund

No CDBG expenditures have been recorded in the first quarter of the prior fiscal year.

September 30

	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	\$1,020	3%	\$84,970	–	0%
USE OF FUND BALANCE	\$0	–	–	\$0	–	–
REVENUES TOTAL	\$35,950	\$1,020	3%	\$84,970	–	0%
EXPENDITURES						
HEALTH AND WELFARE	\$35,950	\$1,020	3%	\$84,970	–	0%
EXPENDITURES TOTAL	\$35,950	\$1,020	3%	\$84,970	–	0%

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.

Expenditures are for the mental health co-responder.

September 30

	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	\$999	100%	\$1,000	\$805	80%
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	\$22,024	44%	\$50,000	\$33,978	68%
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 a scheduled debt service payments. Expenditures are at 76% spent for the year as a result of making a principal payment in September.

September 30

	BUDGET	YTD ACTUAL		BUDGET - PRIOR YR	YTD ACTUAL - PRIOR YR	
	FY2026	FY2026	% OF BUDGET	FY2025	FY2025	% OF BUDGET - PRIOR YR
REVENUES						
TAXES	\$823,280	\$832,519	101%	\$788,860	\$790,989	100%
STATE GRANTS	\$3,000	—	0%	\$1,670	—	0%
INTEREST & RENT	\$8,300	\$4,222	51%	\$3,300	\$3,520	107%
OTHER REVENUE	\$0	—	—	\$0	—	—
OTHER FINANCING SOURCES	\$0	—	—	\$0	—	—
USE OF FUND BALANCE	\$0	—	—	\$0	—	—
REVENUES TOTAL	\$834,580	\$836,741	100%	\$793,830	\$794,509	100%
EXPENDITURES						
DEBT SERVICE	\$834,580	\$635,961	76%	\$793,830	\$579,861	73%
EXPENDITURES TOTAL	\$834,580	\$635,961	76%	\$793,830	\$579,861	73%



MEMORANDUM

Finance

DATE: November 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary J. Chavez, Finance Director/Treasurer

SUBJECT: 1st 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 \$170.9 million invested in various securities according to its general investment policy as of September 30, 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 \$36.2 million invested in pooled funds at the end of September. 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 21%.

The City also holds approximately \$98.5 million, or 58%, 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 \$36.2 million, or 21%, 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 1.2 years.

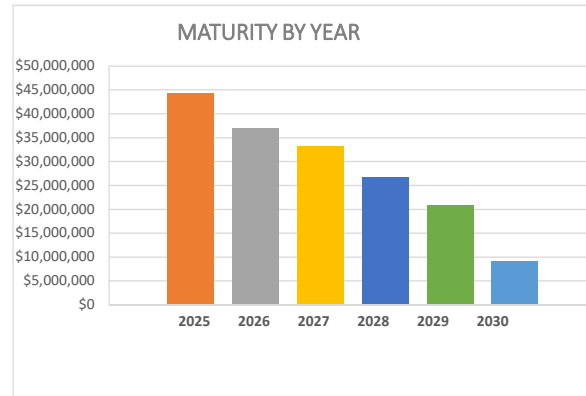
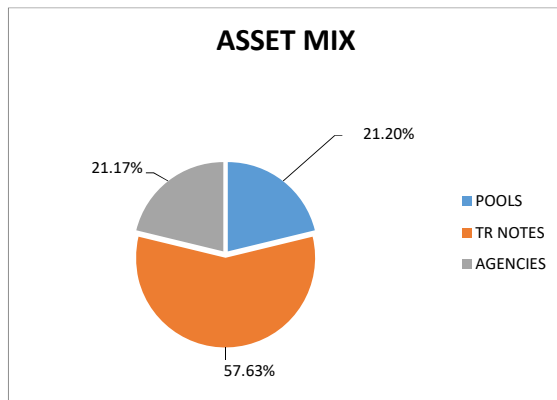
**CITY OF BIRMINGHAM
GENERAL INVESTMENT PORTFOLIO SUMMARY**

