

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
OCTOBER 6, 2025
MUNICIPAL BUILDING, 151 MARTIN
4:30 p.m. – 7:00 p.m.**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, 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. Museum Board
1. Judith Keefer
 2. Andrew McMechan

To appoint _____ as a regular member to serve the remainder of a three-year term to expire July 5, 2027.

- B. Advisory Parking Committee
1. Patricia Hardy

To appoint _____ to the Advisory Parking Committee as a regular member, small retail, to serve the remainder of a three-year term to expire September 4, 2028.

- C. Board of Zoning Appeals
1. Richard Lilley
 2. Ron Reddy

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

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

- D. Historic District Commission
1. Michael Willoughby
 2. Ben Motyl

To appoint _____, as a regular member to the Historic District Commission to serve the remainder of a three-year term to expire September 25, 2028.

- E. Design Review Board
1. Michael Willoughby

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

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

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.

* The joint Planning Board and City Commission meeting minutes of September 29, 2025 will be presented at the October 27, 2025 City Commission meeting.

- A. Resolution to approve the City Commission workshop meeting minutes of September 8, 2025.
- B. Resolution to approve the City Commission regular meeting minutes of September 8, 2025.
- C. Resolution to approve the City Commission regular meeting minutes of September 15, 2025.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 17, 2025 in the amount of \$1,177,782.90.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 24, 2025 in the amount of \$18,208,726.77.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 1, 2025 in the amount of \$1,502,141.46.
- G. Resolution to authorize the City Manager to cast a vote, on the City's behalf, for the two (2) candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2026.

- H. Resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 4, 2025 local election pursuant to MCL 168.674, and further to grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstances warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards.

AND

To authorize the use of the Oakland County Absent Voter Counting Board for the purpose of processing and tabulating absent voter ballots on November 4, 2025, as prescribed in the terms and responsibilities previously agreed upon at the July 12, 2020 meeting by Commission resolution 07-120-20.

- I. Resolution to approve a special event permit as requested by the Birmingham Bloomfield Art Center to hold the 45th Art Birmingham art fair on May 9 and 10, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- J. Resolution to accept the resignation of Paul Connell from the Greenwood Cemetery Advisory Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.
- K. Resolution to approve the FY 2026 Local Emergency Management Program Work Agreement. Further, to direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related LEMP and EMPG documents on the City's behalf.
- L. Resolution to approve the Interlocal Agreement for Damage Assessment Mutual Aid between neighboring communities who are members of the Oakland County Building Officials' Association to provide assistance and aid to participating communities in evaluating damage to buildings and structures as a result of a disaster or emergency.

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

None.

VII. UNFINISHED BUSINESS

- A. Resolution to approve posting the Request for Proposals for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network.

VIII. NEW BUSINESS

- A. Public Hearing - for Condemnation of a Dangerous Structure at 611 Elm Street
 - 1. Resolution to declare that the property at 611 Elm Street (a/k/a 635 Elm Street) is a dangerous structure and is unfit for human habitation due to lack of maintenance, is unsanitary and/or contains filth and contamination, in violation of the International Property Maintenance Code and Birmingham City Codes, and the property owner must demolish the dangerous structure within 30 days or the City Manager is directed to complete the demolition and place a lien on the property for the costs of demolition and site grading and seeding.
- B. Resolution approving the settlement agreement dated October 1, 2025 between the City and the Birmingham Police Command Officers Association for a renewal of the collective bargaining agreement through June 30, 2028. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate accounts.
- C. Resolution to approve an agreement with MCD Architects for the design of Police Department Renovations and Expansion in an amount not to exceed \$80,000.00 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City, to be funded from the following accounts: \$72,000 from account 403.0-901.301-977.0000 and \$8,000 from account 101.0-301.000-971.0100.
- 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.

IX. REMOVED FROM CONSENT AGENDA

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. 400 E. Lincoln
- B. Surnow project

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of Intention to Appoint to the Triangle District Corridor Improvement Authority Board
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Comprehensive Repair and Design Improvements to City Parking Structures

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](tel:(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 MUSEUM BOARD

At the regular meeting of Monday, October 6, 2025, the Birmingham City Commission intends to appoint one regular member to serve the remainder of a three-year term to expire July 5, 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, October 1, 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 Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The Board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the City Commission with respect to properties that, in the opinion of the Board, have historic significance. Further, the Board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	Shall be qualified electors of the City.
Judith Keefer	11-year resident and member of the Birmingham Historical Society who has served on the board since 2016.
Andrew McMechan	17-year resident and previous Museum Board member who also has previous experience with the Friends of the Museum and the Bloomfield Historical Society.

SUGGESTED ACTION:

To appoint _____ as a regular member to serve the remainder of a three-year term to expire July 5, 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 [#65]

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

Sat, May 3, 2025 at 12:59 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Museum
Specific Category/Vacancy on Board (see below)	Renew position
Name	Judith Keefer
Residential Address	 506 E Lincoln St Birmingham , Mi 48009 United States
Phone Number *	(248) 249-0996
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.	jlek2014@gmail.com
Length of Residence	11 years
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	For some years I've been a member of our museum board. We've made exceptional strides in ours goals to connect with our community and be relevant to our citizens as well as communities across the nation. It would be my privilege to continue on the board.
List your related employment experience	Antiques dealer for 30 years.
List your related community activities	NEXT
List your related educational experience	Graduate degrees in early childhood from U of M
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- My appointment to the Birmingham museum board

3 messages

JL WK <jlwk2014@gmail.com>
To: clerksoffice@bhamgov.org

Mon, Sep 8, 2025 at 10:18 AM

Sent from my iPhone

I'm requesting to be on the council meeting agenda September 29 to renew my appointment on the museum board.

Please acknowledge by phone or text.

Thank you,

Judith Keefer (248) 249-0996

Office of the City Clerk <clerksoffice@bhamgov.org>
To: JL WK <jlwk2014@gmail.com>
Cc: clerksoffice@bhamgov.org

Mon, Sep 8, 2025 at 10:30 AM

Hi Judy,

The 9/29/2025 meeting will be a joint meeting with the Commission and Planning Board. We will be unable to place your board appointment on that night as there will be no action items at the joint meeting. The following meetings are regular commission meetings:

- 9/15/2025
- 10/6/2025 - meeting will be from 4pm-7pm
- 10/27/2025
- 11/10/2025
- 11/17/2025
- 12/1/2025
- 12/15/2025

Board appointments can only take place at the listed dates. Please select an interview date from the list of above.

Thank you,

[Quoted text hidden]

--

Birmingham Clerk's Office

City of Birmingham

151 Martin Street

Birmingham, MI 48009

(248) 530-1880 Office Direct

(248) 530-1080 Fax

elections@bhamgov.org

Important Note to Residents

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

JL WK <jlwk2014@gmail.com>
To: clerksoffice@bhamgov.org

Mon, Sep 8, 2025 at 10:32 AM

I can attend 10/6

Sent from my iPhone

On Sep 8, 2025, at 10:30 AM, Office of the City Clerk <clerksoffice@bhamgov.org> wrote:



Mya Brown <mbrown@bhamgov.org>

Fwd: Museum Board

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

Tue, Sep 23, 2025 at 11:44 AM

for the Museum board packet

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

From: **MARTY Logue** <gtfieros@comcast.net>

Date: Mon, Sep 22, 2025 at 6:40 PM

Subject: Museum Board

To: Alex Bingham <abingham@bhamgov.org>, jecker@bhamgov.org <jecker@bhamgov.org>

Dear City Commision,

I am writing to you to please keep Judith Keefer on the Museum Board. I know she has missed the last few appointment Commission meetings, but she very much wants to continue on the board:

- She has been a member for several years
- Supported the Stategic Plan for the museum
- Involved with the approval of the Landscape Master Plan
- Has been present to vote on all motions at our meetings

I know that her partner is dealing with cancer and that she is the primary caregiver which makes it hard for her to attend evening meetings like the City Commission. Our meetings are earlier in the day.

Sincerely, Marty Roush-Logue
Museum Board Chair

--

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 Residents

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- Judith Keefer appointment for The Birmingham Museum Board

1 message

Michael Ableson <mableson@sbcglobal.net>

Tue, Sep 30, 2025 at 2:49 PM

To: Office of the City Clerk <clerksoffice@bhamgov.org>, Alex Bingham <abingham@bhamgov.org>

Cc: "Jecker@bhamgov.org" <Jecker@bhamgov.org>

Dear City Commissioners,

As a current Birmingham Museum Board member, I am writing to support the reappointment of Judith Keefer to the Birmingham Museum Board. I have found Judith to be an active and valuable contributor, and therefore ask your support for her ongoing participation on the Board.

Sincerely,
Mike Ableson



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#86]

1 message

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

Thu, Sep 18, 2025 at 5:21 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Museum
Specific Category/Vacancy on Board (see below)	Reg Member on Board
Name	Andrew McMechan
Residential Address	 1765 Shipman Boulevard Birmingham, MI 48009 United States
Business Address	 1765 Shipman Boulevard Birmingham, MI 48009 United States
Phone Number *	(248) 330-9100
Email	mcmechanism@gmail.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	17 years this house
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I grew up saturated in B'ham history and inherited from my father a love for small town history. I have been on the Museum Bd previously (2012-14) and am a regular on the Cemetery tour. I also have professional experience in research and strategic planning that could benefit the Board.
List your related employment experience	Doner Advertising - 1982-2008 - Senior Vice President, Director of Marketing Communications; strategic planning and research on behalf of clients big (Mazda, Ford), medium (Chiquita, Vlastic), and small (various entrepreneurial entities)
List your related community activities	Museum Board 2012-2014 Cemetery Tour - 2012-present (John Utter, axe murder story) Member of Friends of Museum, Bloomfield Hist Society Christ Church Cranbrook Vestry - 1x mid 90s, again 2014-16 - \$1mm annual budget, both terms involving rector searches, conducting research in the parish Untold theatrical experience - community, semi-pro; director, actor, even a kick-line chorus or two.

List your related educational experience

Bham schools: Quarton, Cranbrook, Seaholm 1975
College: Oakland Univ: Classical Music Composition and Theory 1976-1979
College of Bham Historical Society Knowledge 1964- 2011 (regular and ongoing discussions with my father)

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



MUSEUM BOARD

Chapter 62 - Section 62-26

Terms - Three years - expiring first Monday in July

Eight Members: Six are electors and appointed by city commission

One member is an Alternate

One is owner of a business and appointed by the city manager

The Museum Board is charged with collecting, arranging, cataloguing and preserving historical material. The board may locate and erect plaques or markers at historic sites, buildings or properties in the City of Birmingham with the consent of the owner or owners of any such property and subject to the approval of the city commission with respect to properties that, in the opinion of the board, have historic significance. Further, the board shall have the power to develop, operate and maintain the Allen House as a museum and to exercise authority, control and management over the Hunter House and John West Hunter Memorial Park.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Ableson	Michael	(313) 720-4839	8/12/2024	7/6/2026
584 Tooting Lane		<i>mableson@sbcglobal.net</i>	Regular member/BHS	
Barrett	Kristy Hull	248-504-1981	7/10/2023	7/6/2026
915 Harmon		<i>kristybarrett1@yahoo.com</i>	alternate	
Cummings	Kamala	(248) 444-8230	7/28/2025	7/6/2028
662 Purdy St #320			City manager appointee/business owner	

BIRMINGHAM MUSEUM, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Harris 2600 Buckingham	Alexandra	(248) 686-4077 <i>akharrisart@gmail.com</i>	6/26/2023 Regular member/BHS	7/6/2026
Kirkman 1031 Knox St	Eva	(586) 945-6549 <i>eva.m.kirkman@gmail.com</i>	7/8/2024 Regular member	7/6/2027
Logue 2010 Buckingham	Marty	(248) 649-4921 <i>gtfieros@comcast.net</i>	6/26/2023 Regular member/BHS	7/6/2026
Moll 271 Chesterfield	Robert	(248) 508-7584 <i>robertmoll.michigan@gmail.com</i>	8/25/2025 Regular member/BHS	7/6/2028
Vacant	2/7/2025		Regular member/BHS	7/6/2027
Wisecup	Mercy		2/10/2025 Student	12/31/2025

BIRMINGHAM MUSEUM, 556 West Maple, Birmingham, MI 48009
phone: 248.530.1928 fax: 248.530.1685 www.bhamgov.org/museum
Leslie Pielack, Museum Director: lpielack@ci.birmingham.mi.us

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

Year: 2025

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																	
Marty Logue	P	P	P	P	CP	P									5	0	100%
Judith Keefer	P	A	A	A	CP	P									2	3	40%
Pat Hughes	A	P	A	A	CA	A									1	5	17%
Mike Ableson	P	P	P	P	CP	P									5	0	100%
Bev Erickson	A	P	P	NA	NA	NA									2	1	67%
Eva Kirkman	A	P	P	A	CA	A									2	4	33%
Alexandria Harris	P	A	P	P	CA	P									4	2	67%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
ALTERNATES																	
Kristy Barrett	P	P	P	P	CA	P									5	1	83%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	6	6	4	3	5	0	0	0	0	0	0	0	0			

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

 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

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																	
Marty Logue	P	P	P	P	P	P	P	NM	P	NM	P	P			10	0	100%
Judith Keefer	P	A	A	A	P	P	A	NM	P	NM	P	P			6	4	60%
Pat Hughes	A	A	P	A	A	P	A	NM	P	NM	P	P			5	5	50%
Jay Shell	A	P	P	P	A	P	NA	NA	NA	NA	NA	NA			4	2	67%
Bev Erickson	P	A	P	A	A	A	P	NM	A	NM	P	A			4	6	40%
Caroline Ashleigh	A	A	A	A	NA	NA	NA	NA	NA	NA	NA	NA			0	4	0%
Alexandra Harris	P	P	P	P	P	A	P	NM	P	NM	P	P			9	1	90%
Mike Ableson	NA	NA	NA	NA	NA	NA	NA	NM	P	NM	A	P			2	1	67%
Eva Kirkman	NA	NA	NA	NA	NA	NA	P	NM	P	NM	A	P			3	1	75%
ALTERNATES																	
Kristy Barrett	P	P	P	P	P	P	P	NM	P	NM	A	P			9	1	90%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	5	4	6	4	4	5	5	0	7	0	5	7	0	0			

KEY:

- A** = Member absent
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Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Museum Board

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																	
Marty Logue	P	P	P	NM	P	P	P	P	P	P	P	P			11	0	100%
Judith Keefer	P	A	P	NM	A	A	A	P	P	P	A	P			6	5	55%
Pat Hughes	A	P	A	NM	P	A	A	A	A	P	P	A			4	7	36%
Jay Shell	P	P	A	NM	P	P	A	P	P	P	P	P			9	2	82%
Bev Erickson	P	P	P	NM	P	P	P	A	P	A	P	P			9	2	82%
Kristy Barrett	P	A	P	NM	P	P	NA	NA	NA	NA	NA	NA			4	1	80%
Alexandra Harris	P	P	P	NM	P	P	P	P	P	P	P	P			11	0	100%
Caroline Ashleigh	NA	NA	NA	NM	NA	NA	P	P	P	P	A	P			5	1	83%
Reserved															0	0	#DIV/0!
ALTERNATES																	
Caroline Ashleigh	P	P	P	NM	P	P	NA	NA	NA	NA	NA	NA			5	0	100%
Kristy Barrett	NA	NA	NA	NA	NA	NA	NA	A	A	P	A	P			2	3	40%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	7	6	6	0	7	6	4	5	6	7	5	7	0	0			

KEY: **A** = Member absent
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 Department Head Signature

ARTICLE II. - MUSEUM BOARD

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2005, adopted January 25, 2010, amended article II in its entirety to read as herein set out.

Formerly, article II pertained to the historical board, and derived from the Code of 1963, §§ 1.201—1.210, and Ord. No. 1719, adopted December 20, 1999.

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

Sec. 62-26. - Establishment; composition.

- (a) There is hereby established the museum board for the city which shall consist of seven members who shall serve without compensation. Six of the members shall be appointed by the city commission and shall be qualified city electors. One member shall be the owner of a business located in the city to be appointed by the city manager with the concurrence of the city commission (need not be a resident). A majority of the members of the museum board shall also be members of the Birmingham Historical Society.
- (b) In addition to the seven members of the museum board, the city commission shall appoint one alternate member to serve a term of three years, who shall be a qualified city elector.

(Ord. No. 2005, 1-25-10; Ord. No. 2349, 7-20-20)

Sec. 62-27. - Terms of members.

Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Members of the museum board shall hold office at the pleasure of the city commission. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.

(Ord. No. 2005, 1-25-10)

Sec. 62-28. - Organization.

The museum board shall elect a chairman from its membership annually at its first meeting after the first Monday of July. The city clerk shall be a nonvoting ex officio member of the museum board and shall serve as its secretary; and the city treasurer shall be a nonvoting ex officio member of the museum board and shall serve as its treasurer.

(Ord. No. 2005, 1-25-10)

Sec. 62-29. - Meetings.

The museum board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the museum board. Special meetings may be called by the secretary on the written request of the chairman or any three members of the museum board on at least two days' notice. The museum board shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The museum board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-30. - Expenditures.

The museum board shall have the power to expend such funds as may from time to time be appropriated to it by the city commission or otherwise received by it for the purpose of carrying out the powers and duties of the museum board. An account of all its receipts and expenditures shall be maintained which shall be a public record and property of the city.

(Ord. No. 2005, 1-25-10)

Sec. 62-31. - Powers and duties.

- (a) Mission statement. The Birmingham Museum will explore meaningful connections with our past, in order to enrich our community and enhance its character and sustainability. Our mission is to promote understanding of Birmingham's historical and cultural legacy through preservation and interpretation of its ongoing story.
- (b) In general, it shall be the duty of the museum board to:
 - (1) Collect, arrange, catalogue and preserve historical material including books, pamphlets, maps, charts, manuscripts, papers, records and archives, paintings, statuary and other objects and materials relating to the history of the city and the surrounding area;
 - (2) Procure and preserve narratives of the residents of such area;
 - (3) Collect material of every description relative to the history, and culture of our Oakland County Native American tribes;
 - (4) Collect, prepare and display objects indicative of the life, customs, dress and resources of the residents of this area; and
 - (5) Make available from time to time source materials and historical studies relative to and illustrative of the history of the area.
- (c) The museum board shall have the power, with the assistance of all city public officials, to collect from the public offices in the city reproductions of any records, files, documents, books and

papers which, in the opinion of the museum board are of historical value.

(d) The museum board shall have the power to develop, operate and maintain the 1928 Allen House, 1822 John West Hunter House and John West Hunter Memorial Park, as part of the Birmingham Museum, as a museum and to serve as an advisory authority exercising control and management over this cultural resource.

(e) The museum board shall have the power to raise funds for the exercise of its powers and duties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-32. - Executive director.

There shall be an executive director who shall be an employee of the city. The executive director shall, among other duties as established by the museum board, operate and manage the museum. The executive director shall report to the museum board and shall be appointed, removed and supervised by the city manager. The executive director shall attend all meetings of the museum board.

(Ord. No. 2005, 1-25-10)

Sec. 62-33. - Reports.

The museum board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Birmingham Museum for the preceding 12 months. The museum board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the museum board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of the Birmingham Museum and any of its activities or properties.

(Ord. No. 2005, 1-25-10; Ord. No. 2176, 3-14-16)

Sec. 62-34. - Budget.

The executive director, on behalf of the museum board, will submit a complete itemized budget for the ensuing fiscal year to the city manager based on guidelines established in the city budgetary process.

(Ord. No. 2005, 1-25-10)

Sec. 62-35. - Protection of property.

No person shall take, use, or occupy any property under the control of the museum board except in accordance with such rules and regulations governing such as may from time to time be prescribed by the museum board.

(Ord. No. 2005, 1-25-10)

Secs. 62-36—62-55. - Reserved.



NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, October 6, 2025, the Birmingham City Commission intends to appoint the following position(s) to the Advisory Parking Committee:

- One regular member, small retail, to serve the remainder of a three-year term to expire September 4, 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, October 1, 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.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	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.
Patricia Hardy	4-year resident and owner of Harp's in downtown Birmingham who has experience serving on different boards since 2003.

SUGGESTED ACTION:

To appoint _____ to the Advisory Parking Committee as a regular member, small retail, to serve the remainder of a three-year term to expire September 4, 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 [#90]

1 message

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

Fri, Sep 26, 2025 at 5:04 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Parking
Specific Category/Vacancy on Board (see below)	Board Member
Name	Patricia Hardy
Residential Address	 411 S Old Woodward Ave #829 Birmingham, Michigan 48009 United States
Business Address	 Harp's Lingerie 265 Old South Woodward #829 Birmingham, Michigan 48009 United States
Phone Number *	(249) 229-2762
Email	pathard@comcast.net
By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	
Length of Residence	2021
Occupation	Former Teacher/Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	As a business owner, I certainly have an interest in parking issues. I was appointed to the City of Bloomfield Hills Planning Commission in the 1990's, and ran for the City Commission, in 2003, serving until about 2015. I had the privilege of serving as Mayor twice during my career with the City, as it was a rotational honor. I was also a Member of the Michigan Women's Commission for 5 years, appointed by Governor John Engler.
List your related employment experience	I graduated from Eastern Michigan University in January of 1961, and taught English and History, Jr. High School Level, until I chose to become a stay-at-home-mom. During my free time, I was a community activist, fund raiser for several organization and free lance writer. I am retired from politics and all leadership positions which require a great deal of time. It would be an honor to serve on Parking Board, and I thank you for considering my application.

List your related community activities

Most of my history as a "Community Activist" is described in the above paragraph. I was also very instrumental in saving the City's most historic house, referred to as the Barton Farmhouse, presently situated at the Bowers School

3B

Farm in Bloomfield Hills. We raised over a million dollars over the years, which was a huge undertaking beginning in 2008, a very severe time economically. We never assumed any debt moving and appointing the farmhouse. I was the Board of Preservation Bloomfield's first Chairperson, and Dave Payne was Bloomfield Township Supervisor at the time. It was a first-time coalition of the City of Bloomfield Hills, The Charter Township of Bloomfield Hills, the Bloomfield Hills School District and the Bloomfield Historical Society.

List your related educational experience

I graduated from Eastern Michigan in 1961, and married Tom Hardy, who became an attorney in 1963. We raised four daughters, two of which live in Birmingham, and two live in Ferndale. I have lived a very happy life with enough free time to devote to community service. Harp's is a family run business which was started in 1947 by the legendary Betty Harp and her husband, Elouis. I currently own Harp's with my granddaughter, Jacqueline Hamill, one of Birmingham's youngest entrepreneurs. She works, and I chime in.

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
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ADVISORY PARKING COMMITTEE

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

Terms: Three years

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

7 Regular Members

2 - Retail

1 – Professional Firm

1 – BSD Member

1 – Residential Shopper

2 - Residents

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

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

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Arpin	James J.	313-949-0252	5/9/2022	9/4/2027
410 Southfield Road			Resident (engineer/consultant)	
Birmingham	48009	<i>jjarpin@gmail.com</i>		
Esshaki	James	(248) 420-9999	8/25/2025	9/4/2026
4224 Orchard Way			Retail	
Bloomfield Hills	48301	<i>jpesshaki@gmail.com</i>		
Ford	Aaron	(248) 530-1257	Staff Liaison	
151 Martin Street				
Birmingham	48009	<i>aford@bhamgov.org</i>		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Kolb 411 S Old Woodward APT 518 Birmingham	William 48009	(917) 650-3086 <i>wdkolb@gmail.com</i>	1/13/2025 Alternate	9/4/2026
Kozlowski 421 Madison St Birmingham	Kevin 48009	248-930-7485 <i>kevin.kozlowski@gmail.com</i>	8/29/2022 Resident Shopper	9/1/2028
Moody 957 Pleasant Birmingham	Michelle 48009	313-850-8072 <i>mmoody1@yahoo.com</i>	5/22/2023 Resident	9/1/2028
Petcoff 463 Henley Birmingham	Mary-Claire 48009	(410)-991-1460 <i>mcp@wwrplaw.com</i>	8/28/2023 Alternate	9/4/2026
Silverman 1200 Latham Birmingham	Lisa 48009	248-642-3337 <i>lisas229@aol.com</i>	10/7/2019 Professional Firm	9/1/2028
Taddei 112 Peabody Birmingham	Michele 48009	(248) 275-3125 <i>fullercentralpark</i>	10/10/2024 BSD member	9/4/2027
Vacated	9/4/2024		Small Retail	9/4/2027



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

MOTION: Motion by Commissioner Baller, seconded by Commissioner Boutros

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

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

ABSENT: None

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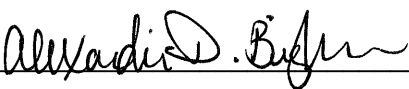
Nays,	None
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Absent,	None
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Passed, adopted and approved this 2nd day of October 2023.

CERTIFICATION

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



Alexandria Bingham, City Clerk

CITY OF BIRMINGHAM

RESOLUTION NO. 05-139-17

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

THE CITY OF BIRMINGHAM RESOLVES:

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

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

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

I. Downtown Commercial Representatives –

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

II. Downtown Employee Representative – One (1) member

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

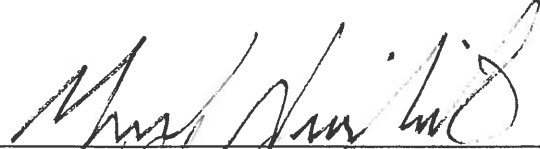
IV. Resident Shopper – One (1) member

The city commission may appoint two alternate members who own property, own a business or work in the parking assessment district to serve as needed on the Advisory Parking Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Advisory Parking Committee in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the Advisory Parking Committee.

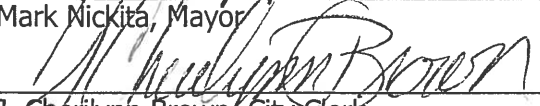
Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

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

Dated this 22nd day of May, 2017.

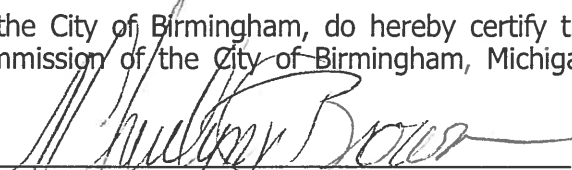


Mark Nickita, Mayor



J. Cherilynn Brown, City Clerk

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



J. Cherilynn Brown, City Clerk

05-152-00: INTERVIEW FOR ADVISORY PARKING COMMITTEE

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

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

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

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

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

10-258 -19 AMEND ADVISORY PARKING COMMITTEE MEMBERSHIP

City Manager Valentine presented this item.

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

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

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

VOTE: Ayes: 5
 Nays: 0
 Absent: 2

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

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

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

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

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

AND

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

AND

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

AND

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

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ZONING APPEALS

At the regular meeting of Monday, October 6, 2025, the Birmingham City Commission intends to appoint three regular members to the Board of Zoning Appeals to serve three-year terms to expire October 10, 2028 and one alternate member to serve the remainder of a three-year term to expire February 18, 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, October 1, 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.
Richard Lilley	60+ year resident with a bachelor of business administration who is currently serving on the board as a regular member.
Ron Reddy	8-year resident with degrees in electrical engineering and public administration who has served on the board since 2019.

SUGGESTED ACTION:

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

To appoint _____ as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 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 [#85]

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

Wed, Sep 10, 2025 at 1:16 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	Richard Lilley
Residential Address	 648 CHERRY CT BIRMINGHAM, MI 48009 United States
Business Address	 648 CHERRY CT BIRMINGHAM, MI 48009 United States
Phone Number *	(248) 594-6737
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.	dicklilley@icloud.com
Length of Residence	60+ years
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Currently serving a second term as a regular member of the BZA
List your related community activities	Board of Zoning Appeals Birmingham Shopping District/Special Events committee 29 year volunteer Cranbrook House and Gardens/Special Projects Manager
List your related educational experience	BBA-Walsh College 1975
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	No

3C

applied?

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



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#87]

1 message

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

Mon, Sep 22, 2025 at 11:08 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)	Board of Zoning Appeals Regular Member
Name	Ron Reddy
Residential Address	 763 Wallace Street Birmingham, MI 48009 United States
Phone Number *	(313) 820-7491
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.	ron.reddy01@gmail.com
Length of Residence	Since July 2018
Occupation	Retired
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I've been a member of the Birmingham Board of Zoning Appeals since October of 2019. Prior to moving to Birmingham, I resided in the City of Bloomfield Hills. I was a member of the Bloomfield Hills Board of Zoning Appeals for four years and ultimately served as its chair.
List your related employment experience	I'm a retired federal law enforcement official with extensive experience in local and state governance.
List your related community activities	I'm currently a Board of Zoning Appeals member. I'm also a member of the Board of Commissioners for the Detroit Crime Commission (a 501c(3) non-profit based in metro Detroit).
List your related educational experience	I have a BS in Electronic Engineering and a Masters in Public Administration.
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- Re: Notice of Intention to Appoint Board Members - Board of Zoning Appeals

Ron Reddy <ron.reddy01@gmail.com>

Mon, Sep 22, 2025 at 11:55 AM

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

Cc: Jeff Zielke <jzielke@bhamgov.org>

Good afternoon

I'll be out of town on the 6th. I've filled out the online application.

Please find a letter attached for the City Commissioners to consider my reappointment to the BZA

Best

Ron Reddy

On Wed, Sep 10, 2025 at 11:08 AM Office of the City Clerk <clerksoffice@bhamgov.org> wrote:

You are receiving this email because your board appointment is expiring.

If you are interested in reapplying, please do so as soon as possible. You can fill out applications [online here](#). Applications are due by noon on Wednesday, October 1, 2025. More details are provided in the attachment below.

If you have any questions, don't hesitate to ask.

Have a great day,

--

Birmingham Clerk's Office

City of Birmingham

151 Martin Street

Birmingham, MI 48009

(248) 530-1880 Office Direct

(248) 530-1080 Fax

elections@bhamgov.org

Important Note to Residents

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

 **Reddy BZA Letter.pdf**
244K

Birmingham City Commissioners

September 22, 2025

Dear Commissioners:

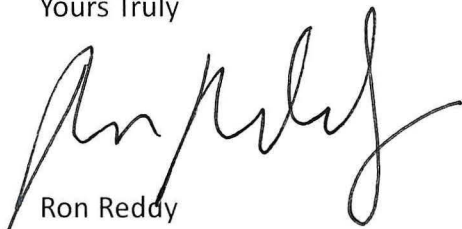
I apologize for not being able to attend the October 6, 2025 meeting to be interviewed for the position of regular member of the Board of Zoning Appeals (BZA). My wife and I are on an extended overseas vacation (long planned).

I would ask that you please consider me for the re-appointment to the BZA. I've been a member of the BZA since October of 2019. First as an alternate, then as a regular member. My attendance over the years has been good and I always try to make decisions impartially based on facts presented and the Birmingham Zoning Ordinances.

I have always enjoyed public service. I'm a retired federal law enforcement official and still want to give back to my community. Prior to moving to Birmingham, I served on the BZA for the City of Bloomfield Hills.

I respectfully request that you appoint me to another three-year term as a regular member of the Birmingham BZA.

Yours Truly

A handwritten signature in black ink, appearing to read 'Ron Reddy', with a stylized, cursive script.

Ron Reddy

763 Wallace Street

Birmingham



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
Kona 439 W. Merrill St	Carl	(248)540-2810 <i>carlsbox@hotmail.com</i>	4/25/2022 Regular Member	10/10/2025
Lilley 648 Cherry Ct.	Richard	248-594-6737 <i>dicklilley@icloud.com</i>	9/6/2018 Regular Member	10/10/2025
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	10/10/2025
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															8	2	80%
Jason Canvasser	P	P	P	P	A	A	A	P	P	A															6	4	60%
Kevin Hart	P	P	P	P	P	P	P	P	A	P	A														8	2	80%
Carl Kona	P	P	P	P	P	P	P	P	P	CP															9	0	100%
Richard Lilley	P	A	A	P	P	P	P	P	P	CP															7	2	78%
John Miller	A	P	A	A	P	P	P	P	P	A															6	4	60%
Ron Reddy	P	P	P	P	P	P	P	P	P	CP	P														10	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															5	4	56%
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	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

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

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
- P** = Member present or available
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- 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: 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
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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 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

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 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 HISTORIC DISTRICT COMMISSION

At the regular meeting of Monday October 6, 2025, the Birmingham City Commission intends to appoint the following position to the Historic District Commission:

- One regular member to serve the remainder of a three-year term 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, October 1, 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.

Commission Duties

The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the City with primary emphasis upon the City's established historic districts, sites, properties and historic resources. The Historic District Commission is also authorized to recommend for the guidance of the City Commission amendments to the City code relating to the control and development of lands within historic districts.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Qualifications
	• A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. • Must be a resident
Michael Willoughby	35-year resident and architect who has served on the board for the last 15 years.
Ben Motyl	16-year resident and architect with experience in preserving architectural heritage.

SUGGESTED ACTION:

To appoint _____, as a regular member to the Historic District Commission to serve the remainder of a three-year term to expire 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 [#88]

1 message

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

Tue, Sep 23, 2025 at 3:02 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	historic district commision
Specific Category/Vacancy on Board (see below)	?
Name	michael willoughby
Residential Address	 667 greenwood birmingham, mi 48009 United States
Business Address	 880 s old woodward suite 210 birmingham, mi 48009 United States
Phone Number *	(248) 760-8903
Email	michael@mwa-architects.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	35 years
Occupation	architect
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	i've been on the commision for 15 years and have been a helpful contributor
List your related employment experience	architect
List your related community activities	past birmingham architectural review committee past community house board member past greening of detroit board member current cranbrook properties committee member
List your related educational experience	bs architecture

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 [#91]

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

Mon, Sep 29, 2025 at 10:26 AM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	Historic District Commission
Name	Ben Motyl
Residential Address	 1859 Yorkshire Road Birmingham, MI 48009 United States
Business Address	 500 Griswold Street, Suite 1700 Detroit, MI 48226 United States
Phone Number *	(215) 704-4198
Email	benmotyl@gmail.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	16 Years
Occupation	Architect

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

As a licensed architect with 17 years of professional experience and a proud resident of Birmingham, I am deeply committed to preserving the architectural heritage and character of our community. My background has equipped me with a strong understanding of historic preservation principles, design integrity, and the importance of maintaining the cultural fabric of neighborhoods.

Throughout my career, I've worked on a range of projects that required thoughtful integration of new design within historic contexts. I bring overall design expertise, technical expertise, a collaborative mindset, and a deep appreciation for Birmingham's architectural legacy. I believe my professional insight can help the committee make informed decisions that balance preservation with thoughtful progress.

Serving on the Historic District Committee would be a meaningful way for me to give back to the city I call home, and I am enthusiastic about the opportunity to contribute to its continued stewardship.

List your related employment experience	SMITHGROUP, Architect IV, Associate-17 years
List your related community activities	Wife owns a Dental practice in Birmingham
List your related educational experience	Thomas Jefferson University (5 year, Bachelors of Architecture)
To the best of your knowledge, do you or a member of your immediate family have any	None

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.

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



HISTORIC DISTRICT COMMISSION

Ordinance #1880

Terms: 3 years

Members: A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If available, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

Duties: The function and duty of the Historic District Commission is to advise the City Commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The Commission is also authorized to recommend for the guidance of the City Commission amendments to the City Code relating to the control and development of lands within historic districts.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Collins 958 Pleasant	Timothy	<i>tpcollins@comcast.net</i>	9/23/2024 historical preservation organization member	9/25/2027
Debbrecht 564 Frank St	Gigi	(248) 882-9906 <i>gigidebrecht@yahoo.com</i>	12/3/2018 realtor	9/25/2027
Deyer 1283 Buckingham	Keith	(248) 642-6390 <i>kwdeyer@comcast.net</i>	9/25/2006	9/25/2026
Dukas 1352 Suffield	Natalia	(248) 885-8535 <i>nataliadukas@yahoo.com</i>	9/9/2013	9/25/2028
Jaye 288 Ravine	Mary	(248)760-9638 <i>mejaye@gmail.com</i>	1/9/2023 Alternate	9/25/2028

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
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	12/3/2018	9/25/2027
Lemberg 648 S. Bates	Steven	(248) 971-9494 <i>slemberg@comcast.net</i>	12/8/2020 Alternate	9/25/2028
Vacated	9/15/2025		regular member	9/15/2028

Historic District Commission ATTENDANCE RECORD

Name of Board: Historic District Commission
Members Required for Quorum: 4

Year: 2025

MEMBER NAME	1/15	2/5	2/19	3/19	4/2	4/16	5/7	5/21	6/4	6/18	7/2	7/16	8/6	8/20	9/3	9/17	11/5	11/19	12/3	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
GIGI DEBBRECHT	CM	CM	P	CM	P	CM	P	A	CM	P	CM	P	CM	P	CM							6	1	86%
KEITH DEYER	CM	CM	P	CM	A	CM	A	P	CM	A	CM	P	CM	A	CM							3	4	43%
NATALIA DUKAS	CM	CM	A	CM	A	CM	P	P	CM	P	CM	P	CM	P	CM							5	2	71%
TIMOTHY COLLINS	CM	CM	P	CM	P	CM	P	P	CM	A	CM	P	CM	A	CM							5	2	71%
MICHAEL WILLOUGHBY	CM	CM	P	CM	P	CM	A	P	CM	A	CM	A	CM	A	CM							3	4	43%
DUSTIN KOLO	CM	CM	A	CM	P	CM	A	P	CM	P	CM	A	CM	P	CM							4	3	57%
PATRICIA LANG	CM	CM	A	CM	A	CM	P	P	CM	A	CM	A	CM	A	CM							2	5	29%
ALTERNATES																								
STEVEN LEMBERG	CM	CM	P	CM	P	CM	P	A	CM	P	CM	P	CM	P	CM							6	1	86%
MARY JAYE	CM	CM	P	CM	P	CM	A	P	CM	A	CM	A	CM	P	CM							4	3	57%
Present or Available	0	0	6	0	6	0	5	7	0	4	0	5	0	5	0	0	0	0	0	0	0			

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **HISTORIC DISTRICT COMMISSION** Year: **2024**

Members Required for Quorum: **4**

MEMBER NAME	1/3	1/17	2/7	2/21	3/6	3/20	4/3	4/17	5/1	5/15	6/5	7/3	8/7	8/21	9/4	9/18	11/6	12/4	12/18	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																						
John Henke	CM	P	A	A	A	CM	CM	CP	A	CM	P	CM	CM	CM	CM	CM	NA	NA	NA	2	4	33%
Keith Deyer	CM	A	A	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	P	CM	4	5	44%
Gigi Debbrecht	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	P	CM	7	2	78%
Natalia Dukas	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	A	CM	6	3	67%
Dustin Kolo	CM	A	P	P	P	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	P	CM	6	3	67%
Patricia Lang	CM	P	P	P	P	CM	CM	CP	P	CM	A	CM	CM	CM	CM	CM	A	A	CM	5	3	63%
Michael Willoughby	CM	P	P	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	A	A	CM	5	4	56%
Timothy Collins	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	CM	2	0	100%
ALTERNATES																						
Steven Lemberg	CM	P	A	A	P	CM	CM	CP	A	CM	A	CM	CM	CM	CM	CM	P	P	CM	4	4	50%
Mary Jaye	CM	P	P	P	A	CM	CM	CA	P	CM	P	CM	CM	CM	CM	CM	P	A	CM	6	3	67%
																				0	0	#DIV/0!
TOTAL	0	5	6	7	5	0	0	0	7	0	7	0	0	0	0	0	5	5	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: **HISTORIC DISTRICT COMMISSION** Year: **2023**

Members Required for Quorum: **4**

MEMBER NAME	1/4	1/18	2/1	2/15	3/1	3/15	4/19	5/3	5/17	6/7	7/5	7/19	8/2	8/16	9/6	9/20	10/4	10/18	11/1	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																									
John Henke	P	P	CM	P	A	A	P	CM	A	P	CM	P	P	P	P	P	CM	P	P	CM	A	CM	12	4	75%
Keith Deyer	P	P	CM	P	P	P	A	CM	P	P	CM	A	A	A	A	A	CM	P	P	CM	P	CM	10	6	63%
Gigi Debbrecht	P	P	CM	P	A	P	P	CM	P	P	CM	P	P	P	A	P	CM	P	P	CM	P	CM	14	2	88%
Natalia Dukas	P	P	CM	A	P	P	P	CM	P	A	CM	A	A	P	P	P	CM	P	P	CM	A	CM	11	5	69%
Dustin Kolo	P	P	CM	P	A	A	P	CM	P	P	CM	A	P	P	P	A	CM	P	P	CM	P	CM	12	4	75%
Patricia Lang	A	P	CM	P	P	P	P	CM	A	P	CM	A	P	A	A	A	CM	P	P	CM	A	CM	9	7	56%
Michael Willoughby	P	P	CM	P	A	P	P	CM	P	A	CM	P	A	P	P	A	CM	P	P	CM	P	CM	12	4	75%
ALTERNATES																									
Steven Lemberg	A	P	CM	A	P	A	A	CM	P	A	CM	P	P	P	P	P	CM	A	P	CM	A	CM	9	7	56%
Mary Jaye	NA	A	CM	P	P	P	P	CM	A	P	CM	P	P	P	P	A	CM	P	A	CM	P	CM	11	4	73%
Ian Weinberg (Stdnt)	NA	NA	NA	NA	NA	P	P	CM	P	P	CM	P	P	P	A	A	CM	A	P	CM	A	CM	8	4	67%
TOTAL	6	8	0	7	5	6	7	0	6	6	0	5	6	7	6	4	0	8	8	0	5	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

Sec. 127-6. Historic district commission.

- (a) The city commission may establish a commission to be called the historic district commission. Each member of the commission shall reside within the city limits. The commission shall consist of seven members. Members shall be appointed by the city commission. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Members shall be appointed for a term of three years, except the initial appointments of three members for a term of two years and two members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the commission, interim appointments shall be made by the city commission within 60 calendar days to complete the unexpired term of such position. Two members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the state.
- (b) The city commission may appoint two alternate members to serve as needed on the historic district commission during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the historic district commission 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 historic district commission.
- (c) The commission shall, from its appointed members, elect a chairman and vice-chairman. Each officer will serve a one-year term and may be re-elected. The chairman shall preside over the commission and shall have a 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 an authorized representative shall act as secretary of the commission and shall keep a record of all its proceedings.
- (d) The commission may call upon the city manager for such services and data from the various departments as it may require. The commission 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.
- (e) The city commission may prescribe powers and duties of the commission, in addition to those prescribed in this chapter, that foster historic preservation activities, projects, and programs in the local unit.
- (f) Members of the commission 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 sufficient reason exists, as determined and defined by the city commission in its sole discretion, for the removal of a member of the commission. The decision by the city commission to remove a member shall be final and binding upon such member of the commission and no appeal shall arise therefrom.
 - (2) As used in this section, the term "public hearing" is defined 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 commission. 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 commission. 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 of not to exceed 30 minutes. The affected member of the commission 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.

- (3) This section shall not be construed as creating or bestowing upon a member of the commission any employment status, property interest or any vested interest or right to continued membership on the commission.
- (g) It shall be the function and duty of the commission to advise the city commission with respect to the proper development of the city with primary emphasis upon the city's established historic districts, sites, properties and historic resources. The commission is also authorized to recommend for the guidance of the city commission amendments to the City Code relating to the control and development of lands within historic districts.

(Ord. No. 1880, 7-24-06; Ord. No. 1976, 10-13-08; Ord. No. 2201, 10-10-16)

Sec. 127-7. Historic district commission meetings, recordkeeping and rules of procedure.

- (a) The historic district commission shall meet at least quarterly or more frequently at the call of the commission. Not later than April 1 of each year, the commission 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 the commission shall be held at least annually at a time designated by the mayor.
- (b) The business that the commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the commission.
- (c) At least four members of the commission shall constitute a quorum for the transaction of its business. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this chapter.
- (d) The commission shall keep a record of its resolutions, proceedings, and actions. A document prepared, owned, used, in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.

(Ord. No. 1880, 7-24-06)



NOTICE OF INTENTION TO APPOINT TO THE DESIGN REVIEW BOARD

At the regular meeting of Monday, October 6, 2025, the Birmingham City Commission intends to appoint the following positions to the Design Review Board:

- One regular member to serve the remainder of a three-year term to expire September 25, 2028
- Two alternate members to serve the remainder of 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, October 1, 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.
Michael Willoughby	35-year resident and architect who has served on the board for the last 15-years.

SUGGESTED ACTION:

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

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

To appoint _____ as an alternate member to the Design Review Board to serve the remainder of a three-year term to expire 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 [#89]

1 message

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

Tue, Sep 23, 2025 at 3:14 PM

Reply-To: no-reply@wufoo.com

To: clerksOffice@bhamgov.org

Board/Committee of Interest	design review board
Name	michael willoughby
Residential Address	 667 greenwood 667 greenwood , mi 48009 United States
Business Address	 880 s old woodward suite 210 birmingham, mi 48009 United States
Phone Number *	(247) 760-8903
Email	michael@mwa-architects.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	35 years
Occupation	architect
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	see application for the historic district commission. all of the below answers are the same
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	First Name	Home Business E-Mail	Appointed	Term Expires
Rasawehr	Julijana	(586)201-5470	9/20/2021	9/25/2027
221 Baldwin Road		<i>jmisich@yahooo.com</i>	Planning & zoning director	

Vacated	9/15/2025		Alternate	9/25/2028
Vacated	9/15/2025		Alternate	9/25/2028
Vacated	9/15/2025		Regular	9/25/2028

Design Review Board ATTENDANCE RECORD

Name of Board: Design Review Board
Members Required for Quorum: 4

Year: 2025

MEMBER NAME	1/15	2/5	2/19	3/19	4/2	4/16	5/7	5/21	6/4	6/18	7/2	7/16	8/6	8/20	9/3	9/17	11/5	11/19	12/3	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
KEITH DEYER	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							1	1	50%
NATALIA DUKAS	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							1	1	50%
TIMOTHY COLLINS	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							2	0	100%
DUSTIN KOLO	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
PATRICIA LANG	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							0	2	0%
JULIJANA RASAWEHR	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM							2	0	100%
MICHAEL WILLOUGBY	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
ALTERNATES																								
SAMANTHA CAPELLO	CM	CM	CM	CM	P	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							1	1	50%
SAM LANFEAR	CM	CM	CM	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM							0	2	0%
Present or Available	0	0	0	0	5	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0			

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: DESIGN REVIEW BOARD Year: 2024
Members Required for Quorum: 4

MEMBER NAME	1/3	1/17	2/7	2/21	3/6	3/20	4/3	4/17	5/1	5/15	6/5	7/3	8/7	8/21	9/4	9/18	11/6	11/20	12/11	12/6	12/18	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																								
John Henke	CM	P	CM	A	A	CP	CM	CP	A	CM	P	CM	CM	CM	CM	CM	CM	NA	NA	NA	NA	2	3	40%
Keith Deyer	CM	A	CM	P	A	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	4	2	67%
Julie Rasawehr	CM	P	CM	P	A	CP	CM	CA	A	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	2	4	33%
Natalia Dukas	CM	A	CM	P	P	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Dustin Kolo	CM	A	CM	P	P	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Patricia Lang	CM	P	CM	P	P	CA	CM	CP	P	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	4	2	67%
Michael Willoughby	CM	P	CM	P	A	CA	CM	CA	P	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	5	1	83%
Timothy Collins	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	CM	P	CM	CM	CM	1	0	100%
ALTERNATES																								
Samantha Cappello	CM	P	CM	A	P	CA	CM	CA	A	CM	P	CM	CM	CM	CM	CM	CM	P	CM	CM	CM	4	2	67%
Sam Lanfear	CM	A	CM	A	A	CA	CM	CA	A	CM	A	CM	CM	CM	CM	CM	CM	A	CM	CM	CM	0	6	0%
																						0	0	#DIV/0!
TOTAL	0	5	0	6	4	0	0	0	5	0	6	0	0	0	0	0	0	6	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: **DESIGN REVIEW BOARD**

Year: **2023**

Members Required for Quorum: **4**

MEMBER NAME	1/4	1/18	2/1	2/15	3/1	3/15	4/19	5/3	5/17	6/7	7/5	7/19	8/2	8/16	9/6	9/20	10/4	10/18	11/1	11/15	12/6	12/20	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																									
John Henke	P	P	CM	P	A	CM	CM	A	A	P	CM	P	P	CM	CM	CM	CM	P	CM	CM	CM	A	7	4	64%
Keith Deyer	P	P	CM	P	P	CM	CM	A	P	P	CM	A	A	CM	CM	CM	CM	P	CM	CM	CM	P	8	3	73%
Julie Rasaweher	P	P	CM	A	A	CM	CM	P	A	A	CM	P	P	CM	CM	CM	CM	P	CM	CM	CM	A	6	5	55%
Natalia Dukas	P	P	CM	A	P	CM	CM	A	P	A	CM	A	A	CM	CM	CM	CM	P	CM	CM	CM	P	6	5	55%
Dustin Kolo	P	P	CM	P	A	CM	CM	P	P	P	CM	A	P	CM	CM	CM	CM	P	CM	CM	CM	P	9	2	82%
Patricia Lang	A	P	CM	P	P	CM	CM	A	A	P	CM	A	P	CM	CM	CM	CM	P	CM	CM	CM	A	6	5	55%
Michael Willoughby	P	P	CM	P	A	CM	CM	P	P	A	CM	P	A	CM	CM	CM	CM	P	CM	CM	CM	P	8	3	73%
ALTERNATES																									
Samantha Cappello	P	P	CM	P	P	CM	CM	P	A	P	CM	A	P	CM	CM	CM	CM	A	CM	CM	CM	A	7	4	64%
Sam Lanfear	A	A	CM	P	P	CM	CM	A	P	A	CM	P	A	CM	CM	CM	CM	A	CM	CM	CM	A	4	7	36%
Ian Weinberg (Stdnt)	NA	NA	NA	NA	NA	CM	CM	P	P	A	CM	P	P	CM	CM	CM	CM	A	CM	CM	CM	A	4	3	57%
TOTAL	7	8	0	7	5	0	0	4	5	5	0	4	5	0	0	0	0	7	0	0	0	4			

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

ARTICLE V. DESIGN REVIEW BOARD¹

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)

¹Cross reference(s)—Boards and commissions, § 2-171 et seq.

