BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
OCTOBER 27, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:30 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

- The City Clerk's Office reminds all voters of the upcoming local election on Tuesday, November 4, 2025. Polls will be open from 7:00 a.m. - 8:00 p.m. Voters who plan to vote in person on Election Day are encouraged to review the City's new Precinct and Voting Location Map. Early Voting is taking place now through Sunday, November 2, 2025 at Bloomfield Township Library and at Waterford Oaks Activity Center. Absentee ballots can be requested by mail through the end of this week and in person through 4:00 p.m. Monday, November 3, 2025. The City has absentee ballot drop boxes available 24/7 at Fire Station #1 and on City Hall grounds. Voters can also visit the City Clerk's Office this Saturday, November 1, 2025 for any last minute voter registration or absentee ballot needs from 8:30 a.m.-4:30 p.m. More information about voting and upcoming elections can be found at mi.gov/vote and bhamgov.org/vote.

APPOINTMENTS

A. Architectural Review Committee
   1. Benjamin Motyl

   To appoint_____ as a regular member to the Architectural Review Committee to serve the remainder of a three-year term to expire April 11, 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.

A. Resolution to approve the City Commission/Planning Board meeting minutes of September 29, 2025.

B. Resolution to approve the City Commission regular meeting minutes of October 6, 2025.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 8, 2025 in the amount of $1,985,725.09.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 15, 2025 in the amount of $897,136.25.

E. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 22, 2025 in the amount of $2,937,586.88.

F. Resolution to approve a request from the Chabad Jewish Center of Bloomfield Hills to hold the 2025 Menorah Lighting special event on Thursday, December 18, 2025 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.

G. Resolution to approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the 2026 City of Birmingham In The Park Concert Series weekly June 12, 2026 – August 26, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

H. Resolution to approve a special event permit as requested by the City of Birmingham Department of Public Services to hold the Pumpkin Patch event on October 24, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

I. Resolution to approve a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 61st Annual Village Fair on May 27, 2026 – May 31, 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 award the 2025 Fall Tree Purchase and Plant project for 342 trees to be installed to KLM Landscape, for a total cost of $196,335.

Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

K. Resolution to set November 17, 2025 as the public hearing date for the Program Year 2026 Community Development Block Grant Program.

VI. CITY MANAGER'S REPORT

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

A. October City Manager's Report

VII. UNFINISHED BUSINESS

A. Public Hearing - for Condemnation of a Dangerous Structure - 611 Elm Street
   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 insanitary 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 grading.

VIII. NEW BUSINESS

A. Public Hearing for 176 S. Old Woodward – Kaishin Izakaya (Formerly Sushi Japan) – Special Land Use Permit Amendment (Ownership Change)
   1. Resolution to approve the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

      AND

      Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Gold Coin Inc. and to approve the transfer of the Class C and SDM Liquor License with Sunday Sales (AM & PM) and 1 additional outdoor service area permit from Sushi Japan Inc. to Gold Coin Inc. (d/b/a Kaishin Izakaya) located at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI.

B. Resolution to direct the Engineering Department to proceed with the final design of Wimbleton Drive (Phase 2) to include the planned improvements to the sewer and water mains with cape seal treatment of the road surfaces within the project area.

C. Resolution to approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the Peter Cotton Trail event on Saturday, March 28, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

D. Resolution to approve the METRO Act Application of Ezee Fiber Texas, LLC, and the METRO Act Permit for the project locations shown on the exhibit. In addition, authorize the Mayor and City Clerk to sign the Bilateral Form on behalf of the City, and to direct the City Attorney to assure Ezee Fiber's adherence to City ordinances and all other requirements to assure protection of City public property.

E. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled Yasamin Aziz, et al v City of Birmingham, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen.

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

F. 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.

G. 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. Communication regarding 400 E. Lincoln
B. Communication regarding Poppleton Park
C. Communication regarding Arlington and Shirley
D. Communication regarding Parking
E. Communication regarding Infrastructure

XI. REPORTS

A. Commissioner Reports
B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
    1. Greenwood Cemetery Advisory Board Annual Report
D. Legislation
E. City Staff
    1. Greenwood Cemetery Advisory Board Ordinance and Membership

INFORMATION ONLY

XII. ADJOURN

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

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

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

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

BIRMINGHAM
A WALKABLE CITY

NOTICE OF INTENTION TO APPOINT TO THE ARCHITECTURAL REVIEW COMMITTEE

At the meeting of Monday, October 27, 2025, the Birmingham City Commission intends to appoint one regular member to the Architectural Review Committee to serve the remainder of a three-year term to expire April 11, 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 22, 2025. These applications will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on the appointments.

Board Duties

The purpose of the Architectural Review Committee is to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.

Members of this committee will be appointed by the City Commission. The committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	**Qualifications** Michigan Licensed Architect & resident of the City of Birmingham
Benjamin Motyl	16-year resident and licensed Architect with a Bachelors of Architecture from Thomas Jefferson University.

SUGGESTED ACTION:

To appoint_____ as a regular member to the Architectural Review Committee to serve the remainder of a three-year term to expire April 11, 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.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#92]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Tue, Oct 7, 2025 at 10:34 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	ARCHITECTURAL REVIEW COMMITTEE
Specific Category/Vacancy on Board (see below)	• Licensed architect and resident of Birmingham
Name	Benjamin 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 **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.**	benmotyl@gmail.com
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 experience and a resident of Birmingham, I am passionate about contributing to the thoughtful innovative development and preservation of our city's built environment. My professional background has given me a deep understanding of architectural design, contextual sensitivity, and the importance of maintaining the aesthetic and historical integrity of our community.
I believe the Architectural Review Committee plays a vital role in shaping Birmingham's future while honoring its past. My experience working on projects that balance innovation with respect for existing character makes me well-suited to support the committee's mission. I bring a collaborative approach, design expertise, technical expertise, and a strong appreciation for the architectural values that define Birmingham.
Serving on this committee would allow me to give back to the city I call home and help ensure that new developments continue to reflect the quality and character that make Birmingham unique.

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 direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	none
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

ARCHITECTURAL REVIEW COMMITTEE

Resolution #: 03-101-04

Purpose: To review certain public improvement projects initiated by the city and referred to the committee by the city manager or his/her designee. The committee is expected to offer opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the city's overall physical environment.

Members: The committee shall consist of three Michigan licensed architects who reside in the City of Birmingham.

Term: Three years

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Alvarez-Isasi 937 Smith	**Javier**	(718) 490-9833 *jalvarez.isasi@gmial.com*	9/18/2023 Michigan Licensed Architect & Resident of Birmingham	4/11/2026
Bertollini 1275 Webster	**Larry**	(248) 646-6677 *lbertollini@att.net*	6/25/2012 Michigan Licensed Architect & Resident of Birmingham	4/11/2027
Vacated	**4/8/2025**		Michigan Licensed Architect & Resident of Birmingham	4/11/2028

03-29-04

03-101-04 AD HOC ARCHITECTURAL REVIEW COMMITTEE

Mr. Sabo introduced this resolution and stated that this committee does not create another level of review.

Commissioner Hoff suggested that architects be considered who work in the city as well as live in the city.

Mr. Markus responded that he felt that members who lived in the city would be more practical with the city taxes.

MOTION: Motion by Thorsby, seconded by Plotnik:

Whereas, the Downtown Birmingham 2016 report Process Two, page 45, of the final report dated November 1, 1996 found that certain discretionary aesthetic decisions are, of necessity, made by City staff, and

Whereas, in the discussion of Process Two it was noted that the physical design of certain improvements within the City do not receive the benefit of an eye worthy of a City that considers itself the artistic capital of the region, and

Whereas, in the recommendation of Process Two it was suggested that the position of consulting town architects could be created to advise staff in matters of design review, and

Whereas, the Planning Division recommended, in a report to the City Commission dated February 23, 2004, that an architectural review Ad Hoc committee be created for a one year trial period, and

Whereas, the Birmingham City Commission determined that such an Ad Hoc committee should be created for a one year trial basis for purposes of reviewing certain public improvement projects and offering advisory opinions.

Now Therefore Be It Resolved that an Ad Hoc Architectural Review Committee for review of certain public improvement projects is hereby established and is subject to the following provisions:

1. A three member committee shall consist of three Michigan licensed architects who reside in the City of Birmingham. The members shall be appointed by the City Commission for a term of one year from the date of appointment.

2. The purpose of the Architectural Review Committee shall be to meet in properly noticed public meetings to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The committee is expected to offer advisory opinions as to what physical alterations or enhancements could be made to these projects in order to

improve the aesthetic quality of the project and the City's overall physical environment.

3. Only those public projects which are initiated after the appointment of all Ad Hoc Architectural Committee members and which are referred by the City Manager or his/her designee shall be reviewed by the committee. Generally, only those projects which are above grade improvements, and/or for which no other appointed board or committee review is conducted, and/or for which no adopted City standard is in place for the proposed improvement would be reviewed by the committee.

4. It is intended that the review process will not cause additional time to be added to the improvement process so as to be seamless in the review of certain public improvement projects. It is anticipated that the committee and appropriate City staff will arrange for an orderly flow of meetings early enough in the improvements process to minimize the added cost of any aesthetic enhancement that may be added to a public improvement. The City Manager or his/her designee will be the final determinant in deciding whether to incorporate the advisory recommendations or not. The determination will be reported to the committee and included in the minutes/records of the committee.

5. The City staff will keep minutes/records of the meetings of the committee which will be available to the public.

6. The committee will operate for a period of one year from the date of the last appointment of the three member committee.

7. During the last month of the operation of the committee the City Manager or his/her designee will file a report with the City Commission as to the operation of the committee so that the Commission may determine if they wish to continue the operation of the committee beyond the one year trial period.

8. The City Clerk is hereby directed to advertise the vacancies on this committee and arrange for the applicants to be interviewed by the City Commission for appointment to this committee.

Mr. Markus responded to Clinton Baller that this could become a standing committee after a trial period. Mr. Baller also suggested that the language include landscape architects as well. Mr. Markus clarified that only city projects which are not already designed by architects or landscape architects would be sent to this review committee.

VOTE: Yeas, 7
Nays, None
Absent, None

ARCHITECTURAL REVIEW COMMITTEE FOR REVIEW OF CERTAIN PUBLIC IMPROVEMENT PROJECTS

Whereas, the Downtown Birmingham 2016 report Process Two, page 45, of the final report dated November 1, 1996 found that certain discretionary aesthetic decisions are, of necessity, made by City staff, and

Whereas, in the discussion of Process Two it was noted that the physical design of certain improvements within the City do not receive the benefit of an eye worthy of a City that considers itself the artistic capital of the region, and

Whereas, in the recommendation of Process Two it was suggested that the position of consulting town architects could be created to advise staff in matters of design review, and

Whereas, the Planning Division recommended, in a report to the City Commission dated February 23, 2004, that an architectural review Ad Hoc committee be created for a one year trial period, and

Whereas, on March 29, 2004, the City Commission created an Architectural Review Ad Hoc committee for a one year trial period for purposes of reviewing certain public improvement projects and offering advisory opinions, and

Whereas the City Commission has determined that the involvement of the Ad Hoc Architectural Review Committee has been beneficial and should be created as a standing committee.

Now Therefore Be It Resolved that an Architectural Review Committee for review of certain public improvement projects is hereby established as a standing committee and is subject to the following provisions:

1. A three member committee shall consist of three Michigan licensed architects who reside in the City of Birmingham. The members shall be appointed by the City Commission for a term of three years fro the date of appointment. The initial terms of the committee shall be one term for one (1) year, one term for (2) years, and one term for three (3) years beginning from the date of appointment. Thereafter, all terms shall be for three years. Members shall serve without compensation and shall serve until replaced. Members may be removed by majority vote of the city commission.
2. The purpose of the Architectural Review Committee shall be to meet in properly noticed public meetings to review certain <u>public</u> improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The committee is expected to offer advisory opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.

3. Only those public projects which are initiated after the appointment of all Ad Hoc Architectural Committee members and which are referred by the City Manager or his/her designee shall be reviewed by the committee. Generally, only those projects which are above grade improvements, and/or for which no other appointed board or committee review is conducted, and/or for which no adopted City standard is in place for the proposed improvement would be reviewed by the committee.

4. It is intended that the review process will not cause additional time to be added to the improvement process so as to be seamless in the review of certain public improvement projects. It is anticipated that the committee and appropriate City staff will arrange for an orderly flow of meetings early enough in the improvements process to minimize the added cost of any aesthetic enhancement that may be added to a public improvement. The City Manager or his/her designee will be the final determinant in deciding whether to incorporate the advisory recommendations or not. The determination will be reported to the committee and included in the minutes/records of the committee.

5. The City staff will keep minutes/records of the meetings of the committee which will be available to the public.

CITY COMMISSION MEETING MINUTES
APRIL 11, 2005
MUNICIPAL BUILDING, 151 MARTIN
7:30 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Rackeline J. Hoff called the meeting to order at 7:30PM.

II. ROLL CALL

Present: Mayor Hoff
Commissioner Carney
Commissioner McDaniel
Commissioner McKeon
Commissioner Moore
Commissioner Plotnik
Commissioner Thorsby

Absent: None

Administration: Manager Markus, Deputy Clerk Broski, Attorney Currier, Planners Ecker and Bashiri, Management Specialist Valentine, Police Chief Patterson, Deputy Chief Studt, EPS Director Dembiec, PSD Director Heiney

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

04-103-05 APPOINTMENT TO THE PUBLIC ARTS BOARD

MOTION: Motion by Plotnik:
To appoint Christine Schefman, District Art Gallery, 955 S. Eton, to the Public Arts Board to serve a three-year term to expire January 28, 2008.

VOTE: Yeas, 7
Absent, None

04-104-05 ARCHITECTURAL REVIEW COMMITTEE

In response to Commissioner Thorsby, the City Manager reviewed the activities of the committee over the past year.

Commissioner McDaniel expressed concern with taking the committee out of the ad hoc category. He questioned what the city gains by making it a standing committee.

Mr. Markus explained that in removing the ad hoc status, the commission can still dissolve the committee or remove a member if they desire. He stated that the intent was to try it for a year, if beneficial, make it permanent.

MOTION: Motion by Plotnik, seconded McKeon:

Whereas, the Downtown Birmingham 2016 report Process Two, page 45, of the final report dated November 1, 1996 found that certain discretionary aesthetic decisions are, of necessity, made by City staff, and

Whereas, in the discussion of Process Two it was noted that the physical design of certain improvements within the City do not receive the benefit of an eye worthy of a City that considers itself the artistic capital of the region, and

Whereas, in the recommendation of Process Two it was suggested that the position of consulting town architects could be created to advise staff in matters of design review, and

Whereas, the Planning Division recommended, in a report to the City Commission dated February 23, 2004, that an architectural review Ad Hoc committee be created for a one year trial period, and

Whereas, on March 29, 2004, the City Commission created an Architectural Review Ad Hoc committee for a one year trial period for purposes of reviewing certain public improvement projects and offering advisory opinions, and

Whereas the City Commission has determined that the involvement of the Ad Hoc Architectural Review Committee has been beneficial and should be created as a standing committee.

Now Therefore Be It Resolved that an Architectural Review Committee for review of certain public improvement projects is hereby established as a standing committee and is subject to the following provisions:

1. A three member committee shall consist of three Michigan licensed architects who reside in the City of Birmingham. The members shall be appointed by the City Commission for a term of three years from the date of appointment. The initial terms of the committee shall be one term for one (1) year, one term for (2) years, and one term for three (3) years beginning from the date of appointment. Thereafter, all terms shall be for three years. Members shall serve without compensation and shall serve until replaced. Members may be removed by majority vote of the city commission.
2. The purpose of the Architectural Review Committee shall be to meet in properly noticed public meetings to review certain public improvement projects initiated by the City and referred to the committee by the City Manager or his/her designee. The committee is expected to offer advisory opinions as to what physical alterations or enhancements could be made to these projects in order to improve the aesthetic quality of the project and the City's overall physical environment.
3. Only those public projects which are initiated after the appointment of all Ad Hoc Architectural Committee members and which are referred by the City Manager or his/her designee shall be reviewed by the committee. Generally, only those projects which are above grade improvements, and/or for which no other appointed board or committee review is conducted, and/or for which no adopted City standard is in place for the proposed improvement would be reviewed by the committee.
4. It is intended that the review process will not cause additional time to be added to the improvement process so as to be seamless in the review of certain public improvement projects. It is anticipated that the committee and appropriate City staff will arrange for an orderly flow of meetings early enough in the improvements process to minimize the added cost of any aesthetic

enhancement that may be added to a public improvement. The City Manager or his/her designee will be the final determinant in deciding whether to incorporate the advisory recommendations or not. The determination will be reported to the committee and included in the minutes/records of the committee.

5. The City staff will keep minutes/records of the meetings of the committee which will be available to the public.

In response to a question from Clinton Baller, Mr. Markus explained that the duties of the committee will not change.

VOTE: Yeas, 7
Nays, None
Absent, None

In response to a question from Mayor Hoff, Christopher Longe expressed that it is a worthwhile committee.

MOTION: Motion by McKeon:
To appoint Michael Willoughby to the Architectural Review Committee for a one-year term to expire April 11, 2006.

VOTE: Yeas, 7
Absent, None

MOTION: Motion by McDaniel:
To appoint Christopher Longe to the Architectural Review Committee for a two-year term to expire April 11, 2007

VOTE: Yeas, 7
Absent, None

MOTION: Motion by Plotnik:
To appoint Scott Bonney to the Architectural Review Committee for a three-year term to expire April 11, 2008.

VOTE: Yeas, 7
Absent, None

The Deputy Clerk administered the oath of office to the appointed board members.

The Mayor recognized Chuck Moss, County Commissioner.

IV. CONSENT AGENDA

7:45PM

04-105-05 APPROVAL OF THE CONSENT AGENDA

The following items were removed from the consent agenda:

Item A (Minutes of March 21, 2005) by Commissioner McDaniel
Item J (Parking on Bird Street) by Commissioner Plotnik
Item S (2005 Sidewalk Replacement Program) by Clinton Baller

Commissioner McDaniel recused himself from the three payments to Walbridge Aldiner on the March 30, 2005 warrant list, as his wife is employed with the company.

Commissioner McKeon recused herself from check #159903 to Teknicolors, on the April 6, 2005 warrant list, as the owner is a friend.

MOTION: Motion by Thorsby, seconded by Carney:
To approve the consent agenda as follows:

B. Approval of warrant list of March 23, 2005 in the amount of $1,018,615.12.
C. Approval of warrant list of March 30, 2005 in the amount of $112,533.72.
D. Approval of warrant list of April 6, 2005 in the amount of $200,960.86.
E. Resolution approving the appointment of election inspectors for the May 3, 2005 election pursuant to MCL 168.674(1).
F. Resolution that the city precincts will be used for all future elections including those which have school issues on the ballot.
G. Resolution setting a public hearing on April 25, 2005 to consider the appeal of the revocation of the valet license of Great Lakes Valet in accordance with Section 26-333(e) of the city code.
H. Resolution appointing Katherine Maertens to the Public Arts Board as a non-voting member for the remainder of the calendar year.
I. Resolution designating two 10-minute parking spaces in front of 152 W. 14 Mile Road.
K. Resolution approving a request from the Principal Shopping District requesting permission to hold Day on the Town in downtown Birmingham, July 23, 2005 from 10:00AM to 10:00PM, 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.
L. Resolution approving a request submitted by the Principal Shopping District requesting permission to hold Summer in the City on the front steps of city hall from July 1, 2005 – August 26, 2005, Friday nights at 6:30PM, 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.
M. Resolution approving a request from the Community House, requesting permission to hold the Garden Market in Lot #7 from 8:00AM to 2:00 PM, on June 11, 2005 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.
N. Resolution setting a public hearing date of May 9, 2005 to consider ordinance amendments to sections 126-248, 126-272, 126-273 and 126-347, Zoning, of the Code of the City of Birmingham, to permit outdoor cafes as of right in O-1 and O-2 zone districts and to amend the provisions for outdoor cafes.

O. Resolution setting a public hearing date of May 9, 2005 to consider an ordinance amendment to section 126-451(a), Zoning, of the Birmingham City Code to increase the number of permitted stories in D-2 & D-3.

P. Resolution approving the bid amount and option bid of $28.25/catch basin and $0.50/linear foot for catch basin leads respectively from DownUnder Municipal Services and authorizing the mayor and clerk to sign the contract on behalf of the city upon receipt of proper insurances.

Q. Resolution setting a public hearing date of May 9, 2005 to consider amending Chapter 126, Zoning, of the Birmingham City Code in its entirety.

R. Resolution authorizing the mayor to sign on behalf of the city the agreement between the City and CN Railroad concerning the removal and replacement of the Adams Road Bridge.

ROLL CALL VOTE:

Yeas,	Commissioner Carney
	Commissioner McDaniel
	Commissioner McKeon
	Commissioner Moore
	Commissioner Plotnik
	Commissioner Thorsby
	Mayor Hoff
Nays,	None
Absent,	None
Absention,	Commissioner McDaniel from items on C.
	Commissioner McKeon from item on D.

04-106-05 PARKING ON BIRD STREET

MOTION: Motion by Plotnik, seconded by Moore:
To move this item forward on the agenda.

VOTE: Yeas, 7
Nays, None
Absent, None

Commissioner Plotnik expressed that this is an important issue to make public.

Deputy Chief Studt explained that this came before the Traffic and Safety Board as part of the student safety drop off/pick up plan at Pierce Elementary. He explained there is no parking around the school except for the area on Bird from Edgewood to the driveway.

Jim Lalik, Assistant Principal of Pierce Elementary, presented a diagram of the school. He pointed out the area that causes a difficult situation when turning out of the parking lot.

In response to a question from Mayor Hoff, Mr. Lalik explained that it is primarily parents picking up their children who park in this area. They have been advised to use the parking lot, which is safer.

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Birmingham City Commission-Planning Board Minutes
September 29, 2025
Department of Public Works
851 S. Eton
7:30 p.m.
Vimeo Link: https://vimeo.com/1122995175

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Commission

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

Planning Board

ROLL CALL:	Present:	Chair Scott Clein
		Vice Chair Bryan Williams
		Robin Boyle
		Daniel Share
		Janelle Whipple-Boyce
		Duncan Currie, alternate
		Carter Andersen, student
	Absent:	Stuart Jeffares
		Bert Koseck
		Nasseem Ramin, alternate
		Olivia Betanzos, student

Staff: City Manager Ecker; City Planner Blizinski, Deputy City Clerk Brown, City Manager Ecker, City Attorney Gaudenzi

III. PUBLIC COMMENT

Public comment occurred after each discussion topic.

IV. DISCUSSION TOPICS

A. Zoning Ordinance Update

CP Blizinski presented the item. Staff answered informational questions.

Commissioners and Planning Board members raised the following points during

discussion:

- The City should presently begin providing basic information about zoning ordinances and zoning ordinance reform via all communication channels in order to help inform the public about the process.
- It will be important to anticipate residents' concerns and to communicate clearly, regularly, and proactively in order to reduce those concerns.
- The purpose of a zoning ordinance should be clarified at the beginning of the community outreach process.
- Presentations to the community should start with fundamentals and terminology. It is reasonable to assume that many residents have limited familiarity with planning language, concepts, and terms.
- Staff did an excellent job creating the RFP and presenting the item.
- Opportunities for public engagement are critical and are embedded throughout the process.
- The Planning Board and Commission should interact a bit further after step seven and prior to final adoption of the zoning ordinance.
- The present zoning ordinance will form the foundation for the new zoning ordinance.
- Most of the changes will include eliminating redundancies and inconsistencies within the present ordinance and integrating aspirations from the 2040 Plan in order to create a more modern, clear, and adaptable zoning ordinance.
- Increased ease of use should be a top priority within this process.
- The majority of the 2040 Plan and this process remain focused on maintaining and expanding upon Birmingham's successes, not upon making significant changes.
- Residents do not need to be concerned about changes to their quality of life or their investment in the community stemming from this process.
- Residents sometimes do not understand that certain changes can occur 'by right', even if neighbors might have contrary preferences.
- This process is an opportunity for residents to provide feedback on what can occur 'by right'.
- It will be helpful to have outside consultants review the structure and intent of the zoning ordinance, and to bring it more into alignment with the City's goals.
- It will be important to understand if and how the consultants will use large language models or other artificial intelligence-like programs. If they are used, this must be noted in the consultant's work. While large language models or other artificial intelligence-like programs are fast, they are not always accurate.
- This comprehensive approach to the zoning ordinance will be helpful. It will be important to select a consultant who can provide good insight into contemporary zoning reform, along with benchmarking and information on best practices.
- It will be important to complete this process with appropriate speed in order to reduce the public confusion that could arise from incomplete aspects.
- This process is important and overdue. In order to have a superlative zoning ordinance, the City must go through this process. Clarity and public engagement will be important.
- Using visuals in public communication in order to clarify the intended changes will be helpful.
- The bullet point presentation was helpful and it was requested it be used again.
- It could be helpful to get other boards involved in this process.

- In this process, the Planning Board should focus on how to protect and maintain Birmingham's successes. It should aim to limit potential unintended consequences that could arise from changes proposed during the revision process.
- Maintaining individual neighborhood characters is important.
- Parking requirements for site plans will be reviewed as part of this process.
- It was positive that both the Planning Board and Commission would be participating in the consultant selection process.
- It would likely be most efficient for consultant interviews and evaluation to occur at the Planning Board level, and then for the Board's recommendation to be advanced to the Commission.
- Alternatively, since it is important for residents to feel this process is as transparent as possible, it might be appropriate for the Board to recommend two or three consultants who could then be interviewed by the Commission.
- Since each Planning Board member has a different background and perspective, the Commission and the community can anticipate a broad-based, thorough review.
- Birmingham's Planning Board is particularly qualified, and its assessments should be taken seriously by the Commission.
- Updating and simplifying the zoning ordinances will improve life for residents, City staff, and the Planning Board. Once this process is complete, it would be valuable to improve other ways of communicating with the public and to improve instructional materials in order to make planning processes less burdensome.
- It would likely be appropriate for Commissioners to receive the deliverables that the consultants will be providing at different points during the process.
- Some possible progress updates to the Commission could be offered at some to-be-determined points in the process, including after step five, and at the end. Alternatively, quarterly progress reviews at the Commission level could also be considered, or updates at each future joint Planning Board-Commission meeting during the process.
- It could be appropriate for staff to provide written summaries of the progress made at selected intervals.

V. COMMUNICATIONS

VI. ADJOURN

The Commission motioned to adjourn at 8:30 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

Birmingham City Commission Minutes
October 6, 2025
Municipal Building, 151 Martin
4:30 p.m.
Vimeo Link: https://vimeo.com/1124901331

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 (arrived 4:48 p.m.)
Commissioner Haig
Commissioner Host
Commissioner Schafer (arrived 4:36 p.m.)

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Human Resources Manager Cilluffo, Assistant City Manager Clemence, Assistant City Manager Fairbairn, Parking Systems Manager Ford, City Attorney Gaudenzi, Police Chief Grewe

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

Announcements
Appointments

Benjamin Motyl was interviewed for the Historic District Commission. He was not appointed. He was asked to apply for a position on the Design Review Board.

10-279-25 Museum Board

Judith Keefer was interviewed for the appointment.

MOTION: Motion by Emerine:
To appoint Judith Keefer as a regular member to serve the remainder of a three-year term to expire July 5, 2027.

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

10-280-25 Advisory Parking Committee

Patricia Hardy was interviewed for the appointment.

MOTION: Motion by Baller:
To appoint Patricia Hardy 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.

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

10-281-25 Board of Zoning Appeals

Richard Lilley was interviewed for the appointment.

MOTION: Motion by Baller:
To appoint Richard Lilley as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2028.

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

10-282-25 Board of Zoning Appeals

In Mr. Reddy's absence, it was noted this would be a reappointment.

MOTION: Motion by Host:
To appoint Ron Reddy as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2028.

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

10-283-25 Historic District Commission

In Mr. Willoughby's absence, it was noted this would effectively be a reappointment.

MOTION: Motion by Haig:
To appoint Michael Willoughby as a regular member to the Board of Zoning Appeals to serve a three-year term to expire October 10, 2028.

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

10-284-25 Design Review Board

MOTION: Motion by Haig:
To appoint Michael Willoughby as a regular member to the Design Review Board to serve the remainder of a three-year term to expire September 25, 2028.

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

CC Bingham swore in the present appointees.

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

Richard Brodsky commented regarding Wimbleton and potential funding from the state for road improvements.

V. CONSENT AGENDA

10-285-25 Consent Agenda

MOTION: Motion by Long, seconded by Host:
To approve the consent agenda with the exception of Items C and J.

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

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.

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.

10-286-25 City Commission Regular Meeting Minutes of September 15, 2025

Commissioner Haig pulled Item C and suggested one addition.

MOTION: Motion by Haig, seconded by Long:
To approve Item 5C with the noted amendment.

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

10-287-25 Greenwood Cemetery Advisory Board Composition

MPT Baller pulled Item J. Staff answered an informational question from MPT Baller.

MOTION: Motion by Baller, seconded by Haig:
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.

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

VI. CITY MANAGER'S REPORT

VII. UNFINISHED BUSINESS

10-288-25 Request for Proposals for a Professional Owner's Representative to Explore Public/Private Partnership Opportunities

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

Commissioners raised the following points during discussion:

- The City's experience with the N. Old Woodward project demonstrated the importance of having good guidance when navigating a potential public-private partnership (P3).
- Allowing a building taller than the ordinance maximums in some circumstances might be appropriate if the City receives a significant benefit in return.
- Changing zoning ordinances to allow certain projects could be a multi-year process.
- The Commission should support exploring P3s for the benefit of the residents.
- The City needs an expert in analyzing and making recommendations regarding P3s and the potential public benefit.
- Some of the previous comments were outside the scope of this agenda item, and could be addressed at a later date.
- It might be helpful for members of the public to understand the related considerations, even though they are beyond the scope of the present item.

MOTION: Motion by Long, seconded by Schafer:
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.

Public Comment
Bill Kolb commented regarding the compensation structure outlined in the RFP.

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

VIII. NEW BUSINESS

10-289-25 Public Hearing - for Condemnation of a Dangerous Structure at 611 Elm Street

The Mayor opened the public hearing at 5:13 p.m.

City Attorney Gaudenzi presented the request for postponement.

Seeing no public comment, the Mayor closed the public hearing at 5:15 p.m.

MOTION: Motion by Longe, seconded by Haig:
We have postponed the public hearing regarding the condemnation of a Dangerous Structure at 611 Elm Street to allow for proper notification, and to identify a date certain of the next regular City Commission meeting on 10/27/2025 at the normal time of 7:30 p.m.

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

10-290-25 Approving the Settlement Agreement between the City and the Birmingham Police Command Officers Association

HRM Cilluffo presented the item and answered informational questions from the Commission.

MOTION: Motion by Haig, seconded by Host:
To approve 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.

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

10-291-25 Police Department Renovations and Expansion

PC Grewe and CM Ecker presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- It is positive that the City would be renovating and expanding the Police Department.
- If the Police Department encounters any other necessary changes during this project, it should return to the Commission and request the necessary funds to make those changes.
- The only expansion beyond the current walls of City Hall would be the sally port.
- The Commission previously considered a proposal to modernize and improve the Police Department as well as other City department facilities. Taxpayers might be interested in supporting such a proposal.
- There are a few distinct projects that are relatively high priority within the City. While addressing high priority improvements as efficiently as possible is important, this project should not be delayed in the interim.
- The projected expenditure for these improvements would still be valuable, even as the Police and/or other departments are improved in other ways in the future.
- These physical improvements must be made so the Police Department can maintain its accreditation and improve its safety and working conditions.
- It would be helpful for staff to provide information on other departments' space requirements so the Commission can have a better understanding of what should be addressed in the future.

MOTION: Motion by Haig, seconded by Long:
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.

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

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

IX. REMOVED FROM CONSENT AGENDA

X. 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

A staff report on the residency requirements for the Greenwood Cemetery Advisory Board should be provided for Commission review. It might also be helpful to include a review of all residency requirements for boards and committees at that time.

Charging for parking spots used in construction staging should be brought back as an agenda item at the next reasonable opportunity.

Mr. Surnow's letter and willingness to work with the owners of Tallulah were both appreciated.

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

The Commission motioned to adjourn at 5:56 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 10/08/2025

Meeting of 10/27/2025

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
305807	*	000855	48TH DISTRICT COURT	300.00
305808	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	4,380.00
305810	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
305811		009725	ALL TRAFFIC SOLUTIONS, INC.	1,500.00
305812	*	006759	AT&T	550.00
305815	*	010026	BCT DESIGN GROUP	55.44
305816		003526	BOUND TREE MEDICAL, LLC	846.42
305817	*	006953	JACQUELYN BRITO	20.00
305819	*	009078	CANON SOLUTIONS AMERICA INC	77.57
305820	*	000444	CDW GOVERNMENT INC	614.40
305821	*	008243	CHARTER TOWNSHIP OF BLOOMFIELD	1,669.60
305822	*	MISC	OLD STURBRIDGE INC	91.91
305824	*	009145	CREATIVE COLLABORATIONS	3,800.00
305825	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	48.95
305826	*	009549	DAN'S LAWN MAINTENANCE	7,687.50
305827	*	000179	DTE ENERGY	21.78
305828	*	000179	DTE ENERGY	733.12
305829	*	000179	DTE ENERGY	661.00
305830	*	000179	DTE ENERGY	110.17
305831	*	000179	DTE ENERGY	171.53
305832	*	000179	DTE ENERGY	2,047.21
305833	*	000179	DTE ENERGY	223.35
305834	*	000179	DTE ENERGY	1,760.95
305835	*	000179	DTE ENERGY	92.49
305836		010101	DUO-GARD INDUSTRIES INC.	33,229.00
305837	*	000274	E-Z-GO DIVISION OF TEXTRON INC	128.09
305838	*	TAXMISC	ERIC & KATHERINE LARSON	2,513.53
305839		010073	FRESCO COMMERICAL CLEANING	720.00
305840	*	004604	GORDON FOOD	1,316.74
305841		010052	GREAT LAKES BENTGRASS	900.00
305842	*	008007	GREAT LAKES WATER AUTHORITY	8,964.09
305844		000726	GUARDIAN ALARM	250.00
305845	*	003132	HASTINGS AIR-ENERGY CONTROL INC	130.14
305846		010006	HJP LEGAL	1,350.00
305847	*	001956	HOME DEPOT CREDIT SERVICES	91.96
305848	*	TAXMISC	HYLANT	18,400.55
305849	*	009401	IRENE S WASSEL	1,125.00
305850		010089	K & R TRUCK SALES	2,208.54
305851		010025	KBW CRIMINAL LAW	1,233.00
305852	*	009822	LAW OFFICES OF JOSHUA L. HADLEY, PL	472.50
305853	*	009422	ALEX LINKE	311.59
305854	*	009085	MGSE SECURITY LLC	201.00

City of Birmingham
Warrant List Dated 10/08/2025

Check Number	Early Release	Vendor #	Vendor	Amount
305855	*	009200	MICHAEL MORRISON	5,625.00
305856	*	001783	MMTA	198.00
305858		002853	OAKLAND COMMUNITY COLLEGE	1,125.00
305859	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	282.00
305861	*	009827	PARKER TECHNOLOGY, LLC	4,429.95
305862		004137	R & R FIRE TRUCK REPAIR INC	884.84
305863		008852	REDGUARD FIRE & SECURITY INC	300.00
305864	*	002806	SAM'S CLUB/SYNCHRONY BANK	330.27
305865		007817	SAND SALES COMPANY LLC	1,957.34
305866		007697	SAVE THE MOMENT	201.40
305867		009222	SAVERS WHOLESALE PRINTING	777.75
305868	*	007142	SHERWIN-WILLIAMS COMPANY	42.18
305869	*	009009	SIGNATURE CLEANING LLC	4,937.99
305870		000260	SPARTAN DISTRIBUTORS INC	1,119.80
305871		009201	STEPHEN SHUKWIT	2,350.00
305872		009955	STEVE BOZYNSKI	319.52
305874	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,040.00
305875		004379	TURNER SANITATION, INC	150.00
305877	*	007226	VALLEY CITY LINEN, INC	42.24
305878		000931	VARSITY SHOP	111.20
305879	*	000158	VERIZON WIRELESS	1,026.62
305880	*	000158	VERIZON WIRELESS	49.26
305881	*	000158	VERIZON WIRELESS	295.56
305882	*	000158	VERIZON WIRELESS	76.02
305883	*	000158	VERIZON WIRELESS	859.67
305884	*	000158	VERIZON WIRELESS	1,122.90
305885	*	TAXMISC	VICTOR & MICHELLE SAROKI	3,786.88
			SUBTOTAL PAPER CHECK	$135,029.60
ACH TRANSACTION				
14276	*	002284	ABEL ELECTRONICS INC	475.00
14277	*	000282	APOLLO FIRE APPARATUS SALES AND SER	1,319.58
14278	*	007345	BEVERLY HILLS ACE	26.62
14279		010117	BHIP VIGILANTE, LLC	36,130.00
14280	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	316,725.62
14281	*	008044	CLUB PROPHET	869.00
14283		006077	DI PONIO CONTRACTING INC	558,041.09
14284		009916	FASTFIELD, INC.	83.95
14285		000213	FIRE DEFENSE EQUIP CO INC	230.00
14286	*	007807	G2 CONSULTING GROUP LLC	8,333.50
14287		008105	JASON GRANROTH	2.41
14288	*	009482	JAMIL KIM	1,720.00
14289		009249	JCC CREATIVE LLC	375.00
14290	*	010110	KELDA A. LONDON	251.48

Meeting of 10/27/2025

City of Birmingham
Warrant List Dated 10/08/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14291	*	004085	KONE INC	663.12
14292		009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
14293	*	005876	KROPF MECHANICAL SERVICE COMPANY	3,692.48
14294	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,075.00
14296	*	007755	NETWORK SERVICES COMPANY	956.71
14297	*	009276	NEWTONS SOLUTIONS LLC	3,400.00
14298	*	009706	NORTHSTAR MAT SERVICE	444.82
14299		001864	NOWAK & FRAUS ENGINEERS	2,732.50
14300	*	006359	NYE UNIFORM COMPANY	2,269.00
14301	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	576,924.37
14302		009740	OPENGOV, INC	36,994.58
14303	*	009395	ORLANDO LAW PRACTICE PC	275.00
14304		006729	QUENCH USA INC	473.26
14305	*	001097	SOCWA	273,656.66
14306	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	2,046.74
14307		009128	WITMER PUBLIC SAFETY GROUP INC	1,508.00
			SUBTOTAL ACH TRANSACTION	$1,850,695.49
			GRAND TOTAL	$1,985,725.09

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 10/15/2025

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
305886	*	MISC	RICHARD FILORAMO	300.00
305888	*	005123	2400 LINCOLN, LLC	4,600.59
305889		BDREFUND	5K CONCRETE	100.00
305890	*	008015	ALL PHASE LOCK AND SAFE	690.00
305891		BDREFUND	ALLEN WOOD CONSTRUCTION	400.00
305892	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	795.00
305893		BDREFUND	AMERICAN STANDARD ROOFING	400.00
305894		BDREFUND	ANSELMINO CONSTRUCTION LLC	100.00
305895	*	009589	ALL AMERICAN VENTILATION	530.00
305897		BDREFUND	ASHLELY, COLLEEN M	100.00
305898		009541	AUGUST, LLC	35,676.91
305899		009911	AXES & IRONS	51.94
305900		BDREFUND	B-DRY SYSTEM OF SOUTHEASTERN MI INC	200.00
305901	*	008165	B5 INVESTMENTS, LLC	3,973.05
305902		BDREFUND	BABI CONSTRUCTION INC	1,450.00
305904		BDREFUND	BERNS LANDSCAPING SERVICES	200.00
305905		002231	BILLINGS LAWN EQUIPMENT INC.	463.22
305907		BDREFUND	BIRMINGHAM PLBG CO INC	200.00
305908	*	010133	BLOCKS STAND AND GREENHOUSE LLC	329.54
305910		BDREFUND	BRAND, MARY V	200.00
305911		BDREFUND	BRANDON ASCROFT LLC	100.00
305913		BDREFUND	BRUTTELL ROOFING INC	500.00
305914	*	005717	BSB COMMUNICATIONS, INC.	2,406.25
305916		BDREFUND	BUTCHER & BUTCHER CONSTRUCTION COMP	100.00
305918		003907	CADILLAC ASPHALT, LLC	2,054.99
305919	*	009078	CANON SOLUTIONS AMERICA INC	1,124.71
305920	*	007732	CAPITAL TIRE, INC.	1,584.00
305921		000571	CAR TRUCKING INC	2,167.61
305922		008488	CARLETON EQUIPMENT	399.30
305923		000595	CARRIER & GABLE INC	405.00
305924		BDREFUND	CARTER, JOHN C	1,750.00
305925	*	000444	CDW GOVERNMENT INC	986.45
305926		BDREFUND	CEDAR RESTORATION INC	100.00
305927		003413	CENTER MASS INC	476.00
305928		BDREFUND	CES ROOFING INC	25.00
305929		009137	CGS, INC	1,010.00
305930	*	007835	SARAH CHUNG	799.25
305931		BDREFUND	CLIFFORD JOSEPH COMPTON	100.00
305932		005074	COMFORT INN & SUITES	102.90
305933		BDREFUND	CONSUMERS ENERGY	100.00
305934		008512	COOL THREADS EMBROIDERY	459.97
305935		BDREFUND	COVERED CONSTRUCTION COMPANY INC	100.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
305936	*	010134	LEWIS, NORA	260.00
305937		000233	DEAN SELLERS	643.00
305939		BDREFUND	DINVERNO REMODELING AND CONSTRUCTIO	500.00
305940		009130	DOG WASTE DEPOT	1,245.24
305942		000190	DOWNRIVER REFRIGERATION SUPPLY CO.	47.64
305943	*	000274	E-Z-GO DIVISION OF TEXTRON INC	855.64
305944		007505	EAGLE LANDSCAPING & SUPPLY	458.00
305945		BDREFUND	EMBER CONSTRUCTION	200.00
305946		BDREFUND	EMERGENCY EGRESS LLC	100.00
305947		BDREFUND	EMORY, CHARLES CARPENTER	200.00
305950		001495	ETNA SUPPLY	6,860.00
305951		BDREFUND	EXTERIOR RENOVATIONS LLC	100.00
305953		BDREFUND	FHS BIRMINGHAM LLC	100.00
305954		BDREFUND	Firescape Windows	100.00
305955	*	009307	FLS PROPERTIES #5, LLC	173,341.91
305956		010017	FORTZ LEGAL SUPPORT, LLC	370.65
305958		BDREFUND	FOUNDATION RESTORATION	200.00
305959	*	BDREFUND	FRANK REWOLD AND SON INC	76,000.00
305960		BDREFUND	FRANKLIN PAVING	100.00
305961	*	007749	FUNTASTIC FACES BY DIANE	225.00
305962		MISC	GLS NORTH AMERICA	550.00
305963	*	004604	GORDON FOOD	713.19
305964		009807	GRAND ARBOR SUPPLY	265.80
305965		BDREFUND	GREGORY ADAM BOZEK JNT TR	100.00
305966		005959	H2O COMPLIANCE SERVICE INC	3,844.75
305966	*	005959	H2O COMPLIANCE SERVICE INC	840.00
305967		BDREFUND	HANSONS GROUP LLC	500.00
305968		007339	HIGHEST HONOR, INC	240.50
305969	*	001956	HOME DEPOT CREDIT SERVICES	2,389.16
305970		BDREFUND	HOME DEPOT USA INC	500.00
305972	*	009563	HOWIES HOCKEY INC	172.28
305973		BDREFUND	HRH CONSTRUCTION LLC	2,675.00
305974		BDREFUND	HUEBNER, MICHAEL	1,750.00
305975	*	009910	IDI	151.00
305977		BDREFUND	IJAZ, DEEANA	200.00
305978		009839	IMPACT RESCUE LLC	576.00
305979		000340	INDUSTRIAL BROOM SERVICE, LLC	828.80
305980	*	009551	INTERMEDIA. NET INC	773.03
305981	*	009401	IRENE S WASSEL	1,125.00
305982		BDREFUND	J & W PROPERTIES LLC	100.00
305983		BDREFUND	J D CANDLER ROOFING	100.00
305984		000344	J.T. EXPRESS, LTD.	2,982.07
305985		BDREFUND	JD CANDLER ROOFING	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
305986		BDREFUND	JEFFREY S PITT TRUST	1,600.00
305987		BDREFUND	JOZEF CONTRACTOR INC	100.00
305988	*	008413	KARANA REAL ESTATE, LLC	10,134.33
305990		BDREFUND	KEMLER BUILDING	300.00
305991		BDREFUND	KNUTH BUILDERS INC	500.00
305992		BDREFUND	KOWALSKI, SCOTT M	500.00
305993		BDREFUND	KRISTJAN DUDAJ	100.00
305994	*	000362	KROGER COMPANY	744.67
305995		BDREFUND	LAKES DEVELOPMENT GROUP	2,000.00
305996		BDREFUND	LAMARCO HOMES LLC	1,550.00
305997		BDREFUND	LANDSCAPE GARDENS INC	100.00
305998		BDREFUND	LANDSDOWNE CONTRACTING	100.00
305999		010013	LAW OFFICE OF ZENA ISSHAK, PPLC	5,447.92
306002		009375	LITHIA MOTORS, INC SUPPORT SERVICES	197.56
306003		BDREFUND	LIVE WELL CUSTOM HOMES LLC	350.00
306004		010136	MICHIGAN ASSESSORS ASSOCIATION	100.00
306005		007910	MACALLISTER RENTALS	185.82
306006	*	008248	MALWAREBYTES, INC	4,450.00
306007		010003	MANOOGIAN LAW PLLC	4,750.00
306008		BDREFUND	METRO DETROIT SIGNS INC	300.00
306009		BDREFUND	MICHIGAN BASEMENTS	200.00
306010		001660	MICHIGAN CAT	502.68
306011	*	010130	MICHIGAN ENTERTAINMENT & TALENT GRP	950.00
306012		BDREFUND	MIDWEST PAVEMENT CONTRACTING INC	100.00
306013		000230	MIKE SAVOIE CHEVROLET INC	1,133.57
306014		001950	MILLER CANFIELD PADDOCK AND STONE P	4,305.00
306015	*	007744	MOHAMED F. CHAMMAA	76.30
306016		BDREFUND	NEIGHBORHOOD MASONRY SPECIALIST	100.00
306017		BDREFUND	NELSON BROS SWR & PLBG SVC INC	1,350.00
306018		BDREFUND	NOBLE BUILDING COMPANY	200.00
306019		BDREFUND	NOBLE DEVELOPMENT INC	200.00
306020	*	009748	NORTHSTAR PAINTING	16,003.00
306021		BDREFUND	OAK CONSTRUCTION	100.00
306022	*	000477	OAKLAND COUNTY	5,667.50
306023	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	301.00
306024		BDREFUND	OTTNEY, SHARON M	1,750.00
306025		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
306026	*	MISC	PETER RUBY	240.00
306028		009951	PRINTMASTERS	46.00
306029		BDREFUND	PRISM	100.00
306030		BDREFUND	PROTHERO'S CONSTRUCTION	100.00
306031	*	009394	RABAA & NACHAWATI PLLC	375.00
306032		BDREFUND	RAJENDER REDDY ALUGUBELLI	100.00

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Check Number	Early Release	Vendor #	Vendor	Amount
306033		BDREFUND	RENEWAL BY ANDERSEN	700.00
306035		BDREFUND	ROBERT GREGORY HOMES	1,000.00
306036		BDREFUND	ROMINE LANDSCAPES, INC.	200.00
306037		BDREFUND	ROSENBLUM, SCOTT D	100.00
306038		BDREFUND	ROYAL OAK BUILDING CO LLC	300.00
306039	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,227.50
306041	*	010132	AMIRAS HENNA LLC	230.00
306042		009548	SHARE CORPORATION	441.26
306043		BDREFUND	SIGNARAMA	300.00
306044		BDREFUND	SIGNGRAPHIX, INC.	400.00
306045		BDREFUND	SIGNS & ENGRAVING INC	300.00
306046		BDREFUND	SIGNS & MORE	300.00
306047		BDREFUND	SIGNS BY CRANNIE INC	300.00
306049		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
306050		000260	SPARTAN DISTRIBUTORS INC	104.79
306051	*	001716	SPEEDY TEES INC	275.00
306052	*	009964	STAGE2 DATA INC.	1,491.84
306053		010043	STAMELL LAW, PLLC	1,093.75
306054	*	005351	STATE OF MICHIGAN	75.00
306055		BDREFUND	STEVEN H SCHOLL	200.00
306056		009867	SUBURBAN LANDSCAPING MANAGEMENT INC	90.00
306057		BDREFUND	Swift Services, LLC	100.00
306058	*	001076	TAYLOR FREEZER OF MICH INC	325.00
306060		BDREFUND	TEMPLETON BUILDING COMPANY	500.00
306062		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00
306063		BDREFUND	TOWN BUILDING COMPANY	2,500.00
306065	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	7,427.00
306066		BDREFUND	TROST BUILDING COMPANY	200.00
306067		004379	TURNER SANITATION, INC	150.00
306067	*	004379	TURNER SANITATION, INC	1,830.00
306068		BDREFUND	UNITED MASONRY & HARDSCAPE LLC	200.00
306069	*	008941	UPTOWN MARKET OF BIRMINGHAM	95.72
306071	*	001279	US FIGURE SKATING ASSOC.	57.00
306073	*	000158	VERIZON WIRELESS	152.46
306074	*	009806	VFP FIRE SYSTEMS	3,395.00
306075		006491	VILLAGE AUTOMOTIVE INC	1,061.04
306076	*	002996	GREG WALD	319.83
306077	*	010131	CHERRY MONKEYS INC	210.00
306078		BDREFUND	WHOLE ARMOR CONSTRUCTION	100.00
306079		007362	WINTERGREEN CORPORATION	22,210.00
306080		010135	WOLL, PAULINE, ESQ	1,500.00
306081	*	000309	ZEP SALES AND SERVICE	118.49
			SUBTOTAL PAPER CHECK	$471,586.37

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Check Number	Early Release	Vendor #	Vendor	Amount
ACH TRANSACTION				
14318		003708	AIRGAS USA, LLC	465.90
14322	*	000517	BEIER HOWLETT P.C.	52,753.54
14323	*	007345	BEVERLY HILLS ACE	149.59
14324		006683	BIRMINGHAM LAWN MAINTENANCE, INC	26,439.20
14324	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	718.00
14325	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
14326		009183	BOB ADAMS TOWING	275.60
14327	*	003282	LISA MARIE BRADLEY	405.63
14328	*	009396	CECILIA QUIRINDONGO BAUNSOE	750.00
14329	*	009122	CLAIRE CHUNG	262.50
14330		000605	CINTAS CORPORATION	398.88
14331		000605	CINTAS CORPORATION	46.33
14332	*	000605	CINTAS CORPORATION	267.17
14335		002668	CONTRACTORS CLOTHING CO	1,373.71
14336		001367	CONTRACTORS CONNECTION INC	264.00
14337		009873	D/A CENTRAL INC.	334.19
14338	*	009557	ZECO, LLC	330.00
14339		009515	KAMERON DIMITRY	327.60
14340	*	000565	DORNBOS SIGN & SAFETY INC	4,058.22
14342		000196	EJ USA, INC.	1,041.70
14343		009741	ELIZABETH RAIS	257.60
14344	*	009998	EMME KRAMER	173.25
14345	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	720.00
14346	*	009387	FRAIBERG & PERNIE PLLC	2,250.00
14347	*	009387	FRAIBERG & PERNIE PLLC	6,338.54
14348	*	007807	G2 CONSULTING GROUP LLC	15,329.50
14349	*	000243	GRAINGER	212.68
14350	*	001672	HAYES PRECISION INC	90.00
14351	*	003824	THOMAS I. HUGHES	785.60
14352		000948	HYDROCORP	11,393.00
14353	*	009390	IDUMESARO LAW FIRM, PLLC	2,081.25
14354		000261	J.H. HART URBAN FORESTRY	63,900.00
14356		009298	JCR SUPPLY INC	195.34
14357	*	009559	JENETTE MAITZ	1,485.50
14358	*	003458	JOE'S AUTO PARTS, INC.	1,648.27
14359	*	004085	KONE INC	2,086.45
14360	*	008553	L.G.K. BUILDING, INC	20,000.00
14361	*	003404	LADUKE ROOF.& SHT.METAL CORP	1,830.00
14362	*	009392	LAMB LEGAL CONSULTING SERVICES	2,050.00
14363	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,650.00
14364	*	005550	LEE & ASSOCIATES CO., INC.	2,563.70
14365	*	009398	MARCIA C ROSS PC	3,812.50

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Check Number	Early Release	Vendor #	Vendor	Amount
14366	*	009888	MEGAN BECK	663.75
14369		001194	NELSON BROTHERS SEWER	544.00
14370	*	007755	NETWORK SERVICES COMPANY	7.14
14371		001864	NOWAK & FRAUS ENGINEERS	3,460.00
14372	*	006359	NYE UNIFORM COMPANY	124.50
14373	*	009395	ORLANDO LAW PRACTICE PC	375.00
14374	*	002767	OSCAR W. LARSON CO.	255.00
14375	*	005688	PEGASUS ENTERTAINMENT INC	1,080.00
14376	*	001753	PEPSI COLA	519.30
14377		009820	PLUNKETT COONEY	20,123.00
14378		008866	PRECISION CONCRETE CUTTING INC	56,151.60
14379	*	003554	RKA PETROLEUM	10,100.35
14380	*	000478	ROAD COMM FOR OAKLAND CO	1,715.50
14381	*	001181	ROSE PEST SOLUTIONS	577.00
14382	*	003785	SIGNS-N-DESIGNS INC	4,168.65
14383		000254	SOCRRA	91,020.00
14384		009746	THE SAFETY COMPANY, LLC	1,070.00
14385		009128	WITMER PUBLIC SAFETY GROUP INC	1,961.65
			SUBTOTAL ACH TRANSACTION	$425,549.88
			GRAND TOTAL	$897,136.25

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 10/22/2025

Meeting of 10/27/2025

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
306082	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	59.50
306083		010109	AL'S ASPHALT PAVING CO.	380,747.12
306084	*	010129	ERIC AND ROBERT THOMPSON LLC	9,400.00
306085	*	002982	BLOOMFIELD TWP FIRE DEPT	70.87
306086		003526	BOUND TREE MEDICAL, LLC	1,188.42
306087		003907	CADILLAC ASPHALT, LLC	692.59
306088		000595	CARRIER & GABLE INC	205.43
306089		009985	CED TECHNOLOGIES INTERNATIONAL INC	7,216.00
306090		009137	CGS, INC	2,020.00
306091	*	007835	SARAH CHUNG	253.00
306092	*	000627	CONSUMERS ENERGY	492.08
306093	*	000179	DTE ENERGY	19.84
306094	*	000179	DTE ENERGY	964.84
306095	*	000179	DTE ENERGY	1,095.86
306096	*	000179	DTE ENERGY	87.39
306097	*	000179	DTE ENERGY	1,340.64
306098	*	000179	DTE ENERGY	45.09
306099	*	000179	DTE ENERGY	33.29
306100		000179	DTE ENERGY	35.08
306101	*	000179	DTE ENERGY	49.36
306102	*	000180	DTE ENERGY	63,260.18
306103	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
306104		000493	ED RINKE CHEVROLET BUICK GMC	11.84
306105		004493	ELITE IMAGING SYSTEMS, INC	1,773.63
306106		004615	ENGLISH GARDENS	2,994.26
306107		008139	ENVISIONWARE INC.	5,495.00
306108		000585	FARMINGTON COMM. LIBRARY	1,079.29
306109	*	000936	FEDEX	62.07
306110	*	004604	GORDON FOOD	320.60
306111		000249	GA BUSINESS PURCHASER LLC	324.64
306112		005959	H2O COMPLIANCE SERVICE INC	120.00
306112	*	005959	H2O COMPLIANCE SERVICE INC	744.00
306113		MISC	HAYLIE MAY	35.98
306114		001846	HIGHWAY MAINTENANCE&CONSTRUCTION CO	145,076.56
306115	*	001956	HOME DEPOT CREDIT SERVICES	415.11
306116		001090	INGRAM LIBRARY SERVICES	18,269.92
306119		010031	JOHN J KENNEDY	468.75
306120	*	010139	JOHN KING MUSIC LLC	4,000.00
306121		010089	K & R TRUCK SALES	2,479.28
306122		009133	KIMBERLY FENCE & SUPPLY INC	10,414.55
306123		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,346.45
306124		009766	LUNGHAMER FORD OF OWOSSO, LLC	93,069.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
306125	*	009621	MICHIGAN DEPARTMENT OF AGRICULTURE	75.00
306126	*	006461	MID AMERICA RINK SERVICES	712.43
306127		010121	MID-AMERICAN GUNITE, INC	95,026.50
306128		007163	MOBILE HEALTH RESOURCES	2,288.36
306129		MISC	MORGAN KOSCIUK	35.84
306130	*	009748	NORTHSTAR PAINTING	1,445.00
306131	*	000477	OAKLAND COUNTY	565,056.67
306132	*	009478	ODP BUSINESS SOLUTIONS, LLC	388.41
306133		006785	OVERDRIVE, INC.	18,451.89
306134		009151	PARAGON LABORATORIES INC	245.00
306135		006432	ELISABETH PHOU	35.98
306136	*	006887	LESLIE PIELACK	2,834.10
306137		009612	PLAYAWAY PRODUCTS LLC	1,062.74
306138	*	002806	SAM'S CLUB/SYNCHRONY BANK	235.81
306139	*	007142	SHERWIN-WILLIAMS COMPANY	85.05
306140		004072	SHOWCASES	160.92
306141	*	005731	SOUTHEASTERN MICHIGAN SEALANTS INC.	13,815.00
306142	*	009955	STEVE BOZYNSKI	102.90
306143		007115	TERMINIX PROCESSING CENTER	113.06
306144	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	88.00
306145	*	MISC	TREK BICYCLE ROYAL OAK	571.41
306146	*	007226	VALLEY CITY LINEN, INC	42.24
306147	*	000158	VERIZON WIRELESS	353.16
306148	*	009806	VFP FIRE SYSTEMS	850.00
306149		004497	WATERFORD REGIONAL FIRE DEPT.	175.00
306150	*	008008	JEFF ZIELKE	7.31
			SUBTOTAL PAPER CHECK	$1,471,591.70
ACH TRANSACTION				
14404	*	002284	ABEL ELECTRONICS INC	950.00
14405	*	003946	ARAMARK	113.05
14406	*	003839	MATTHEW J. BARTALINO	375.00
14407	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	170,427.30
14408		009326	CAPFINANCIAL PARTNERS, LLC	7,956.75
14408	*	009326	CAPFINANCIAL PARTNERS, LLC	15,913.50
14409		009352	CHRISTINA WOODS	365.79
14410	*	009122	CLAIRE CHUNG	156.25
14411		000605	CINTAS CORPORATION	14.50
14412	*	000605	CINTAS CORPORATION	35.27
14413		001367	CONTRACTORS CONNECTION INC	1,455.90
14414		009840	THOMAS S. KLISE COMPANY, INC	637.94
14415		009918	DAN'S EXCAVATING, INC.	383,118.20
14416	*	000565	DORNBOS SIGN & SAFETY INC	252.75

City of Birmingham
Warrant List Dated 10/22/2025

Check Number	Early Release	Vendor #	Vendor	Amount
14417	*	001077	DUNCAN PARKING TECH INC	1,440.00
14418	*	007538	EGANIX, INC.	960.00
14419		006689	F.D.M. CONTRACTING INC.	225,150.62
14420		000213	FIRE DEFENSE EQUIP CO INC	131.88
14421	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	535.25
14422	*	007314	FLEIS AND VANDENBRINK ENG. INC	5,988.53
14423	*	007807	G2 CONSULTING GROUP LLC	3,379.00
14424	*	000243	GRAINGER	1,029.90
14425	*	001672	HAYES PRECISION INC	90.00
14426		000331	HUBBELL ROTH & CLARK INC	20,006.22
14427		000261	J.H. HART URBAN FORESTRY	93,835.38
14428		000186	JACK DOHENY COMPANIES INC	551.45
14429		009298	JCR SUPPLY INC	1,371.16
14430	*	003458	JOE'S AUTO PARTS, INC.	460.01
14431	*	005550	LEE & ASSOCIATES CO., INC.	1,335.36
14432	*	009555	STEVEN MCINERNEY	30.97
14433		000377	MICHIGAN MUNICIPAL LEAGUE	820.00
14434		002013	MIDWEST TAPE	361.98
14435	*	005634	GINA MOODY	139.21
14436		008336	NBS COMMERCIAL INTERIORS	832.00
14437		001194	NELSON BROTHERS SEWER	262.00
14438		001864	NOWAK & FRAUS ENGINEERS	71,417.50
14439	*	006359	NYE UNIFORM COMPANY	1,636.75
14440	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	281,691.59
14441	*	002767	OSCAR W. LARSON CO.	312.96
14442		000486	PLANTE & MORAN PLLC	20,000.00
14443		008866	PRECISION CONCRETE CUTTING INC	60,260.04
14444	*	008875	JESSICA RAK	139.86
14445	*	003554	RKA PETROLEUM	6,814.00
14446	*	001181	ROSE PEST SOLUTIONS	1,003.00
14447	*	009305	JEREMY SHULTZ	240.00
14448		000254	SOCRRA	81,619.00
14449	*	005806	ULINE	377.36
			SUBTOTAL ACH TRANSACTION	$1,465,995.18

Meeting of 10/27/2025

City of Birmingham
Warrant List Dated 10/22/2025

Check Number	Early Release	Vendor #	Vendor	Amount
			GRAND TOTAL	$2,937,586.88

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

Mary Chavez
Finance Director/ Treasurer

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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk

DATE: October 9, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event - 2025 Menorah Lighting

INTRODUCTION:
The Chabad Jewish Center of Bloomfield Hills has submitted a Special Event application to hold the 2025 Menorah Lighting event on December 18, 2025 from 3-7:00 p.m. in Shain Park. The applicant originally proposed December 3, 2025 for set-up, but due to a conflicting event the date was changed to late morning on December 8, 2025. Tear-down is scheduled on January 7, 2026 in the late morning.

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

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

Winter Markt	Dec. 5 – Dec. 7	Shain Park
Nativity Scene	Nov. 26 – Dec. 30	Shain Park
Santa House/Carriage Rides	Nov. 29 – Dec. 24	Shain Park

LEGAL REVIEW:
No legal review is required for this action.

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

SUSTAINABILITY:
There were no sustainability considerations for this event.