9/30/2025

YEAR	MATURITY DATE	DESCRIPTION	% YIELD	*	CURRENT MARKET VALUE	PAR VALUE	COST	YEARLY TOTAL
	9/30/2025	CLASS POOL	4.283%	CITY	2,519,664.06	2,519,664.06	2,519,664.06	
	9/30/2025	J FUND	3.930%	CITY	33,722,696.61	33,722,696.61	33,722,696.61	
								36,242,360.67
2025	10/15/2025	TR NOTE	4.457%	INSIGHT	1,499,580.00	1,500,000.00	1,491,386.71	
	10/31/2025	TR NOTE	3.167%	INSIGHT	2,489,350.00	2,500,000.00	2,487,020.09	
	11/15/2025	TR NOTE	3.025%	INSIGHT	1,984,740.00	2,000,000.00	1,951,959.83	
	12/15/2025	TR NOTE	5.023%	INSIGHT	1,998,500.00	2,000,000.00	1,958,287.95	
								7,972,170.00
2026	1/15/2026	TR NOTE	5.005%	INSIGHT	3,994,600.00	4,000,000.00	3,957,669.66	
	2/19/2026	TR NOTE	3.854%	INSIGHT	1,970,720.00	2,000,000.00	1,964,034.00	
	2/25/2026	AGENCY	3.577%	INSIGHT	1,491,540.00	1,500,000.00	1,487,659.50	
	3/19/2026	TR NOTE	3.721%	INSIGHT	1,964,960.00	2,000,000.00	1,959,482.44	
	3/31/2026	TR NOTE	4.144%	INSIGHT	2,959,500.00	3,000,000.00	2,816,142.86	
	4/15/2026	TR NOTE	3.750%	INSIGHT	1,994,800.00	2,000,000.00	1,963,131.70	
	4/30/2026	TR NOTE	3.939%	INSIGHT	1,964,960.00	2,000,000.00	1,959,147.33	
	5/26/2026	AGENCY	5.015%	INSIGHT	1,923,695.70	1,965,000.00	1,797,385.50	
	6/15/2026	TR NOTE	3.907%	INSIGHT	2,004,640.00	2,000,000.00	2,003,209.83	
	6/16/2026	AGENCY	4.203%	INSIGHT	2,986,230.00	3,000,000.00	2,928,240.00	
	7/15/2026	TR NOTE	4.500%	INSIGHT	2,010,520.00	2,000,000.00	2,032,116.08	
	7/27/2026	AGENCY	4.412%	INSIGHT	1,507,485.00	1,500,000.00	1,504,590.00	
	8/14/2026	AGENCY	4.731%	INSIGHT	1,508,265.00	1,500,000.00	1,490,415.00	
	9/11/2026	AGENCY	4.963%	INSIGHT	2,020,760.00	2,000,000.00	1,995,156.00	
	10/15/2026	TR NOTE	4.847%	INSIGHT	3,026,730.00	3,000,000.00	2,981,611.61	
	11/15/2026	TR NOTE	4.852%	INSIGHT	1,950,080.00	2,000,000.00	1,838,131.70	
	12/18/2026	AGENCY	4.790%	INSIGHT	1,803,549.15	1,885,000.00	1,675,380.46	
								37,083,034.85
2027	1/15/2027	TR NOTE	4.082%	INSIGHT	4,009,520.00	4,000,000.00	4,016,888.40	
	2/15/2027	TR NOTE	4.267%	INSIGHT	1,507,215.00	1,500,000.00	1,495,669.09	
	3/15/2027	TR NOTE	3.463%	INSIGHT	2,015,160.00	2,000,000.00	2,036,959.83	
	3/31/2027	TR NOTE	4.071%	INSIGHT	1,467,945.00	1,500,000.00	1,406,430.81	
	4/15/2027	TR NOTE	3.682%	INSIGHT	2,024,680.00	2,000,000.00	2,025,319.20	
	4/30/2027	TR NOTE	4.867%	INSIGHT	1,473,405.00	1,500,000.00	1,398,930.81	
	5/5/2027	TR NOTE	4.265%	INSIGHT	1,519,740.00	1,500,000.00	1,508,266.74	
	6/30/2027	TR NOTE	3.701%	INSIGHT	2,973,180.00	3,000,000.00	2,943,867.19	
	7/15/2027	TR NOTE	4.111%	INSIGHT	1,518,690.00	1,500,000.00	1,509,965.96	
	8/15/2027	TR NOTE	4.510%	INSIGHT	1,891,500.00	1,950,000.00	1,799,643.25	
	9/30/2027	TR NOTE	4.005%	INSIGHT	1,513,650.00	1,500,000.00	1,507,851.56	
	10/13/2027	AGENCY	4.885%	INSIGHT	3,064,920.00	3,000,000.00	2,985,456.00	
	10/15/2027	TR NOTE	3.608%	INSIGHT	2,009,840.00	2,000,000.00	2,010,709.83	
	11/15/2027	TR NOTE	2.250%	INSIGHT	1,933,980.00	2,000,000.00	1,927,819.20	
	11/30/2027	TR NOTE	4.513%	INSIGHT	1,706,511.00	1,700,000.00	1,658,701.01	
	12/1/2027	AGENCY	3.803%	INSIGHT	1,509,765.00	1,500,000.00	1,520,295.00	
	12/10/2027	AGENCY	4.140%	INSIGHT	1,006,610.00	1,000,000.00	999,570.00	
								33,146,311.00
2028	1/31/2028	TR NOTE	3.470%	INSIGHT	2,984,760.00	3,000,000.00	3,002,705.36	
	2/29/2028	TR NOTE	4.736%	INSIGHT	2,015,160.00	2,000,000.00	1,942,272.32	
	3/10/2028	AGENCY	3.539%	INSIGHT	1,606,011.75	1,575,000.00	1,641,386.25	
	3/15/2028	TR NOTE	3.570%	INSIGHT	2,012,580.00	2,000,000.00	2,014,616.08	
	5/15/2028	TR NOTE	3.490%	INSIGHT	2,933,100.00	3,000,000.00	2,937,431.92	
	6/15/2028	TR NOTE	3.572%	INSIGHT	2,013,120.00	2,000,000.00	2,015,787.95	
	6/30/2028	AGENCY	4.433%	INSIGHT	1,513,380.00	1,500,000.00	1,471,840.50	
	7/31/2028	TR NOTE	4.825%	INSIGHT	1,518,105.00	1,500,000.00	1,455,825.34	
	8/28/2028	AGENCY	4.454%	INSIGHT	1,834,758.00	1,800,000.00	1,803,792.60	
	9/22/2028	AGENCY	4.779%	INSIGHT	2,043,080.00	2,000,000.00	1,975,600.00	
	10/31/2028	TR NOTE	4.875%	INSIGHT	3,107,820.00	3,000,000.00	3,157,744.43	
	11/24/2028	AGENCY	4.350%	INSIGHT	1,530,135.00	1,500,000.00	1,490,700.00	
	11/30/2028	AGENCY	1.500%	INSIGHT	1,531,230.00	1,500,000.00	1,487,758.93	
								26,643,239.75
2029	1/31/2029	TR NOTE	4.375%	INSIGHT	1,009,020.00	1,000,000.00	984,378.35	