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)

Birmingham City Commission Special Meeting Minutes - Workshop
September 8, 2025
Municipal Building, 151 Martin
6:00 p.m.

Vimeo Link: <https://vimeo.com/1116885569>

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss water and sewer infrastructure with Oakland County Water Resources Commissioner Jim Nash.

I. Call to Order

Therese Longe, Mayor

II. Roll Call

Present: Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Long (arrived 6:04 p.m.)
Commissioner Haig
Commissioner Host
Commissioner Schafer

Absent: None

Staff: City Manager Ecker; Deputy City Clerk Brown, City Engineer Coatta Assistant City Manager Fairbairn, City Attorney Kucharek

III. Presentation and Commission Discussion

A. Presentation from Oakland County

Jim Nash, Oakland County Water (OCW) Resources Commissioner, introduced his team and the item.

Gary Nigro, OCW Field Operations Manager, Carrie Cox, OCW Special Projects Manager, Melissa Taube, OCW Community Engagement Rep, CE Coatta, and ACM Fairbairn presented the item and answered informational questions from the Commission.

B. City Commission Discussion and Comment

Commissioners made the following comments during discussion:

- It could be beneficial for the Commission to speak to the Great Lakes Water Authority (GLWA).
- Flooding is a very challenging topic for Birmingham residents presently.

- Birmingham needs information on expected upcoming OCW capital expenditures in order to plan payments for those updates.
- Since unusually powerful rainstorms are occurring much more frequently, it might be appropriate for pipe diameter standards to be increased in order to accommodate the increased stormwater.
- If Birmingham adds bigger pipes, its flow is increased. The City would have to pay for the increased flow, and would also need to consult with OCW to see whether there would be capacity for increased flow.
- Birmingham would need to collaborate with OCW on any changes that would affect the regional system.
- The Birmingham Commission, City administration, and staff have prioritized and implemented increased infrastructure investments. Thanks were offered to all those collaborating on this work.
- Thanks were offered to OCW Resource Commissioner Nash and his team. Interest in further collaboration with the OCW team was expressed.

IV. Public Comment

David Bloom commented regarding his desire for an encore presentation with the addition of GLWA, a request for updated maps and graphics, and a request for increased guidance from OCW.

Sarah Rubino commented regarding the superlative work the OCW team does and thanked the Commission for its interest in addressing Birmingham residents' stormwater concerns.

Patty Edwards commented regarding the City's water and sewer infrastructure.

David Hocker commented regarding increased retention and perviousness on residential sites, and regarding increased stormwater capacity in the system.

Kristy Barrett concurred with David Hocker, and supported the provision of more information on whether Birmingham Public Schools' stormwater retention systems might have capacity for some of the City's stormwater.

V. Adjourn

The meeting was adjourned at 7:30 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Minutes
September 8, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1116885569>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Deputy City Clerk Brown called the roll.

Present: Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Long
Commissioner Haig
Commissioner Host
Commissioner Schafer

Absent: None

Staff: City Manager Ecker; Senior Engineering Technician Bialik, Deputy City Clerk Brown, Planning Director Dupuis, Assistant City Manager Fairbairn, City Attorney Kucharek, Building Official Zielke

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

Announcements

Appointments

09-263-25 Advisory Parking Committee

Lisa Silverman was interviewed for the appointment.

MOTION: Motion by Long:

To appoint Lisa Silverman to the Advisory Parking Committee as a regular member, professional firm member, to serve the remainder of a three-year term to expire September 4, 2028.

VOICE VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long

Nays: None

Museum Board

Judith Keefer was unavailable for an interview. Appointment was pended to the next meeting.

CC Bingham swore in the present appointees.

Introduction Of Staff

Engineering Department – Brian Bialik

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

Thomas December commented regarding the Engineering Department's and Assistant City Engineer Cory Borton's great work with the Adams Road construction project.

V. CONSENT AGENDA

09-264-25 Consent Agenda

MOTION: Motion by Haig, seconded by Long:
To approve the consent agenda with the omission of Item E.

ROLL CALL VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

- A. Resolution to approve the City Commission regular meeting minutes of August 25, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 27, 2025 in the amount of \$10,137,270.75.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated September 3, 2025 in the amount of \$510,383.88.
- D. Resolution to approve a Special Event Permit as requested by Lutheran Church of the Redeemer to hold the 2025 Christmas Nativity Display daily, beginning on November 26, 2025 and ending December 30, 2025, contingent upon compliance with all permit and insurance requirements and payment of all fees, and further pursuant to any minor modifications or event cancellation that may be deemed necessary by administrative staff leading up to or at the time of the event.
- F. Resolution to approve the appropriations and amendment to the Fiscal Year 2025-2026 Capital Projects Fund budget for bus shelter installation as follows:

Expenditures:		
101.0-701.000-811.0000	Other Contractual Services	(\$17,833.00)
Expenditures:		
403.0-901.020-981.0100	Capital Projects Fund – Capital Outlay	\$17,833.00

- G. Resolution to authorize the Mayor and City Clerk to sign the contract with Avineon, Inc. for the upgrade, deployment and support of ArcGIS Enterprise for the City in the amount not to exceed \$36,300 and further, to approve and amend, the 2025-2026 Information Technology budget as follows:

<u>Information Technology Fund Revenues</u>		
Draw from Fund Balance	636.0-000.000-400.0000	\$36,300
<u>Expenditures</u>		
Computer Maintenance	636.0-228.000-933.0000	\$36,300

- H. Resolution to approve the purchase of a 2026 Ford F350 Regular Cab 4X4 XL DRW Chassis from Bell Equipment Company, located at 78 Northpointe Drive, Lake Orion, MI 48359, through the MI-Deal Contract #240000000166, in the amount not to exceed \$149,946.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funds for this purchase are available in the FY 2025-2026 Auto Equipment Fund account #661.0-441.006.971.0100.

09-265-25 Necessity to Hold Public Hearing on October 6, 2025 at 4:30 p.m. to Satisfy Sec. 50-42 Requiring Condemnation of a Dangerous Structure

Staff answered an informational question from the Commission.

MOTION: Motion by Haig, seconded by Host:
To set a public hearing date of October 6, 2025 at 4:30 in the afternoon to consider condemnation of the structure at 611 Elm Street (a/k/a 635 Elm Street) as unfit for human habitation and a menace to the health, morals, and/or safety of the public and is a public nuisance requiring demolition.

VOICE VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

VI. CITY MANAGER’S REPORT

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

09-266-25 Multi-Modal Transportation Board (MMTB) Ordinance

CA Kucharek, PD Dupuis, and CM Ecker presented the item.

Commissioners raised the following points during discussion:

- The City has implemented a new road improvement process in the last few years, and sometimes the engagement from residents during the process has resulted in challenging MMTB meetings. It was understandable that members of the MMTB were considering their role in the process.
- Looking at the emotions within this process is important, and could help inform how this process could be improved.
- While sometimes the Commission implements options other than the MMTB’s recommendations, sometimes additional MMTB feedback is sought by the Commission as well.
- It could be necessary to better educate the public about the role of the MMTB as well.
- The Commission relies on boards to do deeper analysis of items in order to inform the Commission’s deliberations.
- This is only a pause on the MMTB’s meetings so the Commission may provide clearer guidance.
- At the August 7, 2025 MMTB meeting, residents expressed confusion about the purpose of the meeting.
- The majority of the City’s boards are advisory.
- It will be valuable to hear from the MMTB members present this evening.
- MMTB members should not be the recipient of residents’ frustration.
- While some have characterized the Commission’s process as redesigning a road during review, the Commission actually selected a lower-cost item.
- The challenges in the process could possibly be reduced via longer-term planning, improved communication, and revised funding mechanisms.
- Increasing the MMTB’s ability to provide feedback on costs could be useful.
- Benchmarking Birmingham’s received bids relative to peer municipalities’ costs for comparable projects could be helpful.
- Alternatively, Birmingham is not able to influence bid costs for projects, even if peer municipalities’ costs are lower.
- Projects cannot be sufficiently benchmarked by the time they are presented to the MMTB because they are not fully designed by that point. The City would have to spend the money designing every option in order to have sufficient comparison data.
- The Engineering Department could provide the MMTB with past cost experience and estimated cost orders of magnitude for different project options. The MMTB could evaluate project options with that information included.
- Birmingham is well-known to be an engaged and proactive community. Bidders anticipate a fair amount of community, Commission, and administrative engagement, and price their projects in part to cover the costs of doing that work.
- The MMTB could rank options and explain their reasons for those rankings in advising the Commission.
- The context in which the MMTB functions has shifted since any of the Commissioners have served on the MMTB.
- When a substantial change in project conditions occurs between MMTB review and Commission review, it is understandable that the Commission would have to factor in the new information.
- It could be beneficial to have a joint meeting where a discussion on the purpose of the MMTB can occur.
- While a joint meeting could be valuable, a standard workshop before a Commission meeting would likely be insufficient to adequately discuss the concerns.
- It could be appropriate to limit the MMTB to multi-modal decisions, instead of engineering decisions as well.

- Residents on Shirley and Arlington were advised multiple times that if wider road widths were maintained after the road improvements, it would result in increased speeds. Resident dissatisfaction with increased speeds after the project was completed was neither the Commission's nor the Board's burden.
- It could be beneficial for staff to make recommendations about how the ordinance for the MMTB could be changed, and to have that as a discussion starting point for the joint meeting.
- It could be valuable for the MMTB to have its own discussion about this process, and then for the MMTB to determine what should be brought forward from that meeting to a joint meeting with the Commission.
- Wimbledon Phase Two could be addressed by the Commission so that it is not delayed while broader MMTB process considerations are deliberated.
- Using a desirability, viability, and feasibility (DVF) framework for evaluating MMTB options within a project is valuable.
- A pause was implemented in part because the MMTB was expressing a lack of clarity about its role, because it did not handle the agenda item brought to them at the August 7, 2025 meeting, because of behavior towards staff, and because discussions of quitting or disbanding the MMTB were raised.
- The Commission values each member of the MMTB.

Public Comment

Gordon Davies supported the City or Commission determining whether a road should be improved or unimproved, and then the MMTB could determine the best road design for that context.

Patrick Hillberg supported revising the economic assumptions the City uses to guide road improvements.

David Hocker shared comments on behalf of Laura Engelland, who supported communicating to residents that advisory boards make recommendations, clarifying the road funding decision process for residents, and applying a DVF framework to evaluating road project proposals.

Mr. Hocker concurred with Mr. Davies, and supported revising the road review process in order to clarify for residents information on speeds, costs, design, safety, and other factors.

Rosie Kuhl supported allowing the MMTB to engage in a reflective process that could empower them to make more useful recommendations moving forward.

MOTION: Motion by Baller, seconded by Host:

To let the MMTB meet for the purpose of what they want to say to us at the joint meeting, no other business, to ask the City administration how they would revise this ordinance, and to set a meeting that is at least two hours long for all of us to get together.

Commissioner comment on the motion was as follows:

- This would not remove the pause. It would allow for one special MMTB meeting to occur during the pause.
- All three points should be done expeditiously.
- This is an opportunity for discussion among the MMTB because ideas occur when people talk.

Public Comment

Paul Reagan supported the MMTB being permitted to create road design templates, being able to consider broad cost information, and allowing the MMTB to generate goals for a joint meeting before a joint meeting occurs.

ROLL CALL VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long

Nays: None

09-267-25 320 Martin Construction Staging and Construction

CE Coatta presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Bates would be closed to through traffic for a portion of the project.
- Sending traffic down Martin should be reconsidered since it might contribute to increased gridlock. Sending the traffic to Brown might reduce the gridlock.
- This project could be challenging for nearby businesses and organizations, will render 19 on-street parking spaces unavailable for regular use, and will cost the City \$160,000 if the project is not charged for their use of the parking spaces.
- The staging has to occur closest to where the construction would occur.
- Since Talullah has not attended any meetings to express concern about the project, it would be acceptable to trust that no significant concern has arisen.
- The Commission’s discussion of this project is important since residents will want to feel there was due consideration of the impacts.
- Given the scale of this project, the applicant should be permitted to close the roads as requested.
- The Surnows are good residents of Birmingham, and have expressed interest in doing what is fair.
- It would be useful to know whether the City has charged for the use of parking spaces for construction staging before. This could help inform whether the applicant should be charged for use of parking spaces in this case.
- It could also be appropriate to review the City’s policy on charging for construction staging parking space use.
- The alley behind the stores on Maple will still be accessible.

Sam Surnow, representative for the project, and Richard Check, construction manager for the project, spoke on behalf of the item.

MOTION: Motion by Baller, seconded by Host:
To approve a Construction Staging Area and Construction Coordination Agreement with 320 Investments LLC and The Alan Group for the coordination of construction activities related to 320 Martin on S. Bates Street, Maple Road, and Martin Street, and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City, with the condition that there may be a potential amendment to the agreement to add the cost of parking once that has been determined by the City Commission at a later date.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

The Mayor asked the applicant to be considerate of residents’ convenience during the project.

Commission Discussion On Items From A Prior Meeting
Commission Items for Future Discussion

IV. REMOVED FROM CONSENT AGENDA

- A. 400 East Lincoln

XI. REPORTS

- A. Commissioner Reports
1. Notice of Intention to Appoint to the Principal Shopping District
 2. Notice of Intention to Appoint to the Board of Zoning Appeals
 3. Notice of Intention to Appoint to the Multi-Modal Transportation Board
- B. Commissioner Comments

Commissioner Long informed the Commission that the SCC was seeking feedback from the Commission on next steps.

- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
1. Woodward Dream Cruise 2025

INFORMATION ONLY

XII. ADJOURN

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



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Minutes
September 15, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1118863989>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor Longe
MPT Baller
Commissioner Emerine
Commissioner Long
Commissioner Haig
Commissioner Host
Commissioner Schafer

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Human Resources Manager Cilluffo, Planning Director Dupuis, Assistant City Manager Fairbairn, Police Chief Grewe, City Attorney Kucharek

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

Announcements

Appointments

09-268-25 Design Review Board

Natalia Dukas was interviewed for the appointment.

MOTION: Motion by Host:
To appoint Natalia Dukas as a regular member to the Design Review Board to serve a three-year term to expire September 25, 2028.

VOICE VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

09-269-25 Historic District Commission

Natalia Dukas was interviewed for the appointment.

MOTION: Motion by Long:
To appoint Natalia Dukas as a regular member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

VOICE VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

09-270-25 Historic District Commission

Steven Lemberg was interviewed for the appointment.

MOTION: Motion by Baller:
To appoint Steven Lemberg as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

VOICE VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

09-271-25 Historic District Commission

Mary Jaye was interviewed for the appointment.

MOTION: Motion by Host:
To appoint Mary Jaye as an alternate member to the Historic District Commission to serve a three-year term to expire September 25, 2028.

VOICE VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

CC Bingham swore in the present appointees.

Introduction Of Staff
Human Resources – Tyresse Ferguson

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

Danny Seidman supported making Poppleton Park an all-ages, all-abilities, neighborhood-first space and supported limitations on any new parking along Oxford.

Andy McMechan commented regarding an upcoming event at Greenwood Cemetery.

Kristy Barrett commented regarding next steps for the YMCA, Next, and 400 E. Lincoln.

V. CONSENT AGENDA

09-272-25 Consent Agenda

MOTION: Motion by Baller, seconded by Host:
To move Items B and C.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

- B. Resolution to claim an exemption from the Publicly Funded Health Insurance Contribution Act 2011 PA 152. Further, to direct the City Engineer and Finance Director to sign the Annual Certification for Employee-related condition for the year 2025 and submit the required form to the Michigan Department of Transportation as required by Public Act 51.
- C. Resolution to claim an exemption from the Publicly Funded Health Insurance Contribution Act 2011 PA 152. Further, to direct the City Engineer and Finance Director to sign the Annual Certification for Employee-related condition for the year 2025 and submit the required form to the Michigan Department of Transportation as required by Public Act 51.

09-273-25 Resolution to approve the warrant list, including Automated Clearing House payments, dated September 10, 2025 in the amount of \$40,762,011.22

The Mayor pulled Item A to highlight how tax dollars paid to the City are spent.

She also noted that residents could find more information on tax dollar allocations [halfway down the page](#) on the City’s webpage for property tax information.

MOTION: Motion by Long, seconded by Host:
To approve the warrant list, including Automated Clearing House payments, dated September 10, 2025 in the amount of \$40,762,011.22.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

09-274-25 Thanking Bert Koseck, Mary-Claire Petcoff, and Aditya Oberoi for their Board Service

Commissioner Haig pulled Items D, E, and F to thank Burt Koseck, Mary-Claire Petcoff, and Aditya Oberoi for their service on City boards, and recommended that listeners read Bert Koseck’s letter, which can be found in Item 5D of the agenda packet.

MOTION: Motion by Haig, seconded by Long:
To approve Items D, E, and F on the consent agenda.

VOICE VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

VI. CITY MANAGER’S REPORT

CM Ecker presented the report.

VII. UNFINISHED BUSINESS

Ad Hoc Senior/Recreation Center Committee (SCC) - City Commission Direction

CM Ecker and CA Kucharek presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Redefining the SCC’s vision statement, goals, and objectives is appropriate, and having a joint meeting between the Commission and the SCC could be productive once some preliminary factors are clarified.
- Filling the vacancy on the SCC should be contingent on the future meeting schedule and potentially changed requirements.
- The community survey could be used to explore future options for 400 E. Lincoln.
- Further steps must be considered within the context of three extant commitments to Next, the YMCA, and Birmingham Public Schools.
- An \$8 million federal grant, intended to be used towards this project and to offset taxpayer cost, did not ultimately materialize.
- The YMCA’s participation in this process so far has been influenced by a number of financial and operational factors. There were reasons the YMCA chose to sell the property at 400 E. Lincoln.
- The YMCA is a valued member of this community, which is why the Commission worked towards its participation in this project.
- Birmingham resident membership for both Next and the YMCA are around 30%.
- There was hope the YMCA would continue offering scholarship and summer camp services within Birmingham moving forward.
- The present building would require a number of upgrades to remain operational. Investing money into the present building is likely inappropriate.
- It might be appropriate to consider alternate locations for Next, and alternate uses for 400 E. Lincoln.
- It is likely inappropriate to have parts of 400 E. Lincoln that would not be used while Next occupies the space, because maintenance and operational costs would still exist. It may also not be an appropriate option to co-locate City offices and Next at 400 E. Lincoln.

- It might be possible to locate Next somewhere else within the Birmingham School District.
- The Commission exists to serve Birmingham residents, including its seniors.
- The Commission should determine during the present discussion whether the YMCA will be included in any future planning for 400 E. Lincoln.
- It would be important to determine whether renovating the present building, plus the attendant operational costs, or building a new building with the attendant operational costs would be more cost effective.
- 400 E. Lincoln was a valuable purchase for the City.
- Creative solutions are worth further exploration. A smaller building could be built for Next on the property, a portion of the property could be left for future collaboration and development, a staged building process could be planned, or other options.
- 400 E. Lincoln is unlikely to have a pool in operation in the future.
- Since Next could occupy the present building at 400 E. Lincoln for a period of time, this process is not under the same time constraints as it previously was.
- The NORR data on the operational costs of the building had included the pool, and so does not necessarily reflect future operational costs.
- It should be clarified whether this project has a 'vision' statement or 'mission' statement. Whichever it is should be more specific about whether it is focused on Next, 400 E. Lincoln, and/or something else.
- Former City Manager Markus invested significant effort in trying to find a future home for Next.
- The present lease between the YMCA and the City included some provisions for cost sharing.

Public Comment

Mike Clift supported creating a community center at any optimal location with Next and a recreation and fitness center.

Christine Long commented regarding Next’s need to move out of Midvale in Spring 2027.

Cris Braun, Executive Director of Next, commented regarding the process so far, Next’s interest in occupying 400 E. Lincoln while improving it in phases, and Next’s sufficient financial resources.

Paul Reagan supported pursuing more affordable options for Next and for additional City offices both separate from 400 E. Lincoln, and for seeing whether the YMCA could continue to operate at 400 E. Lincoln.

George Dilgard supported determining the updated renovation and operating costs if Next were to occupy the present building for three to four years and bonding in the future for a senior and community center.

Kristy Barrett commented regarding Next’s presentations and the financing of this or related projects.

Staff answered an informational question from David Hohendorf.

09-275-25 Recess

MOTION: Motion by Baller, seconded by Long:
To take a five minute recess.

VOICE VOTE
Ayes: Baller, Emerine, Schafer, Haig, Host, Longe, Long
Nays: None

VIII. NEW BUSINESS

09-276-25 Community Survey

ACM Fairbairn presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- The goal is to clarify the community’s priorities.
- It was difficult to evaluate the response since the questions asked to the potential consultants were not provided to the Commission.
- This proposal seemed to propose insufficient collaboration with residents.
- The cost estimate seemed to be built off of a boilerplate survey.
- Space for comments in the responses will be important.
- It will be important to have a statistically significant sample of resident responses, and to know how it will be approached if a statistically significant example is not reached in the first round of surveying.
- These are experts in running surveys, and hopefully their work merits the Commission's trust.
- 27% of Birmingham residents voted in the last Presidential election. Residents tend to be very engaged when affected, and disengaged when they are not affected. It would be beneficial to engage the residents that do not vote.
- It would be beneficial for the Commission to weigh in on the proposed questions.
- Since the Commission is interested in learning what the residents think, it is likely appropriate for one to two Commissioners to be on the project team.

MOTION: Motion by Long, seconded by Host:
 To approve a six-month agreement with Cobalt Community Research for a community survey in the amount not to exceed \$21,435.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City; and further to appropriate and amend the 2025-2026 City Commission budget as follows:

General Fund		
<u>Revenues</u>		
Draw from Fund balance	101.0-000.000-400.0000	\$21,435.00
<u>Expenditures</u>		
Other Contractual Services	101.0-101.000-811.0000	\$21,435.00

Commissioners made the following comment on the motion:

- This group should be invited to speak with the Commission at a later date.
- It will be important for this group, the Commissioners, and staff to direct this survey since residents may not necessarily be fully aware of the options available to them without some guidance.
- This would not be a significant financial expenditure relative to other Commission expenditures.
- This process will be impactful, and wrong information being collected would be a concern.

Public Comment
 Bill Kolb opposed signing this contract, opining that there were too many gaps in the present submission.

Andy McMechan also opposed signing this contract, noting a number of unanswered process questions.

ROLL CALL VOTE
 Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
 Nays: None

Public/Private Partnerships (P3)

CM Ecker and CA Kucharek presented the item. Staff answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Any representative hired for this process should represent the City’s interests exclusively.
- Birmingham should make groups aware that it is interested in hearing P3 proposals.
- Said representative should assist in evaluating proposals brought to the Commission. They should not solicit offers to bring to the Commission.
- The Commission needs control of the work effort and the work product.
- This could be advantageous if the scope is limited.

- The representative should be bound by the City’s ethics rules, and should accept no compensation from developers bringing proposals to the City.
- Commissioner Haig would submit some minor revision proposals to staff.
- CM Ecker received commendation for the presentation.

09-277-25 Closed Session Pursuant to MCL § 15.268 Sec. 8(1)(a) of the Open Meetings Act

The Mayor and CA Kucharek summarized the item.

MOTION: Motion by Longe, seconded by Long:
To meet in closed session at the request of the City Manager - MCL § 15.268 Sec. 8(1)(a) allows for a closed session of the City Commission for a periodic personnel evaluation of the City Manager only if the City Manager requests a closed hearing pursuant to a 2/3 vote of the City Commission. Pursuant to the City Manager’s contract, an evaluation is to be conducted during the first year of employment as City Manager at the end of six (6) months, at the one-year anniversary and annually thereafter.

Commissioners raised the following points during discussion of the motion:

- It might be too late in the evening to be conducting an employee evaluation.
- CM Ecker should be allowed to state whether she was comfortable proceeding with the evaluation this evening.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Haig, Host, Longe, Long
Nays: Baller

The Commission went into closed session at 11:24 p.m.

The Commission returned from closed session at 1:11 a.m.

09-278-25 Action Subsequent to Closed Session

MOTION: Motion by Emerine, seconded by Long:
The Commission has met in closed session to discuss City Manager Ecker’s performance review, and to make a motion to increase her base compensation package by 7%.

ROLL CALL VOTE
Ayes: Baller, Emerine, Schafer, Haig, Longe, Long
Nays: Host

**Commission Discussion On Items From A Prior Meeting
Commission Items for Future Discussion**

IX. REMOVED FROM CONSENT AGENDA	
X. COMMUNICATIONS	
	A. Community Survey
XI. REPORTS	
	A. Commissioner Reports
	1. Notice of Intention to Appoint to the Ad Hoc Senior/Recreation Center Committee
	2. Notice of Intention to Appoint to the Advisory Parking Committee
	3. Notice of Intention to Appoint to the Board of Review
	B. Commissioner Comments

Commissioner Long expressed concern that upcoming construction-related road closures related to construction at 320 Martin were not adequately communicated to potentially affected parties.

The Mayor noted that the City would be exploring how it might further support businesses that could be impacted by the upcoming construction at 320 Martin, and whether certain aspects of noticing should be conducted differently in the future.

Commissioner Haig supported the City charging for any use of a parking space.

The Mayor suggested Commissioner Haig raise that topic as an Item for Future Discussion at the next meeting.

The Mayor brought attention to CE Coatta’s September 8, 2025 Infrastructure Workshop Update.

- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. September 8, 2025 Infrastructure Workshop Update

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 1:11 a.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 09/17/2025

Meeting of 09/29/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
305461		005430	21ST CENTURY MEDIA- MICHIGAN	399.50
305462	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,031.50
305463		BDREFUND	2330 FAIRWAY LLC	2,000.00
305464	*	005251	A & F WATER HEATER & SPA SERVICE, IN	160.00
305465		006638	ACTION MAT & TOWEL RENTAL, INC	106.08
305466	*	TAXMISC	ALEXANDER SHIFFMAN	35,736.06
305467	*	009872	AMERICAN MULCH PRODUCERS	2,040.00
305468		BDREFUND	AMERICAN STANDARD ROOFING	100.00
305469		BDREFUND	ANDY'S LANDSCAPE	100.00
305470		BDREFUND	ANTO GLASS BLOCK INC	100.00
305471		000881	APWA	919.00
305472		009202	AQUARIUM DESIGN INC	240.00
305473		BDREFUND	ARNOLD ROOFING & CONSTRUCTION INC	200.00
305474	*	006759	AT&T	525.00
305475	*	006759	AT&T	1,038.02
305476	*	006759	AT&T	50.29
305477	*	TAXMISC	B3 INVESTMENTS LLC	30,122.38
305478		000843	BAKER & TAYLOR BOOKS	32.27
305479		BDREFUND	BALBES CUSTOM BUILDERS INC	500.00
305480		BDREFUND	BARNETT ROOFING AND SIDING INC	200.00
305481		BDREFUND	BCM HOME IMPROVEMENT	100.00
305482	*	009634	BEARING SERVICE	713.40
305483		BDREFUND	BECKER, CHRISTIAN R	500.00
305484		009568	BEDROCK EXPRESS LTD	2,262.92
305485		BDREFUND	BEST SIGNS	300.00
305486		BDREFUND	BLUMKE INSTALLATIONS	400.00
305487		003526	BOUND TREE MEDICAL, LLC	1,305.15
305488	*	007359	BRADY INDUSTRIES	215.64
305489		BDREFUND	BUTCHER & BUTCHER CONSTRUCTION COMP	200.00
305490		003907	CADILLAC ASPHALT, LLC	370.49
305491	*	TAXMISC	CAPITAL REAL ESTATE TAX SERV	18,607.38
305492		BDREFUND	CARROLL, PAUL	500.00
305493	*	009944	CARTER'S CEMETERY PRESERVATION INC	4,951.25
305494		008959	CASS COLLISION CLAWSON, INC	876.00
305495		BDREFUND	CASWELL MODERNIZATION CO INC	300.00
305496	*	009985	CED TECHNOLOGIES INTERNATIONAL INC	5,740.00
305497		BDREFUND	CEDAR RESTORATION INC	100.00
305498		BDREFUND	CONSTRUCTION FLEET LLC	200.00
305499	*	000627	CONSUMERS ENERGY	491.31
305500	*	TAXMISC	COTALITY	120,074.61
305501		BDREFUND	D'AGOSTINI, GINO L	100.00
305502		000233	DEAN SELLERS	1,287.03

City of Birmingham
Warrant List Dated 09/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
305503		000575	DEMCO, INC	104.35
305504		BDREFUND	DEPENDABLE SERVICE GROUP	200.00
305505		BDREFUND	DETROIT BRICK AND MASONRY	100.00
305506		BDREFUND	DIAMOND CREEK HOMES INC	100.00
305507		BDREFUND	DIMAMBRO CONSTRUCTION LLC	100.00
305508		BDREFUND	DNA CONSTRUCTION	100.00
305509		BDREFUND	DRISCOLL, THOMAS M	100.00
305510	*	000179	DTE ENERGY	38.52
305511	*	000179	DTE ENERGY	37.74
305512	*	000179	DTE ENERGY	33.89
305513	*	000179	DTE ENERGY	870.80
305514	*	000179	DTE ENERGY	1,082.88
305515	*	000179	DTE ENERGY	70.62
305516	*	000179	DTE ENERGY	1,027.52
305517	*	000180	DTE ENERGY	53,431.31
305518		BDREFUND	DYNAMIC CONSTRUCTION	100.00
305519	*	TAXMISC	ERNEST & DANA NICOLAY	5,968.36
305520		001495	ETNA SUPPLY	2,280.00
305521		007136	FERGUSON ENTERPRISES, INC.	734.05
305522		BDREFUND	FOREMAN CONSTRUCTION INC	100.00
305523		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	100.00
305524		BDREFUND	FOUR SEASONS CONTRACTING	300.00
305525		BDREFUND	GLOBAL SYNERGY LLC	100.00
305526	*	010052	GREAT LAKES BENTGRASS	1,260.00
305527	*	010045	GREAT LAKES CONCRETE RESTORATION LL	41,495.00
305528		009901	GREAT LAKES SEGWAY	7,980.50
305529		BDREFUND	GREY OAKS CHIMNEY SERVICE	500.00
305530		000249	GA BUSINESS PURCHASER LLC	324.64
305530	*	000249	GA BUSINESS PURCHASER LLC	100.00
305531		BDREFUND	HD SEALCOATING	100.00
305532		007458	HERITAGE - CRYSTAL CLEAN, LLC	2,010.09
305533	*	001956	HOME DEPOT CREDIT SERVICES	3,006.70
305534	*	009563	HOWIES HOCKEY INC	178.16
305535		BDREFUND	IDEAL BUILDERS AND REMODELING INC	800.00
305536		009910	IDI	141.00
305537		001090	INGRAM LIBRARY SERVICES	19,323.01
305541		000344	J.T. EXPRESS, LTD.	3,065.50
305542		BDREFUND	JABRI, CARMINE	100.00
305543		010065	K & M TIRE INC	133.19
305544		BDREFUND	KELLY BUILDING & DEVELOPMENT CO LLC	500.00
305545		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
305546	*	TAXMISC	LERETA LLC	22,882.09
305547		BDREFUND	LEVEL UP IMPROVEMENT	100.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
305548		BDREFUND	LEVINE SONS INC	3,000.00
305549		BDREFUND	LEVINE & SONS INC	1,750.00
305550		BDREFUND	LISA DOLAN	200.00
305551		BDREFUND	LUCA EXTERIORS	100.00
305552		BDREFUND	LUTHERAN CHURCH OF REDEEMER	500.00
305553		BDREFUND	MAC CONSTRUCTION, INC.	200.00
305554		002648	MARC DUTTON IRRIGATION INC	629.50
305555		BDREFUND	MATICE LANDSCAPING	100.00
305556		BDREFUND	MICHIGAN ASPHALT PAVING	500.00
305557	*	001387	MML LIABILITY AND PROPERTY POOL	125,000.00
305558		007163	MOBILE HEALTH RESOURCES	2,334.20
305559		005986	MRWA	2,280.00
305560		BDREFUND	ON THE LEVEL HOME IMPROVEMENT	100.00
305561		BDREFUND	ORCHARD DEVELOPMENT AND CONSTRUCTIO	2,000.00
305562		006785	OVERDRIVE, INC.	17,188.16
305563	*	009827	PARKER TECHNOLOGY, LLC	323.75
305564		BDREFUND	PERFORMANCE ROOFING AND SIDING LLC	100.00
305565		BDREFUND	Perma Dry LLC	100.00
305566	*	001883	PIONEER DOOR COMPANY INC	366.00
305567		007823	PITNEY BOWES GLOBAL FINANCIAL SERVI	493.83
305568	*	002518	PITNEY BOWES INC	590.08
305569	*	TAXMISC	PIYANUD J TONTAPANISH	219.18
305570	*	005501	POISON IVY CONTROL OF MI, LLC	7,500.00
305571		010081	RADARSIGN, LLC	15,537.00
305572		BDREFUND	Rapid Roofing	100.00
305573		BDREFUND	REASONABLE ROOFING & REMODELING INC	100.00
305574		008852	REDGUARD FIRE & SECURITY INC	290.00
305575		BDREFUND	RENEWAL BY ANDERSEN	700.00
305576		BDREFUND	RENNER BROS CONSTRUCTION INC	100.00
305577		000746	ROCHESTER HILLS PUBLIC LIBRARY	220.00
305578		BDREFUND	ROOF-RITE, INC.	100.00
305579		BDREFUND	RT CONSTRUCTION INC	200.00
305580		010055	RUSSELL LANDSCAPING INC	8,000.00
305581	*	002806	SAM'S CLUB/SYNCHRONY BANK	330.46
305582		MISC	SARAH GLONEK	39.92
305583	*	TAXMISC	SARAH VOEFFFRAY	3,534.25
305584		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
305585		BDREFUND	SOCIAL	100.00
305586		BDREFUND	SPARKS AND SOMMERS INSULATION COMPA	500.00
305587		009867	SUBURBAN LANDSCAPING MANAGEMENT INC	90.00
305588		009819	SUCCESS 911, LLC	845.00
305589		BDREFUND	SUPERIOR CONSTRUCTION SOLUTIONS LLC	100.00
305590	*	007408	T-MOBILE	814.31

City of Birmingham

Warrant List Dated 09/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
305591		BDREFUND	TAYLOR REAL ESTATE	100.00
305592		BDREFUND	TEMPLETON BUILDING COMPANY	500.00
305593		007115	TERMINIX PROCESSING CENTER	113.06
305594		BDREFUND	THREE C'S LANDSCAPING	100.00
305595		005481	TRI-COUNTY INTL TRUCKS, INC.	736.80
305596		BDREFUND	TURNBULL, DAVID R	100.00
305597	*	004379	TURNER SANITATION, INC	1,705.00
305598		BDREFUND	UNITED RESTORATION DISASTER SERVICE	200.00
305599		009863	US BANK EQUIPMENT FINANCE	165.45
305600	*	000158	VERIZON WIRELESS	1,162.31
305601	*	000158	VERIZON WIRELESS	353.16
305602	*	002996	GREG WALD	58.25
305603		BDREFUND	WALLSIDE WINDOWS	500.00
305604		BDREFUND	William Ellis Company	200.00
305605	*	008408	WISS, JANNEY, ELSTNER ASSOC. INC	15,500.00
305606	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC. INC	27,900.00
SUBTOTAL PAPER CHECK				\$655,391.32
<u>ACH TRANSACTION</u>				
14146		000394	AERO FILTER INC	1,250.00
14147	*	009323	ALEXANDRIA BINGHAM	298.66
14148		006683	BIRMINGHAM LAWN MAINTENANCE, INC	46,918.00
14149	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	192.93
14150		000605	CINTAS CORPORATION	199.44
14151		000605	CINTAS CORPORATION	14.50
14152	*	000605	CINTAS CORPORATION	218.20
14153		001750	COMERICA BANK - RETIREMENT	1,649.50
14153		001750	COMERICA BANK - RETIREMENT	313,287.42
14154		003176	COMERICA BANK - RHC	43.08
14154		003176	COMERICA BANK - RHC	16,682.00
14155		001367	CONTRACTORS CONNECTION INC	999.40
14156	*	000565	DORNBOS SIGN & SAFETY INC	472.70
14157	*	001077	DUNCAN PARKING TECH INC	6,202.35
14158	*	007538	EGANIX, INC.	960.00
14159		000196	EJ USA, INC.	1,686.94
14160	*	007684	ELITE TRAUMA CLEAN-UP INC.	70.00
14161		001230	FIRE SYSTEMS OF MICHIGAN LLC	400.00
14162	*	007807	G2 CONSULTING GROUP LLC	21,977.00
14163		009833	GEN OIL COMPANY	2,393.70
14164	*	000243	GRAINGER	576.88
14165	*	001663	SCOTT GREWE	220.47
14166		000331	HUBBELL ROTH & CLARK INC	24,034.76
14167		000261	J.H. HART URBAN FORESTRY	51,529.41
14168	*	003458	JOE'S AUTO PARTS, INC.	148.42

City of Birmingham
Warrant List Dated 09/17/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
14169	*	010110	KELDA A. LONDON	47.18
14170	*	004085	KONE INC	3,417.94
14171	*	005550	LEE & ASSOCIATES CO., INC.	2,647.10
14172		009663	MACQUEEN EQUIPMENT, LLC	324.21
14173		002013	MIDWEST TAPE	643.86
14174	*	006359	NYE UNIFORM COMPANY	47.50
14175	*	003554	RKA PETROLEUM	9,033.58
14176	*	001181	ROSE PEST SOLUTIONS	1,275.00
14177	*	009603	SERV-ICE REFRIGERATION, INC	2,583.39
14178	*	000254	SOCRRA	60.00
14179		001097	SOCWA	9,143.57
14180	*	002037	TOTAL ARMORED CAR SERVICE, INC.	607.94
14181		005806	ULINE	134.55
SUBTOTAL ACH TRANSACTION				\$522,391.58
GRAND TOTAL				\$1,177,782.90

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



Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 09/24/2025

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Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
305607	*	000855	48TH DISTRICT COURT	484,249.00
305608	*	010116	ACRISURE GREAT LAKES PARTNERS LLC	13,265.55
305609	*	010109	AL'S ASPHALT PAVING CO.	285,870.18
305610	*	007033	APPLIED INNOVATION	44.46
305611	*	006759	AT&T	249.98
305612	*	006759	AT&T	72.59
305613	*	003703	AT&T MOBILITY	1,216.62
305615		003526	BOUND TREE MEDICAL, LLC	1,102.02
305617		003907	CADILLAC ASPHALT, LLC	1,610.57
305618	*	MISC	CAMERON CALISTA	40.00
305619		008488	CARLETON EQUIPMENT	962.53
305620		008488	CARLETON EQUIPMENT	242.75
305621		008959	CASS COLLISION CLAWSON, INC	1,906.74
305622	*	MISC	CIDQ	85.00
305623		010075	COLUMBUS CANVAS PRODUCTS, INC.	1,230.50
305624		000233	DEAN SELLERS	163.16
305625		002473	DELL MARKETING L.P.	24,909.09
305626	*	000190	DOWNRIVER REFRIGERATION SUPPLY CO.	83.60
305628		010008	ELIZABETH C. CHIAPELLI, PLLC	375.00
305629		001495	ETNA SUPPLY	35,210.00
305630		006654	FLEETPRIDE INC	563.98
305631	*	010017	FORTZ LEGAL SUPPORT, LLC	684.60
305632		001771	GOLF ASSOC. OF MICHIGAN	100.00
305633	*	004604	GORDON FOOD	1,558.48
305635		001531	GUNNERS METER & PARTS INC	1,140.00
305636		010115	HAVENER TECH	2,495.00
305637	*	001956	HOME DEPOT CREDIT SERVICES	529.38
305638		009884	HURON VALLEY GUNS LLC	257.94
305639		000340	INDUSTRIAL BROOM SERVICE, LLC	1,287.00
305640		004088	KGM DISTRIBUTORS INC	276.00
305641		MISC	LARK LOGISTICS, LLC	500.00
305643		007910	MACALLISTER RENTALS	1,382.30
305644		003934	MADISON GENERATOR SERVICE INC	429.00
305645		010003	MANOOGIAN LAW PLLC	776.25
305647	*	009546	MASTERS TELECOM	64.28
305649		000972	MCKESSON MEDICAL-SURGICAL	1,039.83
305650		009933	MICHIGAN TOURNAMENT FLEET, INC	595.00
305651		000230	MIKE SAVOIE CHEVROLET INC	348.54
305652		005986	MRWA	380.00
305653	*	009748	NORTHSTAR PAINTING	17,538.00
305654		MISC	OAKLAND CTY PIONEER AND HISTORICAL	299.89
305655	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	631.00

City of Birmingham

Warrant List Dated 09/24/2025

Meeting of 09/29/2025

Check Number	Early Release	Vendor #	Vendor	Amount
305656		001626	OXFORD OVERHEAD DOOR SALES CO.	2,175.00
305658	*	009394	RABAA & NACHAWATI PLLC	375.00
305659	*	000218	ROYAL OAK P.D.Q. LLC	115.00
305660	*	002806	SAM'S CLUB/SYNCHRONY BANK	2,811.68
305661	*	MISC	SANTE BOLOGNA	45.00
305662		007697	SAVE THE MOMENT	14.00
305663	*	008073	SITEONE LANDSCAPE SUPPLY, INC	273.07
305664		005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	610.00
305664	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	200.00
305665	*	010112	SUMMER ALDRED-ARENS	3,814.37
305666	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	540.00
305667	*	004379	TURNER SANITATION, INC	125.00
305668	*	001279	US FIGURE SKATING ASSOC.	494.00
305669	*	007226	VALLEY CITY LINEN, INC	283.50
305670	*	000158	VERIZON WIRELESS	89.95
305671	*	000158	VERIZON WIRELESS	98.52
305672	*	004497	WATERFORD REGIONAL FIRE DEPT.	175.00
305675	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	9,670.00
305676	*	000309	ZEP SALES AND SERVICE	336.99

SUBTOTAL PAPER CHECK	\$908,011.89
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ACH TRANSACTION

14182	*	002284	ABEL ELECTRONICS INC	1,425.00
14183		003708	AIRGAS USA, LLC	477.93
14184	*	003243	AMERICAN PRINTING SERVICES INC	5,095.00
14185		009609	BALIAN LEGAL, PLC	2,625.00
14186		009891	BEST ASPHALT INC.	41,729.18
14187	*	007345	BEVERLY HILLS ACE	45.98
14188		008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	6,053,765.48
14189	*	009396	CECILIA QUIRINDONGO BAUNSOE	1,687.50
14190	*	009122	CLAIRE CHUNG	75.00
14191	*	007835	SARAH CHUNG	155.25
14192		000605	CINTAS CORPORATION	264.98
14193		000605	CINTAS CORPORATION	46.33
14194		002668	CONTRACTORS CLOTHING CO	192.00
14198	*	009557	ZECO, LLC	880.00
14199	*	000565	DORNBOS SIGN & SAFETY INC	261.95
14200		000196	EJ USA, INC.	1,310.39
14201	*	007684	ELITE TRAUMA CLEAN-UP INC.	70.00
14202	*	006689	F.D.M. CONTRACTING INC.	520,502.00
14203	*	007314	FLEIS AND VANDENBRINK ENG. INC	10,589.85
14204	*	009387	FRAIBERG & PERNIE PLLC	1,125.00
14205	*	007807	G2 CONSULTING GROUP LLC	10,803.50
14206	*	001023	GABRIEL CEDER, SMITH & CO.	2,250.00

City of Birmingham
Warrant List Dated 09/24/2025

Meeting of 09/29/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14208	*	008851	INSIGHT INVESTMENT	7,257.27
14209	*	002576	JAX KAR WASH	270.00
14210		009298	JCR SUPPLY INC	489.34
14211	*	003458	JOE'S AUTO PARTS, INC.	1,655.75
14213	*	000891	KELLER THOMA	7,535.00
14214	*	005876	KROPF MECHANICAL SERVICE COMPANY	607.00
14215	*	005550	LEE & ASSOCIATES CO., INC.	950.28
14219		001194	NELSON BROTHERS SEWER	568.00
14220	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	10,419,687.28
14221	*	009739	OPENGOV, INC	37,734.93
14222		009740	OPENGOV, INC	36,994.58
14223	*	009820	PLUNKETT COONEY	2,427.50
14224	*	001181	ROSE PEST SOLUTIONS	771.00
14225		000254	SOCRRA	81,619.00
14226		009625	STANTEC CONSULTING SERVICES	33,562.43
14228	*	009300	VIRTRU CORPORATION	13,208.20
SUBTOTAL ACH TRANSACTION				\$17,300,714.88
GRAND TOTAL				\$18,208,726.77

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



Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham

Warrant List Dated 10/01/2025

Meeting of 10/06/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
305678	*	000819	44TH DISTRICT COURT	250.00
305679	*	000855	48TH DISTRICT COURT	611.00
305680		005705	4IMPRINT, INC	335.45
305681		004877	AASLH	118.00
305682		BDREFUND	ABR ALPINE DESIGN	100.00
305683		009519	ADVANTAGE REPORTING	632.80
305684		MISC	ALAN RUTTER	72.00
305685		BDREFUND	ANN STREET PROPERTY LLC	200.00
305686	*	007033	APPLIED INNOVATION	735.19
305687		BDREFUND	ARANEAE INC	300.00
305688	*	006759	AT&T	217.00
305689	*	006759	AT&T	636.10
305690		BDREFUND	BABI CONSTRUCTION INC	21,800.00
305692		BDREFUND	BILLY'S ROOFING LLC	100.00
305693		BDREFUND	BIONDO CEMENT COMPANY	435.00
305694		BDREFUND	BLUMKE INSTALLATIONS	400.00
305695	*	004244	BOLYARD LUMBER	2,691.83
305696		003907	CADILLAC ASPHALT, LLC	1,159.79
305697	*	009078	CANON SOLUTIONS AMERICA INC	343.90
305700		BDREFUND	CAPPUSO GUTTERS SIDING & ROOFING	100.00
305701		BDREFUND	CEDAR RESTORATION INC	100.00
305703		009167	COL'S FAMILY RESTAURANT	17.50
305704	*	001367	CONTRACTORS CONNECTION INC	179.40
305705	*	000627	CONSUMERS ENERGY	3,438.23
305706		008512	COOL THREADS EMBROIDERY	2,754.92
305708	*	000179	DTE ENERGY	43.71
305709	*	000179	DTE ENERGY	19.56
305710	*	000179	DTE ENERGY	678.14
305711	*	000179	DTE ENERGY	193.23
305712	*	000179	DTE ENERGY	2,160.68
305713	*	000179	DTE ENERGY	46.24
305714	*	000179	DTE ENERGY	430.42
305715	*	000179	DTE ENERGY	8,394.87
305716	*	000179	DTE ENERGY	1,801.13
305717	*	000179	DTE ENERGY	3,530.04
305718	*	000179	DTE ENERGY	1,619.78
305719	*	000179	DTE ENERGY	18.39
305720	*	000179	DTE ENERGY	1,155.36
305721	*	000179	DTE ENERGY	34.23
305722	*	000179	DTE ENERGY	19.24
305723	*	000179	DTE ENERGY	22.36
305724	*	000179	DTE ENERGY	21.14

City of Birmingham
Warrant List Dated 10/01/2025

Meeting of 10/06/2025

Check Number	Early Release	Vendor #	Vendor	Amount
305725	*	000179	DTE ENERGY	335.79
305726	*	000179	DTE ENERGY	202.49
305727	*	000179	DTE ENERGY	758.93
305728	*	000179	DTE ENERGY	22.84
305729	*	000179	DTE ENERGY	30.61
305730	*	000179	DTE ENERGY	35.37
305732	*	000180	DTE ENERGY	9,103.68
305733		007505	EAGLE LANDSCAPING & SUPPLY	916.00
305734		000493	ED RINKE CHEVROLET BUICK GMC	593.47
305736		BDREFUND	EXTERIOR EXPERTS OF MI	100.00
305737	*	009458	MELISSA FAIRBAIRN	205.80
305738		007136	FERGUSON ENTERPRISES, INC.	300.39
305739		BDREFUND	FHS BIRMINGHAM LLC	100.00
305740	*	009193	FIRESTATIONFURNITURE.COM	256.47
305742	*	MISC	FROG FIRE SERVICE TRAINING LLC	200.00
305743	*	004604	GORDON FOOD	933.94
305744		001531	GUNNERS METER & PARTS INC	2,554.00
305745		BDREFUND	HANSONS GROUP LLC	500.00
305746		BDREFUND	HARRIS, MICHAEL J	300.00
305747	*	001956	HOME DEPOT CREDIT SERVICES	1,145.39
305748		BDREFUND	HRH CONSTRUCTION LLC	5,900.00
305749		009884	HURON VALLEY GUNS LLC	527.85
305750		BDREFUND	IDEAL BUILDERS AND REMODELING INC	6,075.00
305752		BDREFUND	JEFFERY T BARRETT	300.00
305753		009564	JOE PIZIK ELECTRIC	428.00
305754		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	100.00
305755		BDREFUND	KELLETT CONSTRUCTION COMPANY	100.00
305756		BDREFUND	KZ WELDING AND SIGN	300.00
305758		009375	LITHIA MOTORS, INC SUPPORT SERVICES	17.22
305759		BDREFUND	LIVE WELL CUSTOM HOMES LLC	2,400.00
305760		BDREFUND	LL CUSTOM CONTRACTING OF MICHIGAN	2,400.00
305761		BDREFUND	LLL BUILDERS	2,500.00
305762		BDREFUND	LLL INVESTMENTS LLC	200.00
305763		BDREFUND	LYNCH CUSTOM HOMES	6,400.00
305764		BDREFUND	MAINSTREET DESIGN & BUILD	200.00
305765		BDREFUND	MARESKI, PAUL	300.00
305766		BDREFUND	MARTINO ENTERPRISES INC	100.00
305767		000972	MCKESSON MEDICAL-SURGICAL	36.62
305768		BDREFUND	MERRILLWOOD COLLECTION	400.00
305769	*	001387	MML LIABILITY AND PROPERTY POOL	775.00
305771		002010	MULTISTATE TRANSMISSIONS	4,686.19
305772		005431	NILFISK, INC.	203.04
305773	*	009748	NORTHSTAR PAINTING	19,750.00

City of Birmingham

Warrant List Dated 10/01/2025

Meeting of 10/06/2025

Check Number	Early Release	Vendor #	Vendor	Amount
305774	*	000477	OAKLAND COUNTY	563,680.42
305775	*	009478	ODP BUSINESS SOLUTIONS, LLC	972.31
305776		001626	OXFORD OVERHEAD DOOR SALES CO.	410.00
305777		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
305779		BDREFUND	PREMIER BUILDER INC	100.00
305780		004137	R & R FIRE TRUCK REPAIR INC	526.63
305781	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
305782		007305	REFRIGERATION SERVICE PLUS	355.00
305783		010079	RELIANT FIRE APPARATUS OF MICHIGAN	965.67
305784		BDREFUND	renewal by anderson	500.00
305785		BDREFUND	RENNER BROS CONSTRUCTION INC	100.00
305786		BDREFUND	RIASHI CONTRACTING INC	200.00
305787		000218	ROYAL OAK P.D.Q. LLC	577.16
305787	*	000218	ROYAL OAK P.D.Q. LLC	55.15
305788		BDREFUND	SCHROT JR, JOHN J	200.00
305789		BDREFUND	SCOTT, JASON	200.00
305790		006590	SECURE DOOR, LLC	690.00
305791		007142	SHERWIN-WILLIAMS COMPANY	(114.37)
305791	*	007142	SHERWIN-WILLIAMS COMPANY	132.41
305792		008697	T-MOBILE USA, INC	50.00
305793		BDREFUND	T.J. TWYDELL SIGN	200.00
305794	*	009850	THE TOLEDO TICKET CO.	2,038.13
305795		005111	TOTAL TRAILER	685.22
305796	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	3,906.28
305797	*	004379	TURNER SANITATION, INC	290.00
305798		BDREFUND	ULTRA PROFESSIONAL OUTDOOR SERVICES	100.00
305799	*	007226	VALLEY CITY LINEN, INC	42.26
305800	*	000158	VERIZON WIRELESS	620.43
305801	*	000158	VERIZON WIRELESS	149.82
305802	*	002996	GREG WALD	120.00
305803	*	008408	WISS, JANNEY, ELSTNER ASSOC. INC	1,500.00
305804		BDREFUND	YOUR SIGN & GRAPHICS	300.00
305805		BDREFUND	YURIY SHEMBERKO	100.00
SUBTOTAL PAPER CHECK				\$710,802.09

ACH TRANSACTION

14231		010119	ARGENT INSTITUTIONAL TRUST COMPANY	302,300.00
14232		010119	ARGENT INSTITUTIONAL TRUST COMPANY	333,161.25
14233	*	002284	ABEL ELECTRONICS INC	950.00
14234	*	010107	ARNOLD ROOFING & CONSTRUCTION INC	3,640.00
14235	*	000517	BEIER HOWLETT P.C.	156.75
14236	*	000517	BEIER HOWLETT PC	39,171.82
14237	*	007345	BEVERLY HILLS ACE	0.48
14238		009183	BOB ADAMS TOWING	105.00

City of Birmingham
Warrant List Dated 10/01/2025

Meeting of 10/06/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14240	*	009122	CLAIRE CHUNG	100.00
14241		000605	CINTAS CORPORATION	199.44
14242	*	000605	CINTAS CORPORATION	171.55
14243		000605	CINTAS CORPORATION	46.33
14244		000605	CINTAS CORPORATION	367.37
14245	*	009947	MCLAUGHLIN LAW PLLC	537.50
14246		002668	CONTRACTORS CLOTHING CO	1,208.83
14248	*	009195	CROWN CASTLE FIBER LLC	6,890.34
14249	*	009873	D/A CENTRAL INC.	387.50
14250		003801	JANA ECKER	524.00
14251	*	009387	FRAIBERG & PERNIE PLLC	5,213.54
14252	*	009387	FRAIBERG & PERNIE PLLC	1,875.00
14253	*	009387	FRAIBERG & PERNIE PLLC	1,125.00
14254	*	000243	GRAINGER	1,591.87
14255	*	001672	HAYES PRECISION INC	90.00
14256		000331	HUBBELL ROTH & CLARK INC	1,930.31
14257	*	003458	JOE'S AUTO PARTS, INC.	1,062.79
14258	*	003404	LADUKE ROOF.& SHT.METAL CORP	3,170.00
14259	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,687.50
14261	*	005634	GINA MOODY	93.94
14262	*	007856	NEXT	340.00
14263		001864	NOWAK & FRAUS ENGINEERS	75,261.50
14264	*	006359	NYE UNIFORM COMPANY	1,199.50
14265	*	006027	PENCHURA, LLC	258.00
14266	*	001181	ROSE PEST SOLUTIONS	54.00
14267		005787	SOUTHEASTERN EQUIPMENT CO. INC	362.41
14268	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
14269	*	009266	US SIGNAL COMPANY LLC	5,379.57
14270		009128	WITMER PUBLIC SAFETY GROUP INC	422.31
SUBTOTAL ACH TRANSACTION				\$791,339.37
GRAND TOTAL				\$1,502,141.46

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



Mary Chavez
Finance Director/ Treasurer

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



MEMORANDUM

City Manager's Office

DATE: September 22, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Michigan Municipal League Liability and Property Pool Board of Directors Election

The City of Birmingham is a member of the Michigan Municipal League Liability and Property Pool. The Michigan Municipal League is the state's leading provider of municipal workers' compensation and risk management services.