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

PUBLIC COMMUNICATIONS:
The Chabad Jewish Center of Bloomfield Hills notified residents and businesses regarding the details of the event by postcard mailed at least two weeks prior to the Commission meeting. Addresses were notified within 300 feet of the event space.

SUMMARY:
The City Commission is being asked to approve a special event permit for the 2025 Menorah Lighting to be held December 18, 2025. Set up will take place in Shain Park on Sunday December 8, 2025. Tear down will occur on January 7, 2026.

ATTACHMENTS:
1. Special Event application.
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated October 7, 2025. Notification addresses are on file in the Clerk's Office.
3. Event site map.
4. Department Approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a request from the Chabad Jewish Center of Bloomfield Hills to hold the 2025 Menorah Lighting special event on Thursday, December 18, 2025 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.

SEP 09 2025 8:56 AM
RECEIVED
CLERK'S OFFICE

10/27 CC

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 9/5/2025

Name of Event Shain Park Menorah Lighting

Detailed Description of Event (attach additional sheet if necessary)

Annual Menorah display in Shain Park for the Chanukah holiday.
One of the holiday nights will be a community-wide lighting.

Location Shain Park

Date(s) of Event Dec. 18 2025 Hours of Event 3-7 PM

Date(s) of Set-up Dec 8 2025 Hours of Set-up Late morning

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

Date(s) of Tear-down Jan. 7 2026 Hours of Tear-down Late morning

Organization Sponsoring Event Chabad Jewish Center of Bloomfield Hills

Organization Address 3805 Quarton Road, Bloomfield, MI 48302

Organization Phone 248-949-6210

Contact Person Rabbi Levi Dubov

Contact Phone 248-949-6210

Contact Email rabbi@bhchabad.org

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.) _____

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so _____
   We plan to reach out to local organizations to create more awareness and partnerships.

4. Are there any sustainability initiatives associated with this event? Please explain.
   None

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

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

7. Total number of people expected to attend per day 100-200

8. The event will be held on the following city property: (Please list)
   ☐ Street(s) _____
   ☐ Sidewalk(s) _____
   ☑ Park(s) _____

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

Public parking will be used. No special arrangements needed.

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

Volunteers from organization will assist with safety, security and maintenance.

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

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

Describe On-duty officers will provide extra patrols

Safety personnel not required; city police may monitor event as in previous years.

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

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

13. Will music be provided? YES ☑ NO ☐

_____Live _____Amplification _____ X Loudspeakers

Recorded Time music will begin _____

Time music will end 2 PM start; 7 PM end

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 1

Size of signs/banners Stand-up sign near Menorah with event details and sponsor.

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

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

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

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

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

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

III. EVENT LAYOUT

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

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

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

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)	1	Menorah display
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

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

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

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Shain Park Menorah Lighting

EVENT DATE Dec. 18 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.

	9/5/2025
Signature	Date

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

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

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

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

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

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

ב"ה

Chabad Jewish Center *of* Bloomfield Hills

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 9/10/2025

Birmingham City Code requires approval from the Birmingham City Commission to hold the following special event. The code further requires we notify any affected property/business owners 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: Shain Park Menorah LOCATION: Shain park

DATE(S) OF EVENT: Dec 18.

HOURS OF EVENT: Approx. 3-7 pm.

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Annual Menorah display in Shain Park for the Jewish holiday of Chanukah. Dec. 18 will be a comunity lighting event.

DATE(S) OF SET-UP: Dec. 3 2024 HOURS OF SET-UP: Late morning

DATE(S) OF TEAR-DOWN: Jan. 7 2025 HOURS OF TEAR-DOWN: Late morning

DATE OF CITY COMMISSION MEETING: Monday Oct. 27 2025 at 7 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: https://zoom.us.com/j/655079760 Meeting ID: 655 079 760. A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

ADDRESS: 3805 Quarton Road, Bloomfield Hills, MI 48302 PHONE: 248-949-6210

FOR QUESTIONS ON DAY OF EVENT, CONTACT: 248-949-6210

ב"ה

Chabad Jewish Center *of* Bloomfield Hills

HOLD-HARMLESS AGREEMENT

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

Rabbi Levi Dubov
Director, Chabad Jewish Center
of Bloomfield Hills

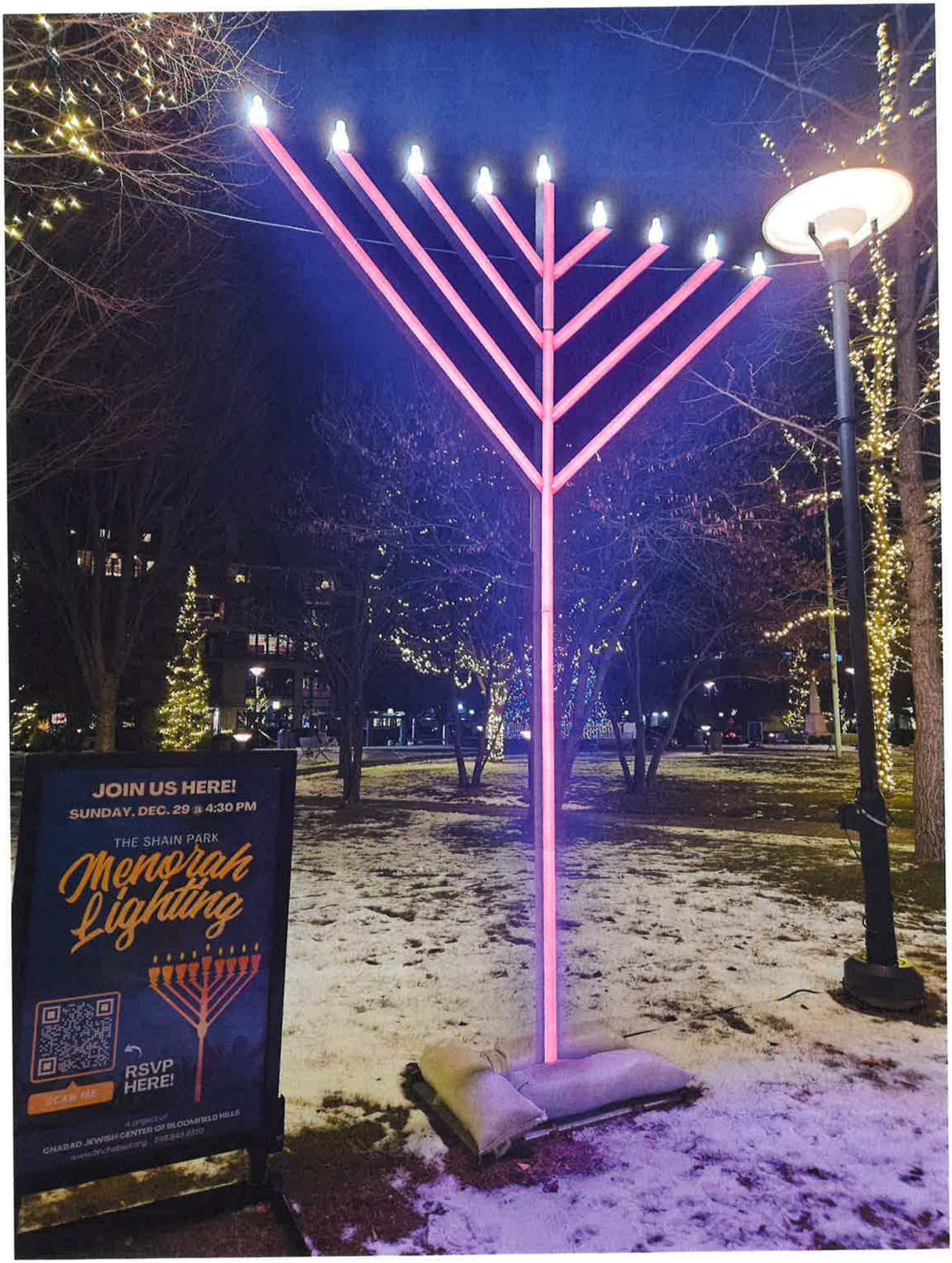
9/10/2025

3805 Quarton Road Bloomfield Hills MI 48302
www.bhchabad.org • info@bhchabad.org • 248.949.6210

5F

Retention: Active +1 year

Shabbat Park Map


JOIN US HERE!
SUNDAY, DEC. 29 @ 4:30 PM
THE SHAIN PARK
Menorah Lighting
RSVP HERE!
SCAN ME
A project of
CHABAD JEWISH CENTER OF BLOOMFIELD HILLS

ב״ה

Chabad Jewish Center *of* Bloomfield Hills

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 9/10/2025

Birmingham City Code requires approval from the Birmingham City Commission to hold the following special event. The code further requires we notify any affected property/business owners 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

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DATE(S) OF EVENT: Dec 18.

HOURS OF EVENT: Approx. 3-7 pm.

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DATE(S) OF SET-UP: Dec. 3 2024 HOURS OF SET-UP: Late morning

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EVENT ORGANIZER: Chabad Jewish Center of Bloomfield Hills

ADDRESS: 3805 Quarton Road, Bloomfield Hills, MI 48302 PHONE: 248-949-6210

FOR QUESTIONS ON DAY OF EVENT, CONTACT: 248-949-6210

Chabad Jewish Center
BLOOMFIELD HILLS
3805 Quarton Road
Bloomfield Hills, MI 48302

METROPLEX MI 480
7 OCT 2025 PM 6 L

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

48012-300101

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DEPARTMENT APPROVALS

LICENSE NUMBER #25-00013006
NOTE TO STAFF: Please submit approval by **10/13/25**

EVENT NAME: Shain Park Menorah Lighting
COMMISSION HEARING DATE: 10/27/25
DATE OF EVENT: 12/3/25-01/07/26

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	No Building Department involvement.		$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	No Fire Department involvement		$0.00	$0.00
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	On-duty officer will provide extra patrols/presence.		$0	$0
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	A representative from the DPS department requests to meet with the representative for the proper installation of the Menorah Display.		$0	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	None	None	$0	$0
PARKING	AF	None	None	$0	$0
INSURANCE 248.530.1807		Need to submit COI no less than 2 weeks prior to event Need to submit Hold Harmless Agreement	None	0	0
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than ___. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than ____.	165.00	

			TOTALS: Estimated and Actual Costs	**$165.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 10/9/25
h:\shared\special events\- general information\approval page.doc

MEMORANDUM

City Clerk's Office

DATE: **October 10, 2025**

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

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Special Event Application: 2026 City of Birmingham In The Park Concert Series**

INTRODUCTION:
The City of Birmingham, Department of Public Services has submitted a special event application to hold the In The Park Concert Series weekly from June 12, 2026 until August 26, 2026. Set up for the event is scheduled for the day of the concert. The event begins at 7:00 p.m. and concludes at 9:00 p.m. Teardown is scheduled for the day after the concert.

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.

The summer concert series is sponsored by the City of Birmingham on Wednesday evenings. The concerts take place in Shain Park. This free concert series offers an opportunity to sit amongst the trees while enjoying beautiful music on warm summer evenings. Concerts span a diverse range of genres appealing to all ages.

There are no events currently scheduled in the month of June in Birmingham.

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

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

SUSTAINABILITY:
There were no sustainability comments associated with this event.

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

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

SUMMARY:
The City Commission is being asked to approve a special event permit for the 2026 City of Birmingham In The Park Concert Series to be held weekly from June 12, 2026 until August 26, 2026. The concert times are 7:00 p.m. until 9:00 p.m. Set up will take place on the day of the concert. Teardown will begin the day after the concert.

ATTACHMENTS:
- Special event application.
- Notification letter distributed to residents/businesses within 300 feet of the event area dated September 25, 2025. Notification addresses are on file in the Clerk's Office.
- Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the 2026 City of Birmingham In The Park Concert Series weekly June 12, 2026 – August 26, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 8/29/25

Name of Event 2026 City of Birmingham In The Park Concert Series

Detailed Description of Event (attach additional sheet if necessary) Summer Concert Series sponsored by the City of Birmingham. BBCC Youth Action Board's Teen Concert: Friday, June 12, 2026

Summer Concert Wednesday Evenings: 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19, 8/26

Location Shain Park (Thomas M. Markus Pavilion)

Date(s) of Event See Above Hours of Event 7pm-9pm

Date(s) of Set-up Day of the concert Hours of Set-up 6pm-7pm

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

Date(s) of Tear-down Day after the concert Hours of Tear-down 8am-9am

Organization Sponsoring Event City of Birmingham, Department of Public Services

Organization Address 51 South Eton, Birmingham, MI 48009

Organization Phone (248) 530-1651

Contact Person Clinise Kirkwood, Recreation Coordinator

Contact Phone (248) 530-1651

Contact Email ckirkwood@bhamgov.org

Retention: Active +1 year

5G

II. EVENT INFORMATION

1. Organization Type City of Birmingham

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

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

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so TBD

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

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

6. First time event in Birmingham? YES ☐ NO ☑
   If no, describe _____

7. Total number of people expected to attend per day 500 (approximate)

8. The event will be held on the following city property: (Please list)
   ☐ Street(s) _____
   ☐ Sidewalk(s) _____
   ☑ Park(s) Shain Park (Thomas M. Markus Pavilion)

Retention: Active +1 year

5G

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 _____

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 A city staff member will be attending every concert.

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

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

Describe 2 officers for Teen Concert, Also, addition of 2 officers with concerts of safety concern such as US Ambassadors. Cost w/ Refelet.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin 7:00 pm

Time music will end 9:00 pm

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 Sponsor Banner

Size of signs/banners 48" x 90"

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	4	$10.00 each includes 1 bag For additional bags, the cost is $45 per case, 100 bags per case	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets	2	(1) standard/(1) handicap
Rides		
Displays		
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

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

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

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME City of Birmingham In The Park Concert Series

EVENT DATE 6/12,6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19, 8/26

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.

Clinise Kirkwood 8/29/2025

Signature Date

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

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

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

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

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

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

Retention: Active +1 year

SPECIAL EVENT REQUEST NOTIFICATION LETTER ON LETTERHEAD

DATE: 8/29/2025

TO: _____
Residential Property or Business Owner

_____
Address

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

EVENT INFORMATION

NAME OF EVENT: City of Birmingham In The Park Concert Series

LOCATION: Shain Park (Thomas M. Markus Pavilion)

DATE(S) OF EVENT See below HOURS OF EVENT 7pm-9pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Summer concerts are held on the following days:
6/12,6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19, 8/26

DATE(S) OF SET-UP Day of concert HOURS OF SET-UP 6pm-7pm

DATE(S) OF TEAR-DOWN Day after concert HOURS OF TEAR-DOWN 8am-9am

DATE OF CITY COMMISSION MEETING: October 27, 2025 at 7:30 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: https://zoom.us.com/j/655079760 Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880)**. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: City of Birmingham, Department of Public Services

ADDRESS: 851 South Eton, Birmingham, MI 48009

PHONE: 248-530-1651

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Clinise Kirkwood Recreation Coordinator (248) 530-1651

A map showing street closures must be attached.

Retention: Active +1 year

The following language must be submitted **on the applicant's letterhead** and **signed** by an authorized representative of the organization.

HOLD-HARMLESS AGREEMENT

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

Clinise Kirkwood 8/29/2025

Applicant's signature Date

MAIN STREET
PERGOLA
FOUNTAIN
MERRILL STREET
Food Truck
DRINKING FOUNTAIN
vendor tables
vendor tables
Portable Toilets
BAND SHELL
cable company
HENRIETTA STREET
TOWNSEND STREET

5G

Retention: Active +1 year

5G

City of Birmingham
Ice Sports Arena
2300 East Lincoln
Birmingham, MI 48009

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.61⁰
02 7W
0008029208 SEP 25 2025

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

BIRMINGHAM

SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

NAME OF EVENT: **In The Park Summer Concerts**
LOCATION: Shain Park (Thomas M. Markus Pavilion)
DATES/TIMES: BBCC YAB's Teen Summer Concert, Friday, 6/12/26, 7pm-9pm
Wednesday evenings: 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19, 8/26
7:00 pm-9:00 pm

DATE/TIME OF CITY COMMISSION MEETING:
October 27, 2025 at 7:30 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin.
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).

EVENT ORGANIZER: City of Birmingham, DPS
851 South Eton, Birmingham, MI 48009
City Contact Person: Clinise Kirkwood, (248) 530-1651, ckirkwood@bhamgov.org

TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT:
PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.

5G

DEPARTMENT APPROVALS

LICENSE NUMBER #26-00013001

NOTE TO STAFF: Please submit approval by **10/17/2025**

EVENT NAME: **2026 Park Concerts**
COMMISSION HEARING DATE: **10/27/2025**
DATE OF EVENT: **6/17-8/26, 2026**

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	Tents over 400 SQFT. Require a permit.		$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	AS	-Use cable protectors over cords -Food trucks and cooking tents require inspection.		$0	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 officers for BBCC Youth concert. There will be an additional cost per request of 2-officer details at other concerts with safety concern. On-duty officers will give additional extra patrols.		$800.00	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Includes set-up and take down for all concerts. And (1) staff member at each concert.		$3,000	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	N/A	None	$0	$0
PARKING	AF	Patrons pay the posted rates at 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 ___.	Applications for vendors license	165.00	0

		Notification addresses on file in the Clerk's Office.	must be submitted no later than ____.		
			TOTALS: Estimated and Actual Costs	**$3,965.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 10/9/25
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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: October 14, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Pumpkin Patch

INTRODUCTION:
The City of Birmingham Department of Public Services has submitted a special event application to hold the Pumpkin Patch event on October 24, 2026. The event begins at 10:00 a.m. and concludes at 2:00 p.m. Set up for the event is scheduled for October 24, 2026 starting at 9:00 a.m. and teardown is scheduled from 2:00 p.m. until 4:00 p.m.

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

The Pumpkin Patch event is sponsored by the City of Birmingham Department of Public Services. The event will take place in Shain Park. This free event offers an opportunity for families to participate in Halloween activities and games.

There are no events currently scheduled in the month of October in Birmingham.

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

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

SUSTAINABILITY:
The Department of Public Services will place recycling containers in addition to the trash receptacles.

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

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

SUMMARY:
The City Commission is being asked to approve a special event permit for the Pumpkin Patch event to be held October 24, 2026 from 10:00 a.m. to 2:00 p.m., with set up for the event scheduled for 9:00 a.m. and teardown from 2:00 p.m. until 4:00 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 25, 2025. Notification addresses are on file in the Clerk's Office.
- Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a special event permit as requested by the City of Birmingham Department of Public Services to hold the Pumpkin Patch event on October 24, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

26-0001299

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

10/27 cc

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 8/29/25

Name of Event Pumpkin Patch

Detailed Description of Event (attach additional sheet if necessary) The Pumpkin Patch is an afternoon event for families to partake in Halloween activities and games.

Location Shain Park 270 W Merrill St, Birmingham, MI 48009

Date(s) of Event 10/24/2026 Hours of Event 10am - 2pm

Date(s) of Set-up Day of the event Hours of Set-up 9am-10am

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

Date(s) of Tear-down Day of the event Hours of Tear-down 2pm-4pm

Organization Sponsoring Event City of Birmingham, Department of Public Services

Organization Address 851 South Eton, Birmingham, MI 48009

Organization Phone (248) 530-1651

Contact Person Clinise Kirkwood Recreation Coordinator

Contact Phone (248) 530-1651

Contact Email ckirkwood@bhamgov.org

II. EVENT INFORMATION

1. Organization Type City of Birmingham

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

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

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so TBD

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

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

6. First time event in Birmingham? YES ☐ NO ☑
   If no, describe _____

7. Total number of people expected to attend per day 300 Weather permitting

8. The event will be held on the following city property: (Please list)
   ☐ Street(s) _____
   ☐ Sidewalk(s) _____
   ☑ Park(s) Shain Park 270 W Merrill St, Birmingham, MI 48009

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 _____

_____

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 department will have 4 DPS staff members on-site during the event.
There will also be community volunteers present.

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

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

Describe On-duty officers will provide extra patrols / PR.

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

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

13. Will music be provided? YES ☑ NO ☐

X Live X Amplification _____ X Loudspeakers

Recorded Time music will begin TBD

Time music will end TBD

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

Retention: Active +1 year

5H

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

Number of signs/banners Sponsor Banner

Size of signs/banners 48" x 90"

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	4	6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	4	$10.00 each includes 1 bag For additional bags, the cost is $45 per case, 100 bags per case	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)		
Portable Toilets	2	(1) Standard (1) Handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

FOR EVENTS IN SHAIN PARK ONLY:

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

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

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Pumpkin Patch

EVENT DATE 10/24/2026

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

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

Signature — Date: 8/29/2025

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.

The following language must be submitted **on the applicant's letterhead** and **signed** by an authorized representative of the organization.

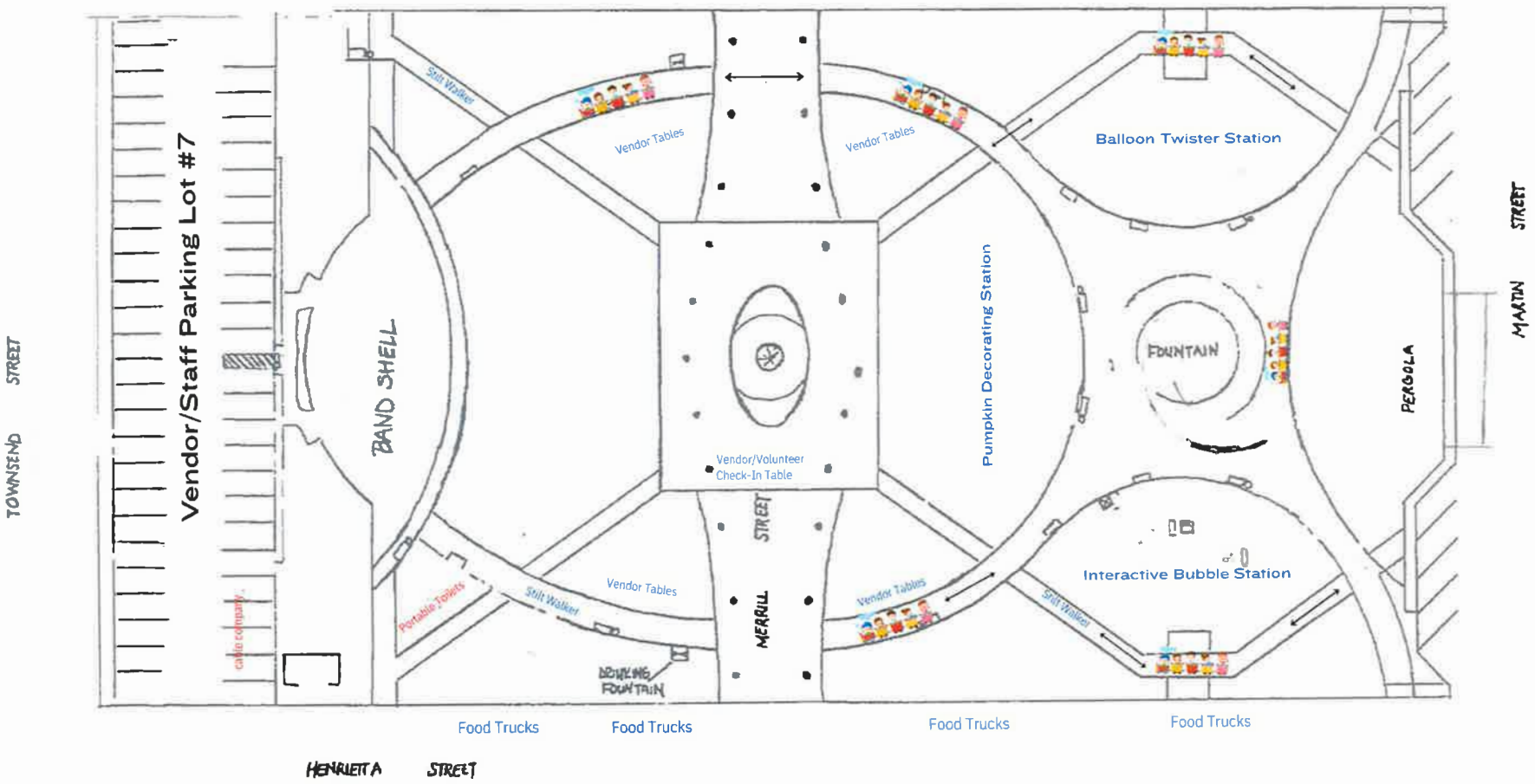
HOLD-HARMLESS AGREEMENT

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

8/29/2025

Applicant's signature | Date

South Bates Street



Train Ride Route

US POSTAGE PITNEY BOWES
ZIP 48009 $ 000.61⁰
02 7W
0008029208 SEP 25 2025

FIRST-CLASS

City of Birmingham
Ice Sports Arena
2300 East Lincoln
Birmingham, MI 48009

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

BIRMINGHAM

SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

NAME OF EVENT: **Pumpkin Patch**
LOCATION: Shain Park (Thomas M. Markus Pavilion)
DATES/TIMES: October 24, 2026 10:00am-2:00pm

DATE/TIME OF CITY COMMISSION MEETING:
October 27, 2025 at 7:30 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin. 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).

EVENT ORGANIZER: City of Birmingham, DPS
851 South Eton, Birmingham, MI 48009
City Contact Person: Clinise Kirkwood, (248) 530-1651, ckirkwood@bhamgov.org

TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT:
PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.

5H

DEPARTMENT APPROVALS

EVENT NAME: **Pumpkin Patch**
COMMISSION HEARING DATE: **10/27/2025**
DATE OF EVENT: **10/24/2026**

LICENSE NUMBER #26-00012999
NOTE TO STAFF: Please submit approval by **10/17/2025**

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	Tents over 400 Sqft require a permit.		$0	0
FIRE **101.0-000.000-636.0004** 248.530.1900	AS	-Use cable protectors over cords -Food trucks and cooking tents require inspection. -Propane heaters must have approval. A propane heater safety bulletin is available upon request.		$0	0
POLICE **101.0-000.000.636.0003** 248.530.1870					
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Includes set-up and take down of tables and chairs for the event. Placement of trash receptacles and picnic tables and (2) staff members on site for the event		$2,000	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	N/A	None	$0	$0
PARKING	AF	Patrons pay the posted rate at 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 ____.	165	165
			TOTALS: Estimated and Actual Costs	**$2,165.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 10/14/25
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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: October 20, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: 61st Annual Village Fair

INTRODUCTION:
Birmingham Bloomfield Chamber of Commerce has submitted a special event application to hold the 61st Annual Village Fair from May 27, 2026 – May 31, 2026.

The hours below are recommended for the 2026 Village Fair.

DATE(S) & HOURS OF EVENT:

Wednesday, May 27, 2026	5-10 p.m. Private Party
Thursday, May 28, 2026	2-9 p.m. Open to the public
Friday, May 29, 2026	12-9 p.m. Open to the public
Saturday, May 30, 2026	12-9 p.m. Open to the public
Sunday, May 31, 2026	12-9 p.m. Open to the public

Set up for the event is scheduled for Tuesday May 26 and Wednesday May 27 from 7:00 a.m. – 3:00 p.m. Teardown is scheduled for Sunday, May 31 from 9 p.m. - 12 a.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.

The 61st Annual Village Fair will be held in Shain Park and on surrounding streets. The Chamber partners with local non-profits to coordinate volunteers and each participating group receives a portion of the fair proceeds.

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

Celebrate Birmingham Parade	May 17	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
Recycling will be encouraged.

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

PUBLIC COMMUNICATIONS:
The Birmingham Bloomfield Chamber of Commerce 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. In addition, the Clerk's office has received a packet of letters from the Chamber of Commerce's non-profit partners regarding the Village Fair.

SUMMARY:
The City Commission is being asked to approve a special event permit for the 61st Annual Village Fair to be held from May 27 – May 31, 2026 with times varying day-to-day. Set up will begin May 26, 2026 from 7 a.m. - 3 p.m. Teardown will begin May 27, 2026 from 9 p.m. – 12 a.m.

ATTACHMENTS:
- Special event application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated October 10, 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 Chamber of Commerce to hold the 61st Annual Village Fair on May 27, 2026 – May 31, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

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

(Please print clearly or type)

Date of Application 9/29/25

Name of Event Village Fair (61st)

Detailed Description of Event (attach additional sheet if necessary) 61st annual community fair and fundraiser for local nonprofit organizations, as well as the chamber and its foundation. The fair has rides, games and food.

Location Shain Park on Martin between Pierce and Chester, Also, on Bates and Henrietta.Note request from Police to barricade the west end of Martin.

Date(s) of Event May 27 - May 31, 2026 Hours of Event 5 -10 pm; 2- 9 pm; 12-9 pm; 12 -9 pm;12 - 9 pm

Date(s) of Set-up May 26 - 27, 2026 Hours of Set-up 1:00 am - 3:00 pm (police request for 7:00 am)

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

Date(s) of Tear-down May 31, 2026 Hours of Tear-down 9:00 pm- 12:00 am

Organization Sponsoring Event Birmingham Bloomfield Chamber

Organization Address 725 S. Adams, Suite 130, Birmingham, MI 48009

Organization Phone 248-644-1700

Contact Person Annie Burns / Joe Bauman

Contact Phone 248-430-7688 / 248-430-4135

Contact Email annie@bbcc.com / joeb@bbcc.com

Retention: Active +1 year

BIRMINGHAM
A WALKABLE CITY

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

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

I. EVENT DETAILS

II. EVENT INFORMATION

III. EVENT LAYOUT

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

V. INSURANCE INFORMATION
- INSURANCE REQUIREMENTS
- HOLD HARMLESS AGREEMENT

VI. POLICIES AND PROCEDURES

VII. CHECKLIST

VIII. SAMPLE MAPS

IX. DEPARTMENTAL APPROVAL PAGE

TIME LINE AS REQUIRED BY COMMISSION ADOPTED POLICY

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

II. EVENT INFORMATION

1. Organization Type 501c6 civic organization; 501c3 Chamber Fd; and local NPOs
(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.) See attached list of 2025 participating NPOs. The 2025 tent sponsors included: MUCU, Kingsley, Berkshire Hathaway, Plants by People, Transcendence Wellness, Modern Aesthetic, Superior Nat'l Bank, Birmingham Public Schools, Magikid Robotics Lab, Junk Luggers

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so
The Chamber partners with local nonprofits to coordinate volunteers and each participating group receives a portion of the fair proceeds.

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

5. Is the event a fundraiser? YES ☑ NO ☐
List beneficiary BBCC and local NPOs
List expected income 50k Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑
If no, describe 61st anniversary

7. Total number of people expected to attend per day Weather dependent; 1k

8. The event will be held on the following city property: (Please list)
☑ Street(s) Martin, Bates and Henrietta; per police the west end of Martin must be barricaded on the east side of 355 W. Maple (St. James church lot)
☑ Sidewalk(s) Martin, Bates, Henrietta; Bates and Merrill = one lane of traffic
☑ Park(s) Shain

Retention: Active +1 year

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

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

What parking arrangements will be necessary to accommodate attendance?

Describe Request to secure two parking spaces on Merrill Street for food truck parking on May 27th. See attachment.

Bags over meters on Bates and Henrietta. Use of parking structures are encouraged.

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 A paid crew of 5 - 10 are hired for clean-up and maintenance by the fair co. Safety and security are hired by North America Midway Entertainment. Coordination via Chamber. NPOs pickup garbage.

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

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

Describe Per Police, officers (uniformed and plain clothes) and overwatch personnel will be required including, up to several hours after Fair's end to manage crowds spilling into downtown.

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

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

13. Will music be provided? YES ☐ NO ☑

_____Live _____Amplification _____ _____Loudspeakers

Recorded Time music will begin _____

Time music will end _____

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

Retention: Active +1 year

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

Number of signs/banners 15 - 20 signs / banners;

Size of signs/banners 18" x24"; 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?
North American Midway Entertainment	food and fair goods	yes	yes
(above handles all permitting)			

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables	0	6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0; utilizing Kroger cardboard trash bins and our own bags.	$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	NA	$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	Yes/ TBD	$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 [X] NO [ ]

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	3 -10	10 x 10
Portable Toilets	6	
Rides	16 or less	
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

FOR EVENTS IN SHAIN PARK ONLY:

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

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

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME 61st Village Fair

EVENT DATE May 27 – May 31, 2026

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

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

Annie Bruce — Signature

August 21, 2025 — 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

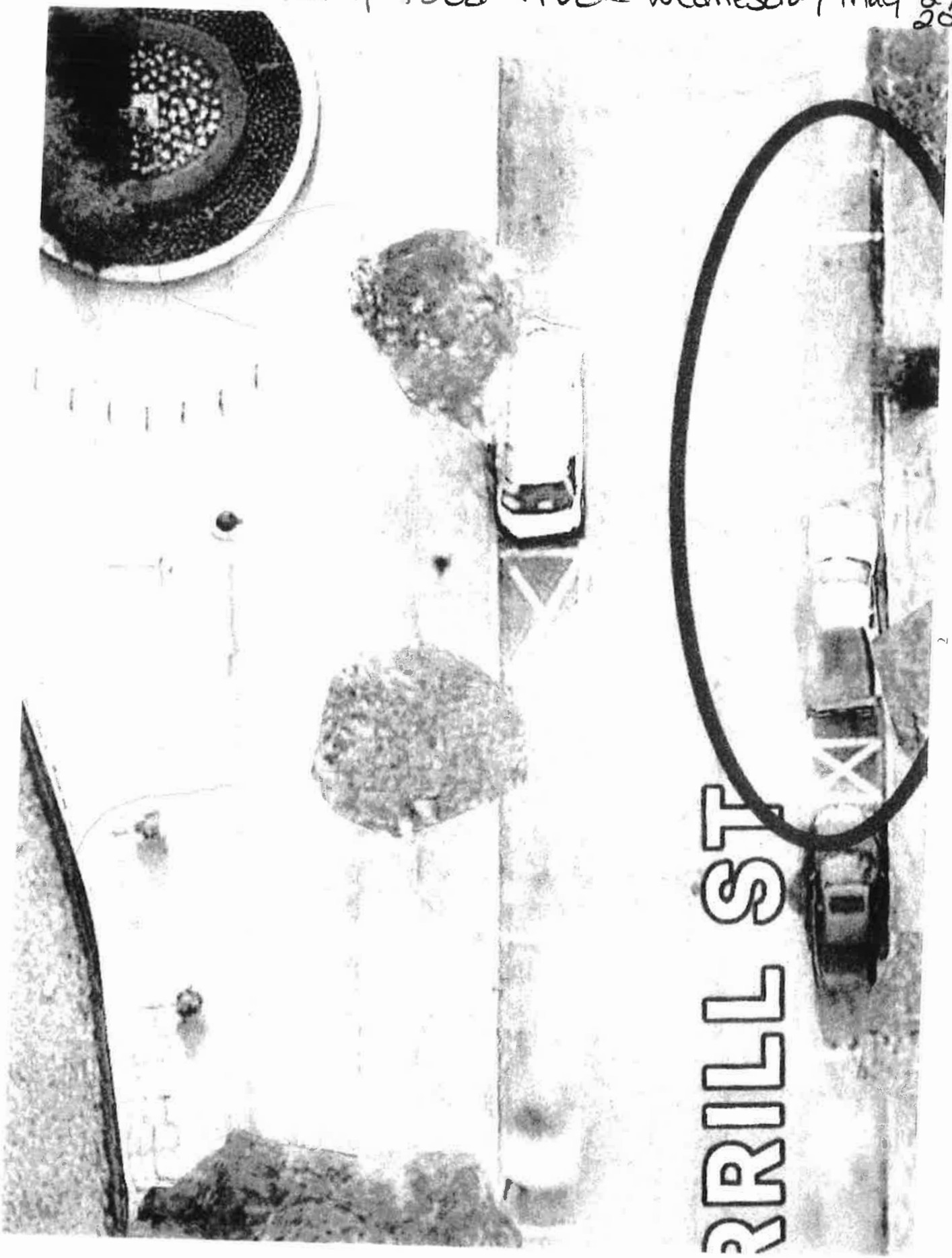
V. Organizer must notify all potentially affected residential property and business owners of the date and time this application will be considered by the City Commission. (Sample letter attached to this application.)

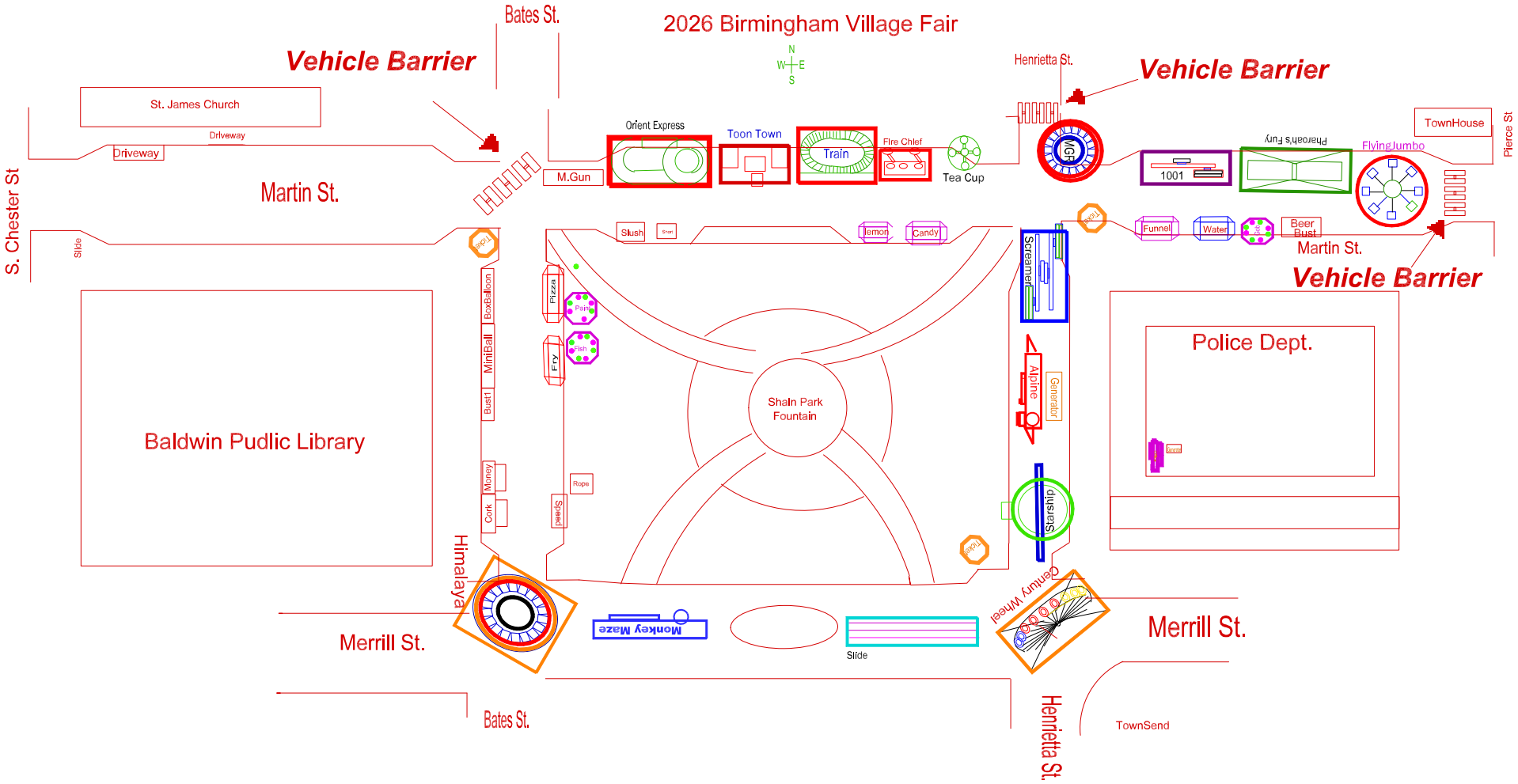
VI. Attach a copy of the proposed letter to this application. The letter will be reviewed and approved by the Clerk's Office. The letter must be distributed at least two weeks prior to the commission meeting.

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.

Private Party food Truck Wednesday May 27 2026




2026 Birmingham Village Fair
Vehicle Barrier
Bates St.
Henrietta St.
Vehicle Barrier
St. James Church
Driveway
Driveway
Martin St.
S. Chester St
Slide
M.Gun
Orient Express
Toon Town
Train
Fire Chief
Tea Cup
IGR
1001
Pharoah's Fury
FlyingJumbo
TownHouse
Pierce St
Funnel
Water
Beer Bust
Martin St.
Vehicle Barrier
Slush
Lemon
Candy
Screamer
Police Dept.
Pizza
Pain
Fish
Fry
BoxBalloon
MiniBall
Bust1
Money
Cork
Sweed
Rope
Shaln Park Fountain
Alpine
Generator
Starship
Baldwin Pudlic Library
Himalaya
Monkey Maze
Slide
Century Wheel
Merrill St.
Merrill St.
Bates St.
Henrietta St.
TownSend

Attachments

Nonprofit List from 2025 Village Fair

Lawn Signage from 2025 Village Fair

Sponsor TY Signage from 2025 Village Fair

Hold Harmless Agreement

Special Event Request Notification Letter

Certificate of Liability Insurance

Nonprofit Spreadsheet

Nonprofit Name	Contact	Email
BBChamber Foundation	Joe	joeb@bbcc.com
Beverly Hills Lions Club	Michael Johnson	Majohnston6190@gmail.com
Birmingham Bloomfield Community Coalition	Carol Mastroianni	cmastroianni@bbcoalition.org
Birmingham Command Officers Association	Greg Wald	gwald@bhamgov.org
Birmingham Education Foundation	Kathy Zanolli	Bef@Birmingham.k12.mi.us
Birmingham Family YMCA	Kelly Stubbe	kstubbe@ymcadetroit.org
Birmingham Optimist Club	Richard Stasys	rstasys@hotmail.com
Birmingham Police Officers Association	Stefan Syts	ssyts@bhamgov.org
Birmingham Rotary	Chris Winans	birminghamrotaryclub@gmail.com
Birmingham Youth Assistance	Lynne Zacharias	office@birminghamyouthassistance.org
Micah 6 Community	Coleman Yoakum	coleman@micah6community.com
Pink Fund	Rosalind Sample	rosalind@thepinkfund.org
Shades of Pink Foundation	Nina Googasian	executiveadministrator@shadesofpinkfoundation.org
Team Guts	Todd Turner	todd@teamgutsmichigan.com

Non-Illuminated Temporary Signs - BBCC Vine & Dine

Printed Coroplast - Double Sided | Qty: one each

2'-0"

1'-6"

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Michigan United Credit Union

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
The Kingsley Bloomfield Hills

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Berkshire Hathaway HomeServices Kee Realty

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Transcendence Family Wellness Center

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Plants By People

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Superior National Bank

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Modern Aesthetic + Skin Medical Spa

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Birmingham Public School District

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Magikid Robotics Lab - Birmingham

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
The Junkluggers

Annual Birmingham Village Fair
THANK YOU
TO OUR TENT SPONSOR
Brimingham Police Officers Association

Gardner signs

MICHIGAN
1087 Naughton Dr
Troy MI 48083
(248)689-9100 T

OHIO
3800 Airport Hwy
Toledo, OH 43615
(419)385-6669 T

FLORIDA
4444 SE Commerce
Stuart, FL 34997
(772) 220-7377 T

www.gardnersigns.com

Flamingo SIGNS

JOB INFORMATION	
CLIENT:	Birmingham | Bloomfield Chamber
PROJECT:	Village Fair
LOCATION:	
COUNTY:	
SALESPERSON:	Scott Gardner

DESIGN INFORMATION	
SCALE:	Noted
DESIGNER:	Veronica
DATE:	05/12/2025
REVISIONS:	
FILE:	BBCC Village Fair Tent Sponsors 2025

CLIENT AUTHORIZATION

SIGNED BY: DATE:

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THE Birmingham Bloomfield CHAMBER

Birmingham Village Fair
BIRMINGHAM BLOOMFIELD CHAMBER

THANK YOU
TO OUR TENT SPONSORS

MICHIGAN UNITED CREDIT UNION

BERKSHIRE HATHAWAY HOMESERVICES
KEE REALTY

Birmingham PUBLIC SCHOOLS

Modern Aesthetics + Skin

MAGIKID ROBOTICS LAB

SUPERIOR NATIONAL BANK
Member FDIC

PLANTS BY PEOPLE™

Transcendence Family Wellness Center

The JUNKLuggers®

THE KINGSLEY
BLOOMFIELD HILLS

THE Birmingham Bloomfield CHAMBER

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

Anna Burns 10/7/2025

~~Joe Bauman, President Birmingham Bloomfield~~ Chamber Date

725 South Adams Rd. Suite 130 Birmingham MI 48009-6967
Phone: 248 644 1700 Fax: 248 644 0286 Web: www.bbcc.com

725 South Adams Rd. Suite 130 Birmingham MI 48009-6967
Phone: 248 644 1700 Fax: 248 644 0286 Web: www.bbcc.com

THE Birmingham Bloomfield CHAMBER

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: September 29, 2025

TO: Residential Property or Business Owner

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

EVENT INFORMATION
NAME OF EVENT: 61st Birmingham Village Fair
LOCATION: On Martin St. between Pierce and Chester. On Bates and Henrietta. See back for map.

DATE(S) & HOURS OF EVENT:

Wednesday, May 27, 2026	5-10 p.m. Private Pre-Party
Thursday, May 28, 2026	2-9 p.m. Open to the public
Friday, May 29, 2026	12- 9 p.m. Open to the public
Saturday, May 30, 2026	12 -9 p.m. Open to the public
Sunday, May31, 2026	12- 9 p.m. Open to the public

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Community fair with rides, food and games.

DATE(S) OF SET-UP: Tuesday, May 26 & Wednesday, May 27
HOURS OF SET-UP: 1 a.m. - 3 p.m.
DATE(S) OF TEAR-DOWN: Sunday, May 31
HOURS OF TEAR-DOWN: 9 p.m. – 12 a.m.

DATE OF CITY COMMISSION MEETING: October 27, 2025

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. 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. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Bloomfield Chamber
ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009
PHONE: (248) 430-7688

FOR QUESTIONS ON DAY OF EVENT, CONTACT:
Annie Burns, Birmingham Bloomfield Chamber
248-840-2554

MICHIGAN UNITED CREDIT UNION
FORWARD TOGETHER

October 1, 2025

To Whom it May Concern,

On behalf of Michigan United Credit Union, I am writing to express our strong support for the continuation of the Village Fair in downtown Birmingham in 2026.

For over 20 years, Michigan United Credit Union has been a proud sponsor of this beloved community tradition. We are honored to support the fair not only because of the joy and connection it brings to families, businesses, and neighbors, but also because the proceeds directly benefit our local nonprofit organizations. This meaningful impact aligns with our mission as a credit union we are committed to the growth of individuals and the communities.

The Village Fair has long been a centerpiece of downtown Birmingham, bringing people together, fostering a sense of unity, and showcasing the vibrant spirit of our city. We believe its continuation is vital, as it strengthens community bonds and supports organizations that make a real difference in the lives of our residents.

As we look ahead, we urge the Birmingham City Commission to continue supporting and hosting the Village Fair in 2026. Michigan United Credit Union remains committed to being a proud partner in this effort, ensuring that our community can continue to flourish through shared experiences and collective support.

Thank you for your consideration, and for your continued dedication to our city's growth and vitality.

Sincerely,
Linda Hatfield

Linda Hatfield
VP of Business Development
Michigan United Credit Union

BIRMBLO-04 KMCCANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2025

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

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

PRODUCER	CONTACT NAME: Cheryl Hornyak
Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843	PHONE (A/C, No, Ext): (248) 203-1817 FAX (A/C, No): E-MAIL ADDRESS: shornyak@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property-Owners Insurance Company	32905
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Home-Owners Insurance Company	26638
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Birmingham Bloomfield Chamber of Commerce
725 S. Adams, Suite 130
Birmingham, MI 48009

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		04199601	6/29/2025	6/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			04199601	6/29/2025	6/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			5539108800	6/29/2025	6/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A106642919	6/29/2025	6/29/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Birmingham including all Elected and Appointed Officials; All Employees & Volunteers; Board Members; Employees & Volunteers are Named as Additional Insured in Respects to General Liability. This Coverage Shall be Primary and Non-Contributory.

Event: Birmingham Village Fair (5-25-26 to 6-1-26)

CERTIFICATE HOLDER

City of Birmingham
151 Martin St.
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE Birmingham Bloomfield CHAMBER

725 South Adams Rd. Suite 130 Birmingham MI 48009-6967
Phone: 248 644 1700 Fax: 248 644 0286 Web: www.bbcc.com

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: October 9, 2025

TO: Residential Property or Business Owner

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

EVENT INFORMATION

NAME OF EVENT: 61st Birmingham Village Fair
LOCATION: On Martin St. between Pierce and Chester. On Bates and Henrietta. See back for map.

DATE(S) & HOURS OF EVENT:

Wednesday, May 27, 2026	5-10 p.m. Private Pre-Party
Thursday, May 28, 2026	2-9 p.m. Open to the public
Friday, May 29, 2026	12- 9 p.m. Open to the public
Saturday, May 30, 2026	12 -9 p.m. Open to the public
Sunday, May31, 2026	12- 9 p.m. Open to the public

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Community fair with rides, food and games.

DATE(S) OF SET-UP: Tuesday, May 26 & Wednesday, May 27
HOURS OF SET-UP: 1 a.m. - 3 p.m.
DATE(S) OF TEAR-DOWN: Sunday, May 31
HOURS OF TEAR-DOWN: 9 p.m. – 12 a.m.

DATE OF CITY COMMISSION MEETING: October 27, 2025

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. 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. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Birmingham Bloomfield Chamber
ADDRESS: 725 S. Adams, Suite 130, Birmingham MI 48009
PHONE: (248) 430-7688

FOR QUESTIONS ON DAY OF EVENT, CONTACT:

Annie Burns, Birmingham Bloomfield Chamber
248-840-255

METROPLEX MI 480

10 OCT 2025 PM 6 L

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

48012-300101

THE Birmingham Bloomfield CHAMBER

725 South Adams Rd. Suite 130
Birmingham MI 48009-6967

Birmingham PUBLIC SCHOOLS
Be Bold.
Be Brilliant.
Be Birmingham.

Dr. Embekka Roberson
Superintendent

31301 Evergreen Road, Beverly Hills, MI, 48025
Office: (248) 203-3004 Fax: (248) 203-3009

October 13, 2025

Dear City of Birmingham,

I am writing to share my support for the Birmingham Village Fair. This year marked Birmingham Public Schools' first time participating in the event, and it was a wonderful experience. We were proud to sponsor a tent, highlighting the excellence of our schools and engaging directly with members of our community.

The festive atmosphere created countless opportunities for connection. Families from both Birmingham and neighboring communities stopped by to learn more about our programs and share their pride in our schools. It was heartwarming to see students interacting with Birmingham Police Officers, many of whom they recognized from school events or as School Resource Officers. Those moments of connection reflect the strong partnerships that make Birmingham such a special place.

I am grateful to the Birmingham Bloomfield Chamber of Commerce for hosting this tradition and to the City of Birmingham for its continued support. The Village Fair is an integral part of our community, bringing together families, schools, local businesses, and city services in celebration of all that makes Birmingham vibrant and welcoming.

Birmingham Public Schools is committed to continuing our sponsorship and participation in future Village Fairs. A strong community thrives when its schools, city, and local organizations work together, and this event beautifully demonstrates that collaboration.

Dr. Embekka Roberson
Superintendent

Beverly Hills Lions Club Charities, Inc.
Beverly Hills Michigan, 48025-4128
bhmi.lions.info@gmail.com · bhlions.org
501c3 Public Charity (ID #35-2226233)
Serving our community for over 50 years!

We Serve

October 8, 2025

Birmingham City Commission
151 Martin Street
Birmingham, Michigan 48009

Re: Support for the 2026 Village Fair Permit

Dear Esteemed Commissioners,

On behalf of the Beverly Hills Lions Club, we write to express our strong support for the continuation of the long-standing community tradition of the Village Fair. The Village Fair not only brings joy and connection to the Birmingham community but also provides significant financial support to local non-profits like ours.

The Birmingham Lions Club has recently joined with the Beverly Hills Lions Club. Between both organizations, we have volunteered at the fair for 15 years and received over $9,000 for our charities and service to the local community.

Beyond the fundraising aspect, the fair offers a meaningful opportunity for our members to engage with the public, collaborate with other local non-profits, and promote the spirit of community service that lies at the heart of our mission.

We respectfully urge you to continue supporting this important event, which benefits not only our organization but the broader Birmingham community.

Sincerely,

Gordon McMullen
Club President
Beverly Hills Lions Club

COMMUNITY COALITION

Together We Can... Keep Our Youth Safe & Substance Free

October 13, 2025

To Whom It May Concern:

On behalf of the Birmingham Bloomfield Community Coalition (BBCC), I am writing in strong support of the continuation of the Village Fair. This long-standing event is a valued tradition in our community—one that not only brings residents and families together but also provides meaningful financial support to local nonprofit organizations.

BBCC has proudly partnered with the Village Fair since at least 2005, and during that time has received a total of $7,875 in proceeds. These funds have gone directly toward our mission-driven work focused on youth substance use prevention and mental wellness throughout the Birmingham Bloomfield area.

The Village Fair represents the spirit of community collaboration and generosity that makes Birmingham such a special place to live and work. We are grateful to the Birmingham Bloomfield Chamber for its leadership in organizing this event and urge the City Commission to approve the permit for the 2026 Village Fair so that this positive community tradition can continue to flourish.

Sincerely,

Carol Mastroianni
Executive Director

1525 Covington Road, Bloomfield Hills 48301 | office (248) 203-4615 fax (248) 203-4529 | www.bbcoalition.org

Annie Burns

From: Ryan Quinn <rquinn@jmbfinancial.com>
Sent: Monday, October 13, 2025 1:57 PM
To: Annie Burns
Cc: Joe Bauman
Subject: RE: REMINDER: Village Fair Letter

Annie,

Thank you for reaching out & as the President of the Birmingham Rotary, I am happy to lend the full support of the Birmingham Rotary towards making the Village Fair happen again. As a local non-profit, we love to have any opportunity to give back in our home community and if we can raise funds for our organization at the same time then all the better. Our members have participated in the trash clean-up & beautification efforts for the Village Fair for many years and welcome the opportunity to do so again in the future. One of the things that makes our area great is the sense of community we all feel, and I think that the Village Fair is a big part of creating that community feel. As volunteers, we get to see many of our friends and business associates who in turn get to see us giving back to the community we are all a part of. It is my sincere hope that the Village Fair can happen again next year.

Please let me know if there is anything else I can do to help.

Best Wishes,
Ryan J. Quinn, CFP®
Wealth Manager

JMB | Financial Services Group

42714 Woodward Avenue, Bloomfield Hills, MI 48304
(248) 825-3988 | Text/Direct
(248) 641-7233 | Office
www.jmbfinancial.com

To send me files securely, please click here.

Birmingham Youth Assistance
2436 West Lincoln
Birmingham, MI 48009
(248) 203-4300 FAX: (248) 203-4301
office@birminghamyouthassistance.org
www.birminghamyouthassistance.org

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Susan Robbins

Treasurer
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Secretary
Eileen Pulker

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Jill Fill
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Curt Lawson
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Jennifer Rass
Jay Reynolds
Dr. Embekka Roberson
Katie Schafer
Vicki Sower
Shelley Taub
David Walker

Police Liaison
Det. J. Geml
Sgt. K. McCanham

Advisory Members
Sheriff Michael Bouchard
Jason Clinkscale

Caseworker
Catherine Womack

Administrative Assistant
Lynne Zacharias

October 9, 2025

Birmingham City Commission
151 Martin Street
Birmingham, Michigan 48009

Re: Support for the 2026 Village Fair Permit

Dear Esteemed Commissioners,

On behalf of Birmingham Youth Assistance, we are pleased to express our enthusiastic support for the continuation of the Village Fair — a cherished tradition that has long brought together the Birmingham community in a spirit of celebration and unity.

Over the years, our organization has proudly participated in this event, contributing time and energy through volunteer efforts. In return, the fair has provided valuable financial support that has directly benefited our programs and services for local youth and families. We've been fortunate to receive generous donations amounting to over $10,000 over the last 14 years which have helped us further our mission and expand our outreach.

More than just a fundraiser, the Village Fair serves as a vital platform for connection. It allows us to engage face-to-face with community members, collaborate with fellow non-profits, and inspire others to get involved in meaningful civic work.

We sincerely hope the Village Fair continues to thrive with your support. Its positive impact reaches far beyond any one organization, enriching the entire Birmingham community.

Sincerely,

Ann Nazareth Manning
Chair

MICHIGAN UNITED CREDIT UNION
FORWARD TOGETHER

October 1, 2025

To Whom it May Concern,

On behalf of Michigan United Credit Union, I am writing to express our strong support for the continuation of the Village Fair in downtown Birmingham in 2026.

For over 20 years, Michigan United Credit Union has been a proud sponsor of this beloved community tradition. We are honored to support the fair not only because of the joy and connection it brings to families, businesses, and neighbors, but also because the proceeds directly benefit our local nonprofit organizations. This meaningful impact aligns with our mission as a credit union we are committed to the growth of individuals and the communities.

The Village Fair has long been a centerpiece of downtown Birmingham, bringing people together, fostering a sense of unity, and showcasing the vibrant spirit of our city. We believe its continuation is vital, as it strengthens community bonds and supports organizations that make a real difference in the lives of our residents.

As we look ahead, we urge the Birmingham City Commission to continue supporting and hosting the Village Fair in 2026. Michigan United Credit Union remains committed to being a proud partner in this effort, ensuring that our community can continue to flourish through shared experiences and collective support.

Thank you for your consideration, and for your continued dedication to our city's growth and vitality.

Sincerely,
Linda Hatfield

Linda Hatfield
VP of Business Development
Michigan United Credit Union

OPTIMIST INTERNATIONAL
Friend of Youth

Birmingham Bloomfield Chamber of Commerce

Dear Chamber,

It is with gratitude that we thank you for allowing our community service organization 15 years of participation and service to the Birmingham Village Fair.

The Birmingham Optimists is an organization dedicated to children. Our slogan is "Friend of Youth" and we are part of an international volunteer organization whose members work each day to make the future brighter by bringing out the best in children, in their communities, and in themselves through various programs. Through these programs, we stive to encourage, equip and guide the youth of our community.

The funds that we receive for participating with the Chamber in keeping the Village fairgrounds clean help support all of our programs and make it possible for us to continue with our mission. In the 15 years of participation, we have received over $12,000 in monies that went directly to youth programs.

We truly love this event. Our club participation is always robust, and we genuinely rely on these funds to support our programs. We are strong supporter of the Village Fair event and are grateful to be included. Thank you!

Warm Regards,

Christine Lynn

Christine Lynn Lapinski
Birmingham Optimist Club Board Member
+1 248 761 6696

PINK FU

October 13, 2025

BOARD OF DIRECTORS

Molly MacDonald
Co-Founder, CEO & Breast Cancer Survivor

Thomas Pettit
Co-Founder & Secretary

Fran Parsons
Board Chair

Ashley Hjelle
Treasurer

Gissoo DeCotiis
Director

Heidi Floyd
Director

Marcela Mazo Canola
Director

Linda Ross
Director

Dan Sherman
Director

Platinum Transparency 2025

Candid.

Birmingham Bloomfield Chamber of Commerce
725 S. Adams Road, Suite 130
Birmingham, MI 48009

Hello Birmingham City Commission,

On behalf of the Pink Fund, I am writing to express our enthusiastic support for the continuation of the Village Fair and the approval of the permit request for the 2026 event.

The Village Fair is a cherished tradition that brings joy, connection, and community spirit to Birmingham. Each year, we take great pride in volunteering at the Fair and engaging with fellow community members. Our participation not only allows us to contribute to the vibrancy of the event but also helps us further our mission of providing financial support to breast cancer patients in active treatment.

We have proudly partnered with the Birmingham Bloomfield Chamber and the Village Fair for the past 10 years. Through this partnership, the Pink Fund has received a total of $8,150 in donations, which has made a tangible impact on our ability to serve patients and families in need. We are grateful for the Chamber's commitment to supporting local non-profits and for the more than $150,000 in grants distributed over the years.

We value our partnership with the Chamber and the opportunity to be part of this meaningful event. We respectfully urge the City Commission to approve the permit for the 2026 Village Fair so that this beloved tradition may continue to benefit our community and the organizations that serve it.

Thank you for your consideration.

Molly MacDonald
Co-Founder, CEO
Pink Fund

St. James
Episcopal Church

Walk with us in God's love

355 W. Maple Road
Birmingham, MI 48009

www.stjamesbirmingham.org
churchoffice@stjamesbirmingham.org
248 644 0820

October 2, 2025

Dear City Commissioners,

For years, St. James has been neighbor to the Birmingham Fair. Often we have families who attend our preschool or are members here attend. We have often made it a reward for good attendance in one of our youth programs. It is a beloved part of our history and looked forward to by many of our members.

The fair can be a nuisance, especially in terms of parking, but that is a small issue compared with the joy that it brings. I am grateful for the responsiveness of the Chamber of Commerce the one or two years when there have been issues and their rapid response. I am also grateful for the work done by the chamber, Chief Grewe, and Captain Kearney to make parking issues have as little an impact as possible while still keeping people safe.

Speaking of safety, I know that it has been a concern in past years, and maybe for good reason. But letting a few incidents led by people of ill intent ruin the joy the fair brings to so many would be a mistake. It would be a great shame to lose this institution of our city that so many look forward to – including parents who used to love to go when they were kids now bringing their own children. St. James is willing to help in any way needed as a first aid station, access to water, or any other way that we can make a difference.

We look forward to visiting the fair this May and being neighbors once again.

Faithfully,

The Rev. Josh Hoover

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

October 14, 2025
Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

Re: Support for the 2026 Village Fair Permit

Dear Commissioners,

On behalf of the Birmingham Family YMCA, we are writing in support of the Village Fair through the Birmingham Bloomfield Chamber of Commerce. The event has been a meaningful part of our community, helping local children and families through its generosity.

Proceeds from the Fair make it possible for the Birmingham Y to reach more kids each year—this year, helping 10 children learn to swim and giving 6 children the chance to attend summer day camp. For as long as we've been a nonprofit partner, the Village Fair has played a role in making the Y's mission possible by creating access, building confidence, and strengthening community.

We're grateful for the Chamber's continued partnership and for the City's support of this important Birmingham tradition.