	2/15/2029	TR NOTE	3.603%	INSIGHT	1,935,160.00	2,000,000.00	1,937,116.08	
	2/28/2029	TR NOTE	0.350%	INSIGHT	1,017,620.00	1,000,000.00	983,011.16	
	4/10/2029	AGENCY	4.000%	INSIGHT	1,524,495.00	1,500,000.00	1,485,489.00	
	5/31/2029	TR NOTE	4.500%	INSIGHT	1,027,270.00	1,000,000.00	1,003,128.35	
	6/8/2029	AGENCY	3.789%	INSIGHT	2,062,360.00	2,000,000.00	2,072,500.00	
	7/31/2029	TR NOTE	4.000%	INSIGHT	3,028,020.00	3,000,000.00	3,067,744.42	
	8/31/2029	TR NOTE	3.125%	INSIGHT	2,927,580.00	3,000,000.00	2,948,095.99	
	9/30/2029	AGENCY	3.521%	INSIGHT	1,721,055.00	1,750,000.00	1,748,295.50	
	10/31/2029	TR NOTE	4.114%	INSIGHT	2,535,750.00	2,500,000.00	2,501,180.25	
	11/30/2029	TR NOTE	3.644%	INSIGHT	2,032,180.00	2,000,000.00	2,037,350.45	
								20,820,510.00
2030	1/31/2030	TR NOTE	4.028%	INSIGHT	1,518,870.00	1,500,000.00	1,513,657.37	
	2/28/2030	TR NOTE	3.651%	INSIGHT	2,023,200.00	2,000,000.00	2,028,678.58	
	4/30/2030	TR NOTE	4.039%	INSIGHT	1,495,425.00	1,500,000.00	1,489,340.97	
	5/31/2030	TR NOTE	3.667%	INSIGHT	2,023,440.00	2,000,000.00	2,028,600.45	
	7/23/2030	AGENCY	4.517%	INSIGHT	2,003,340.00	2,000,000.00	2,001,000.00	
								9,064,275.00
			3.544%		170,971,901.27	170,867,360.67	169,463,891.40	170,971,901.27

AVERAGE MATURITY (YEARS): 1.17



POOLS	\$36,242,360.67	21.20%
TR NOTES	\$98,536,876.00	57.63%
AGENCIES	\$36,192,664.60	21.17%
TOTAL	\$170,971,901.27	100.00%

* INSIGHT: \$134,729,540.60
 *ASSIGNED TO CITY: \$36,242,360.67
 \$170,971,901.27

COMPARATIVE RETURNS			
	City Portfolio	1-Yr TR	2-Yr TR
Current Quarter	4.03%	3.66%	3.57%
Prior Quarter	3.93%	4.06%	3.89%
1 Year Ago	3.78%	4.50%	4.16%



MEMORANDUM

Engineering Department

DATE: November 12, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 34350 Woodward Avenue – Fred Lavery
Preliminary Construction Schedule

This report shall provide the City Commission with information regarding the preliminary construction schedule of the Fred Lavery Project at 34350 Woodward Avenue, as requested by the City Commission on November 10, 2025.

Information:

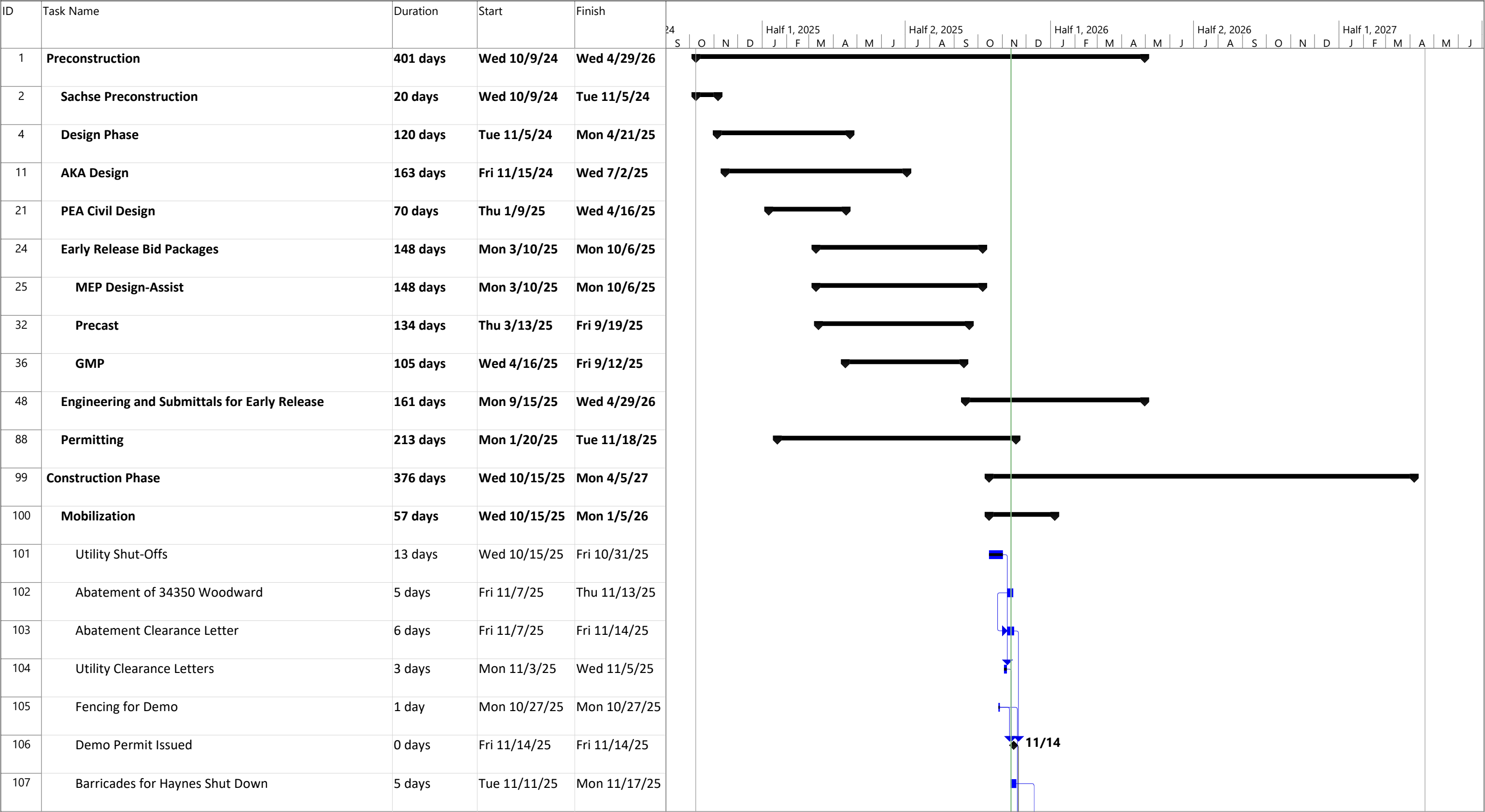
The City Commission passed a motion for the Construction Staging and Construction Coordination Agreement for 34350 Woodward Avenue for the upcoming Fred Lavery construction. City Commission requested the applicant to provide a preliminary construction schedule for the project, and the applicant submitted it to the Engineering Department on November 12, 2025.