The Michigan Municipal League Liability and Property Pool is holding an election for this year's Board of Directors. Two appointee Directors are seeking election to their first term. A brief biographical sketch of each of the candidates is attached for your review. They are:

Michelle LaVoy, Clerk-Treasurer, City of Monroe
Josh Meringa, Councilmember, City of Grandville

A resolution is required to authorize the City of Birmingham's vote to be cast for the above candidates to serve as Directors of the Michigan Municipal League Liability and Property Pool Board. They are the only candidates seeking election to this Board.

SUGGESTED COMMISSION ACTION:

To authorize the City Manager to cast a vote, on the City's behalf, for the two (2) candidates for the Michigan Municipal League Liability and Property Pool Board of Directors for three-year terms, beginning January 1, 2026.



liability &
property
pool

1675 Green Road
Ann Arbor, MI 48105
P: 734-662-3246
800-653-2483
F: 734-662-8083
mml.org

To: Members of the MML Liability & Property Pool
From: Michael J. Forster, Fund Administrator
Date: September 8, 2025
Subject: Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) appointee Directors have agreed to seek election to their first term. You may also write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 7th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Liability & Property Pool*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads 'Michael J. Forster'.

Michael J. Forster
Pool Administrator
mforster@mml.org

THE CANDIDATES

Three-year terms beginning January 1, 2026

Michelle LaVoy, Clerk-Treasurer, City of Monroe



Michelle LaVoy has served as Monroe's Clerk-Treasurer for eleven years and is passionate about strong local government and elections. She is a member of the Michigan Municipal Treasurers Association and Michigan Women in Municipal Government. She previously sat on the MML Energy and Technology Committee and the Michigan Association of Municipal Clerks Legislative Committee. Michelle has a Bachelors degree from Miami University, Ohio, a Master of Public Administration degree from the University of Dayton, and completed the inaugural MML Women's Elected Leadership Intensive. Michelle serves a number of community organizations in leadership roles and as a volunteer, including United Way, YMCA, 4H, and Ducks Unlimited. She and her husband Bill have two daughters. Michelle is seeking election to her first term.

Josh Meringa, Councilmember, City of Grandville



Josh has served the City of Grandville as Councilmember for more than 17 years. He is passionate about public service and driven to have a positive impact in his community. He serves on the Grandville Parks & Recreation Board and the Business Relations Committee. He has served on many Michigan Municipal League legislative committees and helped Grandville's Clean Water Plant win the League's Community Excellence Award in 2012. Josh has served on the League's Elected Officials Academy Board, including five years as president, and is an EOA Level 4 graduate. He has been recognized twice as a '40 Under Forty' Business Leader by the Grand Rapids Business Journal. A registered nurse, Josh works in nursing professional development for Corewell Health West Michigan. He serves on the Board of Directors for the American Nurses Association Michigan and served two terms on the Michigan Board of Nursing, including seven years as chair. A native of West Michigan, Josh earned a bachelor's degree in nursing from Calvin College (now University) and master's degrees from Grand Valley State University in Public Health and Business Administration. Josh is seeking election to his first term.

Michigan Municipal League
Liability & Property Pool

OFFICIAL BALLOT - 2025

Vote for two Directors by marking the line to the left of the name for three-year terms beginning January 1, 2026.

_____ Michelle LaVoy, Appointee
Clerk-Treasurer, City of Monroe

_____ Josh Meringa, Appointee
Councilmember, City of Grandville

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Director of the Michigan Municipal League Liability & Property Pool.

Official Signature

Date:

**Ballot deadline:
November 7, 2025**



MEMORANDUM

City Clerk's Office

DATE: September 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Appointment of Election Inspectors and Absent Voter Counting Board

INTRODUCTION:

State Election Law requires the local Election Commission to appoint election inspectors for each precinct as well as to appoint an absent voter counting board. The Birmingham City Commission also functions as the local Election Commission, and therefore must formally appoint election inspectors and approve the use of an absent voter counting board for the upcoming November 4, 2025 local election.

BACKGROUND:

Election inspectors are needed to provide election services to the residents of Birmingham. According to [MCL168.674](#) at least 3 election inspectors are required per precinct, with at least one inspector identifying as a Democrat and one inspector identifying as a Republican.

The City Clerk contacted past inspectors and solicited for new inspectors through www.bhamgov.org, City publications, email, news blasts. The City Clerk has compiled a list of potential election inspectors who will fall into the following categories: Inspector, Electronic Poll Book Operator, Precinct Chairperson, Precinct Co-Chairperson, Absent Counting Board, Receiving Board and a designated inspector for Oakland County absent voter counting board. The City Clerk will train inspectors on their respective roles to provide an efficient and accurate election.

Oakland County Elections Division offers an absent voter counting board service to all municipalities within Oakland County. Birmingham uses this service to have access to their large staff of qualified election inspectors and high-speed tabulators, which efficiently and accurately process thousands of absentee ballots on Election Day. This agreement also serves as a labor and cost saving measure for the City of Birmingham. At the [July 13, 2020](#) Commission Meeting, the City Commission approved an agreement for services with Oakland County which remains active

until either party terminates the agreement. In addition, [MCL 168.765a](#) states that the local election commission must also establish and approve an absent voter counting board for each election. Because of this, the City Commission is asked to acknowledge and approve the use of the Oakland County Absent Voter Counting Board for the November 4, 2025 local election.

On July 28, 2025 the Commission authorized an absent voter counting board under section 765a(1) that is limited to only processing and tabulating absent voter ballots approved for tabulation and received after 4 p.m. on the day before an election and before 8 p.m. on election day for all elections going forward and to direct that the City Clerk no later than 60 days before an election, inform the Oakland County Clerk that an absent voter counting board has been authorized by the Election Commission for the City of Birmingham.

LEGAL REVIEW:

The City Attorney has reviewed the process and has no objections.

FISCAL IMPACT:

Funds for election inspector wages and election contract services have been budgeted for in the 2025-2026 fiscal year budget.

SUSTAINABILITY:

Partnerships with Oakland County Elections Division for tabulating absent voter ballots and providing early voting services enhances the City's capacity to provide sustainable and efficient services to Birmingham voters:

DESIGN CONSIDERATIONS:

When assigning poll workers to their Election Day duties the following design considerations were applied:

- Assigning enough election inspectors for the anticipated workload of the polling location or absentee counting board
- Balancing the precincts by ensuring at least two inspectors of each party were assigned to each location
- Considering the preferences and abilities of the individual workers when placing them with their teams for their various roles on Election Day
- Inspectors on the list with an asterisk by their name are on deck to be a chair person or co-chair if there is a sudden need for another leader to step in

PUBLIC COMMUNICATIONS:

The City communicated recruitment efforts for election inspectors by posting information on the [city's website](#), through City publications, email, and news blasts.

SUMMARY:

The deadline to appoint election inspectors for the November 4, 2025 local election is Tuesday, October 14, 2025. Attached is a list of inspectors who have been assigned to serve for the upcoming election. In the event of an insufficient number of election inspectors, the City Commission designated the Clerk's Office to appoint additional election inspectors to properly run the election.

The City of Birmingham will be utilizing the Oakland County Absent Voter Counting Board to count the absent voter ballots that arrive to the Clerk's Office before 5:00 p.m. the day before the

November 4, 2025 election. According to State election law, the Election Commission must approve the use of an absent voter counting board for each election.

ATTACHMENTS:

- List of election officials proposed to work at the November 4, 2025 election

SUGGESTED COMMISSION ACTION:

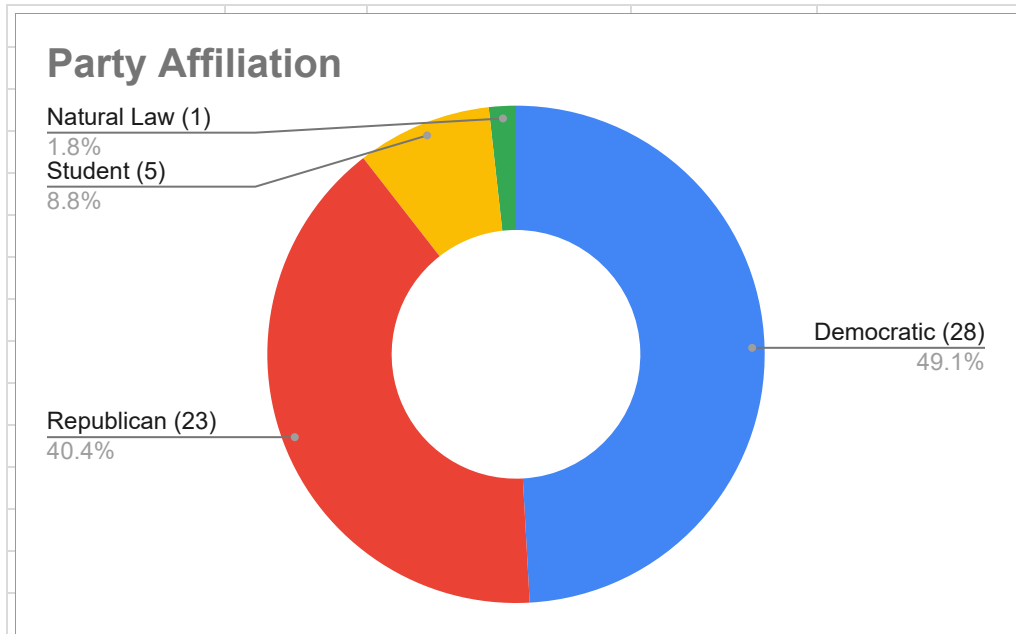
To make a motion to adopt a resolution appointing election inspectors, absentee voter counting board inspectors, receiving board inspectors and other election officials as recommended by the City Clerk for the November 4, 2025 local election pursuant to [MCL 168.674](#) , and further to grant the City Clerk the authority to make emergency appointments of qualified candidates should circumstances warrant in order to maintain adequate staffing in the various precincts, counting boards and receiving boards.

AND

To authorize the use of the Oakland County Absent Voter Counting Board for the purpose of processing and tabulating absent voter ballots on November 4, 2025, as prescribed in the terms and responsibilities previously agreed upon at the July 12, 2020 meeting by Commission resolution 07-120-20.

Placement	Notes	First Name	Last Name	Party
1	Chair	Martha	Coyne	Democratic
1	Co-Chair	Melissa	LeDuc	Democratic
1		Nancy	Barnett	Democratic
1		Constance	Martin	Democratic
1		Marikay	Pigeon	Republican
1		David	Proctor	Republican
1		Spencer	Sherr	Student
1		Starkemia	Taylor	Natural Law
2	*	Arban	Shala	Democratic
2	Chair	Loran	Brooks	Democratic
2	Co-Chair	Jennifer	Nickita	Republican
2		John (Jack)	Burns	Republican
2		Keena	Catanzaro	Republican
2		Eugene	Dixon	Republican
2		Kelvin	Mensing	Student
2		Mark	Thut	Republican
3	*	Marie	Meredith	Republican
3	Chair	Alicia	Chandler	Democratic
3	Co-Chair	Michelle	Moody	Democratic
3		Burce	Arfert	Republican
3		Mark	Arfert	Republican
3		Georgia	Dixon	Republican
3		Charles	Otis	Democratic
3		Jacquelin (Jackie)	Riley	Democratic
4	*	Larry	Lyng	Democratic
4	*	Curtis	Trimble	Democratic
4	Chair	Maria Alejandra	Gonzalez	Democratic
4	Co-Chair	Janice	Pinson	Republican
4		Diane	Currie	Democratic

Placement	Notes	First Name	Last Name	Party
4		Susan	Rieth	Democratic
4		Julia	Trimble	Student
4		David	Underdown	Republican
4		Ren	Yamamoto	Student
5	*	Brenda	Goodman	Republican
5	Chair	Bret	Gallaway	Republican
5	Co-chair	Evan	Blum	Democratic
5		Gabrio Alessandro	Calado	Student
5		Thomas	Connery	Democratic
5		Lori	Fricke	Republican
5		Kenneth	Gimpert	Democratic
5		Toni	Streit	Republican
AV		Kristine	Beauchamp	Republican
AV		Lauren	Brown	Republican
AV		Barbara	Collins	Democratic
AV		Alice	Keller	Democratic
AV		Ronda	Martinez	Democratic
AV		Martha	Moyer	Democratic
AV		Christine	Olde	Republican
AV		Constance	Romanelli	Democratic
AV-Close EV		Gail	Corcoran	Republican
AV-RB	Chair	Laura	Schreiner	Republican
AV-RB		William (Dave)	Johnson jr	Republican
AV-RB		Victoria	Lahar	Democratic
OC-AVCB		Mary	Steffy	Democratic
Office	Chair	Margaret	Brooks	Democratic
Office		Sydney	Pereira	Democratic
RB		Sharon	Niedermaier	Democratic





MEMORANDUM

City Clerk's Office

DATE: September 24, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: 45th Annual Art Birmingham

INTRODUCTION:

The Birmingham Bloomfield Art Center has submitted a special event application to hold the 45th Annual Art Birmingham art fair on May 9 and May 10, 2026. Set up for the event is scheduled for Friday, May 8, 2026 with meters bagged at 2:00 p.m., street closings at 5:00 p.m., and move-in completed by 9:00 p.m. The event begins at 10:00 a.m. on Saturday and Sunday, concluding at 6:00 p.m. on Saturday and 5:00 p.m. on Sunday. Teardown is scheduled for Sunday, May 10 from 5:00 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.

Art Birmingham is a fine art fair featuring the handmade artwork of approximately 150 jury-selected artists. Now in its 45th year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves.

The following event occurs in May in Birmingham and does not pose a conflict for this event:

Celebrate Birmingham Hometown Parade & Party 5/17/26 Downtown & Shain Park

LEGAL REVIEW:

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

FISCAL IMPACT:

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

SUSTAINABILITY:

There are no sustainability comments associated with this event.

DESIGN CONSIDERATIONS:

There are no design considerations associated with this event.

PUBLIC COMMUNICATIONS:

The Birmingham Bloomfield Art Center 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 45th Annual Art Birmingham art fair to be held Saturday, May 9 from 10:00 a.m. – 6:00 p.m. and Sunday, May 10 from 10:00 a.m. - 5:00 p.m. Set up is May 8 from 5:00 to 9:00 p.m. Teardown is May 10 from 5:00 – 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 September 18, 2025. Notification addresses are on file in the Clerk's Office.
- Hold harmless agreement
- 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 Bloomfield Art Center to hold the 45th Art Birmingham art fair on May 9 and 10, 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.

AUG 21 2025
2:29 PM

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.

EVENT OFFICE TO REVIEW PRO
SUBMITTING APPLICATION.

- **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.**

Date of Application 8/20/25

Name of Event **45th Annual Art Birmingham**

Fine Art Fair featuring approximately 150 jury selected artists, art activities, food, and music. The event serves as a fundraiser for the Birmingham Bloomfield Art Center

Location Shain Park and surrounding Streets

Date(s) of Event Sat May 9 & Sun May 10 2026 Hours of Event Sat 10am-6pm, Sun 10am-5pm
Date(s) of Set-up Friday May 8, 2026 5pm-9pm with meters bagged at 2pm

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

Date(s) of Tear-down Sunday May 10, 2026 Hours of Tear-down 5p m - 9p m

Organization Sponsoring Event Birmingham Bloomfield Art Center

Organization Address **1516 S Cranbrook, Birmingham, MI 48009**

Organization Phone 248-644-0866

Contact Person **Annie VanGelderens**

Contact Phone 248-644-0866 ex 108

Contact Email annievangelderens@bbartcenter.org



26-00012987

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

APPLICATION FOR SPECIAL EVENT PERMIT PARKS AND PUBLIC SPACES

- I. EVENT DETAILS
- II. EVENT INFORMATION
- III. EVENT LAYOUT
- IV. SAMPLE LETTER TO NOTIFY AFFECTED PROPERTY OWNERS/BUSINESSES WITHIN 300 FEET OF EVENT LOCATION
- V. INSURANCE INFORMATION
 - INSURANCE REQUIREMENTS
 - HOLD HARMLESS AGREEMENT
- VI. POLICIES AND PROCEDURES
- VII. CHECKLIST
- VIII. SAMPLE MAPS
- IX. DEPARTMENTAL APPROVAL PAGE

TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

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

Special Event Application Revised – 06/11/2025

II. EVENT INFORMATION

1. Organization Type non-profit
(city, non-profit, community group, etc.)
2. Additional sponsors or participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.)
The Guild of Artists and Artisans- Abby Woods, Event Operations Manager
118 N. Fourth Ave, Ann Arbor, MI 48104
734-662-3382 ex 306 abby@theguild.org
3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
This is a partnership between the Guild of Artists and Artisans and the Birmingham Bloomfield Art Center. It is an annual fundraiser for the BBAC
4. Are there any sustainability initiatives associated with this event? Please explain.

5. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Birmingham Bloomfield Art Center
List expected income \$35,000 Attach information about the beneficiary.
6. First time event in Birmingham? YES ☐ NO ☒
If no, describe This will be the 45th annual Art Birmingham

7. Total number of people expected to attend per day 40,000+
8. The event will be held on the following city property: (Please list)
☒ Street(s) Bates, Martin, Henrietta, and Merrill
☐ Sidewalk(s) _____
☒ Park(s) Shain Park

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe parking for oversized artist vehicles will be needed- open air parking

Attendees and regular artist vehicles will park in the City Structures

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

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

Describe The Guild of Artist and Artisans will have professional event staff onsite during the event

Overnight security will be provided by Prostar

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

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

Describe Police walk through during the event

(2) officers + (1) Overwatch assigned to event each day.

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

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

13. Will music be provided? YES ☒ NO ☐

X Live Amplification Loudspeakers

Recorded Time music will begin 11am

Time music will end 5pm

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 Roughly 24 A Frames
 Size of signs/banners 24 x 36"
 Submit a photo/drawing of the sign(s). **A sign permit may be required.**

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

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

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

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

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	50	\$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	3 Trash 2 Recycling	\$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)	8-10 # 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)	160	10x10
Portable Toilets	8-10	
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

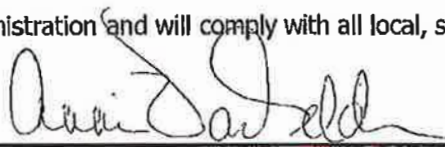
3. Do you want the Fountain on? YES ☐ NO ☒ N/A ☐
The fountain is on weather permitting June 1st through mid-October.
4. Umbrellas should be removed? YES ☒ NO ☐ N/A ☐
Umbrellas are available June 1st through mid-October.
5. Bistro tables/chairs should be removed? YES ☒ NO ☐ N/A ☐
Bistro tables/chairs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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 45th Annual Art Birmingham
EVENT DATE May 9th & 10th, 2025

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.


Signature
8-19-25
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.



Hold Harmless Agreement

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

Karen Delhey

Executive Director

Date: 8/21/2025

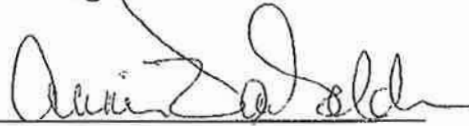
T H E G U I L D O F A R T I S T S & A R T I S A N S

118 N. Fourth Avenue • Ann Arbor, MI 48104-1402

734.662.3382 • Fax: 734.662.0339 • info@theguild.org • www.theguild.org

Hold Harmless Agreement

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



Annie VanGeldereren
President and CEO

Date: 8-19-25

The Birmingham Bloomfield Art Center has been providing “art for all” since 1957 and is a regional non-profit art center committed to promoting the visual arts. The BBAC’s mission is “to connect people of all ages and abilities with visual arts education, exhibitions, and other creative experiences.” Each year more than 500 classes are offered for all skill levels and ages, preschool to senior citizens. Throughout the year, more than 9,000 individuals are served by classes, workshops, art camps, ArtAccess programs, special events and exhibitions (that are free and open to the public). The BBAC also supports hundreds of artists each year, with opportunities to teach, exhibit and sell their work.

EDUCATION

More than 500 classes and workshops are offered each year at the BBAC for adults and youth as young as three years old. Curriculum includes painting, drawing, ceramics, jewelry and metalsmithing, printmaking, sculpture, weaving, book arts, and more, and student artists range from the novice to the notable. There are always introductory or sampler classes for those with artistic desire who may not know exactly what they want to pursue.

EXHIBITIONS

- There are five distinct gallery spaces at the BBAC, each with a new exhibit about every four to six weeks, and all are free and open to the public. Exhibiting artists range from “master” to emerging, and media includes painting, sculpture, fiber, and more. The BBAC is committed to providing its students with authentic exhibiting experience, and dedicates one gallery to adult student shows. The newest and fifth gallery is expressly dedicated to the work of ArtAccess participants and the youngest student artists.

OUTREACH

Since 2008, BBAC ArtAccess programs support the art center’s vision of “art for all” by striving to provide the transformative power of art to those who may have limited access, bringing meaningful hands-on experiences to those otherwise lacking the means to create and connect to the world of visual arts.

- **Meet Me @ the BBAC** – In 2013, the BBAC launched a new access program based on *Meet Me at MoMA*, created by The Museum of Modern Art (NYC), offering interactive gallery and art-making sessions for individuals with early- and mid-stage Alzheimer’s or dementia along with their caregivers.
- **Art of Caregiving**® – New in 2016, the BBAC’s latest community outreach program offers a series of art workshops for caregivers of the elderly and people with Alzheimer’s/dementia – all free.
- **ArtBridge: Bridging High School to College to Careers in Visual Arts** – Aiming to help young people realize their educational and artistic career aspirations, ArtBridge is a comprehensive program that prepares motivated students by confirming and building their skills, making sure art fundamentals are well covered, providing college selection guidance and mentoring, and assisting with digital portfolio preparation. Thanks to funding from private foundations, each year dozens of motivated Detroit students considering art as a career participate in this program for no cost.
- **ArtBridge in Detroit: Amelia Earhart Elementary & Middle School** – In 2016, the BBAC adopted a Detroit middle school which had to eliminate all arts from its curriculum in 2010. We provide weekly art classes for all grades, including professional instructor and materials, plus a weekly after-school gathering to create art – all at no cost to the school or students.
- **Studio 1**® – Addresses visual art education for special needs populations of all ages including historically underserved individuals and groups with unique physical, emotional, or developmental needs. By working with partner organizations, those who serve people with special needs of many kinds, the BBAC promotes multiple levels and cross-sectors of collaboration.
- **Sundays @ the Center** - Focusing on multi-generational programming, we offer monthly drop-in workshops, with two options for authentic art-making, led by an artist instructor. The cost is nominal and all materials are provided.
- **Seniors @ the Center** - Also offered monthly are drop-in visual art workshops that correspond to this age group, designed to teach a genuine art project each time. The cost per person is nominal, and participants range from individuals to groups from assisted living facilities.



**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: September 18, 2025

TO: Principal Shopping District Members, Downtown Birmingham Residents,
Interested Parties and Property 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.

EVENT INFORMATION

NAME OF EVENT: 45th Annual Art Birmingham
LOCATION: In and around Shain Park (layout enclosed)
DATES/TIMES OF EVENT: Saturday, May 9, 2026, 10am – 6pm and
Sunday, May 10, 2026, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: A fine art fair featuring the handmade artwork of approximately 160 jury-selected artists. Now in its 45th year, the fair is a key annual fundraiser for the highly respected Birmingham Bloomfield Art Center (BBAC) whose "Art for All" vision delivers arts education and exhibitions to the community it serves. **If you experience any issues during the event, please contact the Birmingham Police Department at 248.530.1889.**

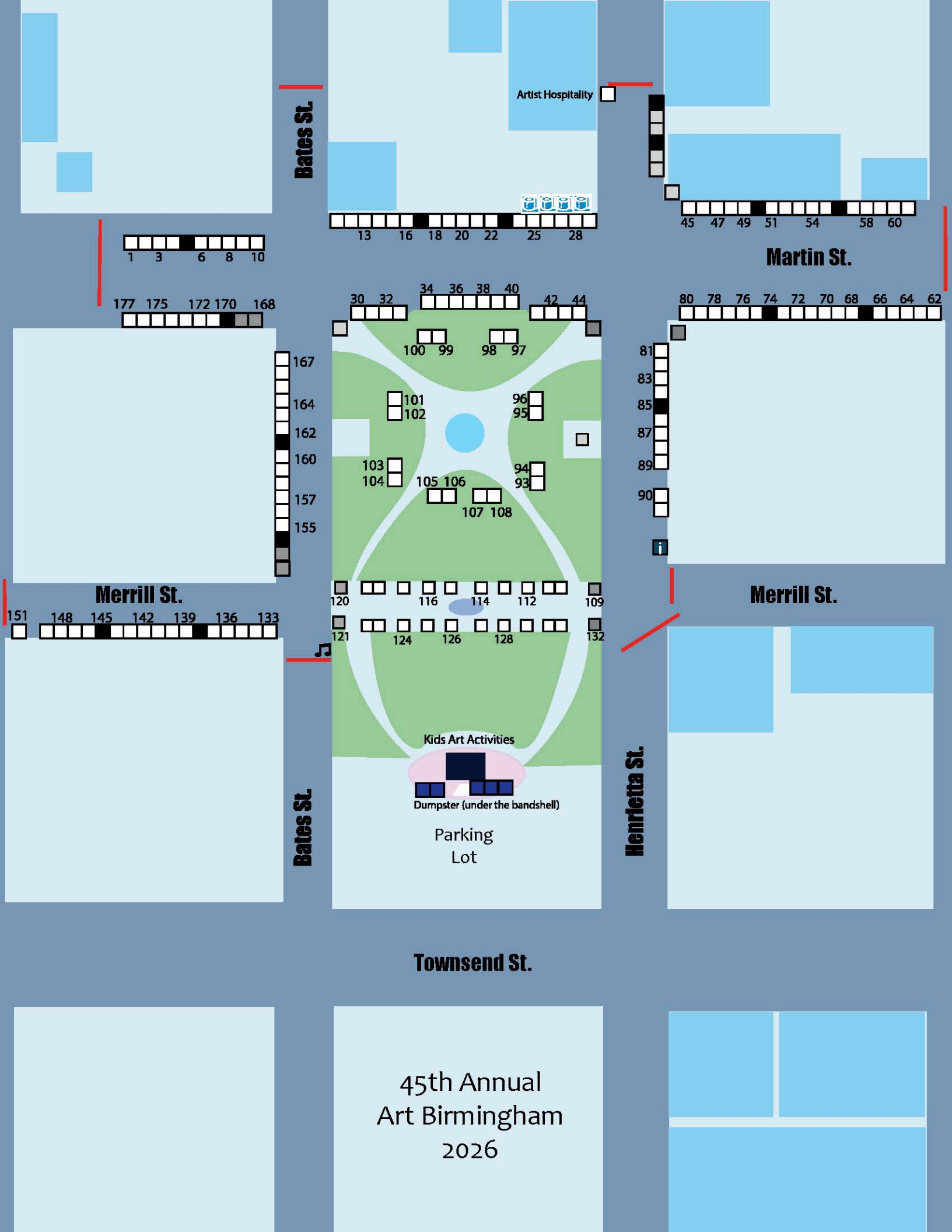
DATES/TIMES OF SET UP: Friday, May 8, 2026, meters bagged at 2pm with street closings at 5pm and move-in completed by 9pm
DATES/TIMES OF TEAR DOWN: Sunday, May 10, 2025, from 5pm to 9pm

DATE/TIME OF CITY COMMISSION MEETING: Monday, October 6, 2025 at 7:30pm

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30PM. *You may also attend virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760 . A complete copy of the application to hold this special event is available for your review at the city clerk's office (248.530.1880).* To receive updates on special events held in the city log on to www.bhamgov.org/enotify.

EVENT ORGANIZER: Birmingham Bloomfield Art Center
ADDRESS: 1516 S. Cranbrook, Birmingham, MI 48009
PHONE: 248.644.0866
For Questions on day of Event, Contact: Karen Delhey (734)646-8431

Attachment: Art Birmingham layout/map



Bates St.

Artist Hospitality

Martin St.

Merrill St.

Merrill St.

Bates St.

Henrietta St.

Townsend St.

45th Annual
Art Birmingham
2026

Kids Art Activities

Dumpster (under the bandshell)

Parking
Lot

THE
GUILD
OF ARTISTS & ARTISANS

118 N. Fourth Ave.
Ann Arbor, MI 48104

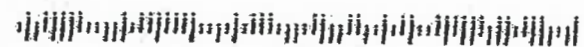
METROPLEX MI 480

18 SEP 2025 PM 8 L



CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

48012-300101



DEPARTMENT APPROVALS

LICENSE NUMBER # 26-00012987

NOTE TO STAFF: Please submit approval by September 22

EVENT NAME: Art Birmingham
COMMISSION HEARING DATE: October 6, 2025

DATE OF EVENT: 5/9-5/10

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	Any tents over 400 SQFT. Require a permit.		\$174.90	
FIRE 101.0-000.000-636.0004 248.530.1900	JS	Tents will be inspected at day of set up by Fire Marshal. Fire extinguishers required in tents using fuel fired equipment, cooking or other heat source materials. Provide flame retardant certificate prior to event set up for all tents 20X20 and larger. Ensure egress paths are clear, fire lanes and hydrants clear of obstructions at all times. Cooking prohibited under tents or canopies. Food trucks must have updated fire suppression equipment tagged current. Food trucks shall follow all guidelines of International Fire Code 2024 ed. as adopted by the City of Birmingham. Food trucks shall contact the Fire Marshal Office prior to event for inspections. Inspection of food trucks is required prior to operating on event grounds. Extension cords, hoses or other trip hazards shall be protected with a "wire bridge" or hard cover to prevent damage to equipment or pose a trip hazard to pedestrians.	Food trucks shall schedule an inspection with the Fire Marshal prior to event. All food trucks to follow IFC 2024 requirements.	\$0.00	

POLICE 101.0-000.000.636.0003 248.530.1870	RK	2 officer detail each day, 1 Overwatch, and barricades/cones/meter bags.	N/A	\$4,320.86	
PUBLIC SERVICES 101.0-000.000-636.0002 248.530.1708	BM	Includes barricade placement, placement of city vehicles to block intersections for safety, dumpster rental (3 regular/2 recycling), trash boxes and trash removal as requested.		\$4,500	
ENGINEERING 101.0-000.000.636.0002 248.530.1839	MC	Obstruction Permit is required. Map of event coordinates the construction that is occurring at 320 Martin.	Obstruction Permit	\$100	
PARKING	AF	Artists and attendees are on their own for parking. Pay the posted rate in all meters and 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	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 ____.	0	0
			TOTALS: Estimated and Actual Costs	\$9,095.76	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Clerk's Office

DATE: **October 1, 2025**

TO: **Jana L. Ecker, City Manager**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Greenwood Cemetery Advisory Board Member Resignation**

INTRODUCTION/BACKGROUND:

The Greenwood Cemetery Advisory Board Member Paul Connell submitted his resignation from the board effective September 15, 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 Paul Connell from the Greenwood Cemetery Advisory Board, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated September 15, 2025.

SUGGESTED COMMISSION ACTION:

To make a motion to accept the resignation of Paul Connell from the Greenwood Cemetery Advisory Board, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

Mya Brown <mbrown@bhamgov.org>

Fwd: GCAB

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

Mon, Sep 22, 2025 at 1:00 PM

Please process this resignation for the 10/6/25 meeting

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

From: **Paul Connell** <PConnell@ajdesmond.com>
Date: Mon, Sep 15, 2025 at 8:33 AM
Subject: GCAB
To: Alex Bingham <abingham@bhamgov.org>

Good morning Alex... I hope this looks OK...

City of Birmingham
[151 Martin Street,](#)
[Birmingham, Michigan](#)

Attn: Alex Bingham,
Birmingham City Clerk

I am writing to inform you that I am resigning from my position as a board member of the Greenwood Cemetery Advisory Board, effective immediately... I regret that I have to submit my resignation to be in compliance with the rules and regulations requiring my residency in Birmingham... if allowable, I would like to remain on in a consultatory manner...

Respectfully submitted,

Paul S Connell
[1628 Robell Dr.](#)
[Commerce Twp., MI](#)
[48390](#)
Sent from my iPhone

--

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 Residents

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



MEMORANDUM

Fire Department

DATE: September 23, 2025

TO: Jana L. Ecker, City Manager

FROM: Matthew J. Bartalino, Interim Fire Chief

SUBJECT: Local Emergency Management Program (LEMP) Work Agreement

INTRODUCTION:

The City of Birmingham operates an emergency management program. Each fiscal year (FY), the City signs a work agreement that defines the scope of work for a sustainable and effective emergency management program. This agreement must be signed by the jurisdiction's Chief Elected Official and Emergency Management Program Manager (Fire Chief).

The FY 2026, LEMP work agreement is attached for the continuation of the Emergency Management Performance Grant (EMPG). These funds are used toward developing and maintaining the City's emergency management program.

BACKGROUND:

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

The Fire Chief serves as the Emergency Manager for the City of Birmingham. The LEMP supports a comprehensive, all-hazard emergency preparedness system to build and sustain the capabilities of the emergency management program. The grant funds are used to support core areas such as prevention, protection, mitigation, response, and recovery after emergencies. The grant awards are based on a percentage of the Emergency Manager's (Fire Chief) salary. The grant is a partial reimbursement of the Fire Chief's annual compensation.

Each year the City is required to sign an agreement in order to be eligible for any awarded EMPG funds. The work agreement details the program's plan for activities, training, reporting, etc.

LEGAL REVIEW:

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

FISCAL IMPACT:

Emergency Management Performance Grant awards would not be provided without signing the FY 2026 work agreement.

SUSTAINABILITY:

N/A

PUBLIC COMMUNICATIONS:

None required.

SUMMARY:

It is recommended that the City Commission approve the FY 2026 Local Emergency Management Program Work Agreement in order to secure any opportunities for Emergency Management Performance Grant awards. These awarded funds will be used to support the City's Emergency Management program.

ATTACHMENTS:

1. State of Michigan FY 2026 Local Emergency Management Program Work Agreement.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the FY 2026 Local Emergency Management Program Work Agreement. Further, to direct the Mayor to sign the agreement on behalf of the City and any required quarterly reports or surveys associated with the EMPG grant and to authorize the Fire Chief as the sub-recipient authorized representative in order to sign any related LEMP and EMPG documents on the City's behalf.

Jurisdiction Name: _____

Fiscal Year (FY) 2026

**Local Emergency Management Program (LEMP)
Work Agreement and Quarterly Report Outline**

☐ Work Agreement

Due: October 1, 2025

Purpose

The **LEMP Work Agreement** and **Quarterly Report Outline** defines the scope of work for a sustainable and effective emergency management (EM) program in the State of Michigan. The work agreement must be signed annually by the jurisdiction's Chief Elected Official (CEO), the Emergency Management Coordinator (EMC), the Michigan State Police (MSP) District Coordinator (DC), and the EM Program Manager, where applicable.

By signing the work agreement, the jurisdiction is certifying their commitment to maintaining the minimum standards of an effective EM program in the State of Michigan. The jurisdiction also agrees to comply with quarterly reporting requirements, providing details on the EM program's activities in relation to the standards outlined in the Quarterly Report Outline section of this document.

Quarterly reporting is completed in an online survey and will follow the format and schedule included in this work agreement. Quarterly reporting is required by EM programs that meet the criteria defined under the Administrative Rules for State Assistance to Counties and Municipalities to Public Act 390 of 1976, as amended, MCL 30.419 (P.A. 390). Specific activities included in the Quarterly Report Outline are required to be completed and are identified as required in the outline. Performance based activities that are not required, but serve as standards to enhance program effectiveness, are also labeled accordingly. Regardless of designation, all activities must be reported on in the quarterly reports. Activities for each standard were established by a group of local and state EM subject matter experts who maintain a baseline set of standards for EM programs in Michigan.

Note: Jurisdictions receiving Emergency Management Performance Grant (EMPG) funding must maintain all grant documentation, including a signed copy of the LEMP Work Agreement, for three years after the federal award is closed. The EMPG has a three-year period of performance. Please verify exact dates for specific grant years by contacting the MSP, Emergency Management and Homeland Security Division (EMHSD).

SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE



MEMORANDUM

Building Department

DATE: September 25, 2025

TO: Jana L. Ecker, City Manager

FROM: Jeff Zielke, Building Official

SUBJECT: Interlocal Agreement – Damage Assessment Mutual Aid

INTRODUCTION:

This Interlocal Agreement for Damage Assessment Mutual Aid is an agreement between neighboring communities who are members of the Oakland County Building Officials' Association to provide assistance and aid in evaluating damage to buildings and structures as a result of a disaster or emergency.

BACKGROUND:

Oakland County Building Officials' Association Damage Assessment Mutual Aid Agreement is an agreement between communities in Oakland County. This interlocal agreement will allow any participating community to receive help for damage assessment services from other participating communities during an emergency. The help would come from inspectors who would evaluate the nature and extent of damage to buildings and structures resulting from a disaster or emergency. Depending on the size of the disaster, a community could either be in need of help, or be providing help to another community. This agreement will help aid communities to respond quickly and provide the information required to Oakland County, the State of Michigan, and the Federal Government in order to receive State and Federal aid.

LEGAL REVIEW:

The City Attorney reviewed the agreement and has no objection to the suggested commission action.

FISCAL IMPACT:

There is no direct fiscal impact with this agenda item. If action is required, communities may receive payment from the neighboring community or State or Federal reimbursement for staff costs.

SUSTAINABILITY:

There is no sustainable impact with this agenda item.

DESIGN CONSIDERATIONS:

There are no design considerations with this agenda item.

PUBLIC COMMUNICATIONS:

There are no public communications required for this agenda item.

SUMMARY:

The City Commission is asked to approve this agreement which will allow the City to either provide assistance to another participating community in need of help, or to receive help from another participating community.

ATTACHMENTS:

Attachment A – Interlocal Agreement for Damage Assessment Mutual Aid.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the Interlocal Agreement for Damage Assessment Mutual Aid between neighboring communities who are members of the Oakland County Building Officials' Association to provide assistance and aid to participating communities in evaluating damage to buildings and structures as a result of a disaster or emergency.

INTERLOCAL AGREEMENT

BETWEEN

PARTICIPATING LOCAL GOVERNMENT UNITS AS SIGNATORIES TO THIS AGREEMENT

FOR DAMAGE ASSESSMENT MUTUAL AID

THIS DAMAGE ASSESSMENT MUTUAL AID INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between City of Birmingham, referred to in this Agreement individually as a "Party" and collectively as "Parties".

RECITALS:

WHEREAS, Damage Assessment Services can be improved by cooperation between political subdivisions during times of public emergency or disaster ("Incidents"); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a local government unit to exercise jointly with any other local government unit any power, privilege or authority which such local government units share in common and which each might exercise separately; and

WHEREAS, the Parties desire to enter into an interlocal agreement, pursuant to the Act, to receive and provide assistance in evaluating the nature and extent of damage to buildings and structures resulting from a disaster or emergency; and

WHEREAS, each Party has the authority to execute this Agreement pursuant to the approval of its governing body; and

WHEREAS, each Party desires the ability to receive personnel and equipment from another Party for Damage Assessment Services when it does not have adequate resources to perform all needed assessments due to the disaster or emergency, upon the request of another Party; and

WHEREAS, the Michigan Constitution and the people of the State of Michigan have long recognized the value of cooperation by and among the state and its local government units.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth in this Agreement, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

“Association” means the Oakland County Building Officials Association, a Michigan corporation incorporated on September 13, 2024.

- a) “Association Board” means the Board of the Oakland County Building Officials Association as established by the Bylaws.
- b) “Days” means calendar days.
- c) “Building Official” means the person and or business responsible for building code enforcement or a director of the building department.
- d) “Building Department” means the operating department of a Party providing Damage Assessment Services.
- e) “Inspector” means personnel qualified and trained in providing Damage Assessment Services.
- f) “Damage Assessment Services” means the systematic process of using qualified personnel to evaluate the nature and extent of damage to buildings and structures resulting from a disaster or emergency.
- g) “Effective Date” means the date on which the Agreement is first filed with the Secretary of State, the Oakland County Clerk, and each county where Parties are located.
- h) “Incident” means a public emergency, conflagration, serious threat to public safety or disaster.
- i) “Oakland County Emergency Management and Homeland Security Department” means the Oakland County office(s), official(s) or administrator(s) responsible for the activation and implementation of the Emergency Operations Plan for Oakland County and/or the coordination of responses to emergencies arising in the county.
- j) “Party” means a local government unit that has signed this Agreement after approval by their legislative body.
- k) “State” means the State of Michigan.

ARTICLE II RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

Section 2.01. Assurances. Each Party shall comply with all federal, state, and local ordinances, regulations and rules applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interest.

Section 2.02. As-is: The Damage Assessment Services provided by a Party are provided “as-is” without any warranty of any kind, to the maximum extent provided by law. The entire risk of using the Damage Assessment Services of another Party shall remain with the Party requesting the assessment.

Section 2.03. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by Section 9 of the Act or otherwise under law.

Section 2.04. Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party’s relationship to any other Party shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement. Personnel dispatched to aid a Party are entitled to receive benefits and/or compensation to which they are otherwise entitled under the Michigan Workers’ Disability Compensation Act of 1969, any pension law, or any act of Congress.

Section 2.05. Liability. Each Party will be solely responsible for the acts and omissions of its own employees, and agents, and the costs associated with those acts and the defense of those acts. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Damage Assessment Services or for leaving the scene of an Incident after responding to a request for service.

Section 2.05. Insurance. Each Party shall be responsible for maintaining adequate insurance or self-insurance for its activities under this Agreement.

ARTICLE III DURATION, WITHDRAWAL, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 3.01. Duration. The existence of the Agreement commences on the Effective Date and continues until terminated in accordance with Section 3.03.

Section 3.02. Withdrawal by a Party. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the other Parties. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as at least two (2) Parties are committed to this Agreement. Parties withdrawing from the Agreement and subsequently requesting mutual aid for Damage Assessment Services from a Party to this Agreement may be subject to reasonable fees for the response as determined by the responding local government unit.

Section 3.03. Termination. This Agreement shall continue until the Agreement consists of less than two (2) Parties

ARTICLE IV DAMAGE ASSESSMENT SERVICES

Section 4.01. Requests for Damage Assessment Services. The Building Official, or other official designated by a Party, shall have the right to initiate requests for Damage Assessment Services at such times as deemed to be in the best interests of the Party to do so. Nothing within this Agreement shall prohibit a Party from activating other existing mutual aid agreements.

Section 4.02. Response to Request for Services. Upon a Building Official's receipt of a request from another Party for Damage Assessment Services, the Building Official or his/her designee, shall inform the requesting Party of its ability to respond to the request. The request shall describe in detail the requested Damage Assessment Services including location(s) and assessment(s) needed and if costs for the response will be reimbursed, how the reimbursement amount will be determined as provided in Section 6.01. If the Party receiving a request has available personnel and resources, their Building Official may commit personnel to the requesting Party. A Party providing Damage Assessment Services to another Party shall have the right to maintain the operational capability of their own jurisdiction. An authorized representative of the Party which chooses not to provide requested assistance under this Agreement shall immediately notify the requesting Party if it is unable to provide the requested assistance. The final decision on whether to provide assistance rests solely with the Party receiving a request for assistance. A Party responding to a request for Damage Assessment Services shall not be required to maintain personnel within the boundaries of the requesting Party for a period longer than is necessary to provide a damage assessment or until such time the assisting Party needs its resources to maintain the operational capacity of its own jurisdiction.

Section 4.03. Dispute Resolution Regarding Mutual Aid Requests. In the interest of fostering a fair and sustainable mutual aid arrangement between the Parties, the following method of dispute resolution shall be available to the Parties if they wish to use this resolution method. If a Party believes its resources have been requested by another Party on multiple occasions in abuse of the intent of this Agreement, or if a Party believes the refusal of another party to respond to a request for assistance was unreasonable, it may request the other Party to participate in a review of the dispute by the Board of the Oakland County Building Official's Association for resolution.

Without waiving the rights, powers, privileges and authority of each Party to address issues at the direction and discretion of their governing body, upon receipt of a request for resolution of a dispute, the Oakland County Building Official's Association Board, shall appoint a panel of three (3) Association Board members to investigate the dispute and recommend a resolution. For purposes of considering such dispute, the Association representatives of the Parties involved in the dispute shall not participate in and shall abstain from any vote concerning the dispute, but shall be given an opportunity to submit statements and information to the Association Board for its consideration. The determination of the Association Board shall not be at the same meeting at which the panel's recommendation concerning the dispute is first discussed. The Parties involved in the dispute may agree to be bound by the recommendation of the Association Board.

Section 4.04. Other Agreements. This Agreement shall not preclude, supersede or negate the activation or the fulfillment of the terms of any local, regional or state mutual aid or reciprocal aid compacts or agreements.

ARTICLE V ADMISSION AND REMOVAL OF PARTIES

Section 5.01. Admission. A local government unit may become a new Party to this Agreement after its Effective date upon approval of its legislative body and executing the Agreement. The Clerk of the new Party shall provide a signed copy of the Agreement to the Clerk of the County in which the new Party is located and to the Secretary of State. The Building Official for the new Party shall provide a copy of the executed Agreement to the secretary of the Oakland County Building Officials Association.