Sincerely,
Kelly Stubbe
Executive Director
Birmingham Family YMCA

BIRMINGHAM FAMILY YMCA
400 E. Lincoln Street, Birmingham, MI 48009
P 248 644 9036 F 248 644 8378 ymcadetroit.org/birmingham

DEPARTMENT APPROVALS

LICENSE NUMBER #26-00013007
NOTE TO STAFF: Please submit approval by 10/13/25

EVENT NAME: Village Fair
COMMISSION HEARING DATE: 10/27/25
DATE OF EVENT: 05/27-31

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	Tents over 400 SQFT. Require a permit.	1. Generator Permit? 2. Hydrant Permit?	$357.50	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	EMS personnel to stand by with apparatus All structures, rides, food trucks to be inspected prior to event opening.		$7000.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	1. Uniform officers: Dayshift holdover, full fair detail, plus additional evening-close detail. 2. Detectives, drone/Overwatch detail. 3. Barricades, cones, meter bags. 4. On-duty officers will provide additional patrols at no cost.		24,521.48	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	1). The event coordinator is outsourcing the dumpsters. 2). The event coordinator will provide power washing after the event and will occur to streets, sidewalks and granite. 3).The event coordinator is responsible for scheduling a meeting with a City of Birmingham DPS representative prior to power washing the areas. Power washing needs to occur one day after the event and needs to be completed Monday-Friday, 8am-5pm. 4). Delivery/Removal of barricades will be provided.		$2,500	

ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	An obstruction permit is required	Obstruction Permit	$100	
PARKING	AF	Guests pay the posted rate at all meters and parking 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	
			TOTALS: Estimated and Actual Costs	**$34,478.98**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

MEMORANDUM

Department of Public Services

DATE: October 21, 2025

TO: Jana Ecker, City Manager

FROM: Brendan McGaughey, Parks and Forestry Foreman
Scott Zielinski, Director of Public Services

SUBJECT: 2025 Fall Tree Purchase and Plant

INTRODUCTION:
Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. The tree replacement program is publicly bid in the spring and fall for each planting. Sealed bids were opened on Thursday, October 2, 2025 to select the contractor to provide and plant three hundred and forty-two (342) trees for the City. This project will be the largest tree planting conducted by the City in recent history. The increase in planting correlates with the increasing number of storm damaged trees in recent years requiring removal, as well as filling in gaps in the urban forest tree canopy. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-ways and parks in fall 2025 with a project completion deadline of December 5, 2025.

BACKGROUND:
This purchase will include providing all trees, planting, topsoil, mulch, stakes and necessary pruning for proper installation. The trees come with a 2-year warranty. Watering is the responsibility of the property owner adjacent to the right-of-way space where the tree is planted. The information and details provided to residents about the tree planting process, including species selection, future watering requirements and other helpful information is provided below under public communications.

Three (3) bidders responded to the request for proposals. The result of the sealed bids follows in the table below:

Bidder	Base Bid	Deviations?
KLM Landscape	**$196,335.00**	**No**
Sherman Nursery Farms	$235,523.00	Yes, size and cultivar
Berns Landscaping Services, Inc.	$276,855.74	No

KLM Landscape is the most responsive bidder with the lowest price. KLM Landscape has completed several successful planting projects for the City and is able to supply all trees and perform all work as requested.

LEGAL REVIEW:
The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:
This project was included in the 2025-2026 Approved Budget. Funds are available from the following accounts:

- $48,170 from the Major Streets-Operating Supplies (202.0-449.005-729.0000)
- $55,701 from the Local Streets-Operating Supplies (203.0-449.005-729.0000)
- $46,230 from the Major Streets-Forestry Service Contractual Services (202.0-449.005-819.0000)
- $46,234 from the Local Streets-Forestry Service Contractual Services (203.0-449.005-819.0000)

Although a budget amendment is not needed at this time, the increased demand for replacement trees from storm damage, and based on current prices, the City may consider it for the spring 2026 planting program to continue replacement in the magnitude of more than 200 trees per planting.

PUBLIC COMMUNICATIONS:
In advance of the project, the Department of Public Services (DPS) places a door hanger at residential addresses that will receive a tree as part of the spring or fall planting program. The door hanger details species recommendations and encourages residents to participate in the species selection process. Resident participation is encouraged to help foster a relationship with the City and further the goal of residents being equally invested in ensuring the success of the tree. Upon tree planting, another door hanger is provided at the residence with tree care instructions including future water requirements.

SUSTAINABILITY:
The forestry division replants trees wherever they have been removed and/or when there is adequate spacing in the easement using the "right tree, right place" method, and with a focus on species diversity (native when possible). Existing overhead and underground utilities are taken into account, as well as other standard urban forestry practices such as appropriate spacing from other trees, signs, light poles, structures, crosswalks, etc.

These proven methods in the urban forestry industry are key to achieving a healthy, safe and sustainable urban forest that provides numerous environmental and health benefits that can be enjoyed for years to come. The City added approximately 200 trees to the removal list due to storm damage in 2024 alone, the majority of which were also on the prohibited species list. The removal of prohibited species trees, in addition to the removal of diseased or dying trees that are presenting a hazard to the public and the replacement of them with healthy, safe and approved species are critical components in achieving a sustainable urban forest.

DESIGN CONSIDERATIONS:
The City selects trees from our approved species list (separated into large, medium and small categories based on height and width at maturity) with considerations to sustainability and what is appropriate for the planting location. Growth habits are considered when selecting species, taking into account many factors such as the size of the right-of-way, spacing from other trees, driveway approaches, signs, overhead and underground utilities, etc.

SUMMARY:
The RFP requires bidders to provide references, completed projects similar in scope, size and purpose, and written plan/timeline for the project. After reviewing all submitted materials, the Department of Public Services recommends awarding the 2025 Fall Tree Purchase and Plant project to KLM Landscape, which has previously successfully completed several tree planting projects for the City. Also, they are the lowest responsible and responsive bidder for the 2025 Fall Tree Purchase and Plant project.

This project consisting of 342 trees averages $574.08 per installed tree, which is consistent pricing for past planting projects but slightly higher due to a wider variety of species, some of which are more difficult to procure. Also, with a record-breaking number of trees to be planted, the total price is higher than our typical spend on semi-annual plantings.

The increased storm activity since 2021 has led to hundreds of tree removals leading to an increased need for replacement trees. Also, the removal of a large tree can create an appropriate amount of growth space for replacement with more than one tree at times, which the City does whenever feasible. Gaps in the tree canopy are also addressed when the City is assembling planting locations, which increases efficiency and bolsters the numerous benefits the City's urban forest provides!

ATTACHMENTS:
- Agreement signed by KLM Landscape
- Insurance Certificate
- Bidder's Agreement
- Cost Proposal
- Iran Sanctions Act Vendor Certification Form

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to award the 2025 Fall Tree Purchase and Plant project for 342 trees to be installed to KLM Landscape, for a total cost of $196,335.

Further, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AGREEMENT OF 2025 Fall Tree Purchase and Plant

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin St, Birmingham, MI 48009 (hereinafter referred to as the City) and KLM Landscape a Michigan LLC (Corporation, P.C., LLC,), whose address is 70570 Powell Rd Armada,MI 48005, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires installation of three hundred and forty-two (342) trees in various street right-of-ways and parks, and in connection therewith has requested proposals for tree purchase and planting; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the purchase and installation of three hundred and forty-two (342) trees in various City street right-of-ways and parks.

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

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025 Fall Tree Purchase and Plant, dated OCTOBER 2ND, 2025, which includes installation of three hundred and forty-two (342) trees in various street right-of-ways and parks, 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 warranty term of (2) years from the time the last tree is installed. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all trees planted. by the Contractor through such date.

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

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

5. **INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts

at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

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

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

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

11. STANDARD INSURANCE REQUIREMENTS:

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

A. Workers' Compensation Insurance:

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

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

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

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall

have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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: Scott Zielinski

Contractor:
KLM Scape & Snow LLC d/b/a KLM Landscape
70570 Powell Rd
Armada, MI 48005
Attn: Kirk Knobloch

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

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

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

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the 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.

17. 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.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

19. 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 Sept. 29, 2025, to the City's Request for Proposals dated Oct. 2nd, 2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's Sept. 29, 2025 (date of response) response, the terms of this Agreement shall prevail.

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

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

CONTRACTOR:

By:_____
Its: Kirk Knobloch, Owner

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 14th day of October, 2025, before me personally appeared Kirk Knobloch, who acknowledged that with authority on behalf of KLM Landscape to do so he/she signed this Agreement.

_____
Notary Public
Oakland County, Michigan
Acting in Macomb County, Michigan
My commission expires: 5/16/31

NICOLE COLON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 16,2031
Acting in the County of Macomb

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Date:_____

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Scott D. Zielinski, PE, Director of Public Services
(Approved as to substance)

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2025

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

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

PRODUCER	CONTACT NAME: Jordan Misze	
Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)853-0930	FAX (A/C, No): (248)853-1512
	E-MAIL ADDRESS: jmisze@alliedinsmgr.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance	12572
INSURED	INSURER B :	
KLM SCAPE & SNOW, LLC DBA KLM LANDSCAPE KLM LANDSCAPE SUP 70570 POWELL RD ARMADA MI 48005-4009	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Blanket Additional Insured X WOS & P&NC GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		S 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			S 2623472	1/11/2025	1/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto Phys. Damage per loss	$ 1,000,000 $ $ $ $ 75,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			S 2623472	1/11/2025	1/11/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 9137777	1/11/2025	1/11/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased & Rented			S 2623472	1/11/2025	1/11/2026	Limit	200,000

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

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commission and/or authorities and board
members, including employees and volunteers thereof are named as additional insured with respect to the General Liability coverage, pertaining to work and/or services performed by the named insured.

CERTIFICATE HOLDER

City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Beardslee/JWM

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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INSURED'S COPY

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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PRIMARY AND NONCONTRIBUTORY — OTHER INSURANCE CONDITION

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2623472

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** — Coverage **A**, and for all medical expenses caused by accidents under Section **I** — Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** — Coverage **A,** and for all medical expenses caused by accidents under Section **I** — Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

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WC 00 03 13
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M., standard time, forms a part of

Policy No. WC 9137777 Endorsement No. Premium (if any) $

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

40000FWC 9137777682

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

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INSURED'S COPY

Contracting, Installation, Service and Repair
General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSUREDS

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

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If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs **1.** and **2.** above:

a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

b. Only applies to the extent permitted by law; and

c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

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b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

a. Personal property, including keys, in the care, custody or control of an insured; and

b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

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E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:

c. Any easement or license agreement;

2. Paragraph **f.(1)** is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

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Attachment A

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
For 2025 Fall Tree Purchase and Plant

Sealed proposals endorsed **"2025 Fall Tree Purchase and Plant"**, will be received at the Department of Public Services, 851 S. Eton St, Birmingham, 48009; until **Thursday, October 2, 2025 at 2 p.m.**, after which time bids will be publicly opened and read. Results will be posted on MITN.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to install three hundred and forty-two (342) trees in various street right-of-ways and parks. This work must be performed as specified 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 the City of Birmingham, 851 S. Eton, Birmingham, Michigan, ATTENTION: Brendan McGaughey.

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:	September 23, 2025
Deadline for Submissions:	Thursday, October 2, 2025 at 2 p.m..
Contact Person:	Brendan McGaughey 851 S. Eton St. Birmingham, MI 48009 Phone: 248-530-1715 Email: bmcgaughey@bhamgov.org

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
For 2025 Fall Tree Purchase and Plant

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INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors/firms to install three hundred and forty-two (342) trees in various street right-of-ways and parks throughout the City. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a firm will be completed by October 28, 2025. An Agreement for services will be required with the selected Contractor. The Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to install three hundred and forty-two (342) trees in various street right-of-ways and parks.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than October 2, 2025 at 2 p.m. to:

Department of Public Services
851 S. Eton St
Birmingham, Michigan 48009
Attn: Brendan McGaughey

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**2025 Fall Tree Purchase and Plant**". Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder 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 in writing and delivered to:
   Brendan McGaughey, 851 S. Eton St., Birmingham, MI 48009
   OR bmcgaughey@bhamgov.org
   Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to 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 of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and 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

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

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.
6. Previous successful planting projects in Birmingham.

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 execute a contract within ten (10) days after the award of the proposal.

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. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than 5% of the total bid price, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

   No proposal shall be withdrawn for a period of six (6) months after the date set for the opening of bids.

   A single check, bond or draft may serve to cover 2 or more alternative proposals when such alternative proposals are submitted by the same bidder.

7. 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.

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

9. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

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

1. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment B - p. 20)
   b. Cost Proposal (Attachment C - p. 21)
   c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 23)
   d. Agreement (p. 13 – **only if selected by the City**).

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p.9).

4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.

7. 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 materials included in the Contractor's proposal.

8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.

9. The Contractor will be responsible for obtaining the building and parking permits if applicable at no cost to the contractor.

10. 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 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 bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 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 11 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, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and 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

It is anticipated that this project will be completed by **December 5, 2025**.

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

LIQUIDATED DAMAGES:

The contractor shall pay to the City of Birmingham as liquidated damages, the sum of $500/per day for each calendar day after the time period specified under "Time of Completion" that the work to be performed by the Contractor is not completed. Liquidated damages are established

to compensate the City and the public for costs caused by the Contractor by the inconvenience of extending the work beyond the time specified.

For the purposes of determining liquidated damages, the contract time for work shall be increased proportionately to increases in contract value (if any) provided both of the following conditions are met:

1. Increase in contract value is greater than 10% of the base bid.
2. The parties have not adjusted the contract time by other mutually agreeable means such as an executed change order.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The Contractor shall furnish all labor, materials, and equipment required to perform all required work necessary for the purchase and installation of three hundred and forty-two (342) trees in various street right-of-ways and city parks in accordance with the requirements as defined and noted herein.

2. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner. . **All bidders will outline their procedures for dust and debris collection during working hours and all cleaning activities.**

3. The Contractor shall be responsible for repairing any damage caused as a result of working, including grass repairs with seed and topsoil. Damage to irrigation systems must be reported immediately to the City representative. Damaged irrigation pipes should be left above ground and capped/taped off until Contractor is able to repair it.

4. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

5. The Contractor shall provide any and all manuals and/or warranty information related to this project to the City upon completion of the project.
    a. **The City of Birmingham requires a 2-year unconditional guarantee, from the date installed, to replace dead or dying trees at the City of Birmingham's request.**

6. The Contractor shall comply will all City of Birmingham's regulations for maintaining construction sites.

7. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

8. Substitutions: Substitutions may be allowed for certain species depending on availability, but every effort to supply requested species is preferable. If a substitution is anticipated, bidder shall indicate size or species substitution clearly in the cost proposal. **City official must approve substitutions prior to tree stock delivery.**

GENERAL GUIDELINES

Planting:

Stock shall be handled in such a manner that the roots shall remain intact, the branches unbroken, and the bark intact and not loosened from the wood.

Tree balls must be transported and unloaded in such a way as to minimize breaking of the tree ball. Rolling of tree balls down ramps is an unacceptable procedure. Ball carts or "tree jaws" are the preferred methods for moving trees. Loading with mechanical

buckets or forks is permitted provided padding is in place to protect the tree trunks from abrasion.

All trees will be planted according to ANSI tree planting specifications. Tree holes shall be dug so root flair is at soil level **SLIGHLTY ABOVE GRADE TO ACCOMMODATE FOR MULCH**. Tree holes shall be 12" wider than the root spread of the tree to be planted. On wet, poorly drained sites, the tree should be planted a few inches higher than normal. Measure the proper depth before placing the tree in the hole. All trees shall be planted plumb. All planting holes shall be at least twice the size of the root ball at the top of the planting hole. If unsure about planting in the rain, contractor shall check with City representatives. Trees are not to be placed in front of homes or businesses in advance of planting. Tree holes are not to be dug and left open overnight.

The top 2/3 of the wire basket, twine and burlap must be removed <u>after</u> the tree is firmly set in place in the planting hole. This removal shall include binding twine, burlap, wire loops and first row of wire squares. Existing root balls will be disposed of by contractor. Cut and remove the upper part of the wire basket so it will not interfere with roots as they grow. The hole shall be backfilled with topsoil (see #2 below) and watered. The surface for a radius of three (3) feet around the tree shall be slightly saucered to retain moisture.

The contractor shall remove any existing trees or stumps that may be in the planting location. Restoration of any lawn damaged during installation shall be the responsibility of the tree planting contractor.

All unused excavated material shall be removed from the location and shall be disposed of in a legal and approved manner. The planting site shall be left in a neat and clean condition.

Trees that are planted at the wrong site will be removed and replaced at the Contractor's expense, and the correct species of tree will be planted. The City of Birmingham reserves the right to reject the replanting of a tree that was planted at a wrong address if it is to be transferred to the correct address.

Topsoil:
Backfill material shall consist of one-half native soil and no more than one-half imported topsoil. Native soil, especially clay, is NOT to be placed on top of any planted root ball. Only topsoil is to be used in this application. [**NO** backfill shall be placed on top of the root ball of the tree].

Topsoil for backfilling shall be fertile, friable, natural topsoil. It shall be without admixture of subsoil and shall be reasonably free of stones, lumps, plants or their roots, sticks or other extraneous matter, and shall not be delivered in a frozen condition. Soil shall contain at least five percent (5%) but not more than twenty percent (20%) by weight of organic matter determined by ignition after being dried to a constant weight at 221ºF. The City reserves the right to reject any loads of topsoil which do not meet the above specifications.

Mulch:
Trees are to be mulched 3" with high quality hardwood mulch. **Extreme care should be exercised to ensure the root flare is visible, mulch is at least 1" away and not touching the root flare, and that no "mulch volcanoes" are created.**

Pruning:
Trees should have a central leader and a radial branching structure. Any branches that might tend to develop into "V" crotches shall be subordinated so as not to become co-dominant. Care shall be taken in pruning to preserve the natural character of the tree. Dead, broken and badly bruised branches shall be removed with a clean cut.

Staking:
All trees must be staked, unless otherwise requested by the City.

Watering (Spring Plant Only):
Trees shall be adequately watered by the Contractor (10-20 gallons) immediately after planting.

Notification:
Tree care notices (supplied by the City) shall be placed at all residential locations upon completion of the planting.

Responsibility for Damage:
The Contractor shall be responsible for all damage done to sod, sidewalk, drive approaches, underground sprinkling systems, wiring, piping, etc., that may occur during the planting operation. The Contractor shall also be responsible for notifying Miss Dig of the starting date of the project far enough in advance to allow all of the utilities to respond. The Contractor will remove the Miss Dig flags and dispose of them after the tree is planted. The Contractor will repair any broken sprinkler lines within 24 hours of any breakage.

Specifications for Plant Materials:

Materials must be free of Insects, Disease or Damage:
All plants shall be strong, healthy, clean, well grown, free from insects, disease, rodent or mechanical injuries, disfiguring knots, sun scald, burns, frost cracks, broken bark and dead branches, broken roots, stubs, or any other objectionable features or the results of any of the above mentioned objections. All scars of former pruning shall be smooth and healed.

Sizes:
All plants shall be of the size specified. The size stated in each case being interpreted to mean dimensions of the plant as it stands in its natural position in the nursery without straightening out of the branches or removing any of its branches or leaders.

Balled and Burlap:
Plants marked B&B are to be balled and burlapped in the original and undisturbed soil in which they are grown. Plants having earth applied in any manner to the roots after they are dug shall not be accepted. The root balls of plants should be moist and not dried out. Trees

will not be accepted if the balls of earth are loosened or broken. Trees may be staked upon request by the City. The minimum diameter of the balls of earth shall be at least equal to those given in the following schedule:

Diameter of tree in Inches	Diameter of Ball in Inches
(a) To 1.5"- 2"	Container
(b) To 2½	24
(c) To 3	28
(d) To 3½	32
(e) To 4	36

Certificates of Inspection:
All shipments of trees must be inspected by the State Department of Agriculture or other appropriate agency, before removal from the nursery, and declared and certified free from disease and insects, subject to local, state, and federal laws relative to the shipping of plants in interstate commerce.

All necessary inspection certificates must accompany each shipment.

ATTACHMENT B - BIDDER'S AGREEMENT

For 2025 Fall Tree Purchase and Plant

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.

Kirk Knobloch	9/29/2025
PREPARED BY (Print Name)	**DATE**
Owner	9/29/2025
TITLE	**DATE**
	KLM@KLMLandscape.net
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
KLM Scape & Snow LLC d/b/a KLM Landscape	
COMPANY	
70570 Powell Rd Armada,MI 48005	586-752-5562
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For 2025 Fall Tree Purchase and Plant

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

Species	Quantity	Size (caliper)	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2-year warranty)	Comments: Substitution, variety, etc.
Aesculus x carnea (Red Horse-Chestnut)	1	2"-2.5" DBH	$ 555.00	$ 555.00	
Amelanchier arborea (Downy serviceberry)	1	2" DBH or 6'-7'	$ 395.00	$ 395.00	
Carpinus betulus (European hornbeam)	4	3"-3.5" DBH	$ 755.00	$ 3,020.00	
Carpinus caroliniana (American hornbeam)	26	3"-3.5" DBH	$ 755.00	$ 19,630.00	
Celtis occidentalis (hackberry)	1	3-3.5" DBH	$ 765.00	$765.00	
Ceridiphyllum japonicum (Katsura tree)	2	3"-3.5"	755.00	1,510.00	
Cercis Canadensis 'Ace of Hearts' (Eastern redbud 'The Rising Sun')	5	2" DBH or 6'-7'	$ 365.00	$ 1,825.00	
Cladrastis kentukea (Yellowwood)	43	3-3.5" DBH	$ 585.00	$ 25,155.00	
Cornus kousa (Kousa dogwood)	4	2"-2.5" DBH or 7'-8'	$ 395.00	$	
Ginkgo biloba (Ginkgo) **MALE ONLY**	19	3-3.5" DBH	$ 815.00	$ 15,485.00	
Gleditsia triacanthos var. inermis 'Skycole' (Skyline honeylocust)	3	3"-3.5" DBH	$ 555.00	$ 1,665.00	
Gymnocladus dioicus 'Espresso-JFS' (Kentucky coffeetree 'Espresso')	21	3-3.5" DBH	$ 555.00	$ 11,655.00	
Liquidambar styraciflua (sweetgum) **MALE ONLY**	8	3-3.5" DBH	$ 445.00	$ 3,560.00	
Liquidambar styraciflua (sweetgum) 'Slender Silhouette'	2	3-3.5" DBH	$ 495.00	$ 990.00	
Liridendron tulipfera (Tuliptree)	13	3"-3.5" DBH	$ 555.00	$ 7,215.00	

Species	Quantity	Size (caliper)	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2-year warranty)	Comments: Substitution, variety, etc.
Liriodendron tulipifera 'Arnold' Clmnr. Tuliptree	3	3-3.5" DBH	$ 540.00	$ 1,620.00	
Maclura pomifera 'White Shield' (Osage orange)	12	2-2.5" DBH	$ 495.00	$ 5,940.00	
Nyssa sylvatica (Black gum)	24	3"-3.5" DBH	$ 495.00	$ 11,880.00	
Ostrya virginiana (Eastern hophornbeam)	9	3-3.5" DBH	$ 735.00	$ 6,615.00	
Quercus bicolor (Swamp white oak)	13	3"-3.5" DBH	$ 455.00	$ 5,915.00	
Quercus bicolor 'Bonnie & Mike' (Beacon oak)	1	2"-2.5" DBH	$ 495.00	$ 495.00	
Quercus macrocarpa (Bur oak)	15	3"-3.5" DBH	$ 455.00	$ 6,825.00	
Quercus x 'Nadler' (Nadler hybrid oak)	3	2"-2.5" DBH	$ 455.00	$ 1,365.00	
Quercus x bimundorum 'Crimschmidt' ('Crimson Spire' oak)	1	2"-2.5" DBH	$ 495.00	$ 495.00	
Syringa reticulata (Japanese tree lilac)	4	3-3.5" DBH	$ 405.00	$ 1,620.00	
Tilia Americana (American linden)	11	3-3.5" DBH	$ 605.00	$ 6,655.00	
Tilia cordata 'Greenspire' (Littleleaf linden)	2	3-3.5" DBH	$ 655.00	$ 1,310.00	
Tilia tomentosa (Silver linden)	1	3-3.5" DBH	$ 655.00	$ 655.00	
Ulmus Americana 'Princeton' (Princeton elm)	2	3-3.5" DBH	$ 425.00	$ 850.00	
Zelkova serrata 'Wireless'	5	3-3.5" DBH	$ 605.00	$ 3,025.00	
Zelkova serrata 'Musashino'	31	3-3.5" DBH	$ 555.00	$ 17,205.00	
Zelkova serrata 'Green Vase'	52	3-3.5" DBH	$ 555.00	$ 28,860.00	
TOTAL	**342**			$ 196,335.00	

Firm Name KLM Scape & Snow LLC d/b/a KLM Landscape

Authorized signature _____ Date 9/29/2025

5J

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For 2025 Fall Tree Purchase and Plant

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.

Kirk Knobloch	9/292025
PREPARED BY (Print Name)	**DATE**
Owner	
TITLE	**DATE**
	KLM@KLMLandscape.net
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
KLM Scape & Snow LLC d/b/a KLM Landscape	
COMPANY	
70570 Powell Rd Armada,MI 48005	586-752-5562
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
38-3304871	
TAXPAYER I.D.#	

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Finance

DATE: October 7, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary J. Chavez, Finance Director-Treasurer

SUBJECT: Public Hearing for Program Year 2026 Community Development Block Grant Application

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INTRODUCTION:
The Finance Department is requesting that the City Commission set a public hearing for November 17, 2025 in order to hear public comments on the City's 2026 Community Development Block Grant (CDBG) application.

BACKGROUND:
Every year the City receives a grant for the Community Development Block Grant program. This is a Federal grant program which is administered by Oakland County. The purpose of the grant is to:

- Primarily benefit low- or moderate-income persons or households
- Aid in the elimination of slum or blight conditions
- Meet an urgent community need

Previously, the City has used these funds to assist low income seniors and to make ADA compliant renovations to City property.

Oakland County has given the City a planning allocation of $31,462 for the 2026 program year (July 2026 – June 2027). This is the same amount which was originally allocated to the City for the 2025-2026 program year and is subject to change. The County altered its allocation method to the communities this year, so the City may not receive the full amount.

In order to be eligible to receive these funds, the City must conduct a public hearing to receive citizen input, make a determination of eligible projects to be pursued and submit a completed application to Oakland County by December 5, 2025. The public hearing must be noticed at least 10 days in advance of the meeting.

LEGAL REVIEW:
None required.

FISCAL IMPACT:
None.

SUSTAINABILITY:
Not applicable.

DESIGN CONSIDERATIONS:
Not applicable.

PUBLIC COMMUNICATIONS:
If the City Commission approves the public hearing, the hearing notice will be published in the newspaper.

SUMMARY:
It is recommended that the City Commission set November 17, 2025 as the date to conduct the required public hearing. If the public hearing is set for November 17, 2025, a list of recommended projects and funding allocation will be presented to the public and commission for consideration at that time.

ATTACHMENTS:
None.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set November 17, 2025 as the public hearing date for the Program Year 2026 Community Development Block Grant Program.

BIRMINGHAM
A WALKABLE CITY

October 2025 City Manager's Report

Baldwin Public Library

Library Board
The Library Board will meet on Monday, October 27, 2025 at 7:30 p.m. for its regular meeting.

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

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

Idea Lab: The Grand Tour
Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, November 5 at 7 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Upcoming events of interest

The Hungry Gumshoe Society Mystery Series: Family Friendly Interactive Program
Saturday, November 8 from 6-8:30 p.m.
The Birmingham Chapter of the Hungry Gumshoe Society (HGS) needs your help solving a mystery that has gone cold for decades. Examine the evidence, speak to the society members, and investigate the library for clues, so the HGS can finally close Birmingham Case File #17. This is an after-hours interactive event for ages 12 and up.

Friends of the BPL Fall Book and Media Sale
Saturday, November 15 from 10 a.m. – 4 p.m.
Sunday, November 16 from 12:30 p.m. – 4:30 p.m.
Shop fresh new inventory on the lower level of the library, and stock your home library for the fall and winter! Surprise wrapped gift books will also be for sale. Sunday is Bag Sale Day! Buy a bag for $5 and stock your home library for the fall and winter!

Local Author Fair
Saturday, November 15 from 2-4 p.m.
Readers of all ages (kids, teens, and adults) are encouraged to drop by the library and visit with local writers and illustrators. Discover your next great read or the perfect holiday gift while getting to know some of our local authors and illustrators. Head to baldwinlib.org/youth for a complete list of participating authors and illustrators. No registration required.

Book Matchmaker: Using the Catalog & Advisory Tools
Thursday, November 20 from 3-4 p.m.
Discover how to find your next great read by learning to navigate the library catalog with confidence and explore trusted reader's advisory websites like NoveList and Goodreads. This class will guide you through tools and tips for uncovering books tailored to your interests, whether you're seeking a cozy mystery, a gripping memoir, or something entirely new.

IDEA LAB RETRO EXPO - An Interactive Exposition of Vintage Video Games and Computers!
Friday, November 21 from 12-5 p.m.
Saturday, November 22 from 10 a.m. to 5 p.m.
Sunday, November 23 from 12-5 p.m.
The Idea Lab presents our third annual expo of vintage computers and games! Play classic games on authentic hardware and experience tech from the peak of the digital revolution! IBM, Apple, Nintendo, Sega, Playstation and more! No registration needed to attend.
Do you have some vintage tech you're proud of? Register to reserve a table, and bring your own gear to the show! To exhibit gear or volunteer at the event, please visit https://forms.gle/6CK1oMhnbFyBXnYp9.

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

Birmingham Museum

Last Chance for Museum's Transportation Exhibit
The Birmingham Museum's popular transportation exhibit will be closing after Wednesday, November 26. The exhibit features many aspects of Birmingham's development that relate to evolution of transportation during the 19th and 20th centuries, including the downtown area, emergence of neighborhoods, and changes to the City's physical character.

Allen House to close Thanksgiving through December for new exhibit installation
After Thanksgiving, the Allen House will be closed to the public to install the museum's 2026 exhibit celebrating our local heritage during America's 250th. "Celebrating Birmingham History: It's Everywhere!" will include unique interactive displays and an in-depth look at some of Birmingham's well-known families who fought to serve America from the Revolutionary War to the Korean conflict and beyond.

Another important aspect of the 2026 exhibit will look at a subject that is in increasing demand from our audience – our local Native American heritage. The museum will be using its recently acquired collection of Great Lakes tribal basketry as the foundation for a special display during 2026 in collaboration with other Michigan museums and tribal experts. The display will present a balanced view of our Indigenous cultural heritage and tribal contributions to our history, past and present.

Birmingham Shopping District

Special Events

On Sunday, October 26, 2025, we hosted the final Farmers Market of the season with fall- and Halloween-themed festivities during the End of Season Celebration. The Farmers Market will return on Sunday, May 3, 2026 for its 24th season.

The second annual BirminghamBURGER event continues through October 31, 2025! Since October 1, nearly 20 local chefs have been competing in a friendly, sizzling battle of taste, creativity, and presentation to win the title of *Best Burger in Birmingham*. We encourage everyone to participate – every vote counts! Visit downtownbirmingham.com/burger to see all of the burgers and learn more.

These events continue to increase the number and frequency of visitors to Downtown Birmingham and boost awareness for our local shops and restaurants, and build community connections.

Business Anniversary Recognition

Each year, the BSD recognizes and celebrates our long-standing businesses through its Business Anniversary Recognition program. This year, the BSD recognized nearly 40 businesses with milestone anniversaries. The five businesses celebrating 25-year anniversaries and up, including Coldwell Banker Professionals (75 years), Max Broock (75 years), The Birmingham Tailor (25 years), Legacy Jewelry (25 years) and Willits Property Management (25 years) were formally recognized during a special event at our October 9, 2025 BSD Board meeting. In addition to those recognized at the board meeting, we celebrated 16 businesses with 5-year anniversaries and 18 businesses with 10-year anniversaries, each with a personalized gift and visit from our team.

Office Renovations

As part of our capital improvement projects for the 2026 fiscal year, the BSD is completing renovations to their office space in City Hall. The renovations include removal of wallpaper, new paint, new carpet and other minor upgrades.

Building Department

Board of Zoning Appeals
Due to a lack of a quorum, the three cases on the September 9, 2025 agenda will be heard at the Board of Zoning Appeals regular meeting in October.

1. 495 Vinewood: The property owner is requesting a variance on the minimum open space requirements to replace the existing driveway.

2. 270 S. Glenhurst: The property owner is requesting a variance from the minimum rear yard setback to construct an attached pergola to the rear of the existing home.

3. 309 Arlington: The property owner is requesting a variance on the placement of a standby generator.

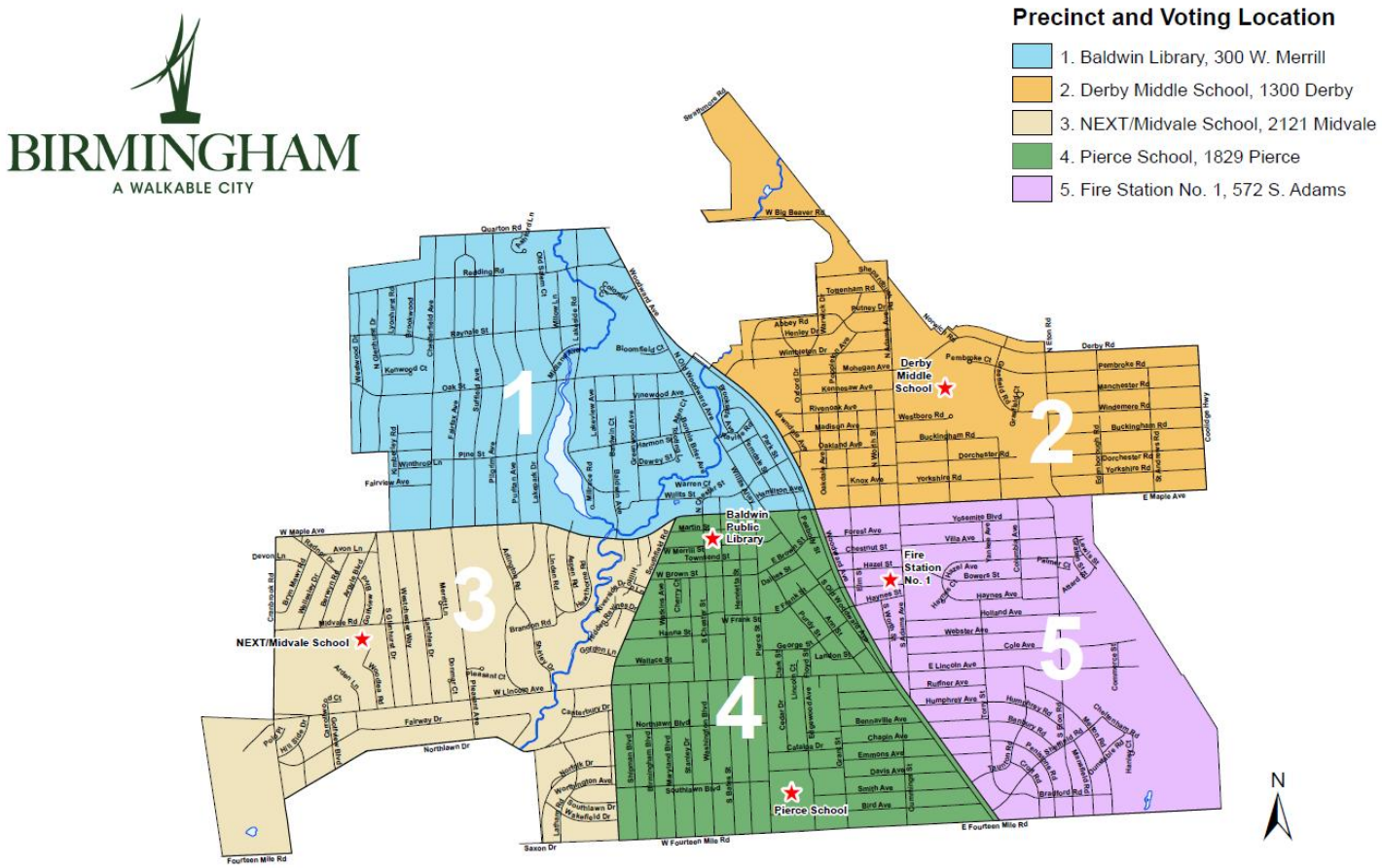
Online Permit Applications
In the month of September, we processed 331 permits online, bringing this year's total permits processed electronically to 2,986.

Monthly Report
The Building Department's monthly report shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

November 4, 2025 Election

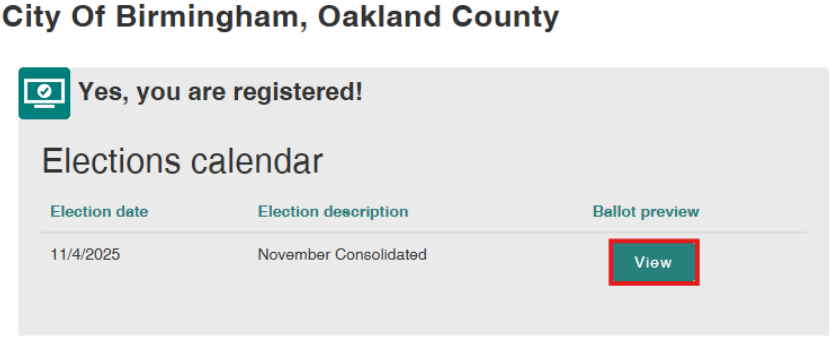
In preparation for the November 4, 2025 local election, the City Clerk's Office encourages all voters to review the new precinct and voting location map if they plan to vote in person on Election Day. Voters will find more information at bhamgov.org/vote and mi.gov/vote.



What is on the ballot?

Voters are encouraged to preview their ballot by using the mi.gov/vote tool.

- Select "Am I registered?" then enter your information
- On mi.gov/vote you can:
  - View a sample ballot
  - View your Clerk's Office contact, location and hours
  - View drop box locations
  - View your election day polling location
  - View early voting information
  - Review your voting districts
  - See information about your absentee ballot if one was requested, sent or received
  - And much, much more!



Absentee Voters

New Drop Box Location!

- Fire Station #1 - 572 S. Adams - West side of the building right of the bay doors - 24/7

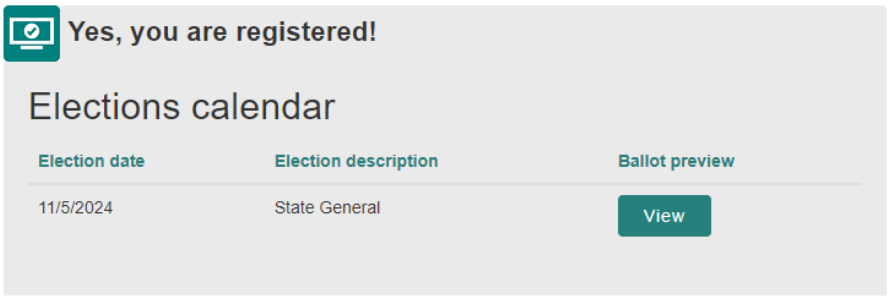
Existing Drop Box Locations:

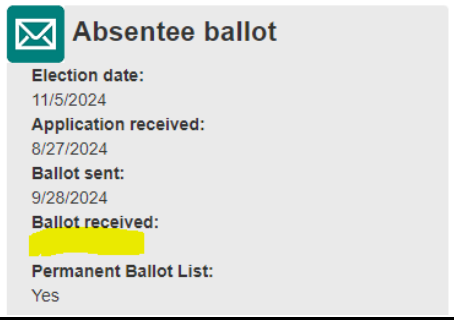
- City Hall - City Clerk's office counter during business hours, Monday-Friday, 8 a.m. - 5 p.m.
- City Hall - Drive up entrance from Henrietta - 24/7
- City Hall - Drop box in the flower bed at the south entrance to City Hall - 24/7

Track your ballot!

The City Clerk's Office recommends that voters track their ballot on mi.gov/vote.

1. Click the "Am I registered?" prompt
2. Type in your information
3. Check the status of your ballot and/or review all other important voting information that pertains specifically to you, such as previewing your ballot and reviewing your polling locations.





Parking

Special bagged meters for voter parking will be available:

- Saturday, November 1, 2025 from 8:30 a.m. - 4:30 p.m. in front of City Hall for any last minute voter registration or absentee ballot needs.
- On Election Day, Tuesday, November 4, 2025 in front of the City Clerk's Office from 7 a.m. - 8 p.m.
- On Election Day, Tuesday, November 4, 2025 in front of Baldwin Library for Precinct 1 voters from 7 a.m. - 8 p.m.
    - Baldwin Library - Precinct 1 voters will also have easy access and two free hours of parking in the Chester Garage

Trusted Sources and Outside Organizations

As you know, election season comes with an abundance of political communications regarding voting. Outside organizations reach out to voters with texts, emails, phone calls, door knocking, etc.

Many times these outside organizations use old mailing and contact lists for their political communications, and sometimes communications from outside organizations can cause confusion or doubt in the voting process. If you have questions about any information you received, please check with your TRUSTED resources.

The Michigan Bureau of Elections provides an abundance of information on mi.gov/vote, where voters may update their registration information, apply for an absentee ballot, track their absentee ballot, find out information such as polling locations, sample ballots, office hours for your local clerk, drop box locations, and so much more.

Additionally, voters can reach out to their local clerk to verify information. Birmingham voters should reach out to the Birmingham City Clerk's Office by email at elections@bhamgov.org or call (248) 530-1880 with any questions regarding their voter registration and information about absentee voting, early voting or voting on Election Day.

Early Voting Dates and Times for the November 4, 2025 Election

Day	November 4, 2025 Election	Time
Saturday	10/25	8:30 a.m. to 4:30 p.m.
Sunday	10/26	8:30 a.m. to 4:30 p.m.
Monday	10/27	8:30 a.m. to 4:30 p.m.
Tuesday	10/28	8:30 a.m. to 4:30 p.m.

Wednesday	10/29	8:30 a.m. to 4:30 p.m.
Thursday	10/30	12:00 p.m. to 8:00 p.m.
Friday	10/31	8:30 a.m. to 4:30 p.m.
Saturday	11/1	8:30 a.m. to 4:30 p.m.
Sunday	11/2	8:30 a.m. to 4:30 p.m.

Early Voting Locations:

- Waterford Oaks Activities Center, 2800 Watkins Lake Road, Waterford, MI 48328
- Bloomfield Township Public Library, 1099 Lone Pine Rd. Bloomfield Township, MI 48302

For more information on early voting, visit bhamgov.org/vote.

Important Deadlines for the November 4, 2025 Election

November 4, 2025 Local Election	**Important Election Deadlines**
Tuesday, October 21, 2025 through Election Day	Same-day voter registration with your local clerk, proof of residency required
Friday, October 24, 2025	5 p.m. deadline to spoil an absentee ballot that was already submitted to the clerk
Saturday, October 25, 2025 through Sunday, Nov. 2, 2025	Early Voting
Friday, October 31, 2025	5 p.m. deadline for the clerk to send absentee ballots by first class mail
Monday, November 3, 2025	4 p.m. deadline for voters to spoil their absentee ballot that was lost or destroyed in-person at the Clerk's Office, and deadline to issue an absentee ballot that was not yet requested in person
Tuesday, November 4, 2025	8 p.m. deadline for absentee ballots to be delivered to the clerk for tabulation
Friday, November 7, 2025	5 p.m. deadline for a voter to cure a signature on an AV ballot return envelope that was otherwise a valid ballot to be tabulated
Monday, November 10, 2025	Deadline to receive and count a ballot submitted by an Overseas Voter postmarked on or before Election Day

Absentee ballots will be issued as requests are received up until the absentee ballot issuing deadlines.

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)

The next meeting for the GCAB is scheduled for December 5, 2025. To view Greenwood Cemetery Advisory Board agendas and minutes, visit bhamgov.org/GCAB. The board recently finalized their annual report at their last meeting on October 3, 2025.

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

Board of Ethics

Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit bhamgov.org/ethics.

Board Appointments

The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and commissions make recommendations that shape the City's future. Serving on a board or commission is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to bhamgov.org/boardopportunities to view all the available openings and apply at bhamgov.org/boardapplication.

City Manager's Office

Communications

November Around Town e-newsletter

The communications team is working on the November edition of the Around Town e-newsletter, which will include information about fall leaf collection, new staff members, election news, Veterans Day ceremony, holiday events, internet purchase exchange location and more. Follow this link to view the October edition.

GovPilot Concern Topics Quarterly Update

The table below shows a breakdown of concern topics submitted from July 1 through Sept. 30, 2025.

Concern Type	Count
Construction Site General Complaint	24
Pothole/road surface	19
City Tree Assessment and Replacement Request	17
Sidewalk & Right of Way Restoration Complaint	14
Dead/Fallen Tree or Large Branches	14
Property Maintenance Residential	14
Overgrowth on Sidewalks	11
Police - speeding/vehicle blocking traffic/etc.	11
Miscellaneous	10
Clogged Storm Drain	9
Street Signage	9
Trip Hazard in City Sidewalk	9

Garbage - Waste at Curb Early	8
Street Signs	8
Parks - Damaged Equipment/Graffiti	8
Property Maintenance Commercial	7
Rodents (Outdoors)	6
Zoning Infractions	6
Parking - Public Parking Lots	6
Street Light Out	5
Trash Not Picked Up	5
Commercial or Private Signage	5
Noxious Weeds (Poison Ivy; Ragweed; etc.)	4
Roadway Flooding	4
Yard Flooding	4
Detour Routes	3
Loud Noise	3
Parking - Meters	3
Sewage Overflow	3
Parks - Trash/Debris/Maintenance	3
Abandoned Vehicle on Property	2
Board of Review	2
Road Closures	2
Street Sweeping Needed	2
Trash Can Left Out	2
Trash/Litter on Private Property	2
Animal Remains in Road	1
Construction Site Fence Concern	1
Fire Hydrant Leak	1
Leaf Collection	1
Loss of Water Pressure	1
Outdoor Dining	1
Parking - Structures	1
Vacant Property Complaint	1
Water Main Leak	1
Water Service Interruptions	1
Yard Waste Not Picked Up	1
TOTAL	**275**

Receive updates from Birmingham
Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on Facebook and Instagram @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
7/28/25	Infrastructure Master Plan/Unimproved Roads	7/28/25	In progress
5/5/25	Service standards	5/5/25	In progress
5/5/25	Tree related resident communication	7/14/25 5/5/25	Upcoming workshop
8/13/24	Speed mitigation – Arlington/Shirley	8/28/24	In progress
5/8/23	Woodward Noise	6/5/23 5/8/23	In progress

Department of Public Services

Playground installations have begun!
We are excited to share with you that the new playgrounds for W. Lincoln Well Park and Pumphouse Park are currently underway! The installers are beginning with W. Lincoln and anticipate completion by early November. Pumphouse will be completed shortly thereafter. DPS has coordinated with the Engineering Department for the sidewalk adjustments at W. Lincoln Well Park to occur this fall as well, making every effort to begin once the playground equipment installation is nearing completion in early November.

Tree Purchase & Plant Project
This project is a consent item on the upcoming agenda. Upon approval, the department will proceed with the contract for the installation of 342 new City trees to replace the removals of hazardous trees and to fill gaps within the City's urban forest.

Curbed street leaf collection continues
Curbed street leaf collection began on October 29 and will continue through the last week of November, officially ending on November 28. Any additional yard waste can be placed in brown paper bags or in 35-gallon containers that contain Birmingham's yard waste decal and put on the curb for pickup with regular refuse collection. Yard waste pickup continues through the week of December 15, with the yard waste collection date officially ending on December 19.

Engineering Department

City Construction Projects:

Arlington, Shirley, and Brandon Project:

The contractor is currently working on punchlist items and should have them completed by the end of this year.

2024-2025 Concrete Repair Program:
The contractor has completed the work on this program and is currently addressing punchlist items.

2023-2024 and 2024-2025 Cape Seal Program:
The contractor has completed the slurry and will be addressing punchlist items.

Oakland and Haynes Project:
The contractor will be working on punchlist items and should have them completed by the end of this year.

Traffic Signal Mast Arm Project:
The contractor is continuing work on the new mast arm traffic signals at Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams.

N. Adams Resurfacing Project:
The City has walked through the project and created a punchlist that will be addressed by the contractor.

Bird Ave. Phase 1A Project (Pierce Street to Grant Street):
The contractor has completed work on Bird Avenue. The City will be walking the project toward the end of this month to create the punchlist for the contractor to address.

Wimbleton Phase 1 Project (Woodward Ave to Oxford Street):
Work is occurring on Wimbleton Drive for the sewer and water main installation. Access is being maintained to local residents only via Oxford, Abbey, and Woodward Avenue.

Maple Road Patching Program:
The contractor has started work underneath the railroad bridge by replacing the pavement on the south side of Maple. Eastbound and westbound traffic is being maintained with one lane in each direction on the north side of the road. After this is completed, the last part of the project will be to replace the pavement on the north side of Maple under the bridge. Traffic will be shifted to the south side of the road, with one lane westbound and one lane eastbound.

Willits/Bates/Chester Project:
The road was reopened the week of October 20, and the contractor will be addressing punchlist items.

2025 Trip Hazard Elimination Program:
The contractor is completing work in Area 2, which is located between 14 Mile Road and Maple Road, east City limits to Adams north of Humphrey, and Woodward Avenue south of Humphrey.

2025 Concrete and Sidewalk Repair Program:
The contractor started work on various sidewalk locations throughout the City, and will start work at Maple Road and Eton, W. Lincoln Well Park, Crestview Park, and concrete repairs on alleys near Ann Street and Lincoln Street.

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

Consumers Energy Projects
Maple and Coolidge: Consumers Energy started its gas pipeline pressure-testing project at the intersection of Coolidge Highway and West Maple Road. This work requires one lane of northbound Coolidge Highway and two

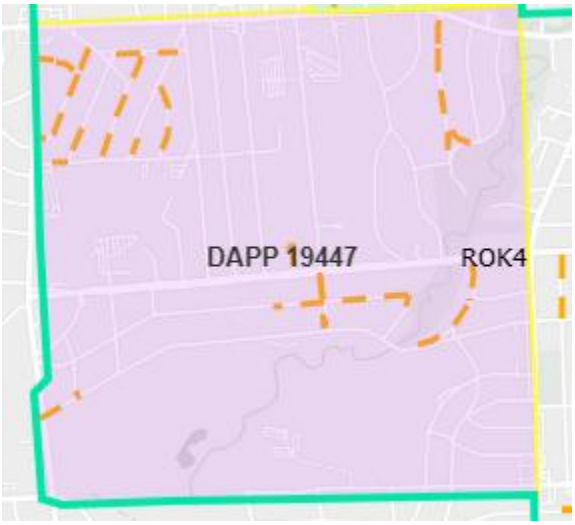
lanes of southbound Coolidge Highway to be closed between Maple Road and Yorkshire Road. This project is expected to last through the end of October. To learn more, contact Consumers Energy Community Affairs at (248) 433-5805.

Consumers Energy is also starting a gas main replacement project on selected roads located west of Southfield Road and south of Maple Road.

Consumers Energy has notified residents of this upcoming project. If you have questions about this project, reach out to Consumers Energy:

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

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



Fire Department

On September 24, 2025, the Fire Department was awarded an Assistance to Firefighters Grant (AFG) towards the replacement of the department's self-contained breathing apparatus (SCBA). This federal grant opportunity is offered through FEMA, and difficult to obtain. This grant was secured by the application put together by Interim Fire Chief Matt Bartalino. The award of $264,363.63 will greatly assist in offsetting the costs of completely replacing the department's SCBA equipment, which consists of the harnesses/packs, bottles and masks, which expire in 2026.

On Friday, October 10, 2025, Battalion Chief Chris Deman graduated from the 9-month long Executive Staff & Command program through Eastern Michigan University. This is an intense, widely respected and recognized 300+ hour program. Over forty students from departments across the State of Michigan convene 1-week per month for nine months. Each year, the top performing academic student from the class is recognized with a special award at the final ceremony. Several Birmingham Fire Department members, along with our mentor former Assistant Fire Chief John Donohue, were lucky to be in attendance to see Battalion Chief Chris Deman get announced as this year's winner of the award for the top student in the class.

We are all extremely proud of Chris' accomplishment and his representation of the BFD.

(Pictured from left to right: Battalion Chief Alan Soave, Fire Marshal Jeff Scaife, Battalion Chief Chris Deman, Interim Fire Chief Matt Bartalino, former Assistant Fire Chief John Donohue, and Battalion Chief Tom Hughes).

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of October 20, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

Department	Name		Position	Type
DPS	Alexander	Enders	Part Time Parks Laborer	Part-Time
Library	Stephanie	Vassilev	Library Page	Part-Time
Library	Anjilena	Omolara-Fox	Library Page	Part-Time
DPS	Andrew	Gaytan	Ice Arena Operator	Full-Time (Teamsters)
Library	Elizabeth	Aguilar	Substitute Librarian	Part-Time
Library	Sarah	Boggs	Substitute Librarian	Part-Time
Library	Allison	McFadden-Keesling	Substitute Librarian	Part-Time
Finance	Svetlana	Chuyko	Accounting Administrator	Full-Time
Police	Kayla	Whelchel	Police Officer	Full-Time (BPOA)

Library	Jillian	Beckwell	Substitute Librarian	Part-Time

October Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years of Service	**Employee**		**Department**	**Position**
1	Stacy	Bahnsen	BSD	Event & Business Development Assistant
1	Chelsea	Hunter	Museum	Museum Assistant
2	Brent	Hilla	IT Department	IT Assistant
2	Summer	Aldred-Arens	Planning	City Planner
3	Steven	McInerney	Fire	Fire / AEMT
3	Donald	Righter	Police	Crossing Guard
3	Ryan	Katz	Treasury	Deputy Treasurer
4	Justin	Strassburg	Fire	Fire / AEMT
4	Lawson	Glenn	Library	Library Operations Assistant
4	Michael	Pranger	Police	Police Officer
5	Erika	Bassett	BSD	BSD Executive Director
5	Ingrid	Haddock	Clerk's Office	Secretary C
5	Cynthia	Summers	Library	Library Assistant I
5	Faith	Whitted	Library	Library Assistant I
5	Nolan	Peterson	Library	Library Assistant I
5	Phoenix	Nash	Library	Library Reference Assistant

6	Allister	Pleasant	DPS	Streets, Sewer, Water Technician
6	Melissa	Fairbairn	Manager's Office	Assistant City Manager
8	Bradley	McNab	DPS	Parks & Recreation Foreman
8	Robert	Abraham, Jr	Fire	Fire / AEMT
8	Hunter	Gillick	Fire	Fire / AEMT
10	James	Richards	Library	Library IT Coordinator
12	Michael	Morad	Building	Asst. Building Official
12	Carolyn	Wheeler	Library	Library Substitute Librarian
13	Marianne	Gamboa	Manager's Office	Communications Director
14	Stephanie	Klimmek	Library	Library Department Head
15	Michael	Slack	Fire	Battalion Chief
16	Gary	Eisele	Library	Library Assistant II
21	Adam	Bouse	DPS	Streets Sewer Water Technician

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

Department	Position	Type	Status
Parking	Administrative Assistant	Part Time	Accepting applications until 10/31/2025
Museum	Museum Assistant	Part Time	Accepting Applications until 10/31/2025
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled

Police	Police Officer	Full Time (BPOA)	Open Until Filled
DPS	Ice Arena Concessions/Maintenance	Part Time	Open Until Filled
Parking	Parking Maintenance	Full Time	Interviewing
Engineering	Engineering Inspector	Full Time (AFSCME)	Interviewing
Planning	Planning and Sustainability Intern	Part Time	Interviewing
Engineering	Assistant City Engineer	Full Time	Interviewing
Police	Parking Enforcement Assistant (PT)	Part Time (AFSCME)	Interviewing
Fire	Firefighter Paramedic	Full Time (BFFA)	Onboarding

Planning Department

Planning Board (PB)

Zoning Ordinance Update Project

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

The Planning Department received six responses to the Request for Proposals for this project. The responses have been reviewed for completeness, and are currently being evaluated by the Planning Department, Building Department, and City Manager's office. These evaluations will be provided to the Planning Board, who will also perform the same evaluation. These evaluations are expected to be used to select consultants for interviews at the Planning Board. Once the interviews are completed, it is expected that the Planning Board will furnish a recommendation to the City Commission for consideration. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- November 12, 2025
- December 10, 2025

Regular Business

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

A tentative Planning Board list of recently completed items is provided below:

1. 36977 Woodward – Special Land Use Permit, Final Site Plan & Design Review (10/22/25)
    - Request for new 3-story commercial building and associated site improvements

2. 2333 Cole Street – Final Site Plan & Design Review (10/22/25)
    - Request for major renovations and site improvements at existing building.

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

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

Tentative upcoming agenda item:

Historic Preservation Master Plan – Study Session (11/5/25)
The HDC and City staff are developing an organized, holistic, and long-range approach Historic Preservation Master Plan to help guide preservation efforts into the future.

Environmental Sustainability Committee (ESC)

The ESC held a meeting on October 27, 2025. At this meeting, the ESC began to finalize some new ordinance language to support the sustainability congestion fee, as well as new language to address stormwater on single-family properties during redevelopment. In addition, staff has provided reports on new opportunities to work with the Birmingham School District, and a potential community led project.

Police Department

Houses of Worship Meeting

During the summer of 2025, the Birmingham Police Department visited all houses of worship within the City of Birmingham to obtain contact information. The goal of this project is to improve communication between the Police Department and these institutions as well as to create a mechanism for information to be shared between one another. In September, a meeting was held at City Hall inviting representatives from all locations. At this meeting the Police Department apprised those in attendance of our goal to improve communication between all houses of worship and the Police Department. We also provided information on resources the Police Department has that can help members of their congregation, such as our Adopt a Senior program and our CoRe program. We also provided information regarding safety and security, and our ability to assist in training programs for their staff and congregations.

S.A.V.E.S. (Special Needs, Autism, Vulnerable Persons, Elderly, Safety) Project

The Birmingham Police Department has partnered with the S.A.V.E.S. (Special Needs, Autism, Vulnerable Persons, Elderly, Safety) Project. This initiative is built on a simple but powerful belief: everyone deserves to feel safe during moments of crisis or confusion. S.A.V.E.S. works to build better communication between first responders and individuals living with cognitive or developmental challenges such as autism, dementia, or traumatic brain injuries. The S.A.V.E.S. Project provides a way to identify non-speaking, vulnerable persons unable to remember critical information. Navigating a traffic stop or law enforcement encounter can be challenging for individuals with special needs. This program is aimed at providing critical information to law enforcement that the person may be unable to provide, such as their information and address, medical information, known stressors, de-escalation methods and emergency contact information.

To learn more about this program or register a person, please contact Community Resource Officer Gina Moody at gmoody@bhamgov.org or (248) 530-1772.

Ferris State University Distinguished Alumni Award

On September 18, 2025, Birmingham Police Chief Scott A. Grewe was honored by the Ferris State University Alumni Association as a recipient of the 2025 Distinguished Alumni Award. The Ferris State University Distinguished Alumni Award is bestowed on individuals who demonstrate leadership and service to their profession, community, service organizations and alma mater. The Ferris State Criminal Justice Department and Police Academy also asked Chief Grewe to serve on their Academy Advisory Committee. Chief Grewe graduated from Ferris State in 1998 with a bachelor's degree in Criminal Justice and a minor in Multi-Cultural Relations.

Donuts and Decks Event

The Police Department held the first of its kind, "Decks & Donuts" event at the Birmingham Skate Park on October 16, 2025, with our very own skateboard extraordinaire, Officer Toma. Officers welcomed the public with donuts and conversation, while Officer Toma skated with attendees and demonstrated kick tricks.

Special Investigations Unit (SIU), Case Update

The Troy Special Investigations Unit (SIU), including a Birmingham Detective, conducted a comprehensive investigation of business break-ins in the metro area. As a result of a break-in at the Bootleg Liquor Store in Tory on October 12, 2025, detectives arrested and charged two adult males with Possession of Burglary Tools with Intent to Steal from a Structure, Breaking and Entering a Building with Intent, and Malicious Destruction of a Building. The SIU works collaboratively to investigate criminal activity impacting the region. The arrestees have been linked to several other area break-ins, and additional charges are being sought.

New City Hall Cameras

The Police Department's camera vendor will be installing two multi-sensor cameras inside City Hall, both in the center of each public hallway on the first and second floors. The primary catalyst for this was the new state law requiring cameras to monitor ballot drop boxes, prompting the Clerk's office to install a permanent drop box by the front counter. The cameras will also enhance public safety monitoring.

Birmingham Village Fair Arrests Update

Of the multiple arrests the Police Department made over the course of the Village Fair, those who were legally adults have all plead guilty to their respective charges. Three adult teenagers plead guilty to Assault & Battery, and one adult teenager plead guilty to Open Intoxicants. Of the three juveniles who were arrested—one for Assault & Battery and two for Disturbing the Peace—all have been successfully petitioned to the juvenile courts.

Parking Systems Update

Advisory Parking Committee Review – Peabody Garage Stall Size

At the October meeting of the Advisory Parking Committee (APC), the committee reviewed a revised proposal to increase the size of parking stalls within the Peabody Garage to provide a more consistent layout and enhance the overall user experience.

Currently, stall width in the Peabody Garage range from 7 feet 5 inches to 8 feet 2 inches. In September, staff presented two options for consideration:

- 8'3" stall width: Meets minimum industry standards but would reduce overall garage capacity by approximately 60–70 spaces.
- 8'9" stall width: Consistent with the recent expansion at the Chester Garage, but would result in a reduction of approximately 120–130 spaces.

Committee feedback was mixed. Members agreed that the existing stall widths are too narrow and contribute to frequent user complaints; however, they expressed concern about the significant loss of parking capacity associated with either option. The Peabody Garage is one of the City's busiest and smallest facilities, and further reducing its capacity could exacerbate parking shortages in the area.

The committee requested that staff explore additional options that would minimize the loss of spaces. They also recommended evaluating whether the garage's crossover areas—currently not striped for parking—could be converted into additional stalls.

At the October meeting, staff presented an alternative proposal to re-stripe all parking stalls to a width of 8 feet, which would reduce capacity by approximately 10 spaces. Staff further proposed striping the crossover areas (with the exception of the basement, Level 1, Level 4, and the roof), which would add approximately 10 spaces. This approach would result in no net loss of parking spaces.

Following review and discussion, the Advisory Parking Committee unanimously approved the proposal to re-stripe the Peabody Garage with 8-foot-wide stalls and to include striping in the designated crossover areas.

<u>Chester Garage Repair Project Update</u>

The ongoing repair project at the Chester Garage is progressing toward completion. RAM Construction has completed all structural and concrete repairs and is currently applying the waterproof coating and restriping the facility to the newly approved stall width of 8 feet 9 inches.