Attachments:

Fred Lavery Construction Schedule Submitted November 12, 2025

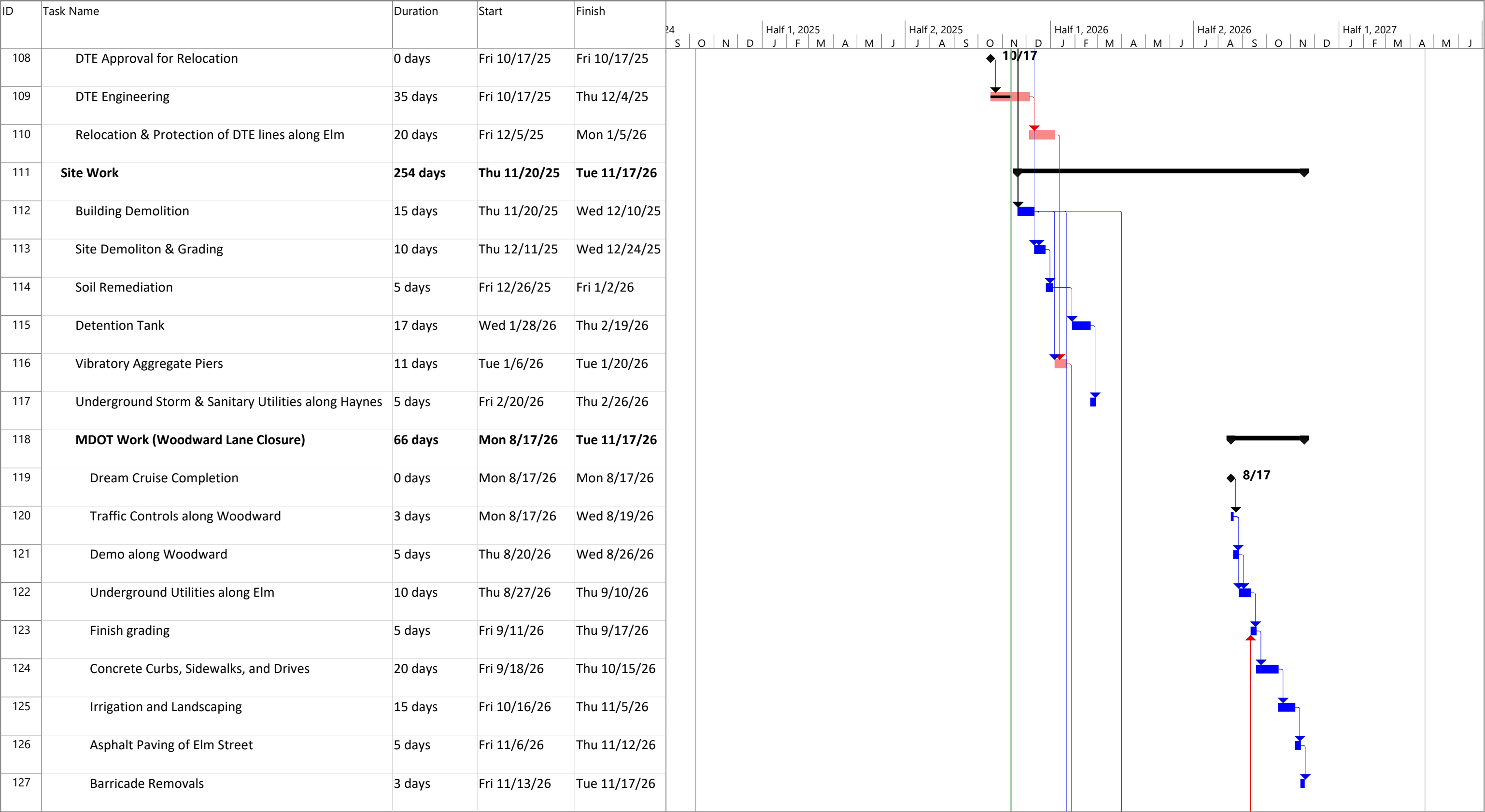


Fred Lavery Porsche
Preliminary Construction Schedule - Version #1
11-12-25





Fred Lavery Porsche