Section 5.02. Removal. A Party may be removed for cause from participation in this Agreement upon a vote of two-thirds of the Building Officials of the Parties. If removed from participation in this Agreement, a local government unit shall not be entitled to receive Damage Assessment Services subject to the terms of this Agreement.

Section 5.03. Active Members. The Parties designate the secretary of the Oakland County Building Officials Association to maintain a current list of Parties on the Oakland County Building Officials Association website and to maintain copies of the signed Agreements.

ARTICLE VI DAMAGE ASSESSMENT COSTS

Section 6.01. Damage Assessment Costs. To the extent practical, any when requesting Damage Assessment Services, the requesting and responding Parties shall discuss and agree upon whether the responding Party will receive reimbursement and how the amount of reimbursement will be determined. A Party may not receive reimbursement for the same costs from both the requesting party and Oakland County, the State of Michigan or FEMA, should federal, state or county funds become available.

ARTICLE VII MISCELLANEOUS

Section 7.01. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

Section 7.02. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Section 7.03. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or as otherwise dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the court set forth above.

Section 7.04. Captions. The captions, headings, and titles in this Agreement are intended for the

convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

Section 7.05. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 7.06. Recitals. The Recitals shall be considered an integral part of this Agreement.

Section 7.07. Amendment. The Agreement may be amended upon approval of a written amendment by the governing bodies of all Parties. An amendment to remove a Party shall not require approval of the governing body of the Party being removed. Amendments to this Agreement shall be filed by the Clerk of each local unit of government with the Secretary of State, the Oakland County Clerk and any other governmental agency, office and official required by law. The Building Official of each Party shall provide an executed copy of amendments approved by his or her local unit of government to the secretary of the Oakland County Building Officials Association.

Section 7.08. Compliance with Law. The Parties shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 7.09. No Third- Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right kind in favor of any individual or legal entity.

Section 7.10. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) Agreement.

Section 7.11. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

Section 7.12. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

Section 7.13. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the clerk of the participating local government unit.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set

forth.

CITY OF BIRMINGHAM:

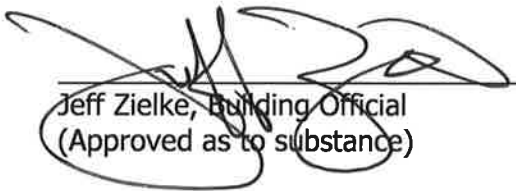
By: _____
Therese Longe, Mayor
Dated: _____

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

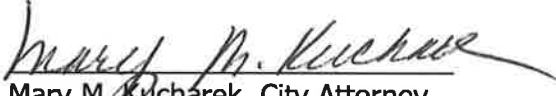
APPROVED:



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



Jeff Zielke, Building Official
(Approved as to substance)



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



MEMORANDUM

City Manager's Office

DATE: October 1, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Professional Owner's Representative to Explore Public/Private Partnership Opportunities

INTRODUCTION:

On June 23, 2025, the City Commission received a staff report from City Attorney Mary Kucharek to City Manager Jana Ecker. The subject of the staff report was "Complex Public/Private Partnerships." Ms. Kucharek indicated that a developer had approached the City Attorney's office expressing an interest in developing a complex public/private partnership on City property. The question posed by City Attorney Kucharek was, "What is the City's appetite and interest in embarking in complex public/private partnerships in general?"

Ms. Kucharek discussed how public/private partnerships could be advantageous to the City. Ms. Kucharek also discussed how any public/private partnership would require some type of competitive bidding process. Ms. Kucharek suggested that there be a broad general discussion with the City Manager's office and the City Commission to determine the City's position on such activities, and based upon that conversation, the next steps, if any, would be apparent. The City Commission discussed the issue at length. After discussion, the City Commission found consensus that they would entertain public/private partnerships that would benefit the City financially and residents in general. However, the City Commission also reached consensus that any private developer coming forward would have to acknowledge that any idea presented to and acted upon by the City would have to be made public and that there would have to be a competitive bidding process conducted if the partnership idea came to fruition.

At the August 25, 2025 City Commission meeting, Commissioner Baller brought up the topic of public/private partnerships. Commissioner Baller suggested that the Commission was receptive to the idea from a previous meeting and that the Commission should now give City staff formal direction to proceed with the process of hiring an owner's representative. After some discussion, the Commission found consensus that this was in fact the second time the topic had been discussed and as a result, a motion was made directing City staff to make the item a formal agenda item and to bring back a proposal to hire an owner's representative. The motion passed 7-0.

BACKGROUND:

The City Commission asked City staff to come back with a proposal to hire a professional owner's representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. In an effort to continue to be a progressive, forward thinking City, the Commission believes that they would be remiss if they did not consider alternative methods of achieving City improvements (infrastructure, services, equipment) that would be both financially beneficial to the City and advantageous to residents.

Public/private partnerships have numerous advantages that the City would like to consider, including:

1. Access to Capital and Cost Savings
 - a. Utilizing private investment instead of relying solely on taxes or public debt.
 - b. Financial risks are shared with private partners.
2. Risk Sharing
 - a. Construction issues, cost overruns and operational problems can be transferred to the private sector.
 - b. Performance based contracts incentivize private partners.
3. Efficiency and Innovation
 - a. Private investment brings specialized expertise, advanced technology and streamlined management practices.
 - b. Private investment brings potential innovations in design, construction and operations and delivers projects faster than traditional government led projects.
 - c. Private investment is often responsible for operations and maintenance for extended periods of time.
4. Economic Development
 - a. Increased tax base.
 - b. City vibrancy enhanced.
5. Infrastructure Improvements
 - a. May allow City to undertake infrastructure improvements that the City might not otherwise be able to afford.
 - b. Opens opportunities to address other City needs/desires.

Public/private partnerships also have potential negative risks, including:

1. Higher Costs
 - a. Private investment takes into consideration profit margins, financing costs, risk premiums and other "costs" that may drive the total cost of a project higher than it would have been if the private sector was not included.
 - b. Long-term payments to private investment may end up being higher than traditional government.
2. Loss of Public Control
 - a. Private investment may prioritize financial gain over City needs.
 - b. Long term agreements may limit the City's ability to make changes or address operational issues.
3. Transparency and Accountability
 - a. Public/private partnership agreements are often complex and negotiated behind closed doors.

- b. Complex financial agreements and high dollar projects make public/private partnerships susceptible to mismanagement, lobbying pressure or corruption if proper oversight is not established and followed.
- c. Potential for residents to feel that they have been left out of the decision making process and that public trust and oversight are jeopardized.

The City desires to hire a professional owner's representative (POR) specializing in public/private partnerships to serve as an extension of the City to explore potential public/private partnership opportunities and to conduct an analysis of any proposed project to determine the viability of that project. The POR would oversee and coordinate meeting with any private investment entities interested in a public/private partnership with the City. The POR will produce a written document analyzing the viability of any potential projects for the City Commission and will be present to answer any questions from the City Commission. If the City Commission decides to move forward with a formal evaluation of the project, the POR will be directed to complete a formal report and bring a recommendation back to the City Commission for their consideration.

The POR would support the City in developing and advancing potential public/private partnership opportunities. The POR's role would be advisory and facilitative. Final decision making authority would remain with the City Commission. The POR would serve as the key liaison between the City of Birmingham and any private sector entity interested in a private/public partnership with the City. The POR would serve a three year contract. The POR would be paid a set hourly fee for every proposed private/public partnership opportunity assigned to it by the City. The POR should be available to commence performance immediately after the award of the professional owner's representative services contract. All final decisions and approvals shall rest with the City Commission.

LEGAL REVIEW:

City Attorney Kucharek's staff report on June 17, 2025 on the topic of public/private partnerships is included as an attachment to this report (Attachment 1). Ms. Kucharek was very clear that a competitive bidding process is required to choose both the owner's representative and any public/private partnerships agreement involving public property and public financing.

City Attorney Kucharek has reviewed the attached Request for Proposals (RFP) and associated contract and has no issue as to form or substance.

FISCAL IMPACT:

The hiring of an owner's representative to explore public/private partnerships was not identified in the 2025-2026 City budget. Finance Director Mary Chavez was briefed on this project. City staff researched how owner's representatives are compensated for their services when acting as an extension of the City in negotiations. It was determined that an hourly fee schedule would be the most likely form of compensation. The proposed RFP for a professional owner's representative to explore public/private partnerships is attached to this report (Attachment 2). The cost proposal found in Attachment 2 asks for an hourly fee as well as any associated administrative fees. Once these fees have been identified, a financial analysis will be part of the evaluation process and Finance Director Chavez would then be able to address the issue of a budget amendment to the 2025-2026 City budget if the City Commission moves forward on the proposal.

SUSTAINABILITY:

The issue of sustainability would be addressed on a case by case basis as it relates to the topic of any public/private partnership. The chosen POR will be instructed to be mindful of any issues or opportunities for sustainability enhancements in any proposed partnership.

DESIGN CONSIDERATIONS:

The issue of design considerations would be addressed on a case by case basis as it relates to the topic of any public/private partnership. The chosen POR will be instructed to be mindful of design considerations in any proposed partnership.

PUBLIC COMMUNICATIONS:

The topic of public/private partnerships opportunities has been discussed twice by the City Commission in a public forum (June 23, 2025 and August 11, 2025). This staff report and associated attachments were also published in the City Commission Agenda for the September 15, 2025 City Commission meeting.

SUMMARY:

The City Commission requested that City staff produce a proposal to hire a professional owner's representative (POR) to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. The advantages and potential negative risks of public/private partnerships were articulated. The roles and responsibilities of the POR were also articulated.

It is the recommendation of City staff that the City Commission make a resolution authorizing City staff to publish the attached RFP for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network (MITN).

ATTACHMENTS:

- Attachment 1 - City Attorney Kucharek's June 16, 2025 Staff Report on the Topic of Public/Private Partnerships
- Attachment 2 - Request for Proposals - Professional Owner's Representative to Explore Public/Private Partnership Opportunities

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve posting the Request for Proposals for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities on the Michigan Intergovernmental Trade Network.

ATTACHMENT 1



STAFF REPORT

Legal Department

DATE: June 17, 2025
TO: Jana Ecker, City Manager
FROM: Mary M. Kucharek, City Attorney
SUBJECT: Complex Public/Private Partnerships

The City Attorney's office has been approached by a developer who has expressed interest in developing a very complex public/private partnership on City property. The issue I present, without the liberty of discussing actual details, is a broad overview question. That question is, what is the City's appetite and interest in embarking in complex public/private partnerships in general?

Public/private partnerships can be advantageous to the City in that they can offer the opportunity for development on public property with financial advantages for the City.

Public/private partnerships initiatives will involve exploring the types of partnerships the City may be interested in. Based upon the types of interest, discussions can be led by the City Manager's office. Once the interest and type of developments are determined, it will be necessary to issue, at the minimum, Requests for Qualifications, and then ultimately, Request for Proposals for such development and partnerships.

While certain developers may approach the City with their own ideas, because it involves public property and public financing, the competitive bidding process is necessary. That process may discourage some developers as they would not want their ideas to be public until they felt they had an agreement with the City for development. However, after extensive research, the City Attorney's office advises that the competitive bidding process is required.

The City Attorney's office is suggesting that there be a broad general discussion with the City Manager's office and the City Commission determining the City's position on such activities, and based upon that conversation, the next steps, if any, will be apparent.

ATTACHMENT 2



**REQUEST FOR PROPOSALS
PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE
PARTNERSHIP OPPORTUNITIES**

Sealed proposals endorsed **“PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES”**, will be received at Birmingham City Hall, ATTN: Jana Ecker, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, November 21, 2025 at 10:00 am** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner’s representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. The role must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

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

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

Submitted to MITN: **Wednesday, October 8, 2025**

Deadline for Submissions: **Friday, November 21, 2025 at 10:00 am**

Contact Person: City Manager Jana Ecker
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org

REQUEST FOR PROPOSALS

PROFESSIONAL OWNER’S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIPS

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INTRODUCTION

For purposes of this request for proposals (RFP) the City of Birmingham will hereby be referred to as "the City" and the private firm or person will hereby be referred to as "Contractor." The City is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner's representative to explore public/private partnership opportunities to identify private entity interest in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents ("the Project"). This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a Contractor will be completed by Monday, January 12, 2026. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the Agreement attached by the date specified by the City.

BACKGROUND

Birmingham is a vibrant and active city with a population of approximately 21,500 residents. Covering only 4.73 square miles, our community is able to maintain the feel of a small town, while experiencing the benefits and amenities of an affluent urban area.

Nestled amid some of the nation's most affluent suburbs, Downtown Birmingham is a center for business, social and cultural activities. The City has a lively, pedestrian-friendly downtown offering one of the Midwest's premiere shopping districts. Comprised of nearly 300 retailers, the City offers a wonderfully diverse assortment of restaurants, clothing and gift stores, salons, spas, antique shops, and art galleries. Movie theatres and a centrally located park complete the City center. Whether you want to stroll the streets with your family and grab an ice cream, or check out the latest in designer fashions capped off with an evening of some of Metro's Detroit's finest dining, Birmingham offers it all. Our City is truly a place to "live, shop, and play."

In an effort to continue to be a progressive, forward thinking City, the City wants to be open to public/private partnerships that explore private entity interests in using public land that would leverage private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents. Public/private partnerships have numerous advantages that the City would like to consider, including:

1. Access to Capital and Cost Savings
 - a. Utilizing private investment instead of relying solely on taxes or public debt.
 - b. Financial risks are shared with private partners.
2. Risk Sharing

- a. Construction issues, cost overruns and operational problems can be transferred to the private sector.
 - b. Performance based contracts incentivize private partners.
- 3. Efficiency and Innovation
 - a. Private investment brings specialized expertise, advanced technology and streamlined management practices.
 - b. Private investment brings potential innovations in design, construction and operations and delivers projects faster than traditional government led projects.
 - c. Private investment is often responsible for operations and maintenance for extended periods of time.
- 4. Economic Development
 - a. Increased tax base.
 - b. City vibrancy enhanced.
- 5. Infrastructure Improvements
 - a. May allow City to undertake infrastructure improvements that the City might not otherwise be able to afford.
 - b. Opens opportunities to address other City needs/desires.

Public/private partnerships also have potential negative risks, including:

- 1. Higher Costs
 - a. Private investment takes into consideration profit margins, financing costs, risk premiums and other “costs” that may drive the total cost of a project higher than it would have been if the private sector was not included.
 - b. Long-term payments to private investment may end up being higher than traditional government.
- 2. Loss of Public Control
 - a. Private investment may prioritize financial gain over City needs.
 - b. Long term agreements may limit the City’s ability to make changes or address operational issues.
- 3. Transparency and Accountability
 - a. Public/private partnership agreements are often complex and negotiated behind closed doors.
 - b. Complex financial agreements and high dollar projects make public/private partnerships susceptible to mismanagement, lobbying pressure or corruption if proper oversight is not established and followed.
 - c. Potential for residents to feel that they have been left out of the decision making process and that public trust and oversight are jeopardized.

The City desires to hire a professional owners representative (POR) specializing in public/private partnerships to serve as an extension of the City to explore potential public/private partnership opportunities and to conduct an analysis of any proposed project to determine the viability of that project. The POR would oversee and coordinate meeting with any private investment entities interested in a public/private partnership with the City. The POR will produce a written document analyzing the viability of any potential projects for the City Commission and will be present to answer any questions from the City Commission. See the scope of work section for a complete list of duties and expectations for the POR.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide Professional Owner's Representative (POR) services to serve as an extension of the City to identify and evaluate public/private partnership opportunities.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, November 21, 2025 at 10:00 a.m.** to:

HAND DELIVERED:

City of Birmingham - City Clerk's Office
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

MAILED:

City of Birmingham - City Clerk's Office
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. Also, a digital copy of the proposal must be provided on a thumb drive with the hard copies. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES."**

Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than **Wednesday, October 22, 2025**. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every

respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked by City staff; including staff from the City Manager's Office, Finance Department, Planning Department, Engineering Department, Building Department, Birmingham Shopping District and City Attorney for recommendation to the City Commission (CC). The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with contractors. The contractor selected will be chosen on the basis of the greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The Contractor shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The evaluation committee will determine how well the proposed work program benefits/assists in meeting the objectives of the City.
2. Price - Cost, value and benefit of services to be provided.
3. Experience and Qualifications – The Contractor must have personnel who have experience with the professional services described herein, as well as experience in working with municipal governments, public entities and the private sector. The technical training, experience, and education of ONLY the personnel who will be assigned to the Project.
4. Capacity – The contractor's capability to accomplish projects with its present work force. Contractors should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
5. Comparable Projects – A list of comparable projects/services (minimum of 5; maximum of 10 public based clients) that have been successfully completed within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
6. Interview – If selected to move forward, conduct an in-person presentation to the City Commission on Monday, **January 12, 2026** outlining the proposal and to answer questions.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not provide an executed contract with their response to this RFP.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City. Payment will be made within thirty (30) days after invoice.
7. The Contractor will not exceed the timelines established and/or revised by the City for the completion of this project.
8. The successful bidder shall enter into and will execute the agreement as set forth and attached as Attachment A and submit same as part of their response to this RFP.

SCOPE OF WORK

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified individuals, firms and/or contractors for a professional owner's representative to serve as an extension of the City to identify and evaluate private entity interests in using public land that leverages private-sector expertise, resources and capital while still pursuing public goals that are advantageous to the City and its residents.

The Contractor will support the City in developing and advancing potential public/private partnership opportunities. The Contractor's role is advisory and facilitative. Final decision making authority will remain with the City Commission. The Contractor will serve as the key liaison between the City of Birmingham and any private sector entity interested in a private/public partnership with the City. The Contractor will serve a three year term as the City's designated POR. The Contractor will be paid an hourly set fee for every proposed private/public partnership opportunity assigned to it by the City. The Contractor should be available to commence

performance immediately after the award of the professional owner's representative services contract. All final decisions and approvals shall rest with the City Commission.

A. Project Management and Reporting

The selected Contractor will provide factual ongoing communication between the City and any prospective private entity interested in a public/private partnership with the City. The Contractor shall be available for questions and follow up either by email, telephone or via in-person site meetings with City Staff as the circumstances require. The Contractor will be responsible for project management services, including, but not limited to the following:

1. The development of a Project Management Plan for approval by the City, including Project team responsibilities, communication and reporting methods and benchmarks, Project strategy and Project management information system protocols;
2. The preparation of a project analysis report on every private/public partnership referral containing the following information:
 - a. Brief summary of the status of the Project(s);
 - b. All contacts made with prospective private entity partners made during the time period covered by the report;
 - c. Any other reports concerning the Project as the City may reasonably request, or as deemed necessary by the Contractor;
 - d. Number of hours worked on project;
 - e. Recommendation of whether or not to proceed with a formal evaluation report for project consideration by the City Commission.
3. The preparation of a formal evaluation report, if asked for by the City Commission, based upon the initial analysis report approval:
 - a. Summary of project;
 - b. Advantages/disadvantages of project that should be considered by the City Commission;
 - c. Number of hours worked on the project;
 - d. Recommendation to the City Commission on whether or not to move forward on the project under consideration.
4. The Contractor shall:
 - a. Act as a representative of the City of Birmingham in all proceedings and negotiate in the best interests of the City and its residents;
 - b. Assist City staff (City Manager or City Manager Designee) with the identification of and/or vetting of any potential private entity interested in a public/private partnership with the City; and
 - c. Assist the City Manager with the development of a work plan to address the criteria to be evaluated by the City to determine the viability of a proposed project for the City.
 - d. Be bound by the City's Code of Ethics when acting as the City's Contractor, including the provision that the Contractor not receive any form of compensation from any potential private entity wishing to engage the City in a private/public partnership.
 - e. Only engage with private entities referred to the Contractor by the City.

B. Public/Private Project Evaluation

The Contractor will prepare an evaluation report for each prospective private entity assigned by the City wishing to engage in a private/public partnership. Evaluation criteria shall consist of the following and any other information deemed important by the Contractor for consideration by the City:

1. Strategic Alignment with City Goals and Objectives
 - a. Public Interest – Does the project advance the City’s long term goals and objectives? (Economic development, sustainability, equity, resilience, health, welfare, safety)
 - b. Essential Service – Is the project appropriate for private involvement, given its importance to residents? (Water, housing, infrastructure, housing, health, welfare, safety)
2. Value
 - a. Cost Comparison - Will the public/private partnership deliver better financial outcomes than traditional public procurement? How are the financial outcomes going to be measured or quantified?
 - b. Efficiency Gains - Does the private sector involvement bring expertise, innovation or technology that the City lacks?
 - c. Revenue potential - Can the project generate sustainable revenue streams? (Leases, energy savings, tolls, fees)
3. Risk Allocation
 - a. Risk Sharing Balance - Are financial, operational and political risks allocated to the party best able to manage them?
 - b. Financial Exposure - Is the City protected from hidden liabilities, bailouts or overly optimistic revenue projections?
 - c. Flexibility - Can the City adapt if circumstances change? (Laws, demographics, economy, climate)
4. Governance and Accountability
 - a. Transparency - Is the contract open for the public to review and provide accountability? Will there be any provisions for transparency?
 - b. Performance Oversight - Are there strong monitoring mechanisms and performance metrics with penalties for noncompliance?
 - c. Public Input - Has the community had the opportunity to voice their opinion on any proposal or contract and will there be any mechanisms for ongoing stakeholder engagement (ie. Public hearings? Public meetings? Public noticing?)
5. Legal and Regulatory Compliance
 - a. Authority - Does the City have the legal framework and authority to engage in a particular public/private partnership?
 - b. Contract Enforceability - Is the contract legally sound and enforceable under local and state law?
 - c. Regulatory Safeguards - Does the partnership protect against monopoly behavior or unfair market advantages?
6. Financial and Economic Impact
 - a. Budget Sustainability - Can the City afford the public/private partnership? Does the partnership benefit the City financially? What is the clear financial impact of the partnership for the City?

- b. Economic Development - How will the partnership affect the local economy? Stimulate investment? Promote equitable growth?
 - c. Credit - How will the partnership affect the City's debt profile and bond rating?
- 7. Social and Environmental Considerations
 - a. Equity and Accessibility - Will all residents benefit fairly or does the partnership create disparities?
 - b. Environmental Impact - Does the project support sustainability or environmental goals?
 - c. Community Acceptance - Is there political and social buy-in for private/public partnership project(s)?

B. Private Partner Selection

The Contractor will assist and advise the City in its selection of a private entity for a private/public partnership, including being present, at the City's request, for any and all negotiations between the City and the prospective private entity partner, including but not limited to the following:

1. Respond to and coordinate meetings and negotiations with private entities referred to the Contractor by the City;
2. Opportunity Packaging - Coordinate and facilitate assisting the City to frame projects in ways that are attractive to private entities/operators;
3. Deal Facilitation - Work on behalf of the City to serve as an intermediary to support negotiations that align the interests of the City with the interests of private entity parties
 - a. Assist in developing terms, memorandums of understanding and/or letters of intent;
 - b. Provide negotiation support;
 - c. Work collaboratively with City Attorney and City Staff to ensure compliance with all laws and alignment of community interests;
4. Capacity Building and Transparency
 - a. Provide analysis/evaluation reports to the City on progress of any referred project in a timely fashion;
 - b. Maintain transparency in all communications with private parties;
 - c. Build internal City capacity by sharing knowledge, templates and/or best practices;
5. Assist the City in planning and coordinating the purchase of building materials and other necessary product purchases consistent with the City's competitive purchasing policy;
6. Assist the City in coordinating and scheduling subcontractors, utilities and other parties as needed to ensure timely completion of Project.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested within this RFP.
 - a. Executed Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)

- e. References (Attachment E)
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm's ability to complete public/private projects of similar scope and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the tasks set forth in the Scope of Work.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the Project.
5. Provide a list of sub-contractors and their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Contractor's proposal (please try to include past projects of the principals who will be involved in working on this proposed project).
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

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

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

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

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

Proposals Due: **Friday, November 21, 2025 at 10:00 am**

Contractor Selection: **Anticipated on Monday, January 12, 2026**

ATTACHMENT A:

PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) _____, whose address is _____, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for a **PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **PROFESSIONAL OWNER'S REPRESENTATIVE SERVICES TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for a **PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES** posted October 8, 2025, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

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

3. 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 after invoice unless otherwise specified by the City.

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

5. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE: The parties agree that Generative Artificial Intelligence (AI) technologies may be used as a tool in the execution of this project, provided that such use is:

- a. Consistent with the objectives of this project;
- b. Disclosed in writing to the other party prior to implementation;
- c. Compliant with all applicable laws, regulations, industry standards and code of ethics, including but not limited to those related to data protection, privacy, intellectual property, and discrimination.

Consultant's utilization of AI tools shall include a commitment to ensuring that all AI generated content is subject to audit and review by a member of the Consultant team. The Consultant will remain fully responsible for the accuracy, legality, and performance of any outputs derived from AI tools and shall not rely on AI to avoid liability or obligations under this Agreement.

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

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

8. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractors role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically

provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

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

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

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed

and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability 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.

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

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

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

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

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

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:

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

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

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

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

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim

exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated October 8, 2025 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ response, the terms of this Agreement shall prevail.

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

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

Contractor:

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Notary Public

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

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

Mark Clemence, Assistant City
Manager (Approved as to
substance)

ATTACHMENT B:
BIDDER'S AGREEMENT
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

**ATTACHMENT C:
COST PROPOSAL
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Hourly Fee - Referred Client Analysis	\$
Hourly Fee - Referred Client Evaluation Report	\$
Administrative Fees (Detail all fees in sum)	\$
	\$
	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

**ATTACHMENT E:
REFERENCES
PROFESSIONAL OWNER'S REPRESENTATIVE TO EXPLORE
PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITIES**

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____



MEMORANDUM

Building Department & City Attorney

DATE: September 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Jeff Zielke, Building Official and Mary M. Kucharek, City Attorney

SUBJECT: Public Hearing for Condemnation of a Dangerous Structure at 611 Elm Street

INTRODUCTION:

On September 8, 2025, the City Commission set a public hearing for October 6, 2025 to consider condemnation of a dangerous structure on the southeast corner of Bowers and Elm streets, specifically at 611 Elm Street (a/k/a 635 Elm Street) as a structure unfit for human habitation pursuant to Sec. 111.13 of the 2021 International Property Maintenance Code and Birmingham City Ordinance Sec. 50-41, stating, "No person shall maintain any structure which is unsafe or which is a menace to the health, morals or safety of the public."

BACKGROUND:

The property at 611 Elm Street (a/k/a 635 Elm Street) became concerning in February 2024 when the Director of DPS and the former Building Official investigated this property when officials attempted to shut the water off at the meter inside of this building. It was stated, "The interior of the building is in significant disarray. Looks like something out of a horror film. The carpet is half torn up, ceiling tiles missing and falling, looks like the roof probably has been leaking for some time. Mold is growing on a lot of surfaces. Smelled like black mold so we wore N95's to investigate for shutting off. There is debris in every room, old files and cabinets, everything looks like it is falling apart." (Attachment A)

Based upon those findings, the owner of the property, Ralph Faranso, was contacted to discuss the next steps. The exterior of the building was investigated and photographs were taken (Attachment B).

Based upon the findings on February 28, 2024, Code Enforcement Coordinator, Patrick Brzozowski, provided a Notice of Violation to the property owner, Ralph Faranso (Attachment C). The property owner was noticed that his property was in violation of City of Birmingham Code of Ordinances (Chapter 50, Article II. – Nuisances, Division 2.-Dangerous Structures) as it relates to Article VI., Section 111.1.5(3)(6)(7)(10) of the 2021 International Property Maintenance Code. Notice was given to the property owner, and it was discussed that it was his intention to demolish

the property but he could not provide an exact time. Therefore, notice was given that the property owner needed to schedule an onsite inspection of the interior building structure by a date certain. The property owner scheduled, canceled and rescheduled the inspection numerous times. Finally, on May 16, 2024 the interior inspection was completed (Attachment D).

After the internal inspection was completed, Assistant Building Official, Michael Morad, sent notice to Mr. Faranso to inform him that the property was inspected and as a result the structure was to be condemned as unfit for human habitation in accordance with Sec. 111.13 of the 2021 International Property Maintenance Code. A structure is condemned when it is determined that the structure is unsafe, lacks maintenance, is unsanitary, contains filth and contamination, etc. It was determined that because of the degree of the condition of the building, he was to demolish the building within 60 days of that notice (Attachment E).

After the notice was provided, Mr. Faranso contacted the building officials and provided information for his plan for demolition, contracting with a neighboring property owner to utilize their crews for the demolition. In fact, DTE and Consumers Energy were notified and cleared the property for demolition relying upon the assurances of the property owner. For months, the building officials worked with Mr. Faranso taking him at his word that he would work with his neighbor in order to perform the demolition. On Friday, July 11, 2025, Building Official, Jeff Zielke, emailed, and spoke once again with Mr. Faranso to advise Mr. Faranso that the discussions with the construction company regarding demolition had ceased and that the City would start the process to demolish the building (Attachment F).

On July 15, 2025 final notice for demolition to be conducted by the property owner was sent by Code Enforcement Officer Patrick Brzozowski informing him that this was final notice and that if the City did not receive updated plans by August 15, 2025 violation tickets would be issued and the City would have the building declared a public nuisance and request a hearing with the City Commission for demolition of this dangerous structure (Attachment G).

Based on the inaction of the property owner to demolish the condemned building, the City Commission is now required to act pursuant to the 2021 International Property Maintenance Code and Secs. 50-41 and 50-42 of the Birmingham City Ordinance, declaring the structure is unsafe and a menace to the health, morals or safety of the public. The City Commission set a public hearing for October 6, 2025 at a regular Birmingham City Commission meeting at 4:30 in the afternoon in accordance with Sec. 50-42 which states:

"The city commission may, after notice to the owner and after holding a public hearing thereon, condemn a dangerous structure by giving notice to the owner of the land upon which such structure is located, specifying in what respects the structure is a public nuisance and requiring the owner to alter, repair, tear down or remove the same within such reasonable time, not exceeding 60 days, as may be necessary to do or have done the work required by the notice. The notice may also provide a reasonable time within which such work shall be commenced."

At the public hearing, if the City Commission in fact finds that the structure is a public nuisance, the City Commission may order the owner to tear down and remove the dangerous condition, and he must do so within 60 days of the City Commission's findings. If after the time limit has passed, the property owner does not comply with the order for demolition, the City Manager shall carry out the requirement of the notice.

LEGAL REVIEW:

The City Attorney has no issues with this request and is supportive of the suggested Commission action.

FISCAL IMPACT:

If the property owner does not comply with the City Commission's orders and undertake demolition on his own, the City Manager may carry out the requirement of the City Commission's action and the cost of demolition will be charged against the premises and shall be added as a property tax lien.

SUSTAINABILITY:

There are no sustainability issues associated with this request.

DESIGN CONSIDERATIONS:

After the building is removed the Building Department will require the lot to be graded and seeded.

PUBLIC COMMUNICATIONS:

All notices have been provided in accordance with public notice requirements.

SUMMARY:

The City Commission is asked to determine if the property at 611 Elm Street (a/k/a 635 Elm Street) is unfit for human habitation due to lack of maintenance, is unsanitary, and/or contains filth and contamination, and is thus in violation of the International Property Maintenance Code and Birmingham City Code, and requires demolition within 30 days as recommended by the Building Official.

ATTACHMENTS:

Attachment A – Email February 15, 2024 between the former Building Official and DPS Official.

Attachment B – Photographs of exterior building taken on 2/15/2024.

Attachment C – Notice of Violation dated 2/28/2024.

Attachment D – Photographs of 611 Elm Street (a/k/a 635 Elm Street) site inspection on 5/16/2024.

Attachment E – Notice of Violation of Demolition for Structure Unfit for Human Habitation dated May 20, 2024.

Attachment F - Emails from Building Official Jeff Zielke Friday, July 11, 2025 informing Mr. Faranso of the continued efforts.

Attachment G- Notice of Violation Final Notice dated July 15, 2025

Attachment H- Demonstration of Ownership, LLC address and Parcel Number.

Attachment I- Clarification of 611 vs 635 Elm Street address and Parcel Number.

Attachment J- Notice of Public Hearing dated September 2, 2025

Attachment K- Powerpoint – Meeting presentation dated October 6, 2025

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to declare that the property at 611 Elm Street (a/k/a 635 Elm Street) is a dangerous structure and is unfit for human habitation due to lack of maintenance, is unsanitary and/or contains filth and contamination, in violation of the International Property Maintenance Code and Birmingham City Codes, and the property owner must demolish the dangerous structure within 30 days or the City Manager is directed to complete the demolition and place a lien on the property for the costs of demolition and site grading and seeding.

ATTACHMENT A



Patrick Brzozowski <pbrzozowski@bhamgov.org>

Fwd: 635 Elm - Building needs review

2 messages

Bruce Johnson <Bjohnson@bhamgov.org>
To: Patrick Brzozowski <pbrzozowski@bhamgov.org>
Cc: Mike Morad <mmorad@bhamgov.org>

Thu, Feb 15, 2024 at 11:08 AM

Patrick,

It sounds like this building will need to be condemned. The phone number for the owner's representative "Ralph" mentioned in Scott's email is 248-731-1800. I would like you to head up this enforcement case. Start by contacting Ralph and scheduling an appointment to inspect the building along with Mike Morad. Me, you and Mike will need to discuss this case prior to the inspection date. Keep me posted as you work through this. Thanks!

Bruce

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

From: **Scott Zielinski** <szielinski@bhamgov.org>
Date: Thu, Jan 25, 2024 at 3:31 PM
Subject: 635 Elm - Building needs review
To: Bruce Johnson <Bjohnson@bhamgov.org>
Cc: Bryan Grulke <bgrulke@bhamgov.org>, Larry Demaggio <LDemaggio@bhamgov.org>

Bruce,

Bryan Grulke received a call about a busted pipe/ water running in the building at the address above. The owner / owners rep Ralph let us inside to attempt to shut the water off at the meter, as due to the current locations of stop boxes we could not get a key on to shut the water off outside.

The interior of the building is in significant disarray. Looks like something out of a horror film. The carpet is half torn up, ceiling tiles missing and falling looks like the roof probably has been leaking for some time. Mold is growing on a lot of surfaces. Smelled like black mold so we wore N-95's to investigate for shutting off. There is debris in every room, old files and cabinets everything looks like its falling apart.

I think it would be appropriate to do a review of the building, even though its not currently occupied there is likely many things that need to be addressed to make it habitable. I asked if he plans to Demo the building given its current state and it sounded like a maybe. The building might qualify in its current condition to be condemned.

DPS is still going to look into with engineering options for appropriately cutting water off outside the building. I recommended he put in for a disconnect permit, we then could physically remove the connection from the City watermain.

--
Scott D. Zielinski, PE
DPS Director
City of Birmingham
Tel: 248-530-1702

--
Bruce R. Johnson
Building Official
City of Birmingham
151 Martin Street
Birmingham, MI 48009

(248) 530-1842 Office
(248) 530-1292 Fax

Important Note to Residents

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

Mike Morad <mmorad@bhamgov.org>

Thu, Feb 15, 2024 at 11:17 AM

To: Bruce Johnson <Bjohnson@bhamgov.org>

Cc: Patrick Brzozowski <pbrzozowski@bhamgov.org>

Hi Patrick.

I can be available at any time to go to the building with you with the exception of next Wednesday.

Please let me know .

Mike Morad

Assistant Building Official

City of Birmingham

Important Note to Residents

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

[Quoted text hidden]

ATTACHMENT B

02/15/2024





8A





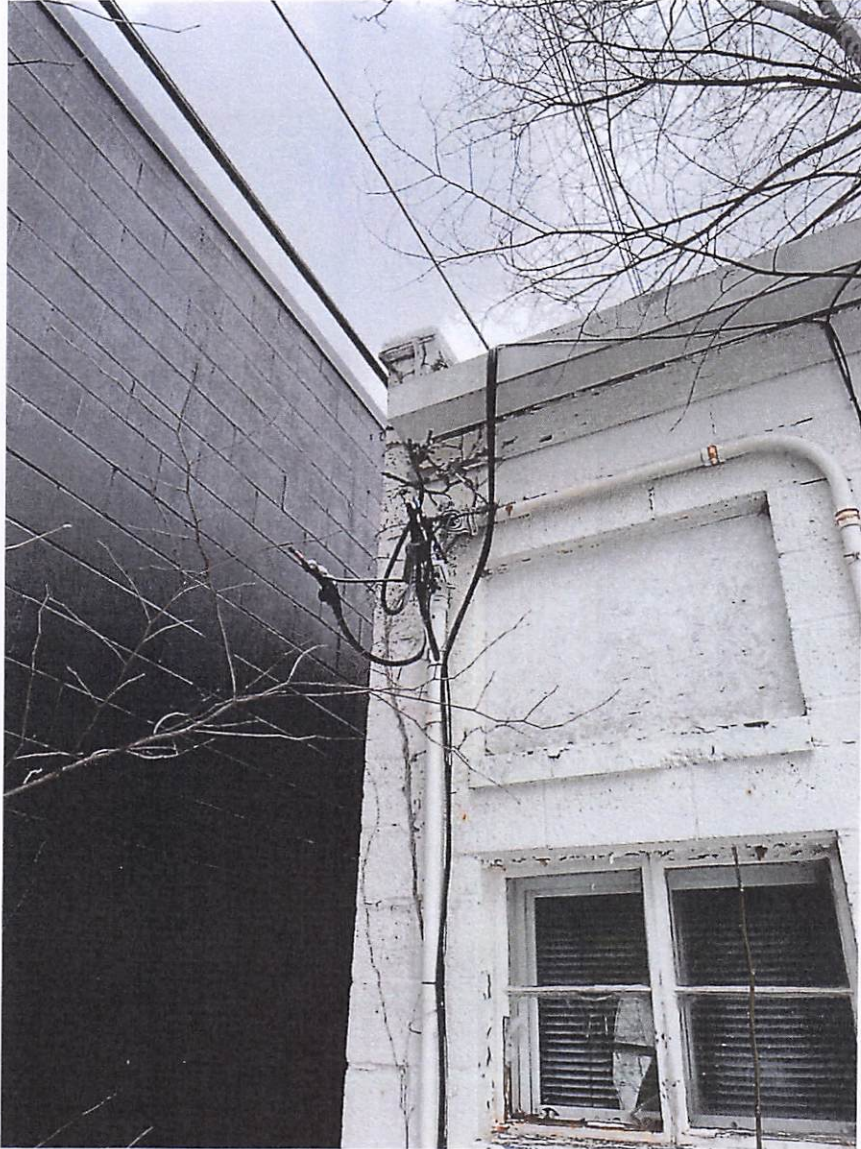


8A













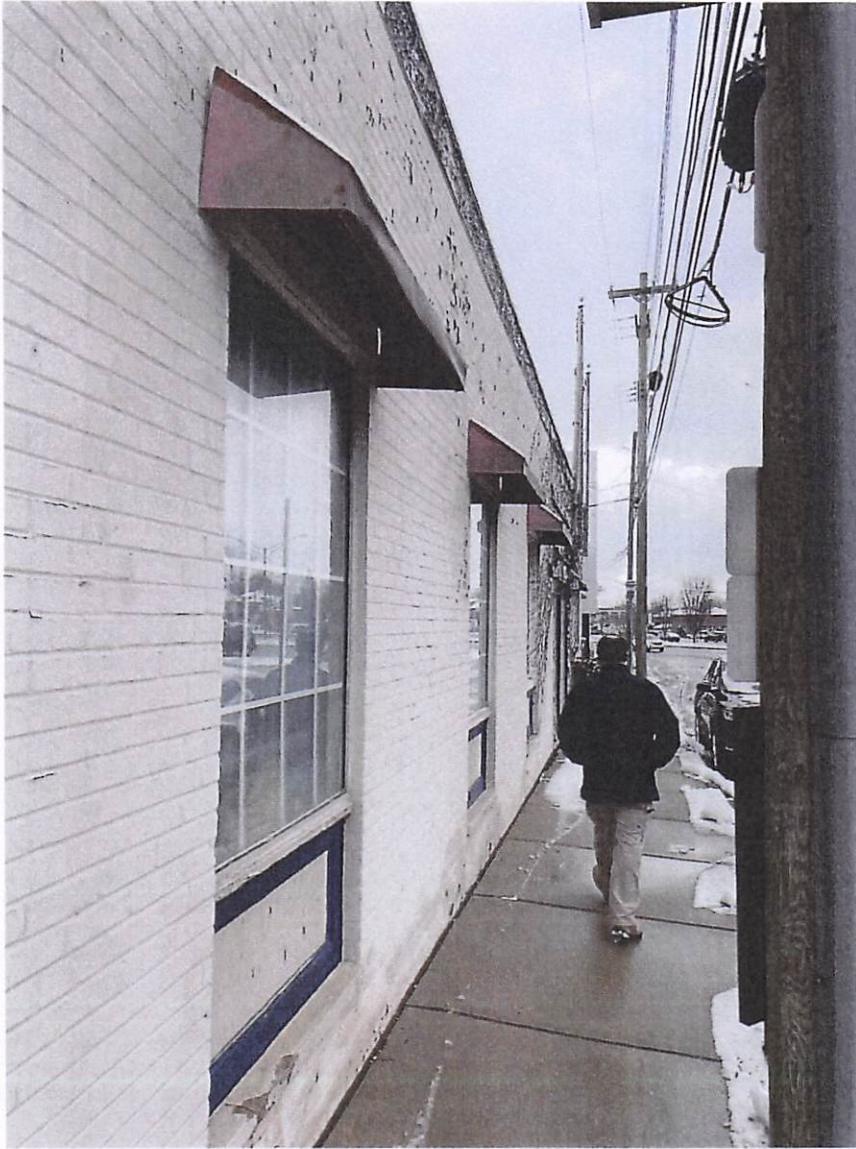


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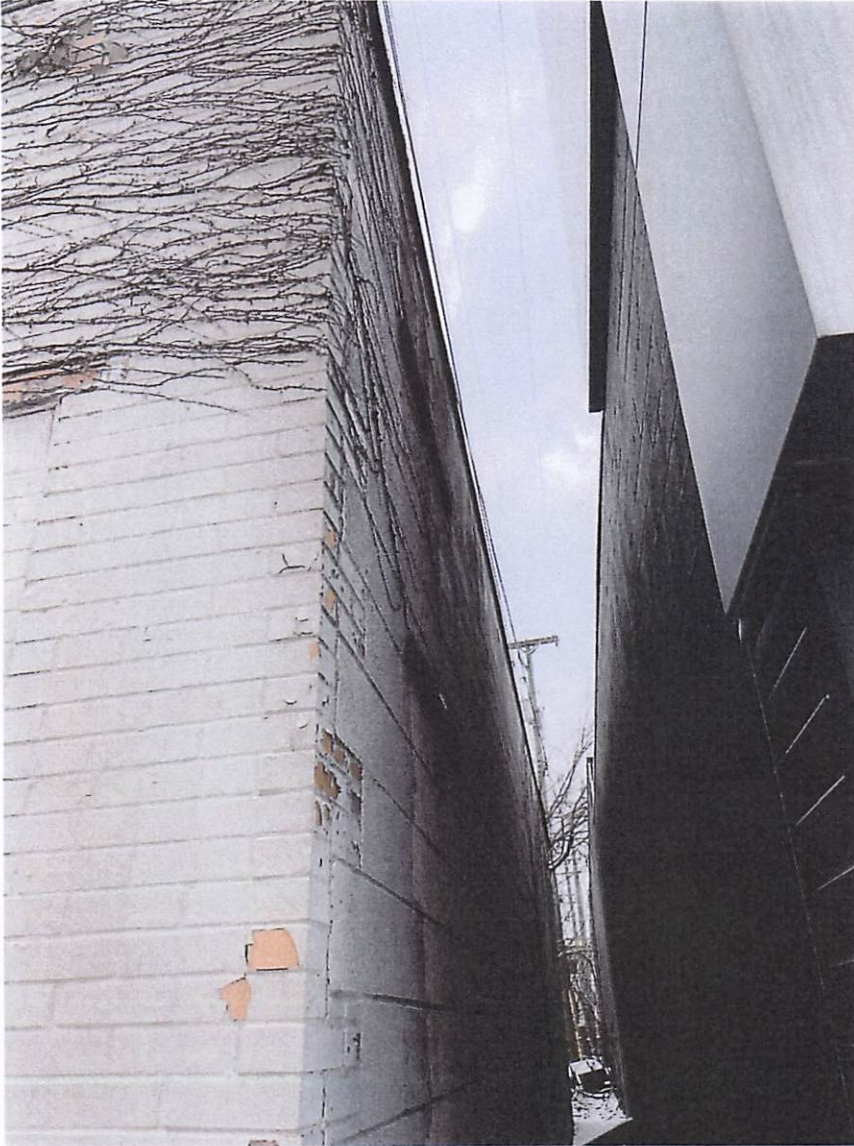


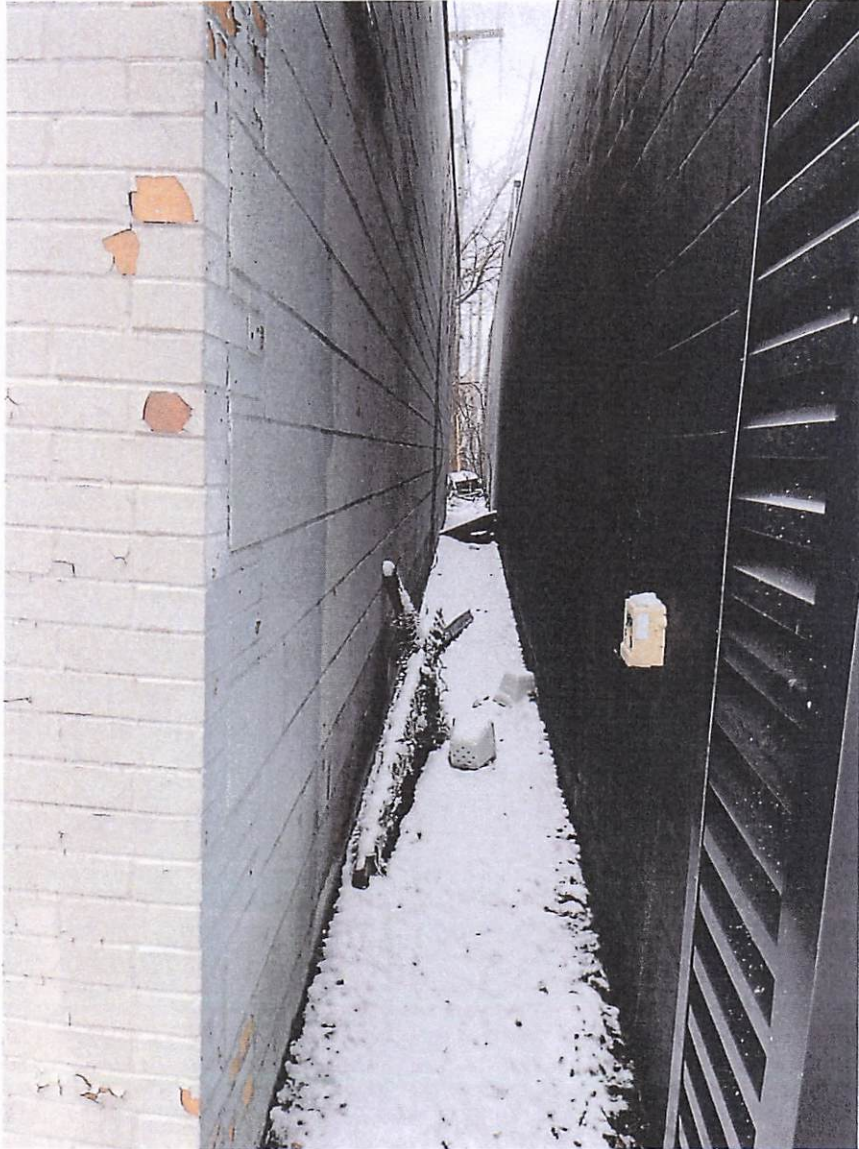












ATTACHMENT C



Telephone 248-530-1850
Fax 248-530-1290

NOTICE OF VIOLATION

Date: 02/28/2024

COMMERCE POINT LLC
PO BOX 1207
WALLED LAKE, MI 48390-5207

Re: Commercial Property Maintenance [Dangerous Structure]

Enforcement Number: E24-0474

Location: 635 ELM ST

Dear Property Owner,

Based on a recent inspection of your property it has come to our attention that your property contains a violation of the City of Birmingham Code of Ordinances as it relates to Article VI Sec.

111.1.5(3)(6)(7)(10) Dangerous Structure or Premises. The Ordinance specifies that any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

Sec. 111.1.5 Dangerous Structure or Premises:

(3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

(7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

(10) Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

As we discussed on 2/16/2024, the interior conditions at this property were reported to us by our Department of Public Services while they were out trying to preform shut off services, said interior conditions were described as horrific, with scattered debris and missing ceiling tiles, along with concerns of black mold contained throughout. Furthermore, you explained to me that interior structure sustained damage as a result of a flooding event, perhaps from a busted pipe and/or from running water. Also, you

noted that your intention was to demolish this property sometime in the future but could not provide a timeline at this time. During our discussion I specifically requested access into the structure so that our department could access any/all damages, however, it was your decision to not allow entry at this time. The Ordinance does permit right of entry when necessary to make an inspection to enforce the provisions of this code:

Sec. 105.3 Right of Entry:

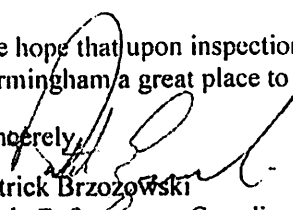
Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the building official or designee is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner, the owner's authorized agent, or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

Corrective Action: Call our office to schedule an on-site inspection of the interior building/structure by 3/15/2024.

Please arrange to schedule the on-site interior inspection of the building by 03/15/2024. Failure to comply will result in additional enforcement actions, including but not limited, the issuance of civil infraction tickets.

We hope that upon inspection this violation will be corrected. Thank you for helping to keep the city of Birmingham a great place to live, work and conduct business.