Seaway Painting has completed the base white coating throughout the garage and is finalizing work on the green accent paint, handrails, and stairwells.

In addition, RAM Construction, in coordination with DTE Energy, is replacing the electrical transformer and upgrading all breakers within the facility to meet current standards. All work under this phase of the project is scheduled to be completed by the end of October, which remains on schedule following the expanded project scope to include full interior painting.

Future improvements are also planned, including:

- Replacement of all existing lighting fixtures with LED lighting,
- Installation of new directional and regulatory signage throughout the facility, and
- Implementation of design enhancements developed by BCT Design Group and approved by the City Commission.

These remaining items are anticipated to be completed in spring 2026.

Parking Reports

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

Future Agenda Items
Download a summary of future agenda items.

Potential Future Workshop Topics
November – City Commission Organization

Other potential workshop topics: Police Department/Building Security, Unimproved Roads, City Trees

BIRMINGHAM
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MEMORANDUM

Legal – City Attorney

DATE: October 22, 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 (**Postponed from October 6, 2025**)

INTRODUCTION:
On September 8, 2025, City Commission set a public hearing for October 6, 2025 to condemn 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." However due to an issue with the notices, the public hearing was postponed to the next regular meeting on October 27, 2025.

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."

The Commission postponed the public hearing to October 27, 2025 at 7:30 p.m. 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 been involved with this process and is supportive without objection to 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:
Due to an issue with the notices for the October 6, 2025 regular meeting, the public hearing was postponed to the regular City Commission meeting for October 27, 2025. All new notices have been provided in accordance with the 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 insanitary, and/or contains filth and contamination, and is thus in violation of the International Property Maintenance Code and Birmingham City Codes, 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- Notice of Public Hearing dated October 8, 2025

Attachment L- Arial photographs of 611 Elm Street (a/k/a 635 Elm Street) on October 14, 2025
Attachment M- Powerpoint – Meeting presentation dated October 27, 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 insanitary 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 grading.

ATTACHMENT A

BIRMINGHAM
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Patrick Brzozowski <pbrzozowski@bhamgov.org>

Fwd: 635 Elm - Building needs review

2 messages

Bruce Johnson <Bjohnson@bhamgov.org> Thu, Feb 15, 2024 at 11:08 AM
To: Patrick Brzozowski <pbrzozowski@bhamgov.org>
Cc: Mike Morad <mmorad@bhamgov.org>

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]

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ATTACHMENT B

02/15/2024

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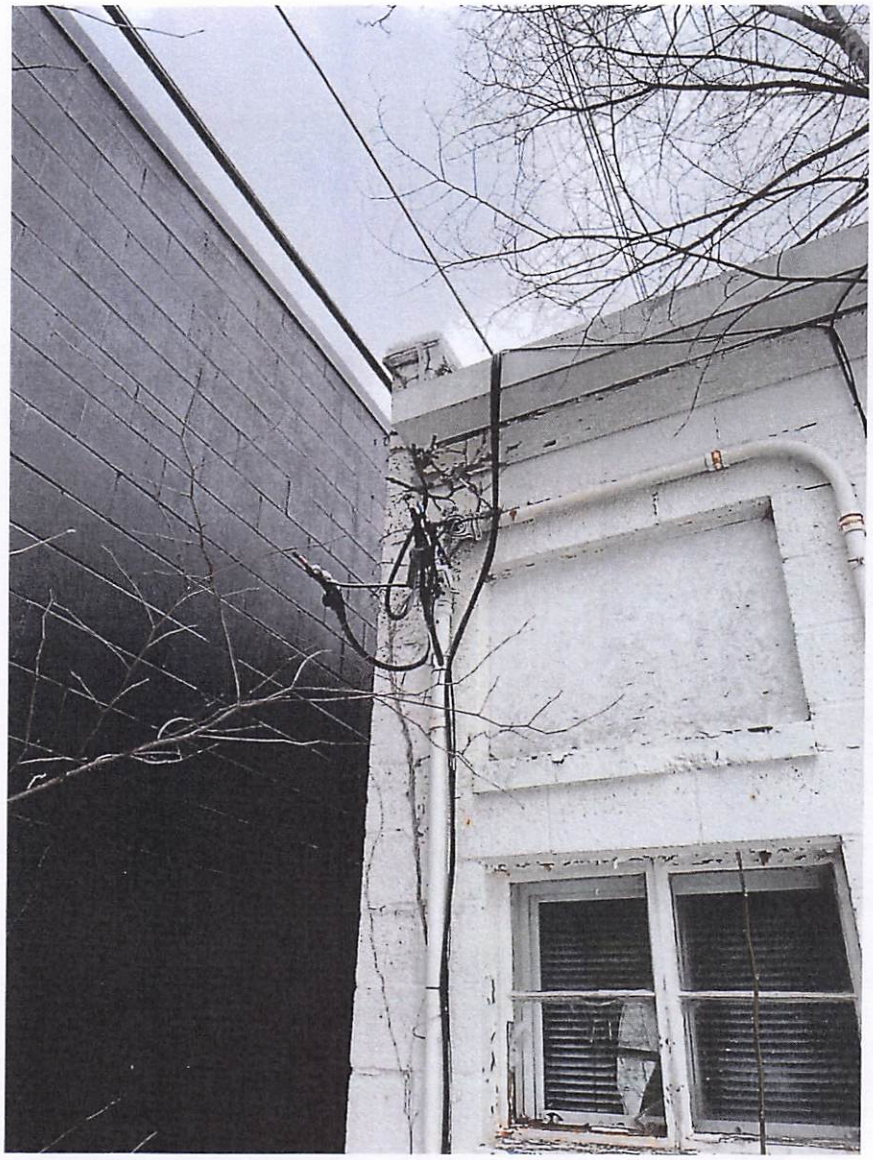

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UNAUTHORIZED
VEHICLES WILL BE
TOWED AWAY AT
OWNERS EXPENSE
BOB ADAMS TOWING
248 644-5000

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RESIDENT
PARKING
ONLY

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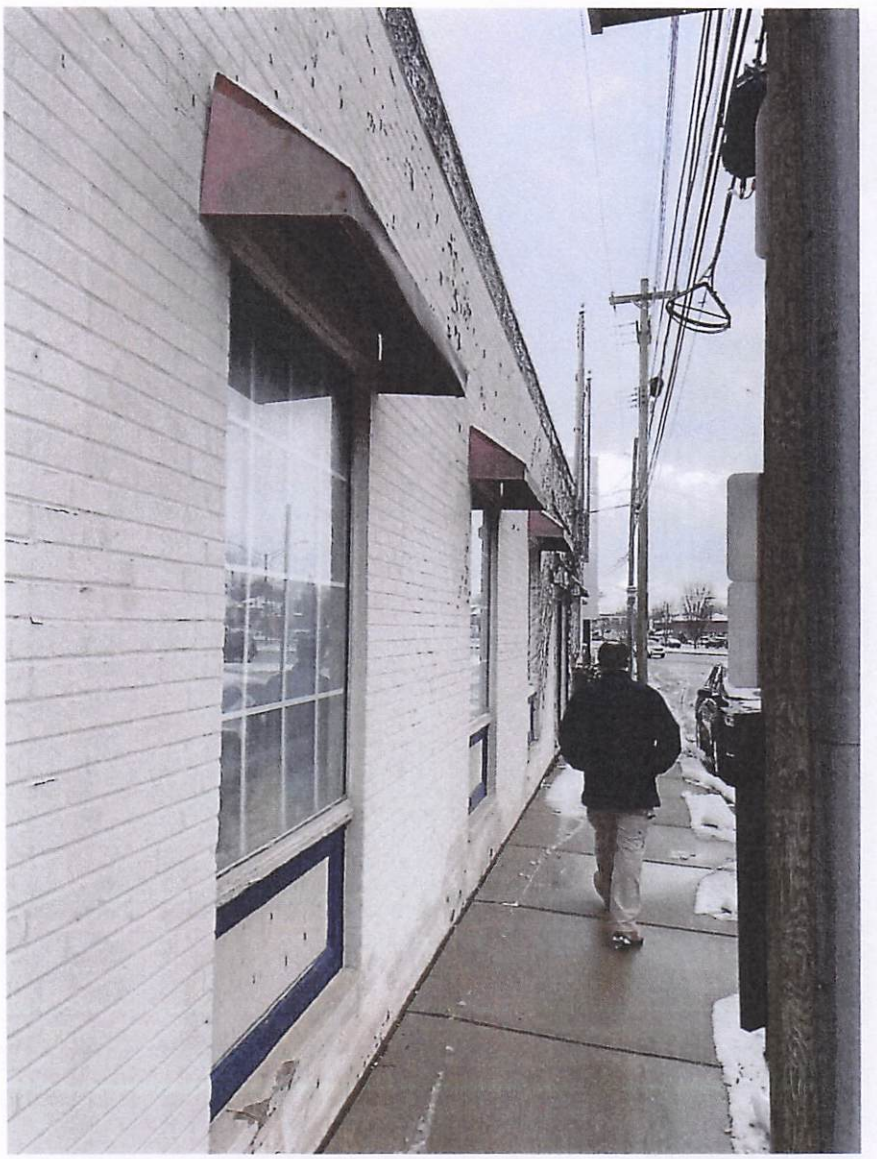

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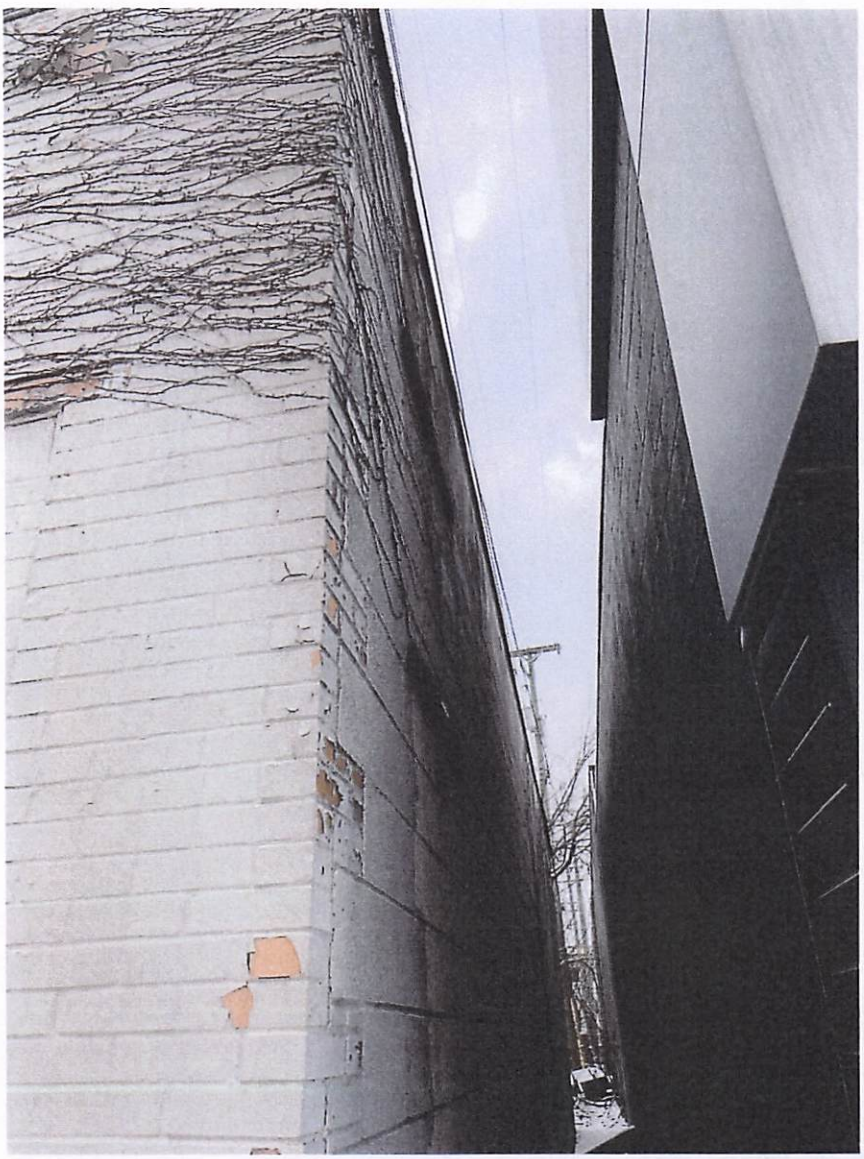

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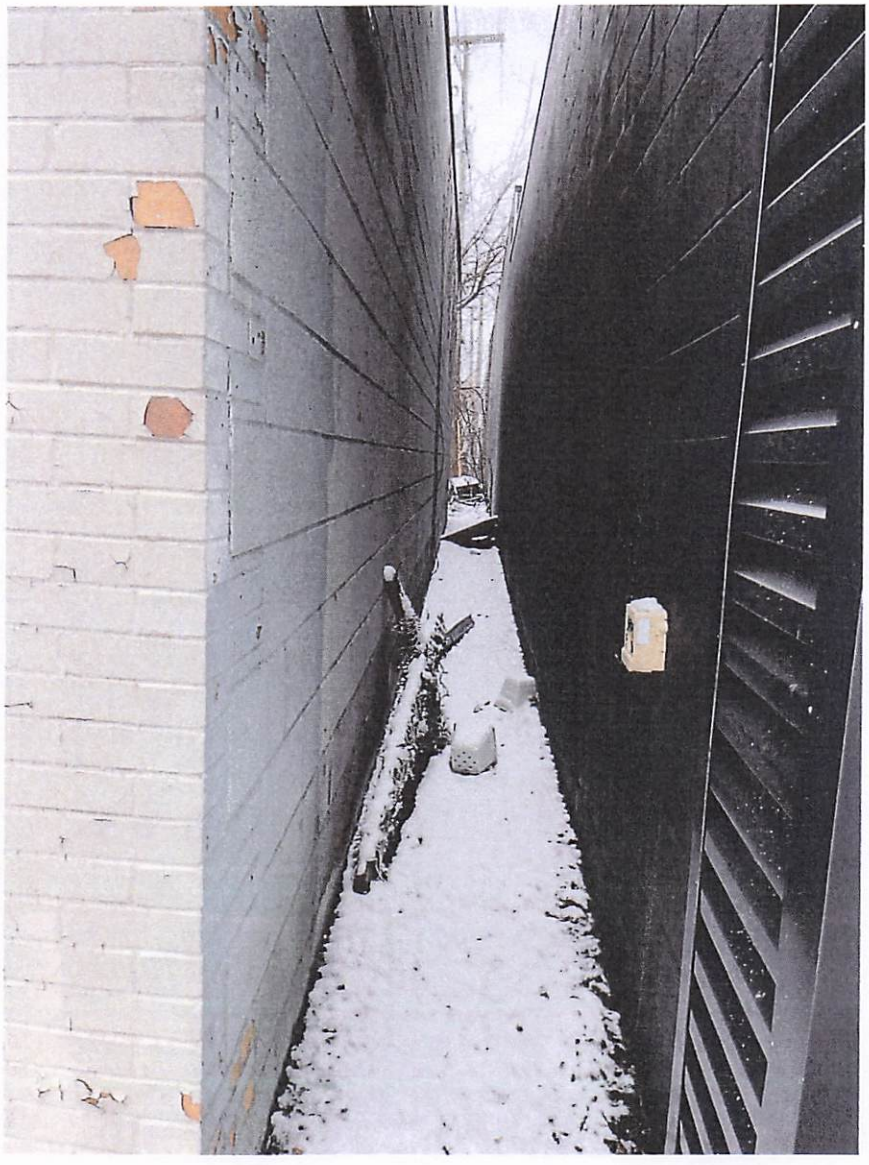

ATTACHMENT C

BIRMINGHAM
A WALKABLE CITY

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

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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

635 ELM ST: Site Inspection on 5/16/2024

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635 ELM ST: Site Inspection on 5/16/2024

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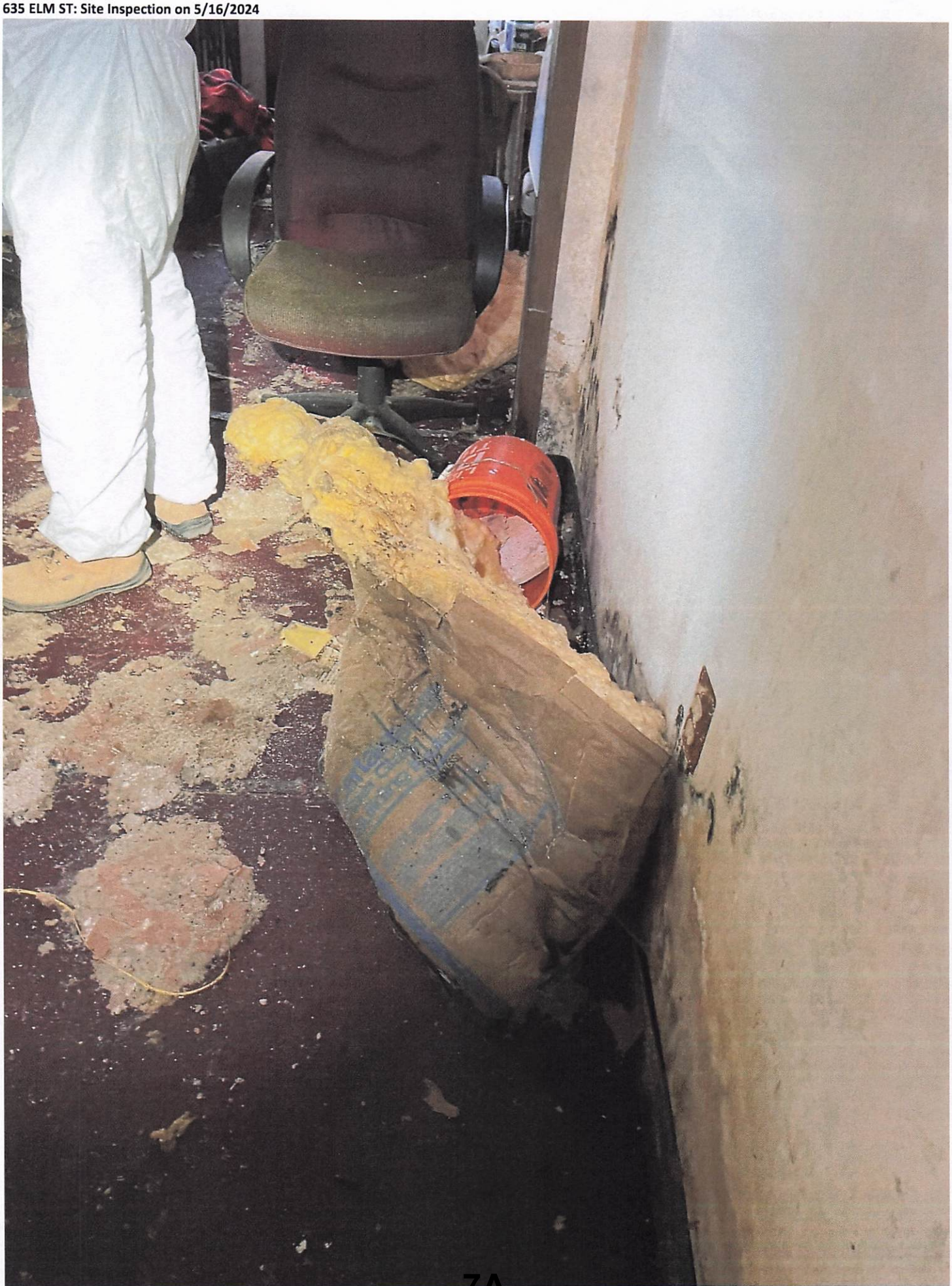

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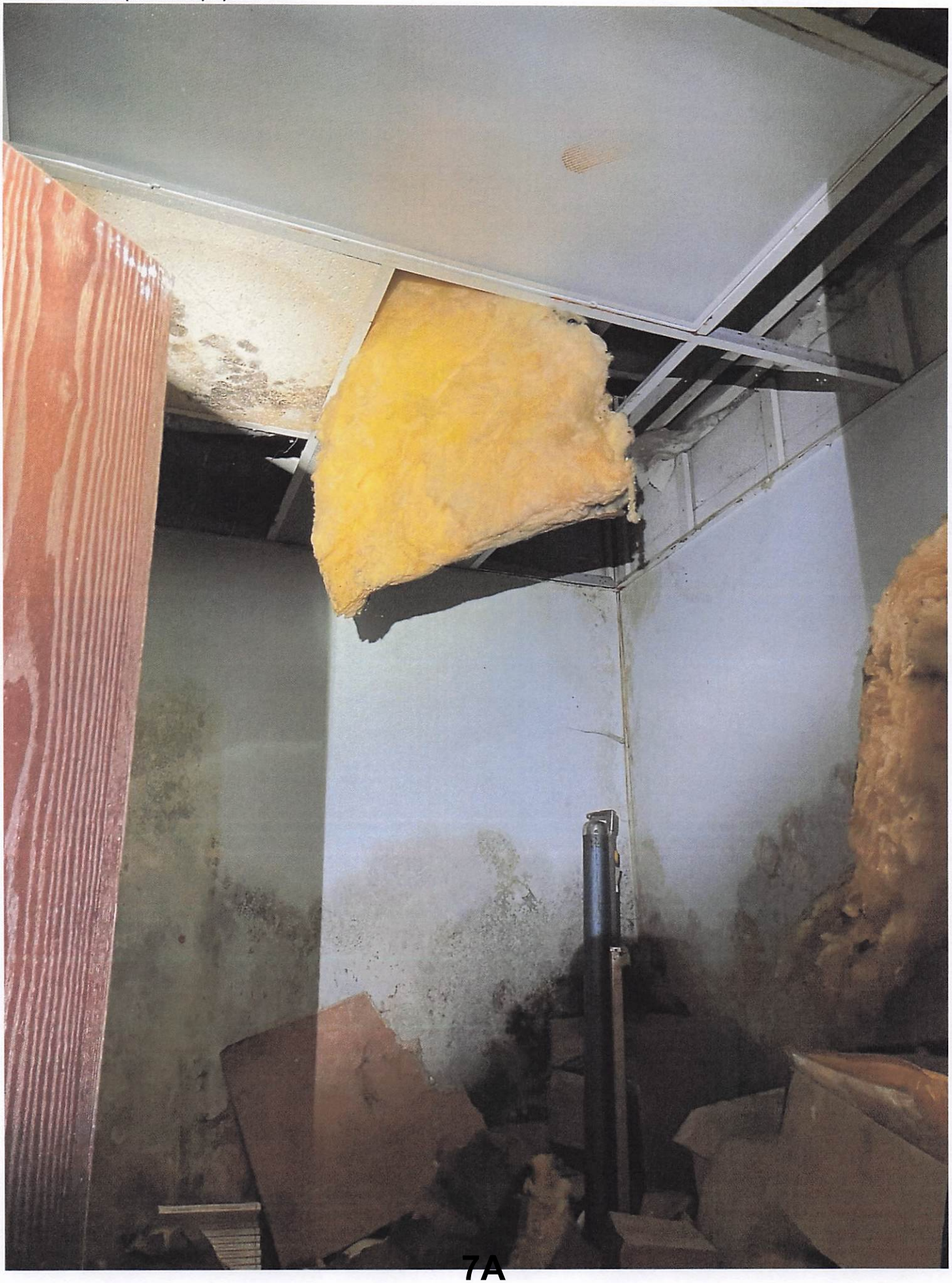

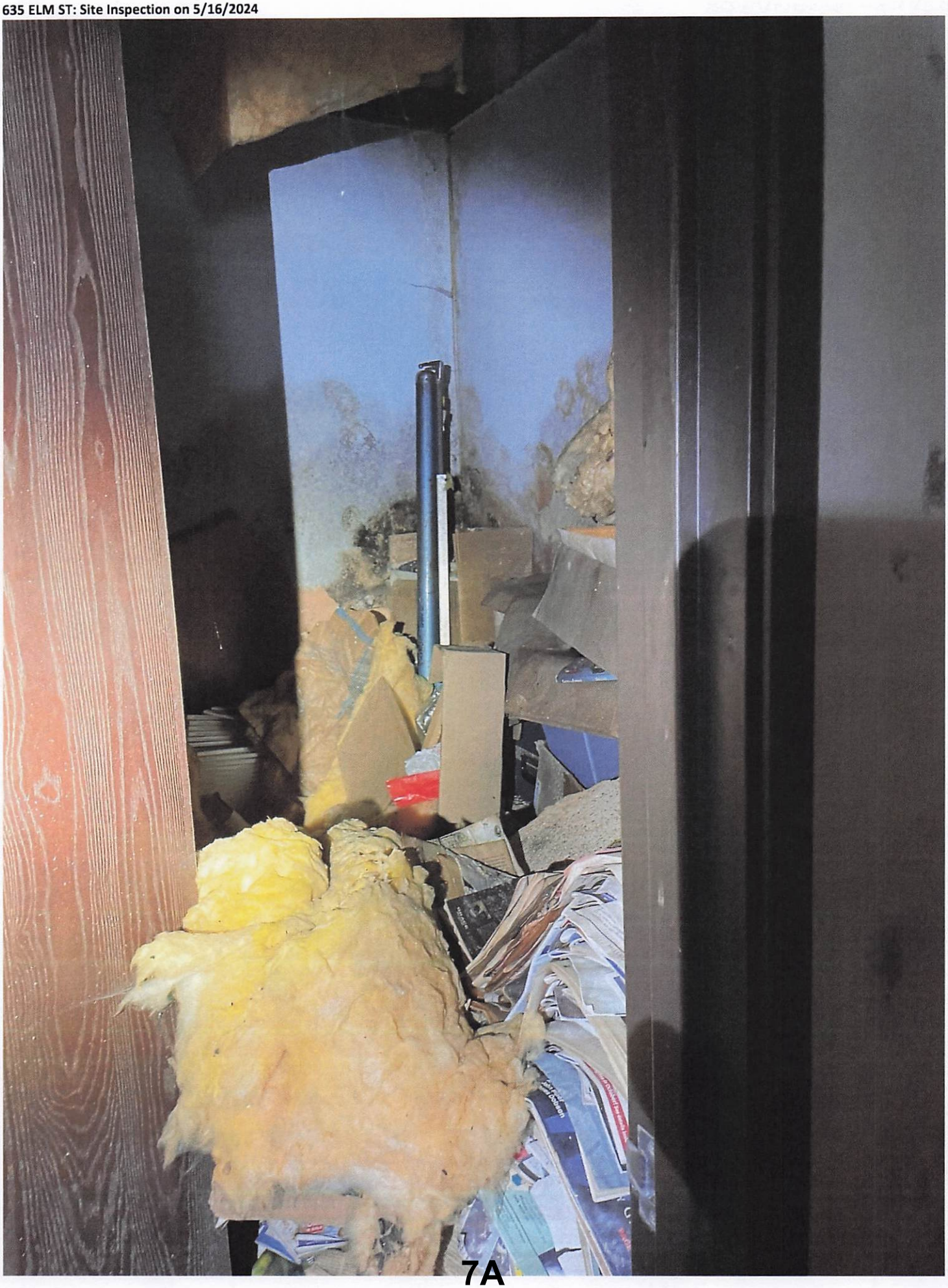

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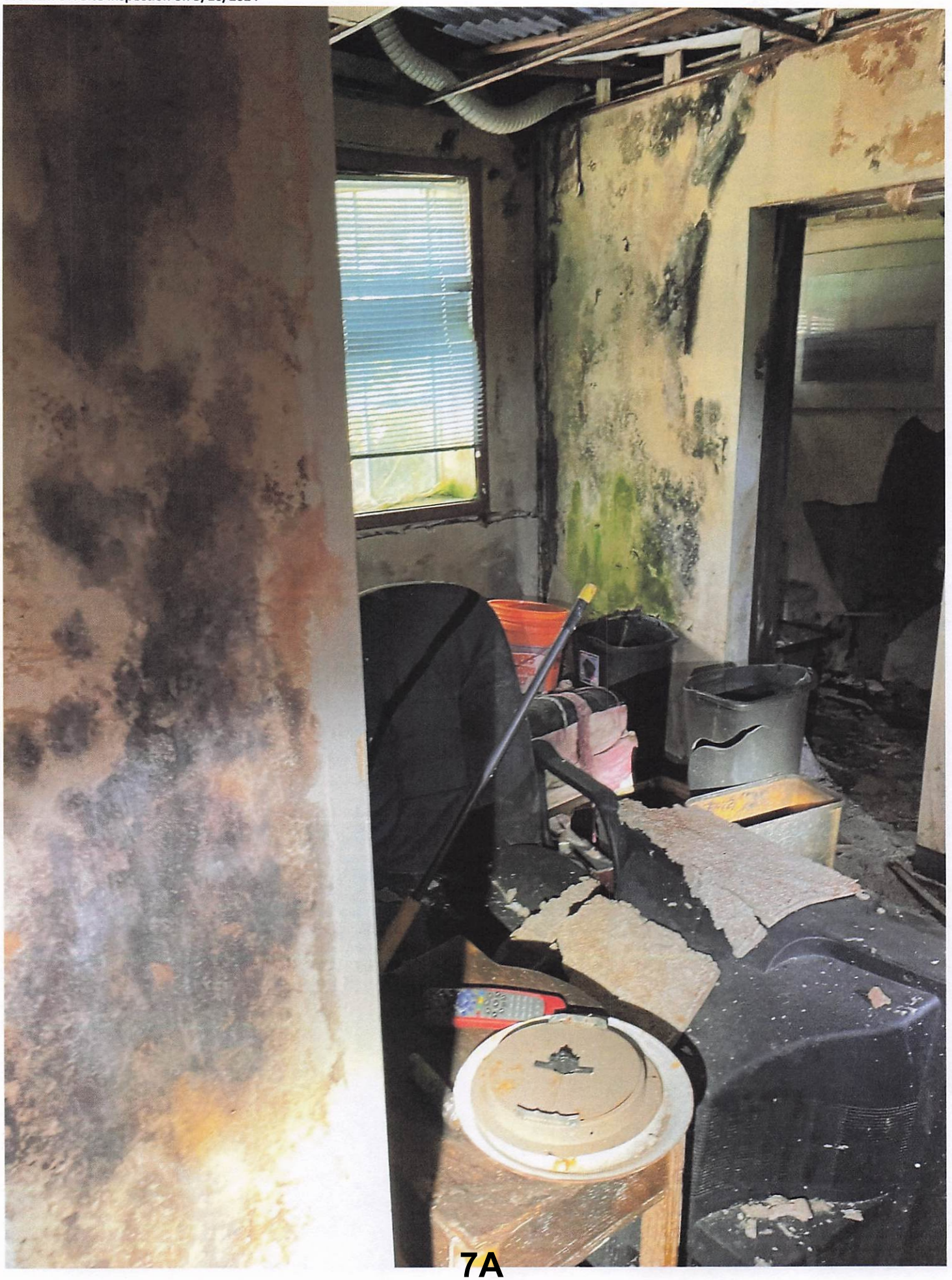

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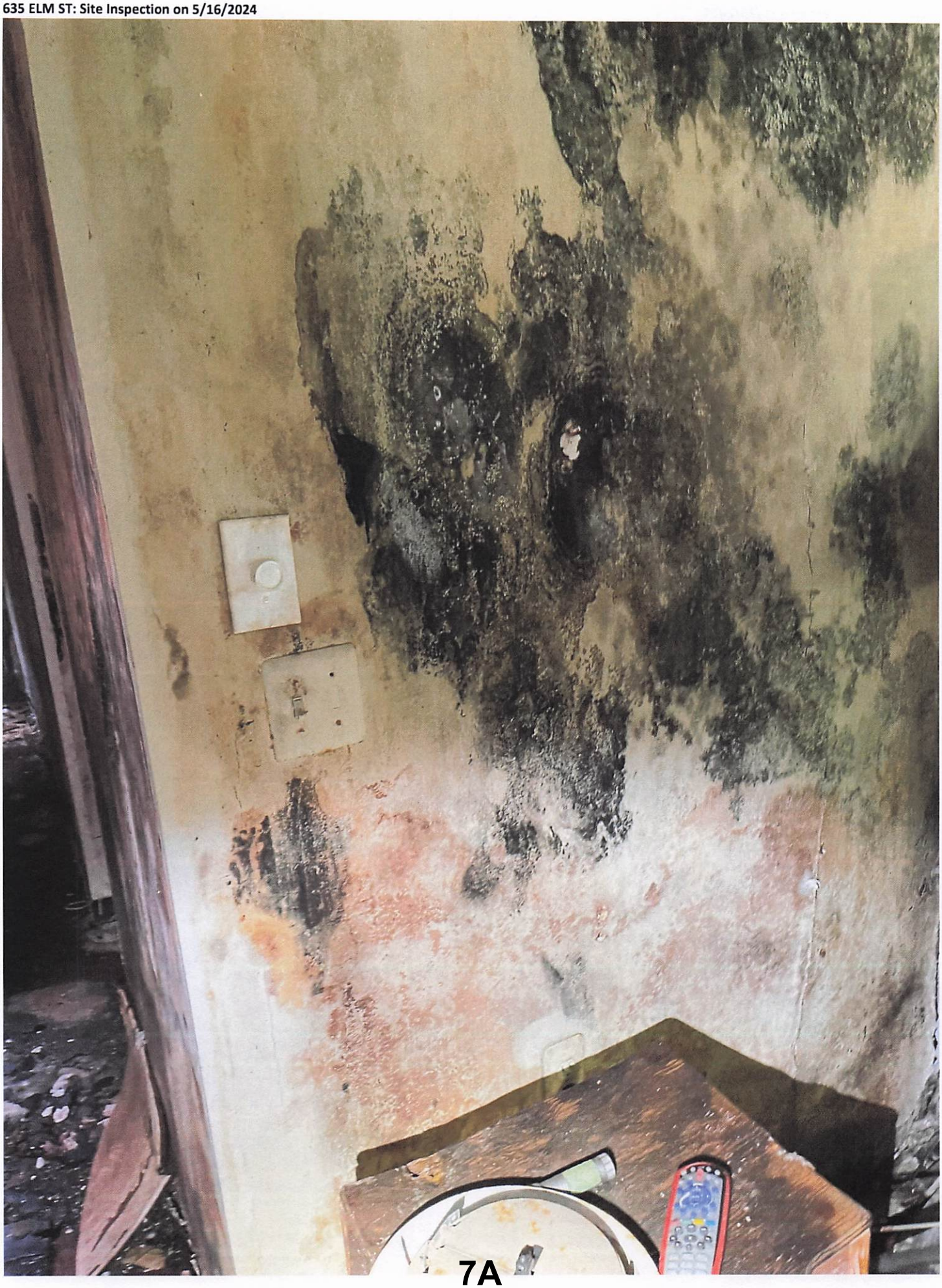

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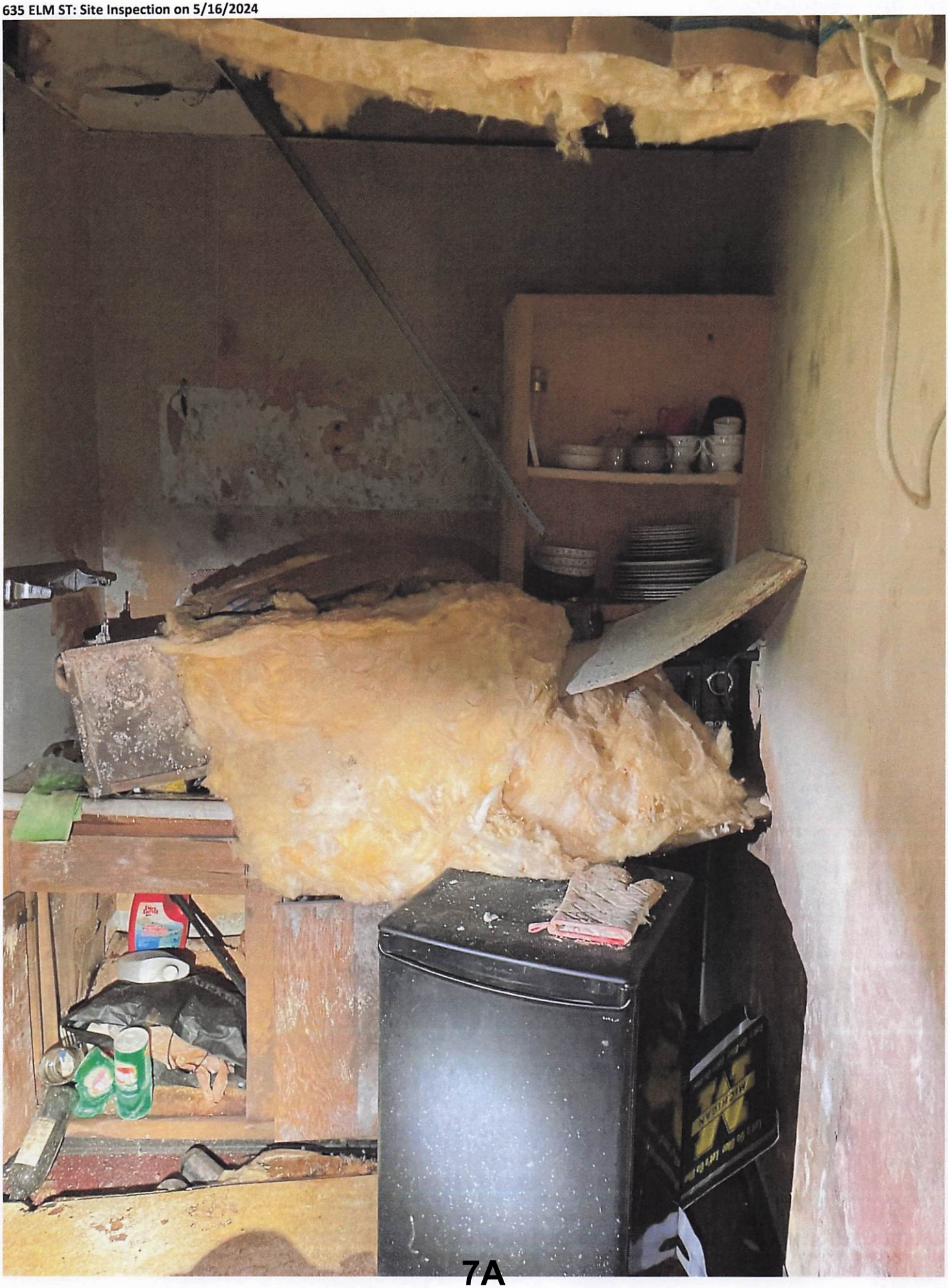

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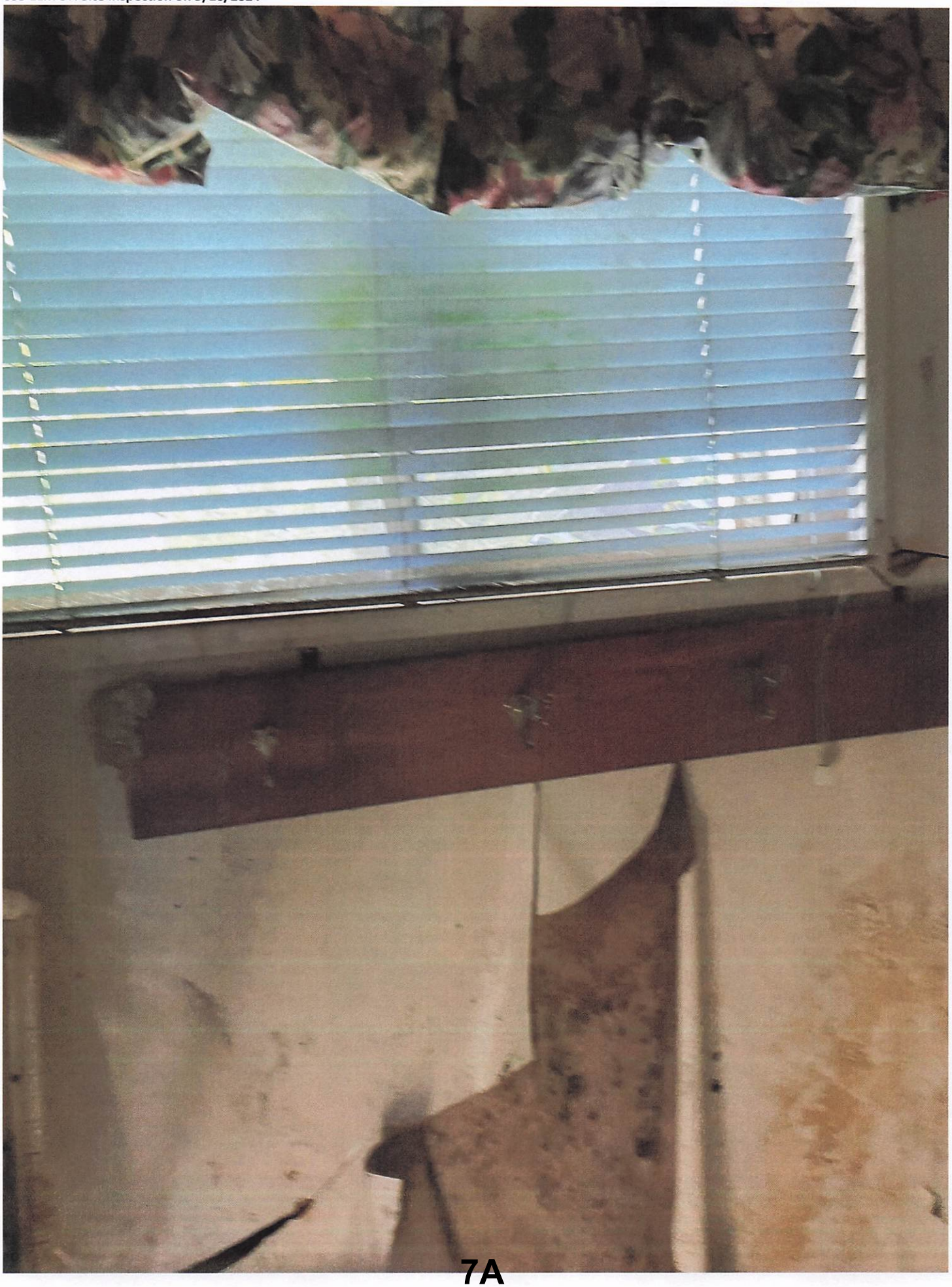

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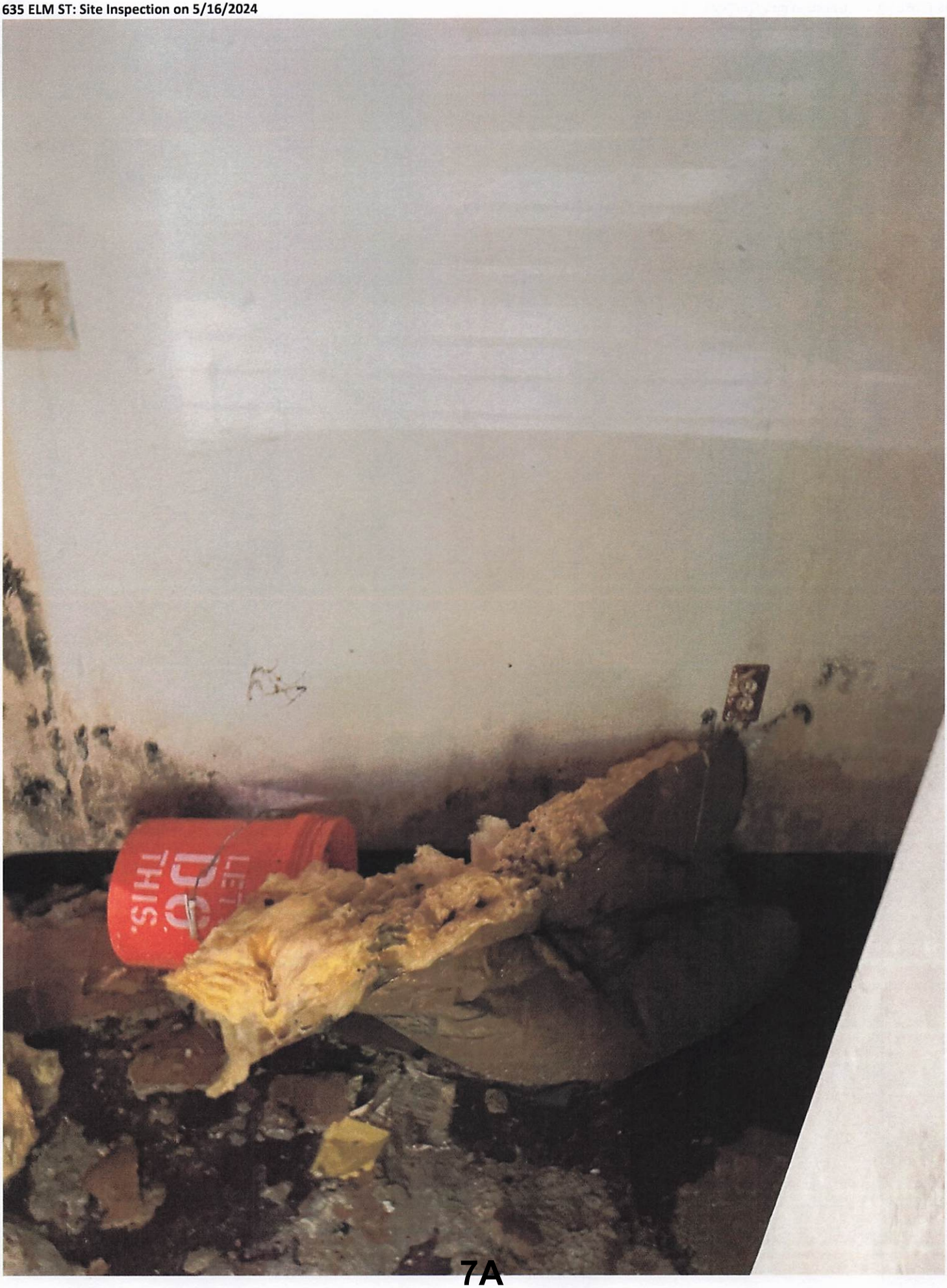

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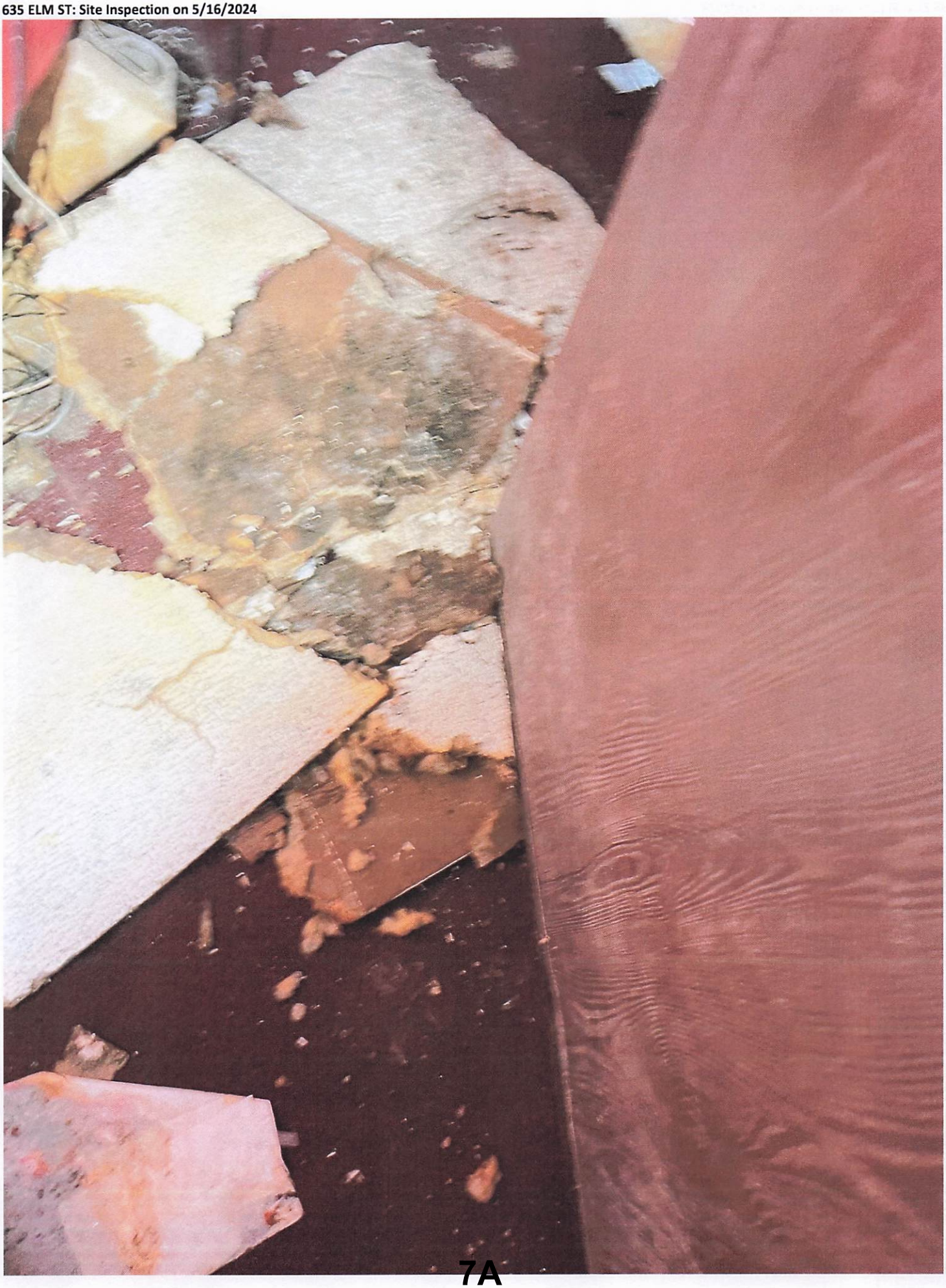

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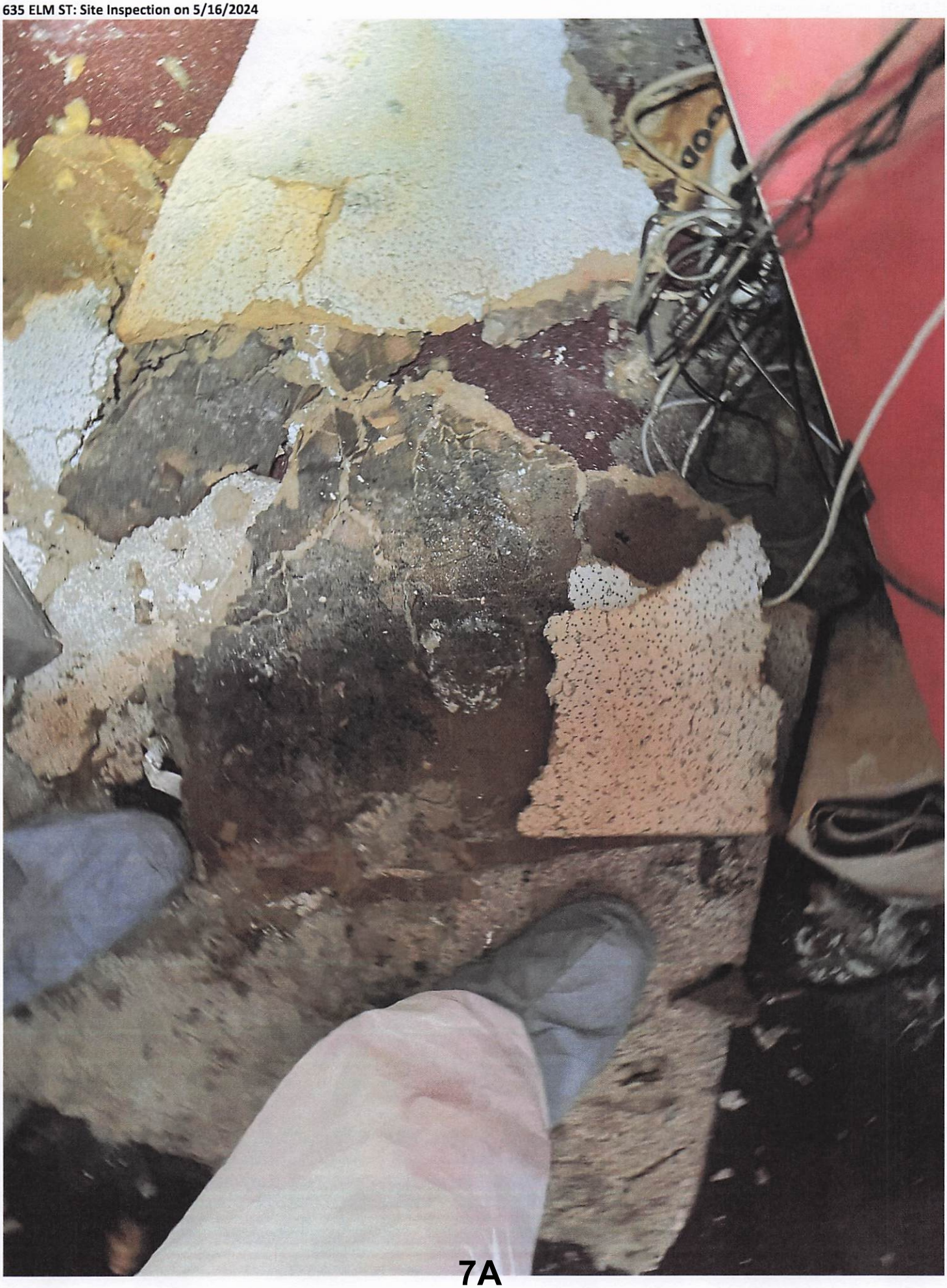

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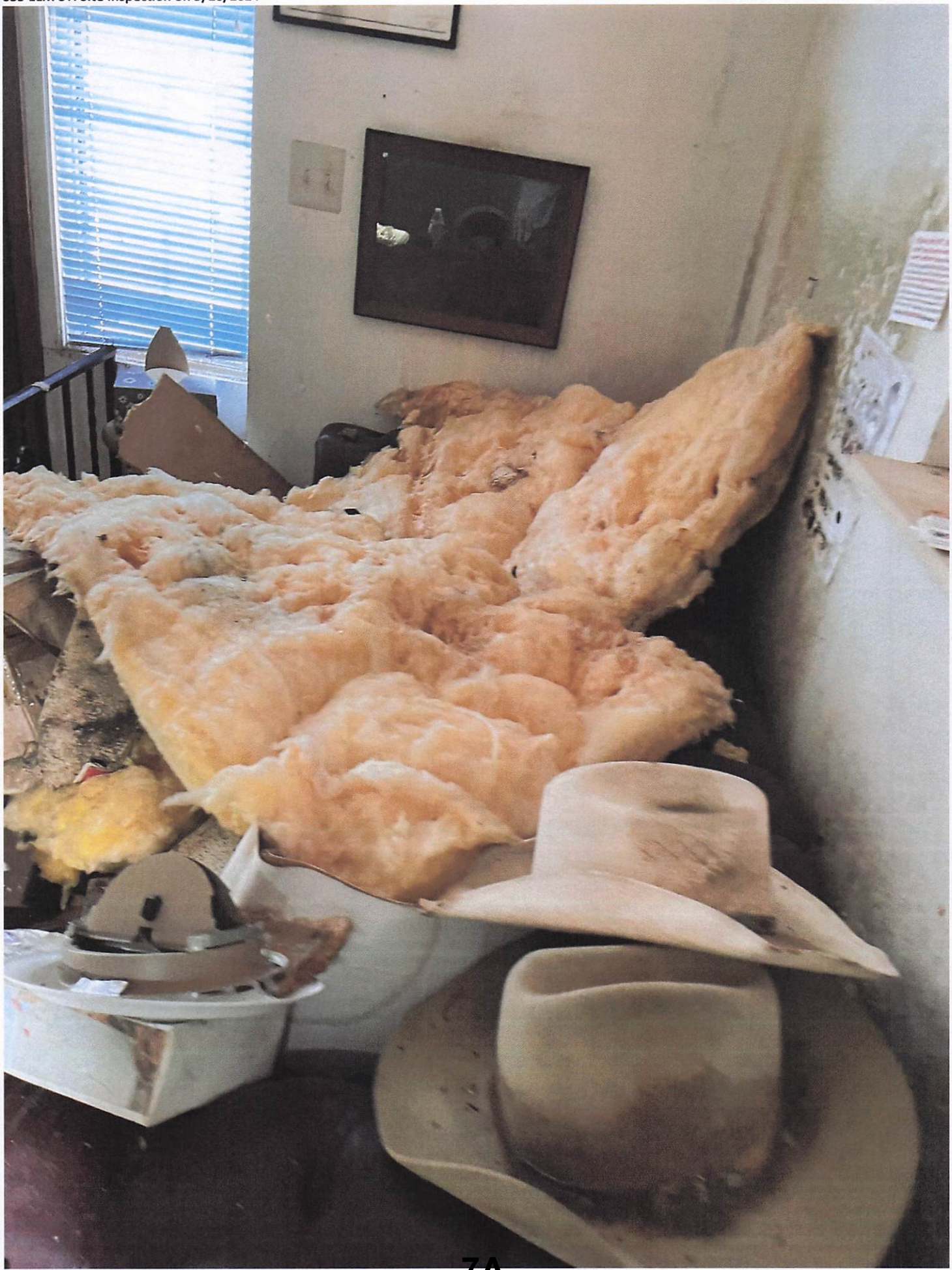

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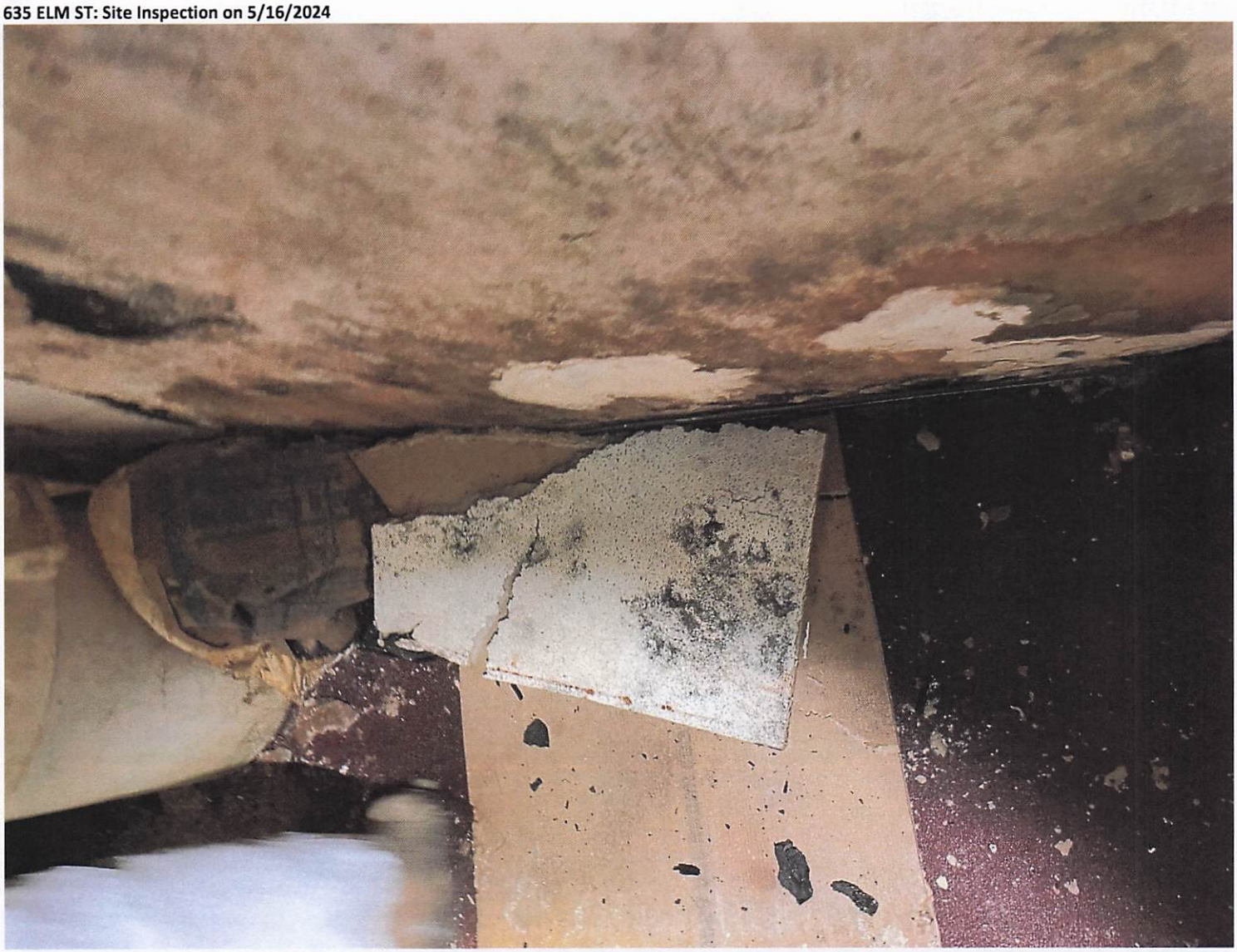