Preliminary Construction Schedule - Version #1
11-12-25

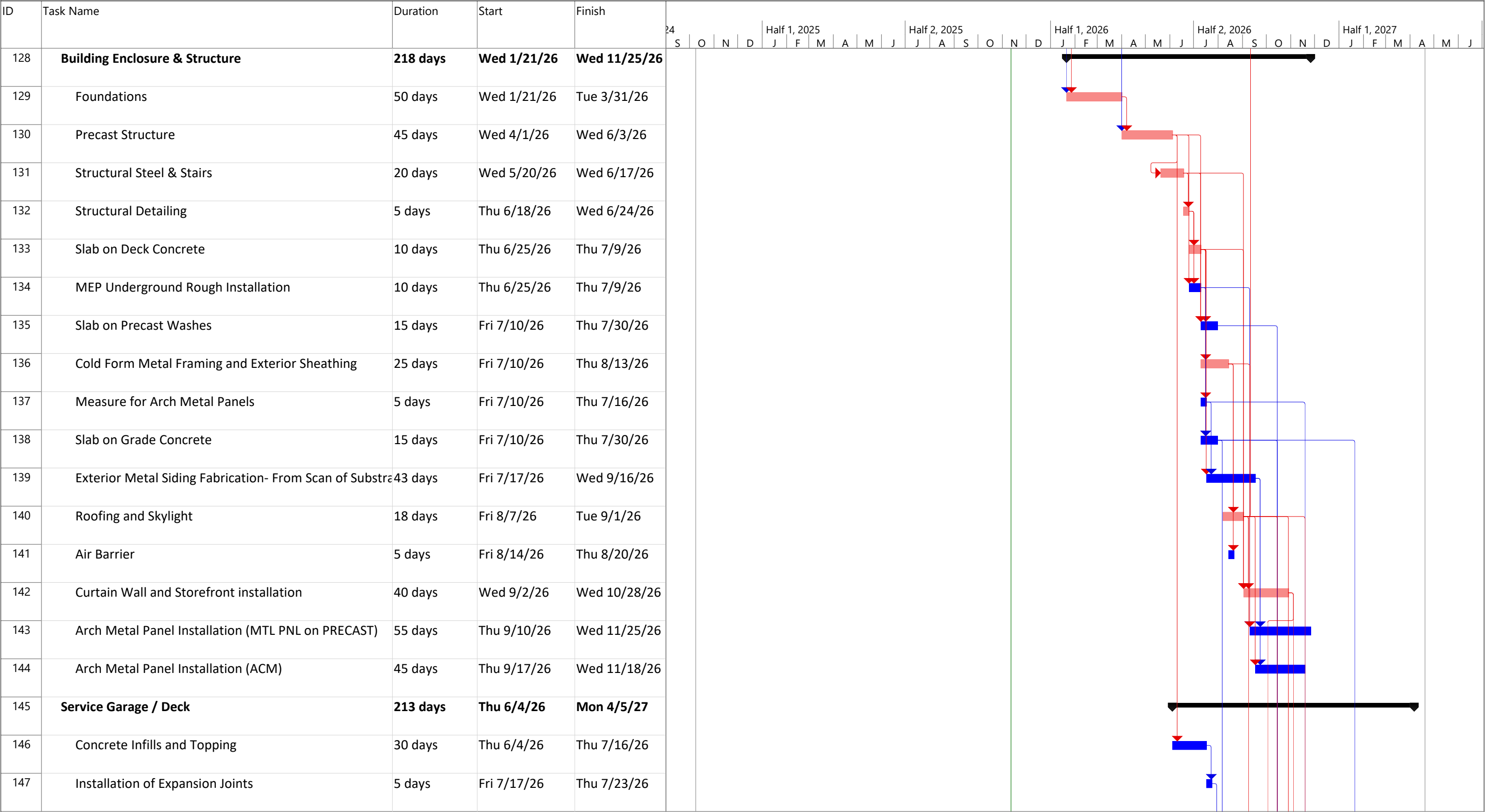




Fred Lavery Porsche

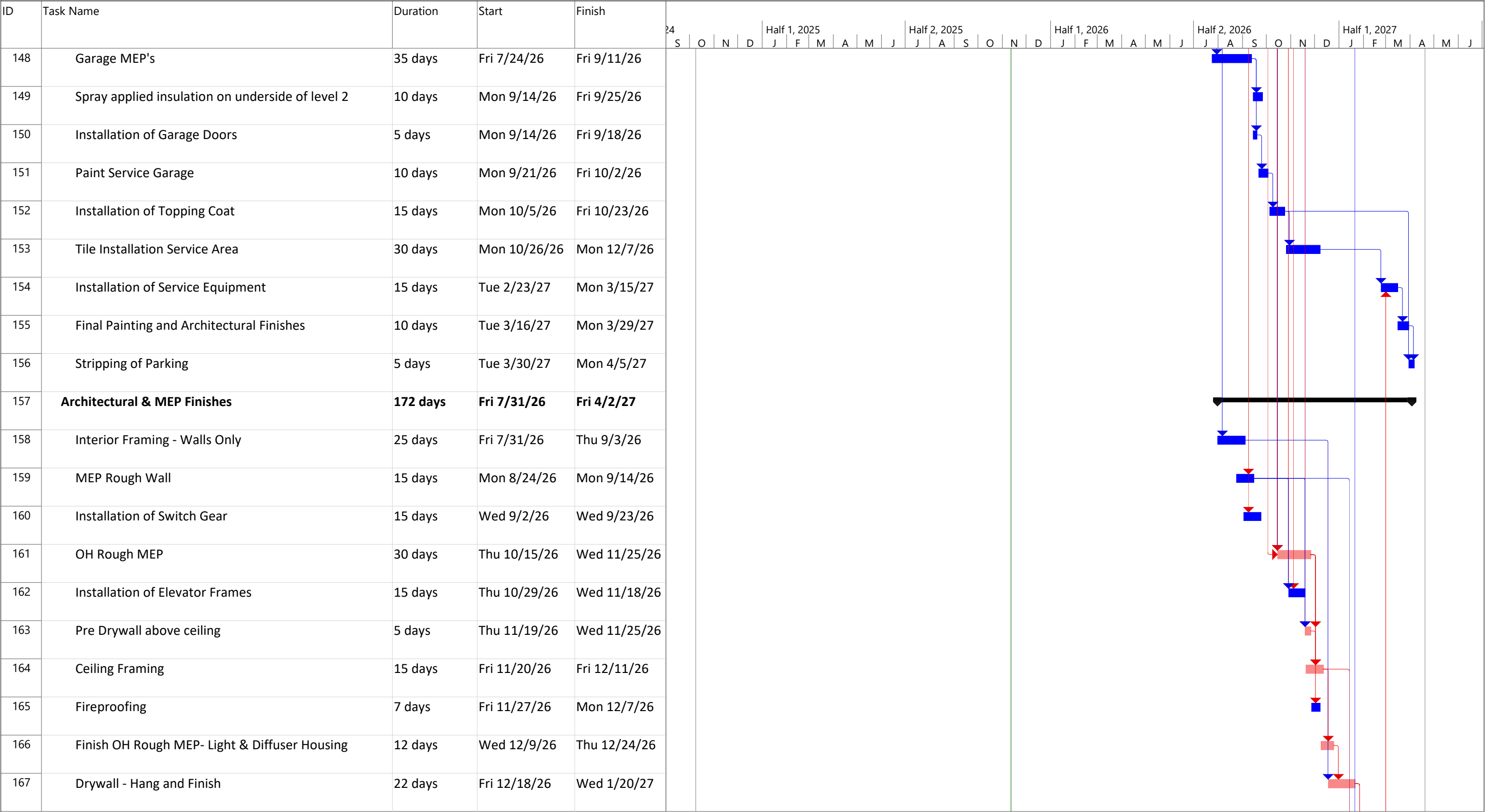
Preliminary Construction Schedule - Version #1