Sincerely,


Patrick Brzozowski
Code Enforcement Coordinator
Community Development
248-530-1850 (o)
248-330-1925 (c)
pbrzozowski@bhamgov.org

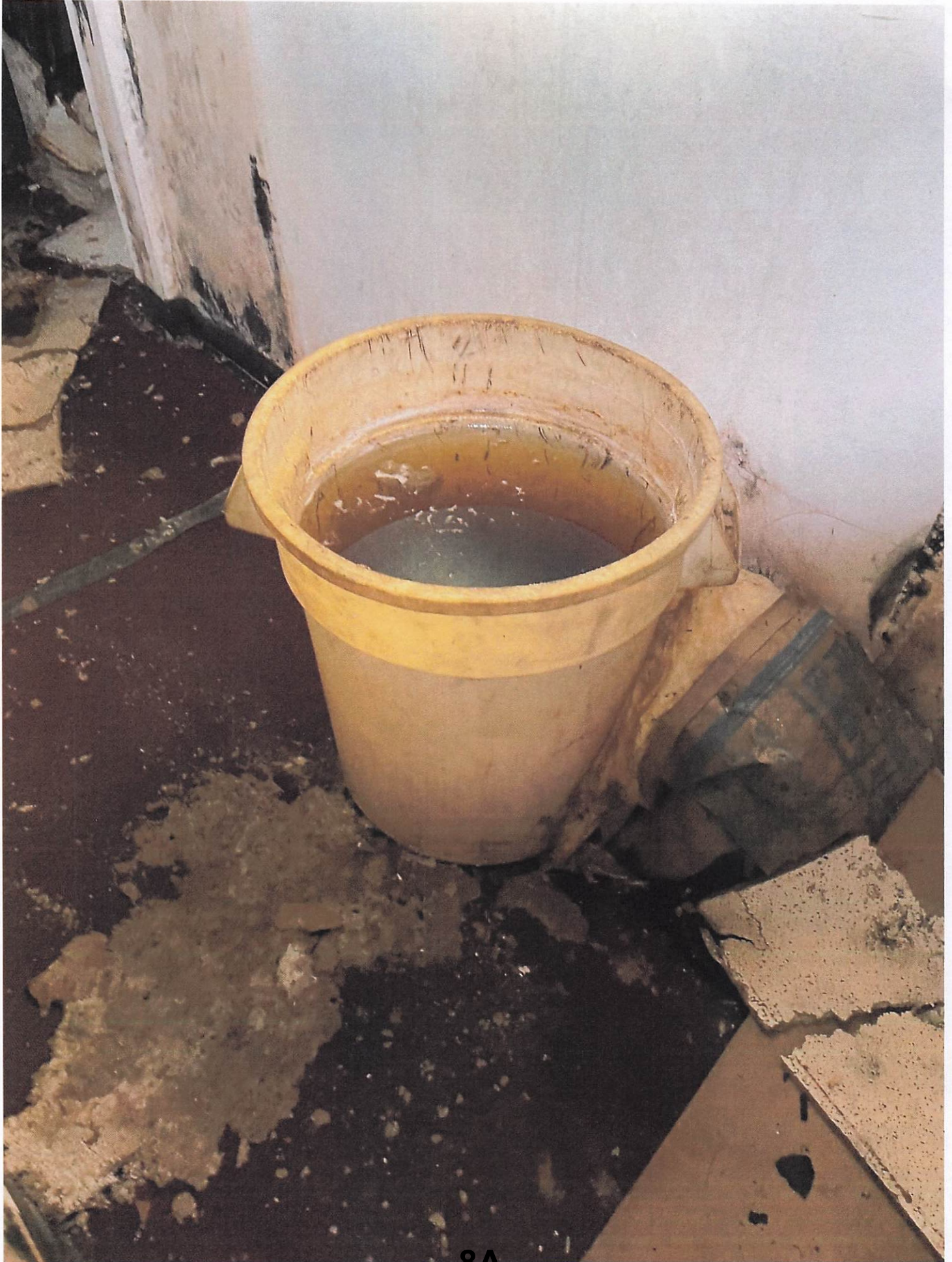
C.C. Bruce Johnson, Building Official
 Jana Ecker, City Manager
 Mary Kucharek, City Attorney
 Commerce Point LLC, ATTN: Ralph Faranso