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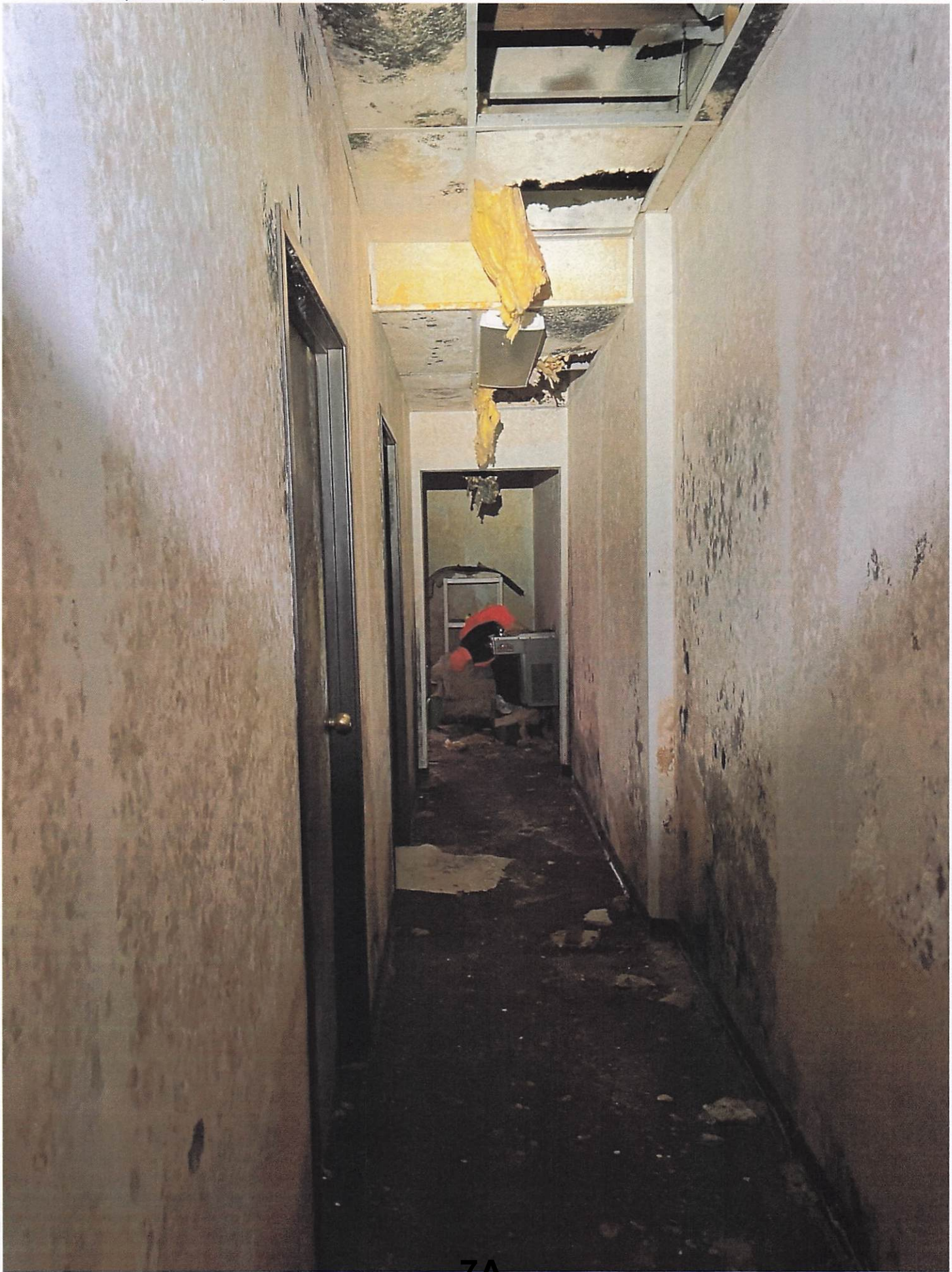

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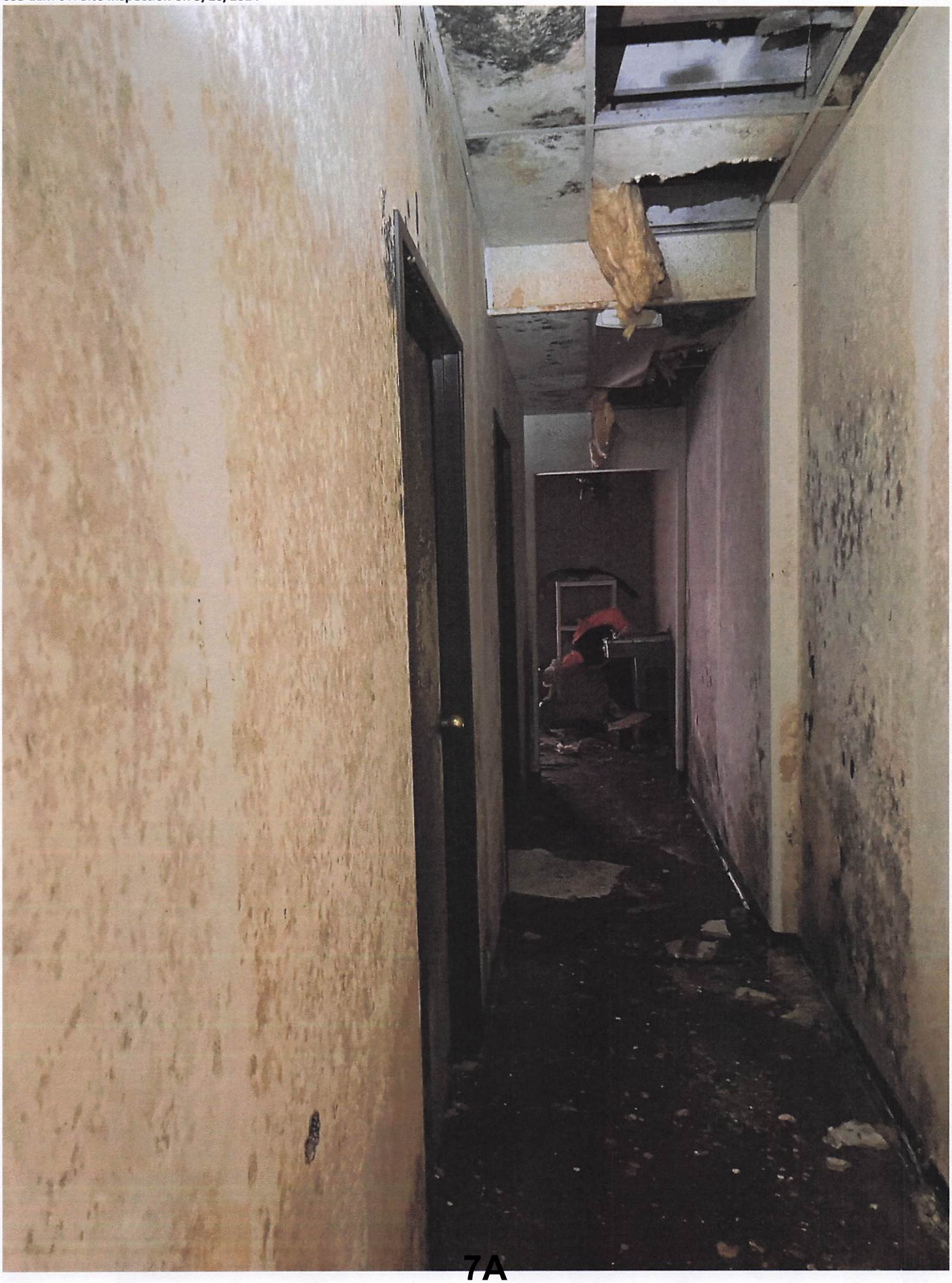

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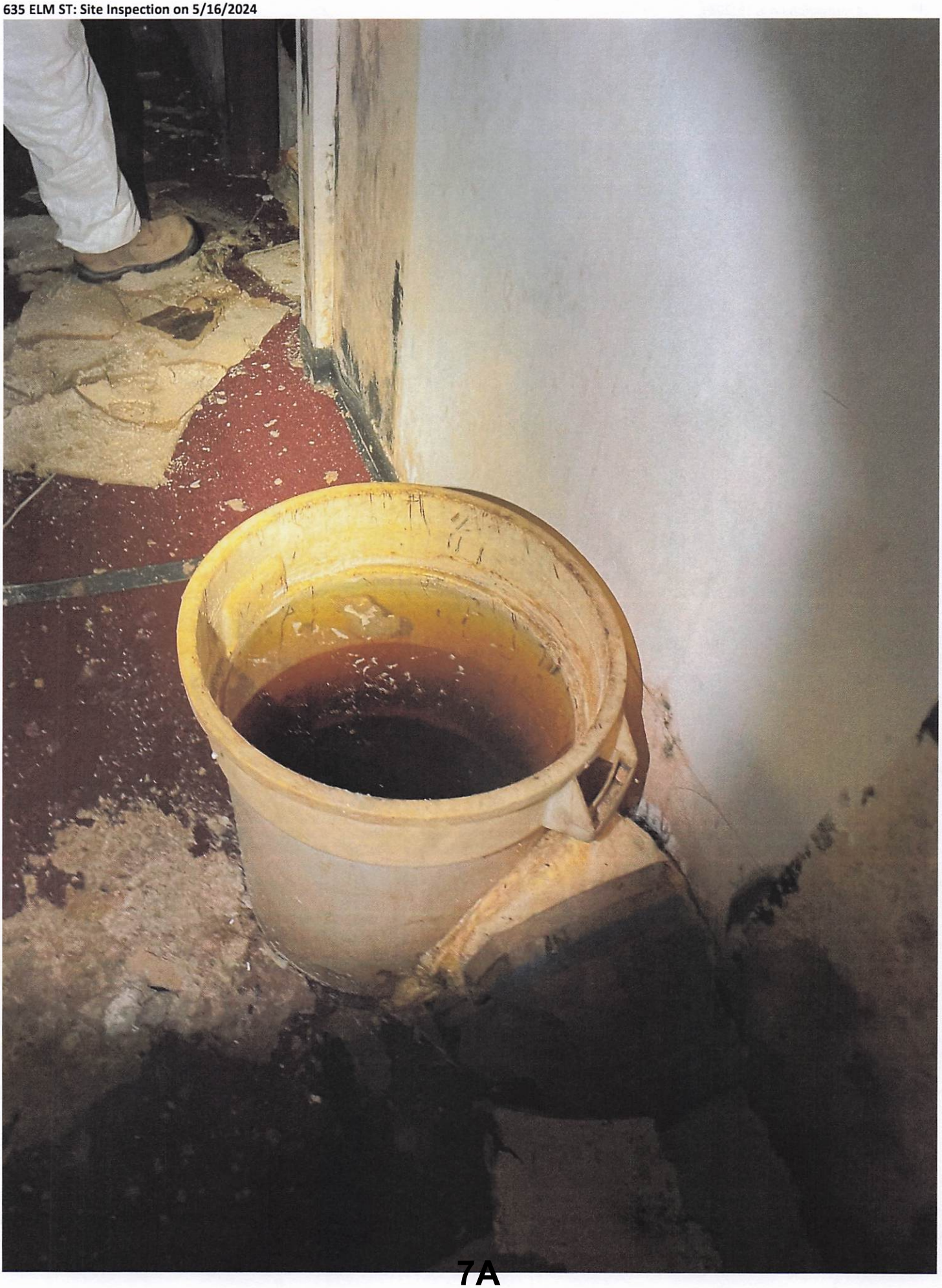
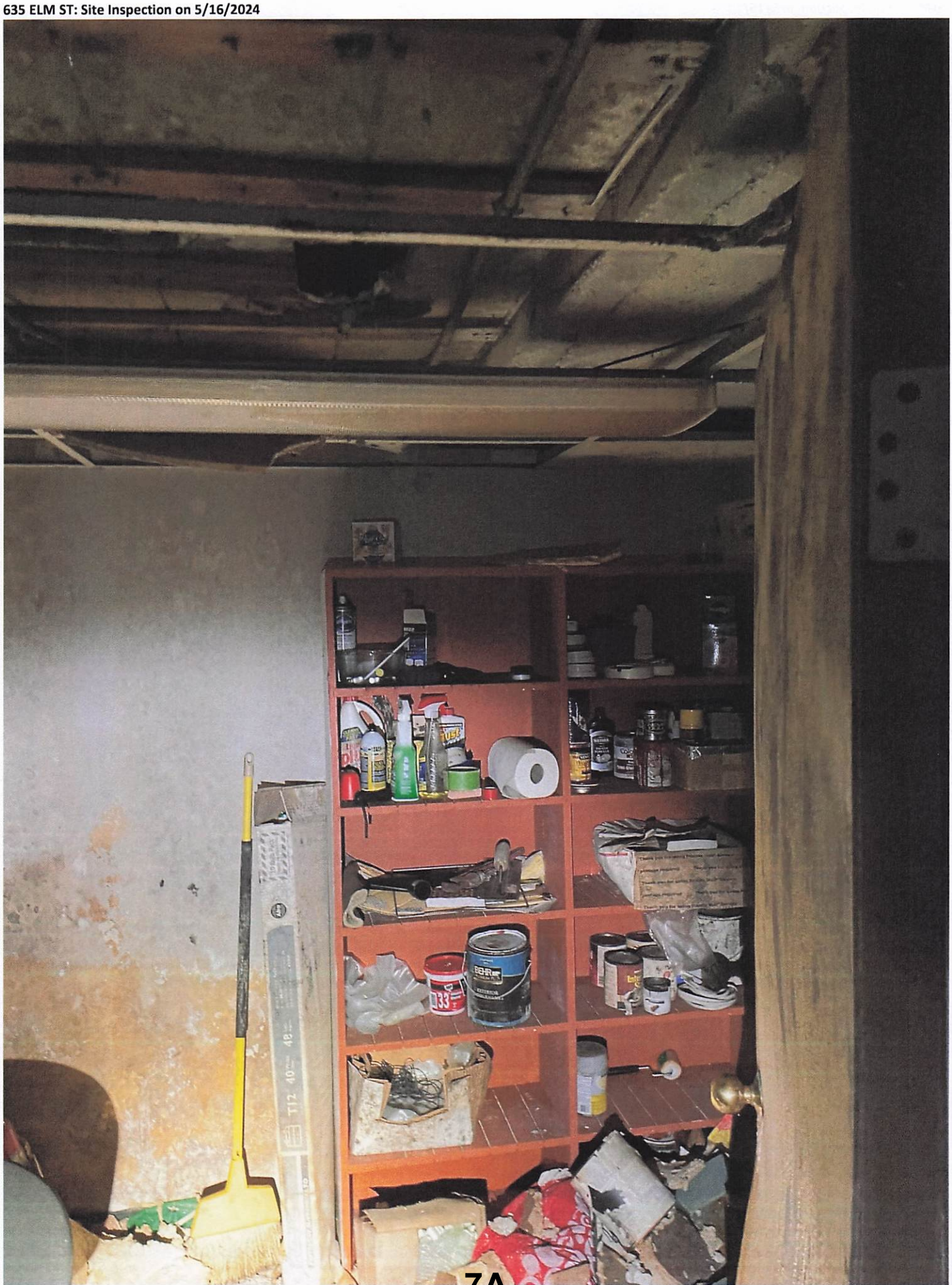
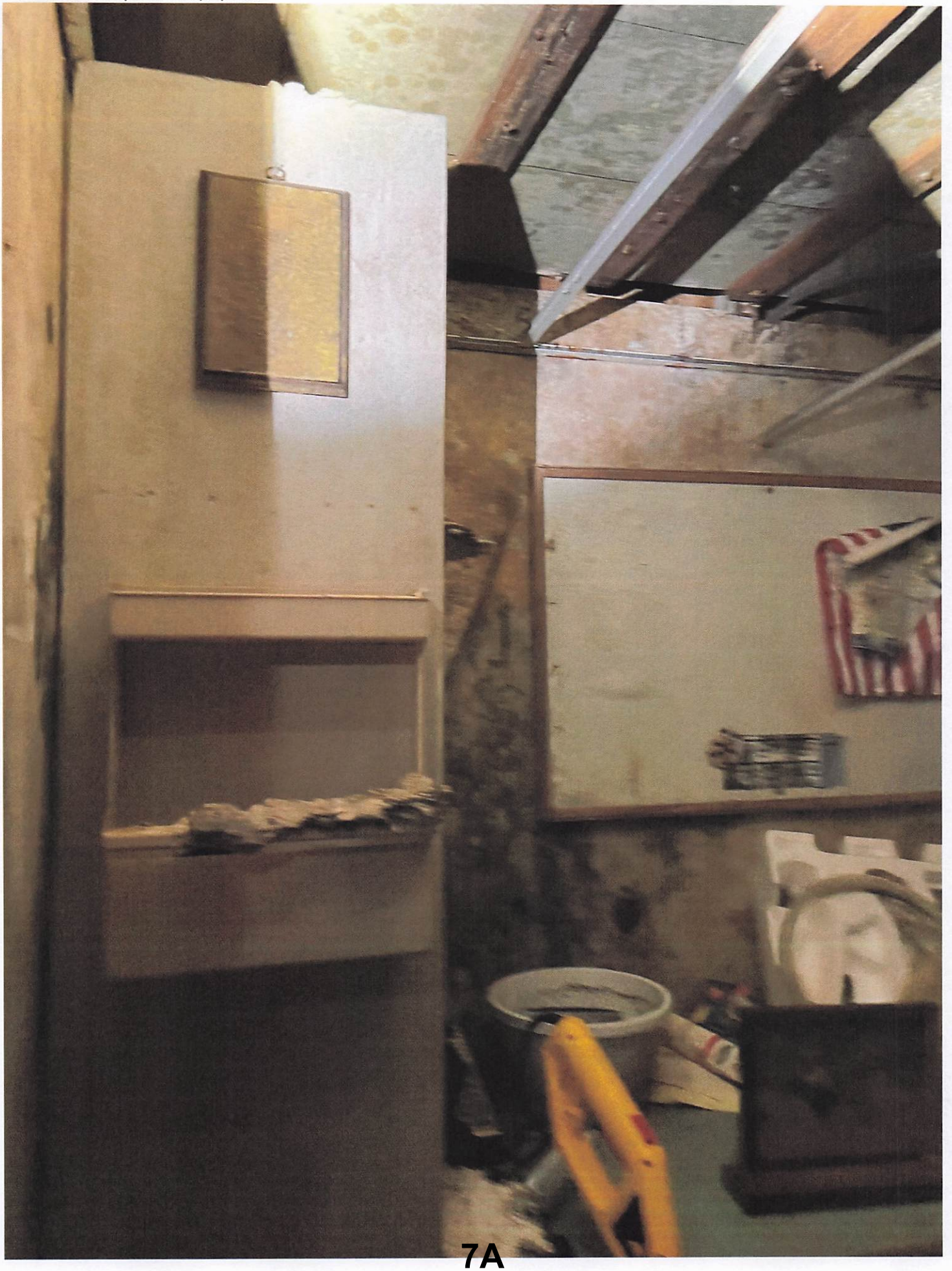
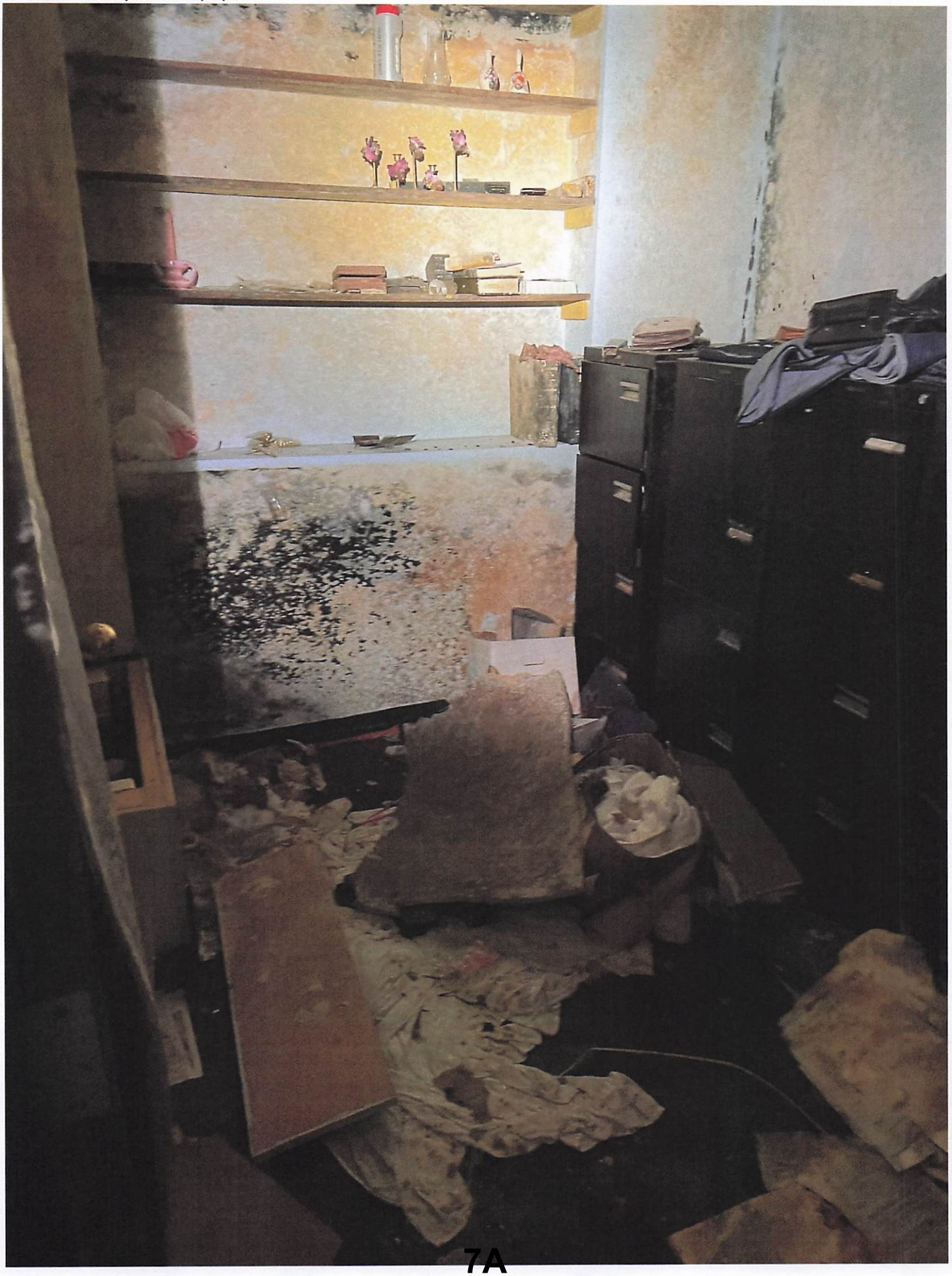




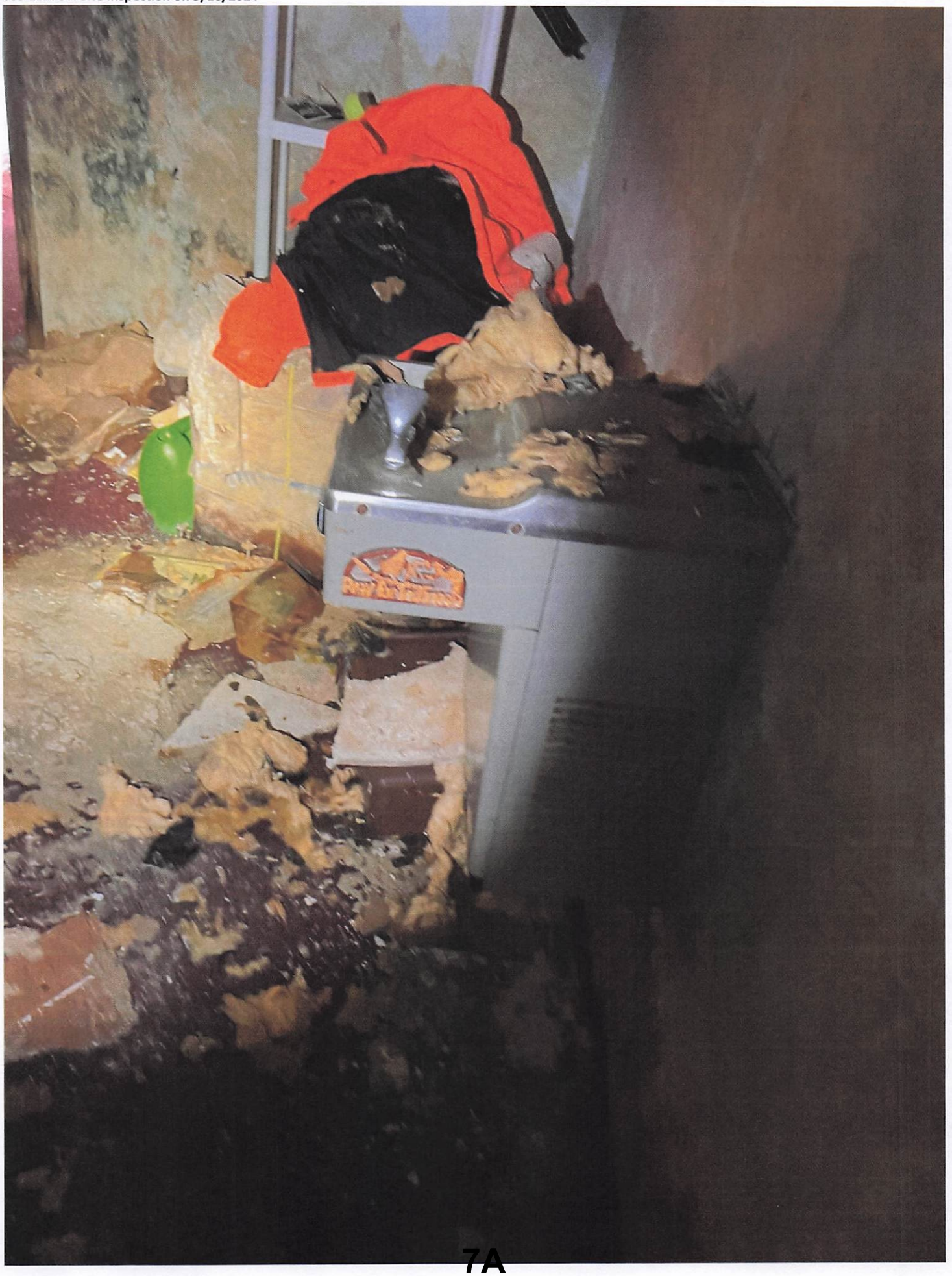


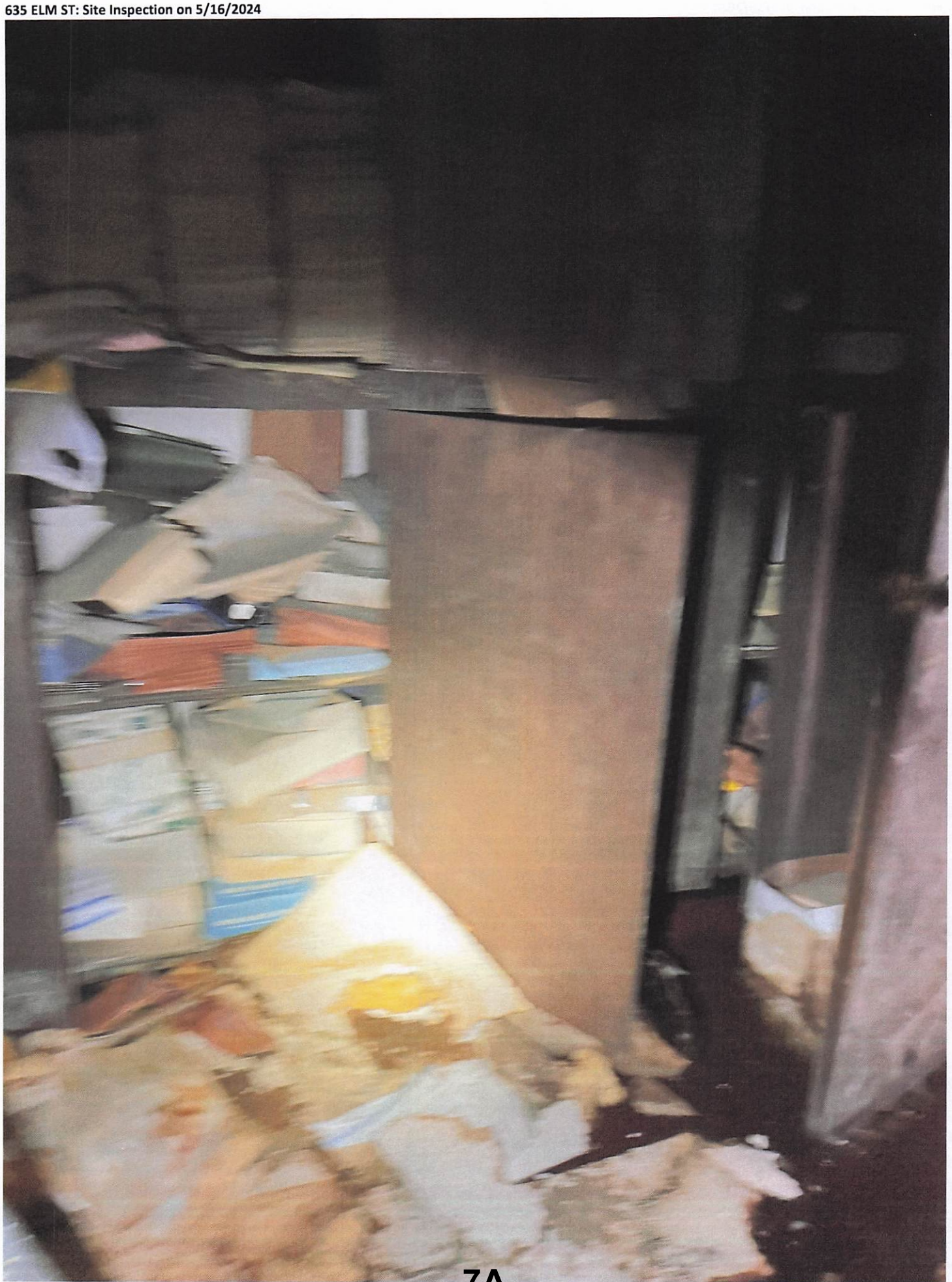
635 ELM ST: Site Inspection on 5/16/2024

635 ELM ST: Site Inspection on 5/16/2024



635 ELM ST: Site Inspection on 5/16/2024





7A

635 ELM ST: Site Inspection on 5/16/2024

635 ELM ST: Site Inspection on 5/16/2024

7A

ATTACHMENT E

BIRMINGHAM
A WALKABLE CITY

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.

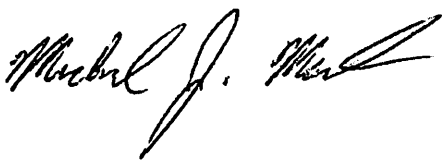
1. The interior of the building has an accumulation of rubbish and garbage throughout every room in violation of Sections 305.1, 308.1 and 308.2 of the code.
2. The toilet facilities are not functioning properly and the conditions are extremely unsanitary and in violation of sections 502.4, 502.5 of 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.

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



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

BIRMINGHAM
A WALKABLE CITY

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

BIRMINGHAM

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

CSCL/CD-2700 (10/24)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

15-08

2025

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

Identification Number	Limited Liability Company Name
801110632	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

RECEIVED
DEC 19 2024
LARA $25.00

Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P O. Box)

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, cannot be a P.O. Box).

3. Signature of authorized member, manager or agent.	Title	Date	Phone (Optional)
X Ralph Faranso	MEMBER	12-13-24	248 730 1800

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/corpfileonline
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

Required by section 207, 1993 PA 23, as amended

BAT2700LLC_NOV

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
		Prev. Taxable Stat	TAXABLE
Liber/Page:	56593:300 **Created:** / /	**Gov. Unit:**	08 City of Birmingham
Split:	/ / **Active:** Active	**ITOnly**	.
		School:	63010 BIRMINGHAM CITY SCHOOL DIST
		Neighborhood:	COF E.C.F. Table COF
Public Impr.:	Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb		
Topography:	Level		

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
819 Bowers

611 Elm - #639 #655

Image

7A

CSCL/CD-2700 (10/24)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

15-08

2025

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

Identification Number	Limited Liability Company Name
801440892	BIRMINGHAM BOWERS LLC

1 Resident agent name and mailing address of the registered office

RALPH G FARANSO
4200 COMMERCE RD
ORCHARD LAKE, MI 48324

RECEIVED
DEC 19 2024
LARA $25 00

FILED
FEB 25 2025
CORPORATION DIVISION

Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P O Box)

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, cannot be a P.O. Box)

3 Signature of authorized member, manager or agent.	Title	Date	Phone (Optional)
X Ralph Faranso	MEMBER	12-13-24	248-730-1800

Annual Statement Must Be Signed (Item 3 above)

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Filing Fee: $25.00

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Submit
Online: www.michigan.gov/corpfileonline
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

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Required by section 207, 1993 PA 23, as amended

BAT2700LLC_NOV

TETRA TECH

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 Nemco 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

Oakland County Michigan

LAMS

(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

Oakland County Michigan

LAMS

(08) 19-36-281-028

Brown = Organization
Green = Trust

ATTACHMENT J

BIRMINGHAM
A WALKABLE CITY

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

BIRMINGHAM
A WALKABLE CITY

October 8, 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)

Dear Property Owner, Mr. Faranso:

The purpose of this letter is to give you notice that the Birmingham City Commission has set a public hearing in the matter of your dangerous unfit structure at the September 8, 2025 regular meeting for October 6, 2025 at 4:30 p.m. The public hearing was postponed due to an issue with the notices to the next regular Birmingham City Commission meeting set for Monday, October 27, 2025 at 7:30 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 27, 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 this structure is 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 L

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7A

FOR SALE

ATTACHMENT M

BIRMINGHAM
A WALKABLE CITY

611 Elm Street

Demolition Order of a Dangerous Structure

Building Department

Presented by: Jeff Zielke

Date: October 27, 2025

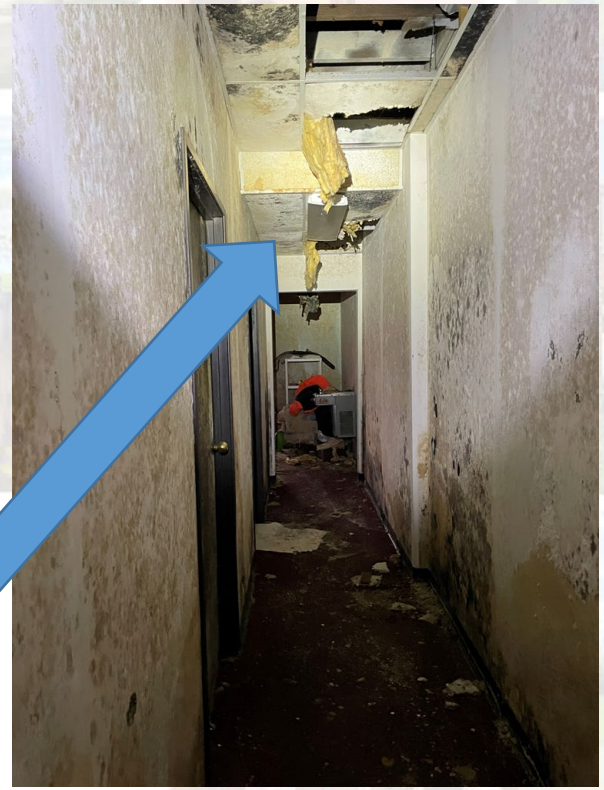
Exterior Elevations

BIRMINGHAM
A WALKABLE CITY

Interiors elevations

Extensive growth throughout the building.

Ceiling tiles collapsed everywhere



Building is without electricity and water

BIRMINGHAM
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Site inspection May 16,2024

Interiors Elevations

Site inspection May 16,2024

Buckets full of stagnant water and debris throughout the building

BIRMINGHAM
A WALKABLE CITY

AERIAL

The roof is collapsing in several areas and is structurally compromised

BIRMINGHAM
A WALKABLE CITY

Aerial photos October 14, 2024

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Planning Department

DATE: October 13, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director
Mike Simpson, Investigative Captain

SUBJECT: Public Hearing for 176 S. Old Woodward – Kaishin Izakaya (Formerly Sushi Japan) – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:
The applicant has submitted a Special Land Use Permit Amendment application to change ownership of Sushi Japan, an existing food and drink establishment serving alcoholic liquors for on premise consumption in Downtown Birmingham. The subject site is located on the west side of S. Old Woodward north of Merrill St. in the Merrillwood Building.

The transfer of ownership will include limited cosmetic changes to the interior (paint, flooring, etc.), but would not modify the style of the restaurants food offerings, which will remain as Japanese cuisine. In addition, this ownership transfer will not include any changes to the exterior of the building or the greater site as a result of this transfer with the exception of a new sign reflecting the change in restaurant name. If approved, the Special Land Use Permit would be transferred from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya).

In addition to requesting that the City Commission consider the Special Land Use Permit to transfer ownership of the existing bistro serving alcoholic liquors for on premise consumption, the Police Department has also completed an investigation into the new proposed ownership entity, which includes, but is not limited to, ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises.

BACKGROUND:
On July 12, 2021 (Agenda – Minutes), the City Commission moved to approve the initial Special Land Use Permit (SLUP) for 176 S. Old Woodward (Sushi Japan). The SLUP has remained in good standing with the City and has not been amended since it was issued.

LEGAL REVIEW:
The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:
There are no fiscal impacts for this agenda item.

SUSTAINABILITY:
There are no sustainability considerations for the proposed Special Land Use Permit Amendment.

DESIGN CONSIDERATIONS:
There are no design considerations related to this proposal. As noted above, the proposed changes as a result of this ownership transfer are limited to minor cosmetic updates within the interior. The Planning Department acknowledges that eventually, the new restaurant will update the signage to reflect the new restaurant name, and will review such signage administratively.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on October 27, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:
The Planning Department requests that the City Commission consider the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

AND

The Police Department requests that the City Commission consider authorizing the City Clerk to complete the Local Approval Notice at the request of Gold Coin Inc. and to approve the transfer of the Class C and SDM Liquor License with Sunday Sales (AM & PM) and 1 additional outdoor service area permit from Sushi Japan Inc. to Gold Coin Inc. (d/b/a Kaishin Izakaya) located at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI.

ATTACHMENTS:
Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Police Department Investigation Report
- Application Materials

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

AND

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Gold Coin Inc. and to approve the transfer of the Class C and SDM Liquor License with Sunday Sales (AM & PM) and 1 additional outdoor service area permit from Sushi Japan Inc. to Gold Coin Inc. (d/b/a Kaishin Izakaya) located at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI.

Kaishin Izakaya
176 S. Old Woodward
Special Land Use Permit Amendment 2025

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original restaurant, Sushi Japan, located at 176 S. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in September 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward north of Merrill St.;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on October 27, 2025 and has reviewed Kaishin Izakaya's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Kaishin Izakaya's application for a Special Land Use Permit Amendment at 176 S. Old Woodward is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Kaishin Izakaya shall abide by all provisions of the Birmingham City Code;
2. Kaishin Izakaya shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
3. The Special Land Use Permit may be canceled by the City Commission

upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit, after notice and a hearing.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Kaishin Izakaya and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Kaishin Izakaya to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Kaishin Izakaya is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya), above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on October 27, 2025.

_____

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT
176 S. OLD WOODWARD – KAISHIN IZAKAYA

This Contract is entered into this 8 day of October, 2025 by and between **GOLD COIN, INC.,** whose address is 176 S. Old Woodward Ave., Birmingham MI 48009 (hereinafter referred to as "Kaishin Izakaya"), **MERRILLWOOD INVESTMENT, LLC**, whose address is 251 E. Merrill St., Suite 212, Birmingham, MI 48009 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

RECITALS:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original restaurant, Sushi Japan, located at 176 S. Old Woodward on July 12, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in September 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 176 S. Old Woodward from Sushi Japan INC (Sushi Japan) to Gold Coin, Inc. (Kaishin Izakaya);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of S. Old Woodward north of Merrill St.;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on October 27, 2025 and has reviewed Kaishin Izakaya's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. Kaishin Izakaya will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the

Property shall also require the approval of the Birmingham City Commission.

2. Kaishin Izakaya further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Kaishin Izakaya shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Kaishin Izakaya further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Kaishin Izakaya acknowledges that no modifications to the site plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, major remodeling, changes in the number of interior or exterior seats, etc.

4. Kaishin Izakaya acknowledges that outdoor dining is permitted with a valid Outdoor Dining License which is applied for and may be granted annually.

5. Kaishin Izakaya agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

6. Kaishin Izakaya further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

7. Kaishin Izakaya agrees that it shall adhere to all Federal, State and local ordinances currently in effect or as subsequently amended or enacted.

8. Kaishin Izakaya agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Kaishin Izakaya from operating the establishment. Kaishin Izakaya agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Kaishin Izakaya further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

9. To the fullest extent permitted by law, Kaishin Izakaya and any entity or person for whom Kaishin Izakaya is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees,

and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Kaishin Izakaya's operation of an establishment at the Property. Kaishin Izakaya is not liable if the act or omission is the City's.

10. In the event Kaishin Izakaya fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

11. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. 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.

12. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

13. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

14. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

a. Kaishin Izakaya shall abide by all provisions of the Birmingham City Code;
b. Kaishin Izakaya shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2021; and
c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

15. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Kaishin Izakaya has been given notice and a hearing.

16. Except as herein specifically provided, Kaishin Izakaya and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Kaishin Izakaya to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

17. Kaishin Izakaya is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

18. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Kaishin Izakaya. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

GOLD COIN, INC. (Kaishin Izakaya)

By: _____

Its: President

Date: OCT 8.25

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 8 day of OCTOBER, 2025, before me personally appeared WOOJIN LEE who acknowledged that with authority on behalf **GOLD COIN, INC.** to do so signed this Agreement.

_____
Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: 8/14/2026

MUHSINAH SAMI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires August 14, 2026
Acting in the County of Oakland

MERRILLWOOD INVESTMENT, LLC (Property Owner)
(as to paragraph 10 only)

By: _____ Jeffrey A. Ishbia

Its: Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 6th day of October, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of **MERRILLWOOD INVESTMENT, LLC** to do so signed this Agreement.

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

BETH HUFFMAN HALL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires 11/21/2029
Acting in the County of Oakland

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

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

MEMORANDUM

Police Department

DATE: October 7, 2025

TO: Jana L. Ecker, City Manager

FROM: Mike Simpson, Investigative Captain

APPROVED BY: Scott A. Grewe, Chief of Police

SUBJECT: Request to transfer ownership of Class C and SDM Liquor License with Sunday Sales (AM and PM) Permit from Sushi Japan Inc. (d/b/a Sushi Japan) to Gold Coin Inc. (d/b/a Kaishin Izakaya) owned and operated by Mr. Woojin Lee; and request for 1 new outdoor service area permit request located at 176 S. Old Woodward, Birmingham, Oakland County.

INTRODUCTION:

The Police Department has received a request from The Draper Law Firm regarding the request to transfer ownership of a Class C and SDM Liquor License with Sunday Sales (AM and PM) Permit, 1 additional new outdoor Service area permit from Sushi Japan Inc. (Sushi Japan, Business Id. 0274167) to Gold Coin Inc. (Kaishin Izakaya, Business Id. 0289668) at physical address, 176 S. Old Woodward, Birmingham, Oakland County.

Gold Coin Inc. current MLCC application status indicates that it is a completed application (Request #RQ-2506-07003) with pending ownership transfer, pending new permit, pending new outdoor service area and pending conditional license. Gold Coin Inc. has paid the initial application fee of $1,500.00 for a business that serves alcoholic beverages for consumption on the premises per section 10.81 of the Birmingham City Code. Gold Coin Inc.'s sole member is Mr. Woojin Lee.

Chapter 10 (Alcoholic Liquors), Section 10-42 of the Birmingham City Code requires that "any and all transfers of a liquor license for consumption of intoxicating liquor on premises require the approval of the City Commission of any kind including, but not limited to ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises."

BACKGROUND:

Gold Coin Inc. is owned and operated by, Mr. Woojin Lee, who has 100% ownership. Gold Coin Inc. has a lease agreement at 176 S. Old Woodward (Merrillwood Investment Inc.) for 10 years

with monthly payments of $8,500.00. I was provided a copy of the asset purchase agreement. The expected cost breakdown listed in the asset purchase agreement is as follows;

A. FF&E and Leasehold improvement _____ $200,000.00
B. Liquor License _____ $23,260.00
C. Goodwill _____ $206,740.00

TOTAL: $430,000.00

The proposed, limited cosmetic changes to the interior (paint, flooring, etc.), new signage and liquor license transfer will be financed by contributions from Mr. Woojin Lee's other 100% owned business Happy Tree Inc. (dba Sushi Hanna) located at 42656 Woodward Ave. Bloomfield Hills, Oakland County. The style of restaurant will remain Japanese Cuisine and the transfer of ownership will not involve any changes to the exterior of the building. The proposed hours of operation will be from 11:00 am to 11:00 pm seven days a week.

The Birmingham Police Department was provided with a certified, notarized Account Certification Letter from Comerica Bank for Happy Tree Inc. (dba Sushi Hanna/Woojin Lee) verifying that there are sufficient funds available to complete this transaction and purchase this liquor license.

A background check was conducted for Mr. Woojin Lee. Mr. Woojin Lee was checked using the Law Enforcement Information Network, the Court's Enforcement Management Information System (CLEMIS) and the State of Michigan Name-Based Background Check – Internet Criminal History Access Tool (ICHAT). Mr. Woojin Lee has no criminal convictions.

A CLEMIS and MLCC Alcohol Information Management System (AIMS) search was conducted for Mr. Woojin Lee's current operating business, Happy Tree Inc. (dba Sushi Hanna), located at 42656 Woodward Ave. Bloomfield Hills (LGU: Bloomfield Twp.). AIMS search results showed 3 prior MLCC violations listed below;

> June 20, 2019 – Failed, refused or neglected to obey a written order of the Commission dated December 19, 2018, by failing to provide proof of successful completion of an alcohol server training program approved by the Commission within 180 days of the issuance of the license, December 21, 2018 contrary to Rule 436.1029. Event Decision: December 4, 2019 - $150.00 penalty and 8 continuous day suspension if the $150.00 fine is not paid within 45 days of order.
>
> June 27, 2022 – Violation of Rule 436.1803(4): Liquor Liability Insurance. Event Decision: Violation Warning Notice.
>
> July 6, 2022 – Violation of Rule R436.1048(1): Fail to renew license prior to April 30 the year following issuance. Event Decision: Violation Warning Notice.

Writer contacted Local Governmental Unit (LGU) Bloomfield Twp. Police Department inquiring about CLEMIS contacts for Mr. Woojin Lee (2610 Ayershire Dr. Bloomfield Hills, 48302) and Sushi Hanna at 42656 Woodward Ave. Bloomfield Hills, 48304. Writer discovered routine liquor inspections conducted at Sushi Hanna showed no issues noted by Bloomfield Twp. Police. No concerning police contacts were uncovered involving the business or Mr. Woojin Lee.

LEGAL REVIEW:
The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:

$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:
None

ATTACHMENTS:
None

SUMMARY:
The request is before the City Commission to approve the transfer of the Class C and SDM Liquor License from Sushi Japan Inc. to Gold Coin Inc. with Sunday Sales (AM & PM) Permit, 1 additional outdoor service area permit at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI. Mr. Woojin Lee has successfully completed the police background check. The Police Department has not uncovered any information that would give cause to deny the applicant's request.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Gold Coin Inc. and to approve the transfer of the Class C and SDM Liquor License, with Sunday Sales (AM & PM), from Sushi Japan Inc. to Gold Coin Inc. and 1 additional outdoor service area permit for Gold Coin Inc. (d/b/a Kaishin Izakaya) located at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI.

THE DRAPER LAW FIRM

Attorneys & Counselors at Law

David R. Draper

18524 Mack Avenue
Grosse Pointe Farms, Michigan 48236
(313) 885-6800 - Phone
(313) 885-6801 - Fax

david@thedraperfirm.com

September 8, 2025

VIA E-MAIL, ONLY

Mr. Nicholas Dupuis, AICP
Planning Director
ndupuis@bhamgov.org
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012

Re: Gold Coin, Inc. / Sushi Japan, Inc.
176 S. Old Woodward, Birmingham, Michigan

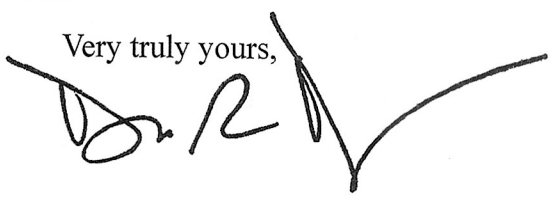
Dear Mr. Dupuis:

As you are aware, our office represents Mr. Woojin Lee and his business Gold Coin, Inc. d/b/a Kaishin Izakaya. Attached please find our Client's Special Land Use Permit Application – Bistro. Mr. Lee has made payment to the City in the amount of $1,800, as directed. We are in the process of obtaining the signature of the Landlord, who supports this Special Land Use Permit Application. Please advise if you need any additional information from our Client.

Our Client would like to move forward and be placed on the October Special Land Use Meeting and Agenda. As we discussed, this is simply a change of ownership. The existing use is Japanese restaurant and the proposed use is also a Japanese restaurant. There are no substantive changes requested at the subject location.

Thank you for your assistance to this matter. If you have any questions or concerns, please feel free to contact my office at your convenience.

Very truly yours,



DAVID R. DRAPER

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering & Planning Department

DATE: October 17, 2025

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, Engineering Director
Leah Blizinski, City Planner
Ryan Kearney, Police Lieutenant

SUBJECT: Wimbleton Drive (Phase 2) Interim Report for City-Initiated Unimproved Streets Project

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INTRODUCTION:

As part of the City's annual Capital Improvement Plan and budget for Fiscal Year 2025-2026, Wimbleton Drive between Oxford Street and North Adams (Wimbleton Drive Phase 2) has been selected by the City's Engineering Department for water main replacement and sewer improvements. Wimbleton Drive between Oxford Street to North Adams is considered an unimproved street. This is the fourth project under the City's new policy for initiating improvement projects for unimproved streets.

This report serves as the Interim Report for City-Initiated Unimproved Streets Project, as outlined in the Procedure for City Street Improvements policy statement updated in 2021. Once a decision is made by the City Commission for sewer, water, and road design, the City Engineering Department will proceed with final designs. The City Commission will then have a public hearing on a future date to establish a special assessment district for the making of the public improvement.

BACKGROUND:

In 2017, the City of Birmingham created an Ad Hoc Unimproved Street Study Committee for the purpose of developing a long term plan addressing unimproved roads in the City. The committee was composed of seven total members with two elected City Commissioners, three residents living on an unimproved street from different areas of the City, one resident living on an improved street, and one member with a background in road design.

On December 21, 2020 (Agenda – Minutes), the City Commission accepted the Ad Hoc Unimproved Street Study Committee's Final Report. One recommendation of the Final Report was for the City to create a policy enabling the City's Engineering Department to initiate road improvements projects without a citizen led petition. It was also recommended that the City conduct a system wide infrastructure ranking of all unimproved streets to prioritize the initiation of projects. The rankings and prioritized projects would be presented in the five-year capital improvement plan during the annual budgeting process.

On October 25, 2021 (Agenda – Minutes), the City Commission adopted the "Procedure for City Street Improvements" policy and amended the subsequent Municipal Code Chapter 94, Sections 94-4 through 94-8 related to initiating special assessments. This new policy aligns with recommendations from the Ad Hoc Unimproved Street Study Committee. Road improvements may still be initiated by residents with a petition, however unimproved street projects may also be initiated by the City Engineering Department and City Commission. Such projects will be determined by a ranking system and presented to City Commission during the annual Capital Improvements Project review.

Wimbleton Drive (Phase 2) was included in the FY 25-26 budget and Capital Improvement Plan (CIP), and is the fourth project being proposed under the recently adopted City-Initiated Project policy (following Westwood 2022, Shirley & Arlington 2023-2024 and Wimbleton Drive (Phase 1) with small portions of Abbey Street and Twin Oaks Lane in 2024-2025). This street has been in the budget since FY 23-24 with construction occurring FY 25-26 and FY 26-27.

Engineering Report:

The City is planning improvements to the sewer and water mains along Wimbleton Drive between Oxford and North Adams. These improvements will be funded through the Sewer and Water Funds. If a property's private water or sewer lateral does not meet current City standards, the cost of lateral replacement will typically be included as a special assessment to the homeowner, consistent with City practice.

Because the sewer and water mains are located beneath the public street, the roadway will need to be excavated. As part of this work, the project will include a new pavement surface. The cost of the street pavement will be subject to special assessments for the adjoining property owners that benefit from the improvements, in accordance with the City's long-standing policy for street reconstruction projects on unimproved roads. Special assessments for driveway approaches are also typically included.

Under the City's policy for unimproved roads receiving a cape seal treatment, 85 percent of the front-foot improvement costs are assessed to the properties fronting the improvement, with the remaining 15 percent paid by the City. For residential properties that side on the improvement, 25 percent of the side-foot costs are assessed to the property owner, and the City pays the remaining 75 percent.

When an unimproved road is converted to an improved road, the City's policy states that 85 percent of the front-foot costs are assessed to the fronting properties, and the City pays 15 percent. For corner lots, if the longer side of the property faces the improved street, the City pays two-thirds of the cost, and the property owner pays one-third. If the shorter side of the corner lot faces the improved street, the property owner pays the full cost of the assessment. Once a road has been converted to an improved road, the City is responsible for 100 percent of future maintenance costs.

At the January 2023 Long Range Planning Meeting, the Engineering Department requested input from the Fire Department and the Department of Public Services to identify the top locations for sewer and water improvements. The Fire Department's highest priorities for water main upgrades were Abbey, Shepardbush, and Tottenham. A review of the City's 2021 infrastructure condition scores showed that Wimbleton Drive from Oxford to Poppleton had the second-highest score at 258. In addition, sixteen blocks along Wimbleton Drive and north to the City limits ranked among the top fifty in infrastructure condition scores. Because Wimbleton Drive, from Woodward Avenue to Adams Road, serves as a backbone of the City's water main system, this segment was

prioritized for replacement. Sewer flow in this area runs westward, which also supports beginning improvements on the western portion of Wimbleton Drive first.

The Phase 2 project on Wimbleton Drive includes the following components:

- Replace the existing 6-inch water main (installed in 1925) with a new 12-inch main meeting current City standards. New valves and fire hydrants will be installed. Water system modeling indicates the new system will significantly improve water flow and meet current residential service goals.
- Replace combined sewers (8–12 inches in size) originally installed in 1925–1926 and extend the relief sewer constructed in Phase 1 to separate some storm runoff in this area.
- Improve sidewalks as needed, focusing on intersection crosswalks to ensure ADA compliance.

On August 28, 2025, City staff held an informational meeting with residents of Wimbleton Drive to review the engineering details of the proposed project, the previous special assessment costs from Phase 1, and the upcoming design, approval, and special assessment processes associated with infrastructure projects.

The current timeline for the project is to complete the final design after receiving direction from the City Commission. The final design work is expected to take several months, and the intent would be to advertise the project for bids in January 2026 or February 2026, with construction beginning in the spring of 2026. The construction period is expected to last approximately three to four months.

Multi-Modal Transportation Board Review:

In 2018, the City Commission directed the Multi-Modal Transportation Board (MMTB) to create a residential street width policy after a public hearing debate regarding the improvement of Bennaville Ave. The Board proceeded to discuss this item on March 1, 2018 (Agenda – Minutes), April 5, 2018 (Agenda – Minutes), and May 3, 2018 (Agenda – Minutes). The City's transportation consultants presented national standards and best practices for residential streets recommended by the Transportation Research Board, the Institute of Transportation Engineers, the Urban Land Institute, the National Association of City Transportation Officials (NACTO), and the American Association of State Highway and Transportation Officials (AASHTO). Upon review, it was recommended that a 26' width be implemented as a residential street width policy.

On July 23, 2018 (Agenda – Minutes), the City Commisison reviewed the recommendations of the MMTB and approved the Birmingham Residential Street Design Standards. Such standards include a residential street width of 26' (28' back of curb to back of curb), with a curblawn for street trees and a 5'-6' sidewalk. The policy also includes exceptions for consideration and standards for review of such exceptions. The full approved residential street width policy is included in the attachments.

On August 7, 2025 (Agenda – Video), the MMTB began reviewing Wimbleton Drive (Phase 2). City staff went through a preliminary review of existing conditions along with vehicular traffic counts. The board expressed confusion as to what their role is within the unimproved streets process and requested additional data.

On August 25, 2025 (Agenda – Minutes), the City Commission moved to place a moratorium on future Multi-Modal Transportation Board meetings in order for the City Commission to review and scrutinize Birmingham City Code sections 110-30 and 110-31 in order to examine and clarify the

scope of authority, purpose, duties and purpose of the multimodal board to place this topic on a future agenda as determined by the City Manager.

As the moratorium on future meetings of the MMTB is still in place at this time, the Wimbleton Phase 2 Interim Report is being presented to the City Commission without a recommendation from the MMTB in order to keep the capital project on schedule and to not delay critical sewer and water infrastructure replacement.

LEGAL REVIEW:
The City Attorney has reviewed the suggested resolutions and offers no further comment.

FISCAL IMPACT:
This project has been planned and is included in the approved FY25/26 budget. The budget includes $1,007,680 in Major Streets account 203-449.001-981.0100, $1,485,090 in Sewer Fund account 590-936.001-981.0100, and $1,093,860 in Water Fund account 591-537.004-981.0100. Therefore, the total project budget is $3,586,630. The current budget includes reconstruction of Wimbleton Road with a potential special assessment revenue over a 10-year payback.

SUSTAINABILITY:
Due to the limited scope of the proposed project in terms of road design, the sustainability impacts could be considered to be mostly related to stormwater. The project will include a portion of separated storm sewer that will drain toward Woodward Ave to the Rouge River keeping storm runoff out of the City's combined sewer system. However, there may be chemicals in cape seal treatments that add pollution to said stormwater.

DESIGN CONSIDERATIONS:
Several design concepts were considered by the City Commission during phase 1 that follow the Complete Streets standards. The design of Wimbleton Drive (Phase 2) closely follows that of phase 1.

PUBLIC COMMUNICATIONS:
The item was presented in a public setting at the Multi-Modal Transportation Board in August. Staff presented timelines of anticipated hearings and discussed that the final hearing would likely be held with the City Commission on October 27, 2025.

As required by the unimproved streets policy, City staff also held an informational meeting with residents of Wimbleton Drive to go over engineering topics related to sewer and water for each street, a range of estimated costs, along with the upcoming design, approval, and special assessment process associated with infrastructure projects.

SUMMARY:
City staff requests that the City Commission consider directing the Engineering Department to proceed with the final design of Wimbleton Drive (Phase 2) to include the planned improvements to the sewer and water mains with cape seal treatment of the road surfaces within the project area.

ATTACHMENTS:
- Conceptual Street Design – 26' wide with no curbs
- Wimbleton Road speed data
- Wimbleton Road vehicle counts

- Slides from staff meeting with residents – August 28, 2025
- Upcoming Capital Improvements Projects – 2025 Long Range Planning
- Procedure for City Street Improvements, October 25, 2021
- Residential Street Width Standards, July 23, 2018

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to direct the Engineering Department to proceed with the final design of Wimbleton Drive (Phase 2) to include the planned improvements to the sewer and water mains with cape seal treatment of the road surfaces within the project area.