11-12-25





Fred Lavery Porsche
Preliminary Construction Schedule - Version #1
11-12-25



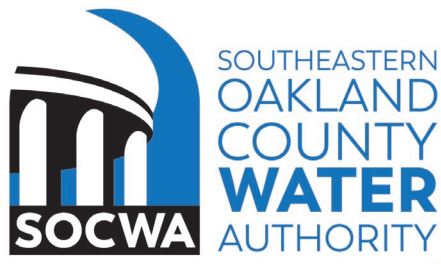


Fred Lavery Porsche

Preliminary Construction Schedule - Version #1

11-12-25

ID	Task Name	Duration	Start	Finish	2024																												Half 1, 2025														Half 2, 2025														Half 1, 2026														Half 2, 2026														Half 1, 2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Proudly Serving – Berkley | Beverly Hills | Bingham Farms | Birmingham | Bloomfield Hills | Bloomfield Township
Clawson | Huntington Woods | Lathrup Village | Pleasant Ridge | Royal Oak | Southfield | Southfield Township

QUARTERLY REPORT October 2025

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 Wayland

October 2025

Board of Trustees
Southeastern Oakland County Water Authority

Subject: Quarterly Report - October 2024

Board Members:

This report covers the first three months of operation for Fiscal Year 2026 and includes a financial summary of the Authority's operations, along with updates on ongoing and completed projects. The report also provides statistical data and other information of general interest to the members of the Authority.

BOARD OF TRUSTEES

The governing body of the Authority is a Board of Trustees, consisting of one representative from each member municipality. The Board held its Organizational Meeting on July 9, 2025, at which time members were elected to serve as Officers for the fiscal year beginning July 2025. The current Officers are:

Chairman:	Jim Breuckman
Vice Chairman:	Trever Zablocki
Secretary:	Shawn Young

Each representative on the Board is entitled to one vote for every 200 million gallons (or major fraction thereof) of water purchased during the preceding fiscal year. The number of votes assigned to each member municipality for Fiscal Year 2026 is as follows:

Municipality	Votes
Berkley	2
Beverly Hills	1
Bingham Farms	1
Birmingham	4
Clawson	1
Huntington Woods	1
Lathrup Village	1
Pleasant Ridge	1
Royal Oak	8
Southfield	15
Southfield Township	1
Total:	36

The Board meets in regular session on the second Wednesday of each month for the purpose of conducting all business coming before the Board.

The Authority maintains contracts with each member municipality for an indefinite period, but not less than through July 1, 2038. These contracts obligate the Authority to supply and sell water to the member communities at rates sufficient to recover operating costs and fund necessary capital improvements.

FINANCIAL STATEMENT

The total net income before depreciation for the first 3 months of fiscal year 2026 was \$1,367,269. This was \$408,805 higher than budgeted and is significantly higher than the net income of \$789,601 for the first 3 months of FY2025.

	<u>Actual</u>	<u>Budget Delta</u>
Revenue	\$10,232,924	\$137,064
Expenses	\$8,865,656	(\$271,741)
Net Income (before depreciation)	\$1,367,269	\$408,805

Net income at this time of year is expected to be high in order to accommodate the fixed/variable rates we are charged by GLWA. GLWA is collecting 60% of their revenue through a fixed monthly charge. This results in a high fixed monthly charge but a low cost per thousand cubic feet purchased. In the first quarter of the year, our GLWA water bills were significantly less than our water sales revenue. Our GLWA water bills will be higher than our water sales revenue in the colder months. We will be using some of the net income for the first quarter to pay these higher water bills later in the fiscal year. This contributed to SOCWA changing their rate structure to 25% fixed charge in fiscal year 2025 so the deficit through the winter months will be lower.

The increase in revenue was almost completely due to higher than planned water sales (\$108,324). Expenses were lower than planned due to lower expenses for water purchases (255,420).

Water sales volumes for the first 3 months of the fiscal year were 0.8% higher than budgeted and were 9.4% higher than the previous year. The water sales volumes for the first 3 months are summarized in the table below. Water sales were higher than last year, mostly due to last summer's cool, rainy weather during the first quarter.

WATER SALES – DAILY AVERAGE (MGD)

Month	FY2022	FY2023	FY2024	FY2025	FY2026	Change from FY2025
July	30.75	39.81	33.77	31.49	34.41	2.92
August	33.02	37.13	31.19	30.20	34.65	4.45
September	29.77	34.10	28.27	31.52	32.84	1.33
Quarter MGD	31.20	37.05	31.11	31.06	33.98	2.92
Variance		18.8%	-16.0%	-0.1%	9.4%	

PRECIPITATION - INCHES

Month	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
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
Total:	12.49	18.79	9.88	11.14	14.58	8.33

Additional financial details are attached.