ATTACHMENT D

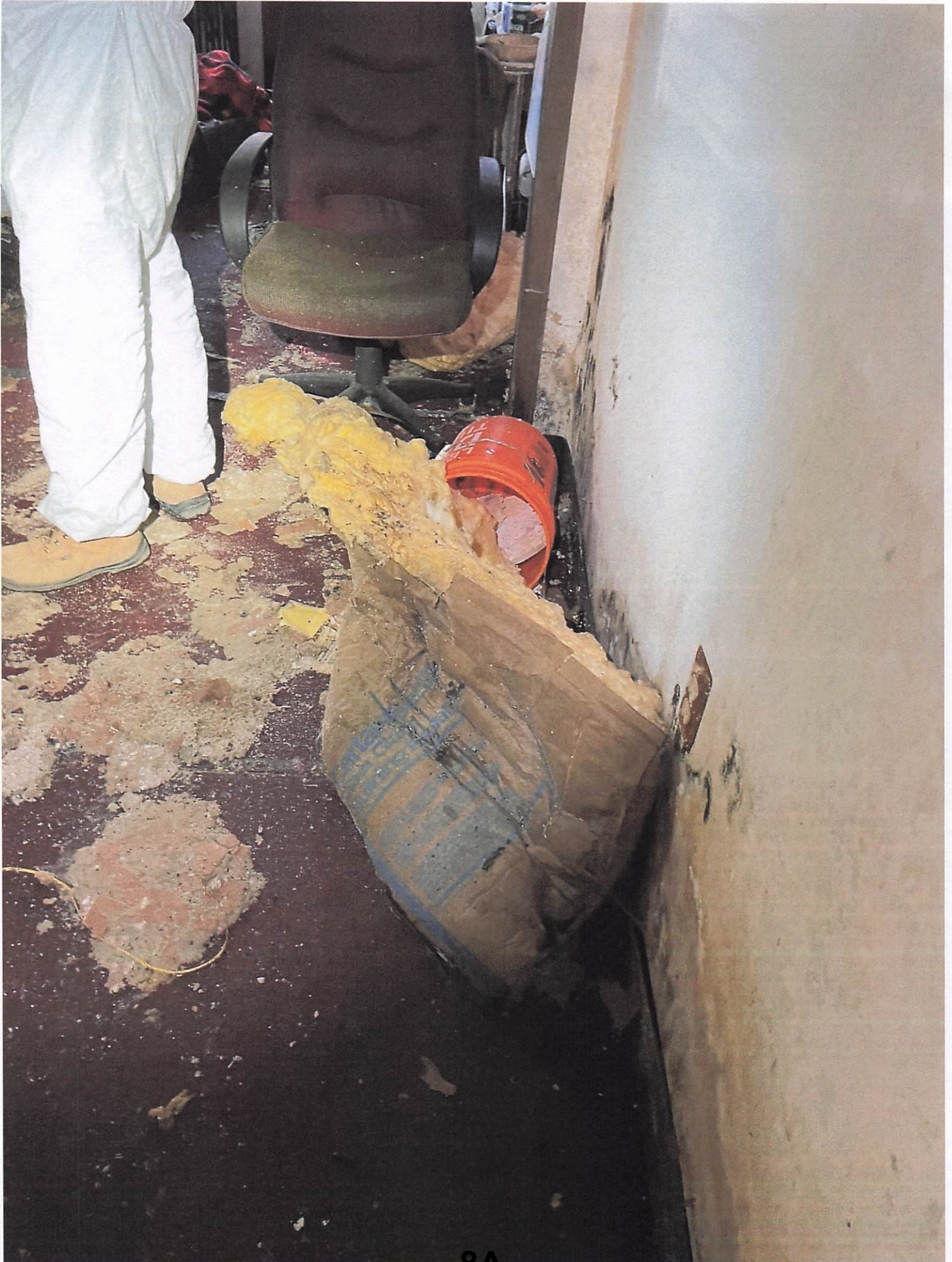












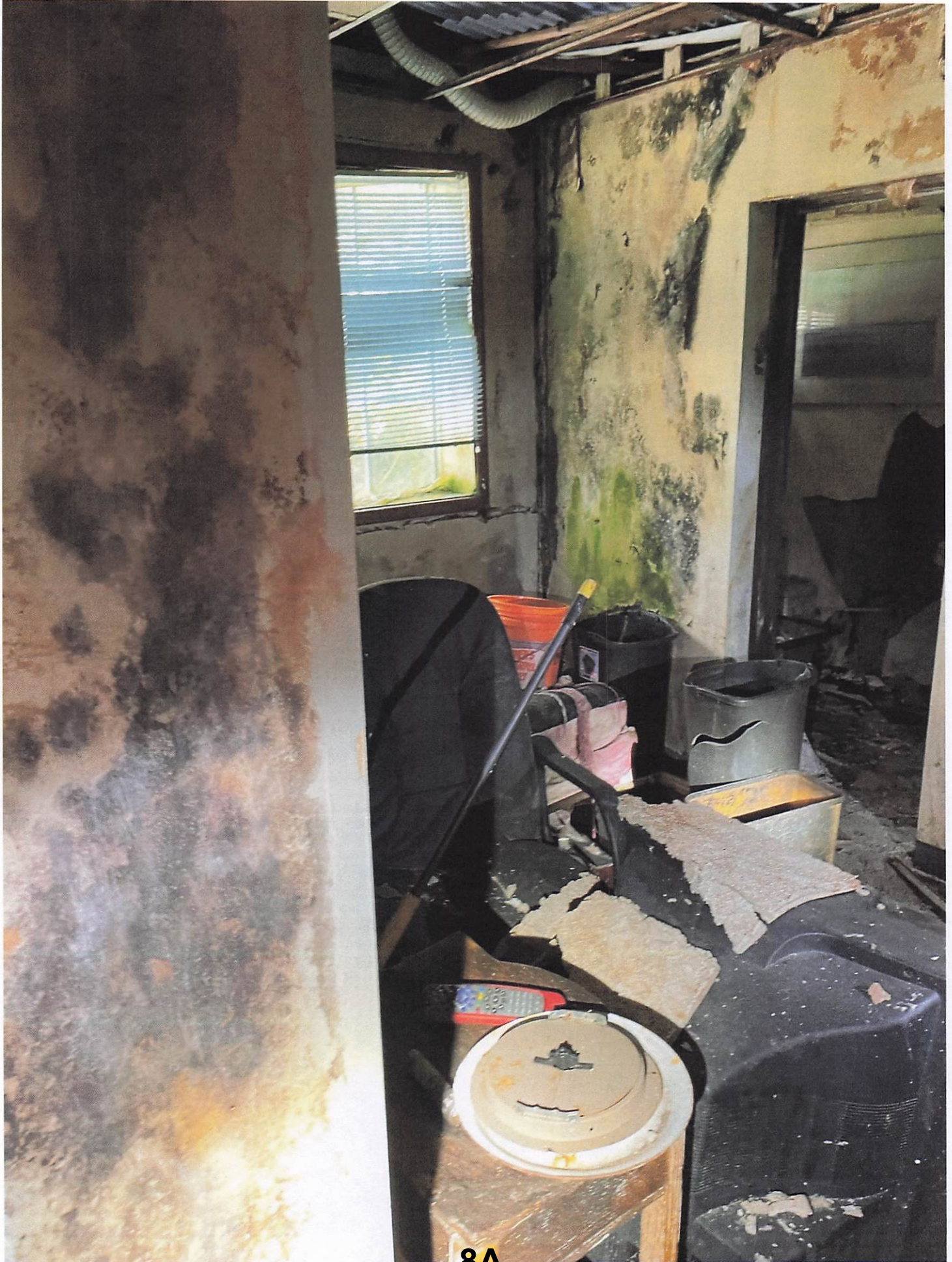


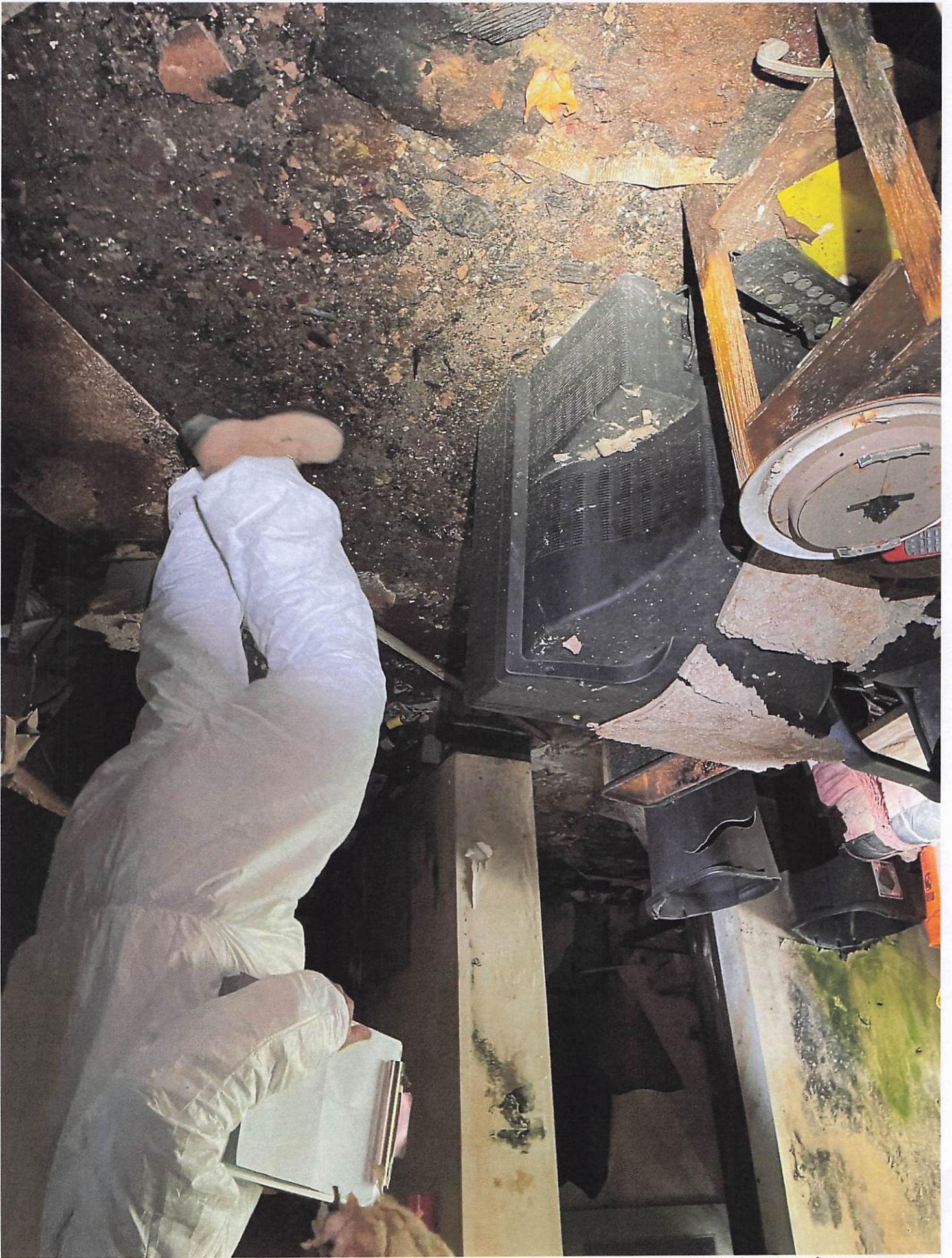






















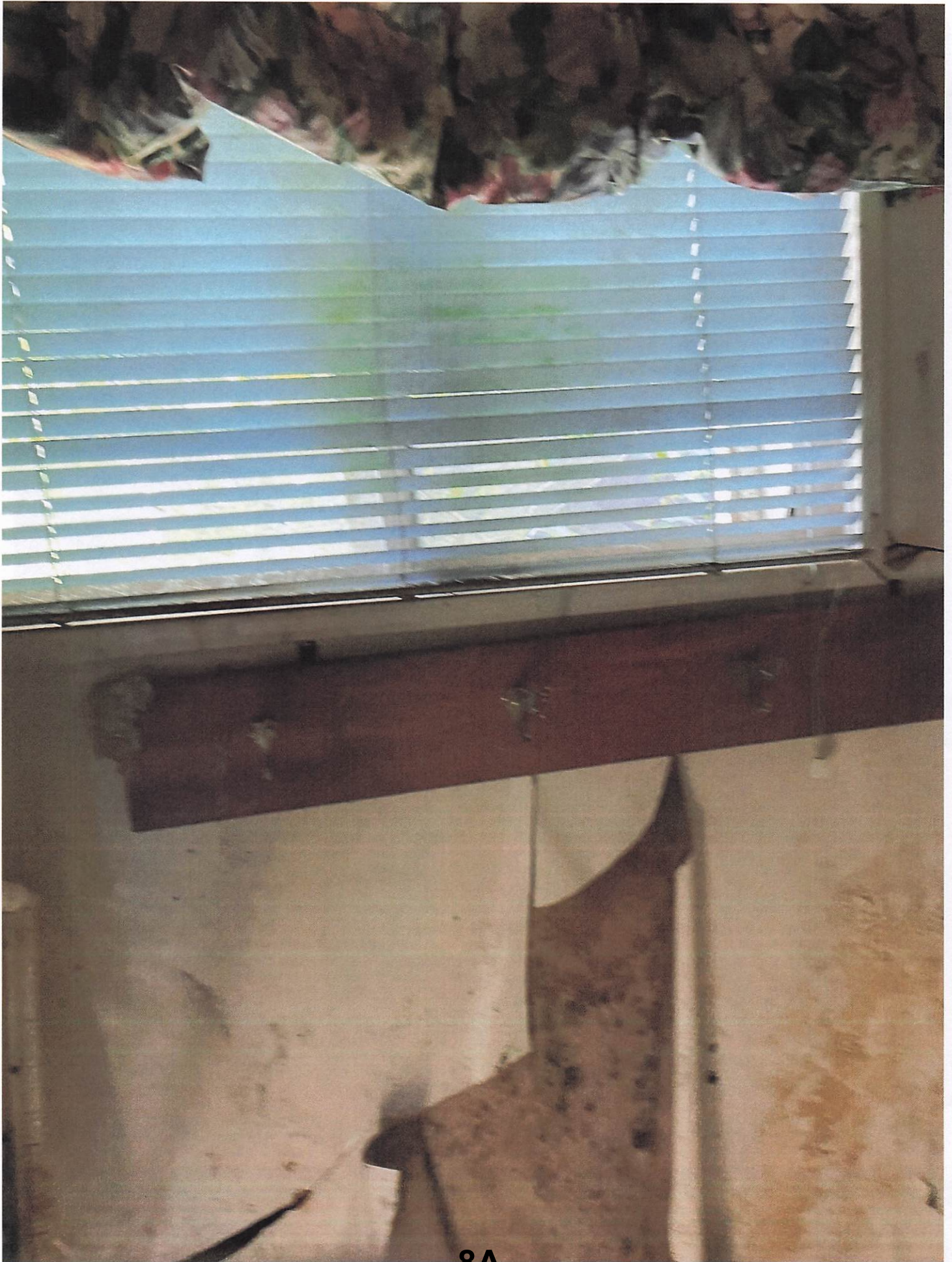








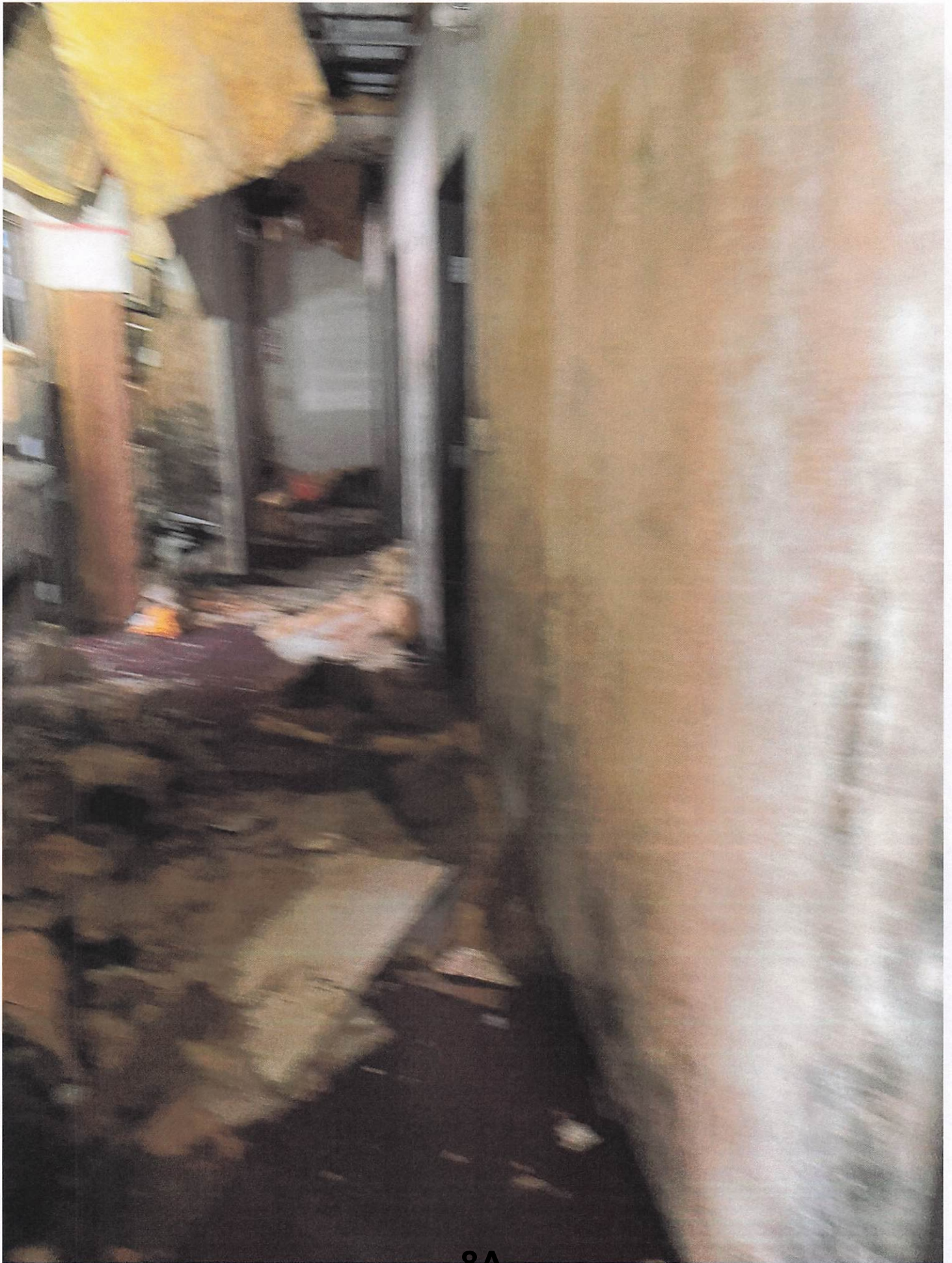


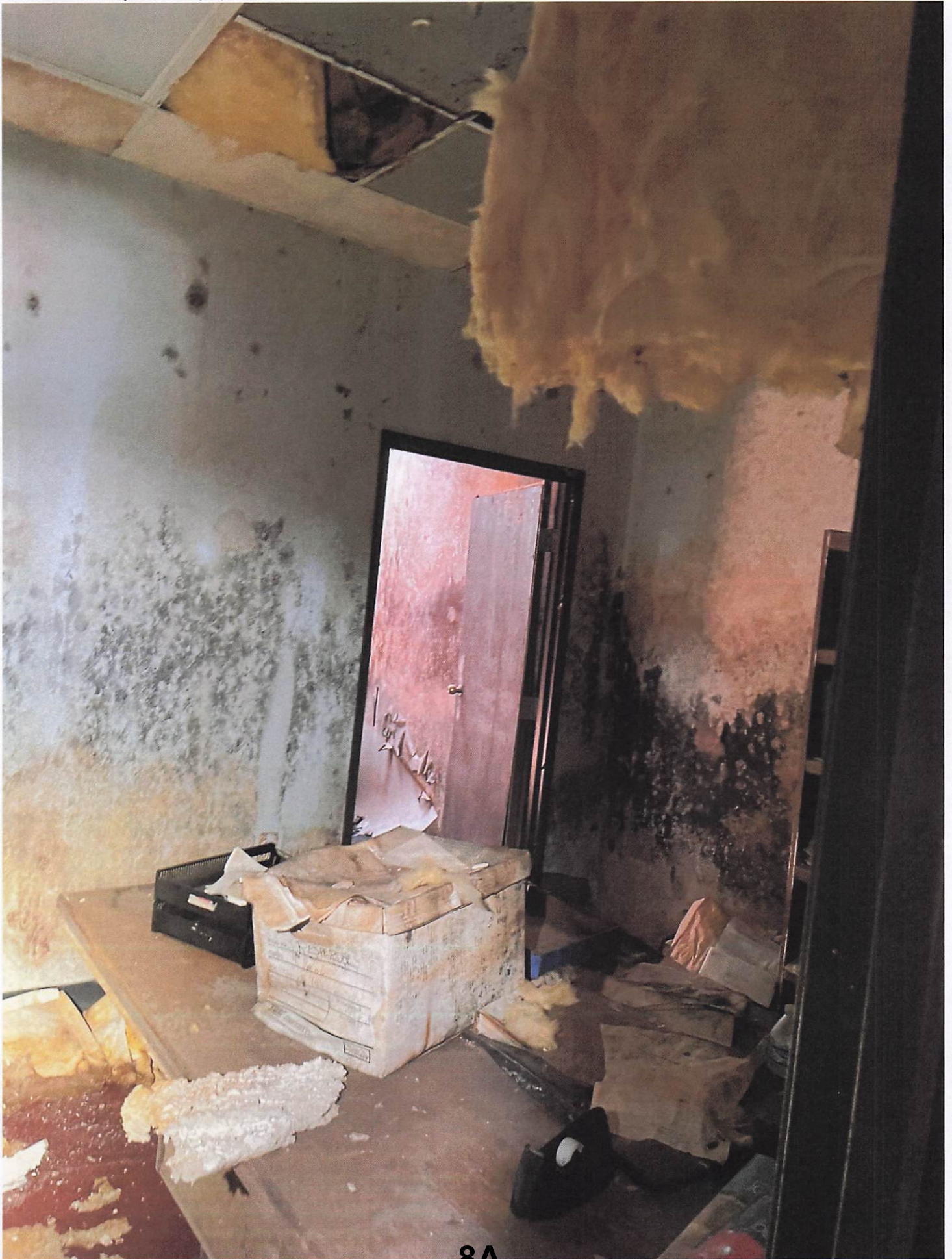












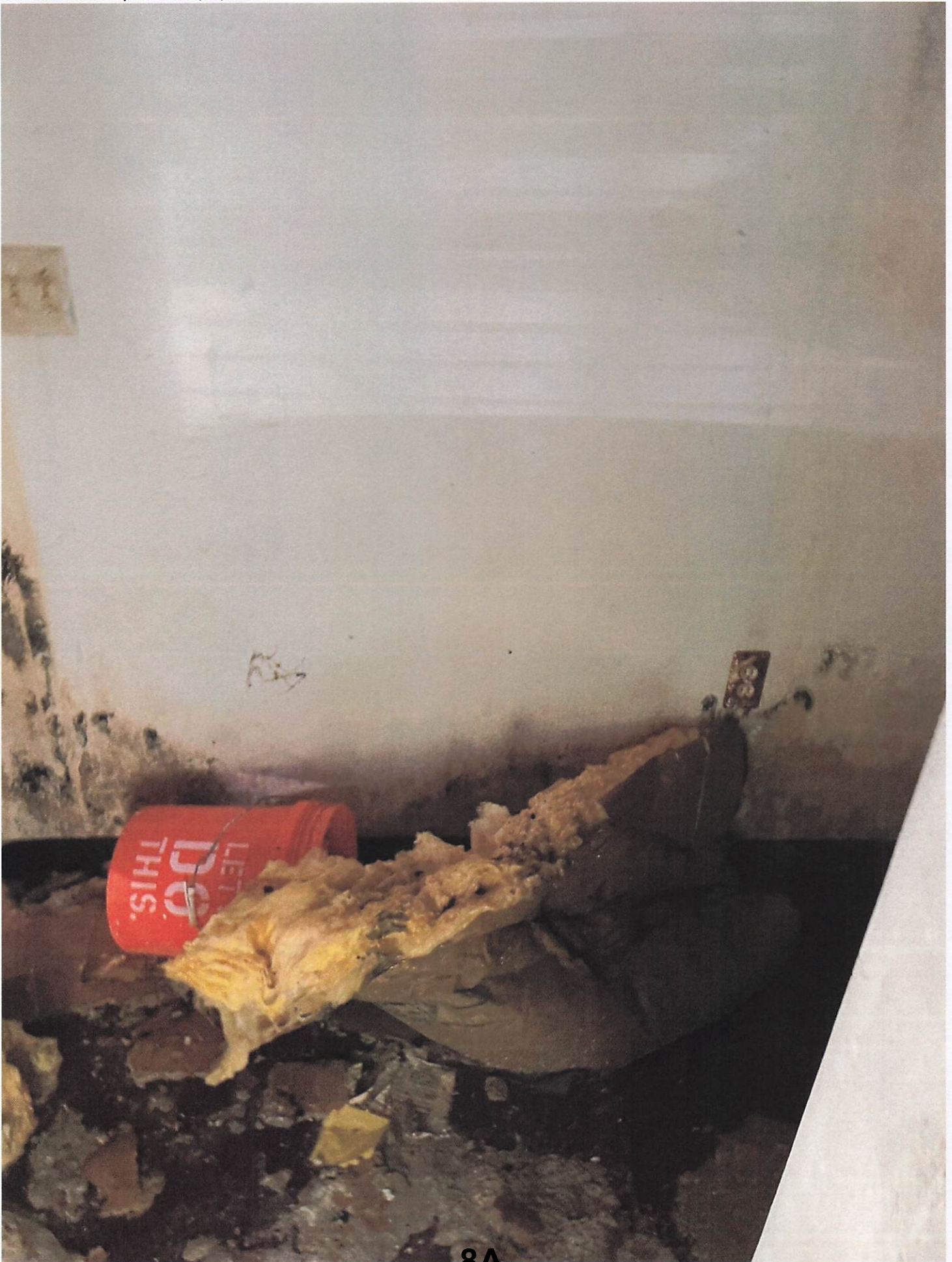








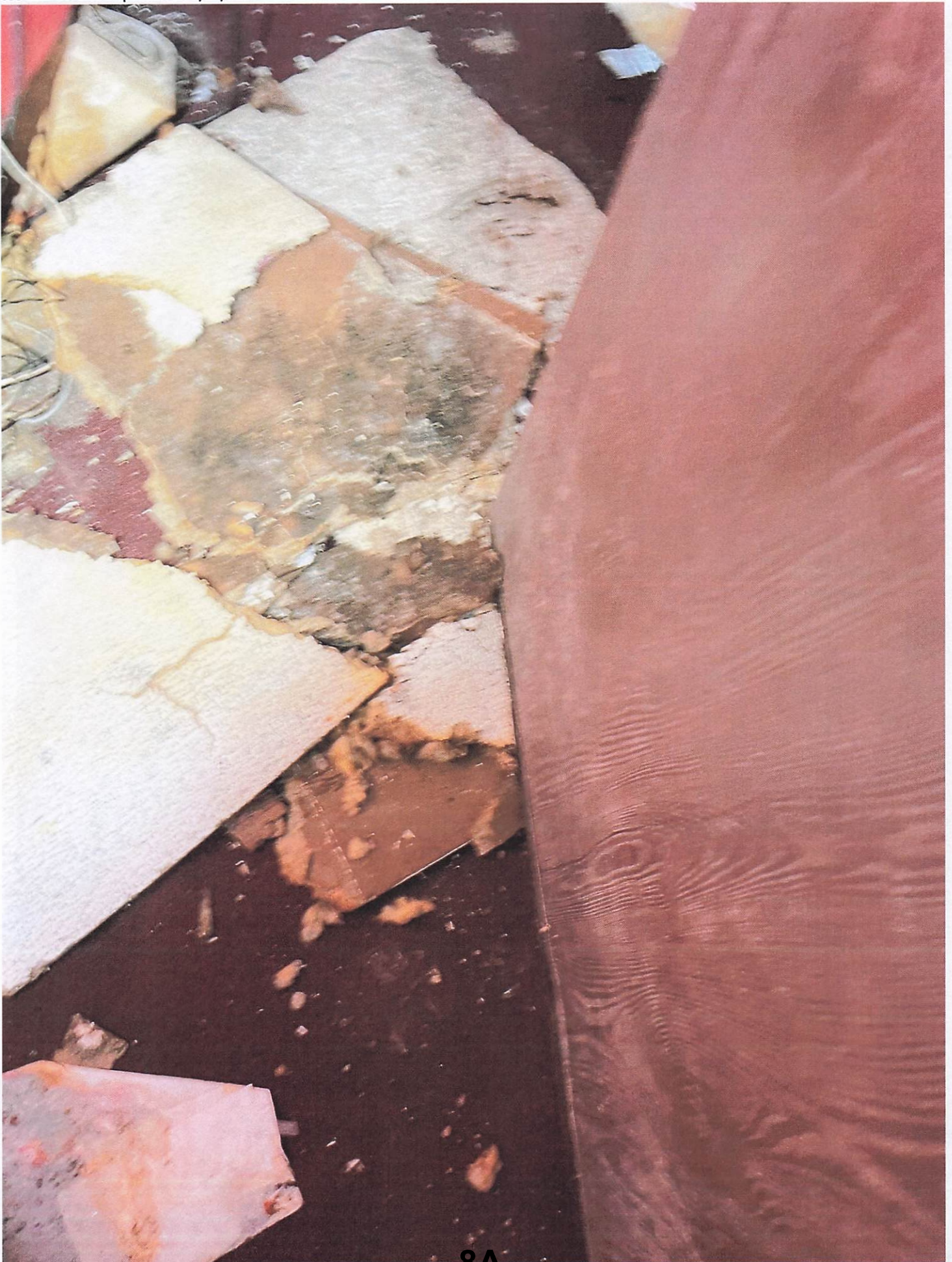








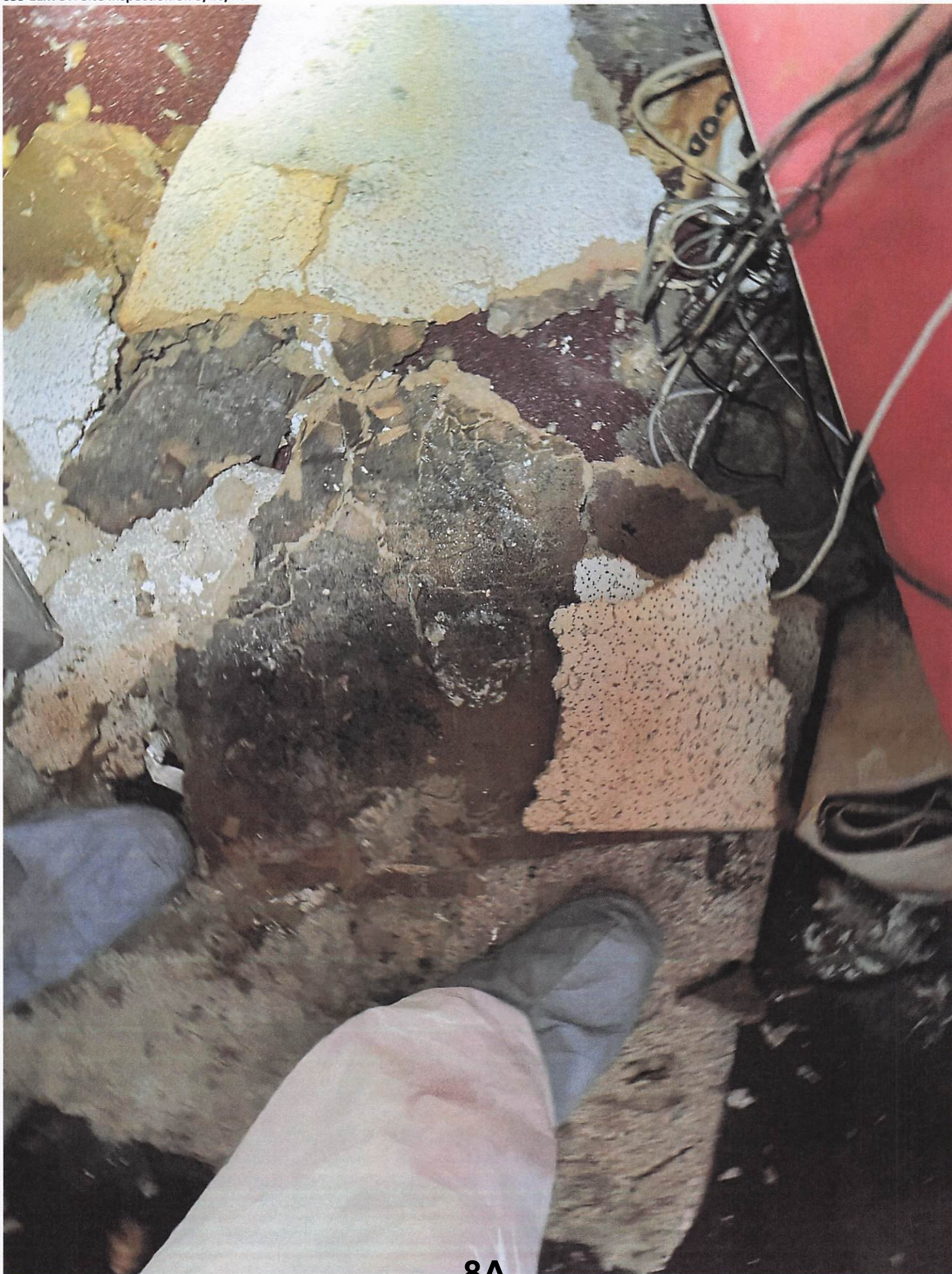








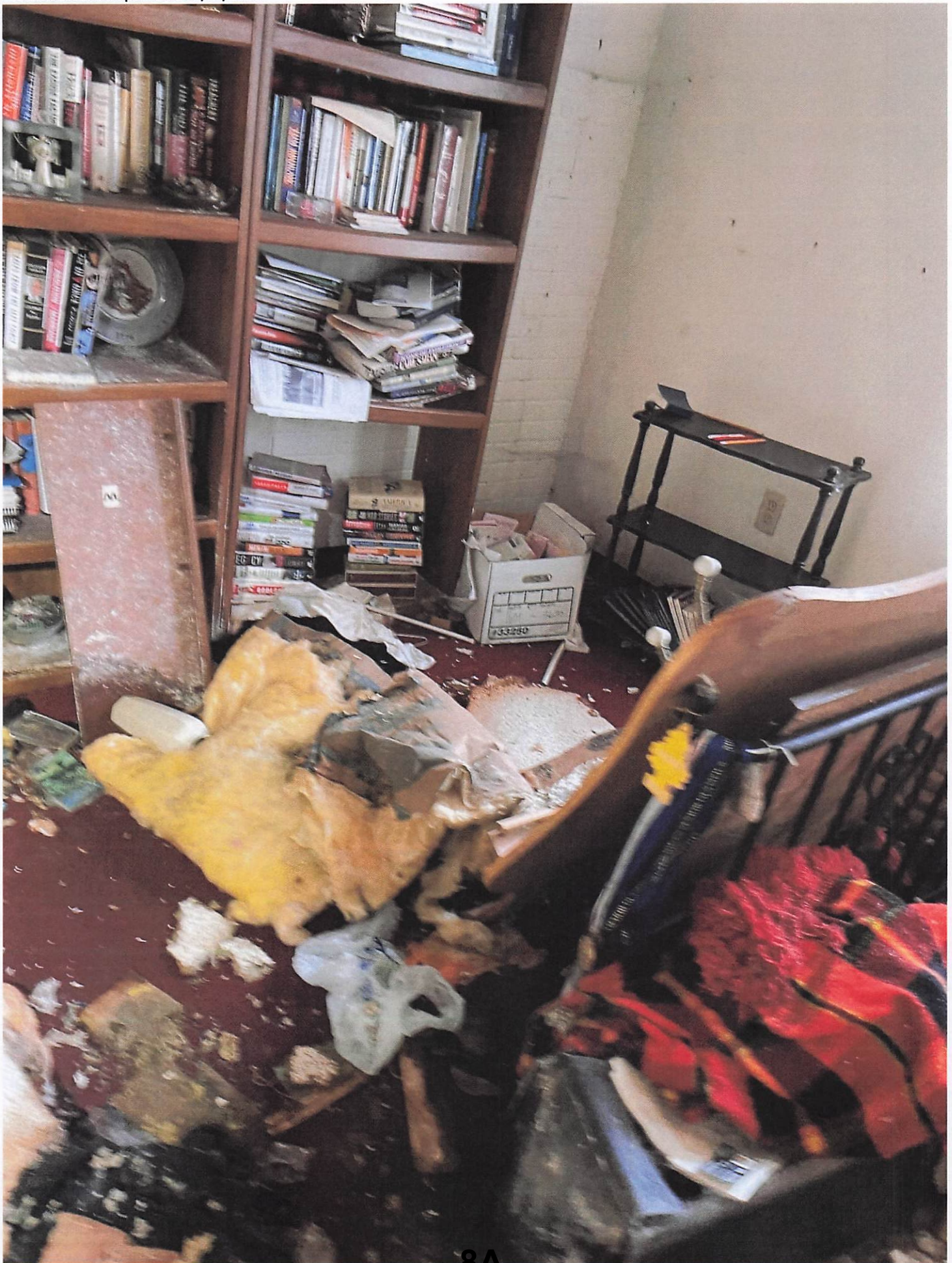










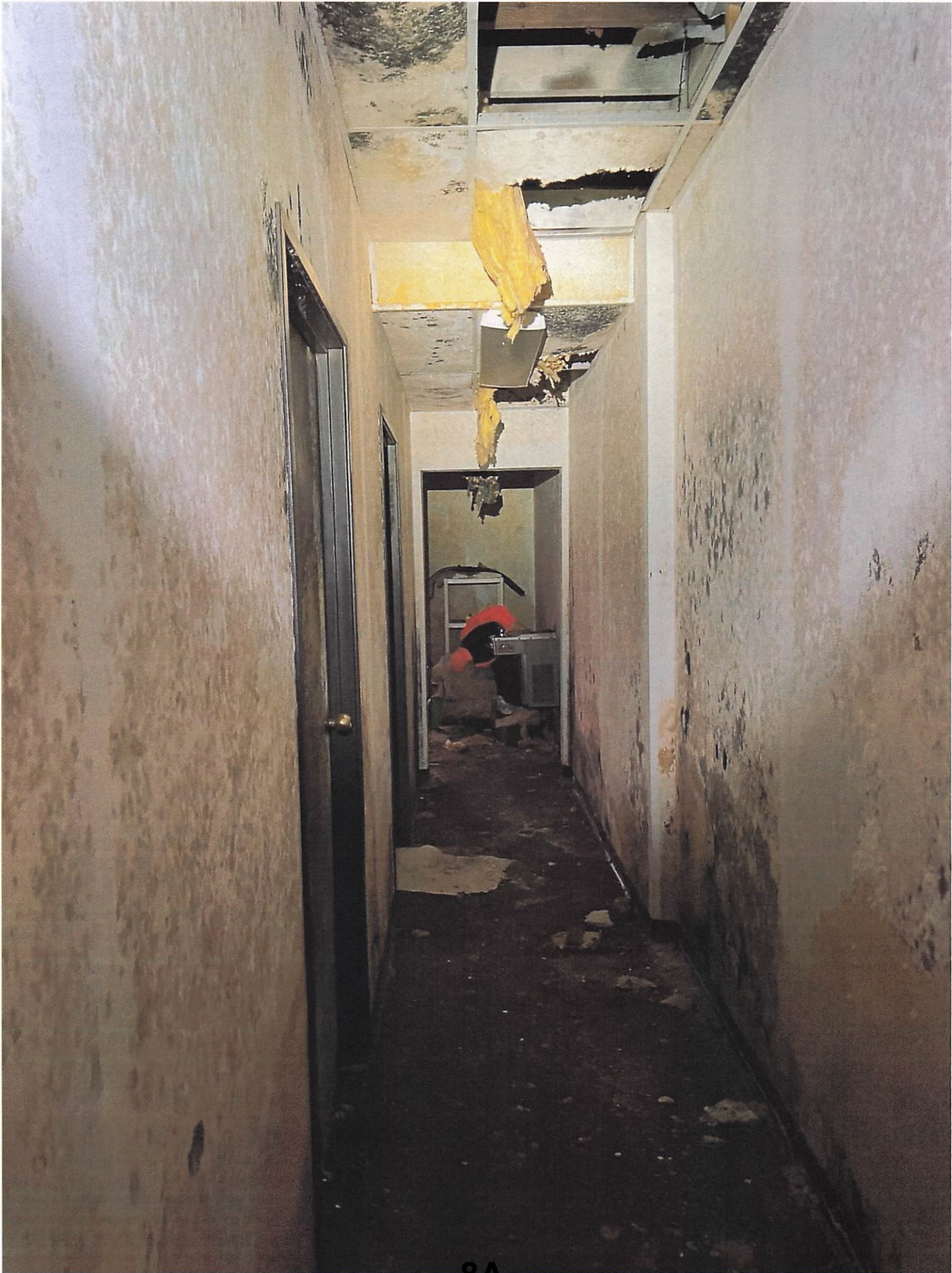




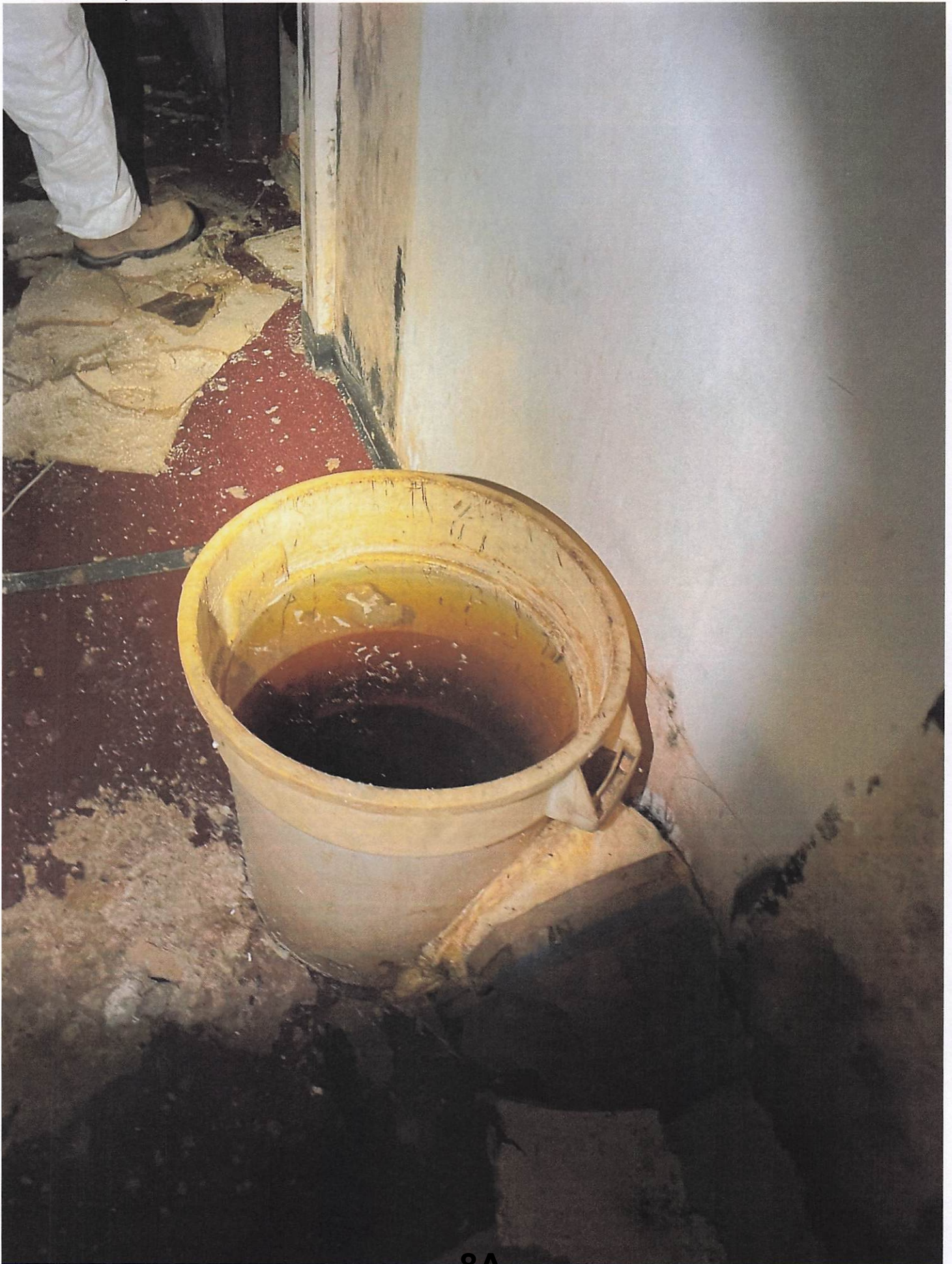










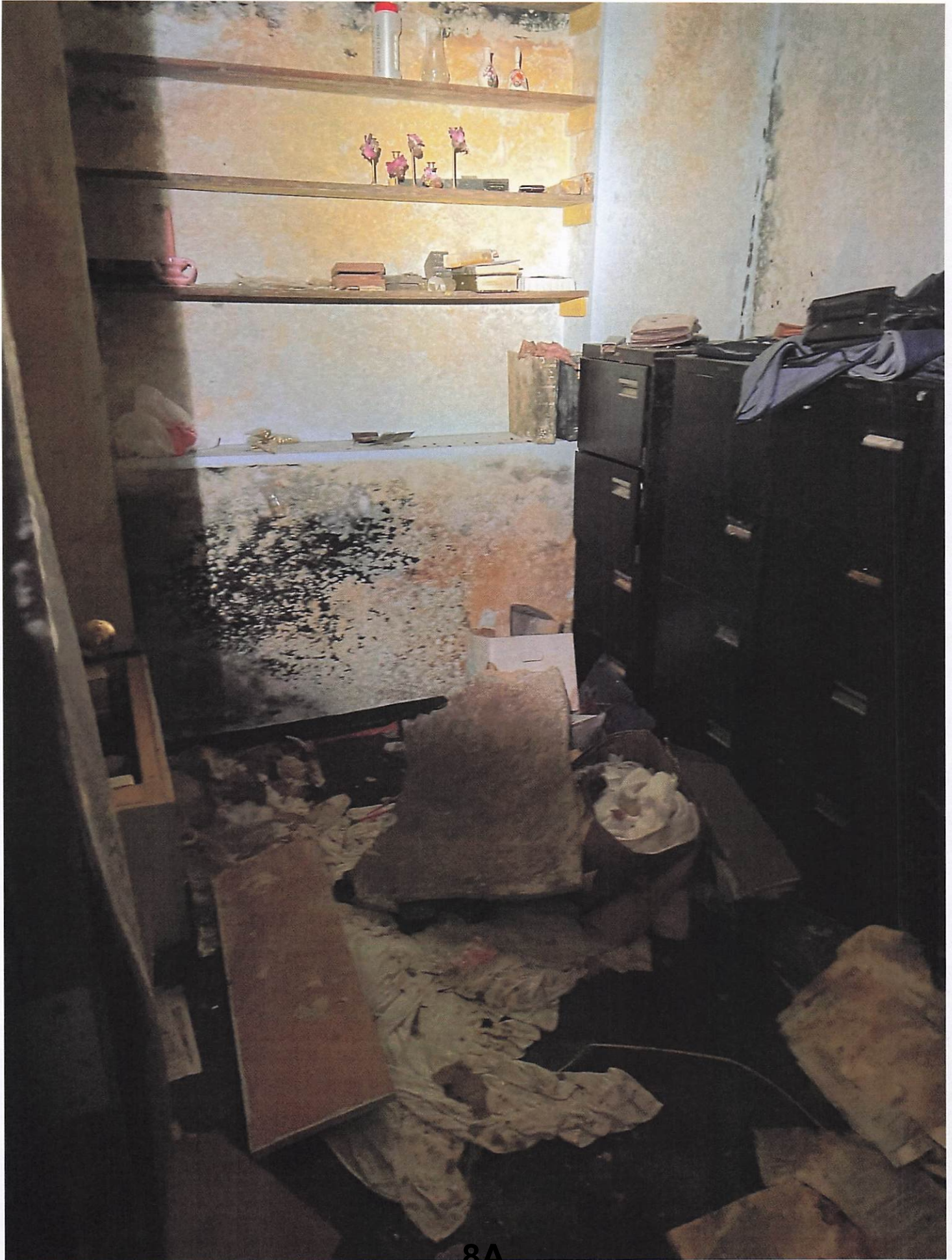


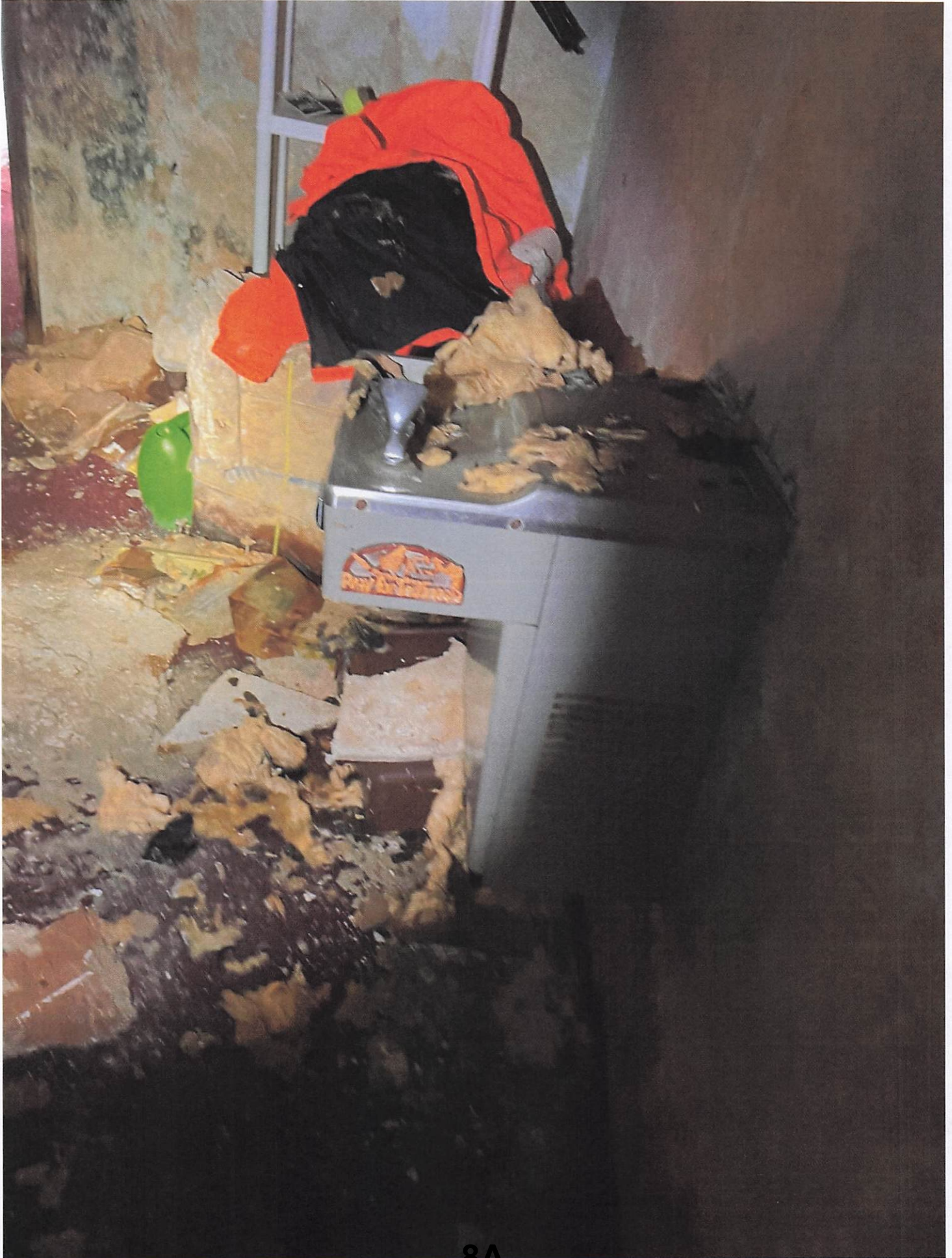


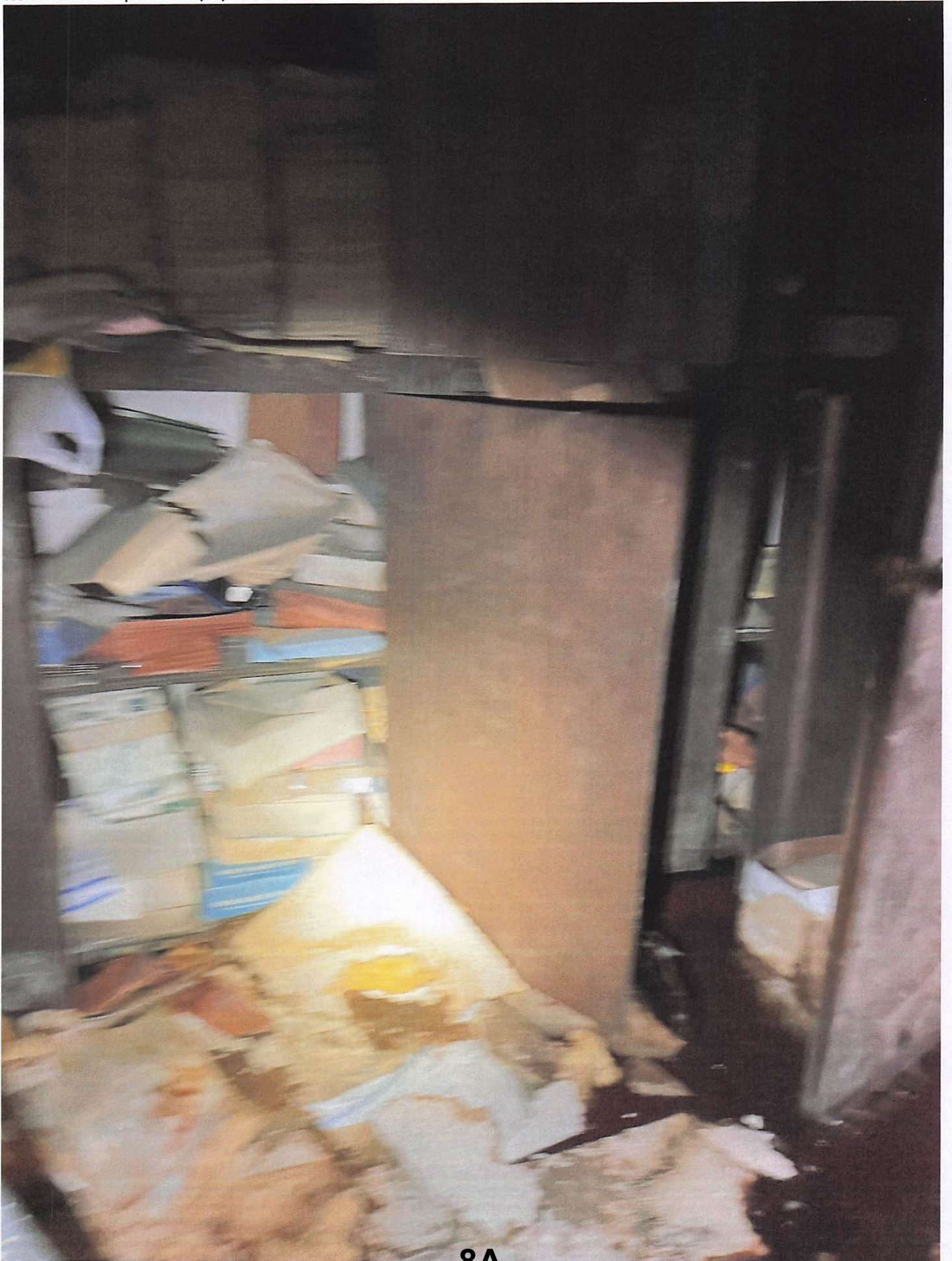
















ATTACHMENT E



May 20, 2024
Mr. Ralph Faranso
4200 Commerce
Orchard Lake, MI. 48324

RE: 635 Elm St. Birmingham, MI
Parcel Number: 08-19-36-281-028
Notice of Violation- Structure Unfit for Human Habitation.

Dear Mr. Faranso;

This notice is to inform you that the building at the subject property was inspected last Thursday by the Building Department Staff. This inspection resulted in the structure being condemned as unfit for human habitation in accordance with Section 108.1.3 of the 2021 International Property Maintenance Code. A structure is condemned when it is determined that structure is unsafe, lacks maintenance, is unsanitary, contains filth and contamination, etc. The following is a brief description of the conditions observed during Thursday's inspection.

1. The interior of the building has an accumulation of rubbish and garbage throughout every room in violation of Sections 305.1, 308.1 and 308.2 of the code.
2. The toilet facilities are not functioning properly and the conditions are extremely unsanitary and in violation of sections 502.4, 502.5 of the code.
3. The interior of the building has collapsed ceilings due to water leakage from the roof and is unsafe per 304.1.1(8).
4. The insulation in the ceiling has become waterlogged and has fallen from the roof assembly and is not functional.
5. There is a hole in the roof allowing water intrusion as well as animal intrusion per 304.1.1(8).
6. The plywood roof deck has delaminated and is covered in mold from water intrusion from the roof per 304.1.1(8).
7. The mechanical and electrical systems of the building are inoperable and unfit for occupancy per 601.2.
8. The building lacks the required fire safety facilities per 701.2.
9. A safe and unobstructed path of travel from any point in the building to the public way is required per 702.1.
10. Every window shall be kept in sound condition per 304.13.

Due to the extent of the accumulation of garbage and debris in the building, the violations listed above cannot be considered an all-inclusive list of deficiencies.

*Community Development, Building Department – 151 Martin Street – Birmingham, MI 48009
(248) 530-1850 – Fax (248) 530-1290 – www.bhamgov.org*

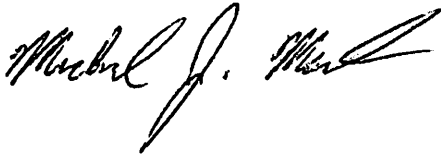
As the property owner you are hereby ordered not to occupy, or allow the building to be occupied by others.

The condition of the building is such that it is unreasonable to repair and you are ordered to demolish the building within 60 days of this notice per section 110.1.

You have the right to appeal the condemnation to the Housing Board of Appeals within 10 days. This procedure can be started by requesting an application from our office. Please do not hesitate contacting me if you have any questions, concerns or need further assistance.

Best regards,

Michael J. Morad

A handwritten signature in black ink, appearing to read "Michael J. Morad", with a stylized flourish at the end.

Assistant Building Official

Cc: Bruce R. Johnson, Building Official
Jana L. Ecker, City Manager
Mary M. Kucharek, City Attorney
Scott Grewe, Chief of Police
Paul Wells, Fire Chief

ATTACHMENT F

Mary Kucharek

From: ralph@afprop.com
Sent: Thursday, July 24, 2025 10:42 AM
To: 'Jeff Zielke'
Subject: RE: Status of Demolition.

Jeff,

I am in the process of getting an independent opinion in order to determine if the building needs to be demoed or if I can gut it out to the block.

Thank you for your immediate attention to this matter, should you have any questions please do not hesitate to contact me.

Ralph Faranso
248.730.1800

From: Jeff Zielke <jzielke@bhamgov.org>
Sent: Friday, July 11, 2025 9:15 AM
To: ralph@afprop.com
Cc: Patrick Brzozowski <pbrzozowski@bhamgov.org>; Mike Morad <mmorad@bhamgov.org>
Subject: Status of Demolition.

Good morning Ralph,

I am writing to you regarding the properties at 635 Elm Street, 880 Bowers, and 874 Bowers. My understanding is that these buildings were previously required to be demolished.

It has come to my attention that discussions with Sachse Construction regarding the demolition have ceased. Could you please provide an update on the current status of the demolition of these buildings and a timeline for their removal by July 15, 2025?

If I do not receive this information by July 15, 2025, I will need to involve the City Attorney to restart the process.

Thank you for your prompt attention to this matter.

--

Jeff Zielke, NCIDQ, LEED AP, COSS
Building Official
City of Birmingham
151 Martin Street
Birmingham, MI 48012
jzielke@bhamgov.org

Tel: 248.530.1849

ATTACHMENT G



Telephone 248-530-1850
Fax 248-530-1290

NOTICE OF VIOLATION
FINAL NOTICE

Date: 07/15/2025

COMMERCE POINT LLC
C/O: RALPH FARANSO
PO BOX 1207
WALLED LAKE, MI 48390-5207

Re: Commercial Property Maintenance [Dangerous Structure] **FINAL NOTICE**

Enforcement Number: E24-0447

Location: 635 ELM ST/880 BOWERS/874 BOWERS

Dear Property Owner,

Based on a recent inspection of your property it has come to our attention that your property contains a violation of the City of Birmingham Code of Ordinances as it relates to Article VI Sec.

111.1.5(3)(6)(7)(10) Dangerous Structure or Premises. The Ordinance specifies that any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

Sec. 111.1.5 Dangerous Structure or Premises:

(3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

(7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

(10) Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

As last discussed on 07/26/2024, you were working to finalize demolition permit no. PD24-0096. During that timeframe you provided us with clearance letters from DTE and were trying to finalize the asbestos

abatement and Consumers clearance letters. After our conversations a new plan developed to where you and Sachse Construction were working together to have the above mentioned properties demolished in partnership, however, I am now told this agreement has ceased. Finally, our Building Official reached out to you on July 11, 2024 via email to further understand your demolition plan for these buildings, he included a deadline of July 15, 2025 (see below). *As of today, 08/06/2025, we have not heard back from you and have considered the property to be in violation of the above codes.*

Corrective Action: Provide updated demolition plans by 08/15/2025. This is a final notice, if we do not receive updated plans by 08/15/2025 misdemeanor tickets will be issued for each of the above listed addresses.

Please arrange to establish contact with myself and our Building Official by 08/15/2025. Failure to comply will result in additional enforcement actions, including but not limited, the issuance of misdemeanor tickets for each of the above listed addresses, and every day until the violation has been corrected.

Thank you for helping to keep the city of Birmingham a great place to live, work and conduct business.

Sincerely,

Patrick Brzozowski
Code Enforcement Coordinator
Community Development
248-530-1850 (o)
248-330-1925 (c)
pbrzozowski@bhamgov.org

C.C. Jeff Zielke, Building Official
 Jana Ecker, City Manager
 Mary Kucharek, City Attorney
 BIRMINGHAM BOWERS LLC, ATTN: Ralph Faranso



Patrick Brzozowski <pbrzozowski@bhamgov.org>

Status of Demolition.

1 message

Jeff Zielke <jzielke@bhamgov.org>

Fri, Jul 11, 2025 at 9:15 AM

To: ralph@afprop.com

Cc: Patrick Brzozowski <pbrzozowski@bhamgov.org>, Mike Morad <:mmorad@bhamgov.org>

Good morning Ralph,

I am writing to you regarding the properties at 635 Elm Street, 880 Bowers, and 874 Bowers. My understanding is that these buildings were previously required to be demolished.

It has come to my attention that discussions with Sachse Construction regarding the demolition have ceased. Could you please provide an update on the current status of the demolition of these buildings and a timeline for their removal by July 15, 2025?

If I do not receive this information by July 15, 2025, I will need to involve the City Attorney to restart the process.

Thank you for your prompt attention to this matter.

--

Jeff Zielke, NCIDQ, LEED AP, COSS
Building Official
City of Birmingham
151 Martin Street
Birmingham, MI 48012
jzielke@bhamgov.org
Tel: 248.530.1849

ATTACHMENT H

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

15-08

CSCU/CD-2700 (10/24)

2025



Due February 15, 2025

File Online at www.michigan.gov/corppileonline

Identification Number 801110632	Limited Liability Company Name COMMERCE POINT, L.L.C.
1 Resident agent name and mailing address of the registered office RALPH FARANSO 4200 COMMERCE ROAD ORCHARD LAKE, MI 48324	
Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P O. Box) RECEIVED DEC 19 2024 LARA \$25.00 FILED FEB 25 2025 CORPORATIONS DIVISION	
2 The address of the registered office 4200 COMMERCE ROAD ORCHARD LAKE, MI 48324	
Change address of registered office in MICHIGAN (MICHIGAN address: number, street, city, state, zip, <u>cannot</u> be a P.O. Box).	
3. Signature of authorized member, manager or agent. X <i>Ralph Faranso</i>	Title MEMBER
Date 12-13-24	Phone (Optional) 248 7301800

Annual Statement Must Be Signed (Item 3 above)

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members, or by an authorized agent of the domestic limited liability company

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization

Filing Fee: \$25.00

Annual Statement must be received by agency on or before February 15, 2025.

Veterans: Pursuant to MCL 450 5101(9)(10) if a majority of the membership interests in the limited liability company responsible for paying the fee are held by 1 or more veterans who served in the United States Armed Forces, (including the reserve components) who were discharged or released under conditions other than dishonorable, you may obtain further information regarding a fee waiver at www.michigan.gov/corpveteranfeewaivers

Submit

Online: www.michigan.gov/corppileonline

Save time by filing online. You will get an immediate response and you can elect to receive future notices by email to the resident agent. The agent will also be sent an email when a document is filed, or the CID/PIN is requested. You will need your Customer ID number (CID) and PIN, which can be obtained using the CID/PIN Recovery Page at www.michigan.gov/corppin

Mail: Return completed statement with a check or money order payable to the State of Michigan to Corporations Division, P O Box 30768, Lansing, MI 48909 (517) 241-6470

Your business may be required to file a Beneficial Ownership Information Report with the U S Treasury's Financial Crimes Enforcement Network (FinCEN). Companies that were formed or registered prior to January 1, 2024, must file an initial beneficial ownership report by January 1, 2025. Go to www.fincen.gov/boi for more information and to submit your electronic report

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

09/02/2025 10:12 AM

Parcel:	08-19-36-281-028	Current Class:	201.COMMERCIAL-IMPROVED
Owner's Name:	COMMERCE POINT LLC	Previous Class:	201.COMMERCIAL-IMPROVED
Property Address:	611 ELM ST BIRMINGHAM, MI 48009-6768	Taxable Status	TAXABLE
Liber/Page:	56593:300	Prev. Taxable Stat	TAXABLE
Split:	/ /	Gov. Unit:	08 City of Birmingham
Public Impr.:	Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb	ITOnly	.
Topography:	Level	School:	63010 BIRMINGHAM CITY SCHOOL DIST
		Neighborhood:	COF E.C.F. Table COF
Mailing Address:	COMMERCE POINT LLC PO BOX 1207 WALLED LAKE MI 48390-5207	Description:	T2N, R10E, SEC 36 BOWERS ADD LOTS 25 & 26

Most Recent Sale Information

Sold on 06/14/2021 for 3,000,000 by EISMAN JAMES LEONARD.

Terms of Sale: 33-TO BE DETERMINED

Liber/Page: 56593:300

Most Recent Permit Information

Permit 08PWS24-0194 on 12/19/2024 for \$0 category Demolition.

Physical Property Characteristics

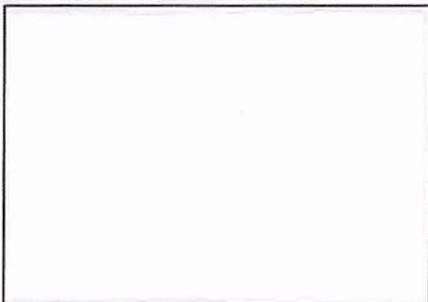
2026 S.E.V.:	865,150	2026 Taxable:	761,170	Lot Dimensions:	
2025 S.E.V.:	865,150	2025 Taxable:	761,170	Acreage:	0.30
Zoning:	BI	Land Value:	1,604,996	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	2,318	Average Depth:	0.0

Improvement Data

of Commercial Buildings: 1
Type: Office Buildings
Desc: Building 1, Section 1
Class: C
Quality: Low Cost
Built: 1968 Remodeled: 0
Overall Building Height: 0
Floor Area: 5,367
Sale Price/Floor Area: 558.97
Estimated TCV: 122,981
Cmts:

611 Elm
635 Elm
818 Bowers
611 Elm - #639 #655

Image



**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT**

15-08

2025**Due February 15, 2025**File Online at www.michigan.gov/corppileonline

Identification Number 801440892		Limited Liability Company Name BIRMINGHAM BOWERS LLC	
1 Resident agent name and mailing address of the registered office RALPH G FARANSO 4200 COMMERCE RD ORCHARD LAKE, MI 48324		Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P O Box) LARA \$25.00 CORPORATION DIVISION	
2 The address of the registered office 4200 COMMERCE RD ORCHARD LAKE, MI 48324		Change address of registered office in MICHIGAN (MICHIGAN address: number, street, city, state, zip, <u>cannot</u> be a P.O. Box)	
3 Signature of authorized member, manager or agent. 	Title MEMBER	Date 12-13-24	Phone (Optional) 248-7301800

Annual Statement Must Be Signed (Item 3 above)

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Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization

Filing Fee: \$25.00**Annual Statement must be received by agency on or before February 15, 2025.**

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February 24, 2023

Mr. Ralph Faranso
AF Property Management, Inc.
720 S. Adams Road
Birmingham, Michigan 48009

**Re: 611 Elm Street Proposed Mixed-Use Development
Trip Generation Letter
City of Birmingham, Michigan 48009**

Dear Mr. Faranso:

Tetra Tech (Tt) has prepared this trip generation forecast for the proposed mixed-use development proposed at 611 Elm Street in the City of Birmingham, Oakland County. Currently the site, located in the southeast quadrant of Elm Street and Bowers Street, has a variety of retail, service, and professional uses, and the proposed development consists of 5,372 sq. ft. retail space and 86 apartments.

Trip Generation Forecast

Using the information and methodologies specified in the latest version of *Trip Generation (11th Edition)* published by the Institute of Transportation Engineers (ITE), Tt forecast the weekday AM and PM peak hour trips associated with the potential mixed-use development on the site. The results of our trip generation forecast for the site are provided below in Table 1.

**Table 1
ITE Trip Generation for Mixed-Use Development**

Land Use	Land Use Code	Size	AM Peak Hour			PM Peak Hour			Week Day
			In	Out	Total	In	Out	Total	
Multifamily Housing (Mid-Rise)	221	86 units	6	20	26	21	13	34	318 ¹
Strip Retail Plaza	822	5,372 sq. ft.	8	5	13	17	18	35	293
TOTAL TRIPS			14	25	39	38	31	69	611

1. Accounts for a 12.6% reduction due to individuals working from home, based on SEMCOG's Community Profile for the City of Birmingham, Transportation, Transportation to Work.

Although less than 50 peak hour, peak directional trips are forecast for both peak periods, more than 500 total daily trips are forecast for the proposed development. Based on the above results and the City of Birmingham standards, a traffic impact assessment would be warranted for the proposed development.

Tetra Tech of Michigan, P.C.
7927 Nemo Way, Suite 100, Brighton, MI 48116
Tel 810.220.2112 Fax 810.225.8458 www.tetratech.com

Thresholds for the Type of Transportation Impact Study Required

As described in the City of Birmingham Zoning Ordinance, a transportation impact analysis is required as part of the Community Impact Statement for certain scales of proposed development (see Table 1 below). The checklist below (Table 2) can be used to determine the type of transportation study required. The process is illustrated on the next page, followed by a list of the required contents for each type of study (Table 3).

Table 1: Thresholds for When Some Type of Transportation Impact Study is Required

1. A new structure or building of 20,000 sq. ft. GFA or more
2. An expansion of a building or structure of 20,000 sq. ft. GFA if that is an increase of 10% or more
3. Other situations upon determination by the Planning Board at preliminary Site Plan Review that the proposed development may exert a significant transportation impact. The Planning Board may seek a recommendation from the City's Multi-Modal Transportation Board.

Table 2: Checklist to Determine Type of Transportation Impact Study Needed

	Yes	No	Maybe	Study Type (required if Maybe or Yes)
Is the proposed change inconsistent with the Master Plan?		X		RTS
Does the proposed development involve amendments to an approved PUD?		X		RTS
Is this a rezoning for a specific use or that includes a site plan?		X		TIA or TIS
Will 500-749 driveway trips be generated per day?	X			TIA
Will 750+ driveway trips be generated per day?		X		TIS
Will 50-99 peak-hour, peak-direction driveway trips be generated?		X		TIA
Will 100+ peak-hour, peak-direction driveway trips be generated?		X		TIS
If the project involves expansion or redevelopment, will the change result in more than 50 additional peak-hour, peak-direction trips or more than 500 additional trips per day for the entire development?		X		TIA
If the project involves expansion or redevelopment, will the change result in more than 100 additional peak-hour, peak-direction trips or more than 750 additional trips per day for the entire development?		X		TIS
Was a transportation study previously completed for this development and the study more than 3 years old?		X		RTS/TIA/TIS
Is there a high-crash existing intersection adjacent to the site?		X		TIS
Is planning underway for rebuilding a nearby off-site intersection?		X		TIS

Study Preparer Qualifications

The preparation of a transportation impact study requires extensive background and experience in traffic-related and multimodal transportation analyses. The preparer shall sign the report and include a resume that demonstrates all of the following qualifications:

1. At least five years of recent experience in the preparation of transportation impact studies.
2. Membership in one or more professional transportation-related organizations, particularly the Institute of Transportation Engineers (ITE) or the Transportation Research Board (TRB).
3. Professional credential as registered engineer (PE) or ITE Professional Transportation Planner (PTP) or Certified Transportation Planner (CTP) from the American Institute of Certified Planners.
4. Any study involving roadway or traffic signal design work shall be prepared by or under the supervision of a registered engineer (PE) with the necessary qualifications and/or specific training.
5. Any study with recommendations for traffic signal work shall be a Professional Traffic Operations Engineer (PTOE).
6. The study preparer shall be prequalified with MDOT to perform analyses that involve MDOT facilities.

ATTACHMENT I

(08) 19-36-281-028

CVT:	City of Birmingham	PIN:	(08) 19-36-281-028
Status:	Active	Parcel Type:	Land
Add Date:	5/27/1980	Delete Date:	
		Last Activity:	2/15/2024 3:02:30 PM

Tax Description	
1	T2N, R10E, SEC 36
2	BOWERS ADD
3	LOTS 25 & 26

Legacy Lineage			
Parent(s)	Delete Date	Child(ren)	Add Date
FROM -001 & 002	5/27/1980		

Address Information			
Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
☒		★ Commerce Point LLC	PO Box 1207 Walled Lake MI 48390-5207
		★ Commerce Point LLC	611 Elm St Birmingham MI 48009-6768
		★ Commerce Point LLC	635 Elm St Birmingham MI 48009-6768
		★ Commerce Point LLC	639 Elm St Birmingham MI 48009-6768
		★ Commerce Point LLC	655 Elm St Birmingham MI 48009-6768

Related PINs			
CVT	PIN	Parcel Type	Status
08	99-01-002-450	Business Account	Inactive

Notes
7/27/21 new ownership per PTA rec'd 7/26/21. PRR

Address Info Legend

- ☒ = Primary Mailing
-  = Primary Site
-  = Extra Site
- ★ = Primary
- ◆ = Secondary
- = Care Of
- ⊗ = Other
- Black = Individual



(08) 19-36-281-028



Brown = Organization
Green = Trust



ATTACHMENT J



September 2, 2025

Commerce Point, LLC
c/o Ralph Faranso
P.O. Box 1207
Walled Lake, MI 48390-5207

Commerce Point, LLC
c/o Ralph Faranso
4200 Commerce Road
Orchard Lake, MI 48324

*Re: Commercial Property Maintenance Dangerous Structure
Enforcement No. E24-0447; Location: 611 Elm Street (a/k/a 635 Elm Street)/
880 Bowers/874 Bowers*

Dear Property Owner, Mr. Faranso:

The purpose of this letter is to give you notice that the Birmingham City Commission is likely to set a public hearing in the matter of your dangerous unfit structure. At the Birmingham City Commission meeting on September 8, 2025 at 7:30 p.m. the Building Official is requesting the City Commission to hold a public hearing on Monday, October 6, 2025 at 4:30 p.m. at a regular Birmingham City Commission meeting at the municipality building located at 151 Martin Street, Birmingham, MI. The purpose of the public hearing on October 6, 2025 is to determine compliance or the violation of Sec. 50-41 of the Birmingham City Code of Ordinances determining if your property cited above is unsafe and a menace to the health and morals and safety of the public. During the public hearing, the Building Official will demonstrate that these structures are in fact a danger and a public nuisance requiring demolition.

You have been on notice since at least February of 2024 that your building is dangerous and needs to be demolished. Time has been given to you and afforded to you to have this property demolished by you, the property owner. Since this has not occurred and final notice has been given to you on July 15, 2025, the need to set a public hearing by the City Commission, and the need for a public hearing in order to order demolition of your structure can wait no longer.

Jeff Zielke
Building Official

ATTACHMENT K

Building Department

Presented by: Jeff Zielke

Date: October 06, 2025

611 Elm Street

Demolition Order of a Dangerous Structure



Exterior Elevations



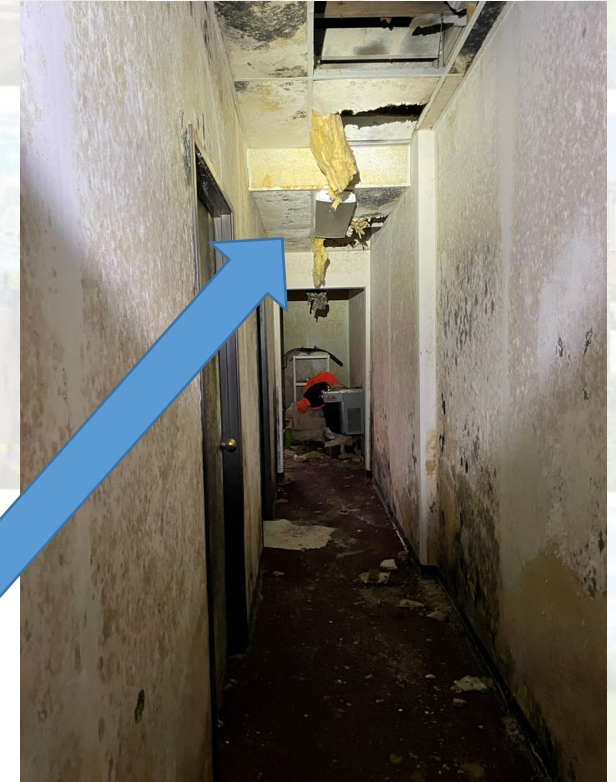
8A

Interiors elevations

Extensive growth throughout the building.



Ceiling tiles collapsed everywhere



Building is without electricity and water

Interiors Elevations



Buckets full of stagnant water and debris throughout the building



Site inspection May 16, 2024



MEMORANDUM

Human Resources Department

DATE: Thursday, October 2, 2025

TO: Jana Ecker, City Manager

FROM: Christina Cilluffo, Human Resources Manager

SUBJECT: Settlement Agreement and Contract Renewal with Birmingham Command Officers Association (BCOA)

INTRODUCTION:

The Birmingham Command Officers Association represents a total of 7 full-time rank Police Commanders and Lieutenants working within the Police Department.

BACKGROUND:

The current collective bargaining agreement with BCOA expired on June 30, 2025. On October 1, 2025, an agreement was reached between the parties. Union membership ratified the attached settlement agreement, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- 3-year contract through June 30, 2028.
- Wage Adjustments of 3.5% (7/1/2025), 4% (7/1/2026), 3.5% (7/1/2027).
- 5% wage increase adjustment on dispatch positions.
- Optional additional 5% employer contribution to 401(a) with the same employee contribution to 457(b).
- Long Term Disability and Life Insurance coverage increases.
- Addition of Juneteenth and additional personal day for purpose of annual vacation accrual calculations.
- \$25 increase in Holiday premium pay for working on specific holidays.
- \$150 increase in annual uniform allowance.
- Language adjustments for compliance with the Earned Sick Time Act.
- Waiving of required waiting period for short-term disability benefits for the purpose of childbirth recovery.
- Cleanup of language for ease of understanding and reflecting current practice.

LEGAL REVIEW:

The City's labor attorney has reviewed the signed Settlement Agreement and has no objection to its form or content.



FISCAL IMPACT:

The 2025-2026 fiscal impact for the BCOA compensation increases is as follows:

\$67,010.00 Increase to wage and fringe benefits

\$1,050.00 Increase to uniform allowance

\$5,909.00 Increase to Life Insurance and Long Term Disability coverage

\$73,969.00 Total fiscal impact for 2025- 2026 budget year

PUBLIC COMMUNICATIONS:

After approval, the items in the tentative settlement agreement terms will be incorporated into the BCOA union contract expiring 6/30/2028. This contract will be uploaded to the City's website upon completion.

SUMMARY:

The terms in the proposed settlement agreement October 1, 2025 are consistent with other settled contracts, and have both administration and union support. HR recommends the City Commission approval of the BCOA settlement agreement.

ATTACHMENTS:

- Executed Birmingham Command Officers Association Settlement Agreement with the City of Birmingham
- Notice of Ratification from BCOA Union representative, Captain Greg Wald

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the settlement agreement dated October 1, 2025 between the City and the Birmingham Police Command Officers Association for a renewal of the collective bargaining agreement through June 30, 2028. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate accounts.

BCOA SETTLEMENT AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Command Officers Association ("the Union"), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals:

1. Modify Agreement date

- The terms of the agreement will be 7/1/2025 to 6/30/2028

2. Article V – Dues Checkoff

- Replace language regarding the dues as follows:

5 To the extent the laws of the State of Michigan permit, it is agreed that:

5.1 The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

5.2 The Employer agrees to make Union payroll deductions once ~~or twice~~ each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

5.3 As soon as practicable following a new hire or promotion into the bargaining unit, the Employer shall notify the Union of new bargaining unit employees.

5.4 Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

5.5 The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. Every dues paying member must have an authorization, which must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling.

5.6 Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as

set forth in Subsection 4.

5.7 Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

5.8 The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

5.9 If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

5.10: The Association agrees to defend, indemnify and save harmless the City from any liability by reason of the enforcement of this Article.

3. Long Term Disability

- Effective as soon as practicable, increase the maximum long-term disability amount to \$5,000.00 per month.

4. Life Insurance

- Effective as soon as practicable, increase the life insurance amount to \$60,000.00.

5. Wages

- Annual wage table increases are as follows:

7/1/2025	7/1/2026	7/1/2027
3.5%	4%	3.5%
- Wage amendment will be retroactive to 7/1/2025.
- Remove archaic language:

25.2 ~~Movement to the maximum of the pay grade is on a merit basis and not automatic.~~

6. Holidays

- Include Juneteenth to the list of recognized holidays, for purpose of vacation accrual, beginning with the vacation accrual calculation at the end of the 2025 year for 2026 vacation time banks.

7. Personal Day

- Increase the amount of personal days for purposes of vacation accrual from three 8-hour days to four 8-hour days. Upon ratification, 8 hours of vacation time will be included to BCOA time banks to account for this additional personal day.

8. Holiday Pay

- Effective upon ratification, discontinue the practice of a cash payout for Good Friday and the Friday after Thanksgiving. Starting with the Friday after

Thanksgiving (November 28, 2025), vacation time in lieu of a holiday payout will be included in the vacation accrual calculation at the end of the 2025 year for 2026 vacation time banks.

9. Holiday Premium

- Include Memorial Day and Labor Day to the list of holiday premium and increase the premium to \$150 for each day actually worked on one of the listed holidays.
27.7 Employees who actually work on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, **Memorial Day**, July 4th, **Labor day**, or Thanksgiving Day shall receive a ~~\$125-\$150.00~~ premium for each day actually worked. Payment will be made in the employee's regular bi-weekly pay check.

10. Uniform Allowance

- Increase the yearly allowance for uniforms from \$450 to \$600 annually. Employees who enter BCOA after ratification of this contract will be subject to a maximum payout upon separation limited to \$1,000, however with-cause termination will be ineligible for a uniform balance payout upon separation.

11. Deferred Compensation

- Amend Defined Contribution Retirement plans to include an optional, additional match of up to 5% of gross wages.
Effective December 1, 2025 or upon the effective date of a Mission Square 401(a) plan amendment, the City will match an employee's additional contribution up to a maximum of 5% of earnings. The employee must contribute an equal amount to his or her 457(b) account in order to be eligible for the employer match into the 401(a) account. During the month of September of each year, or for new employment, employees will have an open enrollment period to make changes to the contribution amount with the City matching.

12. Dependent Insurance Coverage

- Remove language:
~~Effective January 1, 1994, the City and the Union agree that the current definition of dependent shall apply without regard to any previous practice. The current definition of dependents is: "Wife or husband and unmarried children until the end of the year in which they reach 19 or they remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 19. Children may be by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are residing as members of your household. Effective July 1, 2016, t~~The City and the Union agree that the current definition of "dependent" shall be in accordance with applicable law.

13. Insurance Commencement

- Modify the insurance start date for new employees from 90 days of continuous service, to the first of the month following 30 days of continuous service. The new employee shall make his or her election before the first of the month following 30 days of continuous service.

14. HRA Reimbursement

- Remove language:
~~The HRA will reimburse eligible expenses first before any reimbursement from a flexible spending account voluntarily established by an employee~~

15. HRA Usage

- Amend HRA language as follows:
10.2. 3. Upon retirement with eligibility for retiree health care as provided in Article XI, the HRA account balance shall be carried forward into retirement as a retiree health care supplement for reimbursement of health care ~~plan deductibles, co-insurance and monthly retirement contributions.~~ expenses, as governed by IRS regulation.

16. Short Term Disability

- Waive the waiting period when Short Term Disability is requested for the purpose of childbirth recovery. Proposed language as follows:
Short Term Disability for childbirth recovery begins on the date of birth and covers the medically necessary recovery period. The medically necessary recovery period shall be determined based on documentation supplied by the employee's healthcare provider. For recovery related to childbirth only, the 30-day waiting period is waived.

17. Insurance Language

- Remove language:
10.14 The City reserves the right to provide any insurance under this agreement through any carrier it elects or to self-insure any insurance, provided (a) that the benefits provided are equal to or better than the benefits being provided at the time of ratification of this agreement by the City and Union, and (b) the Union is notified at least 30 days in advance of such change, and (c) if there is a disagreement between the City and Union as to whether the benefits to be provided by a different carrier are equal to or better than the benefits provided at the time of this agreement between the City and the Union, the parties shall submit the matter to arbitration under Section 7.8, and the insurance through a new carrier or self-insurance shall not be implemented until a decision is rendered by the arbitrator. ~~It is agreed that a change to Blue Cross & Blue Shield coverage shall be considered equivalent to the current coverage, provided that benefits are equivalent, without regard to a change in Network Providers. It is agreed that in the event that City changes the network to PPOM, such change is consistent with the provisions of Section 10.14. The change is anticipated on October 1, 2000.~~

18. Workers Compensation Language

- Amend language for Workers Compensation to follow the State Worker's Compensation regulation:

Maximum weekly sickness and accident benefits for service- connected disability shall ~~not exceed an aggregate figure of seventy (70%) percent of an employee's base wage including any Worker's Compensation benefits, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident; if the employee is otherwise qualified shall~~ be in accordance with applicable Michigan workers' compensation laws.

19. Medicare Eligibility

- Amend language regarding Medicare eligibility for Retirees with Retiree Healthcare benefits:

When such eligible retired employee and/or spouse reaches the age of 65 ~~or is otherwise eligible for Medicare A & B~~, eligibility shall be for Medicare Complementary coverage as shown in Exhibit H.

20. Dependent Coverage in Retire Healthcare

- Amend language for dependent age-out of Retiree Healthcare benefits:

Coverage will be available for the retired employee and his/her spouse only. Dependent coverage and family continuation and sponsored dependent riders will be available at the retired employee's expense only for those individuals for which these coverages and riders were being elected immediately prior to retirement. The coordination of benefits provisions for active employees shall be applicable for coverage for retired employee's spouse and dependents under the City's plan. ~~Dependent coverage will cease at the end of the month in which the dependent turns 26.~~

21. BPOA – BCOA Defined Contribution

- Removal of language:

~~Effective July 1, 2019, the employer and employee contributions to the defined contribution plan shall be identical to those amounts set forth in the Birmingham Police Officers Association Collective Bargaining Agreement as it is amended from time to time.~~

22. Tuition Reimbursement

- Include a time requirement to receive tuition reimbursement.

15.6: Employees must submit official school transcript showing final grade received within ~~30 days of class completion~~.

23.Seniority Language

- Amend language regarding promotion pay, and update payscale to reflect timelines for top pay.
 - 23.2 A. ~~For current~~ Police Sergeants and Lieutenants with at least 24 months of total Police Sergeant or Lieutenant service, ~~promotions promoting~~ into the position of Police Lieutenant or Captain shall result in wage adjustments to the maximum step of pay for that classification.

24.Educational requirements for promotions

- Update language to include a process to create a timeline for required educational trainings.
 - 24.11: Any employee promoted into the unit who has not attained the educational requirements in effect at the time of the promotion for the classification he is promoting into must, as a condition of continued employment in such position, expeditiously and actively pursue completion of such educational requirements. ~~The Department will determine an appropriate timeline for completion, taking into account the time required for the education and the employee's scheduled availability.~~

25.Vacation Accrual

- Revise the current vacation accrual schedule to reflect accruals in hours rather than days, based on an 8-hour workday calculation.

26.Vacation Payout

- Update Vacation Payout language as follows
 - 26.9: At the end of each calendar year, an employee may elect to be paid in cash for up to 40 hours vacation leave, ~~which will be subject to applicable State and Federal taxes and will not be eligible for retirement contribution matching.~~ Upon such election, the employee's accrued vacation leave will be reduced accordingly.

27.Sick Payout

- Amend language to mirror city-wide policy.
 - 30.16: ~~Beginning in calendar year 2004, for a with more than 480 hours accrued, at the end of the calendar year the employee may elect, at their option, to be paid in cash hours accrued in excess of 480 hours up to no more than 40 hours.~~ An employee who begins the calendar year with more than 480 hours of accrued sick leave, and maintains a balance above that level throughout the calendar year, may elect to be paid in cash for hours in excess of 480 – up to but no more than 40 hours – at the end of calendar year. Following the cash payment, the employee must have a minimum of 480 remaining hours in accrued sick leave.

28. Residency Requirements

- City Proposal: Update residency map to encompass all communities that touch a 20 mile radius to Birmingham.

Addison Twp	Fraser	Macomb Twp	Romulus
Allen Park	Garden City	Madison Heights	Rose Twp
Auburn Hills	Grosse Pointe	Melvindale	Roseville
Berkley	Grosse Pointe Farms	Milford	Royal Oak
Beverly Hills	Grosse Pointe Park	Milford Twp	Royal Oak Twp
Bingham Farms	Grosse Pointe Shores	Mount Clemens	Salem Twp
Birmingham	(Macomb)	Northville (Oakland)	Shelby Twp
Bloomfield Hills	Grosse Pointe Shores	Northville (Wayne)	Southfield
Bloomfield Twp	(Wayne)	Northville Twp	Southfield Twp
Brandon Twp	Grosse Pointe Woods	Novi	Springfield Twp
Bruce Twp	Groveland Twp	Novi Twp	St. Clair Shores
Canton Twp	Hamtramck	Oak Park	Sterling Heights
Center Line	Harper Woods	Oakland Twp	Superior Twp
Chesterfield Twp	Harrison Twp	Orchard Lake Village	Sylvan Lake
Clarkston	Hazel Park	Orion Twp	Taylor
Clawson	Highland Park	Oxford	Troy
Clinton Twp	Highland Twp	Oxford Twp	Utica
Commerce Twp	Huntington Woods	Pleasant Ridge	Walled Lake
Dearborn	Independence Twp	Plymouth	Warren
Dearborn Heights	Inkster	Plymouth Twp	Washington Twp
Detroit	Keego Harbor	Pontiac	Waterford Twp
Eastpointe	Lake Angelus	Ray Twp	Wayne
Ecorse	Lake Orion	Redford Twp	West Bloomfield Twp
Farmington	Lathrup Village	River Rouge	Westland
Farmington Hills	Lincoln Park	Rochester	White Lake Twp
Ferndale	Livonia	Rochester Hills	Wixom
Franklin	Lyon Twp	Romeo	Wolverine Lake

29. Supplement updates

- Remove language for Medical, Dental and Vision, and retiree healthcare coverage and include current Benefit at a Glance documents.
- Include language under Health Insurance:

The City reserves the right to provide the health insurance provided herein through an insurance carrier or to self-insure, provided that (1) the benefits provided through such carrier are equal to or better than the benefits provided on the date of the signing of this agreement; (2) the Union is notified at least thirty (30) days in advance of such change, and (3) if there is a disagreement between the City and Union as to whether the benefits to be provided are equal to or better than the benefits provided at the time of the signing of the agreement, the parties shall submit the matter to arbitration.

30. Earned Sick Time Act

- Amend provisions for Emergency Leave and Illness Allowance as follows:

ARTICLE XII **FUNERAL LEAVE AND EMERGENCY LEAVE**

12.1: For purposes of attending the funeral of a member of an employee's immediate family, a seniority employee shall receive a leave of absence of three (3) work days during the period commencing on the day of death and ending on the day after the funeral.

A seniority employee shall be granted one (1) additional day with pay if the place of the funeral is 200 miles or more from the Birmingham City Hall.

For purposes of this section, immediate family means current wife, current husband, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild.

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the seniority employee's Department Head believes is appropriate for the employee to attend, the Department Head may make a request of the City Manager for approval to grant up to one (1) day off with pay to attend such person's funeral.

~~12.2 Emergency Leave. An employee may use up to four (4) sick leave days per calendar year due to the illness or disability of members of the employee's immediate family which requires the presence of the employee. Such days shall be used in one-hour increments and shall be charged to the employee's accrued sick leave. The maximum number of sick leave days permitted under this section per calendar year is four (4) sick leave days.~~

~~It is the intent of the City and Union that whenever possible, and employee using sick leave under this section, shall make arrangements for the family member as soon as possible and return to work.~~

~~For purposes of this section, immediate family means current wife, current husband, mother, father, child or stepchild and any relative living within the household of the employee.~~

12.3: Employee-Retiree. Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree provided.

- A. Those employees who may be spared from the work assignments and have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reason shall rest with the Department Head.
- B. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the City Manager.

~~12.4: Emergency Leave During Vacation. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation unless such leave starts prior to the time that the vacation is scheduled. When the leave starts prior to the time the vacation is scheduled the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.~~

ARTICLE XXX **ILLNESS ALLOWANCE**

30.1: Sick leave shall be allowed ~~only in cases of actual sickness or disability of an employee or as provided in Article XII.~~ In the following circumstances:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; and
- For closure of the City of Birmingham by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

B For the purposes of this article, family members include:

- A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child
- A person to whom the employee is legally married under the laws of any state or a domestic partner
- A grandparent
- A grandchild
- A biological, foster, or adopted sibling
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

30.2: Seniority employees ~~are allowed one~~ shall accrue Sick Time to be used for the purposes of the provisions in 30.1.

A. (1) day (eight (8) hours) sick leave credit for each month in service, beginning with the first full calendar month of service:

~~A.~~ B. No sick leave will be granted before it has been earned.

~~B. Unused sick leave credits may accumulate to the total of sixty (60) days (480 hours).~~

~~C. Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty (480) hours) shall, while such bank continues at sixty (60) days, accrue additional sick leave credits commencing with calendar year 1976 at the rate of one-half (1/2) day per month of six (6) days per year. there shall be no limit to the accumulation of days at such rate.~~

~~C. Effective January 1, 2014 current employees will accrue sick leave credits commencing with calendar year 2014 at the rate of one (1) day per month.~~ There shall be no limit to the accumulation of sick leave ~~days~~ at such rate.

~~D.~~ Sick leave may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross biweekly pay.

~~A.~~ ~~E.~~ If any employee is absent from work due to illness or disability prior to the start of his previously scheduled vacation period, and continues ill during his vacation period he may charge the time to his illness allowance at his option.