WIMBLETON DRIVE PHASE 2 - 26-FOOT WIDE ROAD (NO CURB)

NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257
WWW.NFE-ENGR.COM

WIMBLETON DRIVE PHASE 2 - 26-FOOT WIDE ROAD (NO CURB)

r D r

EED DATA ANAL I

Location

Wimbleton
Between NorthAdams and Poppleton
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
5/13/2025 7:36 AM	5/16/2025 3:45 AM

Speed Limit

25

Vehicles Analyzed

1,656

Average Speed

21

85th Percentile Speed

26

Peak Time of Violations

5/15/2025
6:36 PM

r D r

EED DATA ANAL I

Location

Wimbleton
Between Oxford and Poppleton
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
5/13/2025 7:55 AM	5/16/2025 1:41 AM

Speed Limit

25

Vehicles Analyzed

1,770

Average Speed

18

85th Percentile Speed

22

Peak Time of Violations

5/14/2025
7:55 AM

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Wimbleton Drive Phase Two Project

Resident Meeting

Engineering Department

Date: August 26, 2025

8B

Wimbleton Drive Phase Two Project

- Overview
  - General Project Information
  - Existing Utilities Information
  - Selecting City Projects
  - Future Utilities Improvements
  - General Construction Information
  - Unimproved vs. Improved Road Special Assessments
  - Future Steps and Meetings

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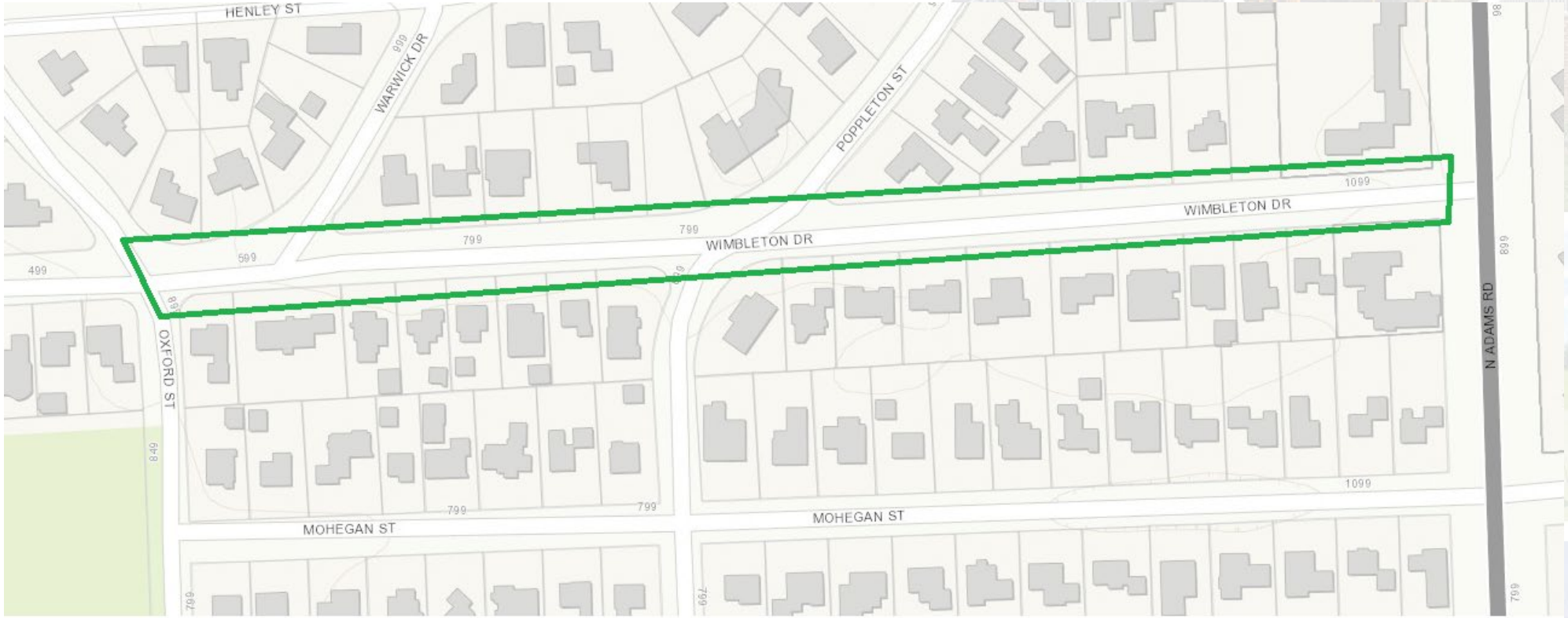
Wimbleton Drive Phase Two Project

General Project Information

Wimbleton Drive: Oxford to Adams Road



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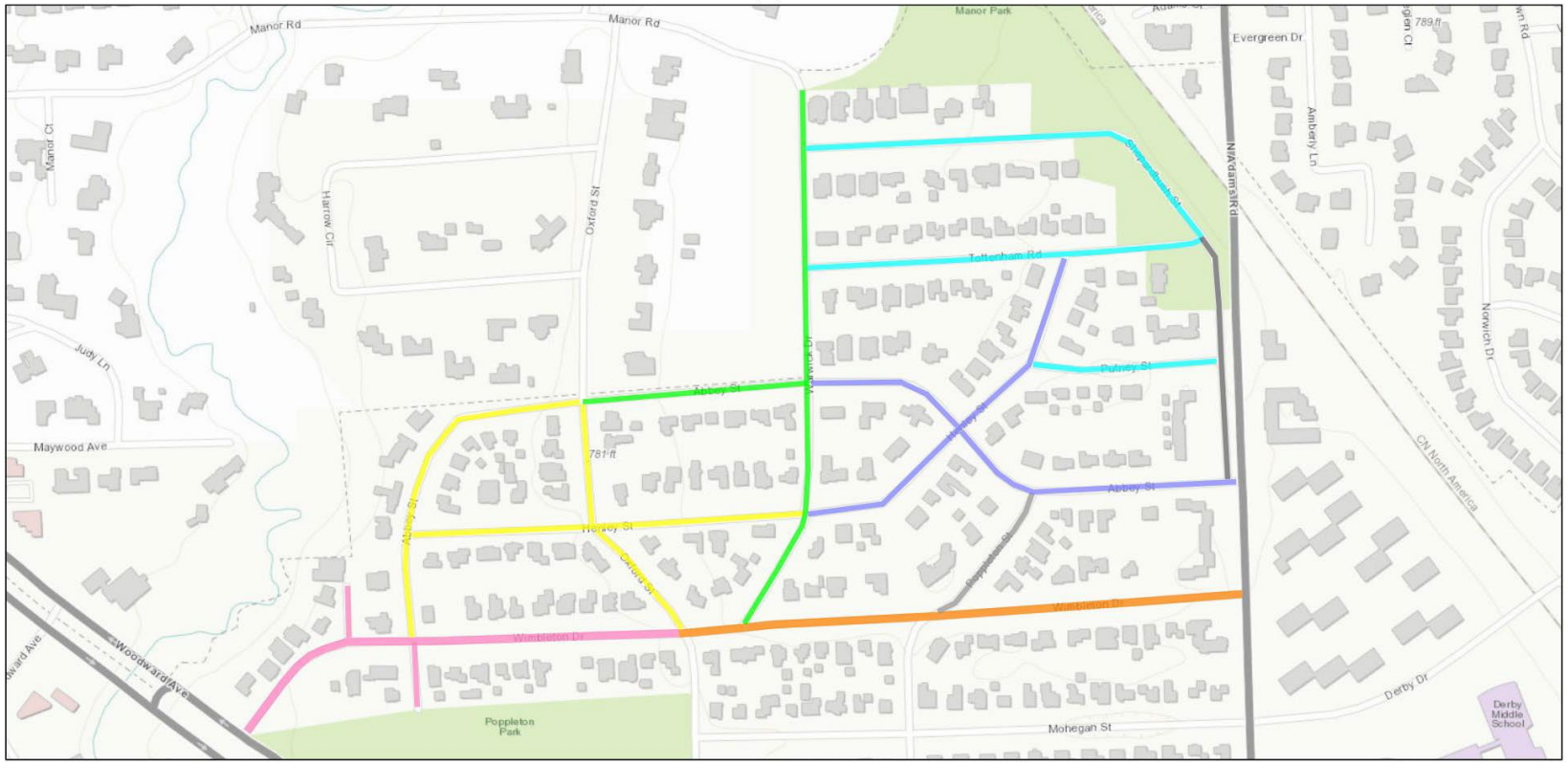
Wimbleton Drive Phase Two Project

General Project Information – Future Phasing

North Poppleton Area



Water Main Improvements by Fiscal Year*

- FY 24/25
- FY 25/26
- FY 26/27
- FY 27/28
- FY 28/29
- FY 29/30
- FY 30/31

* Tentative Schedule and is dependent on Budget Funds and City Commission Approval

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Oakland County, Michigan, SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

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City of Birmingham
Oakland County, Michigan, SEMCOG, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |

Wimbleton Drive Phase Two Project

Existing Utility Information

- Wimbleton Drive:
  - Water: 6” Cast Iron Pipe, installed 1925
  - Sewer:
    - 8”-15” Combined Sewer drains west, installed 1925 and 1951

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Wimbleton Drive Phase Two Project

Selecting City Projects

- Scoring Process
  - Road: 0-100 points
  - Sewer: 0-100 points
  - Water: 0-100 points

  - Higher points: Required Replacement
  - Max Point: 300 points

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Wimbleton Drive Phase Two Project
Selecting City Projects

City of Birmingham
Unimproved Roads Block Ratings

9/10/2021

Street (GIS Block Name)	Begin	End	2021 Water Points (0-100)	2019 Sewer Points (0-100)	Road Points (0-100)	Total Block Rating (0-300)
BLOOMFIELD	OLDWOODWARD	DEAD END	100	89	70	262
WIMBLETON	OXFORD	POPLLETON	94	91	70	258
OXFORD	ABBEY	WIMBLETON	100	77	70	250
SHEPARDBUSH	WARWICK	WIMBLETON	100	77	70	250
TORRY	TAUNTON	SHEFFIELD	94	72	80	248
HENLEY	ABBEY	OXFORD	100	73	70	246
HENLEY	WARWICK	OXFORD	100	73	70	246
TAUNTON	WOODWARD	TORRY	100	71	70	244
BRADFORD	SHEFFIELD	TORRY	94	72	70	239
WARWICK	ABBEY	HENLEY	100	75	60	239
ABBEY	HENLEY	DEAD END	100	64	70	237
ABBEY	HENLEY	OXFORD	100	64	70	237
LARCHLEA	LINCOLN	MIDVALE	100	80	50	235
TOTTENHAM	HENLEY	SHEPARDBUSH	100	59	70	232
WARWICK	HENLEY	WIMBLETON	100	77	50	232
HENLEY	TOTTENHAM	PUTNEY	100	58	70	231
TOTTENHAM	HENLEY	WARWICK	100	58	70	231
HUMPHREY	ETON	TAUNTON	76	72	80	230
WESTWOOD	RAYNALE	OAK	100	75	50	230
STANLEY	WALLACE	LINCOLN	87	86	50	228
FAIRWAY	GREENLAWN	GOLFVIEW	83	79	60	226
GREENLAWN	HILLSIDE	FAIRWAY	83	79	60	226
WESTWOOD	OAK	PINE	76	86	60	226
FLOYD	GEORGE	LINCOLN	74	86	60	224
SOUTHLAWN	LATHAM	SOUTHFIELD	76	74	70	223
WIMBLETON	POPPLETON	ADAMS	59	89	70	221
YOSEMITE	YANKEE	COLUMBIA	83	74	60	221
ARLINGTON	SHIRLEY	LINCOLN	81	75	60	220
HENLEY	ABBEY	WARWICK	76	71	70	220
HUMPHREY	TORRY	TAUNTON	76	62	80	220
SHEFFIELD	TORRY	BRADFORD	94	79	40	219
TAUNTON	CROFT	TORRY	66	71	80	219
EDENBOROUGH	MAPLE	YORKSHIRE	81	73	60	218
PENISTONE	FOURTEENMILE	BRADFORD	66	70	80	218
KIMBERLEY	PINE	DEAD END	76	77	60	217
PENISTONE	SHEFFIELD	TAUNTON	76	59	80	217
PENISTONE	SHEFFIELD	BRADFORD	76	59	80	217
RAYNALE	GLENHURST	WESTWOOD	100	62	50	217
FAIRVIEW	CHESTERFIELD	DEAD END	53	88	70	214
HAZEL	ADAMS	ELM	73	68	70	214
FAIRWAY	ARDEN	GOLFVIEW	76	64	70	213
HILLSIDE	CRANBROOK	GREENLAWN	83	65	60	212
YOSEMITE	ADAMS	YANKEE	59	80	70	212
ABBEY	POPPLETON	HENLEY	76	80	50	211
WESTWOOD	REDDING	RAYNALE	100	56	50	211
POPPLETON	ABBEY	WIMBLETON	59	87	60	210
MELBOURNE	KIMBERLEY	CHESTERFIELD	68	77	60	209
SHIRLEY	ARLINGTON	LINCOLN	79	75	50	209
GOLFVIEW	ARGYLE	MIDVALE	76	68	60	208
MELTON	TAUNTON	ETON	66	60	80	208
MIDVALE	GOLFVIEW	ARGYLE	76	68	60	208
ABBEY	WARWICK	OXFORD	59	75	70	207
MIDVALE	LARCHLEA	WESTCHESTER	56	87	60	207
SHIRLEY	MAPLE	ARLINGTON	71	72	60	207
TAUNTON	CROFT	PENISTONE	94	40	70	207
ARLINGTON	SHIRLEY	SHIRLEY	76	75	50	206
BRADFORD	PENISTONE	CROFT	76	56	70	205
BRADFORD	ETON	PENISTONE	76	56	70	205

P:\Unimproved_Streets\20210913_CCworkshop\20210830_Block_Combined_Points

1

HRC HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915

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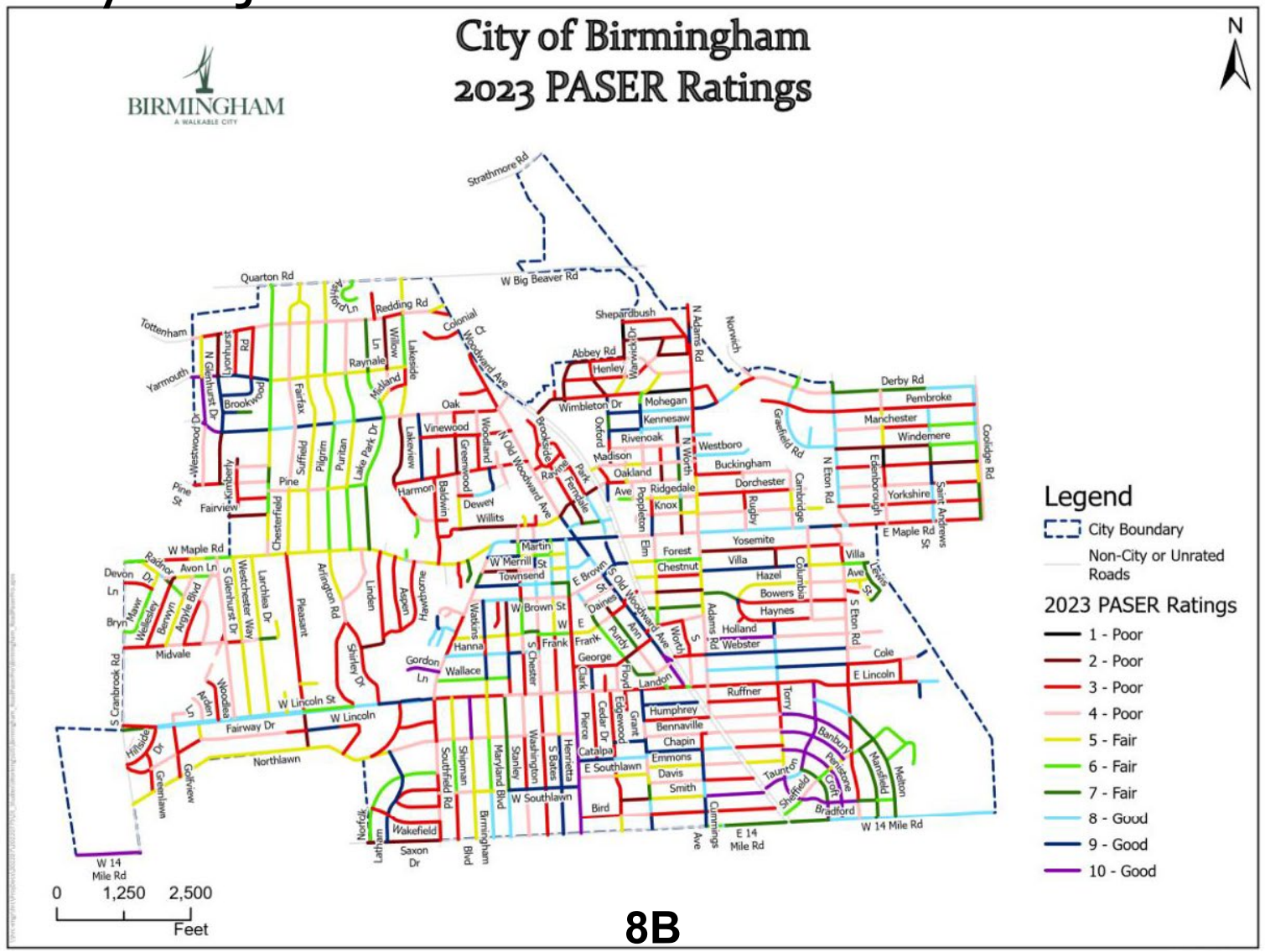
Wimbleton Drive Phase Two Project
Selecting City Projects



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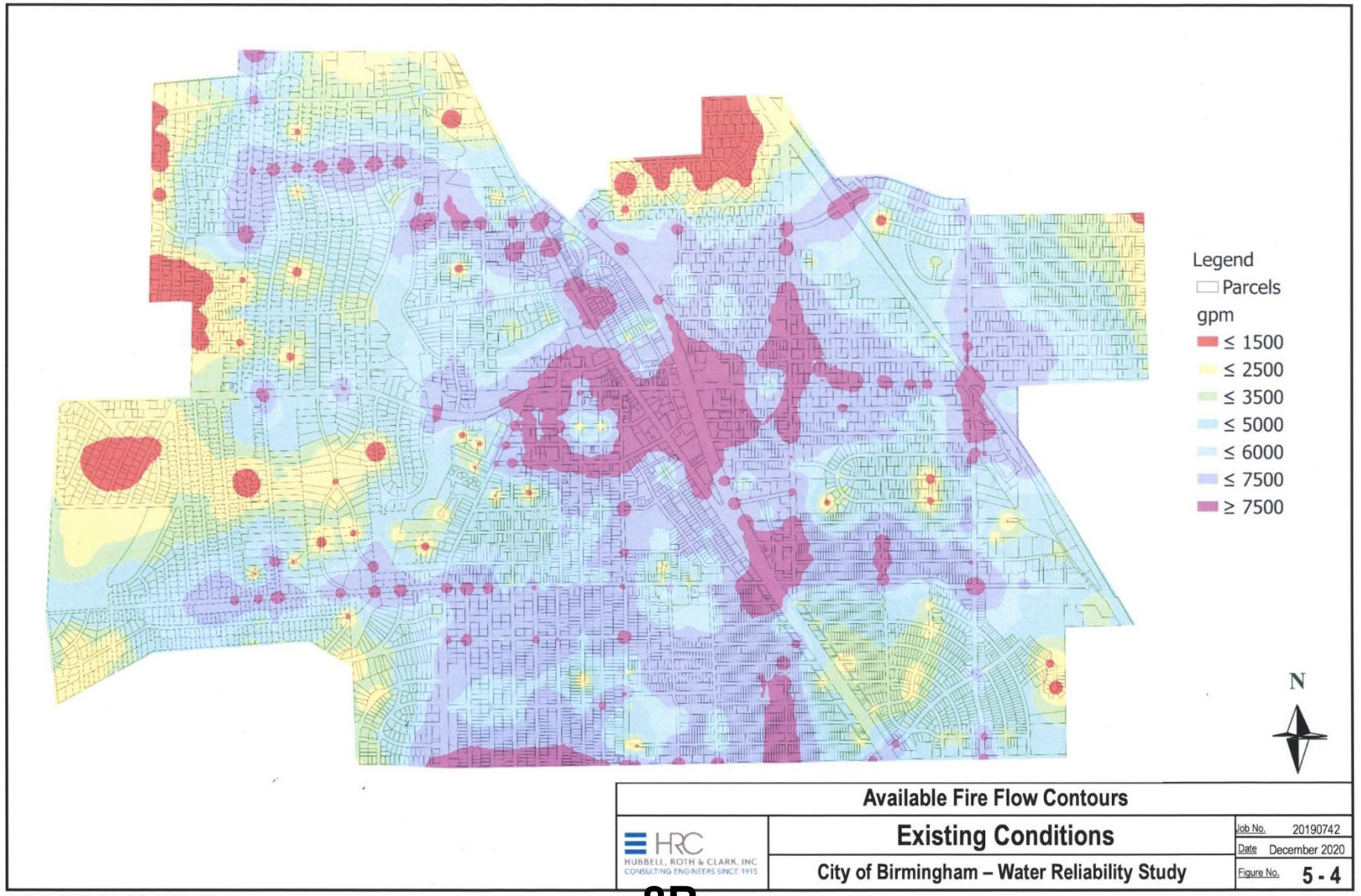
Wimbleton Drive Phase Two Project

Selecting City Projects



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Wimbleton Drive Phase Two Project

Future Utility Improvements

- Wimbleton:
  - Water: new 12” water main
  - Sewer: Install separated storm sewer and repairs to existing sanitary sewer

Wimbleton Drive Phase Two Project

General Construction Information

- Construction Season 2026
- Special Features in Right of Way / Special Treatment Permit
  - Landscape Features
  - Sprinkler Systems
  - Snow Melt Systems
  - Brick Pavers
  - Decorative Approaches

City's contractor will not be replacing these features

- Rear Yard Storm Drainage/System

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Wimbleton Drive Phase Two Project

General Construction Information

- Water Lateral Replacement
  - 60 years of age or older
  - Less than 1” in size
  - Special Assessment - 100% Property Owner:

    30ft @ 2025 Wimbleton Phase 1 Low Bidder Cost of $90/ft = $2,700.00
- Sewer Lateral Replacement
  - 50 years of age or older
  - Material that are not acceptable for City standards (orangeburg, wedge-lok)
  - Less than 6” in size
  - Special Assessment – 100% Property Owner:

    30ft @ 2025 Wimbleton Phase 1 Low Bidder Cost of $100/ft = $3,000.00

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Wimbleton Drive Phase Two Project
Unimproved vs. Improved Road

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Understanding Improved and Unimproved Roads

Improved Road

Improved Road – An improved road is a road with curb and gutters which has a surface of concrete or asphalt.

Benefits:
- It is professionally engineered and constructed as a durable roadway.
- Provides for adequate drainage from the roadway.
- Once improved, an improved road is maintained by the City for any future road repairs.
- Improved streets with curbs are provided routine street sweeping and leaf pick-up each Fall, which allows residents to rake their leaves into the street at the curb.
- The average life span is 20 to 30 years.

Disadvantages:
- Initial one time higher cost for installation.

Unimproved Road

Unimproved Road – An unimproved road is a gravel road with or without curbs that has been treated with cape seal to provide a relatively smooth and dust free driving surface.

Benefits:
- Enhances rural neighborhood characteristics.

Disadvantages:
- The roadway is not professionally engineered and does not have a durable foundation.
- Unimproved roads without curbs do not provide adequate drainage from the roadway.
- Unimproved roads without curbs do not receive street sweeping and must bag their leaves.
- The average life span is 7 to 10 years and the need for repairs is more frequent.
- The cost for road repair and replacement is the responsibility of the homeowners on the street.

For specific details regarding your respective road, contact the Engineering Department at (248) 530-1840.

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Wimbleton Drive Phase Two Project

Unimproved vs. Improved Road

- Cape Seal Special Assessment:
  - 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement. City pays 15% of costs.
  - 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement. City pays 75% of costs.
- Unimproved to Improved Road Special Assessment:
  - 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement. City pays 15% of costs
  - For single family houses, if the longer side of a corner property faces the street being constructed, the City will pay two-thirds (2/3) of the cost of the assessment for that property. The property owner will be charged the remaining third (1/3). If the short side of a corner property faces the street to be constructed, the owner pays 100% of the assessment.

Wimbleton Drive Phase Two Project

Unimproved vs. Improved Road

- 2025 Wimbleton Phase 1 SAD Costs:
  - Concrete Curb and Gutter with Cape Seal Treatment:
    - 85% Assessment to properties of $171.20 per footage
    - Remove Approach and Install Concrete Approach: $75.00 per square yard
  - Cape Seal Treatment Only:
    - 85% Assessment to properties of $80.60 per footage
    - 50% Assessment to properties of $80.60 per footage
    - Remove Concrete Approach and Install Concrete Approach: $75.00 per square yard
    - Remove Asphalt Approach and Install Concrete Approach: $70.00 per square yard

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Wimbleton Drive Phase Two Project

Special Assessments

- Cape Seal Special Assessment, Sewer and/or Water Assessment:
  - Previous projects:
    - 5 year pay back
    - Market rate plus 1%:
- Unimproved to Improved Road Special Assessment, Sewer and/or Water Assessment:
  - Previous projects:
    - 10 year
    - Market rate plus 1%

If a property is sold with a Special Assessment, usually this needs to be paid off during the purchase of the home.

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Wimbleton Drive Phase Two Project

Special Assessments

Example Costs:

2025 Wimbleton Phase 1 SAD Costs, 60 foot lot

- Cape Seal with Curb Special Assessment, Sewer and/or Water Assessment:
  - 85% Assessment of Cape Seal with Concrete Curb: $8,731.07
  - Sewer Service: $3,000.00
  - Water Service: $2,700.00
  - Total: $14,431.07

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Wimbleton Drive Phase Two Project

Special Assessments

Example Costs:

2025 Wimbleton Phase 1 SAD Costs, 60 foot lot

- Cape Seal Special Assessment, Sewer and/or Water Assessment:
  - 85% Assessment of Cape Seal: $4,082.89
  - Sewer Service: $3,000.00
  - Water Service: $2,700.00
  - Total: $9,782.89
- Cape Seal Special Assessment, Sewer and/or Water Assessment:
  - 50% Assessment of Cape Seal: $2,401.70
  - Sewer Service: $3,000.00
  - Water Service: $2,700.00
  - Total: $8,101.70

Wimbleton Drive Phase Two Project

Future Steps and Meetings

- August 25th City Commission Meeting: Placed a pause on Multi-Modal Transportation Board (MMTB). Discussions will occur at future City Commission Meetings about their ordinances and any modifications
  - City website: City Commission agendas posted the Thursday prior
- Goal Date of Monday, October 27, 2025, 7:30 p.m. City Commission: Direct Engineering Department to proceed with Final Design
- Postcard will be mailed about future Multi-Modal Transportation Board (MTTB) meeting dates and City Commission about Wimbleton Phase 2 Project
- Winter 2025/2026: Special Assessment Process

Note: MTTB Only provides recommendation on sidewalk and road width. City Commission makes decision on Unimproved vs. Improved Road

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Capital Improvement Program
Long Range Planning 2025

Engineering Department

Date: January 25, 2025

Upcoming Capital Projects

Overview:

2025 Calendar Year Construction Projects

- Projects beginning in 2024 will continue into 2025

New Construction Projects starting in 2025

- Annual Projects
- Street Selected Projects

Capital Improvement Program

- 2026 Construction Season
- 2027 Construction Season

2025 Construction Projects

Carry Over Projects from 2024:

- 2024 Sewer Rehabilitation Program
- 2024 Resurfacing Program
- 2024 Concrete Sidewalk Program
- 2024 Cape Seal Program
- Arlington, Shirley, and Brandon Project
- Oakland and Haynes Project
- Traffic Signal Mast Arm Improvements

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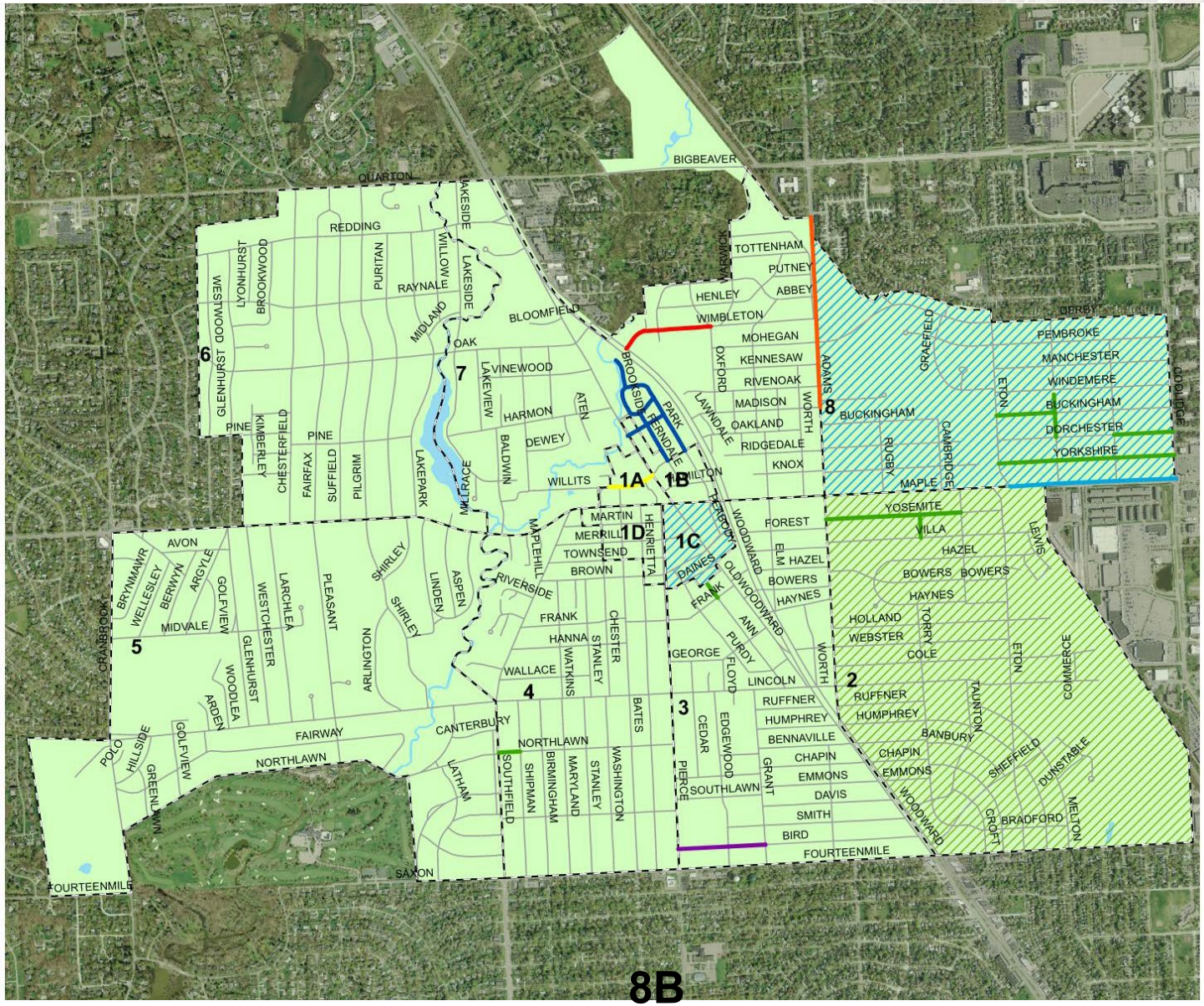
2025 Construction Projects

New Projects starting in 2025:

- 2025 Concrete Sidewalk Program
- 2025 Trip Elimination Services
- 2025 Asphalt Maintenance Program
- 2025 Sewer Rehabilitation Program
- 2025 Cape Seal Program
- North Adams Resurfacing Project
- Adams and Derby Traffic Signal
- Wimbleton Drive, Phase 1
- Bird Ave., Phase 1 A
- Willits and Bates Resurfacing
- East Maple Road Rehabilitation Program
- East Maple Water Main Replacement
- SEMCOG Street Lighting Grant

2025 Calendar Year Capital Projects Map



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2025 Capital Improvements

Legend

- East Maple Rehab Project
- 2025 Sidewalk Program Area
- 2025 Asphalt Resurfacing
- 2025 Sidewalk Trip Hazard Elimination Program
- 2025 Capeseal Program
- Wimbleton Reconstruction
- Bird Reconstruction
- Willits/Bates Reconstruction
- North Adams Resurfacing Reconstruction
- Sidewalk Program Districts

N

0 1,400 2,800 5,600 Feet

1 inch = 1,496 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

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Annual Programs

2025 Concrete Program

- Sidewalk Area 8: Adams Road to Coolidge Road, and Maple Road to North City Limits
- Sidewalk Downtown Area 1D: South of Maple and west of N. Old Woodward
- Random spot repairs on sidewalk and pavement

2025 Trip Elimination Services

- Sidewalk Area 2: Adams Road/Woodward Ave to City Limits, and 14 Mile Road to Maple Road

2025 Asphalt Maintenance Program

- Mill and Overlay and Wall:
  - Brookside: Ravine to Dead End
  - Ravine: N. Old Woodward to Park
  - Park: Brookside to Ravine
- Mill and Overlay (Budget Dependent):
  - Park: Oakland to Ravine
  - Ferndale: Oakland to Ravine
  - Euclid: N. Old Woodward to Park

Annual Programs

2025 Sewer Rehabilitation Program

- Sewer lining and spot repairs in various locations throughout the City

2025 Cape Seal Program

- Yorkshire Road: N. Eton to Coolidge Highway
- Dorchester Road: St. Andrews to Coolidge Highway
- Buckingham Avenue: N. Eton to Edenborough
- Edenborough Road: Dorchester to Windermere
- Yosemite Boulevard: Adams to Columbia
- Yankee Avenue: Villa to Yosemite
- Ann Street: Frank to the dead end
- Northlawn: Southfield to Shipman

Special Projects

North Adams Resurfacing Project: Madison to North City Limits

- Minor sewer and watermain replacement, reduce roadway to 3 lanes, and resurfacing of road
- Construction: Spring/Summer 2025 (coordination with Derby Middle School)

Adams and Derby Traffic Signal

- Replacement of Traffic Signal
- Construction: Spring/Summer 2025 (coordination with Derby Middle School)

Wimbleton Drive, Phase 1

- Replace 6” watermain installed in 1925 with 8” and 12”, sewer improvements, and install separate storm sewer
- Construction: Spring/Summer 2025

Bird Ave., Phase 1A

- Replace 4” watermain installed in 1931 with 8”, sewer improvements
- Construction: Summer/Fall 2025 (coordination with Pierce Elementary School)

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Special Projects

Willits and Bates Resurfacing

Replace 6” watermain installed in 1915 on Bates with 8”, and resurfacing of road

Construction: Summer/Fall 2025

East Maple Road Rehabilitation Program

Concrete slab replacement, and minor drainage improvements under railroad bridge

Construction: Spring/Summer 2025

East Maple Road Water Main Replacement

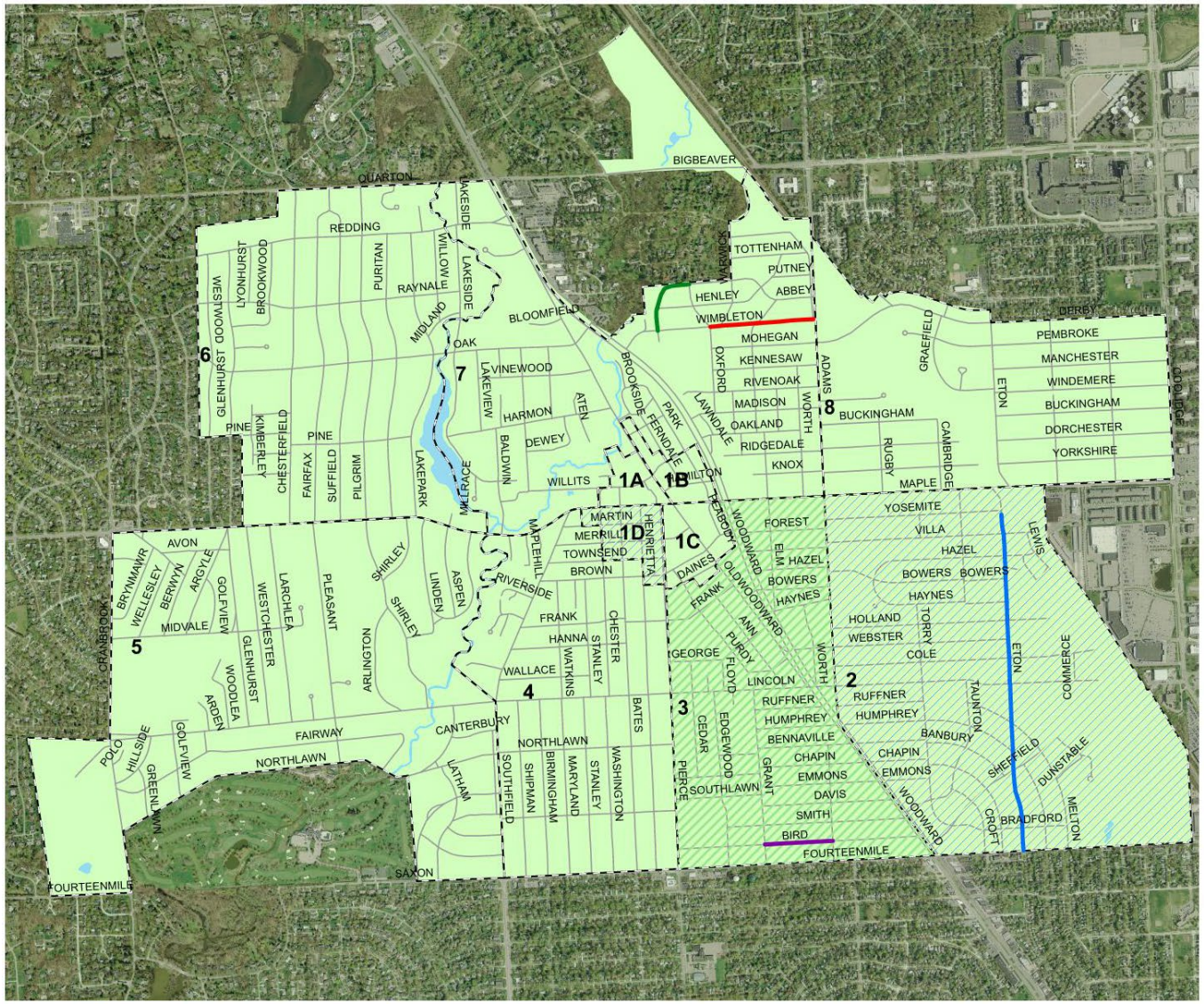
Replace 12” water main installed in 1948 with 12”

Construction: Summer/Fall 2025

SEMCOG Street Lighting Grant:

Construction: Spring/Summer/Fall 2025

2026 Capital Improvement Program



BIRMINGHAM
A WALKABLE CITY

2026 Capital Improvements

Legend

- Abbey Reconstruction
- Wimbleton Reconstruction Phase II
- Bird Reconstruction Phase 1B
- 2026 Sidewalk Trip Hazard Elimination
- 2026 Sidewalk Program Area
- South Eton Resurfacing
- Sidewalk Program Districts

N

0 1,400 2,800 5,600 Feet

1 inch = 1,496 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

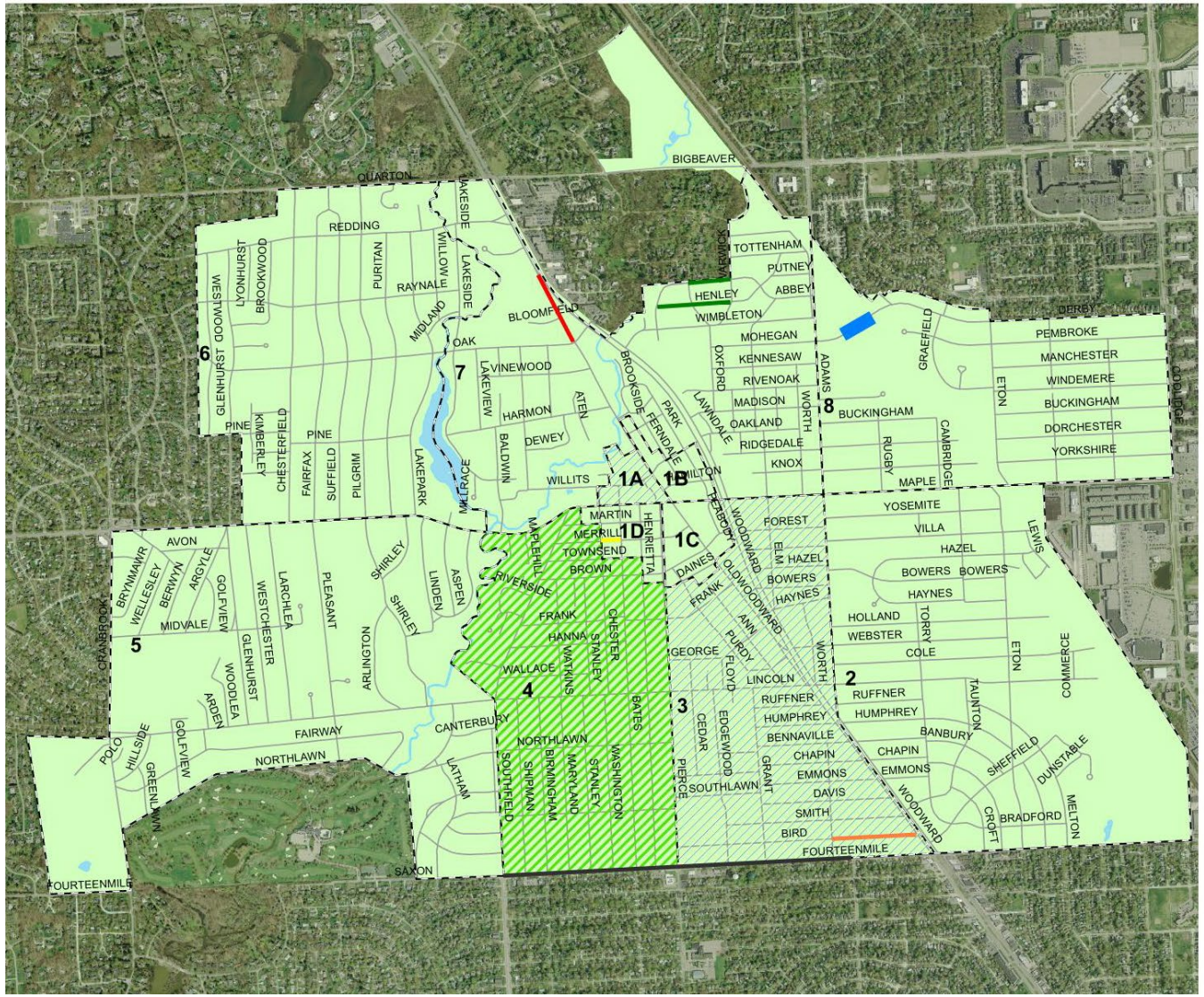
The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham

BIRMINGHAM
A WALKABLE CITY

Note: All projects are subject to City Commission approval and City's budget

2027 Capital Improvement Program



BIRMINGHAM
A WALKABLE CITY

2027 Capital Improvements

Legend

- N. Old Woodward Resurfacing
- Bird Ave., Phase 2
- W. Merrill Street Reconstruction
- Henley/Oxford Reconstruction
- RCOC - 14 Mile Road
- Derby Road Bridge
- 2027 Sidewalk Program Area
- 2027 Sidewalk Trip Hazard Elimination
- Sidewalk Program Districts

N

0 1,400 2,800 5,600 Feet

1 inch = 1,496 feet

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Data Sources: Oakland County GIS Utility, City of Birmingham

BIRMINGHAM
A WALKABLE CITY

Note: All projects are subject to City Commission approval and City's budget

City of Birmingham
A Walkable Community

ENGINEERING DEPT. POLICY STATEMENT

PROCEDURE FOR CITY STREET IMPROVEMENTS
(October 25, 2021)

Most of the subdivisions built in Birmingham were complete and in place prior to the Great Depression. The expectations of a public street were different in that era. Cities and villages accepted gravel streets with little provision for drainage.

Subdivisions built today are required to provide public roads with an engineered pavement built to last anywhere from 20 to 40 years. Handling storm drainage is an important part of the design. The cost of the pavement and storm sewer system is paid for by the developer, and that cost is then passed on to the first homeowners who purchase a home or property within the development. After the new street is installed and approved to their standards, the local City then takes over ownership of the pavement, and promises to maintain it into the future.

Birmingham, like other cities built by the 1920's, accepted gravel roads without storm sewer systems to serve as their local streets. By the end of World War II, the public's expectations about what a public road should look like, and how it should function, was changing. Many cities took on ambitious construction programs, funded by bonds, and paid back through special assessments to the adjoining, benefitting properties. Birmingham took a more passive approach, electing to chip seal its gravel roads beginning in the late 1940's. The chip seal helped solve many of the problems of a gravel road, but did not resolve the more complex issues of drainage.

ROAD IMPROVEMENT OPTIONS

A. Citizen-Initiated Project:

Street improvement projects in Birmingham have historically been financed through the creation of a Special Assessment District (SAD). The district was authorized by the City Commission after consideration of a petition that was submitted indicating that over half of the property owners on the street were in favor of having their street paved, and that they were prepared to be charged for a portion of the cost. If your property is located on an unimproved road (one surfaced with a temporary cape seal surface consisting of asphalt emulsion and stone chips), then the property has never been included in a special assessment district to cover the cost of constructing a fully-improved road.

Residents interested in having their streets paved are encouraged to call the Engineering Dept. at 248-530-1850, to get the process started. Usually, one or two residents take charge of the process. A petition with the appropriate language is prepared by the Engineering Department., and forwarded to the petition circulator. They are then

responsible for talking to their neighbors, and collecting signatures on the petition, documenting those that initially support the proposal.

Every street is unique. That is why we ask that petition circulators discuss the specifics with the Engineering Dept. prior to collecting signatures. Generally speaking, a new street will include the following features:

1. New concrete pavement with integral curbs to control drainage, built at 26 ft. wide between the face of the curbs. The 26 ft. width provides just enough room for a car to pass through, if other cars are parked on both sides. An asphalt pavement section, designed to provide an equivalent performing pavement as compared to concrete, along with concrete curb and gutter, may be considered as an alternate pavement design on a case-by-case basis.
2. The City will review the current conditions of the sewer and water systems in the public right-of-way, referred to as "mains". Unimproved streets often need some or all of these systems replaced. The cost of these improvements would be charged to the City's Sewer and Water Funds, and would not be included in the special assessment.
3. In addition to the mains, the City also looks at the age and size of each home's individual water and sewer laterals serving their homes. These pipelines are considered a part of the private system serving each property. If the pavement is being replaced, and these pipes are either too old or too small, they will also be replaced as a part of the project. These costs are charged to the benefitting property in a separate special assessment from that established for the road paving.
4. Each driveway approach is removed and replaced to meet the current standards for driveways operating on the street. The size of the approach is measured and billed to the benefitting property through the road paving special assessment. Trees and sidewalks are left in place as much as possible. The grass lawn area between the sidewalk and the new street is removed and regraded to help ensure that the new sidewalk drains correctly. The new lawn area is sodded for quick, high quality restoration. Individual parking areas that may have been built along the edge of the road are removed, and not replaced. The new street is wide enough to support parked cars in most cases.

If a petition is submitted showing over 50% are in favor of the road improvement, the Engineering Department will prepare an informational booklet detailing the project being considered, and an estimate of the costs involved. It is mailed to all owners in the potential district, and a neighborhood meeting is conducted for those that would like to discuss and learn more about what is being considered.

If over 50% remain in favor of the project after this process, it will be moved forward to the City Commission for a public hearing, and possibly authorization. If the project is authorized, it will be designed and built by the City as soon as funding and construction schedules permit.

B. City-Initiated Project:

From time to time, the City Engineering Department may determine that construction of a project on an unimproved street should be initiated by the City. The main factors for making this determination would be where public sewer and/or water system improvements are needed, and construction of those utilities would necessitate removal of a portion of the existing roadway. Instead of simply restoring the cape-seal road surface after the utility construction, the City may start the process by engaging the property owners on the street about constructing an improved road. The City-initiated process would include the following steps:

1. The Engineering Department will identify project areas as part of the usual Capital Improvement Planning (CIP) process, where projects are planned over the upcoming 5 year time period. Occasionally, the need for a project is more unexpected by nature, and may not be part of the 5-year CIP.
2. Before starting the detailed design phase of a project on an unimproved street, the Engineering Department may engage the property owners that are in the project area to survey their opinions on the project by sending them an Expression of Interest form. Information and questions on the Expression of Interest form could include:
    a. Project description and explanation of the purpose of the project (improvements to sewer or water system, or other reason) – including anticipated street width, pavement material, construction period, and estimated SAD cost ranges.
    b. Ask if they are supportive of the project to improve the sewer and/or water system along the street.
    c. Ask if they are supportive of constructing an improved street upon completion of the underground utility work.
    d. Ask their opinion if the finished road surface paving material should be concrete or asphalt.

    This preliminary Expression of Interest Survey will be communicated to the affected property owners by mail, and email if that has been provided to the City. General communications can be posted on the City's website and social media

outlets to inform the public in general that design of the project will be starting, and if you are one of the affected properties, to look for the survey. The survey would be open for a minimum of 30 days.

3. Begin preliminary design of the project: performing topographic survey; reviewing sewer and water system needs; preparing preliminary plans; and refining cost estimates.
4. Prepare an informational booklet for the project, as described in the Citizen-Initiated Project process section of this procedure document. The information booklet will be mailed to all property owners in the potential SAD, and a neighborhood meeting will be conducted for those that would like to discuss and learn more about what is being considered.
5. Prepare an Interim Report for City-Initiated Unimproved Street Project and present to the City Commission. Interim report would include: Expression of Interest survey results; feedback from public information meeting; cost estimate update including SAD component; and suggested resolution to proceed with final design of the project.
6. Set public hearing dates for road paving SAD and sewer & water lateral replacement SAD; hold public hearings of necessity; and hold public hearings confirming the assessment rolls.
7. Complete project design, and issue bid documents (with alternate paving design if warranted).
8. Present project to City Commission for award of construction contract, and decision on alternates (if any).

With City-initiated projects, the Special Assessment District process and development of costs to be assessed is exactly the same as that followed for petition-initiated projects.

SPECIAL ASSESSMENT COSTS

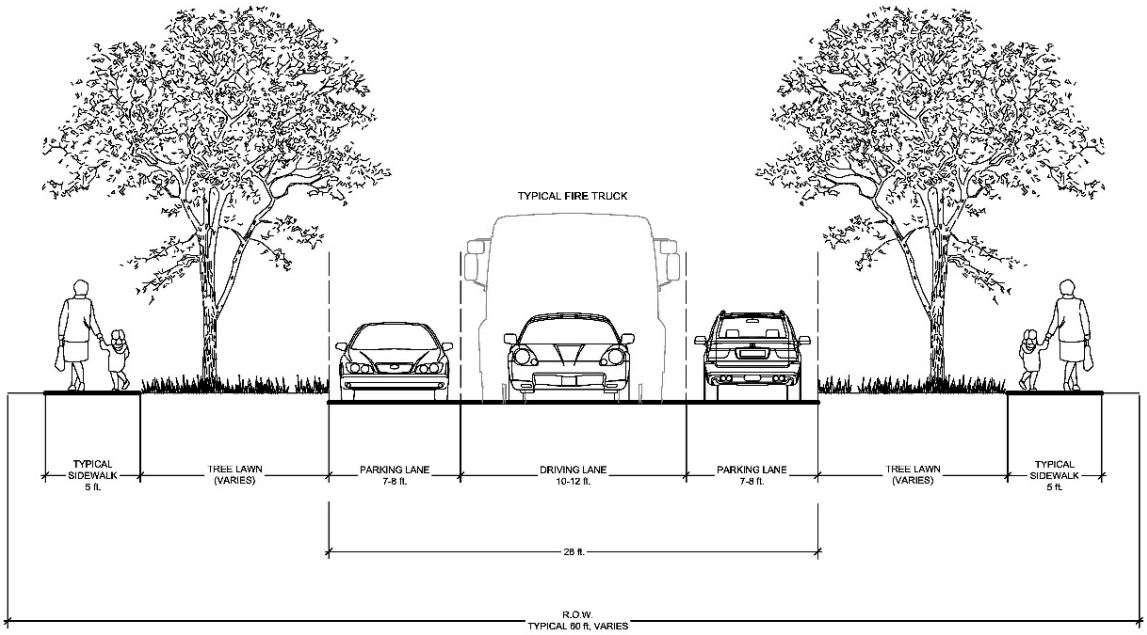
Since costs for constructing road improvement projects change over time, you are encouraged to contact the Engineering Dept. for current estimated costs. Property owners can expect to be charged based on the following general schedule:

- **Paving Assessment** – Charged based on a unit rate times the footage of your property facing the street being improved. The unit rate is based on all paving related costs incurred to complete the project, minus 15% paid for by the City. If the property is on a corner, and the long side is being improved, the owner will be charged 33% of the unit rate, while the other 67% is paid for by the City.

- **Driveway Assessment** – Each property that has a driveway or driveways needing approaches to the new street will be charged by the square foot that the contractor charged the City to install them. The driveway assessment cost will be added to the paving assessment for each benefitting property in the district.
- **Sewer Lateral Replacement Assessment** – Each home served by a sewer lateral that is over 50 years old, or constructed with materials or pipe size not meeting current City standards, will have a new 6" PVC pipe installed to replace the existing one. Sewer laterals built with the road improvement projects are usually at least half off the cost of getting this work done on an individual basis, and reduces the chance that the new pavement will need to be damaged by utility cuts in the future.
- **Water Lateral Replacement Assessment** – Each home having a ¾" dia. pipe, or any size that is constructed with materials not meeting current City standards, will have a new 1" dia. pipe installed to replace the existing one (or larger size to match existing). If the home is significantly improved or replaced in the future, the water lateral would have to be replaced at that time, resulting in damage to the new pavement. The cost of this work is generally significantly less if done in conjunction with the road improvement project as compared to undertaking the water lateral replacement separately.

Special assessments for Paving Assessments, as well as Sewer and Water Lateral Replacement Assessments, can be paid off when due, or paid over a period of time (typically 10 years), with interest charged on the remaining balance, as determined by the City Commission at the special assessment hearing.

POLICY STATEMENT:
BIRMINGHAM RESIDENTIAL STREET DESIGN STANDARDS



INTRODUCTION: The City Commission asked the Multi-Modal Transportation Board (MMTB) to establish a City policy for determining the width of a new street. Accordingly, the MMTB identified goals for residential road width standards, and reviewed the national standards and best practices from professional organizations and peer cities. The Board created standards and allowed for modifications if certain criteria are met.

INTENT: The purpose of these standards is to provide consistent street widths throughout the city but with flexibility for very specific situations. The goals for identifying a standard road width for residential roads include the following:

- Functionality;
- Consistency with adjacent streets;
- Accident reduction and public safety;
- Adhering to Complete Streets principles;
    - Enhancing walkability;
- Character of community;
    - Block length;
    - Size of lots;
    - Building setback and lengths;
- Traffic calming;
- Expediency in planning and engineering;

- Infrastructure costs; and/or
- Storm water runoff management.

The following standards are based on residential street design recommendations published by American Association of State Highway and Transportation Officials (AASHTO), the Institute of Transportation Engineers (ITE), the Urban Land Institute (ULI), the Congress for New Urbanism, National Association of City Transportation Officials (NACTO), and those used by peer cities. Using those standards as a base, these standards are also based on emergency response access, winter weather, the existing street widths in the city, and the characteristics of different neighborhoods in the City. These widths typically allow for parking along both sides of the street with room for a vehicle to pass in one direction. When there is opposing traffic (vehicles going both ways) one of the motorists will need to yield to the other. This is commonly classified as a "Yield" or "Courtesy" Street.

STREET DESIGN STANDARDS (see also attached flow chart):

1. **NEW AND EXISTING, UNIMPROVED RESIDENTIAL STREETS THAT ARE BEING IMPROVED**

   When streets are improved or newly constructed, the standards below shall generally be applied. Exceptions may be considered when factors, such as those described in Section 4, are evident.

   a. **Standard Streets:** 26 ft. in width from curb to curb.
   b. If the right-of-way is less than 50 ft., the street width shall be a minimum of 20 ft. with parking allowed on one side only (generally the side without fire hydrants).

2. **EXISTING, IMPROVED RESIDENTIAL STREETS**

   When previously built streets are reconstructed, this standard shall generally be applied. Exceptions may be considered when factors, such as those described in Section 4, are evident.

   Standard Streets: 26 ft. in width from curb to curb.

   Existing Street is 28 feet or less in width: If existing street width is 28 ft. or less in width, street may generally be reconstructed at the existing width provided there is a reason present under section 4.

3. **PUBLIC NOTICE AND PUBLIC HEARING**

   Whenever there is a street project where a change in the existing width is being considered, the Multi-Modal Transportation Board shall have a Public Hearing to inform residents of the project and provide an opportunity for comment. The City shall post a sign along the street that announces street project. Design details shall be advertised and posted on the City's website. If residents express a desire for a non-

standard street width at a public meeting or through a public survey of street residents, those preferences shall be considered. However, engineering or safety factors listed in Section 4 must also be present to support a design exception.

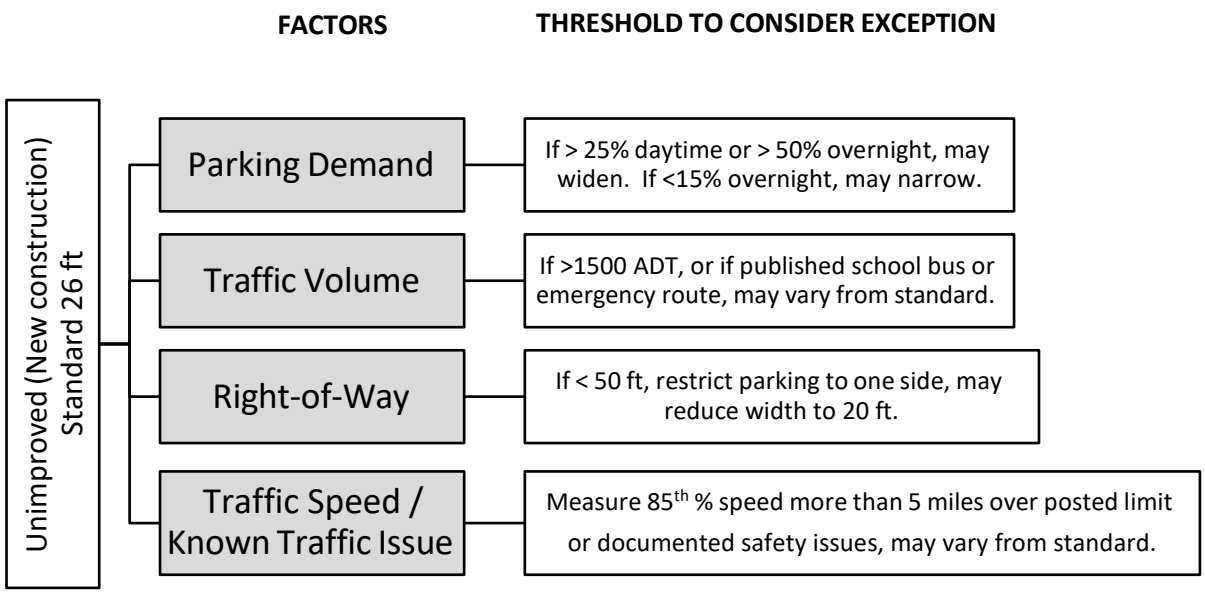
4. EXCEPTIONS AND MODIFICATIONS TO THE WIDTH STANDARDS

Any modification must be consistent with the Intent of these standards and the engineering publications upon which they are based. Street width exceptions may only be approved to a minimum of 20 ft. and a maximum of 30ft. If residents express a desire for a non-standard street width at a public meeting or through a public survey of street residents, those preferences shall be considered (either wider or narrower) only if one or more of the following conditions exist:

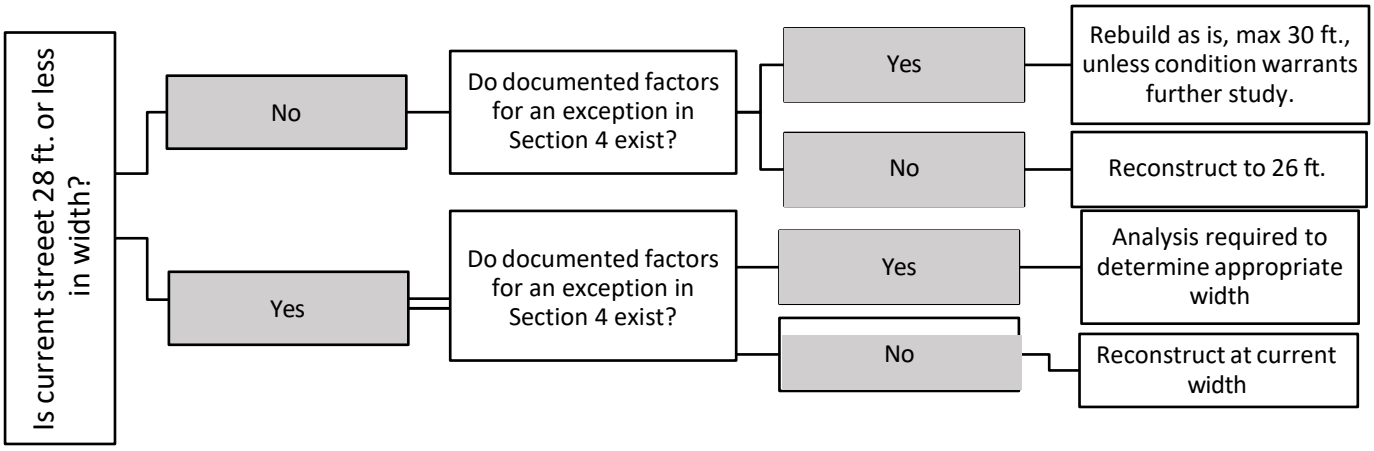
a. High or low frequency of use of on-street parking. When surveyed on-street parking is utilized 15% or less overnight, the width may be reduced. When parking density is classified as highly utilized, defined as over 25% occupancy throughout the day or more than 50% of the available curb space used overnight, the width may be increased. For calculation of parking, a minimum length of 22 ft. shall be used and not include driveways, spaces adjacent to fire hydrants, or other locations where parking is not allowed.
b. Daily traffic volumes exceed 1500 vehicles.
c. The street is a published school bus route used by the Birmingham Public Schools or is a frequent emergency response route.
d. Street is adjacent to a school, religious institution, City park, multiple- family residential development, or other use with access that generates higher traffic volumes.
e. Presence of street trees, especially healthy, mature trees, such that rebuilding the road as proposed would result in the removal of two or more trees on any given block.
f. A speed study confirms that the 85th percentile speed is more than 5 miles per hour over the posted speed limit and/or city police or engineering departments have documented operational or safety concerns related to traffic patterns along the street.
g. Street may be as narrow as 20 ft. with parking on one side only if right-of-way is less than 50 ft.

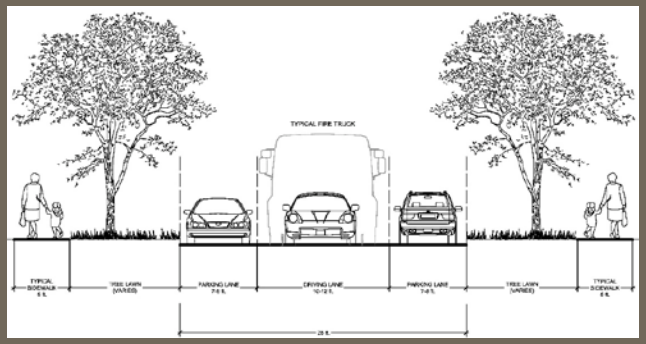
5. BOULEVARD STREETS

Reconstruction of streets with a boulevard, median, or other unique design feature, shall be reconstructed to match the current configuration unless geometric changes are needed based on safety or engineering analysis.