MAJOR PROJECTS

GLWA RATE INCREASE

The Great Lakes Water Authority (GLWA) increased its water sales rate to SOCWA by 5.7%, effective July 1, 2025. SOCWA, in turn, increased its water sales rate to member communities by 6.0%, effective the same date. SOCWA also maintained the fixed charge portion of its rate structure at 25%, a level first implemented in Fiscal Year 2025.

This fixed-rate component provides greater revenue stability and aligns more closely with GLWA's structure, which is approximately 60% fixed.

SUMMER 2025 OPERATIONS

The summer of 2025 was moderate in terms of water sales performance. The season began with rainy weather in June, resulting in reduced outdoor irrigation and lower consumption, with an average daily usage of 32.07 MGD.

Conditions improved in July and August, which were both warmer and drier. Daily averages of 34.41 MGD in July and 34.65 MGD in August exceeded budget projections. Precipitation levels were 0.78 inches in July and 1.05 inches in August, well below normal.

Overall, first-quarter usage was consistent with the budget—exceeding projections by 0.8% in volume and 1.1% in revenue.

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.

Fiscal Year 2027 Water Rates

The process to establish Fiscal Year 2027 water rates is underway. GLWA began a series of informational meetings this fall to communicate preliminary data and rate considerations. SOCWA staff are attending all meetings and will report outcomes to the Board. GLWA is maintaining a high level of transparency by posting materials prior to each session and reviewing them in detail during the meetings.

GLWA's proposed FY2027 rate schedule will be delivered in late January 2026, and SOCWA plans to present a rate projection for member review at the February 2026 Board meeting.

GLWA Customer Outreach Program

GLWA continues to use the Customer Outreach Program originally developed by the Detroit Water and Sewerage Department (DWSD). SOCWA staff remain active participants in this process.

I serve as the Partner Sponsor for the Outreach Analytical Workgroup (AWG), helping guide its activities and priorities. The program has led to significant improvements in communication and mutual understanding between GLWA and its wholesale customers. SOCWA remains a strong advocate of this collaborative approach, which continues to be essential in maintaining productive relationships between GLWA and its customer communities.

2026 GLWA Contract Re-Opener

In 2026, GLWA will re-open the wholesale water contract to renegotiate the maximum day and peak hour contractual values—two key drivers of the GLWA water rate.

GLWA will introduce a new methodology for determining these values. Rather than applying the historic 10% operational buffer above the highest demonstrated usage, GLWA will implement a mathematical modeling approach to calculate these thresholds. This change may benefit SOCWA, as the previous operational buffer had a disproportionately large impact on large-volume customers. The contract re-opener meeting is scheduled for spring 2026.

PENSION FUNDING

MERS completed their annual actuarial analysis of SOCWA's pension plans. The combined union and salaried pension plans were 93% funded as of December 31, 2024. This is a slight decrease from the 99% funded as of December 31, 2023. The funding levels were 89% for the union defined benefit (DB) plan, 99% for the salaried DB plan, 97% for the salaried hybrid plan and 79% for the union hybrid plan. SOCWA has contributed above the actuarially required amounts to both the defined benefit plans for several years in order to eliminate the unfunded liabilities for the plans.

Audit standards require SOCWA to conduct an annual actuarial valuation of our liability for Other Post Employment Benefits (OPEB or retiree health insurance). We perform this valuation using a tool provided by Milliman. The valuation as of June 30, 2025, showed that the OPEB plan for salaried employees was 306.7% funded and the OPEB plan for Union employees was 150.0% funded. We are now using the OPEB trust funds to pay for all our retiree health insurance expenses.

ANNUAL AUDIT

SOCWA engaged a new auditing firm for the Fiscal Year 2025 audit, transitioning from Plante & Moran after many years of service. Following a formal RFP process with multiple respondents, the Board approved Baker Tilly as the new auditor. Fieldwork was completed in October 2025, and SOCWA is awaiting the final report. The completed audit will be reviewed by the SOCWA Audit Committee upon release.

Respectfully submitted,

Eric Griffin
General Manager

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
07/01/25 - 09/30/25

	Period Actual	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	5,908,817	5,929,610	(20,793)
SALE OF WATER OTHERS	4,200,648	4,071,531	129,117
TOTAL SALE OF WATER REVENUES	10,109,465	10,001,141	108,324
RENTALS	19,850	19,419	431
WATER ANALYSIS	540	300	240
INTEREST ON INVESTMENTS	84,836	75,000	9,836
MISCELLANEOUS REVENUES	18,234	0	18,234
TOTAL OTHER REVENUES	123,459	94,719	28,740
TOTAL REVENUES	10,232,924	10,095,860	137,064
LEAD SERVICE REPLACEMENT	13,706	800,000	(786,294)
EXPENSES			
PURCHASE OF WATER FOR RESALE	0	0	0
WEBSTER POWER, PUMPING & GROUNDS WEBSTER	148,898	138,475	10,423
POWER, PUMPING & GROUNDS	34,936	86,850	(51,914)
COMPUTER OPERATIONS	36,707	32,775	3,932
PURIFICATION/LAB	55,480	46,450	9,030
METERS & MAINS	22,281	74,850	(52,569)
ADMINISTRATION & GENERAL	285,926	221,150	64,776
WATER IN TRANSIT	8,281,427	8,536,847	(255,420)
TOTAL EXPENSES	8,865,656	9,137,397	(271,741)
LEAD SERVICE LINE REPLACEMENT	13,260	800,000	(786,740)
NET INCOME BEFORE DEPRECIATION	1,367,269	958,463	408,805
DEPRECIATION	157,793		
NET INCOME	1,209,476		

INFORMATION ONLY

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES COMPARED WITH TOTAL BUDGET
07/01/25 - 09/30/25