~~B.~~ ~~F.~~ Any illness or disability occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

~~30.3: Employees will be credited with sick leave earned after they complete their first six (6) months of employment.~~

~~30.4: In order to receive sick leave~~ Sick Leave Notification

~~A.~~ The first seventy-two (72) hours of sick leave used in a calendar shall be considered ESTA leave. All sick leave shall be subject to the following procedure:

- ~~During the ESTA time period, where an employee's need for sick leave is foreseeable (eg doctor's appointments or medical procedure), the employee shall provide at least seven (7) days' notice.~~
- ~~Where the employee's need for leave is unforeseeable~~ the employee must notify his or her supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid sick leave.

30.5: If the City, based on reasonable grounds, determines that an employee ~~has misused his sick leave has not used sick leave for the purposes identified in section 30.1~~, the employee shall lose his pay for the first day of absence commencing with the third period of absence after the City notifies the employee in writing of his misuse of sick leave. Such penalty shall be applied to the employee's first day of absence commencing with such third pay period and each additional period of absence thereafter within twelve (12) months after the City notified the employee in writing of his misuse of sick leave.

~~30.6: The sick leave earned to date shall be posted on the employee's record on January 1, of each year:~~

30.7: Except as provided in Section 30.14, an employee who terminates his employment with the City will forfeit any sick leave that he may have accumulated. ~~unless the employee is re-hired by the City within two (2) months of his or her last day of employment.~~ In the event that he or she is later re-hired ~~after two (2) months, he~~ they shall be considered a new employee for all purposes.

30.8: Sick leave will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

30.9: The amount of sick leave used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. ~~During January of each year, a report will be made to each employee showing his accumulated sick leave.~~

30.10: A certification from a physician of the City's choosing may be required by the Department Head as evidence of illness or disability before compensation for the period of illness or disability is allowed. ~~ESTA leave may require a doctor's note starting on day 4 of the leave.~~ Any question as to eligibility, etc., shall be resolved through the grievance procedure.

30.11: A written authorization from the employee's attending physician is required before an employee may return to work following a prolonged illness or injury absence.

30.12: Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

30.13: Sick leave shall cease to accrue in instances where an employee no longer is being paid directly by the City. For the month in which the employee is last paid by the City his sick leave for that month shall be prorated based on the number of days in that month for which he was directly paid by the City and thirty (30) days.

30.14: ~~Sick Time Payout Restrictions Upon death, normal or deferred, retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours according to the following schedule:~~

~~0 — 480 hours — 0%
481-575 hours — 50% for all hours over 480
576-671 hours — 60% for all hours over 480
672-766 hours — 70% for all hours over 480
767 and over — 80% for all hours over 480~~

~~All employees who, as of January 2, 1985, had 672 hours of accrued sick leave or more, upon death, normal or disability retirement, or deferred retirement with twenty or more years of service, under the City's Retirement System, shall receive an amount equivalent to their accrued sick leave in excess of 480 hours, provided that such employee continues to have a bank of accrued sick leave in excess of 672 hours until death, normal or disability retirement or deferred retirement with twenty years of service; if before such death or retirement, such an employee's accrued sick leave goes below 672 hours, he shall thereafter upon death or retirement be subject to the schedule set forth above.~~

A. Upon disability retirement under the City's Retirement System, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours; such payment shall be based on the employee's hourly rate of pay and paid as of the date of disability retirement.

B. Effective July 1, 2013, upon death, normal or deferred retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to 50% of the unused hours (up to a maximum of 1200 hours) accumulated in his/her illness allowance bank, for a maximum payment of 600 hours (1200 x 50%).

C. Employees hired on or after July 1, 2013 shall not be entitled to receive any payout for unused hours in their illness allowance bank upon death or normal or disability retirement.

31.The City withdraws all other proposals.

32.The Union withdraws all other proposals.

33.The Union will ratify the Agreement first, and will notify the City in writing when the Agreement has been ratified.

Dated: 10/1/2025 _____

THE UNION

THE CITY

Signed by:
Greg Wald
43DDDB1CF406421

DocuSigned by:
Jana Ecker
C37450E78B28481...

Signed by:
Michael Romanowski
8E832E1724C6417

Signed by:
Melissa Fairbairn
F88E3248F6CF4BF

DocuSigned by:
Scott Grewe
F8580CADD3014AA

Signed by:
Christina Cilluffo
1C2A07358F6741B...



Christina Cilluffo <ccilluffo@bhamgov.org>

Ratification

Greg Wald <gwald@bhamgov.org>

Thu, Sep 25, 2025 at 1:31 PM

To: child@milaborcouncil.org, Christina Cilluffo <ccilluffo@bhamgov.org>

Christina- The TA has been ratified.

Sent from my iPhone



MEMORANDUM

Police Department

DATE: September 29, 2025

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Police Department Renovations and Expansion

INTRODUCTION:

The historic municipal building, located at 151 Martin St, was built in 1928 and houses the Police Department and City Hall. Throughout the years, the building has undergone several renovations and additions, the last of which was completed in 1993. The Police Department is an accredited agency through the Michigan Association of Chiefs of Police (MACP) Law Enforcement Accreditation Program. During our initial accreditation and reaccreditation in 2024, the MACP Law Enforcement Accreditation Program prepared a comprehensive evaluation report that covered all aspects of the department. In both reports, the safety and security of the police department was addressed as an ongoing concern.

BACKGROUND:

The Police Department is housed on two of the three levels of City Hall. The last renovation of City Hall occurred in 1993. Since then, there have been no major renovations to City Hall or the Police Department. The City has recently contracted to have interior security doors installed that are nearing completion. Otherwise, only minor changes have taken place, including painting, carpet replacement, some furniture replacement, and COVID-19 social distancing glass partitions. Administrative offices are off the main hallway and are open to the public. The door leading to the officer's report writing room and the communications center is also found on the main level. The main Police Department is located on the ground floor. This area includes the clerical division, services division, lieutenant's office, juvenile detention area, booking room, and adult detention cells. Contained on the lower level of City Hall are the investigative offices, the interview room, the officers' lunchroom, the roll call room, evidence storage, and both the male and female locker rooms. No Police Department staff are located on the second floor of City Hall. There are Police Department safety and security issues and PSAP efficiency issues that must be addressed:

1. Interview Room/Prisoner Release: The adult holding cells are on the ground floor next to the clerical area. When a prisoner is removed from the cell to be interviewed, the

prisoner has to be handcuffed and escorted through the clerical area (civilian employees present), through the police lobby area (public present), through the main city hall lobby (public present), down a flight of stairs into the basement level, where the police interview room is located. When a prisoner is released from custody, the prisoner is released through the Police Department's clerical area (civilian employees present). A new interview room is needed adjacent to the holding cells.

2. **Police Evidence Storage and Garage Space:** The Police Department has limited access to interior storage for equipment, including our radar trailers, camera trailer, Polaris Ranger, and motorcycles, except for a shared City Hall garage. The shared garage does not provide sufficient space for all the Police Department's needs, resulting in equipment being left outside when not in use. This causes increased deterioration due to the weather. Additionally, the Police Department uses a City-wide shared storage location for police files. Due to security requirements for police files, other City staff members must be escorted by the Police Department to access their stored items. Adding the interview room mentioned in (1) above eliminates a space within the Police Department that is currently used to store files and prisoner property. Building a Police Garage within the Department of Public Services (DPS) yard, will create the space the department needs to address the secure storage of our items while freeing up space to create an interview room for safety purposes. This addition will also free up space in the shared storage garage for the rest of City Hall.
3. **Public Safety Answering Point (PSAP):** During the last reconstruction at City Hall and the Police Department in 1993, which included the PSAP center, it did not leave room for growth and/or the addition of a third PSAP console. In 2012, during our PSAP consolidation with Beverly Hills Public Safety, the Birmingham Police Department began providing dispatch services to Beverly Hills, which required the addition of a third console in our PSAP center. The current layout does not allow for efficient operation and/or access from the third console to specific equipment. This equipment includes intercoms to the front desk and City Hall entrance doors, as well as the expanding City camera network. A larger and more efficient PSAP center is needed for dispatch operations.
4. **Sally Port:** Currently, the Police Department does not have such a facility. Officers park patrol cars in the open courtyard, remove their weapons, and place them in a secure area. The officer then removes the prisoner from the vehicle in full public view, escorts the prisoner across the parking lot with the prisoner in handcuffs, and walks up a ramp to the booking room door, where a dispatcher is contacted. The officer is then granted access to the building through an electronic door. This entire area is open to the public. It contains public parking spaces for City Hall and is often used by pedestrians walking between Henrietta and Pierce Streets. An enclosed sally port is needed for the safety and security of all.

To correct these issues, a Request for Proposal (RFP) was created and submitted to the Michigan Inter-Governmental Trade Network (MITN) on July 30, 2025. The RFP was created to solicit proposals from architectural firms for design and construction services. This project includes four separate construction projects (Police Garage, Interview Room, Sally Port, PSAP Expansion). These four projects will be spread across multiple fiscal years for the City of Birmingham. The first phase, starting in 2025, will include the design for renovations/expansions, as well as the construction services of the Police Garage and Interview Room. Phase two of the project is expected to begin in the summer of 2026 and includes the Sally Port and PSAP expansion.

A mandatory pre-bid meeting was held on August 13, 2025, which was attended by twenty-nine (29) people representing twenty-five (25) different firms. The deadline for submissions was September 10, 2025, and four bids were received (See Fiscal Impact).

MCD Architects was the low bidder and the architect for the recent construction at the Baldwin Public Library, which was completed in 2024. Library Director Rebekah Craft was contacted and advised that MCD was pleasant to work with and consistently responded to questions and concerns in a prompt manner. She was overall satisfied with their work and stated she would work with them again. The Building Department was also contacted regarding the project at the Library. They advised that they had no concerns moving forward with MCD based on their experience working with them.

The Police Department also contacted the Director of the Farmington Public Safety Department regarding MCD's work on their facility. The Director advised that Steven Schneemann, Principal Architect for MCD, is a current council member for Farmington and has designed a few small projects for their facilities. They advised that their experience with Mr. Schneemann has always been professional, both as a council person and in the completion of their projects.

MCD included a partnership with MA Engineering in their proposal for the completion of our projects. MA Engineering was a recent consultant for the architects who designed the City Hall interior security doors. As a result, MA Engineering has knowledge and experience with our building. The City's Building Department was contacted and advised that MA's work was performed satisfactorily and no concerns or issues were reported.

On Monday, September 29, 2025, the Police Department held a meeting with MCD Architects and our Building Department to review the proposal. After a discussion of the project and timelines, all parties agreed the proposal by MCD met the terms of the RFP, and Steven Schneemann, Principal Architect, advised that they would be able to complete the project as requested.

LEGAL REVIEW:

The City Attorney reviewed and approved the attached RFP and Agreement before being submitted to MITN for bids.

FISCAL IMPACT:

The deadline for bids was September 10, 2025. Four bids were received, and no firms attended the public bid opening.

1. <u>MCD Architects</u>	
a. Storage/Evidence Garage	\$36,000.00
b. Interview Room	\$ 8,000.00
c. PSAP	\$ 8,000.00
d. Sally Port	\$28,000.00
	<u>Total Bid Amount - \$80,000.00</u>
2. <u>Tandem Engineering Group –</u>	
a. Storage/Evidence Garage	\$55,500.00
b. Interview Room	\$23,250.00
c. PSAP	\$23,500.00
d. Sally Port	\$48,500.00

Total Bid Amount - \$150,750.00

3. Partners in Architecture, PLC

a. Storage/Evidence Garage	\$79,600.00
b. Interview Room	\$ 9,800.00
c. PSAP	\$24,600.00
d. Sally Port	\$45,600.00

Total Bid Amount - \$159,600.00

4. Tlrs Architecture

a. Storage/Evidence Garage	\$97,750.00
b. Interview Room	\$24,160.00
c. PSAP	\$25,000.00
d. Sally Port	\$113,890.00

Total Bid Amount - \$260,800.00

In the Police Department's 2025/2026 Capital Improvement budget, funds were budgeted for the complete design and construction of the Storage/Evidence Garage and the Interview Room. After the design of these construction projects the Police Department will go back out with an Invitation to Bid for the actual construction. Additionally, in the current fiscal year, funds were budgeted to start the design phase of the Sally Port.

2025/2026 FY Budgeted Amounts

Garage:	\$250,000.00	403.0-901.301-977.0000
Interview Room:	\$50,000.00	101.0-301.000-971.0100
Sally Port:	\$100,000.00	403.0-901.301-977.0000

In the 2026/2027 forecasted budget, additional estimated project costs were projected for the Sally Port construction (\$400,000) and the PSAP expansion (\$200,000).

SUSTAINABILITY:

During the design phase with the selected firm, sustainability features will be discussed.

DESIGN CONSIDERATIONS:

It is intended that the design of the Storage/Evidence Garage will be deigned to match the current buildings within the Department of Public Services yard. The Sally Port design will be brought to the appropriate City boards for approval.

PUBLIC COMMUNICATIONS:

At the City's Long Range Planning meeting held on January 25 2025, the Police Department reviewed the security concerns noted during the accreditation process and discussed future projects to address the security deficiencies. Also, at the April 6, 2025, budget hearing these items were included in the budget documents presented and there was discussion regarding these construction projects.

SUMMARY:

Several safety and security needs were noted during the Police Department's MACP accreditation program. To comply with the assessor's recommendations and maintain accreditation in future

years, the department must demonstrate that action has been taken to address the deficiencies noted in the previous accreditation assessment. An RFP was completed to hire an architectural firm to design the four projects needed to address our safety and security needs and the efficient operation of our PSAP. Four firms submitted a proposal, and MCD Architects was the low bidder.

MCD Architects' proposal included a partnership with MA Engineering; both firms have recently conducted work for the City, and reference checks regarding these projects were positive. Based on their previous work on City buildings, which includes positive reference checks, the Police Department recommends approving the agreement with MCD Architects to complete these projects.

ATTACHMENTS:

1. Request for Proposal - Police Department Renovations/Expansions
2. Mandatory Pre-Bid Meeting Attendance List
3. MCD Architects Proposal

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with MCD Architects for the design of Police Department Renovations and Expansion in an amount not to exceed \$80,000.00 and to authorize the Mayor and City Clerk to sign the agreement on behalf of the City, to be funded from the following accounts: \$72,000 from account 403.0-901.301-977.0000 and \$8,000 from account 101.0-301.000-971.0100.



REQUEST FOR PROPOSAL (POLICE DEPARTMENT RENOVATIONS/EXPANSIONS)

Sealed proposals endorsed “**POLICE DEPARTMENT RENOVATIONS/EXPANSIONS**”, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until Wednesday, September 10, 2025 at 2:00 p.m. at which time bids will be publicly opened and read.

Contractors will be required to attend a mandatory pre-bid meeting on Wednesday, August 13th, 2025 at 2:00 p.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI, – City Commission Room 2nd floor. Contractors must register for the pre-bid meeting by Monday, August 11, 2025 at 2:00 p.m. by contacting Chief Scott Grewe at (248) 530-1867 or by email at sgrewe@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to furnish all labor, equipment, material and supervision necessary for the **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** designs for construction services of four parts of the Police Department project. This work must be performed as specified in accordance with the specifications contained in the Request for Proposal (RFP).

The RFP, including the Specifications, may be exclusively obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info>.

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

Submitted to MITN:	Wednesday, July 30, 2025
Pre-bid RSVP deadline:	Monday, August 11, 2025 at 2:00 p.m.
Mandatory Pre-Bid Meeting:	Wednesday, August 13, 2025 at 2:00 p.m., 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Wednesday, September 10, 2025 at 2:00 p.m.
Contact Person:	Chief Scott Grewe 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1867 Email: sgrewe@bhamgov.org



REQUEST FOR PROPOSAL (POLICE DEPARTMENT RENOVATIONS/EXPANSIONS)

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INTRODUCTION

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

The City is accepting sealed bid proposals from qualified professional firms to submit a proposal for **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** designs for renovations/expansions and construction services of this project. This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this RFP.

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

It is anticipated the selection of a firm will be completed by October 6, 2025. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the agreement by the City.

REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS**.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a pre-bid meeting to conduct an on-site visit of the Birmingham City Hall and Police Department to make inquiries about the RFP. This meeting will be held on Wednesday, August 13, 2025 at 2:00 p.m. 151 Martin Street, Birmingham, MI in the City Commission Room on the 2nd floor (Room 205).

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Wednesday, September 10, 2025 at 2:00 p.m. to:

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

One (1) original and one (1) copy of the bid proposal shall be submitted. The bid proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“POLICE DEPARTMENT RENOVATIONS/EXPANSIONS”**. Any bid proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements of this Request For Proposal.

INSTRUCTIONS TO CONTRACTORS

1. Any and all attached forms contained herein requesting information from the Contractor must be completed (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Chief Scott Grewe, (248) 530-1867, sgrewe@bhamgov.org, 151 Martin Street, Birmingham, MI 48009. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All bid proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to Contractors and general information sections. All bid proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Contractor.
4. The contract will be awarded by the City of Birmingham, at our sole discretion, to the most responsive and responsible Contractor with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. **Each Contractor shall include in his or her proposal, in the format requested, the cost of performing the work per project and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each Contractor shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

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

1. Ability to provide services as outlined.
2. Contractor background and personnel qualifications.
3. Related experience with similar projects.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems to be in the best interest of the City.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein, or in the case the City elects not to proceed to the next phase of the RFP. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.

CONTRACTOR'S RESPONSIBILITIES

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

1. Completed and signed forms requested for completion within this RFP, including:
 - a. Agreement (Attachment A)
 - b. Bidder's Agreement (Attachment B)
 - c. Cost Proposal (Attachment C)
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D)

2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. A project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.
4. A description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. A list of sub-contractors and their qualifications, if applicable. **For proposed buildout options or exterior alterations, the Contractor must use a qualified Contractor in strict accordance with the Secretary of Interior Standards (36 CFR, Part 61) for the Treatment of Historic Properties.**
6. Three (3) client references from past projects, including current phone numbers. At least two (2) of the client references should be for similar projects.
7. The Contractor shall be responsible for the disposal of all material and any damages which occur as a result of any actions by employees or sub-contractors of the Contractor during this project.
8. The Contractor shall be responsible for any changes necessary for the plans to be approved by the City of Birmingham.
9. The Contractor with the successful bid shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful Contractor agrees to certain dispute resolution processes/limitations in accordance with paragraph 19 of the Agreement attached as Attachment A.

INSURANCE

The successful Contractor is required to procure and maintain certain types of insurances in accordance with paragraph 11 of the Agreement attached as Attachment A.

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties.

INDEMNIFICATION

The successful Contractor shall indemnify the City and various associated persons in accordance with paragraph 10 of the Agreement attached as Attachment A.

CONFLICT OF INTEREST

The successful Contractor is subject to conflict of interest requirements/restrictions in accordance to paragraph 17 of the Agreement attached as Attachment A.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

Submitted to MITN: Wednesday, July 30, 2025

Pre-bid RSVP deadline: Wednesday, August 11, 2025 at 2:00 p.m.

Mandatory Pre-Bid Meeting:	Wednesday, August 13, 2025 at 2:00 p.m. 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Deadline for Submissions:	Wednesday, September 10, 2025 at 2:00 p.m. – Bids publicly opened 151 Martin Street, Birmingham, MI 48009 – City Commission Room 2 nd floor.
Award of Bid:	Estimated award by October 6, 2025.
Project Kickoff:	Work expected to begin October 7, 2025.
Phase 1 Conceptual Design Due:	Wednesday, November 5, 2025 – Phase 1 report submitted to the City.
Phase 2 Conceptual Design Due:	Phase 2 timeline will be determined by the City at a later date and reviewed with the selected Contractor.

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

BACKGROUND

The historic municipal building, located at 151 Martin St, was built in 1928 and houses the Police Department and City Hall. Throughout the years, there have been some renovations and additions to the building, the last completed in 1993. In June of 2021, the Police Department successfully completed the Michigan Association of Chiefs of Police (MACP) Law Enforcement Accreditation Program. As part of the program, the Police Department had to pass a final on-site assessment. The MACP Law Enforcement Accreditation Program wrote a comprehensive evaluation report that covered all aspects of the department. The Police Department met or exceeded standards in every category but one, the safety and security of the Police Department building itself.

The Police Department is housed on three of the four levels of City Hall. The last renovation of the Police Department occurred in 1993. Since then, there have been no major renovations to the Police Department. The Police Department lacks sufficient storage for equipment and records. Some current storage locations have been identified as available space to expand work areas and install of an interview room to address safety and security needs. These developments increases the need for off-site secure storage.

Additionally, the Police Department has no secure area for the transportation of prisoners between police cars and our booking facilities. These safety concerns are

further exacerbated by the unsecured nature of the police parking area. This area is used by City Hall staff, members of the public visiting City Hall, and routinely by pedestrians traversing our downtown area. These regular uses further the safety concerns of not only our officers and prisoners during transports but also civilians that can come into contact with these transports due to the current facility design.

Police Department issues that must be addressed:

1. Sally Port: Currently, the Police Department has no such facility. Officers park patrol cars in the open courtyard, remove their weapons and place them in a secure area of the vehicle. The officer then removes the defendant from the vehicle in full public view, escorts the defendant across the parking lot with the defendant in handcuffs, and walks up a ramp to the booking room door, where a dispatcher is contacted via buzzer to unlock the door. This is all open to the public.
2. Interview Room/Prisoner Release: The adult holding cells are on the ground floor next to the clerical area. When a defendant is removed from the cell to be interviewed, the defendant has to be handcuffed and escorted through the clerical area (civilian employees present), through the police lobby area (public present), through the main City Hall lobby (public present), down a flight of stairs into the basement level where the police interview room is located. When a prisoner is released from custody, the prisoner is released through the Police Department clerical area (civilian employees present).
3. Public Safety Answering Point (PSAP): Our current PSAP center is undersized for our current operations making work conditions difficult for the operation. When originally designed, the PSAP center housed two dispatchers. Now the PSAP center regularly houses three dispatchers and more computer equipment and monitors than the area was designed to accommodate. Additionally, a City wide camera program requires multiple monitors for our dispatch staff to monitor, which the center was never designed to handle.
4. Garage Storage: The Police Department has no access to interior storage for equipment such as our radar trailers, camera trailer, Polaris Ranger, and Motorcycles, except for a shared City Hall garage. This shared garage does not provide the space for all the Police Department's needs, resulting in equipment left outside when not in use. This causes increased deterioration due to the elements. Additionally, the Police Department uses a City wide shared storage location for police files. As a result of security requirements for the police files, other City staff members must be escorted by the Police Department to access their storage items. Building a Police Garage will create the space the department needs to address the secure storage of our items while freeing up space in the shared storage areas for the rest of City Hall.

The City is committed to addressing the safety and security of the existing building through this process to ensure the safe continued use of the historic municipal building.

SCOPE OF WORK

The City is currently soliciting bids for a Contractor to perform the following services in accordance with the requirements as defined and noted herein:

This project includes four separate construction projects (Police Garage, Interview Room, Sally Port, PSAP Expansion). These four projects will be spread across multiple fiscal years for the City of Birmingham. The first phase, starting in 2025, will include the design for renovations/expansions, as well as the construction services of the Police Garage and Interview Room. Phase two of the project is expected to begin in the summer of 2026 and includes the Sally Port and Dispatch expansion.

Contractors shall prepare separate bids for all four projects, including a final total. Bids shall include all phases of the project from conceptual design through construction services.

Phase 1 – Police Garage / Interview Room

The Contractor should generate recommendations of potential actions for the Police Department, including, but not limited to:

1. Develop state-of-the-art solutions and conceptual design plans to address the identified needs and deficiencies. Bids shall include all phases of the project (conceptual design, plan preparation, construction services):
 - a. Police Garage to be built on our DPS grounds
 - i. Bathroom
 - ii. Include two garage doors with one at least 11' tall
 - iii. Secure evidence storage within the garage (2nd story)
 - iv. Building security with alarms and cameras
 - v. Mechanical systems – HVAC, plumbing, and electrical systems
 - vi. Fire protection
 - b. Interview Room
 - i. Construct an interview room in the police clerical area
 - ii. Open direct access to the booking room
 - iii. Additional access door to the Clerical area
 - iv. Audio and Video surveillance.
 - v. Mechanical systems – HVAC, and electrical systems
 - vi. Fire protection
2. Conceptual plans shall include conceptual renderings, a site plan, and basic conceptual floor plans.
3. Prepare project cost estimates, including comparative financial analysis of

- costs, including but not limited to operations and maintenance and ancillary costs.
4. Furnish a final report documenting the methodology used for a review of all options considered and a final recommended conceptual plan for the required improvements.
 5. Present the report and recommended options to the City Commission and any other boards as needed for approval.

Phase 2 – Sally Port / PSAP Expansion

The Contractor should generate recommendations of potential actions for the Police Department, including, but not limited to:

1. Develop state-of-the-art solutions and conceptual design plans to address the identified needs and deficiencies. Bids shall include all phases of the project (conceptual design, plan preparation, construction services):
 - a. Sally Port
 - i. To be built next to the existing Booking Room
 - ii. Designed to complement an existing historic building
 - iii. Secure access from Sally Port to the current Booking door
 - iv. Building security with alarms and cameras
 - v. Mechanical systems – HVAC, plumbing and, electrical systems
 - vi. Fire protection
 - b. PSAP Expansion
 - i. Eliminate the wall between PSAP and IT closet
 - ii. Expand PSAP into the newly opened space
 - iii. Reconfigure design and layout for optimal performance
 - iv. Mechanical systems – HVAC, and electrical systems
 - v. Fire protection
2. Conceptual plans shall include conceptual renderings, a site plan, and basic conceptual floor plans.
3. Prepare project cost estimates, including comparative financial analysis of costs, including but not limited to operations and maintenance and ancillary costs.
4. Furnish a final report documenting the methodology used for a review of all options considered and a final recommended conceptual plan for the required improvements.
5. Present the report and recommended options to the City Commission and any other boards as needed for approval.

Attachment A

AGREEMENT OF (POLICE DEPARTMENT RENOVATIONS/EXPANSIONS)

THIS AGREEMENT is entered into on the date signed by the Mayor, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____, whose address is _____, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires a contractor to furnish all labor, equipment, material and supervision necessary for the **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** designs construction services of this project.; and

WHEREAS, the City in connection therein has requested formal proposals and issued an Request for Proposal; and

WHEREAS, Contractor has provided a response and cost proposal to perform the **POLICE DEPARTMENT/EXPANSIONS** and qualifications that meet the project requirements.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** posted July 30, 2025, and the Contractor's response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A" and "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of three years from the date stated above or until competed to the satisfaction of the City. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, the Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability 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.

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

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for 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 Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012

Attn: Chief Scott Grewe

Contractor:

Attn: _____

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

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

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

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

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

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated July 30th, 2025 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

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

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

Contractor

By: _____
Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana Ecker, City Manager
(Approved as to substance)

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	\$
Phase 2	\$
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

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

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

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

Pre Bid Meeting-Police Department Renovation and Expansion Project 8/13/2025			
Name	Organization	Email	Phone #
Matt Berge	AEW, Inc.	mberge@aewinc.com	586-703-3560
Bruce Smith	AEW, Inc.	bjsmith@aewinc.com	586-703-3560
Khalil Assad	Air King LLC	kahlilassad@theairking.com	313-271-8400
Chris Aller	AKA Architects	C.aller@aka-architects.net	248-814-9160
Andrew Danaher	Albert Kahn Associates	andrew.danaher@akhan.com	248-227-5860
Mickey Mortimer	Altech Doors	mickey.altechdoors@gmail.com	734-525-0875
Dakota Carie	Brenca Contractors	dcarie@brenca.net	586-758-6000
Bryan Rosbury	Brivar Construction Co	Bryan@brivar.com	248-446-8000
Rick Strank	Brivar Construction Co	rick@brivar.com	810-360-7826
Ebony Reid	Clark Construction Company	Cthelen@clarkcc.com	248-880-0027
Eric Risch	Deangelis Diamond Construction	eric.risch@deangelisdiamond.com	313-428-1993
Rozan Ghurab	Decima	rozan.ghurab@decimaa.com	313-
Bart Reed	DiClemente Siegel Design	bart@dsdonline.com	248-915-9819
David Murphy	Fika Architects	david@byfika.com	248-946-1622
Matthew DeSchutter	Frank Rewold and Sons	mdeschutter@frankrewold.com	248-310-0825
Jonathan Pearn	Hobbs + Black Architects	jpearn@hobbs-black.com	248-939-3018
Adam Pew	Hobbs + Black Architects	apew@hobbs-black.com	734-250-4101
James Jenkins III	Jenkins Design Build	jj@jdbdetroit.com	313-595-2164
Chiebuka Onwuzurike	Keo and Associates	chiebukao@keoassoc.com	248-974-0973
Dianne Schurg	MCD Architects	ds@mcdarchitects.com	248-808-7525
David Gassen	Partners in Architecture	dgassen@partnersinarch.com	248-568-9884
Randy Stebner	Progressive Companies	rstebner@weareprogressive.com	503-857-7041
Damon Dickerson	Progressive Companies	ddickerson@weareprogressive.com	
Gabe Csomos	Quality Roofing, Inc	sales@qualityroofinginc.com	734-724-9971

Daniel Redstone	Redstone Architects	dredstone@restonearchitects.com	248-320-3355
Stuart Pettitt	Straub Pettitt Mann	spettitt@straubpettittmann.com	248-658-7777
Jaafar El Annan	Tandem Engineering Group	jelannan@tandemeng.com	248-635-6694
Doreen Olko	Telluris Architecture	doreen@tlrs.co	248-408-8001
Max Przebienda	Unlited Construction	estimate@unltdconst.com	734-882-7152



Architectural Consulting Services for the

POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

MCD Architects

Excellence in Design for over 90 Years

CONTENT



03 Cover Letter



04 Company Profile



06 Project Team



12 Comparable Projects



16 References



17 Timeline



18 Attachment A, B, C, & D



29 Pricing Sheet



September 10, 2025

Chief Scott Grewe
City of Birmingham
151 Martin Street
Birmingham, MI 48009

33610 Grand River Avenue
Farmington, Michigan 48335
www.mcdarchitects.com
248-374-0001

Dear Chief Grewe and Selection Committee,

On behalf of MCD Architects, we are pleased to submit our proposal for the Birmingham Police Department Renovations/Expansions. With over fifty years of experience designing secure, functional, and community-centered municipal facilities, our team brings both the technical expertise and the proven approach required to help Birmingham achieve its project goals.

We recently partnered with the City of Birmingham on the Baldwin Public Library renovation, a project that reinforced the library's role as a central gathering place in the heart of downtown. The library, like the Police Station, is a historic facility that required us to deftly synthesize architectural styles from multiple eras while modernizing for today's needs. During that project, we also recommended the use of a construction manager—the first time the City engaged one—which contributed to a smooth and successful delivery. That experience gave us direct insight into Birmingham's processes, priorities, and commitment to exceptional civic spaces, and we would be honored to continue that partnership on this critical public safety project.

We understand the City's priorities: enhancing officer and public safety, respecting the historic municipal building, and creating flexible, long-lasting solutions that serve the department well into the future. Our firm has guided municipalities through projects very similar to this one—from conceptual planning to construction—always with a focus on collaboration, clarity, and delivering results that align with the client's vision and budget.

Specifically for Birmingham, we will:

- **Design with safety at the forefront** by creating a secure Sally Port and interview room that remove risks to officers, detainees, and the public.
- **Optimize critical functions** through a right-sized PSAP expansion and state-of-the-art garage facilities to properly store and protect essential equipment.
- **Honor the historic context** of City Hall while modernizing spaces for today's needs.
- **Provide transparent communication** through detailed cost estimates, conceptual renderings, and regular presentations to City staff and Commission.

MCD Architects has built its reputation on being a reliable partner and trusted advisor. We are committed to walking with the City of Birmingham through every phase of this project—helping you navigate the complexities of design and construction so you can focus on what matters most: serving the community.

We are excited about the opportunity to contribute our expertise to this important project and to support the City's ongoing commitment to safety, security, and excellence in public service. Thank you for considering MCD Architects as your partner.

Sincerely,

Steven G. Schneemann,
Principal Architect
MCD Architects



MCD Architects

MCD Architects has been serving Michigan communities since 1930. For more than 90 years, our work has focused on one thing: helping local governments and institutions create facilities that are safe, functional, and built to last. From modest renovations to major projects, we have guided municipalities through projects of every scale—always with a commitment to clarity, responsiveness, and results.

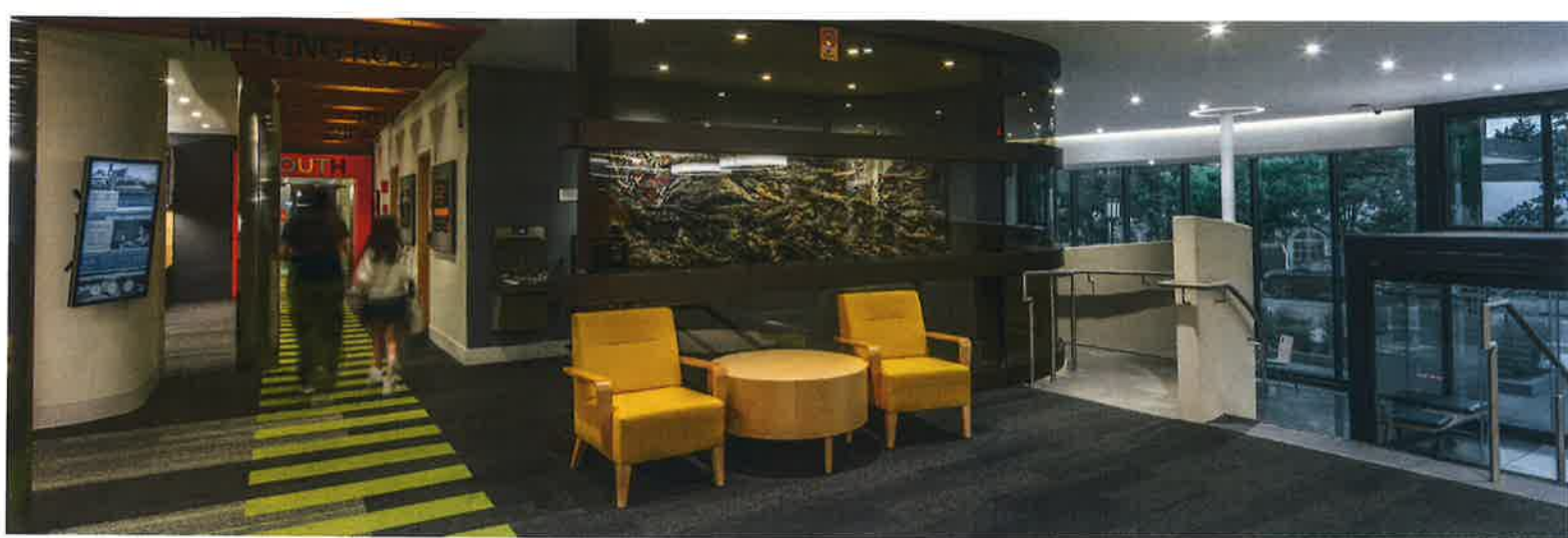
We understand what the City of Birmingham needs in a partner for this Police Department Renovations/Expansions project: a team that can move efficiently from concept to construction, tailor solutions to budget and schedule, and respect the historic context of City Hall while modernizing critical operations. That is exactly how our practice is built.

MCD has provided ongoing architectural services for libraries, schools, churches, and municipal clients across Michigan, including as-needed support for the Detroit Public Library's system of over 20 facilities. Our experience working with public safety agencies and municipal governments gives us the practical knowledge to anticipate challenges, navigate approvals, and keep projects moving smoothly through public processes.

What sets us apart:

- **Responsive service.** A dedicated point of contact leads a consistent team, providing clear communication and quick turnaround.
- **Right-sized solutions.** We scale our work to the need—whether a focused interior renovation or a multi-phase capital project.
- **Disciplined delivery.** We align scope and budget early, maintain QA/QC throughout design, and provide steady oversight during construction.
- **Full-cycle support.** From initial discovery and conceptual design through construction administration and closeout, we stand by our clients every step of the way.

Our structure, staff continuity, and proven process make MCD Architects a reliable partner for Birmingham's Police Department. We are practical, responsive, and committed to delivering spaces that strengthen operations, enhance safety, and serve the community for generations to come.



Qualifications

MCD Architects brings expertise and a proven track record in designing and delivering secure, functional, and community-centered municipal facilities. Our experience and approach make us a strong partner for the City of Birmingham as you move forward with the Police Department Renovations and Expansions.

- **Extensive Municipal and Community Space Experience:** For more than 90 years, MCD has guided Michigan communities through the design of city halls, libraries, public works facilities, and other civic spaces. We understand the unique demands of public safety environments and how to create solutions that are safe, efficient, and built to last.
- **Designing for Safety and Operations:** We specialize in spaces that prioritize public safety while improving day-to-day operations. We focus on practical solutions that improve workflow, enhance security, and align with the long-term needs of the department and community.
- **Proven Partnership with the City of Birmingham:** Our recent work on the Baldwin Public Library renovation demonstrated our ability to collaborate closely with City leadership, staff, and the public. That successful partnership gives us direct experience navigating Birmingham's expectations, processes, and community priorities—and positions us to deliver another high-quality project for the Police Department.
- **Holistic Planning and Problem-Solving:** Every MCD project begins with careful planning. We ensure additions and renovations integrate seamlessly with existing facilities and that every design decision supports future flexibility, efficiency, and growth. We will work closely with City leadership to align project scope with budget realities and operational goals.
- **Comprehensive Project Leadership:** From concept through construction, MCD remains actively engaged as both a guide and an advocate for our clients. Our team provides clear, detailed construction documents, supports competitive bidding, and delivers hands-on construction administration—ensuring the City of Birmingham receives a smooth, high-quality result.





Staff Experience

MCD Architects brings together a dedicated team of architects, designers, and project managers with decades of experience guiding municipal projects across Michigan on successful, community-focused design. For this project, we are proud to partner with MA, whose specialized expertise in municipal work complements our own and strengthens our ability to deliver a complete, well-coordinated solution.

Together, our firms offer the City of Birmingham a seasoned team that understands the unique requirements of public safety facilities, the importance of historic context, and the need for efficient, practical solutions. Each member of our team is committed to responsive communication, disciplined project delivery, and ensuring that every phase of this renovation and expansion supports the City's goals for safety, security, and operational excellence.





Steven G. Schneemann, RA, LEED

Principal Architect | MCD Architects

ss@mcdarchitects.com

Steven Schneemann is the Principal Architect of MCD Architects and a seasoned leader in public-sector architecture, known for blending design excellence with civic insight. Over his 30+ year career, Steven has worked on hundreds of projects across dozens of states and four continents—spanning library, municipal, educational, institutional, and commercial facilities. At MCD, he leads the firm's most complex civic, educational, and community-centered projects, offering a steady hand from master planning through construction administration.

What sets Steven apart is his deep understanding of the public decision-making process. As a former Mayor and long-serving City Council member, Steven understands firsthand how communities plan, fund, and implement capital improvement projects. This perspective helps him support clients with not just architectural expertise but political and strategic foresight—making him a trusted advisor and guide throughout every project phase.

In addition to his architectural work, Steven is a licensed builder and real estate developer, with more than \$12 million in completed projects. He taught design studios and professional practice at Lawrence Technological University for over 16 years, mentoring future architects while staying rooted in both academic theory and practical execution.

Registration

State of Michigan, California,
Florida, New York

NCARB Certified

Education

Master of Architecture
**University of California at
Berkeley**

Bachelor of Science in
Architecture
**Lawrence Technological
University**

Engineering
Calvin College





ds@mcdarchitects.com

Affiliates

American Society of Interior Designers (ASID)

Education

Bachelor of Science in Interior Architecture

[Lawrence Technological University](#)

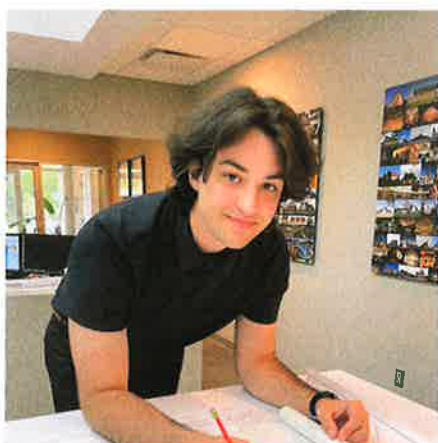
Dianne Schurg, Allied ASID

Architectural and Interior Designer | MCD Architects

Dianne Schurg is MCD Architects' lead interior designer and a recognized expert in public design. With experience in both private and public-sector projects, Dianne brings a thoughtful and strategic approach to interior environments, specializing in space planning, finish selection, ADA compliance, and FF&E coordination. Her work consistently blends function, beauty, and community input to create spaces that inspire learning, discovery, and connection.

Dianne has led interior planning and design for some of MCD's most prominent library projects, including multi-phase renovations, themed children's spaces, and teen zones designed for flexibility and future growth. She works closely with clients to understand how their spaces are used—by patrons and staff—and designs layouts and furniture solutions that enhance both efficiency and experience. Her creative thinking and meticulous attention to detail have helped transform traditional spaces into vibrant civic hubs that support programming, collaboration, and community pride.

Dianne's clear communication style and collaborative process have earned her the trust of clients and project teams alike. She has led design efforts on both large-scale renovations and new construction projects, ensuring continuity from conceptual planning through construction and installation. She is involved in every phase—from early needs assessment through finish selection and furniture installation—ensuring continuity, quality, and alignment with each client's goals and identity.



ga@mcdarchitects.com

Affiliates

NCARB Certified

Education

Master of Architecture

[Lawrence Technological University](#)

Bachelor of Interior Architecture

[Lawrence Technological University](#)

Griffin Angeliu, NCARB

Architectural Designer | MCD Architects

Griffin Angeliu is a versatile architectural designer with a focus on community-serving spaces that blend functionality, flexibility, and long-term value. He brings a clear, solution-oriented mindset to every project—leading clients through complex design processes with professionalism and creativity.

Griffin's project portfolio includes libraries, worship facilities, educational institutions, and municipal buildings throughout Southeast Michigan. His ability to understand a client's goals and translate them into well-organized, well-detailed designs has made him a trusted lead on both renovations and ground-up construction. He is adept at balancing competing needs—function, aesthetics, budget, and timeline—while ensuring a high-quality outcome that reflects the values and vision of the community.

With a dual background in architecture and interior architecture, Griffin is a strong collaborator across disciplines. He is skilled in design development, code compliance, technical documentation, and construction coordination, and his thoughtful communication style helps keep teams aligned and informed at every step.



MAENGINEERING

MECHANICAL ELECTRICAL

180 High Oak Road

Bloomfield Hills, MI 48304

P 248-258-1610 F 248-258-9538



OUR SERVICES

Feasibility Studies & Master Planning
Sustainable Design & Evaluation
Construction Cost Estimates
Conceptual Systems Design
Construction Documents
Value Engineering
Construction Administration Services
Systems Energy Analysis



MA Engineering has provided mechanical and electrical engineering services for a diversity of clients and projects for over 30 years. Our commitment to quality services coupled with experience and accountability is the foundation of our organization.

In 2016, **MAE** acquired the MEP consulting firm EAM Engineers, Inc. The union of MAE and EAM expands our knowledge base and enhances the firm's ability to deliver projects to our clients. Together, the MAE/EAM team offers a combined 70 years of experience.

We have a current staff of 30 highly skilled engineers, designers and support staff. Under the MAE/EAM team leadership, we continue to provide quality consulting and engineering services, emphasizing customer service, excellence in engineering and value to our clients.

VALUE PLANNING

Our familiarity with the costs associated with MEP systems is critical to developing and maintaining project costs within the Owner's budget. We do this through initially understanding and evaluating the project scope to identify possible cost issues and potential alternatives early in the design sequence. Our process is pro-active and more of a Value Planning Process that is consistent throughout the project, with the goal of minimizing the late phase practice of "value" engineering.

We include long-term operating and maintenance considerations in design and system evaluation. As a part of that process, we place a great deal of emphasis on achieving realistic and cost-effective sustainable design. Regardless of the project's sustainable goals, we design all of our facilities to be environmentally sensitive, integrate harmoniously with the features of their site, consume less energy, accentuate natural daylight, and contain materials that are ecological, recyclable or are derived from sustainable sources.

SYSTEM ANALYSIS

MA Engineering utilizes multiple computer programs for building energy analysis, lighting design, plumbing design, HVAC design, short circuit analysis, etc. Members of our staff were part of the USGBC LEED energy credit application review team, so we are intimately familiar with ASHRAE 90.1 requirements and Appendix G methodology.





Salim has over 40 years of professional experience in the fields of design, engineering and construction administration for medical, residential, commercial, educational, industrial, institutional and municipal types of projects. Salim specializes in the design of heating, ventilation, air conditioning, plumbing, process piping, fire protection, energy management and controls systems.

He has worked both new construction and renovation projects in the private and public market sectors. Salim is familiar with building delivery methods, construction/design sequencing and the coordination requirements of complex buildings.

EDUCATION
Bachelor of Science
in Mechanical Engineering
Lawrence Technological University

Master of Science
in Mechanical Engineering
Wayne State University

REGISTRATION
Engineer: Michigan

AFFILIATIONS
American Society of Heating,
Refrigeration, and Air
Conditioning Engineers

Detroit Fire Department
Training Center
Detroit, Michigan

Fire Station
Detroit, Michigan

Eastpointe Police Station
Eastpointe Fire Station
Addition and Renovation
Eastpointe Community Center
Eastpointe City Hall
Eastpointe, Michigan

Milford Fire Station No. 1
Addition and Renovation
Milford, Michigan

Keego Harbor City Hall
Keego Harbor, Michigan

Livonia Fire Station No. 5
Livonia Fire Station No. 6
Livonia, Michigan

Trenton City Hall Renovation
Trenton, Michigan

City of Wyandotte Police
Station Renovation
City of Wyandotte 27th District
Court
Wyandotte Police/Court
Headquarters
Wyandotte Fire Station
Wyandotte City DPS Facility
Wyandotte, Michigan

Woodhaven 33rd District Court
Woodhaven, Michigan

Franklin/ Bingham Farms Fire
Station
Franklin, Michigan

Macomb County District Court
New Baltimore, Michigan
Deerfield Village Fire Depart.
Deerfield, Michigan

Rochester Hills DPW
Rochester Hills, Michigan

Gibraltar City Hall and
Police/Fire Station
Gibraltar, Michigan

Brownstown Township
Recreation Center
Brownstown City Hall
Brownstown, Michigan

Hamtramck DPW Building
Hamtramck, Michigan

Superior Township Addition
and Renovation
Superior Township, Michigan

Clawson 911 Dispatch Area
Study
Clawson, Michigan

Macomb Township City Hall
Macomb Twp., Michigan

Royal Oak Waste Disposal
Building
Royal Oak, Michigan

Grosse Ile Township Offices
Grosse Ile, Michigan

Brighton Fire Station #33
Brighton Fire Station #34
Brighton, Michigan

Fire Station No. 1
Fire Station No. 2
Highland Township, Michigan



Will has over 25 years in the design of lighting, power and miscellaneous electrical systems.

Will is responsible for all phases of Power, Lighting and Life safety Designs. His duties include specifications; coordination and field follow up of all electrical systems. He has done numerous complex renovation and upgrades for electrical system projects. He is experienced in religious buildings, municipal, office, healthcare, industrial and commercial projects.

Will conducts on site verification to document existing conditions in areas of work, including power and lighting systems and incorporating existing condition field notes on drawings to incorporate into the design.

EDUCATION

Bachelor of Science in
Electrical Engineering
Lawrence Technological University

Commerce Charter Township
Fire Station No. 3
Commerce Twp., Michigan

Grosse Pointe Park DPW
Municipal Garage
Grosse Pointe Park, Michigan

Brighton Fire Station No. 34
Addition/Renovation
Brighton, Michigan

Deerfield Village Fire Department
Deerfield, Michigan

Detroit Fire Department Training
Center Renovation
Detroit, Michigan

Livonia Fire Station No. 5
Livonia, Michigan

Livonia Fire Station No. 6
Livonia, Michigan

Fire Station No. 1
Highland Twp., Michigan

Fire Station No. 2
Highland Twp., Michigan

Eastpointe Fire Station
Eastpointe, Michigan

Charter Township of Orion
Fire Station No. 1 Renovation
Lake Orion, Michigan

Wyandotte DPS Facility
Wyandotte, Michigan

Wyandotte Fire Station
Wyandotte, Michigan

34th District Court
Romulus, Michigan

Hamtramck DPW Building
Hamtramck, Michigan

Macomb County District
Court
New Baltimore, Michigan



Project Experience

For more than 90 years, MCD Architects has specialized in designing civic facilities that strengthen Michigan communities—from city halls, libraries, and public safety facilities to parks, event centers, and historic landmarks. Our projects are practical, adaptable, and built for long-term community value.

Most recently, we have partnered with municipalities including **Farmington**, where we delivered new park restrooms, improved City Hall functionality, developed a phased master plan for the Governor Warner Mansion, and designed the ADA-accessible Shiawassee Boardwalk with \$2 million in grant coordination. In **Redford**, we designed a flexible community event venue that supports a wide range of civic uses. Most recently, we worked with the **City of Birmingham** on the Baldwin Public Library renovation—experience that gives us direct insight into the City’s processes and priorities and reinforces our ability to deliver impactful, community-centered results.





Baldwin Public Library

Birmingham, Michigan

MCD Architects has had the privilege of working closely with the City of Birmingham on a transformative addition and renovation to the Baldwin Public Library—a civic landmark at the heart of downtown. The project focused on enhancing the library’s accessibility, community engagement, and architectural presence, while respecting its historic significance and civic prominence. The design required a careful balance of traditional and modern aesthetics to meet the expectations of a highly engaged public and a sophisticated urban context.

Inside the building, MCD introduced a series of functional and architectural improvements. A new elevator and interior ramp now ensure full ADA accessibility between levels, while the circulation desk was relocated and reimagined to improve workflow, sightlines, and user experience. A highlight of the renovation is the reconfiguration of the automated materials handling system, now visible to patrons through interior glazing—turning a back-of-house process into an educational and engaging feature of the library’s operations.

This project exemplifies MCD’s strength in community-based design, where user experience, civic pride, and long-term functionality come together in a unified architectural solution. The Baldwin Library renovation not only modernizes the space but reinforces its identity as a welcoming and inclusive public institution.