RECONSTRUCTION OF IMPROVED STREET



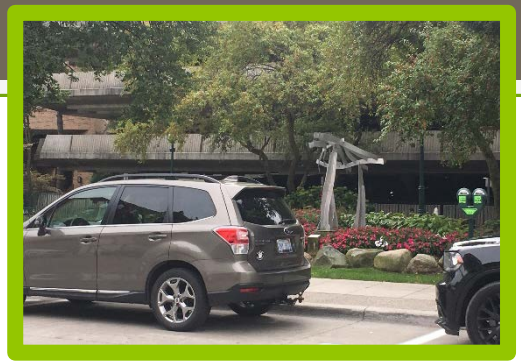


Residential Street Width Standards

October 4, 2018

8B

City's Goals & Vision



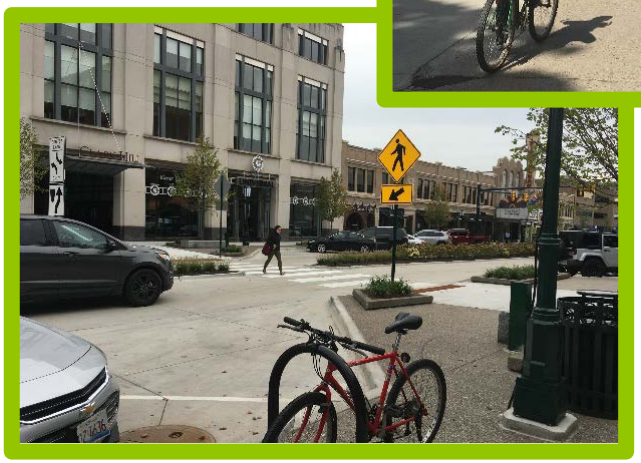
- Attracting Businesses and Residents to Birmingham
- Enhancing the quality of life for Birmingham residents
- **Cultivate a safe, healthy, and dynamic City.**
  - Foster an innovative and inclusive environment that attracts all people to live, work, shop, and play.
  - Maintain a **vibrant and walkable community**.
- **Continue to be proactive with infrastructure maintenance programs and reinvestment in cost-effective improvements to roads, sewers, water mains, parking, parks and public facilities.**

Walkable City

- Longstanding goal and vision
- City's slogan & logo for decades
- Follow National Standards & Best Practices
- Detailed streetscape review for all new developments and improvements
- Residential Street Width Guidelines

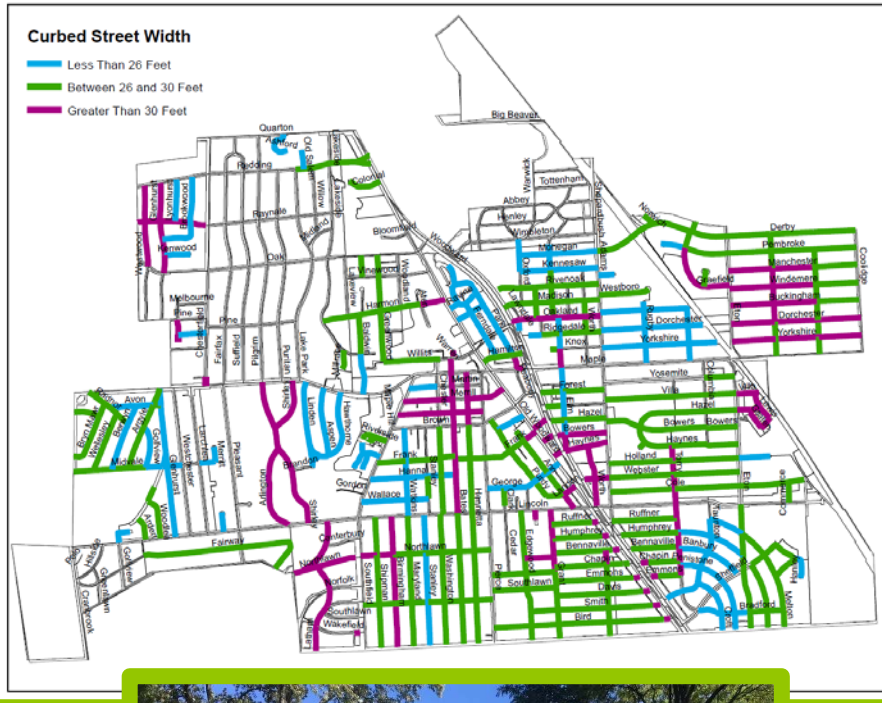
Multi-Modal Planning

- Multi-modal Transportation Plan adopted in 2012 to accommodate:
  - Walkers
  - Cyclists
  - Drivers
  - Transit Riders
- Multi-modal Transportation Board created in 2013 to review all transportation projects
- Follow National Standards & Best Practices

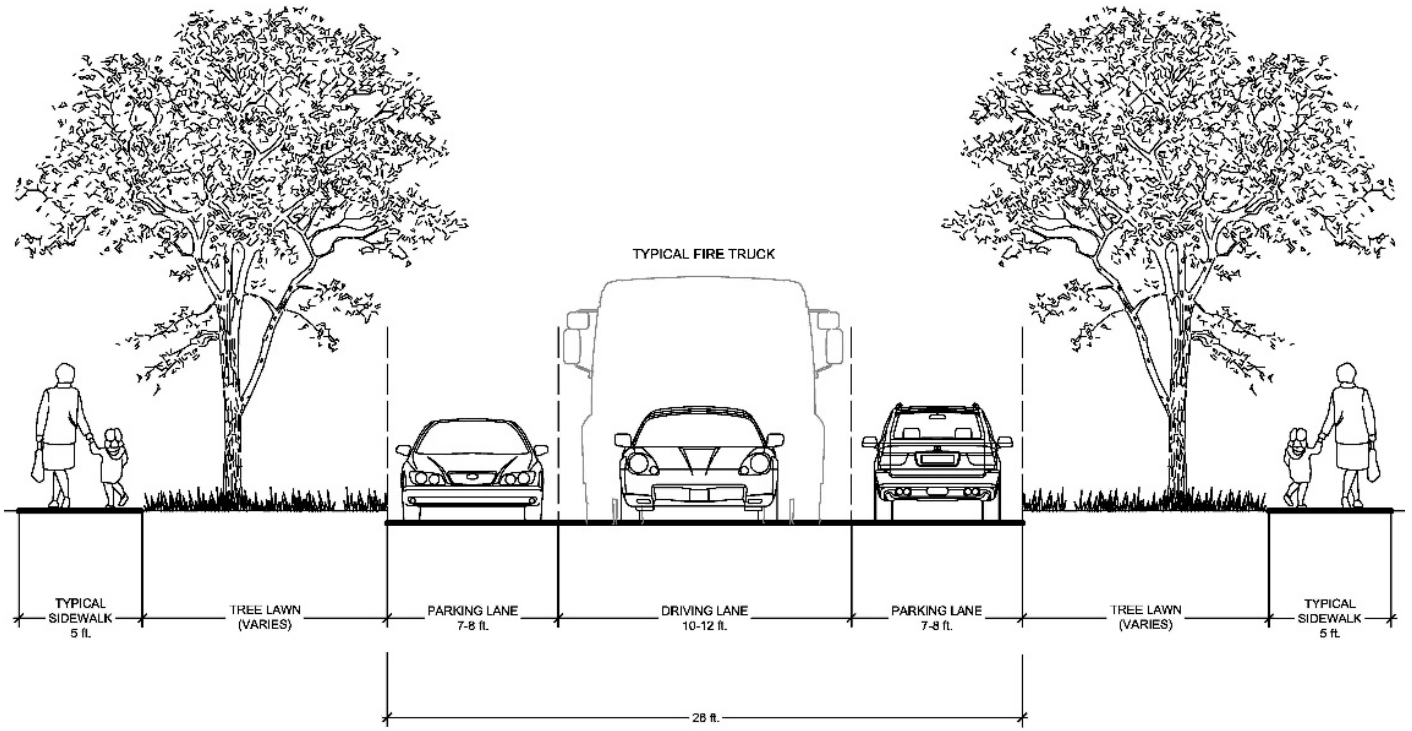


Objectives of Residential Street Standards

- Consistent street widths
- Functionality
- Accident reduction and public safety
- Complete Streets principles
- Enhancing walkability
- Character of community
  - Block length
  - Size of lots
  - Building setback
- Traffic calming
- Expediency in planning and engineering
- Infrastructure costs
- Storm water runoff management

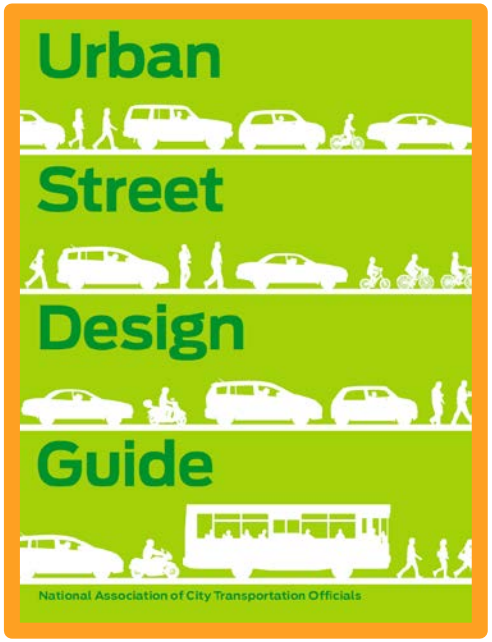


Birmingham's Residential Street Standards

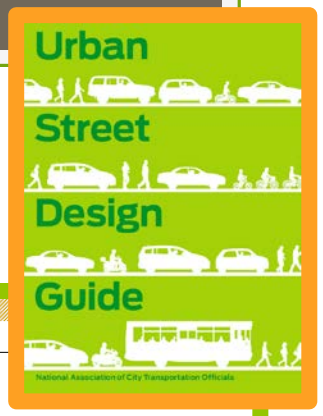


Based on National Standards & Best Practices

- American Association of State Highway and Transportation Officials (AASHTO)
- Institute of Transportation Engineers (ITE)
- Urban Land Institute (ULI)
- Congress for New Urbanism
- National Association of City Transportation Officials (NACTO)
- Peer cities



National Association of City Transportation Officials



STREETS

Neighborhood Street

Local streets in residential neighborhoods are often underutilized as spaces for play and leisure. These streets should provide safe and inviting places to walk with direct access to local stores and schools. Design for local streets can combine stormwater management features, curb extensions, vertical speed control elements, and bicycle facilities that encourage safe speeds and meter through traffic.

RECOMMENDATIONS

1. On 1-way neighborhood streets, travel lanes may be striped to narrow the perceived width of the roadway. An undifferentiated traveled way encourages higher speeds. Crash rates have been shown to increase as lane width increases.
2. Left-side bike lanes reduce the risk of dooring conflicts and are an effective treatment for most neighborhood streets.
3. Raised crosswalks or curb extensions maintain safe travel speeds and reinforce the residential nature of the street.[1]

The street illustrated above depicts a 30-foot roadway within a 50-foot right-of-way.

CAMBRIDGE, MA
Bike lanes narrow this residential street and serve as a valuable low-volume route for commuters.

Yield Street

2-way yield streets are appropriate in residential environments where drivers are expected to travel at low speeds. Many yield streets have significant off-street parking provisions and on-street parking utilization of 40–60% or less. Create a "checkered" parking scheme to improve the functionality of a yield street.

RECOMMENDATIONS

For a yield street to function effectively, motorists should be able to use the street intuitively without risk of head-on collision. Depending on whether the yield street has high or low parking utilization, flush curbs, or other features, its configuration may vary. A yield street with parking on both sides functions most effectively at 24–28 feet, while yield streets with parking on only one side can be as narrow as 16 feet.[1]

1. All residential streets should provide safe and inviting places to walk and good access to local stores and schools. Design should mitigate the effects of driveway conflicts, reduce cut-through traffic, and maintain slow speeds conducive to traffic safety.
2. Driveways should be constructed to minimize intrusion upon the sidewalk. Maintain sidewalk materials and grade across driveways.
3. The planted furniture zone of the sidewalk creates opportunities for street trees, bioswales, pervious strips, and rain gardens.
4. While most yield streets should have a minimum of signage and striping, signage should be used to indicate bidirectional traffic at transition points or where 2-way operation has recently been introduced.

Parking utilization on yield streets should be monitored closely. Before and after conversion, cities should consult with local residents to see whether or not a "checkered" parking scheme should be striped or remain unofficial.

The street illustrated above depicts a 30-foot roadway within a 45-foot right-of-way.

PORTLAND, OR
A curb extension narrows the entry and slows turning vehicles at the mouth of this yield street.

American Association of State
Highway and Transportation Officials
444 North Capitol Street, N.W., Suite 249
Washington, D.C. 20001
(202) 624-5800
www.transportation.org

Number of Lanes

On residential streets where the primary function of the street is to provide access to adjacent development and foster a safe and pleasant environment, at least one unobstructed moving lane must be ensured even where parking occurs on both sides. The level of user inconvenience occasioned by the lack of two moving lanes is remarkably low in areas where single-family units prevail. Local residential street patterns are such that travel distances are less than 1 km [0.5 mi] from the trip origin to a collector street. In multifamily-unit residential areas, a minimum of two moving traffic lanes to accommodate opposing traffic may be desirable. In many residential areas an 8 m [26 ft] wide roadway is typical. This curb-face-to-curb-face width provides for a 3.6-m [12-ft] center travel lane and two 2.2-m [7-ft] parking lanes. Opposing conflicting traffic will yield and pause on the parking lane area until there is sufficient width to pass.

Width of Traveled Way

Street lanes for moving traffic preferably should be at least 3.0 m [10 ft] wide. Where practical, they should be 3.3 m [11 ft] wide, and in industrial areas they should be 3.6 m [12 ft] wide. Where the available or attainable width of right-of-way imposes severe limitations, 2.7-m [9-ft] lanes can be used in residential areas, as can 3.3-m [11-ft] lanes in industrial areas. Added turning lanes where used at intersections should be at least 2.7 m [9 ft] wide, and desirably 3.0 to 3.6 m [10 to 12 ft] wide, depending on the percentage of trucks.

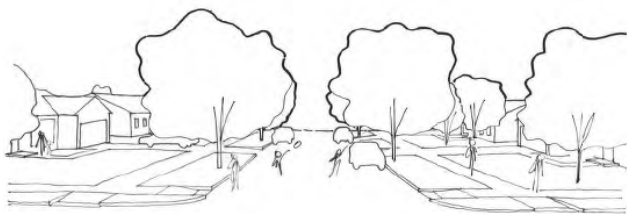
Where bicycle facilities are included as part of the design, refer to the AASHTO *Guide for the Development of Bicycle Facilities* (1).

American Association of State Highway and Transportation Officials

Grand Rapids, MI

FORM AND FUNCTION

NEIGHBORHOOD RESIDENTIAL



1. Narrow travel ways, slow speeds
2. Abundant green space
3. Driveways are common
4. On-street parking

Neighborhood Residential streets invite residents to use the streets as common gathering places and linear green space.

Much of Grand Rapids consists of quiet residential communities characterized as "Modern," "Mid-Century" or "Traditional" in the City's Neighborhood Pattern Book.

Land use along these streets is primarily low-to-moderate density in nature, generally with single-family detached or duplex style homes.

Neighborhood Residential streets are not principal streets in the regional vehicular transportation network, although they may serve as an important link for pedestrians and community bicyclists who generally travel at lower speeds. Neighborhood Residential streets generally do not feature transit service. Additionally, truck traffic may be restricted on these streets.

These streets typically have limited connectivity to the larger network.

EXAMPLE STREETS:

- Oakleigh Avenue, Westend Avenue, or Jackson Street NW.
- Lamberton, Graceland, or Mason Streets NE.
- Morris Avenue, Griswold Street, or Meadowbrook Street SE.
- Dayton Street, Caulfield Avenue, or Olympia Street SE.

PREVALENCE OF NEIGHBORHOOD RESIDENTIAL STREET TYPE:

288
centerline miles of street

49%
of all city streets

ANTICIPATED AND DESIRED USES:

- Community interactions in the public rights-of-way such as visiting neighbors.
- Shared use of the street as an extension of recreational space.
- Community low-stress non-motorized travel by foot or bicycle.
- Property access through driveways and on-street parking.
- Short distance (last block) vehicle travel.
- Grey and green infrastructure (utility corridors).

PRIORITY USERS:

- **Pedestrians** of all type and abilities but with particular attention to **vulnerable users** including young children, seniors, and persons with disabilities.

DESIGN OBJECTIVES:

- Maintain low vehicle volumes and low travel speeds.
- Design streets as linear greenways and open spaces.
- Provide access to homes and residences.

TYPICAL DESIGN FEATURES AND TREATMENTS:

- Narrow street travel ways that are most commonly bi-directional "yield" streets without a marked center line. Vehicles must pull to the side and slow or stop to enable an approaching vehicle to pass.
- The limited connectivity and narrow travel lanes generally manage speeds and deter non-local traffic, however in some cases active speed control or traffic deterrents may be needed.
- Intersections may be stop-controlled, yield-controlled or uncontrolled. Intersections may have diverters, neck downs, or other traffic calming treatments.
- Crosswalks generally are not marked. Pedestrians may comfortably cross the street at any point along its length.
- Properties may be accessed from the street or by way of alleys. Multiple access points and driveways are common.
- Adequate front yards and parkways to support large street trees and dense canopies.
- Sidewalks on both sides of the street are preferred unless the street is a shared street. A shared street is a street where pedestrians and other users share and mix together using the entire streetscape. Shared streets are typically single block streets with limited connectivity and very few vehicles.
- Impervious surfaces are minimized.
- On-street parking is generally provided on one or both sides of the street.
- Separate bicycle facilities are generally not provided. Vehicle speeds and volumes are low enough to provide safe and low-stress bicycle accommodation within the street.
- For streets included in the low stress bicycle network, traffic calming, diverters, wayfinding, and other treatments should be provided.

TYPICAL/TARGET METRICS:

- Vehicle volumes below 2,000 vehicles per day
- Vehicle speeds <25 MPH
- Face-to-face of curb 26' to 30'

8B

Traverse City, MI

Traffic Calming Tools

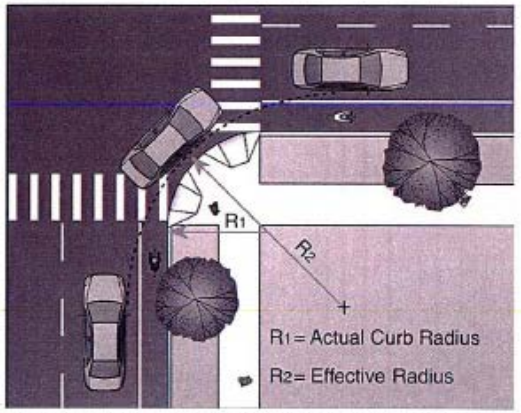
Skinny Streets

Narrower streets help to reduce driver speeds, especially if on-street parking is prevalent. This measure could be considered if the street is proposed to be totally reconstructed. Studies show that the number of crashes stay the same when a street is narrowed; however, the severity of crashes is lessened due to the slower driver speeds. Narrower streets also require less materials to construct and the amount of storm water runoff is reduced.

Wadsworth Street is 27 feet width, but widens south of Eighth Street.

Tighten Corners

By reducing the radius of the street corners, street intersections can be made tighter. This measure is effective in slowing the driver's speed when turning the corner. The tighter corners also help to shorten the crossing distance for pedestrians thus decreasing the exposure time when crossing the street. Like narrower streets, this technique requires less materials to construct and the amount of storm water runoff is reduced.



By tightening the street corners, turning movements are slowed and pedestrian safety crossing the street is enhanced.

Using established standards as a base, Birmingham's residential street standards are also based on:

- Emergency response access
- Winter weather
- Existing street widths
- Characteristics of different neighborhoods

These widths typically allow for parking along both sides of the street with room for a vehicle to pass in one direction. When there is opposing traffic one of the motorists will need to yield to the other. This is commonly classified as a "Yield" or "Courtesy" Street.

New and Existing, Unimproved Residential Streets

When streets are improved or newly constructed, the standards below shall be applied. Exceptions may be considered when factors, such as those described in Section 4, are evident.

Standard Streets: 26 ft. in width from curb to curb.
If the right-of-way is less than 50 ft., the street width shall be a minimum of 20 ft. with parking allowed on one side only (generally the side without fire hydrants).

Existing, Improved Residential Streets

When previously built streets are reconstructed, this standard shall generally be applied. Exceptions may be considered when factors, such as those described in Section 4, are evident.

Standard Streets:

26 ft. in width from curb to curb.

Existing Street is 28 feet or less in width:

If existing street width is 28 ft. or less in width, street may generally be reconstructed at the existing width unless there is a reason present under section 4.

Boulevard Streets

Reconstruction of streets with a boulevard, median, or other unique design feature, shall be reconstructed to match the current configuration unless geometric changes are needed based on safety or engineering analysis.

8B

Public Notice

- Whenever there is a street project where a change in the existing width is being considered, the MMTB shall have a Public Hearing to inform residents of the project & provide an opportunity for comment.
- Design details shall be advertised and posted on the City's website Emergency response access
- If residents express a desire for a non-standard street width at a public meeting or through a public survey of street residents, those preferences shall be considered
- However, engineering or safety factors listed in Section 4 must also be present to support a design exception.

Exceptions and Modifications

Any modification must be consistent with the Intent of these standards and the engineering publications upon which they are based. Street width exceptions may only be approved to a **minimum of 20 ft. and a maximum of 30ft.** If residents express a desire for a non-standard street width at a public meeting or through a public survey of street residents, preferences shall be considered only if one or more of the following conditions exist:

- **High or low frequency of use of on-street parking** (over 25% occupancy throughout the day or more than 50% overnight, the width may be increased)
- Daily traffic **volumes exceed 1500 vehicles**
- Street is a **published school bus route** or is a frequent emergency response route
- Street is **adjacent to a school, religious institution, City park, multiple- family residential development**, or other use with access that generates higher traffic volumes
- Presence of street trees such that rebuilding the road as proposed would result in **the removal of two or more trees**
- **85th percentile speed is more than 5 miles per hour** over the posted speed limit and/or documented operational or safety concerns

MEMORANDUM

City Clerk's Office

DATE: **October 10, 2025**

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

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Special Event Application: Peter Cotton Trail**

INTRODUCTION:
The City of Birmingham, Department of Public Services has submitted a special event application to hold the Peter Cotton Trail event Saturday, March 28, 2026. Set up for the event is scheduled on the day of the event from 10:00 a.m. until noon. The event begins at 12:00 p.m. and concludes at 2:00 p.m. Teardown is scheduled following the event from 2:00 p.m. until 4:00 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.

Families and community members are invited to a festive egg hunt adventure through Booth Park and can collect eggs, treats, and surprises along the way.

There are no events currently scheduled for the month of March in Birmingham.

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

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

SUSTAINABILITY:
There are no sustainability comments associated with this event.

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

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

SUMMARY:
The City Commission is being asked to approve a special event permit for the Peter Cotton Trail event to be held on Saturday, March 28, 2026 from 12:00 pm – 2:00 p.m. Set up will take place on the day of the event. Teardown will begin after the event concludes.

ATTACHMENTS:
- Special event application.
- Notification letter distributed to residents/businesses within 300 feet of the event area dated September 25, 2025. Notification addresses are on file in the Clerk's Office.
- Department approval page with comments and estimated costs.

SUGGESTED COMMISSION ACTION:
To make a motion adopting a resolution to approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the Peter Cotton Trail event on Saturday, March 28, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 10/20/25

Name of Event Peter Cotton Trail

Detailed Description of Event (attach additional sheet if necessary) Families and community members are invited to a festive Egg Hunt adventure through Booth Park and can collect eggs, treats, and surprises along the way.

Location Booth Park (475 N Old Woodward Ave, Birmingham MI 48009)

Date(s) of Event Saturday, March 28, 2026 Hours of Event 12:00pm-2:00pm

Date(s) of Set-up Day of event Hours of Set-up 10:00am-12:00pm

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

Date(s) of Tear-down Day of event Hours of Tear-down 2:00pm-4:00pm

Organization Sponsoring Event City of Birmingham

Organization Address City of Birmingham, Department of Public Services

Organization Phone (248) 530-1651

Contact Person Clinise Kirkwood

Contact Phone (248) 530-1651

Contact Email ckirkwood@bhamgov.org

Retention: Active +1 year

II. EVENT INFORMATION

1. Organization Type City of Birmingham

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

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

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so TBD

4. Are there any sustainability initiatives associated with this event? Please explain.
   Biodegradable eggs will be used for the egg hunt throughout the trail system.

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

6. First time event in Birmingham? YES ☑ NO ☐
   If no, describe _____

7. Total number of people expected to attend per day 200 (approximate)

8. The event will be held on the following city property: (Please list)
   - ☐ Street(s) _____
   - ☐ Sidewalk(s) _____
   - ☑ Park(s) Booth Park Trail System (475 N Old Woodward Ave, Birmingham MI 48009

Retention: Active +1 year

8C

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 N/A

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 There will be 4 city staff members on site during the event. There will also be community volunteers on-site to assist.

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

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

Describe On-duty officers will give extra patrols.

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

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

13. Will music be provided? YES ☐ NO ☑

_____Live _____Amplification _____ _____Loudspeakers

Recorded Time music will begin _____

Time music will end _____

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

Retention: Active +1 year

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

Number of signs/banners Three parking structure banners and lawn signs

Size of signs/banners Farmer's Market Banner size, TBD

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

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

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

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

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

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

Retention: Active +1 year

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	4	$10.00 each includes 1 bag For additional bags, the cost is $45 per case, 100 bags per case	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters		$400.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	_ # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

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

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

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 400 square feet)	1	10x10
Portable Toilets	2	1 Standard 1 Handicap
Rides		
Displays		
Vendors	TBD	
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

FOR EVENTS IN SHAIN PARK ONLY:

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

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

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

Retention: Active +1 year

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Peter Cotton Trail

EVENT DATE Saturday, March 28, 2026

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

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

Clinise Kirkwood 10/20/2025

Signature Date

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

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

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

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

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

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

Retention: Active +1 year

SPECIAL EVENT REQUEST NOTIFICATION LETTER ON LETTERHEAD

DATE: 8/25/2025

TO: _____
Residential Property or Business Owner

_____
Address

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

EVENT INFORMATION

NAME OF EVENT: Peter Cotton Trail

LOCATION: Booth Park Trail System (475 N Old Woodward Ave, Birmingham MI 48009

DATE(S) OF EVENT Saturday, March 28, 2026 HOURS OF EVENT 12:00pm-2:00pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Families and community members are invited to a festive Egg Hunt adventure through Booth Park and can collect eggs, treats, and surprises along the way.

DATE(S) OF SET-UP Day of event HOURS OF SET-UP 10:00am-12:00pm

DATE(S) OF TEAR-DOWN Day of event HOURS OF TEAR-DOWN 2:00pm-4:00pm

DATE OF CITY COMMISSION MEETING: October 27, 2025 at 7:30pm

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: https://zoom.us.com/j/655079760 Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880)**. Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: City of Birmingham, Department of Public Services

ADDRESS: 851 South Eton, Birmingham, MI 48009

PHONE: (248) 530-1651

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Clinise Kirkwood Recreation Coordinator (248) 530-1651

A map showing street closures must be attached.

Retention: Active +1 year

The following language must be submitted **on the applicant's letterhead** and **signed** by an authorized representative of the organization.

HOLD-HARMLESS AGREEMENT

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

Clinise Kirkwood — 10/20/2025

Applicant's signature — Date

Retention: Active +1 year

8C

City of Birmingham
Ice Sports Arena
2300 East Lincoln
Birmingham, MI 48009

FIRST-CLAS

ZIP 48009 $ 000.61⁰
02 7W
0008029208 SEP 25 2025

CITY OF BIRMINGHAM

PO BOX 3001

BIRMINGHAM, MI 48012

BIRMINGHAM

SPECIAL EVENT NOTIFICATION

TO ALL PROPERTY/BUSINESS OWNERS

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

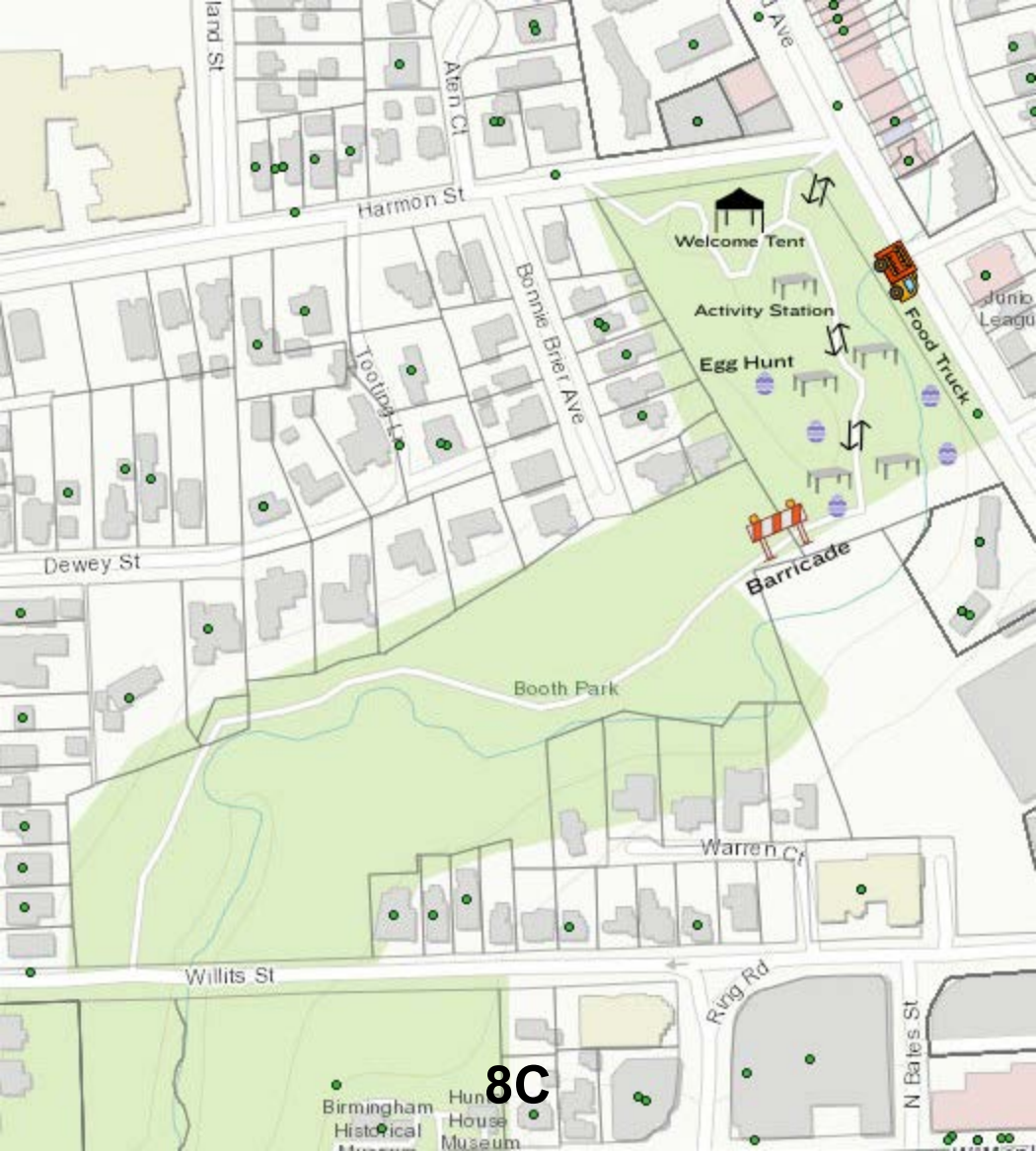
NAME OF EVENT: **Peter Cotton Trail**
LOCATION: Booth Park 475 N Old Woodward Ave, Birmingham MI 48009
DATES/TIMES: Saturday, March 28, 2026 12:00pm-4:00pm

DATE/TIME OF CITY COMMISSION MEETING:
October 27, 2025 at 7:30 PM

The City Commission meets in room 205 of the Municipal Building at 151 Martin. 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).

EVENT ORGANIZER: City of Birmingham, DPS
851 South Eton, Birmingham, MI 48009
City Contact Person: Clinise Kirkwood, (248) 530-1651, ckirkwood@bhamgov.org

TO BUILDING MANAGERS CONTAINING MORE THAN ONE UNIT:
PLEASE POST THIS NOTICE AT THE MAIN ENTRANCE TO YOUR BUILDING.


Harmon St
Welcome Tent
Activity Station
Egg Hunt
Food Truck
Bonnie Briet Ave
Tootsie Ln
Dewey St
Barricade
Booth Park
Warren Ct
Willits St
Ring Rd
N Bates St
8C
Birmingham Historical Museum
Hunter House Museum

DEPARTMENT APPROVALS

EVENT NAME: **Peter Cotton Trail**
COMMISSION HEARING DATE: **10/27/2025**
DATE OF EVENT: **3/26/2026**

LICENSE NUMBER #26-00013000
NOTE TO STAFF: Please submit approval by **10/17/2025**

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Applicant must obtain directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
BUILDING **101.0-000.000.636.0005** 248.530.1850	MJM	Tents over 400 SQFT require a permit.		$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	AS	-Use cable protectors over cords -Food trucks and cooking tents require inspection. -Propane heaters must have approval. A propane heater safety bulletin is available upon request.		$0	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK			$0	$0
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	BM	Includes set-up and take down of tables and chairs for the event. Placement of trash receptacles and picnic tables and (3) staff members on site for the event		$2,000	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	N/A	None	$0	$0
PARKING	AF	Patrons pay the posted rate at 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 ____.	200.00	0
			TOTALS: Estimated and Actual Costs	**2200.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: October 15, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Ezee Fiber: Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Permit Application

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INTRODUCTION:
Ezee Fiber Texas, LLC has submitted a permit application for access to and the ongoing use of public rights of way by telecommunications providers under the Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act.

Ezee Fiber's permit application is for the installation of fiber optic cable and other necessary facilities within public rights of way, either underground via conduit or overhead via poles. Ezee Fiber will be providing the opportunity to purchase fiber internet to the premises for all residents and business owners along the serviceable route of the project.

BACKGROUND:
The City of Birmingham received the complete application from Ezee Fiber in compliance with the mandates of the METRO Act. Per the METRO Act, the City had 45 days from the date of the application to either approve or deny the application and permit. The Engineering Department and the City Attorney had meetings with Ezee Fiber on September 9 and September 15, 2025, to discuss the permit application and upcoming City Commission meeting schedule. At those meetings, the parties mutually agreed to bring the application to the City Commission on October 27, 2025.

Both the application and permit forms were approved by the Michigan Public Service Commission (MPSC). The Ezee Fiber application complies with the mandates of the statute and is complete. The Bilateral Permit form also complies with the requirements of the statute.

LEGAL REVIEW:
The City Attorney has reviewed the Ezee Fiber Texas, LLC application and permit, as well as the attached documents and advise that pursuant to Michigan METRO Act, we are bound to grant the permit; however, as their plans develop, their engineers and technicians, as well as their legal team, will be bound to our ordinances and requirements for license agreements as we require, to ensure their access to public property is tied to reasonable accessibility as required by the Act.

FISCAL IMPACT:
City staff anticipates that additional staff time will be needed to respond to residents' phone calls and inquiries about Ezee Fiber's project due to the extent of disturbance to City rights of way being proposed.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
Ezee Fiber will be responsible for notifying property owners of the construction of their facilities in the City's right of way. Ezee Fiber will also be contact property owners about the opportunity to utilize their services.

SUMMARY:
Ezee Fiber submitted a permit application for access to and the ongoing use of public rights of way in compliance with the METRO Act. The City Commission is asked to consider the approval of Ezee Fiber's Application and Permit in accordance with the METRO Act.

ATTACHMENTS:
- METRO Act Permit Application Form filed by Ezee Fiber Texas, LLC
- METRO Act Permit, Bilateral Form, for Ezee Fiber Texas, LLC

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the METRO Act Application of Ezee Fiber Texas, LLC, and the METRO Act Permit for the project locations shown on the exhibit. In addition, authorize the Mayor and City Clerk to sign the Bilateral Form on behalf of the City, and to direct the City Attorney to assure Ezee Fiber's adherence to City ordinances and all other requirements to assure protection of City public property.

METRO Act Permit Application Form
Revised February 2, 2015

City of Birmingham
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

[Ezee Fiber Texas, LLC]
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

City of Birmingham
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS

By
[Ezee Fiber Texas, LLC]
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

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1 GENERAL INFORMATION:

1.1 Date: June 20, 2025

1.2 Applicant's legal name: Ezee Fiber Texas, LLC
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 713-255-7500
Fax Number: _____
Corporate website: https://ezeefiber.com/

Name and title of Applicant's local manager (and if different) contact person regarding this application:
Garner Duncan, SVP, Government Affairs
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036
Telephone Number: 972-898-5487
Fax Number: _____
E-mail Address: Garner.Duncan@ezeefiber.com

1.3 Type of Entity: (Check one of the following)

_____ Corporation
_____ General Partnership
_____ Limited Partnership
__X__ **Limited Liability Company**
_____ Individual
_____ Other, please describe: _____

1.4 Assumed name for doing business, if any: **Ezee Fiber**

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation;

1.5.2 Date of incorporation/formation;

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

- **Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network.**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

- **Ezee Fiber is certified by the Michigan Public Service Commission[1] to provide telecommunications services, and therefore does not need to provide financial information based on section 1.10. Please advise on what the City would accept to prove our financial ability to maintain our position in the ROW.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **N/A**

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?
Circle: Yes ***(No)***
If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes ***(No)***

[1] See Exhibit A.

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

- **Ezee Fiber holds the attached certificate[2] from the Michigan Public Service Commission. Please see the answer to section 1.6.**

---

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

- **Authorization[3] is attached separately.**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

- **Ezee Fiber will be installing fiber optic cable and other necessary facilities within public road rights of way, either underground via conduit or overhead via poles. Ezee Fiber will be providing fiber to the premise for all residents and business owners along the serviceable route of project.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

- **Please refer to the attached map[4]. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 439K feet.**

2.4 Please provide an anticipated or actual construction schedule.

- **Construction would start as early as October 2025 or as soon as permits are granted and take approximately 9 months to complete not including work stoppage due to winter and general weather.**

[2] See Exhibit A.
[3] See Exhibit B.
[4] See Exhibit C.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

- **iSquared Capital.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

- **Ezee Fiber will maintain the facilities and can be contacted through the following number: 1-833-920-5400.**
- **Ezee Fiber facilities are to be installed in new conduit in existing rights-of-way and or easements, not in existing telecommunications facilities.**

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

- **5959 Corporate Dr., Houston, Texas 77036**

3.2 Location of all records and engineering drawings, if not at local office;

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of the contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

- **Seann Perry**
  - **VP. Engineering & Market Selection**
  - **seann.perry@ezeefiber.com**
  - **713-405-1135**
- **Jerome DeCuir**
  - **Senior Director, Network Development**
  - **Jerome.decuir@ezeefiber.com**

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: **Please see our attached Certificate of Insurance[5].**

3.4.1 Worker's compensation;
3.4.2 Commercial general liability, including at least:
3.4.2.1 Combined overall limits;
3.4.2.2 Combined single limit for each occurrence of bodily injury;
3.4.2.3 Personal injury;
3.4.2.4 Property damage;

[5] See Exhibit D.

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

- **Construction contractor will be GAC Enterprises LLC, and Ezee Fiber will perform maintenance and operations**

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

Ezee Fiber Texas, LLC

06/19/2025
Date

By: Garner Duncan
Type or Print Name: Garner Duncan

SVP, Government Affairs
Title

S:\metroapplicationform.doc

EXHIBIT A

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

EZEE FIBER TEXAS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.
was validly authorized on November 2 , 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of May , 2025.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 25050616805

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

8D

EXHIBIT B

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of **EZEE FIBER TEXAS, LLC**, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan.	)))))	Case No. U-21663

At the January 23, 2025 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Katherine L. Peretick, Commissioner
Hon. Alessandra R. Carreon, Commissioner

ORDER

On June 10, 2024, Ezee Fiber Texas, LLC (Ezee Fiber) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq*., for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 31, 2024, Ezee Fiber filed an amended application and exhibits. On November 21, 2024, Ezee Fiber was granted a temporary license.

At an evidentiary hearing held on December 18, 2024, Ezee Fiber presented the testimony and exhibits of Ken Bonvillian, Ezee Fiber's Vice President of Sales and External Affairs. At the close of the hearing, the parties (Ezee Fiber and the Commission Staff) waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission

has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Ezee Fiber Texas, LLC, is granted a permanent license to provide basic local exchange service throughout the state of Michigan.

B. Ezee Fiber Texas, LLC, shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et seq*., including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Ezee Fiber Texas, LLC, shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at LARA-MPSC-Edockets@michigan.gov and to the Michigan Department of Attorney General - Public Service Division at sheac1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

_____

Daniel C. Scripps, Chair

_____

Katherine L. Peretick, Commissioner

_____

Alessandra R. Carreon, Commissioner

By its action of January 23, 2025.

_____

Lisa Felice, Executive Secretary

P R O O F O F S E R V I C E

STATE OF MICHIGAN)

Case No. U-21663

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on January 23, 2025 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

Brianna Brown

Subscribed and sworn to before me
this 23rd day of January 2025.

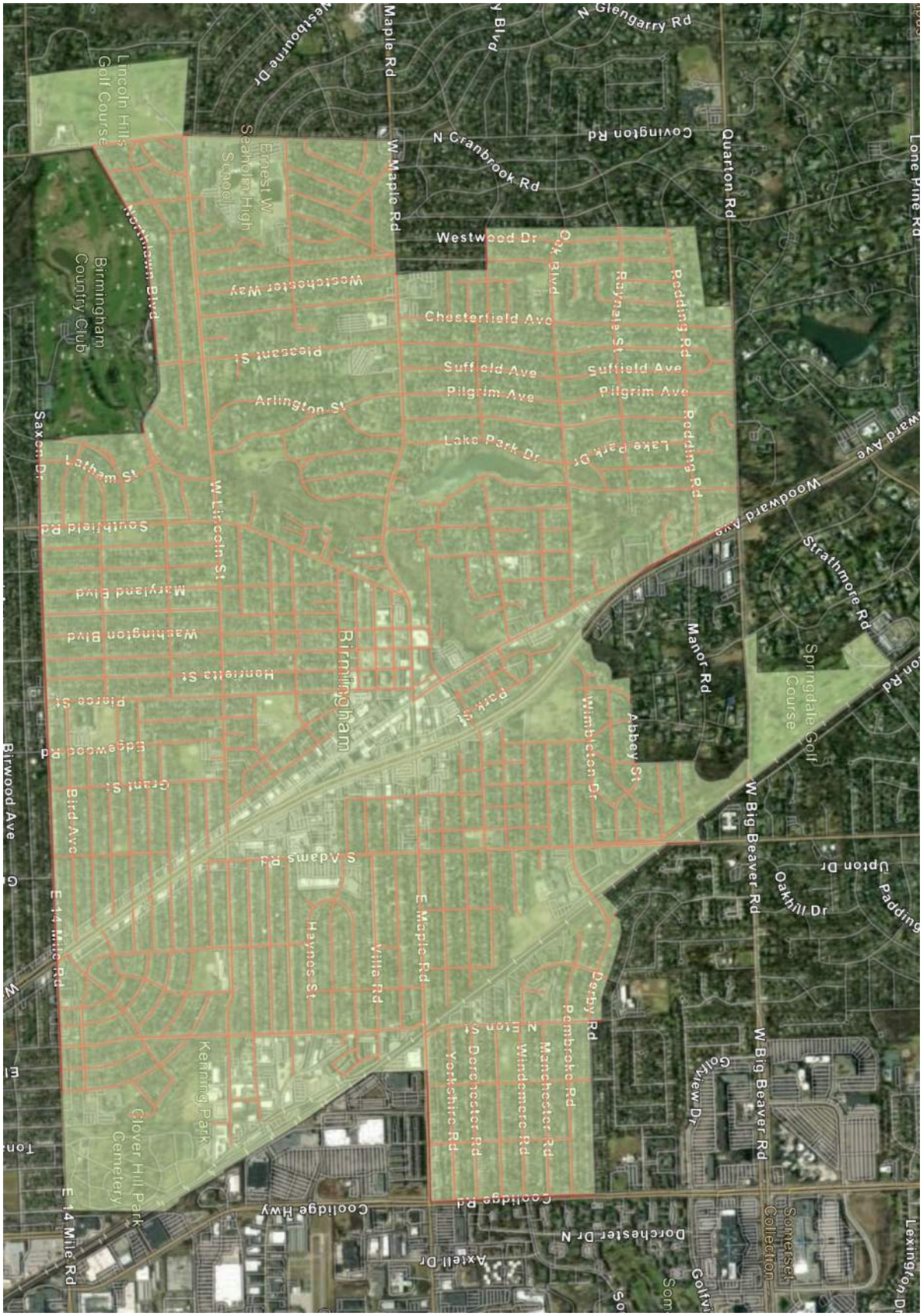
Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2030

Service List for Case: U-21663

Name	On Behalf Of	Email Address
Ezee Fiber Texas, LLC	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com
Jonathan F. Thoits	ALJs - MPSC	thoitsj@michigan.gov
Michael J. Orris	MPSC Staff	orrism@michigan.gov
Sean P. Gallagher	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com

EXHIBIT C

EXHIBIT C


N Glengarry Rd
Maple Rd
Lincoln Hills Golf Course
Ernest W Seaholm High School
N Cranbrook Rd
Covington Rd
Quarton Rd
W Maple Rd
Westwood Dr
Oak Blvd
Reynolds St
Redding Rd
Birmingham Country Club
Northlawn Blvd
Westchester Way
Chesterfield Ave
Pleasant St
Suffield Ave
Pilgrim Ave
Arlington St
Lake Park Dr
Saxon Dr
Latham St
Southfield Rd
W Lincoln St
Maryland Blvd
Woodward Ave
Strathmore Rd
Manor Rd
Springdale Golf Course
Wimbleton Dr
Abbey St
Park St
Birmingham
Hunter St
Pierce St
Edgewood Rd
Grant St
Bird Ave
Birwood Ave
S Adams Rd
E 14 Mile Rd
Haynes St
Villa Rd
E Maple Rd
W Big Beaver Rd
Oakhill Dr
Upton Dr
Derby Rd
Pembroke Rd
Manchester Rd
Windemere Rd
Dorchester Rd
Yorkshire Rd
Golf View Dr
Kenning Park
Glover Hill Park Cemetery
Coolidge Hwy
Coolidge Rd
Dorchester Dr N
Somerset Collection
Axtell Dr
Lone Pine Rd

8D

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2025

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

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

PRODUCER	CONTACT NAME:	
Securance Corporation Agency 10205 Westheimer Rd., Ste. 1100 Houston, TX 77042	PHONE (A/C, No, Ext): (713) 977-6606	FAX (A/C, No): (713) 785-6722
	E-MAIL ADDRESS: info@securancecorp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
	INSURER B : Continental Insurance Company	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7095251213	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7095116006	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7095116040	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7095116037	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Limited Pollution			7095251213	1/1/2025	1/1/2026	Ea Limited Incident	1,000,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Securance Corporation Agency		
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The General Liability policy includes an endorsement providing that 30 day notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy is follow form.

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METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

1.1 Company shall mean Ezee Fiber Texas, LLC organized under the laws of the State of Texas whose address is 5959 Corporate Dr, Suite 2000, Houston, Texas, 77036.

1.2 Effective Date shall mean the date set forth in Part 13.

1.3 Manager shall mean Municipality's Mayor or his or her designee.

1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.

1.5 Municipality shall mean City of Birmingham, a Michigan municipal corporation.

1.6 Permit shall mean this document.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
Garner Duncan, SVP, Government Affairs
5959 Corporate Dr., Suite 2000
Huston, Texas 77036
Telephone: 972-898-5487
Email: Garner.Duncan@ezeefiber.com

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is
Seann Perry, VP. Engineering & Market Selection
Telephone: 713-405-1135
Email:seann.perry@ezeefiber.com

Jerome DeCuir, Senior Director Network Development
Email: Jerome.decuir@ezeefiber.com

The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is
Seann Perry, VP. Engineering & Market Selection
Telephone: 713-405-1135
Email:seann.perry@ezeefiber.com

Jerome DeCuir, Director Network Development
Email: Jerome.decuir@ezeefiber.com

The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is
Seann Perry, VP. Engineering & Market Selection
Telephone: 713-405-1135
Email:seann.perry@ezeefiber.com

Jerome DeCuir, Director Network Development
Email: Jerome.decuir@ezeefiber.com

3.1.3 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency at 1-833-920-5400.

3.1.4 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the

Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its

contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them").

Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to
City of Birmingham
Attn: City Engineer
151 Martin Street
Birmingham, MI 48009
With a copy to the City Clerk at the same time

12.1.2 If to Company, to
Ezee Fiber, Texas LLC
Attn: Government Affairs

5959 Corporate Dr., Suite 2000
Huston, Texas 77036
With a copy to General Counsel & COO at the same address

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

COMAPANY
By:_____
Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of Ezee Fiber 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
Dated:_____

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

APPROVED:

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

_____
Melissa A. Coatta, City Engineer
(Approved as to substance)

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

"Company accepts the Permit granted by Municipality upon the terms and conditions contained therein."

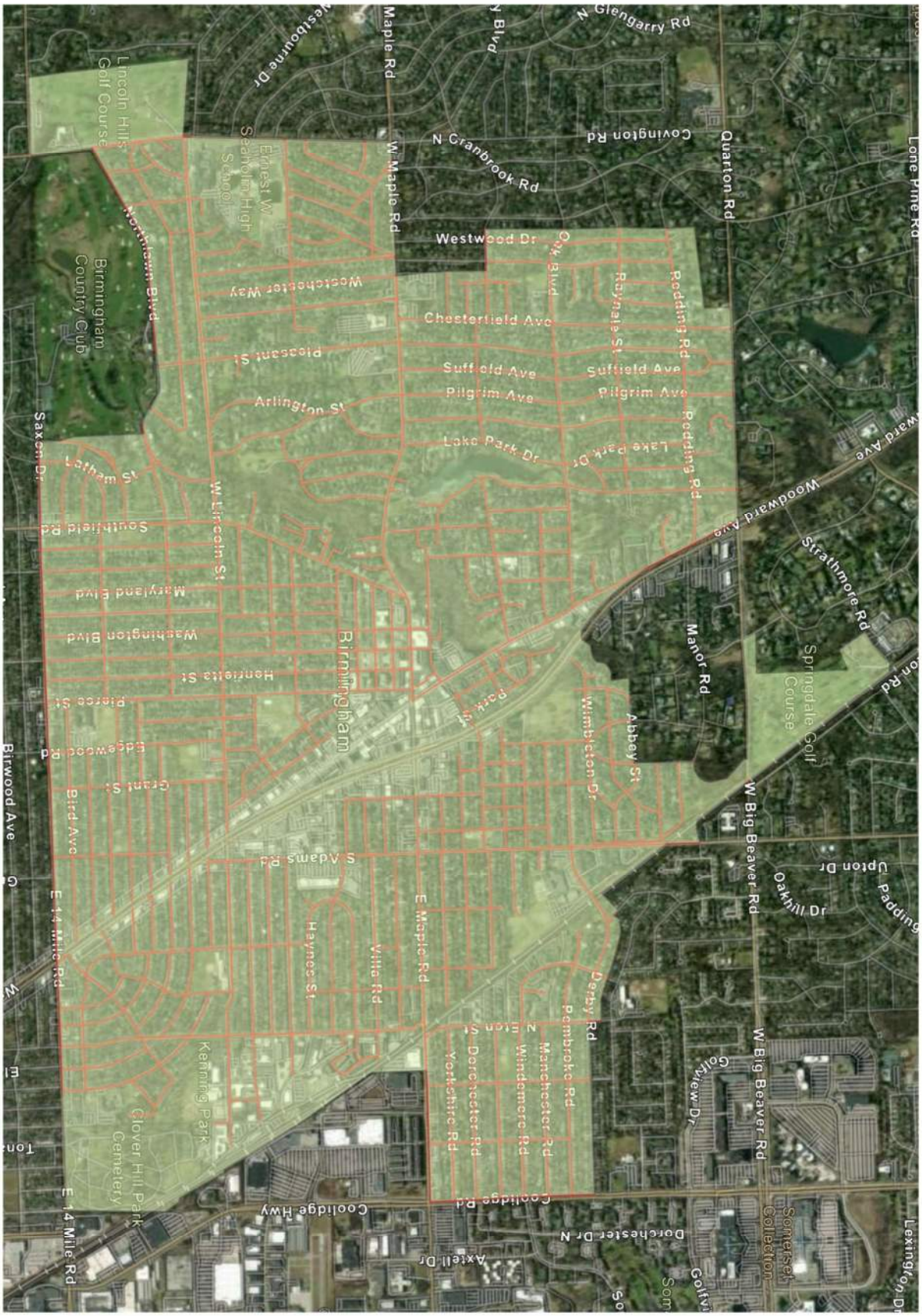
Ezee Fiber, Texas LLC

By:_____
Its:_____
Date:_____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities


N Glengarry Rd
Maple Rd
Lincoln Hills Golf Course
Ernest W. Seaholm High School
N Cranbrook Rd
Covington Rd
Quarton Rd
Lone Pine Rd
W Maple Rd
Westwood Dr
Oak Blvd
Reynale St
Redding Rd
Chesterfield Ave
Suffield Ave
Pilgrim Ave
Lake Park Dr
Arlington St
Birmingham Country Club
Northlawn Blvd
Woodward Ave
Strathmore Rd
Manor Rd
Springdale Golf Course
Latham St
Saxon Dr
Southfield Rd
W Lincoln St
Maryland Blvd
Washington Blvd
Hanlelis St
Pierce St
Edgewood Rd
Grant St
Bird Ave
Birwood Ave
Birmingham
Park St
Wimbleton Dr
Abbey St
W Big Beaver Rd
Oakhill Dr
Upton Dr
S Adams Rd
E 14 Mile Rd
Haynes St
Ville Rd
E Maple Rd
Derby Rd
Pembroke Rd
N Manchester Rd
Windemere Rd
S Dorchester Rd
Yorkshire Rd
Golfview Dr
Kenning Park
Glover Hill Park Cemetery
Coolidge Hwy
Dorchester Dr N
Somerset Collection
Axtell Dr

8D

Exhibit B

Bond

EZEEFIB-02 POLSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2025

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

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

PRODUCER	CONTACT NAME: DeAnn Loukanis	
Securance Corporation Agency 10205 Westheimer Rd., Ste. 1100 Houston, TX 77042	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: dloukanis@securancecorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : Continental Insurance Company	35289
Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7095251213	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			7095116006	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7095116040	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		7095116037	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Limited Pollution			7095251213	1/1/2025	1/1/2026	Ea Limited Incident	1,000,000

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

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Birmingham
Melissa Coatta, City Engineer
151 Martin Street
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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8D

AGENCY CUSTOMER ID: EZEEFIB-02 POLSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Securance Corporation Agency	Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The General Liability policy includes an endorsement providing that 30 day notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy is follow form.

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A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EZEE FIBER TEXAS LLC
Endorsement Effective Date: 01/01/2025

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph **A.1. Who Is An Insured** of Section **II** - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "**written contract**" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
   a. The person or organization is an additional insured only with respect to "**bodily injury**" or "**property damage**" arising out of a covered "**auto**" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
      (1) Required by the "**written contract**"; or
      (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV** - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:
   An additional insured under this endorsement will as soon as practicable:
   a. Give us written notice of an "**accident**" which may result in a claim or "**suit**" under this insurance, and of any claim or "**suit**" that does result;
   b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "**suit**"; and
   d. Tender the defense and indemnity of any claim or "**suit**" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "**written contract**" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.
   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "**suit**".
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

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"**Written contract**" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Legal Department

DATE: October 27, 2025

TO: Jana Ecker, City Manager

FROM: Mary M. Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

---

INTRODUCTION:
The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act.

BACKGROUND:
Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation for *Yasamin Aziz, et al v City of Birmingham,* Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen. This lawsuit claims that on or about August 23-24, 2024 the Plaintiffs' homes and other private properties located in the City were unreasonably interfered with and flooded alleging defects in the design, construction, and maintenance of its sewage disposal system. This has been filed as a class action; meaning that the Plaintiffs initiated litigation for all persons and entities similarly situated.

LEGAL REVIEW:
I am requesting closed session on Monday, October 27, 2025 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Yasamin Aziz, et al v City of Birmingham,* Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen.

FISCAL IMPACT:
To be discussed in closed session.

ATTACHMENTS:
Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(e).

SUGGESTED COMMISSION ACTION:
Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Yasamin Aziz, et al v City of Birmingham,* Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(*i*) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(*ii*) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(*iii*) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(*i*) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(*ii*) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(*iii*) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(*iv*) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(*l*) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

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application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

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BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Re: the Birmingham YMCA and Special Needs Students

1 message

Christopher McDonald <cmcdonald@asereducation.com> Wed, Oct 8, 2025 at 7:28 AM
To: city-commission@bhamgov.org

Dear City Council,

Please note the letter I sent to the Superintendent of Birmingham Schools. I have also forwarded this to the Bloomfield-Birmingham Eagle newspaper and am trying to get in touch with local news sources as this disregard of the needs of Special Education students is, quite frankly, unacceptable, if the current plans to eliminate the YMCA and its exercise equipment from the building comes to fruition.

Should you wish to discuss this further if my facts are incorrect, I will wait to hear back from you by month's end (October) before moving forward with my connections in the local news media.

Looking forward to hearing back from you--email is best.

Thank you.

Regards,

Chris

On Tue, Oct 7, 2025 at 11:44 AM Christopher McDonald <cmcdonald@asereducation.com> wrote:

> Dear Dr. Roberson,
>
> As a resident and member of the YMCA, it is a pleasure to see so many of your students in the Special Needs program exercising every morning. As there is discussion that when the lease expires, most of the building, if not all of it, changes management (and most likely removes most of the exercise equipment servicing your students well). In addition, the summer programs, which populate the fields, pool, gym, and exercise areas, services hundreds of Birmingham students.
>
> Can you inform me please how the school district is advocating for the YMCA and informing the Special Needs parents as well as the greater school populations about the ramifications if the YMCA no longer operates?
>
> Thank you, and I look forward to your response.
>
> Best,
>
> --
> **Christopher McDonald,** *President & Co-Founder*
>
> ASER
> American Solutions for Educational Resources
> http://www.asereducation.com
>
> This email may contain material that is confidential, privileged and/or for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, you may not copy, forward, use, rely on or distribute this message or any file attachments.

--
Christopher McDonald, *President & Co-Founder*

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To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAFgvz2dksZFgvu-x0nXVHZ2eGh6c1aGo0UB4xYfjdDAAjRcBUQ%40mail.gmail.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Request to include letter in city commission packet

2 messages

Danny Seidman <dhseidman@gmail.com> Thu, Oct 9, 2025 at 2:02 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Good afternoon,

I am requesting that this letter & images be included in the city commission meeting packet for 10/20/25 as well as 10/27/25 (when the vote on this matter is scheduled to take place). Please confirm receipt of this email, and confirm that it will be included in those packets when able.

Thank you,
Danny Seidman
652 Wimbleton Drive

To the Honorable Members of the Birmingham City Commission,

Thank you for your service to our community. I also want to express my appreciation to the Parks & Recreation Board for their hard work and commitment to enhancing Birmingham's public spaces. Their mission — to *"provide opportunities for the enjoyment, education, and inspiration for present and future generations of residents and visitors through stewardship of natural, cultural, and recreational resources"* — is one I deeply support.

I am writing as both a **concerned neighbor, primary care physician, and public health expert** who cares deeply about the physical, mental, and social health of our community — especially our children. The proposed redesign of **Poppleton Park** does not, in its current form, fully align with the Parks & Rec mission, nor with the guiding vision of Birmingham's **2040 Master Plan**. While I wholeheartedly applaud the focus on accessibility, the design's heavy emphasis on specialized equipment for one group of users inadvertently limits meaningful engagement for others — including older children, teens, adults, and seniors. In doing so, it risks reducing enjoyment and activity for *everyone*, rather than broadening it.

Inconsistency with City Vision

The **2040 Master Plan** calls for "vibrant, connected, and inclusive neighborhoods that support residents across all stages of life." Yet this proposal risks transforming Poppleton Park from a *city/neighborhood park* into a *regional attraction*. Expanded parking and increased traffic would erode the very qualities that make this park — and this neighborhood — special: its walkability, its serenity, and its community-centered design.

The **Parks & Recreation Master Plan (Dec. 2023)** echoes these priorities with a guiding principle of *"Inclusivity and Accessibility: embracing diversity and ensuring that everyone in the community can enjoy our parks, regardless of their background or abilities."* The phrase *"everyone in the community"* is critical. Accessibility should not come at the cost of intergenerational inclusivity, environmental stewardship, or neighborhood character.

Evidence from Public Health

As a physician, I see daily the importance of environments that promote physical challenge, unstructured play, and intergenerational connection.

- The **American Academy of Pediatrics** emphasizes that age-appropriate challenge is essential for developing confidence, coordination, and resilience.
- The **CDC** and **World Health Organization** stress that intergenerational spaces foster social connection, physical activity, and mental well-being across the lifespan.
- The **American Psychological Association** highlights the role of unstructured play in creativity, emotional regulation, and problem-solving.

The Poppleton Park Redesign is an opportunity to embody these principles — but that requires a design that reflects them.

Concerns with Current Proposal

- **Over-specialization:** The new design risks narrowing the park's audience to younger children, excluding older kids and adults who need challenge and open-ended play.
- **Parking expansion:** Additional paved areas conflict with the mission to *steward natural resources* and preserve beauty.
- **Neighborhood identity:** Increased car traffic would erode the quiet, walkable charm that makes Poppleton unique.

A Better Way Forward

I respectfully urge the Commission to reconsider the current plan and direct the Parks & Recreation Board to revise the design to better align with the City's mission and long-term vision. Specifically, I recommend:

1. **Tiered challenge zones** for all ages — from toddlers to teens to seniors (see attached images for some examples found at Pembroke Elementary and West Maple Elementary).
2. **Universal access areas** where people of all abilities can play and move together.
3. **Outdoor fitness and mobility equipment** for adults and older adults, encouraging lifelong activity.
4. **Strict limits on parking expansion** to preserve green space and maintain the park's neighborhood character.
5. **Incorporation of evidence-based design principles** from leading health and play organizations.

I've included examples of play and fitness structures that achieve these goals — equipment that encourages creativity, physical development, and intergenerational participation. My hope is that Poppleton Park can serve as a *model of health, inclusion, and environmental balance* — a space where accessibility and challenge coexist, and where the needs of *all generations* are honored.

Thank you for your time, for your dedication to stewardship, and for your thoughtful consideration of how this park can best serve both current and future residents.

With respect and gratitude,

Danny Seidman, DO, MPH

Birmingham Resident & Neighbor

Primary Care Physician | Community Health Advocate

10B

IMG_1736.jpeg

IMG_1799.jpeg

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/BL1PR19MB5940A1B2A2AE8F1D1C8F9453A3EEA%40BL1PR19MB5940.namprd19.prod.outlook.com.

Danny Seidman <dhseidman@gmail.com> Thu, Oct 9, 2025 at 3:23 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

I would also like to mention Grant Park in Royal Oak, as they have an impressive outdoor fitness equipment setup.

From: Danny Seidman <dhseidman@gmail.com>
Date: Thursday, October 9, 2025 at 2:03 PM
To: city-commission@bhamgov.org <city-commission@bhamgov.org>, clerksoffice@bhamgov.org <clerksoffice@bhamgov.org>
Subject: Request to include letter in city commission packet

[Quoted text hidden]
[Quoted text hidden]
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/BL1PR19MB594004DADE022F0735992392A3EEA%40BL1PR19MB5940.namprd19.prod.outlook.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Paint Striping Questionnaire Results for Arlington & Shirley Streets

2 messages

Jana Ecker <Jecker@bhamgov.org> Wed, Oct 15, 2025 at 3:36 PM
To: Alex Bingham <abingham@bhamgov.org>

For agenda packet...

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

---------- Forwarded message ---------
From: <jmirro@intromarketing.com>
Date: Wed, Oct 15, 2025 at 3:11 PM
Subject: Paint Striping Questionnaire Results for Arlington & Shirley Streets
To: <kshafer@bhamgov.org>, <tlonge@bhamgov.org>, <ahaig@bhamgov.org>, <along@bhamgov.org>, <bhost@bhamgov.org>, <cballer@bhamgov.org>, <jemerine@bhamgov.org>
Cc: <jecker@bhamgov.org>, <ndupuis@bhamgov.org>, <lblizinski@bhamgov.org>

Dear City Commissioners,

On June 18, 2025, I sent to you a letter that contained 3 petitions. One petition contained the signatures of 38 property owners on Arlington and Shirley Streets that requested our streets not be paint-striped for the 7 reasons shown on the petition.

In August, the City Planning Department held information meetings on this subject and provided a questionnaire to Arlington & Shirley property owners asking if they are supportive of paint striping our streets. Through use of a FOIA request in September, I received from the Planning Department a copy of all questionnaires submitted. Out of 11 questionnaires, 10 of them or 91% stated that they are not supportive of paint striping. The 11th questionnaire stated "indifferent."

In checking with the Birmingham Police Department this week, there appears not to have been any reported accidents or even "near accidents" between vehicles and pedestrians on our streets since both streets were replaced a year ago. This is consistent with the 100-year history of no reported accidents between vehicles and pedestrians since the two streets were first constructed in the 1920's.