	Period Actual	Total Budget 2026	Remaining Budget	% Received or Expended
REVENUES				
SALE OF WATER MEMBERS	5,908,817	19,850,525	(13,941,708)	30%
SALE OF WATER OTHERS	4,200,648	10,993,011	(6,792,363)	38%
TOTAL SALE OF WATER REVENUES	10,109,465	30,843,536	(20,734,071)	33%
RENTALS	19,850	131,526	(111,677)	15%
WATER ANALYSIS	540	1,200	(660)	45%
INTEREST ON INVESTMENTS	84,836	300,000	(215,164)	28%
MISCELLANEOUS REVENUES	18,234	0	18,234	N/A
TOTAL OTHER REVENUES	123,459	432,726	(309,267)	
TOTAL REVENUES	10,232,924	31,276,262	(21,043,338)	33%
LEAD SERVICE REPLACEMENT	13,706	2,500,000	(2,486,294)	1%
EXPENSES				
PURCHASE OF WATER FOR RESALE	0	29,036,892	(29,036,892)	0%
WEBSTER POWER, PUMPING & GROUNDS	148,898	553,900	(405,002)	27%
POWER, PUMPING & GROUNDS	34,936	347,400	(312,463)	10%
COMPUTER OPERATIONS	36,707	131,100	(94,393)	28%
PURIFICATION/LAB	55,480	185,800	(130,319)	30%
METERS & MAINS	22,281	299,400	(277,119)	7%
ADMINISTRATION & GENERAL	285,926	884,600	(598,674)	32%
WATER IN TRANSIT	8,281,427	0	8,281,427	0%
TOTAL EXPENSES	8,865,656	31,439,092	(22,573,436)	28%
LEAD SERVICE LINE REPLACEMENT	13,260	2,500,000	(2,486,740)	1%
NET INCOME BEFORE DEPRECIATION	1,367,269	(162,830)	1,530,098	-840%

INFORMATION ONLY

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
COMPARATIVE STATEMENT
07/01/25 - 09/30/25

	Period Actual 2026	Period Actual 2025	Over/Under
REVENUES			
SALE OF WATER	5,908,817	5,314,334	594,483
SALE OF WATER OTHERS	4,200,648	3,481,572	719,076
TOTAL SALE OF WATER REVENUES	10,109,465	8,795,906	1,313,559
RENTALS	19,850	18,317	1,533
WATER ANALYSIS-LAB	540	0	540
INTEREST ON INVESTMENTS	84,836	101,180	(16,344)
MISCELLANEOUS REVENUES	18,234	25,164	(6,930)
TOTAL OTHER REVENUES	123,459	144,660	(21,201)
TOTAL REVENUES	10,232,924	8,940,566	1,292,358
LEAD SERVICE LINE REPLACEMENT	13,706	543,221	(529,514)
EXPENSES			
WATER PURCHASED FOR RESALE	0	0	0
WATER PURCHASE IN TRANSIT	8,281,427	7,522,353	759,074
OPERATING EXPENSES	584,229	604,998	(20,769)
FIXED CHARGES	0	0	0
TOTAL EXPENSES	8,865,656	8,127,351	738,305
LEAD SERVICE LINE REPLACEMENT	13,260	332,637	(319,377)
NET INCOME BEFORE DEPRECIATION	1,367,269	813,215	554,054
DEPRECIATION	157,793	154,629	3,164
NET INCOME	1,209,476	658,586	550,890

INFORMATION ONLY

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
TOTAL CHARGES
07/01/25 - 09/30/25

MUNICIPALITY	WATER CONSUMPTION CUBIC FEET	TOTAL WATER CHARGES
MEMBERS		
BERKLEY	13,364	275,590
BEVERLY HILLS	13,932	274,393
BINGHAM FARMS	4,309	82,560
BIRMINGHAM	43,476	846,372
CLAWSON	10,025	206,766
HUNTINGTON WOODS	7,385	147,013
LATHRUP VILLAGE	3,943	80,778
PLEASANT RIDGE	4,050	78,803
ROYAL OAK	67,584	1,377,646
SOUTHFIELD	119,289	2,429,737
DETROIT ZOO & RACKHAM	5,628	109,160
MEMBERS TOTAL	292,984	5,908,817
NON MEMBERS		
BLOOMFIELD HILLS	23,829	801,509
BLOOMFIELD TOWNSHIP	101,080	3,399,138
NON MEMBERS TOTAL	124,908	4,200,648
GRAND TOTAL	417,893	10,109,465

INFORMATION ONLY

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT WITH AVERAGE PER CUBIC FOOT
07/01/25 - 09/30/25

	Period Actual	2026 Average Per 1,000 cubic feet	2025 Average Per 1,000 cubic feet
REVENUES			
SALE OF WATER	5,908,817	20.1677	19.3300
SALE OF WATER OTHERS	4,200,648	33.6298	32.5047
TOTAL SALE OF WATER REVENUES	10,109,465	24.1915	23.0238
RENTALS	19,850	0.0475	0.0479
WATER ANALYSIS-LAB	540	0.0013	0.0000
INTEREST ON INVESTMENTS	84,836	0.2030	0.2621
MISCELLANEOUS REVENUES	18,234	0.0436	0.0659
TOTAL OTHER REVENUES	123,459	0.2954	0.3759
TOTAL REVENUES	10,232,924	24.4870	23.3997
EXPENSES			
WATER PURCHASED FOR RESALE	0	0.0000	0.0000
WEBSTER POWER, PUMPING & GROUNDS	148,898	0.3563	0.3847
POWER , PUMPING & GROUNDS	34,936	0.0836	0.1468
COMPUTER OPERATIONS	36,707	0.0878	0.0787
PURIFICATION/LAB	55,480	0.1328	0.1048
METERS & MAINS	22,281	0.0533	0.0749
ADMINISTRATIVE & GENERAL	285,926	0.6842	0.8527
WATER IN TRANSIT	8,281,427	19.8171	19.6902
TOTAL EXPENSES	8,865,656	21.2151	21.3329
NET INCOME BEFORE DEPRECIATION	1,367,269		

INFORMATION ONLY

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
CAPITAL EXPENSES
07/01/25 - 09/30/25

Fixed Asset Expenditures

None

Total Expenditures	0.00
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INFORMATION ONLY