Project Information:

5,200 SF Interior Renovation and Building Addition | Cost \$3.3 M | Completed in 2024

Rebekah Craft, Library Director, Baldwin Public Library | (248) 554-4681 | rebekah.craft@baldwinlib.org





Farmington Public Safety Department

Farmington, Michigan

Services Provided: Master Planning, Space Planning, Architectural Design, Interior Design, Construction Documents, Construction Administration

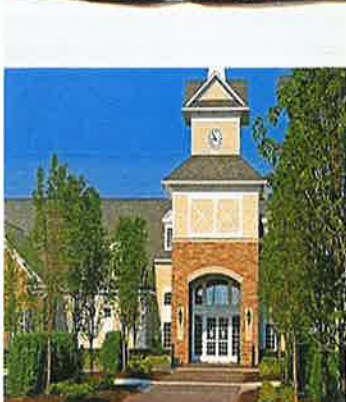
MCD Architects partnered with the City of Farmington to complete targeted renovations within the Police Department, focusing on critical public safety improvements. Updates to the holding cells and processing area enhanced both security and functionality, providing a safer environment for officers, staff, and the community.

In addition to these law enforcement upgrades, the project also modernized civic spaces within City Hall, including a complete renovation of the Council Chambers and an adjacent meeting room with new flexible furniture to support a wider range of public meetings. To further improve daily operations, our team designed and constructed the City's new and improved staff break room, creating a much-needed space for employees that had not previously existed.



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MECHANICAL/ELECTRICAL

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Allen Park City Hall/Police
Complex
Allen Park, Michigan

Brighton Fire Station #33
Brighton, Michigan

Brighton Fire Station #34
Brighton, Michigan

Brownstown City Hall
Renovation
Brownstown, Michigan

Brownstown Township
Recreation Center
45,000 Square Feet
Brownstown, Michigan

Canton Township DPW
Building Renovation
26,000 Square Feet
Canton, Michigan

City of Detroit EOC
Detroit, Michigan

City of Saline Mausoleum
Upgrade
Saline, Michigan

City of Wyandotte Police
Station Renovation
12,000 Square Feet
Wyandotte, Michigan

City of Wyandotte 27th District
Court
15,200 Square Feet
Wyandotte, Michigan

City of Wyandotte Police/Court
Headquarters
48,500 Square Feet
Wyandotte, Michigan

City of Wyandotte Fire Station
6,800 Square Feet
Wyandotte, Michigan

City of Wyandotte DPS Facility
30,000 Square Feet
Wyandotte, Michigan

EXPERIENCE MUNICIPAL BUILDINGS

Clawson 911 Dispatch Area
Study
Clawson, Michigan

Dearborn Heights City Hall and
Police Station Forensic
Investigation
Dearborn Heights, Michigan

Deerfield Village Fire
Department
Deerfield, Michigan

Detroit Fire Department Training
Center
21,000 Square Feet Renovation
Detroit, Michigan

Detroit Police RTCC
Detroit, Michigan

Eastpointe City Hall
Eastpointe, Michigan

Eastpointe Community Center
Eastpointe, Michigan

Eastpointe Fire Station
Eastpointe, Michigan

Eastpointe Police Station
Eastpointe, Michigan

Fire Station
Detroit, Michigan

Fire Truck Repair Shop
Northville, Michigan

Franklin/Bingham Farms Fire
Station
4,600 Square Feet
Franklin, Michigan

Gibraltar City Hall and
Police/Fire Station
32,400 Square Feet
Gibraltar, Michigan

Green Oak Police Department
Brighton, Michigan

Grosse Ile Police Department
Gun Range
Grosse Ile, Michigan

References

David Murphy
City Manager
[City of Farmington](#)
(248) 699-5121
dmurphy@farmgov.com

Rebekah Craft
Library Director
[Baldwin Public Library](#)
(248) 554-4681
rebekah.craft@baldwinlib.org

Garrett Hungerford
Library Director
[Redford Township District Library](#)
(313) 531-2640
ghungerford@rtdl.org

Project Timeline & Approach

MCD Architects is prepared to lead the Birmingham Police Department Renovations/Expansions from conceptual design through construction with a structured, transparent, and collaborative process. Our timeline addresses each section of the Scope of Work while maintaining flexibility to adapt to the City's needs.

Phase 1 – Police Garage & Interview Room (2025–2026)

- October 2025 – Project kickoff and coordination meetings with City staff and stakeholders.
- November 2025 – Delivery of conceptual design plans, renderings, and cost estimates for the Police Garage and Interview Room.
- December 2025 – January 2026 – City review and Commission presentation; revisions and approvals.
- Early 2026 – Completion of construction documents and bid phase.
- Summer 2026 – Construction administration and closeout.

Phase 2 – Sally Port & PSAP Expansion (2026–2027)

- Summer 2026 – Kickoff of design for Sally Port and PSAP expansion.
- Fall 2026 – Delivery of conceptual design plans, renderings, and cost estimates.
- Late 2026 – Early 2027 – City review, Commission presentation, revisions, and approvals.
- Summer 2027 – Completion of construction documents, bidding, and construction administration.

Project Approach

Our approach emphasizes safety, efficiency, and respect for the historic context of Birmingham's municipal building. We will:

- Partner closely with the City to ensure decisions are clear, documented, and aligned with the project's goals.
- Provide state-of-the-art yet practical solutions for security, storage, and communications infrastructure.
- Deliver thorough cost analysis so the City can make confident, informed choices at every stage.
- Maintain a strong presence during construction to safeguard quality and timelines.

MCD Architects affirms that our team will be fully available throughout the life of this project according to the proposed schedule. We are committed to meeting deadlines and providing the consistent guidance and support the City of Birmingham expects from a trusted architectural partner.



Attachment A

AGREEMENT OF (POLICE DEPARTMENT RENOVATIONS/EXPANSIONS)

THIS AGREEMENT is entered into on the date signed by the Mayor, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and MCD Architects, whose address is 33610 Grand River Farmington, Michigan 48335, hereafter referred to as Contactor and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires a contractor to furnish all labor, equipment, material and supervision necessary for the **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** designs construction services of this project.; and

WHEREAS, the City in connection therein has requested formal proposals and issued an Request for Proposal; and

WHEREAS, Contractor has provided a response and cost proposal to perform the **POLICE DEPARTMENT/EXPANSIONS** and qualifications that meet the project requirements.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal for **POLICE DEPARTMENT RENOVATIONS/EXPANSIONS** posted July 30, 2025, and the Contractor's response shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A" and "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of three years from the date stated above or until competed to the satisfaction of the City. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.

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

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

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

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

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

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

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

10. INDEMNIFICATION: To the fullest extent permitted by law, the Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability 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.

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

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for 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 Contactor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012

Attn: Chief Scott Grewe

Contractor:

MCD Architects

33610 Grand River

Farmington, Michigan 48335

Attn: Steven Schneemann

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

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

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

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

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

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both

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

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 9/10/25, to the City's Request for Proposals dated July 30th, 2025 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractors response, the terms of this Agreement shall prevail.

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

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

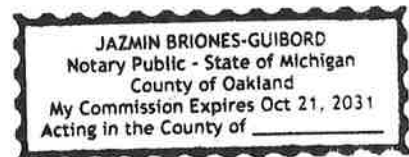
Contractor

By: [Signature]
Its: Project Lead
Griffin Angelia

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 10th day of September, 2025, before me personally appeared Griffin Angelia who acknowledged that with authority on behalf of McD Architects to do so he/she signed this Agreement.

Oakland County, Michigan
Acting in _____ County, Michigan
My commission expires: Oct 21, 2031



CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

[Signature]
Scott A. Grewe, Police Chief
(Approved as to substance)

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

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

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

Steven Schneemann	9/10/25
PREPARED BY	DATE
(Print Name) Principal Architect	9/10/25
TITLE	DATE
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
MCD Architects	
COMPANY	
33610 Grand River Farmington, Michigan 48335	248-374-0001
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT C - COST PROPOSAL
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	BID AMOUNT
Phase 1	\$ 44,000
Phase 2	\$ 36,000
TOTAL BID AMOUNT	\$ 80,000
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$ 80,000

Firm Name MCD Architects

Authorized signature 

Printed Name Steven Schneemann

Date 9/10/25

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For POLICE DEPARTMENT RENOVATIONS/EXPANSIONS

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.

Steven Schneemann	9/10/25
PREPARED BY (Print Name)	DATE
Principal Architect	9/10/25
TITLE	DATE
	ss@mcdarchitects.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
MCD Architects	
COMPANY	
33610 Grand River Farmington, Michigan 48335	248-374-0001
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	
27-2029124	
TAXPAYER I.D.#	

Construction Manager at Risk Proposals
City of Birmingham Police Department Renovations / Expansions

Date: 9/10/2025

PHASE 1: Police Garage

Proposer's Design Fee (Lump Sum) for complete design including: 1)
Conceptual Design 2) Schematic Design 3) Design Development 4)
Construction Documents Including permitting

\$ 36,000

CMAR Management Fee (to be applied as a percentage to all contracted work)

0 %

PHASE 1: Interview Room

Proposer's Design Fee (Lump Sum) for complete design including: 1)
Conceptual Design 2) Schematic Design 3) Design Development 4)
Construction Documents Including permitting

\$ 8,000

PHASE 2: PSAP Expansion

Proposer's Design Fee (Lump Sum) for complete design including: 1)
Conceptual Design 2) Schematic Design 3) Design Development 4)
Construction Documents Including permitting

\$ 8,000

PHASE 2: Sally Port

Proposer's Design Fee (Lump Sum) for complete design including: 1)
Conceptual Design 2) Schematic Design 3) Design Development 4)
Construction Documents Including permitting

\$ 28,000

CMAR Management Fee (to be applied as a percentage to all contracted work)

0 %

Proposal Submitted By:

MCD Architects

Company

Steven Schneemann

Name

Principal Architect

Title

CMAR Management Fees only apply to the Garage Expansion and Sally Port projects. The City of Birmingham may or may not choose at its discretion to move forward with construction management services.



Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- LETTER FOR INCLUSION IN 9/15 COMMISSION PACKET

1 message

Paul Reagan <pmreagan@gmail.com>
To: Bingham Alexandria <clerksOffice@bhamgov.org>
Cc: Reagan Paul <pmreagan@gmail.com>

Wed, Sep 10, 2025 at 2:52 PM

Birmingham City Clerk:

Please include the attached letter to the City Commission in the packet for this coming Monday meeting. The letter has also been sent to the Editor of Downtown Magazine.

Paul M. Reagan PH.D. CCP

997 PURDY STREET
Birmingham MI 48009 1740
M 248.646.7285 |
PMReagan@gmail.com



Letter to City Commission re NEXT-2.pdf
48K

Now That There's No Bond Request, What's Next for NEXT?

By Paul Reagan

Earlier this year, at the February 10 meeting of the Birmingham City Commission, I spoke in opposition to a proposed special election. The city was rushing to ask Birmingham taxpayers to approve a \$30 million bond to construct a "Community Center" at 400 East Lincoln, where the YMCA has operated for the last half century.

The new facility would accommodate some YMCA programming, but primarily serve as a permanent home for NEXT, the nonprofit serving senior citizens in Beverly Hills, Birmingham, Bingham Farms and Franklin.

I had three messages for the city staff and commissioners:

- A bond request has zero chance of passing.
- Stop telling NEXT they're going to get a new \$30 million home, essentially rent-free forever. The city doesn't have the money, and Birmingham taxpayers, who already feel over-taxed and have far greater priorities, are not going to give it to you.
- Instruct your ad hoc committee to explore alternative options that live within the scope and capacity of the general fund and require no additional bonding.

I encouraged commissioners to, "Come back down to Earth and identify options to the unaffordable, unsupportable solution for NEXT you're discussing tonight." And I concluded my testimony with this warning: "If you don't change course, the biggest loser will be NEXT."

Eight months later, my recommendations and warning still hold.

The Dangers of a Premature Lease Agreement

It looks like a final blow to bond funding came in August when the Commission voted 5-2 not to place a request on the November general election ballot. Less clear, however, is what options are being explored. Mayor Longe has told commissioners that the city will be coming back to them with recommendations.

But there are concerns that rather than reboot and consider alternative sites and solutions for NEXT, city officials are crafting a lease with NEXT for 400 East Lincoln that would evict the YMCA and transfer to NEXT all operational and maintenance obligations for which the YMCA has been responsible. NEXT is in no position to handle such financial risk.

An analysis of the current lease agreement between the city and the YMCA validates this concern. Since the city purchased the YMCA property in 2023, the YMCA has been paying

one dollar per year in rent. Sounds good. But the YMCA must also pay all operational costs and take care of all maintenance and repair.

Any lease between the City of Birmingham and NEXT to occupy 400 East Lincoln should mirror the current lease with the YMCA, clearly stating that 100% of the operational costs for the building are the responsibility of the tenant (NEXT). This would include, but not be limited to, utilities (water, sewer, electricity, and natural gas), roof and wall maintenance, HVAC maintenance and/or replacement, property and liability insurance, janitorial services, landscape maintenance, snow and ice removal, and pool maintenance.

What would that cost NEXT? It is estimated that the YMCA is currently spending between \$500,000 to \$600,000 annually to cover operating expenses as required in their lease. At a recent meeting of the Ad Hoc Senior/ Recreation Committee, a \$260,000 number was casually discussed with no detail to support that figure.

None of the above comes as any surprise to NEXT, as it was clearly stated in its Memorandum of Understanding (MOU) with the city: "The lease between Next and the City will require ongoing maintenance of the building to be the responsibility of Next."

It was also casually stated in the September 3, 2025, meeting of the Ad Hoc Senior Recreation Center Committee that the Birmingham Parks and Recreation Department might want to occupy the 2nd floor of the building leased to NEXT. This is a terrible idea and a non-starter, as this space would amount to the most expensive office space in the city after operating costs. If the city needs additional office space, there are endless options elsewhere at a much lower cost. Further, the MOU states nothing about the city occupying any portion of the building.

The YMCA has made it clear they are no longer interested in being a co-tenant in the 400 E. Lincoln property. Thus, if the YMCA is not operating in the building, sole responsibility for operating costs falls on NEXT, including the swimming pool which cannot be "mothballed" as was suggested, without destroying it. The one feature of the building that Birmingham taxpayers said they wanted was the pool, which would be the very feature denied them. The supposition that the third floor also be closed is simply not realistic.

There's only one tenant that can afford to operate 400 East Lincoln, and they are in it now.

The MOU, crafted carefully by the city, took the possibility of insurmountable difficulties into consideration. It states:

"If for some reason a mutually agreeable lease arrangement between the City of Birmingham and Next fails to be achieved, then in a showing of good faith, the City will return the Five Hundred Thousand (\$500,000) contribution from NEXT toward the purchase price of the property."

The city should cut NEXT a check and start from scratch.

Critical Questions Still Need to be Answered

Commissioners made the right decision to keep the bond request off the November ballot. They now must lead an open discussion and examination of realistic, affordable solutions to NEXT's future needs and the best use of the city's asset at 400 East Lincoln. What opportunities and sources of financial support for NEXT are available in Bingham Farms, Beverly Hills and Franklin? Is the YMCA committed to staying in Birmingham long term?

Until these questions are answered, commissioners should not even look at a lease.

I end with the warning I gave to the city and Commission back in February: "If you don't change course, the biggest loser will be NEXT."

Follow up letter to CC about 9/15/25 Public Comments

1 message

'Kristy Barrett' via City Commission <city-commission@bhamgov.org>

Sat, Sep 20, 2025 at 3:17 PM

Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>

To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Cc: "Kristy H. Barrett" <kristybarrett1@yahoo.com>

Follow up letter to CC about 9/15/25 Public Comments

Dear Commissioners,

Thank you for not “giving me the hook” at the meeting, I truly did not realize it was not the correct time. The CC agenda item was discussion about direction moving forward with the Ad Hoc committee where four questions for clarity were the topic. Those questions were not my comments and do appreciate your grace and letting me complete my comments.

Many stated they could not understand my comments via Zoom due to some audio reverberation. I am writing so there is no distortion of my public comment 9/15/25. Following is a recap of major points:

I spoke at the last Ad Hoc Birmingham Community Senior Center (BCSC) meeting and will not reiterate all my prior comments. However, given the City’s decision to pause this project, I urge you to use this moment for a **complete reset**.

At that meeting, I raised two critical concerns:

- The City is preparing to spend \$3.7 million to renovate a building which ultimately it intends to demolish—an unnecessary waste of taxpayer dollars.
- More importantly, the project to date has created significant **ill will** by not listening to the community, who are, in fact, the owners of 400 E. Lincoln. A reset is necessary to responsibly explore creative approaches that meet the needs of the broad community, including seniors.

It is also important to acknowledge many feels **Next cannot afford to operate 400 E. Lincoln—and they know it**. Their financial survival as a sole tenant depends on renewal of the senior millage, but many residents believe voters will not extend this one-time for three years term tax. Asking Birmingham taxpayers to provide \$1.1 million per year for a community of 21,000 people and 9,500 households is far out of scale.

The reality is clear: if Birmingham voters would not support a \$20 million bond for the Baldwin Library—a resource serving everyone—they will not support a bond or tax increase for a facility that primarily benefits a narrower group, most of whom are not Birmingham taxpayers. Without equitable contributions from surrounding municipalities through interlocal agreements, this project cannot succeed. “Equitable” should NOT be based on taxable property values, but on population served possibly, or some other metric.

Please also stop presenting this plan as a **community recreation center**. A few indoor pickleball courts do not constitute such a facility. Nor is there resident demand for Multipurpose Room rental when the Community House and Baldwin Library already maintain schedules of significant available space. Creating an after-hours/weekend-only facility will also require additional City staff management (FTEs). There is an expense to adding after-hours and weekend management. Has a need even been established?

Next states their plan to move forward, by following the model of the Baldwin Library, which renovated in stages after a failed bond. Importantly, the Library has revenue streams from interlocal contracts: Beverly Hills contributes \$620,000 annually, Bingham Farms \$136,000 and Franklin \$0. If these municipalities can collectively contract \$750,000 to support Library services, why are they not contributing meaningfully to Next?

The current pause underscores a deeper issue: **most residents are still unaware the YMCA is closing**. Even Commissioner Long raised this shocking communication gap at the BCSC meeting. This lack of awareness signals the need for more robust and transparent engagement.

All creative options must now be fully explored—for the best interest of the **entire Birmingham community, across all ages and abilities**. Voters will not forget if they are ignored again:

- They may reject renewal of the senior millage (0.33 mills / \$1.1 million annually).
- They may oppose any future bond for a subset of the community and benefit of a majority outside the Birmingham community
- Meanwhile, 400 E. Lincoln will remain a long-term taxpayer burden.

To date, the City has already spent \$2.6 million and committed another \$3.7 million—\$6.3 million in total. Before another dollar is spent, please pause for a true reflective reset:

- Do not spend one more penny on a path that lacks community support. Further, \$3.7 million cost for a temporary facility, where the plan is to demolish it in 3 or 4 years then ask for a bond to build new is a waste of \$3.7 million
- Seek new ideas, possibly from new voices.
- Listen to the full community and generate fresh, inclusive solutions.

This opportunity is possibly the largest civic project in decades. Take the time needed to make the right and fiscally responsible decisions now.

Kristy Barrett

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To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1439700708.4845388.1758395878428%40mail.yahoo.com>.

Disposition of Y site

1 message

'Katherine Beebe' via City Commission <city-commission@bhamgov.org>

Mon, Sep 15, 2025 at 9:08 AM

Reply-To: Katherine Beebe <katebeebe1@icloud.com>

To: city-commission@bhamgov.org

Members of the City Commission: Attempting to renovate the Y for exclusive use by Next is a bad idea and I suspect each of you knows that. You've heard the arguments and suggestions. Please stand up and do the right thing. Stop, rethink the city's approach to city services for seniors and come up with better approach for the Y site and for supporting Birmingham residents who are dependent on Y services, including the pool.

Sent from Kate Beebe

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To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/F01DB5E1-3659-432B-A083-C87DA32F7B5A%40icloud.com>.

Fwd: Letter to be shared with City Commission

1 message

Jana Ecker <Jecker@bhamgov.org>
To: Alex Bingham <abingham@bhamgov.org>

Mon, Sep 15, 2025 at 12:17 PM

Please share with the CC on their desks tonight. Thanks!

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

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

From: **thomas markus** <tmsquared20@gmail.com>

Date: Mon, Sep 15, 2025 at 12:08 PM

Subject: Letter to be shared with City Commission

To: Jana Ecker <Jecker@bhamgov.org>

Cc: Chris Braun <cbraun@birmingham.k12.mi.us>, David Hohendorf <davidhohendorf@downtownpublications.com>

City Commission:

Foolish me! I thought the city commission had finally decided to proceed with Next moving into the city owned YMCA building per the MOU agreement.

But no, the commission seems determined to consider any and all alternatives all over again. The commission should refer to my previous letter, laying out the reasons for moving Next into the city owned facility. Now, after many meetings, several hundred thousand tax dollars and much political handwringing; you have still not reached consensus? Seniors deserve better from the commission. Most members of the commission were on the commission when the property was purchased, and the MOU was agreed to. As you know, Next provides an outstanding array of services for seniors at the old, but still functional Midvale school. The YMCA building does suffer from years of maintenance deferment, which reflects on the long suffering financial condition of the YMCA.

Cities in Michigan have specific statutory authority to fund senior service centers, but to my knowledge cities do not have authority to fund a YMCA. There are currently 38 municipal entities in Oakland county, providing senior services.

The decision regarding reuse of the building versus demolition and rebuild, has continued to be discussed after the last commission discussion on this matter. The ad-hoc committee, which recently met now seeks your guidance.

Again, your direction should be to move forward with Next moving into the city owned YMCA building per the MOU. The city has experience with rebuilding public buildings instead of tearing them down and rebuilding, including the City Hall and library. Granted these buildings have and do still have a strong architectural presence. However, one of our old buildings which clearly has less architectural character and was clearly in poor operational condition was the retired sanitary sewer treatment plant at Lincoln Hills golf course. Talk about a Sow's ear being turned into a silk purse! The BBAC is a splendid reuse of a building that houses an absolutely stunning center for the arts. I have personally overseen the renovation of an old building into a combined fire department/senior center in Lawrence, Kansas. I would also think that demolition of the YMCA building without Next concurrence would be prohibited by the MOU.

The plan to reuse the old YMCA building can and will work. You have an excellent senior services, senior service provider in Next. Next is willing and capable of moving into the old YMCA building and making it work.

You have had the plan in front of you based on the MOU but you have spent 2 1/2 years discussing numerous other alternative ways to provide a senior center.

The original proposal will work and will cost significantly less than a teardown and rebuild. The only thing it won't be is as pretty as a new building. However, the true beauty of this building is what occurs inside the facility. I've worked with and

oversee a fair number of senior centers, and I can honestly say none come close to the care, support, and yes, love that Next provides to the seniors population.

To continue the commission discussion any further is in my opinion nothing short of “elder neglect“. Next needs to know you support them. The seniors need to know that they will have time to transition into the Y building so they can continue the social engagement they receive from Next and which is so vital to their ongoing health.

Next needs to move forward and get a feel for what they need before spending more consultant dollars. Chris Braun is a strong leader and manager and will be able to manage the transition in terms of move-in and scheduling any pre move-in essential improvements.

The long-term needs of the senior population can be a continued conversation in the community without the undo time pressure you are now constrained to.

Don't do what the school district has done when they broke their promise to provide space for our seniors. You recall the seniors were provided space in school facilities for years under the banner of “lifelong learning“. The silent quid pro quo was the support the seniors provided the school district at the ballot box. This arrangement was certainly beneficial to the cities as well. The cities were relieved of supporting seniors without the exception of a modest annual contribution. And while I'm discussing the schools, the school district should be approached about one of the numerous swimming pools for community use under the community education program. The YMCA pool is the dog of the building and needs to be filled and turned into a multi sport court.

The seniors are not feeling they are being supported, and the commission needs to openly express their support to this important population in the city. “Doing the right thing“ in this context is giving your strong support for Next to move into the city owned YMCA building under the MOU. As Brad Host is fond of saying: “Seniors have paid forward to the city over several decades.” It's time the city commission returns the favor and provides the return on their investment.

Thomas Markus

Keep Ymca Birmingham at Lincoln open

1 message

mickey mouse <ironbrass1@gmail.com>

Tue, Sep 16, 2025 at 9:43 AM

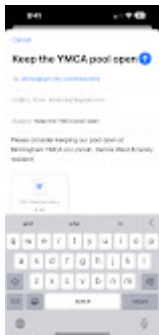
To: city-commission@bhamgov.org, "theonysis711@aol.com" <theonysis711@aol.com>, Westdennis911@gmail.com

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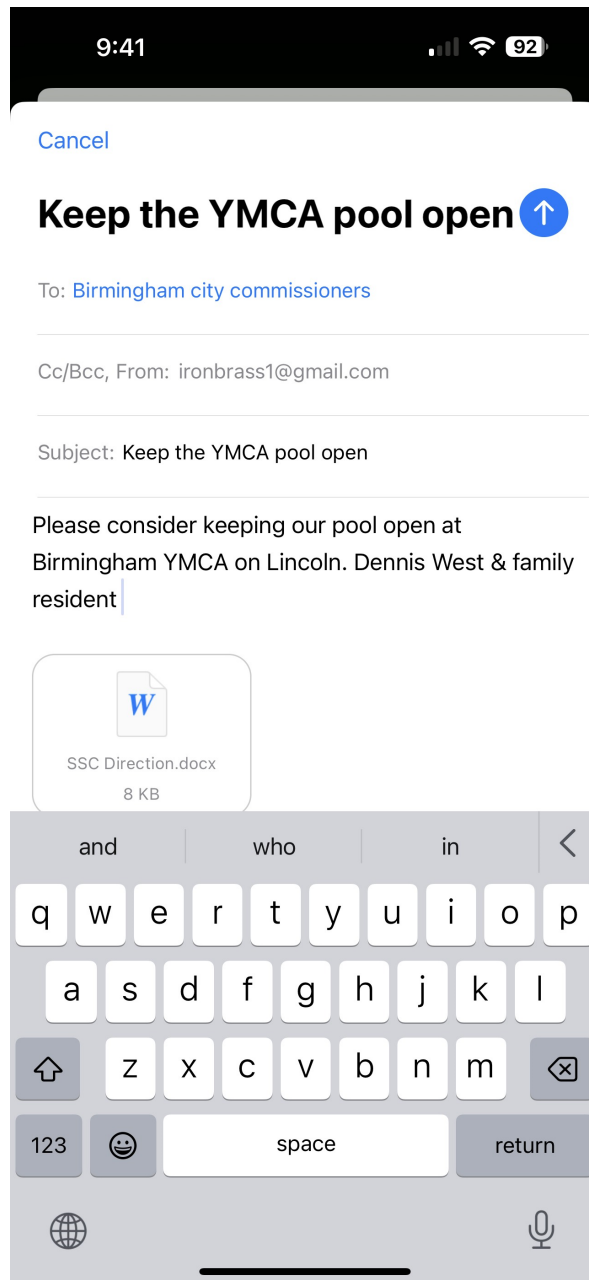
2 attachments



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276K





and fitness facility.

The packet for the last commission meeting refloated the idea of seeking a bond for a new-downsized NEXT building. I oppose that option for the same reason. Why would voters approve a bond for a facility that only serves a subset of the community.

Why are we in the position? Some of the commissioners like to point out that it was YMCA's decision to sell their building. I'd say that's exactly the point, but you could also say that fact is beside the point. Like it or not, the YMCA has served as Birmingham's defacto indoor fitness and recreation center since its construction. Were the Y not located in Birmingham, I think it's safe to say Birmingham would have built a community center incorporating fitness and recreation facilities long ago. Let's quit couching this alternative as a giveaway to the Y. I don't care who operates the facility. I don't care if the YMCA is part of the equation. I simply believe Birmingham needs a full service community center.

And don't forget, the Y offered to pick up operating expenses of the proposed new facility on an essentially permanent basis. That's not nothing.

So, that is the scenario we are facing today. And we are fortunate to be in a position to kill two birds with one stone. There are synergies to collocating NEXT and a recreation and fitness center in the same facility.

Let's take advantage of those. If I didn't expect significant amenities in the community I chose to relocate to four years ago, I could have moved to Clawson.

This is Birmingham, MI. We're better than this. Let's put the SSC back to work on planning a facility (whether it's the existing structure at 400 E. Lincoln or an entirely new building) that meets the needs of all citizens.

Thank you.

Now That There's No Bond Request, What's Next for NEXT?

By Paul Reagan

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It looks like a final blow to bond funding came in August when the Commission voted 5-2 not to place a request on the November general election ballot. Less clear, however, is what options are being explored. Mayor Longe has told commissioners that the city will be coming back to them with recommendations.

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one dollar per year in rent. Sounds good. But the YMCA must also pay all operational costs and take care of all maintenance and repair.

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What would that cost NEXT? It is estimated that the YMCA is currently spending between \$500,000 to \$600,000 annually to cover operating expenses as required in their lease. At a recent meeting of the Ad Hoc Senior/ Recreation Committee, a \$260,000 number was casually discussed with no detail to support that figure.

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Until these questions are answered, commissioners should not even look at a lease.

I end with the warning I gave to the city and Commission back in February: "If you don't change course, the biggest loser will be NEXT."

Urgent Concerns Regarding Surnow Project Impact on Tallulah

1 message

Mario Camaj <mcamaj@tallulahwine.com>

Mon, Sep 15, 2025 at 1:53 PM

To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "Jecker@bhamgov.org" <Jecker@bhamgov.org>, "Mkuckarek@bhlaw.us.com" <Mkuckarek@bhlaw.us.com>, "jhenke@iglawfirm.com" <jhenke@iglawfirm.com>, Nicholas Dupuis <ndupuis@bhamgov.org>

Cc: Robert Lulgjuraj <lulgjuraj@gmail.com>, Mario Camaj <mcamaj@tallulahwine.com>, Noah Harfouch <nharfouch@harfouchlaw.com>

Hello Commissioners,

Thank you in advance for your urgent attention to this matter.

On Tuesday, September 9th, I learned after the fact, that a meeting regarding the Surnow project directly across from Tallulah had taken place. I am extremely disappointed that I was not informed of this meeting, given the significant impact this project has on my business.

The following day on Tuesday September 9th, around 2:30 p.m., Sam Surnow entered Tallulah requesting to speak with me and only then informed me of the September 8th meeting. I have since reviewed the meeting clips and was alarmed to see Mr. Surnow state that he had spoken with me beforehand and that I had agreed with what was presented. This statement is entirely false.

This construction proposal will affect Tallulah more than any other business in the area, as we are directly across the street. Tallulah has been a cornerstone of this city since 2010, and under my ownership since 2013, it has grown into one of Michigan's top dining destinations. In 2019, Forbes recognized Tallulah among the 100 best restaurants in the U.S. based on OpenTable, and in 2022 we were honored as "Restaurant of the Year, Classic Edition" by the Detroit Free Press.

Our patio season is especially critical, it accounts for approximately 35% of our annual revenue (April through November). Any disruption to this will have devastating effects on our business.

Accordingly, I respectfully request the following guarantees to mitigate the impact of this project:

1. Traffic Access

- One side of Bates Street (from Martin to Maple) must remain fully open to traffic at all times. Tallulah receives 8–10 delivery trucks for food and beverage five days a week, and uninterrupted access is essential. Our guests need to have access to reach the restaurant directly from Maple or Martin, whichever you decide to be a one-way street. I need guarantees that one line will always be open.

2. Parking Preservation

- The parking spaces on the Tallulah side of Bates must remain open and never be used for construction staging. This includes the two spaces in front of Serena & Lily and the two directly in front of Tallulah.

3. Construction Fence

- The fence facing Tallulah must be tall enough to block the construction site, debris, and materials. It must also be fully covered and given a facelift so as not to create an eyesore directly across from our restaurant.

4. Construction Dumpster Location

- Dumpsters must not be placed in front of Tallulah behind the fence, this will cause major disruption to any guests willing to sit outside, view and noise from the inside of the restaurant and etc. An alternative location must be arranged.

5. Valet Parking

- With parking reduced by construction, valet service will be essential. Mr. Surnow has already offered to fund valet service during the estimated 1.5-year project. This must be formalized, with service provided six days a week (Monday–Saturday, 4 p.m.–10 p.m.).

As it stands, Tallulah's future is at risk without the above assurances. This situation could have been better managed by temporarily closing one section of Martin Street to accommodate the project.

I look forward to your prompt response and partnership in protecting a business that has proudly served this community for over a decade.

Mario Camaj
President – Tallulah Group

Office: 248.731.7066 | Mobile: 248.250.1005 | Fax: 248.792.9665

 ZANA | www.zanabham.com

BESA | www.besadetroit.com

Tallulah | www.tallulahwine.com



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To view this discussion visit <https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/DM6PR06MB46202D3461E9B11E76AB9B45AC15A%40DM6PR06MB4620.namprd06.prod.outlook.com>.



image002.png
 10K

Dear Commissioners,

I greatly appreciate being made aware of the recent construction and logistics concerns pertaining to the Post Office project, specifically with the potential impact on the operations of Tallulah at times.

As a resident, property developer and BSD volunteer with strong family roots in this wonderful city, reputation is paramount to me. I have been working very hard over the last decade to make my family and the community proud of the work that The Surnow Company has been doing in Birmingham.

In regards to the September 8th City Commission meeting, I understand how one of the statements I made led you to believe that Mario fully understood the construction logistics plan versus having limited general knowledge of the project.

I would like to formally express my apology in this letter for how I handled the situation. Since the start of the Post Office project, my primary focus on logistics and planning has been working with St. James due to the sharing of a property line. I did not attribute the same degree of consideration to Tallulah and I should have approached Mario months ago to keep him abreast of what was going on.

For what it is worth, the City Engineering department did a fantastic job over the last couple of months working with our team to exhaustively vet our Logistics and Traffic Management plan which I feel addresses, as was our intention, most of Tallulah's concerns in very proactive ways.

After being made aware of Mario's concerns, we have met several times with both the City and Mario and have come up with a gameplan to ensure successful, ongoing operations at Tallulah during the construction period.

I am now communicating with Mario directly and he has been an absolute pleasure to work with. We have an understanding on adding a few additional items to our logistics, including utilizing a temporary loading area, the use of one of our private parking lots free of charge with potential valet solutions, and signage, to name a few.

I have a history of approaching my neighbors and community members with utmost transparency, a key ingredient as to how Surnow's previous developments in this city have been very successful. All I can say is that on September 8th, it was late at night, I was in the hot seat and I had a moment of misjudgment.

Furthermore, I have been provided with a contact list from the building department that we will use to provide regular construction updates going forward. Thank you for taking

this letter into consideration and for allowing me the opportunity to continue building in this amazing city.

Respectfully,

Sam Surnow



**NOTICE OF INTENTION TO APPOINT TO THE
BIRMINGHAM TRIANGLE DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, November 17, 2025, the Birmingham City Commission intends to appoint the following positions to the Birmingham Triangle District Corridor Improvement Authority:

- One regular member, a resident, to serve a three-year term to expire December 15, 2028.
- One regular member with ownership or business interest in a property located in the development area, to serve the remainder of a three-year term to expire December 15, 2028.
- One regular member with ownership or business interest, to serve the remainder of a three-year term to expire December 15, 2027.
- One regular member, a resident, to serve the remainder of a three-year term to expire December 15, 2027.
- One regular member with ownership or business interest in a property located in the development area, to serve the remainder of a three year term to expire December 15, 2027.
- One regular member with ownership or business interest in a property located in the development area, to serve the remainder of a three-year term to expire December 15, 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 authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor, or his or her assignee, and six additional members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

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.



Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
No less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.	11/12/2025	11/17/2025

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

Parking Department

DATE: October 1, 2025

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking System Manager

SUBJECT: Comprehensive Repair and Design Improvements to City Parking Structures

INTRODUCTION:

The Parking Department is in the middle of a multi-year, comprehensive repair and design program that addresses all five of the City-owned parking structures. The City Commission has requested a City staff report to update the Commission and the public on work that has been completed on this program to date and report what the Parking Department believes will be the estimated future cost related to the remaining parking structures to ensure structural integrity, public safety, efficient operation and a more aesthetically pleasing appearance for all parking guests.

The City currently operates five parking structures that primarily serve the downtown:

1. North Old Woodward

- a. This was the first facility constructed in 1966 and is approximately 59 years old.
- b. Built as a concrete slab structure.

2. Pierce

- a. This was the second facility constructed in 1968 and is approximately 57 years old.
- b. Built as a reinforced concrete slab structure.

3. Park

- a. Design plans were completed in 1973 and the structure was built in the mid-1970's (approximately 50 years old).
- b. Built utilizing a post-tensioned concrete slab structure.

4. Peabody

- a. Design plans were completed in 1983 and the structure was built in the mid 1980's (approximately 40 years old).
- b. Built utilizing a double-threaded helix concrete slab structure.

5. Chester Garage

- a. This was the last structure built and completed in 1988 (approximately 37 years

- old).
- b. Built utilizing a post-tensioned concrete slab structure.

The establishment of the Parking Assessment District was the City's financial vehicle to pay for the initial costs of the parking structures. Furthermore, the City accounted for anticipated future growth in the development and location of the parking structures, which to this day continue to provide parking for the downtown. Parking demand is still strong and the City's parking system management has been successfully moved "in-house" with substantial savings to the City on an annual basis.

BACKGROUND:

The following is a brief timeline of events detailing what the City has done recently as it relates to the maintenance and repair of all five City parking structures:

1. In October 2019, Wiss, Janey and Elster Associates, Inc. (WJE), a construction engineering company, was approved by the City Commission for \$392,480 to conduct full structural assessments of all five of the City's parking structures with a comprehensive report outlining a repair and rehabilitation program with cost estimates and timing for the recommended repairs.
2. In April 2021, WJE provided all assessments and accompanying reports. The project came in \$50,000 under budget. Repair recommendations were broken down into three categories:
 - a. Immediate (within one year)
 - b. Near-term (within 1-2 years)
 - c. Long-term (within 3 to 5 years) repair issues

WJE's findings and recommendations were presented in the City of Birmingham Parking Garage Structural Assessment Program report dated April 30, 2021. The total cost for the five-year repair plan was approximately \$15,000,000.

3. In June 2021, the City Commission approved a \$50,000 contract (using the under budget funds from the original contract with WJE) to take WJE's findings and prepare specific design and bid documents for the immediate repairs required at four of the City's five parking structures during the 2021 construction season.
4. In September 2021 into 2022, the following immediate repairs were completed at the following structures:
 - a. North Old Woodward: \$891,303
 - b. Chester, Peabody and Park: \$708,680
 - c. Pierce: no immediate repairs needed

Construction/engineering oversight services provided by WJE for all of the above projects by the City Commission for a cost of \$117,200.

5. In November 2022, City staff requested that WJE develop a comprehensive Repair Design and Construction Document Development Program to address near-term and long-term identified repair issues while also incorporating aesthetic and serviceability improvements, such as painting, lighting and stairwell upgrades. To support this expanded scope, WJE engaged MEP (mechanical, electrical, plumbing) consultants to evaluate lighting, egress, energy efficiency and EV charging opportunities. This request was approved by the City Commission for a cost of \$631,400.
6. In March 2023, the City requested an addendum to the current Agreement of Repair Design & Construction Document Development from November 2022 (Agreement) to

address items that were not included in the original scope of services, including façade panels, glazing and roof systems and compliance with the provisions of the Americans with Disabilities Act (ADA). This request was approved by the City Commission for a cost of \$192,000.

7. In May/June 2023, the City Commission approved the first near/long term repair project at the North Old Woodward structure to RAM Construction for \$803,286. Construction/engineering oversight services provided by WJE were approved by the City Commission for \$88,000.
8. In June 2024, the City Commission approved the second near/long term repair project at the Chester Structure in the amount of \$5,930,008.00. In addition to the construction cost, the City Commission also approved \$465,000 to WJE for construction/engineering oversight services.
9. In March 2025, the City Commission engaged BCT Design Group for \$67,000 to provide interior and exterior design services for all five parking structures to make them more aesthetically attractive, safer and more friendly for users. BCT completed their work using the Chester Structure as a template for the other four structures.

The next section will examine each of the City's five parking structures individually and detail work that has been done (and associated costs) along with work that still remains to be completed in the future, including both near/long term repairs and aesthetic improvements. Structures are listed in order of proposed improvements.

1. Chester Structure:

Work Completed:

- Immediate repairs (2021-22): \$236,227
- Near-term/Long-term repairs (2024-25): \$5,369,186

Total Repair Costs Paid: **\$5,605,413.00**

Work Remaining (estimated cost included):

- Design Architect Enhancements and Construction/Engineering Oversight (WJE/BCT): \$100,000
 - Includes bid management and preparation of construction documents.
- Construction (RFP bid process):
 - Lighting: \$2,000,000
 - Signage: \$100,000
 - Artistic features & aesthetic improvements (canopies, murals, etc.): \$600,000

Total Estimated Remaining Costs: **\$2,800,000**

Comments:

For the Chester Structure, WJE will serve as the Owner's Representative, with BCT functioning as a subcontractor. BCT's fees will be included as a line item within WJE's scope. A single bid package will cover lighting, canopies, signage, and other design elements consistent with the approved BCT schematic plans. Projected costs are staff-generated estimates and not based on vendor quotes. City staff anticipates bidding in fall/early winter 2025, with construction beginning spring 2026.

2. Peabody Structure:

Work Completed:

- Immediate repairs (2021-22): \$236,227

Total Repair Costs Paid: **\$236,227**

Work Remaining (estimated costs included):

- Design Architect Enhancements (BCT Designs): \$50,000
 - Includes bid management and preparation of construction documents.
- Construction/Engineering Oversight (WJE): \$400,000
- Construction (RFP bid process): \$6,000,000
 - Concrete, waterproofing, white paint
 - Includes lighting, signage, accent paint, and approved BCT design elements.

Total Estimated Remaining Costs: **\$6,450,000**

Comments:

The Peabody Structure will be bid as a single bid package and will combine both WJE repairs and BCT design elements. WJE will act as the Owner's Representative, with BCT as subcontractor. All amounts are preliminary estimates. City staff anticipates bidding in fall/early winter 2025, with construction beginning spring 2026.

3. North Old Woodward Structure:

Work Completed:

- Immediate repairs (2021-22): \$891,303
- Near-term/Long-term repairs (2023): \$803,286

Total Repair Costs Paid: **\$1,694,589**

Work Remaining (estimated costs included):

- Design Architect Enhancements (BCT Designs): \$50,000
 - Includes bid management and preparation of construction documents.
- Construction/Engineering Oversight (WJE): \$75,000
 - Note: This fee may be eliminated if coordinated directly by the Parking Manager. It remains uncertain if WJE will act as an Owner's Representative since the scope primarily falls under BCT
- Construction (RFP bid process): \$2,000,000
 - Includes lighting, signage, accent paint, and approved BCT design elements.

Total Estimated Remaining Costs: **\$2,125,000**

Comments:

The North Old Woodward Structure will be bid as a single bid package and consolidate BCT's scope and, if necessary, WJE's. All costs are budgetary estimates. City staff anticipates bidding in fall/early winter 2026 with construction beginning spring 2027.

4. Pierce Structure:

Work Completed: None

Total Repair Costs Paid: **\$0**

Work Remaining (estimated costs included):

- Design Architect Enhancements (BCT Designs): \$50,000
 - Includes bid management and preparation of construction documents.
- Construction/Engineering Oversight (WJE): \$450,000
- Construction (RFP bid process): \$5,000,000
 - Repair concrete, waterproofing, white paint
 - Lighting, signage, accent paint, and approved BCT design elements.

Total Estimated Remaining Costs: **\$5,500,000**

Comments:

The Pierce Structure will be bid as a single package incorporating WJE's structural repairs and BCT's design scope. WJE will act as the Owner's Representative, with BCT as subcontractor. City staff anticipates bidding in fall/early winter 2026 and construction beginning spring 2027.

5. Park Structure:

Work Completed:

- Immediate repairs (2021-22): \$236,227

Total Repair Costs Paid: **\$236,227**

Work Remaining (estimated costs included):

- Design Architect Enhancements (BCT Designs): \$50,000
 - Includes bid management and preparation of construction documents.
- Construction/Engineering Oversight (WJE): \$550,000
- Construction (RFP bid process): \$10,000,000
 - Concrete, waterproofing, white paint
 - Includes lighting, signage, accent paint, and approved BCT design elements.

Total Estimated Remaining Costs: **\$10,600,000**

Comments:

Improvements to the Park Structure are anticipated to be the most costly due to the need for a full façade replacement. Engineering and architectural fees will be combined. A single bid package will cover both WJE's structural scope and BCT's design scope. City staff anticipates bidding in fall/early winter 2027 with construction beginning spring 2028.

LEGAL REVIEW:

The City Attorney has reviewed and approved all prior agreements and will review all future agreements.

FISCAL IMPACT:

The chart below summarizes the estimated dollar amount of the total cost of finishing the near-term/long-term structural repairs and aesthetic improvements remaining for each structure. Also

included in the chart is the projected City budget years that each structure would be addressed:

Structure	Repair Costs Remaining	Fiscal Year
Chester	\$2,800,000	2025-2026
Peabody	\$6,450,000	2025-2026
North Old Woodward	\$2,125,000	2026-2027
Pierce	\$5,500,000	2026-2027
Park	\$10,600,000	2027-2028

The comprehensive repair and design program represents a significant capital investment. The current balance of the Automobile Parking System (APS) as of 6/30/25 was \$42,132,073. The chart below looks at revenue, expenses, capital improvements and fund balance for the APS. A more conservative projection of revenue was used knowing that remaining repair projects will cause periodic closures of parking spaces and corresponding reductions in revenue. The chart below reflects all of the expenses outlined in the next three budget years. All of the capital expenses articulated in the chart below are necessary to complete the repair project and budgeted in the appropriate years, and several other capital projects that were budgeted as part of planned routine equipment upgrades were also included in the coming three years. Finally, the projected running fund balance for the APS is shown through the 2027-2028 budget years. The APS cash and investments fund balance goes down approximately 31.8% between fiscal years 2024-2025 and 2028-2029. However, the fund balance remains at a healthy \$28,746,583. This fund balance allows room for any unexpected capital expenses during the next three years. It is important to note that capital expenditures in fiscal years 2025-26, 2026-27 and 2027-28 have been updated to reflect the new, more accurate estimated costs and that these amounts will be updated and reflected in future City budgets during the next City budget process. The chart below summarizes the projected APS fund balance:

	2024-2025	2025-2026	2026-2027	2027-2028
Revenues	\$11,123,400	\$11,085,110	\$11,248,950	\$11,540,740
Expenses	\$4,266,430	\$4,936,520	\$5,419,550	\$5,639,220
Net Rev.	\$6,856,970	\$6,148,590	\$5,829,400	\$5,901,520
Cap. Improve.	\$5,731,724	\$9,290,000	\$8,625,000	\$13,350,000
Total w/CapX	\$1,125,246	(\$3,141,410)	(\$2,795,600)	(\$7,448,480)
Fund Balance	\$42,132,073	\$38,990,663	\$36,195,063	\$28,746,583

SUSTAINABILITY:

The program includes the following sustainable and energy-efficient solutions:

- Including the conversion to LED lighting systems with modern controls to reduce energy consumption.
- The evaluation of EV charging station infrastructure that would support a program in the future.
- Improved waterproofing systems to extend structural life cycles and reduce future capital costs.
- Consideration of durable finishes and materials to minimize future maintenance and replacement costs.

DESIGN CONSIDERATIONS:

The addition of BCT Design Group expanded the project to include both aesthetic and functional enhancements. Scope elements included:

- Updated lighting schemes (interior and exterior) with recommended lighting colors, fixture types, locations and controls.
- Paint color palettes for walls, ceilings and columns and the incorporation of accent features.
- Signage, as provided by Corbin, canopies and murals to improve wayfinding, visibility and user experience.

Design goals aim to create a consistent, safe and visually appealing environment for residents and visitors while reinforcing the City's identity through architectural and artistic elements.

PUBLIC COMMUNICATIONS:

The various components of the ongoing repair project have been noticed to the public through City Commission agendas and APC meetings. City staff and BCT Design Group have already met with the Public Arts Board.

SUMMARY:

There is no question that the five City-owned parking structures are vital assets to the success of our vibrant downtown and the overall success of the City. The City's parking system has undergone significant change and has been brought "in-house" for all operations. The City is halfway through the long process of conducting thorough structural and safety assessments for each structure and implementing the recommendations to repair all five structures to ensure their safe operation and continued useful lifespans. The City's parking structure repair program evolved from immediate, near-term and long-term structural repairs into a holistic initiative that combined safety, longevity, accessibility, sustainability and aesthetics. While the financial investment is significant, the outcomes will extend the useful life of these critical public assets, reduce long-term maintenance costs and greatly enhance the user experience.

City staff has proposed phased construction between 2025 and 2028, with the Chester Garage serving as the first model of the expanded scope. The Parking Department will continue to coordinate with WJE, BCT Design Group and construction companies to ensure that all projects are completed efficiently and within budget.

September 23, 2025

Alexandria Bingham, City Clerk
151 Martin Street
Birmingham MI 48009

Re: Notice of Intent to establish CDBG priority non-housing community development needs

Alexandria,

The City of Royal Oak is a direct recipient of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. The national objectives of the CDBG program are: benefit to low- and moderate-income persons; aid in the prevention or elimination of slums and blight; and meet a need having a particular urgency. Every five years, the city must develop housing and non-housing community development needs. CDBG funds will be directed to address these needs in light of the national objectives of the program.

Pursuant to the Federal requirement listed below, this notification informs you that the city is preparing the description of its CDBG-related non-housing community development needs for the next five years.

Title 24 – Housing and Urban Development of the Code of Federal Regulations, Part 91 – Consolidated Submissions for Community Planning and Development Programs, Subpart B – Citizen Participation and Consultation; Section 100 – Consultation; local governments (a)(4) states that: "When preparing the description of priority non-housing community development needs, a unit of government must notify adjacent units of general local government, to the extent practicable".

The City of Birmingham is encouraged to follow the progress of the Consolidated Plan the city's CDBG program at: <https://www.romi.gov/280/Application-Documents>

If you have questions about the City of Royal Oak's CDBG program, please contact me directly at (248) 246-3285 or by e-mail at: joem@romi.gov

Respectfully,
CITY OF ROYAL OAK



Joseph M. Murphy
Director of Planning