Based on the petition submission, questionnaires submitted and lack of any accidents on our two streets, the overwhelming majority of Arlington & Shirley property owners have no interest in the paint striping proposal. While the creativity of the proposal is appreciated, please ask the Planning Department at the next Commission Meeting to permanently put this subject to rest for Arlington and Shirley Streets. Thank you.

Sincerely,

Jim Mirro

President, Coryell Park Assn.

Arlington/Shirley HOA

Andrew Haig <ahaig@bhamgov.org> Wed, Oct 15, 2025 at 4:03 PM
To: Ecker Jana <Jecker@bhamgov.org>, Bingham Alexandria <abingham@bhamgov.org>, Grewe Scott <sgrewe@bhamgov.org>
Cc: Longe Therese <tlonge@bhamgov.org>

I saw Jana got this, just sharing it.

Andrew

From the Ether

Begin forwarded message:

> **From:** jmirro@intromarketing.com
> **Date:** October 15, 2025 at 15:11:45 EDT
> **To:** kshafer@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, along@bhamgov.org, bhost@bhamgov.org, cballer@bhamgov.org, jemerine@bhamgov.org
> **Cc:** jecker@bhamgov.org, NDupuis@bhamgov.org, lblizinski@bhamgov.org
> **Subject: Paint Striping Questionnaire Results for Arlington & Shirley Streets**
>
> [Quoted text hidden]

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Arlington/Shirley Street Assessment

1 message

jmirro@intromarketing.com <jmirro@intromarketing.com> Tue, Oct 21, 2025 at 5:33 PM
To: tlonge@bhamgov.org, cballer@bhamgov.org, jemerine@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org, along@bhamgov.org, kschafer@bhamgov.org
Cc: jecker@bhamgov.org, mcoatta@bhamgov.org, abingham@bhamgov.org

Dear Commissioners,

Westwood Background: Last year the majority of property owners on Arlington/Shirley Streets petitioned the City Commission to have our streets repaved with the cape seal process and not to replace our curbs, gutters and driveway/sidewalk approaches after the water and sewer lines were replaced. This would have treated our streets the same as Westwood Drive that received new water lines and sewers a few years ago and were permitted to receive the cape seal process without replacement of curbs, gutters and driveway/sidewalk approaches. This resulted in the Arlington/Shirley project costing approximately 4 times the cost spent on Westwood. The rationale was that all unimproved streets need an upgrade, but because Arlington/Shirley Streets get more traffic than Westwood, a complete street replacement and new curbs, gutters and driveway/sidewalk approaches were needed for the overall benefit of all citizens in the City who use these streets, not just for the benefit of adjoining property owners.

Wimbleton Background: This year Wimbleton Drive was chosen as the next “unimproved street” needing replacement and the City Commission agreed to the cape seal process for it despite this street being classified as a “major street” due to “cut through” traffic from Woodward to Adams. We since learned that most internet driving apps now classify Arlington/Shirley as “major streets” for cut through purposes between Maple and Southfield Roads via Lincoln Road and the fire department/school bus system consider Arlington/Shirley major streets in their routing systems . On top of this inequitable construction treatment for similar streets, the Commission agreed to charge Wimbleton property owners 50% of the total cost, while not revisiting the decision to charge Arlington/Shirley property owners 85%. The combination of total higher cost and higher percentage split will result in Arlington/Shirley property owners paying 4 times what Westwood and Wimbleton property owners pay if not revisited. To make matters worse, Arlington/Shirley property owners have a higher percentage of custom driveway/sidewalk approaches than either Westwood or Wimbleton and many chose to replace them to match surfaces with privately-funded contractors rather than with the City contractor. Taking this into account drives up the Arlington/Shirley cost to 5 times the other streets if not revisited.

Proposal; As of mid-October, the Engineering Department has not provided the final Arlington/Shirley contractor costs to the Treasurer’s Office and, therefore, the final assessment bills have not been created for each property owner. Also as of mid-October, none of the property owner appeals of the preliminary assessments have had hearings with the Michigan Tax Tribunal. To save assessment costs for property owners and administrative/legal costs for the City, it is proposed that the City Commission vote to change the assessment split to 50/50 for Arlington/Shirley property owners at the next meeting. While we cannot change the construction decisions made on the projects, this action will at least show citizens that an attempt was made to achieve a fair and equitable financial outcome for everyone. All candidates running for a Commission seat in November have stated that the City’s unimproved street funding system appears to be unfair to most property owners. A 50/50 split for Arlington/Shirley streets by the current Commission will show an attempt is being made to achieve some element of fairness. Thank you.

Respectfully Submitted

Jim Mirro

President, Coryell Park Assn.

Birmingham City Gov
Mayor Theresa Longe
T Clinton, K Schafer, A Haig, B Host A Long, J Emerine
Municipal Building
151 Martin Street
Birmingham, MI 48009-3368

October 11, 2025

RE: Our Feedback. My wife's and I (unpleasant-stressful) experience today in your downtown Birmingham

Dear Mayor and city commissioners:

In summary:

Preface: I am 81 years old, a proud US Army Veteran and declared H/C (and on my license plate) and have a VA service-connected disability.

This morning my wide said let's travel to downtown B Birmingham for a nice day to shop and eat.

Before leaving our home, we thought it said, [yes very confusing) no parking fees Mon to Friday. Then another said in the Shopping Dist. Then this Parking Information Then this: The City of Birmingham has available accessible parking throughout downtown. In the parking decks, there are several **ADA parking spaces** at each location conveniently located near curb ramps and elevators. For on-street metered parking, accessible parking locations can be easily located on every block with posted signs and markings throughout the downtown area.

Yes, overwhelming to us, esp. at our old age.

Retuning from Florida, now living in Clinton Township, there is a FS that anyone who has a H/C on their designate Lic Plate, on any street, there is no parking fee.

FS in Florida no parking charge if H/C

In Florida, there is no parking charge for a disabled person who is using a handicap placard.

We thank the Florida state gov for enhancing (the ADA) those being H/C'd and not have to be stressed out with e.g. coin confusing meters, etc.

10D

So, we found a H/C space. We parking, and thinking today is Sat and being also H/C's to feed the machine wasn't necessary. We also notice many cars [not in the H/C spots] on the main street with NO time in the meter, red light blinking, okay, all seems to be okay.

Having to walk slowly, in a couple blocks saw a place called Leo's and had lunch, We said still be confused, not wanting a ticket, ask the server about if having pay the coin meter, she said I have no idea, I said please ask the Manager if on weekends. She said she thinks you have to feed the parking meters. We said, OMG, I have to obtain some quarters in the restaurant and walk way back to the car! NO fun, and hoping not to get their with a ticket. Note, it would have been much worse as said if in the winter time with snow and ice..

I only had 3 quarters to put in and said then 30 MIN, Ouch, 30 min, I then has to walk bac to Leo's and quickly eat my lunch, and then hurried back, not feeling well, again.

IN closing, not a good experience today and trust you all find this feedback **worthy of attention.**

Getting back to the car in time with 2 min to spare, **and worn out/stressed out ,** we said ***thats it***, and left and did no shopping

Headed home we saw the big Somerset Mall and there you can eat and shop not having to feed the meters or worry about getting a ticket.

Also, some other cities in fact have NO parking fees, meters to fed on weekends

Suggestion
So at least you could do is waive the Parking charge of H/C people 24/7 on any downtown street, veterans or not.

God Speed (please acknowledge this informative polite letter- thanks)

Norm Lupo
US Army Spec E-5 / 65 to 71 serving my country.
normlupo@outlook.com

Mr. Norman A. Lupo
40666 Orchid Trl
Clinton Twp, MI 48036

CC: Birmingham Bloomfield Chamber
725 S Adams Rd Ste 130
Birmingham MI 48009

October 22, 2025

TO: Birmingham City Commission, City Manager, City Clerk:

FROM: City Commissioner Brad Host

RE: Road and Infrastructure Priorities

Jim Mirro's letter included in our packet for Monday's meeting prompted me to share my thoughts regarding the issues of road improvement and infrastructure updates. As I've expressed over the last several months, our delay in considering better approaches to these pressing priorities continues to build frustration, disappointment and mistrust among our constituents. And from our scheduling discussion two weeks ago, it looks like these issues won't get on a future agenda until December or after the first of the year.

In August I sent out emails to residents encouraging their input and participation in a workshop on roads and infrastructure I thought was soon-to-be scheduled. Unfortunately, other matters pushed that back indefinitely. Those constituent communications (attached to this email) presented many of the creative ideas and new solutions I was hearing from deeply concerned citizens like Jim Mirro whose questions are not being answered while we kick these issues (literally) down the road.

Reviewing the public record of our Westwood, Arlington, Shirley and Wimbledon deliberations, it's clear we need a new approach. I'm confident we can come up with a decision-making framework that yields affordable solutions homeowners want, quickens the pace of our road improvement program, and builds back trust. The City should develop a template so that anyone living on an unimproved street can see what their options are regarding replacement road surfacing, curbs, sidewalks and other improvements, the cost associated with those options, the process by which their input will be received, and the process by which the final decision will be made.

Acknowledging the importance of this policy discussion and wanting to give Mr. Mirro's proposal fair consideration, I will be making a motion that the City pause its assessment notifications to residents living on Arlington and Shirley until this Commission completes a thorough review of our road improvement policies, procedures and pricing.

Looking forward to a constructive, open-minded discussion as soon as possible,

Brad

Attachments of August constituent messages follow:

A Community Message from Brimingham City Commissioner Brad Host

HERE'S WHAT I'M HEARING

Birmingham Residents Want Solutions to Sewer, Water and Roads

I hear from Birmingham homeowners almost every day that problems related to infrastructure and roads are their biggest concerns: wet basements, inadequate water pressure and streets that resemble moonscapes.

Updating our city's century-old water and sewer utilities and addressing our 25 miles of "unimproved" roads — where more than one third of our residents live — are also priorities for the City Commission. During my six years as a commissioner, these issues have been on our meeting agendas more than any other topic.

But residents also tell me that the pace of progress toward solutions to these problems has been way too slow. And they feel that their interactions with the City and Commission are far too contentious. Homeowners living on streets selected for construction have expressed confusion and frustration over existing policies, procedures and pricing.

Mandatory Infrastructure Updates Trigger Road Resurfacing, Assessments and Anger

Some quick history and background:

Until recently, the timing of road resurfacing was primarily determined by the people living on a particular street. Neighborhoods could petition the city to get on a construction schedule. But now the clock is set by the mandatory replacement of failing sewer and water pipes running under the streets, which requires digging into the road above, whatever its condition.

The City pays 100% of the costs of water and sewer replacement. Costs for road surfacing, however, are shared by the homeowner and city, 85/15, with the homeowner on the hook for the lion's share.

What's the rationale for this split, which is more unbalanced than most of our neighboring municipalities? The answer I usually get is, **"That's the way we've always done it."**

That's not very satisfying, especially to our youngest and oldest residents. Families with young children and retirees on fixed incomes tell me that even with the option to spread payments (with interest) over 10 years, they struggle to pay assessments that can climb into the tens of thousands of dollars on top of an already steep tax burden.

More than a few seniors facing these unanticipated costs have told me they may have to sell their homes and leave Birmingham, where they've lived for decades.

Homeowners Are Confused and Frustrated by Road Improvement Process

People understand the urgency of updating sewer and water lines and respect the city's responsibility to make sure these fundamental public services continue to function. It's the City's approach to repairing and paying for the road work that upsets them.

Homeowners tell me they feel like they have to fight to have their voices heard and preferences considered. They don't believe the City is adequately concerned about the costs of mandated road "improvements" or open to exploring resurfacing options that would better preserve the character of their neighborhoods.

This tension and mistrust boiled over during recent deliberations regarding the road work on Shirley, Arlington and Wimbledon. To the Commission's credit, we listened to the concerns of engaged residents and adjusted the city's proposed solutions to reflect homeowners' priorities and lower costs.

But the painful process left everybody unsatisfied.

I'm convinced that unless we change how we prioritize, program and pay for road resurfacing, anger will continue to grow, and it will take several decades to "improve" the 25 miles in need of immediate attention.

Homeowners Offer New Ideas and Approaches

I've heard a lot of good ideas from homeowners that deserve Commission attention. Here are four very interesting suggestions I'm going to get on the table at our next Commission meeting:

1. **OPTIONS:** Create a framework that would allow homeowners (by majority vote) to select from approved road improvement options. The city would present its recommended solution and provide estimated costs for alternative paving materials (cape seal, asphalt, concrete), curbs, sidewalks and changes to road widths.

2. **INCENTIVES:** Recognizing the benefits of upgrading our cape seal streets, adopt a revised cost-sharing formula to incentivize improvement. Streets opting to resurface with cape seal would continue to pay 85% of the assessment. Upgrading to asphalt or concrete, as well as adding curbs and sidewalks, would change the formula to 50/50.

3. **RELIEF:** Increase the time homeowners have to pay off road improvement assessments from 10 to 20 years. (One of our neighboring communities allows 15.)

4. **COMMON SENSE:** Revise our policy of setting the assessment payment interest rate at prime **plus one** percent. These loans are made to our residents by our residents. We should not be charging ourselves a 100-basis-point handling fee for a loan we're giving ourselves.

To Get to Solutions, Your Voice Must Be Heard

You can help us get to solutions, by sharing your thoughts on these four proposals and other ideas you have at engage.bhamgov.org. Your voice is critical to progress! Consider joining us in person or online at one of our Commission meetings. They're held the second and fourth Mondays of each month at 7:00 pm in the Commission Room on the second floor of the Municipal Building, 151 Martin Street. And you can find me at the Birmingham Farmers Market most Sundays from 11:00 to noon.

Pardon the pun, but we can't keep kicking these critical issues down the road.

Brad Host

Birmingham City Commissioner

PS: These thoughts are mine and do not necessarily reflect the positions of my fellow Commissioners or the City of Birmingham.

More Ideas for Solutions to Infrastructure and Road Issues

Earlier this month, I asked residents to send me recommendations for solving our city's pressing water, sewer and road improvement problems. Recognizing that these are the concerns I hear most from homeowners, I want to get your ideas in front of the City and City Commission for review and action.

The response has been terrific. Here are five more suggestions I received since my last communication:

1. **Builder Accountability**: Increase the bond the City requires from home builders to assure adequate payment for any damage they do to roads from $5,000 to $10,000 or $15,000.
2. **Improved Communication**: There is dissatisfaction with the timeliness and coordination of the communication homeowners receive from the City during periods of infrastructure replacement and road construction. Many residents have asked that we review this function to identify opportunities for improvement.
3. **Enforcement of Truck Restrictions**: With all the home building and other construction underway throughout our city, residents are complaining about the dangers and damage being done to roads in residential areas by unpermitted cut-through truck traffic. Better enforcement of the restrictions placed on these heavy vehicles would help address this issue.
4. **Project Efficiencies**: Homeowners want the City to consider lumping more streets together at one time in an area scheduled for infrastructure and road improvements to achieve cost and time savings. They want an assessment of the logistical and financial considerations standing in the way of this efficiency.
5. **Save Our Trees**: I hear almost every week from homeowners concerned about threats to the magnificent tree canopies that define the character of their neighborhoods. Residents fear that road improvement planning does not adequately respect this irreplaceable asset. The establishment of a citizen advisory board focused on the preservation of our trees is a recommendation they would like the City and Commission to consider.

Your Voice and Participation Will Get Us to Solutions

Thanks to everyone who has reached out to me. And please share your thoughts on these and other ideas at engage.bhamgov.org. Your voice is critical to progress! Consider joining us in person or online at one of our Commission meetings. They're held the second and fourth Mondays of each month at 7:03 pm in the Commission Room on the second floor of the Municipal Building, 151 Martin Street. And you can find me at the Birmingham Farmers Market most Sundays from 11:00 to noon.

Brad Host
Birmingham City Commissioner
PS: These thoughts are mine and do not necessarily reflect the positions of my fellow Commissioners or the City of Birmingham

GREENWOOD CEMETERY ADVISORY BOARD

2024/2025 ANNUAL REPORT

October 2025

Linda Buchanan, Chair
Linda Peterson, Vice Chair
Laura Schreiner
Margaret Suter
Paul Connell
Jacquie Patt, resigned 12/7/2024
Joseph Vercellone, resigned 12/9/2024

INTRODUCTION

The Greenwood Cemetery Advisory Board (GCAB) was established by the Birmingham City Commission on October 13, 2014. The board is charged with the duty of submitting a report to the City Commission on an annual basis of the general activities, operation and condition of the cemetery for the preceding 12-month period. The GCAB Annual Report includes a summary and update of the cemetery's status, related finances and the GCAB's planned activities for the next fiscal year.

In alignment with the City's fiscal year, the current GCAB report covers the period from July 1, 2024 through June 30, 2025.

DRAFT

11C1

GENERAL ACTIVITIES

Meetings

The GCAB is required to meet at least quarterly. During the report period, the board met this requirement by conducting meetings on the dates listed below:

Q1
September 6, 2024
Q2
October 11, 2024
December 6, 2024
Q3
February 7, 2025
March 7, 2025
Q4
May 2, 2025

2024/2025 Accomplishments

- Produced the 2024-2025 Annual Report
- Recommended that ten graves be released in December 2024 and an additional 30 graves be released in March 2025
- Evaluated grave prices, noting no changes were needed at this time
- Discussed opportunities for a columbarium in the cemetery
- Advocated for a budget expenditure request of $17,500 for cemetery preservation efforts in FY 2025-2026. Funds were allocated to the cemetery maintenance fund adopted by the City Commission on May 19, 2025

DRAFT

OPERATION

Sales and Financial Information

On December 1, 2019, Creative Collaborations, LLC became the transitional provider for cemetery services, with the exception of grounds maintenance, which is provided by the City's Department of Public Services. On May 1, 2020, Creative Collaborations entered into a one-year renewable contract with the City to provide cemetery services on an ongoing basis. Grounds maintenance continues to be provided by DPS with ongoing communication and collaboration between Creative Collaborations, DPS, and the City Clerk's office.

On January 14, 2019, the City Commission approved a payment plan policy for cemetery plots that requires full payment within 24 months. During the 2024-2025 fiscal year, no new payment plans have been initiated. The Clerk's Office and Treasurer's Office monitors active payment plans. Plots under a payment plan are considered sold for purposes of availability unless the plot becomes available again in the event of a purchaser default.

Beginning December 1, 2019, Creative Collaborations, LLC, remits 100% of revenue to the City, which then makes payments to the contractor for services performed.

Grand Totals				
Fiscal Year	2021-22	2022-23	2023-24	2024-25
Sales in B	3	5	7	19
Sales in C	3	10	3	1
Sales in Other	0	1	0	0
Resident Purchases	2	4	2	9
Non-Resident Purchases	4	12	8	11
Payment Plans Initiated	0	0	3	0
Total Graves Sold	**6**	**16**	**10**	**20**
Transfer of Ownership Filed	6	7	5	5
Additional Burial Rights	5	6	3	1

DRAFT

Grave Releases

4/26/21	The City Commission approved the recommended release of Section B, Rows 17-C, 16-C, 15-C & 14-A for a total of 38 Graves (9 of which are obstructed)
12/23/21	The City Commission approved the release of one grave in section B, row 2-A for an at-need situation for a family with adjacent space.
8/15/22	The City Commission approved the release of one grave in section B, row 12-A, for an at-need situation for a family with adjacent space.
7/24/23	The City Commission approved the release of the 88 available graves suitable for burial in the flush rows in Section B, and directed Greenwood Cemetery Advisory Board to evaluate the fee schedule again for plot costs after 20% of these plots have been sold which would equate to 18 spaces.
12/6/24	The Cemetery Board authorized the sale of 10 graves.
3/7/25	The Cemetery Board authorized the sale of 30 graves.

Notes on Obstructed Graves

1/29/21	Creative Collaborations noted that graves 1 & 2 in Section C rows 18-A & 19-A are not able to be used due to obstructions.
3/25/21	DPS noted that graves in row 19-A 1,2,13,14,16 are obstructed by trees.
4/23/21	DPS noted Row 17-C: Graves 9 and 11 are affected by a 16" Red Maple located at the east edge of both graves. Row 15-C: Grave 5 is obstructed by a monument on the east edge. Grave 10 has a 16" Cedar (Eastern Arborvitae) obstructing it. Grave 17 has a marker on the east edge that is encroaching onto the grave site. Row 14-A: Graves 15 and 16 have a large shrub located over both sites. Graves 17 and 19 are obstructed by a large monument located east of them.
5/31/23	A field survey was completed for the following lots: A-1, 2-D, 3-A, 4-A, 5-C, 6-C, 7-D, 8-C, 9-D, 10-A, 11-A, 12-A and 13-A. Of the 312 graves surveyed 189 of them are sold. There are 8 graves unsuitable for burial due to historic memorials. At this time there are 43 graves unsuitable for burial due to trees and tree roots. These graves would become suitable when the trees are removed should the City wish to make them available for sale. There are a total of 72 graves suitable for burial.

Price Increases

4/12/22	The City Commission approved the grave price increase for plots that can accommodate one full burial from $3,000 to $4,000 per plot. All graves sold in the 2021-22 FY were at the rate of $4,000 per grave.
7/24/23	The City Commission approved the grave price increase for plots that can accommodate one full burial from $4,000 to $6,000 per plot. All new sales after 7/24/23 are subject to the new rates as indicated in the fee schedule.
3/7/25	The Greenwood Cemetery Advisory Board affirmed the current fee schedule for the price of graves.

DRAFT

Grave Sales Detail, July 2024 - June 2025

Greenwood Cemetery Sales and Availability				
	Sec B	Sec C	Resident	Non-Resident
July 2024	4	0	2	2
August 2024	0	0	0	0
September 2024	0	0	0	0
October 2024	0	1	0	1
November 2024	1	0	0	1
December 2024	2	0	0	2
January 2025	1	0	1	0
February 2025	3	0	1	2
March 2025	0	0	0	0
April 2025	0	0	0	0
May 2025	2	0	2	0
June 2025	6	0	3	3
Total Sold	**19**	**1**	**9**	**11**
Available Under Current Authorization (20% of remaining inventory)	**21**			
Total Available	**56**			

Notes: Plots in Sections B and C sold under a payment plan are included in the number of sales made for the quarter in which the payment plan was initiated. The remittance to the Perpetual Care Fund of payment for the plots is recorded in total in the quarter in which the final payment is made.

Section (total plots)	7/2015 - 6/2019	**7/2019 - 6/2020**	**7/2020 - 6/2021**	**7/2021 - 6/2022**	**7/2022 - 6/2023**	**7/2023 - 6/2024**	**7/2024 - 6/2025**	**TOTAL Number of Graves Sold To Date**	**Number of Graves Remaining** (obstructed)
B (408)	214	32	10	3	5	7	19	290	56 (62)
C (72)	8	10	9	3	10	3	1	44	0 (28)
Other					1				
TOTAL	222	42	19	6	16	10	20	334	56 (90)

Burials and Inurnments, July 2024 - June 2025

Burials and inurnment activity during the period can be used to understand utilization of graves and assist in planning for future sales.

Cremation vs. Burial: According to the National Funeral Directors Association 2024 Cremation and Burial Report, the 2024 cremation rate is projected to be 61.9% and the burial rate is projected to be 33.2%, the remaining 4.9% may be due to alternative methods such as green burials and scatter gardens, which are not available in Greenwood Cemetery. U.S. cremation rates are projected to increase significantly, reaching 82.1% by 2045, while burial rates are expected to fall to 13.3%. The City of Birmingham's 2024-2025 cremation rate is below the national average at 53% and the full burial rate is above the national average at 47%.

	Sec B		Sec C		Other		Total by Month	
	Full	Crem	Full	Crem	Full	Crem	Full	Crem
July 2024	2	0	0	1	1	1	3	2
August 2024	1	1	0	0	0	1	1	2
September 2024	0	1	0	0	0	1	0	2
October 2024	0	1	1	0	1	1	2	2
November 2024	2	0	0	0	2	0	4	0
December 2024	1	0	0	0	0	0	1	0
January 2025	0	1	0	0	0	1	0	2
February 2025	1	0	0	0	0	0	1	0
March 2025	0	0	0	1	0	1	0	2
April 2025	1	2	0	0	0	1	1	3
May 2025	1	0	1	0	0	0	2	0
June 2025	0	1	0	0	0	1	0	2
Totals	9	7	2	2	4	7	15	17

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Perpetual Care Fund

Revenues from grave sales are used to increase the Perpetual Care Fund (PCF) for Greenwood Cemetery, with investment earnings remaining with the PCF. Currently all cemetery care and maintenance is funded through the General Fund. Eventually the goal is for the perpetual care fund to be able to take over the financial burden of cemetery maintenance through interest accrued.

Detail for July 2024 through June 2025:

2024 Q Ending September 30	
Proceeds from cemetery plot sales and service fees	$ 32,200.00
Investment income	9,854.32
Revenue for Perpetual Care Fund	$ 42,054.32
2024 Q Ending December 31	
Proceeds from cemetery plot sales and service fees	$ 16,400.00
Investment income	12,039.96
Revenue for Perpetual Care Fund	$ 28,439.96
2025 Q Ending March 31	
Proceeds from cemetery plot sales and service fees	$ 32,600.00
Investment income	10,928.35
Revenue for Perpetual Care Fund	$ 43,528.35
2025 Q Ending June 30	
Proceeds from cemetery plot sales and service fees	$ 41,600.00
Investment income	11,160.25
Unrealized Gain	120,639.97
Revenue for Perpetual Care Fund	$ 173,400.22

Notes

1. An account was created within the General Fund to better track cemetery expenses by differentiating cemetery maintenance invoices from the maintenance of other City properties such as parks. This will allow the City to get a better estimate of costs that the Perpetual Care Fund will need to cover in the future.

2. The focus of the PCF is long-term growth. To achieve this goal, the fund is invested in equity investments near the maximum allowed by State law with no more than 40% of the amount invested in equities in any one asset class (large cap, mid cap, small cap) as per our investment policy.

3. The PCF is generating approximately enough funds to cover basic lawn maintenance and tree service based on current charges, but not enough for snow removal or other improvements to the cemetery.

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CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
INVESTMENT REPORT
6/30/2025

	PRINCIPAL	INCOME	TOTAL
BEGINNING BALANCE 6/30/2024	$ 1,212,197.54	$ 167,003.81	$ 1,379,201.35
SALE OF GRAVES	84,400.00	-	84,400.00
CAPITAL GAINS (LOSSES)	-	-	-
INTEREST/DIVIDENDS	-	43,982.88	43,982.88
CHANGE IN MARKET VALUE	120,639.97	-	120,639.97
ENDING BALANCE 6/30/2025	$ 1,417,237.51	$ 210,986.69	$ 1,628,224.20

INVESTMENTS		
BOND MUTUAL FUNDS	$ 685,337.89	42.1%
EQUITY MUTUAL FUNDS	942,886.31	57.9%
TOTAL	$ 1,628,224.20	

CITY OF BIRMINGHAM
PERPETUAL CARE FUNDS
ANNUAL INVESTMENT REPORT
6/30/2025

	PRINCIPAL (NONSPENDABLE)		INCOME (SPENDABLE)		TOTAL
BEGINNING BALANCE 6/30/2024					
Pooled Funds	$ -		$ -		$ -
Bond Mutual Funds	480,851.99		113,528.08		594,380.07
Equity Mutual Funds	731,345.55		53,475.73		784,821.28
		$ 1,212,197.54		$ 167,003.81	$ 1,379,201.35
SALE OF PLOTS					
Bond Mutual Funds	41,200.00		-		
Equity Mutual Funds	43,200.00		-		
		$ 84,400.00		$ -	$ 84,400.00
CAPITAL GAINS (LOSSES)					
Pooled Fund	$ -				
Bond Mutual Funds	-				
Equity Mutual Funds	-				
		$ -			$ -
INTEREST/DIVIDENDS					
Pooled Fund			$ -		
Bond Mutual Funds			31,441.66		
Equity Mutual Funds			12,541.22		
				$ 43,982.88	$ 43,982.88
CHANGE IN MARKET VALUE					
Pooled Fund	$ -				
Bond Mutual Funds	18,316.16				
Equity Mutual Funds	102,323.81				
		$ 120,639.97			$ 120,639.97
ENDING BALANCE 6/30/2025		$ 1,417,237.51		$ 210,986.69	$ 1,628,224.20
INVESTMENTS					
BOND MUTUAL FUNDS	540,368.15		144,969.74		685,337.89
EQUITY MUTUAL FUNDS	876,869.36		66,016.95		942,886.31
TOTAL		$ 1,417,237.51		$ 210,986.69	$ 1,628,224.20

CONDITION

During the 2024-2025 fiscal year, the City's Department of Public Services has overseen cemetery landscape maintenance, which has included:

- Oversight of lawn mowing contractor including weekly cuts and spring and fall cleanup
- Oversight of forestry contractor for tree maintenance as directed by DPS
- Maintenance of the tree inventory program
- Lawn fertilization twice a year
- Burial topsoil and seeding: spring and fall
- As-needed general clean up: grave blankets, old flowers, fallen branches
- Trash removal: 2 to 3 times per week
- Maintenance of water system: start up, winterizing, and repair as needed
- Repair of turf as needed
- Snow removal
- Building/fencing/road maintenance as needed
- Storage building maintenance: door repairs

- $15,000 was allocated to restoring grave markers through Carter Preservation with oversight from the City Clerk and Creative Collaborations

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STRATEGIC PLAN

The Greenwood Cemetery Advisory Board adopted the following strategic plan on April 5, 2024:

BIRMINGHAM
A WALKABLE CITY

Greenwood Cemetery Advisory Board
Strategic Plan
Mission, Values, & 5-year Vision

Mission

The mission of the Greenwood Cemetery Advisory Board is to preserve, protect, and celebrate the rich historical, cultural, and natural heritage of the Historic Greenwood Cemetery. In respect to the ordinance establishing the parameters of the board, the board is committed to providing recommendations on modifying the rules and regulations as needed, recommending capital improvements to the Historic Greenwood Cemetery as needed, and examining future demands and making recommendations as to how to accommodate those demands. The board is dedicated to honoring the memories of those interred here, fostering an engaged and connected community, and ensuring the long-term sustainability and accessibility, while providing efficient and effective services that meet the current demands.

Values

1. Preservation: We value the preservation of Greenwood Cemetery's historical, architectural, and natural assets. We are committed to safeguarding its rich heritage, ensuring that future generations can appreciate its significance.
2. Service: Ensuring that exceptional service is available to plot owners and grieving families in Greenwood Cemetery is paramount as it not only honors the memory of their loved ones but also offers comfort, support, and a sense of dignity during their time of loss, fostering trust and lasting connections within the community.
3. Sustainability: We are committed to ensuring the long-term sustainability of Greenwood Cemetery. This includes responsible environmental practices, financial stewardship, and strategic planning to guarantee its continued role as a cherished community resource.
4. Community Engagement: We believe in actively involving the community in our efforts. We strive to engage with residents, local organizations, and stakeholders to promote a sense of ownership and shared responsibility for the cemetery's well-being.

What will the Historic Greenwood Cemetery look like in the next five years?

In the next five years, the Historic Greenwood Cemetery will continue to be beautifully maintained and well cared for. Visitors will encounter a serene landscape landscape, with preserved gravestones, monuments, and historical structures that tell the captivating stories of those interred here. Preserving the existing tree canopy is essential to maintaining the aesthetic beauty of our environment for future generations to enjoy. Educational programs and guided tours will offer immersive experiences, sharing the cemetery's rich history, cultural significance, and natural beauty with the community. Greenwood Cemetery will stand as a symbol of sustainability, with eco-friendly landscaping and energy-efficient amenities. Engaging community events will breathe life into the grounds, fostering a sense of belonging and remembrance. It will be a place where history thrives, where memories are honored, and where the spirit of preservation, education, and community truly flourishes.

What kind of accomplishments and projects will GCAB have made progress on in the next 5 years?

The accomplishments of the Historic Greenwood Cemetery Advisory Board over the next five years could include:

1. Restoration and Preservation: Undertaking significant restoration projects to repair and conserve gravestones, monuments, and historical structures within the cemetery, ensuring the physical integrity of the site.
2. Increased Community Engagement & Educational Initiatives: Expanding efforts to increase awareness of the cemetery as a City treasure and involve more community members in cemetery tours, educational programs, and volunteer initiatives. This includes expanding online resources and communications to educate the public about the historical, cultural, and natural significance of the cemetery.
3. Enhanced Accessibility and Wayfinding: Improving the accessibility of Greenwood Cemetery by implementing signage, and facilities that accommodate visitors of all abilities, making it more welcoming to a diverse range of individuals.
4. Sustainability Measures: Implementing sustainable practices within the cemetery, such as environmentally friendly landscaping, and water conservation to reduce its environmental footprint.
5. Financial Stewardship: Ensuring the financial stability of the cemetery by implementing effective strategies, seeking grants, and exploring revenue-generating partnerships.
6. Collaborative Partnerships: Maintain and expand on existing partnerships with local schools, historical societies, and other organizations to foster collaborative initiatives that benefit both the cemetery and the community.
7. Maintenance and Security: Continuing regular maintenance and considering security measures as needed to ensure the safety and tranquility of the cemetery, including regular landscaping and regular review and updates to the Greenwood Cemetery Operational Procedures, Conditions, and Regulations.

   In conclusion, these accomplishments would not only contribute to the ongoing preservation of Greenwood Cemetery but also promote its role as a valuable community asset, a place for reflection and learning, and a testament to the rich history of the City of Birmingham.

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PLAN FOR 2025/2026

The Greenwood Cemetery Advisory Board has prioritized the following action items for 2025-2026:

CRITICAL GOALS

Short Term

- ***Developing and Updating Policy***
    - The GCAB is interested in streamlining policy documents to ensure that all policy is held in one document, the Greenwood Cemetery Operational Procedures, Conditions, and Regulations. This includes incorporating new policy regarding restoration efforts on monuments and incorporating the policy on installing monuments for persons of historic significance.

Long Term

- ***Monitor the continued growth of the Perpetual Care Fund***
    - The GCAB monitors the growth of the Perpetual Care Fund and may propose strategies for increasing the funds growth in order for the fund to reach a point where the interest accrued can cover most or all of the general maintenance requirements of the cemetery.
- ***Monitor the demand for cemetery services***
    - The GCAB members review cemetery data in regards to sales, interments and inurnments and consider trends in order to suggest ways Greenwood Cemetery may need to adapt in order to meet future demands.
- ***Continue historic preservation efforts***
    - GCAB encourages efforts by the Museum Board, the Friends of the Birmingham Museum (a.k.a. the Birmingham Historical society) and other organizations to conduct projects that increase community engagement and preservation efforts.

DESIRED GOALS

Short Term

- ***Inventory of signs in Greenwood Cemetery***
    - In order to update and streamline communication and wayfinding within the cemetery, the GCAB wishes to inventory and evaluate all signage in the cemetery to determine if updated signage should be budgeted for.

Long Term

- ***Support Preservation Efforts and the Availability of Public Information Regarding the Cemetery***
    - GCAB supports the use of findagrave.com and the Museum's involvement with maintaining and updating records on the free public crowdsourced information platform. The findagrave.com platform is a sustainable and low impact way to make information available 24/7 regarding the location of individuals in the cemetery.
    - GCAB supports ongoing efforts to clean and restore historic graves within the cemetery which involves recommending budget requests for this type of work annually through the City's budgeting process which includes the annual budget hearing held by the City Commission. GCAB also welcomes assistance from outside agencies such as the Friends of the Birmingham Museum in raising funds to support preservation efforts.

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- *Determine Capital Outlay Projects*
    - The GCAB may discuss and study the potential benefits of a capital outlay project. The GCAB will provide a recommendation and report to the City Commission if a capital outlay project is identified.
- *Explore Above Ground Columbarium Opportunities*
    - With the limited space in the cemetery and shifting demand towards cremation and inurnments, GCAB wishes to explore the costs, benefits, and opportunities for installing a columbarium.
- *Review and update Greenwood Cemetery Operational Procedures, Conditions and Regulations*
    - The GCAB spent a considerable amount of time in the 2021-2022 FY reviewing and updating the rules and regulations. The board will conduct an annual read through to ensure that the document meets the cemetery's current operational needs.

SUMMARY AND RECOMMENDATIONS

Grave sale activity primarily occurs in the newly laid out plots in B and C and is closely monitored by the City Clerk's office.

480 Total Graves in Sections B & C	Section C	Section B	Total
Obstructed – Temporary (trees/roots)	2	50	52
Obstructed – Permanently (monument)	26	12	38
Owned	44	290	334
Available	0	56	56

The GCAB, Clerks Office, DPS, Museum, and Creative Collaborations, the City's contracted cemetery service provider, continue to work together to preserve the historic charm and ambiance of Greenwood Cemetery while ensuring that the highest standards of maintenance and service are being provided. The GCAB will continue to monitor data as provided by the City Clerk, work on their goals as laid out in this document, and make recommendations for future grave releases and/or improvements for the preservation and operation of the Historic Greenwood Cemetery.

The cemetery is in a state of slow growth and preservation.

For the 2025-2026 FY, the GCAB is encouraged to continue working on the goals as identified in this report at their regular meetings which occur at least quarterly per City Code. Recommendations made by the Greenwood Cemetery Advisory Board will be presented to the City Manager's Office for further direction and implementation.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: October 22, 2025

TO: Jana Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Greenwood Cemetery Advisory Board (GCAB) Ordinance and Membership

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INTRODUCTION:
Mayor Pro Tem Baller pulled consent agenda item J, the resignation of Greenwood Cemetery Advisory Board Member Paul Connell at the October 6, 2025 regular meeting of the City Commission. This action sparked a discussion regarding the residency requirement of GCAB and various other boards.

The City Code dictates the required composition of the Greenwood Cemetery Advisory Board (GCAB) as follows:

Chapter 34 – Cemeteries, Article II – Greenwood Cemetery, Sec. 34-30 – Establishment of the Greenwood Cemetery advisory board (a)

> *(a) Composition. There is hereby established the Greenwood Cemetery advisory board for the city which shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The city manager or his/her designee shall serve as ex officio, non-voting members of the board.*

BACKGROUND:
The GCAB has maintained vacancies on the board over the last year. Two members of the Greenwood Cemetery Advisory Board resigned in December 2024 and there have not been any qualified candidates to fulfill those roles in the past 11 months. One of those members resigned due to work schedule conflicts because of the board's Friday morning meeting time. This member had been more available to attend when board members were allowed to serve on boards virtually on Zoom.

Additionally, at the September 5, 2025 GCAB meeting, another member of the board was obligated to resign due to no longer being able to fulfill the residency requirement as dictated by city code. Since this member's resignation he has been participating as a member of the public.

The current needed quorum for a board of seven is four members. Given the current state of the roster, all four of the existing members must be present for the GCAB to be able to conduct business. Meeting times are not mandated by the ordinance but traditionally the meetings are held at 8:30 a.m. on the first Friday of the month. The board is required to meet at least once per quarter.

At the last GCAB meeting held on Friday, October 3, 2025, the board discussed the number of vacancies and possible solutions to their present vacancy issue.

The board was asked to discuss the following options below and propose any other viable solutions.

- Changing the meeting date and time to potentially increase availability and participation of potential board members and members of the public.
- Allowing no more than half of the board membership (three of seven) to consist of non-residents with an interest in the cemetery or skills/qualifications that would benefit the board.
- Reducing the board membership to five members, leaving one vacancy for now and a new minimum for quorum of three members.

The board affirmed that:

- GCAB prefers to keep the board size of 7 members as they value having 7 perspectives.
- GCAB prefers to keep their traditional first Friday of the month at 8:30 a.m. meeting time.
- A majority of the board wishes to keep the residency requirement for now.
- The board affirmed that they will talk to their neighbors and friends to increase efforts to recruit potential board members.

It was also realized that there may not be any cemetery professionals living within city limits.

LEGAL REVIEW:
The City Attorney will be consulted and assist in preparing any proposed ordinance amendments for the City Commission to consider.

FISCAL IMPACT:
None.

SUSTAINABILITY:
None.

DESIGN CONSIDERATIONS:
While GCAB opined on ways to potentially redesign the board, there is no recommendation from GCAB to restructure the board at this time. The City Commission may still request City staff to prepare an ordinance amendment to restructure GCAB.

PUBLIC COMMUNICATIONS:
All meetings are noticed pursuant to the Open Meetings Act. Members of the public are welcome to attend and make comment at meetings in the public comment sections and as invited by the presiding officer.

SUMMARY:
GCAB engaged in a discussion to confirm their recommended meeting dates and times to best accommodate participation and consider potential ordinance changes that could be presented to the City Commission for Consideration that could improve the board's membership and ability to function.

At this time GCAB did not want to advance any recommendation to the City Commission in regard to considering ordinance amendments that would alter the makeup of the board.

The City maintains 32 active boards with more than 224 board member positions. Fifteen of these boards require all members to be residents of the city, seven boards require a majority of residents and almost every board requires at least one resident. Only four boards do not have a residency requirement due to those boards having very specific professional expertise requirements.

ATTACHMENTS:
- Summary of city boards residency requirements and meeting frequencies

Board	Ordinance or Resolution	Membership	Residency Requirement	Meet Rate	Last Activity
Ad Hoc Senior Recreation Center	03-061-24	9 members A majority of the members shall be residents of Birmingham and qualified voters	Majority	almost weekly	9/3/2025
Advisory Parking Committee	10-232-23	9 members A majority of the members shall be residents	Majority	monthly	10/1/2025
Architectural Review Committee	04-104-05	3 members – Michigan licensed architects and residents	All	as needed	3/4/2021
Birmingham Area Cable Board	Ch. 30, Sec. 30-226	7 Birmingham residents 4 Beverly Hills residents 1 Bingham Farms resident	All	odd months	9/17/2025
Birmingham Shopping District	Ch. 82, Art IV, Div. 2, Sec. 82-92	1 City Manager 1 Resident within the district 1 Resident adjacent to the district 9 Representatives from businesses within with a majority who also have interest in the property located in the district	2 Residents	monthly	10/9/2025
Board of Building Trades Appeals	MCL 125.1514	3-7 Members as determined by the governing body, qualified by experience or training	Not required	as needed	unknown
Board of Review	Ch. 2, Art. V, Sec. 2-196	6 regular and 2 alternates All must be property tax payers and electors	All	annually	March 2025
Board of Zoning Appeals	Ch. 126, Art. 8	7 regular and 2 alternates All must be property owners and electors	All	monthly	8/12/2025
Brownfield Redevelopment Authority	04-123-05 MCL 125.2655	5 members, appointed by the Mayor	Not Required	as needed	12/6/2023

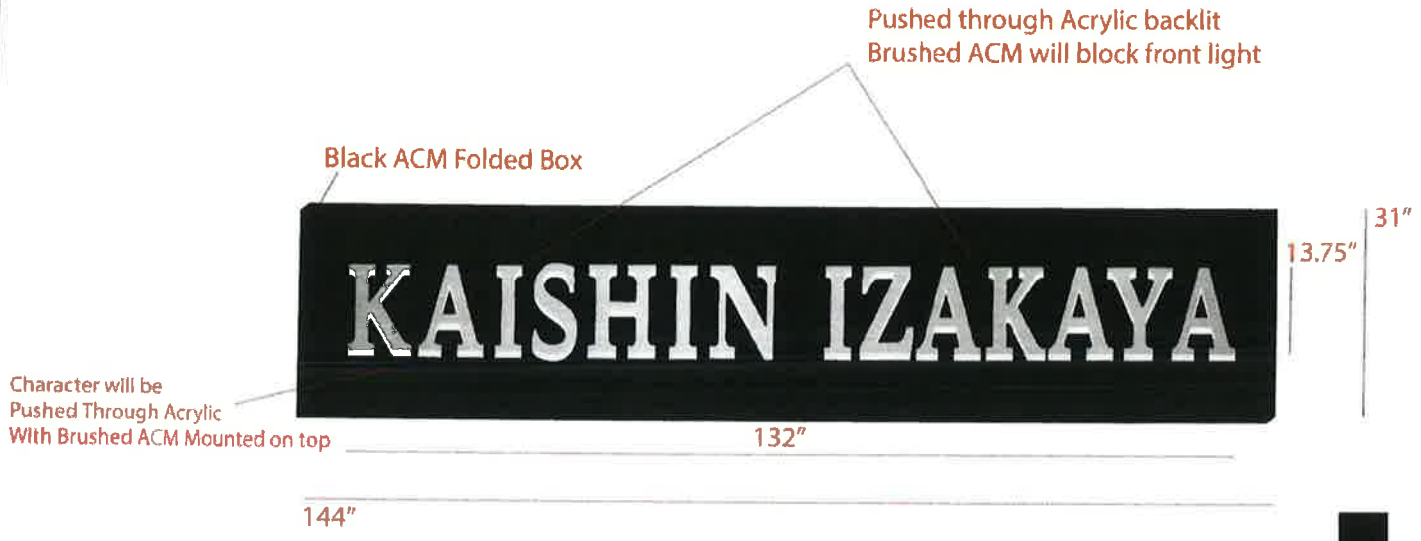
City Commission	Charter, Ch. III, Sec. 1-3	7 members, all must be electors of the city with at least one year of residency	All	bimonthly	10/6/2025
Design Review Board	Ch. 82, Art. V, Sec. 82-99	7 residents	All	bimonthly	9/17/2025
Ethics Board	Ch. 2, Art. IX, Sec. 2-325 (a)(1-4)	3 regular members and 2 alternates Must be residents with legal, administrative or other desired qualities.	All	as needed	11/15/2024
Environmental Sustainability Committee	Ch. 82, Art. VI	7 members, 2, alternates reside in City limits	All	almost monthly	9/15/2025
Greenwood Cemetery Advisory Board	Ch. 34, Sec. 34-30	7 members, must be Birmingham residents	All	at least quarterly	10/3/2025
Hearing Officer	Ch. 1, Sec. 1-17	1 regular and 1 alternate Residents with legal, administrative or other qualifications that will aid in their performance.	All	as needed	8/20/2025
Historic District Commission	Ch. 127, Sec. 127-6	7 members and 2 alternates Must reside in city limits Commission has 60 days to fill vacancies per ord.	All	bimonthly	9/17/2025
Historic District Study Committee	Ch. 127, Sec. 127-4	7 members, residency preferred but not required if candidate is an expert in the historic district topic. Commission has 60 days to fill vacancies per ord.	Majority preferred	as needed	9/18/2024
Housing Board of Appeals	Ch. 22, Sec. 22-313	7 members qualified by education or experience.	Not required	as needed	unknown
Library Board	Charter, Ch. XVI, Sec. 3	6 directors	All	monthly	10/3/2025
Martha Baldwin Park Board	Ch. 78, Art. III	4 members, electors of the city	All	as needed	4/27/2023
Multi Modal Transportation Board	Ch. 110, Sec. 110-26	7 members and 2 alternates, at least 5 shall	Majority	almost monthly	10/23/2025

		be electors or property owners			
Museum Board	Ch. 62, Sec. 62-26	7 members, 6 appointed by the Commission and 1 business owner appointed by the City Manager 1 alternate member All must be qualified electors	All	monthly	10/9/2025
Parks & Rec Board	Ch. 78, Art. II, Sec. 78-26	7 members and 2 alternates, all electors in the city	All	monthly	9/9/2025
Planning Board	Ch. 82, Art. II, Sec. 82-27	7 regular members, 2 alternates Must be residents located in the city	All	bimonthly	10/22/2025
Public Arts Board	Ch. 78, Art. V, Sec. 78-103	7 regular members, 2 alternates At least 4 members shall be residents	Majority	almost monthly	10/22/2025
Retirement Board	Charter, Ch. XIX, Sec. 3	Mayor, City Commissioner, City Manager, Citizen who is an elector, Police Member, Fire Member, General member Commission has 60 days to fill vacancies per ord.	1 Citizen	quarterly	9/2025
Retirement Health Care Fund Investment Committee	11-324-00	City Manager City Commissioner City Treasurer Citizen One non-supervisory employee	1 Citizen	quarterly	9/12/2025
Retirement Investment Committee	11-324-00	Citizen representative of the retirement board Citizen appointed by the mayor by and with the consent of the city commission City Treasurer	2 Citizens	quarterly	9/3/2025

Stormwater Utility Appeals Board	Ch. 114, Art. VI, Sec. 114-402 (e)	3 members, licensed professional engineers, not employed by the city	Not required	as needed	11/1/2018
Triangle District Corridor Improvement Authority	11-363-08	Mayor, 6 additional members 1 resident in the area, majority must have ownership or business interest in the area	Business Ownership/Interest 1 resident/minority	as needed	10/26/2021
Wayfinding	01-126-24	Planning Director City Manager Parking Systems Manager Communications Director BSD Executive Director Director of Public Services Member at Large Birmingham Shopping District Rep Public Arts Board Rep	Resident Minority/Staff Majority	as needed	9/8/2025
Ad Hoc Aging in Place Committee	09-209-23	Representative of NEXT Senior Health/Nutrition Elder Law/Estate Planning Gerontologist/Aging Specialist Intergenerational Connection Representative of Baldwin Library Representative of Birmingham Museum Majority shall be residents of Birmingham and qualified voters	Majority	monthly	1/22/2025

10-08-2025

Push Through Folded Box Sign



To Whom it May Concern:

Property Owner: Jeffrey A Isobe (Manager) Address: Merrillwood Collection 251 E Merrill St

I Jeffrey A Isobe, certify that work proposed to be done on the property listed above, has my approval according to the specifications attached.

Signature:

Signarama Farmington
31178 Grand River Ave
Farmington, MI 48336
248-957-1240

CLIENT: Kaishin Izakaya
ADDRESS:
P.O.#:
SALES PERSON: Bill
DESIGNER: Quinlan
Approval Signature:

KAISHIN IZAKAYA

IZAKAYA
KAISHIN

SAKE

Open Hours

Monday–Thursday: 11:30 AM – 10:00 PM
Friday: 11:30 AM – 10:30 PM
Saturday: 11:30 AM – 10:30 PM
Sunday: 12:00 PM – 10:00 PM

SASHIMI

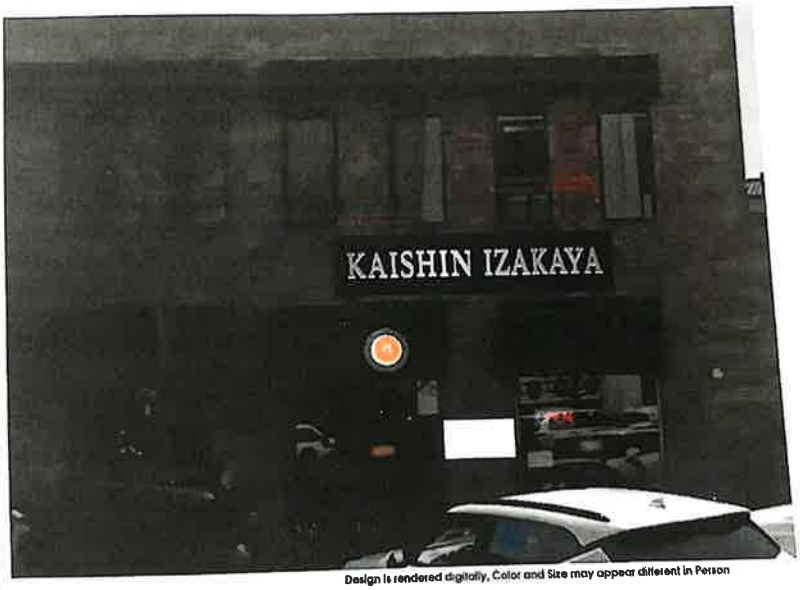
RAMEN

YAKITORI

HAND MAKI ROLL

10-08-2025

Push Through Folded Box Sign



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Farmington Signarama

31178 Grand River Ave
Farmington, MI 48336
248-957-1340

CLIENT: Kaishin Izakaya

P.O.#:

SALES PERSON: Bill

ADDRESS:

DESIGNER: Quinlan

Approval Signature:

ANAND Enterprises LLC
308 Longford Drive
Rochester Hills MI 48309
yogia1@gmail.com energyefficientbuild.com Mobile/VoiceMail:+1-248-766-1546
Computers - Education - Engineering - Networking
Yogi Anand, D.Eng, P.E.
Consultant
DUNs#78-471-2796 FED_ID# B-38-2862208

Sep-18-2024

ocument:
FarR2J2501ygs-REP01-250918

Ralph Faranso
Faranso, Ralph

email to:
ralph@afprop.com
johnm.marusicharchitecture@gmail.com

work: ; cell: 248-730-1800
ralph@afprop.com

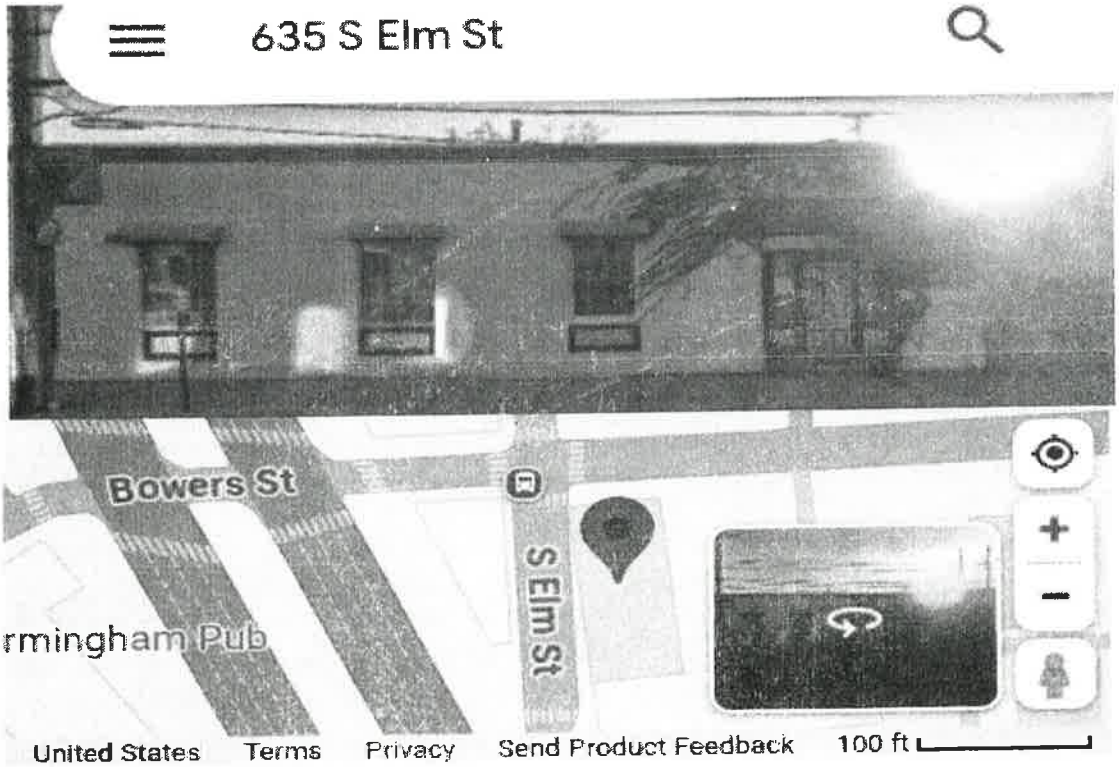
Subject ..... Engineering Services -- Structural Design Consulting

Reference... 635 Elm in Birmingham MI (Ralph Farnso Building) -- Structural Condition Evalation

For this Phase 1 report, I conducted a walk down inspection of the interior and the exterior of the single story building with peripheral block masonry walls with flat roof and wood frame construction on the inside. I found the building to have extensive damage in the interior of the building. I did not notice any major cracks in the block walls and no tell tales of problems with the foundation of the walls or roof leakage. Parts of the exterior are covered with greenery, exrterior block walls and the foundation, however appear to be structurally sound. A Phase 2 inspection is recommended when the building is cleaned up of all debris and greenery on wall surfaces.

The owner has plans to gut the interior of the building and use the shell of the building, especially the exterior walls to restore the building for gainful use. Details of the future plans are not available at this time, however I believe that the existing shell could be utilized with minmal modifications.

In the following I present the location plan and some pictures that I took during my field inspection.



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Yogi Anand, D.Eng, P.E.
Consultant
DUNs#78-471-2796 FED_ID# B-38-2862208

Sep-18-2024

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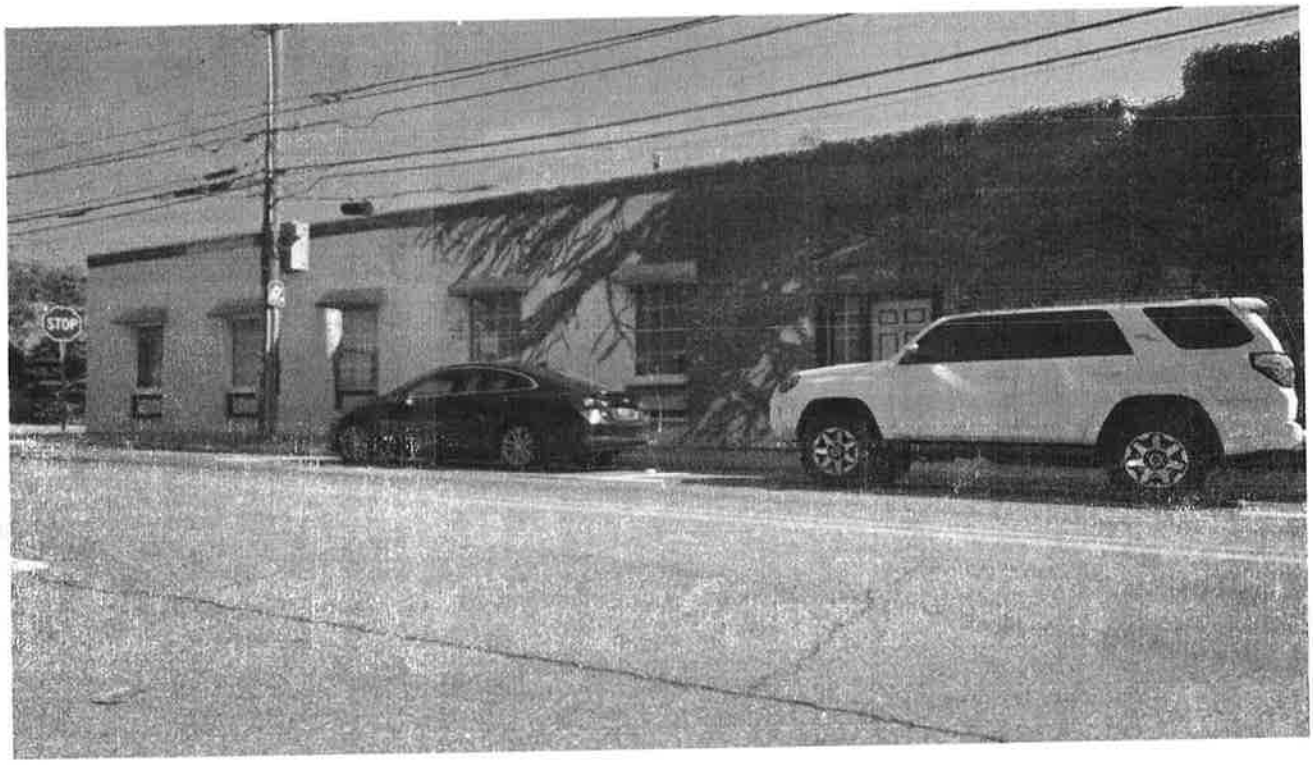
FarR2J2501ygs-REP01-250918

FIGURE 1



Notes:

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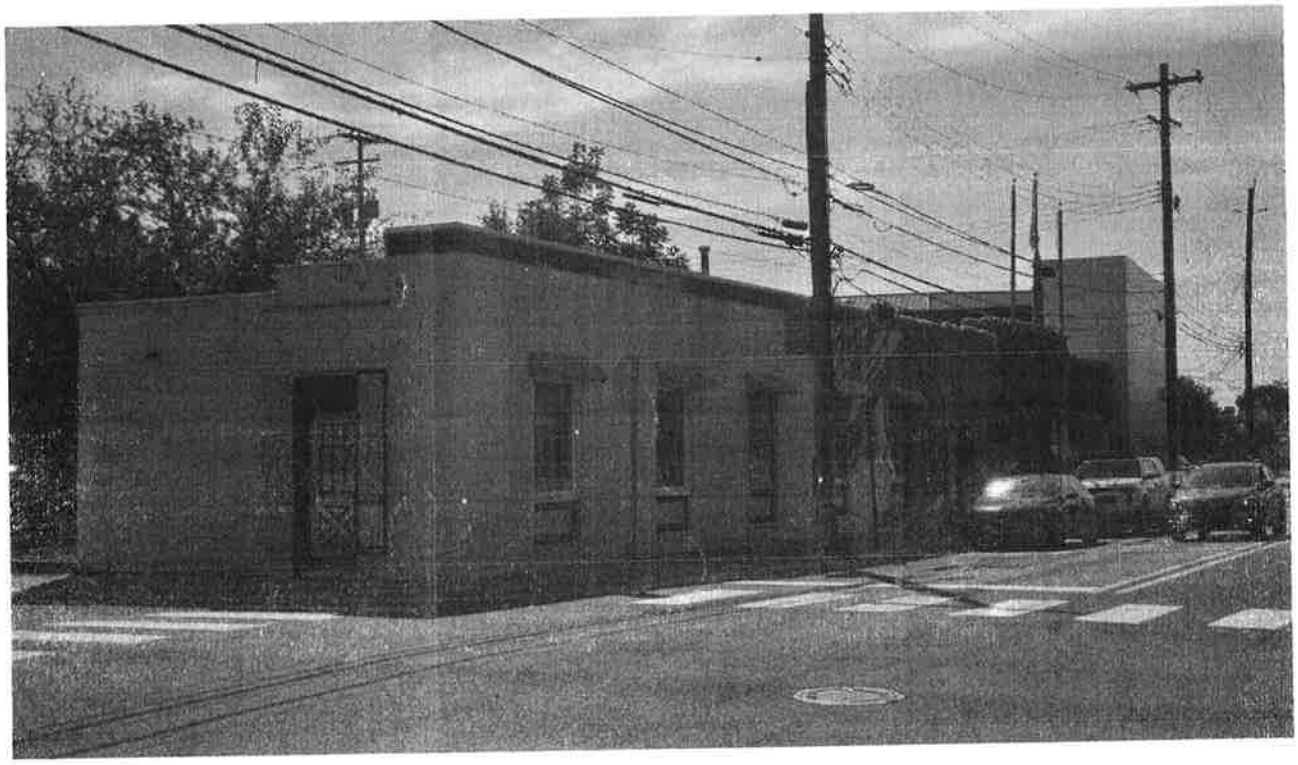
Consultant
DUNs#78-471-2796 FED_ID# B-38-2862208

FIGURE 2



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Yogi Anand, D.Eng, P.E.
Consultant
DUNs#78-471-2796 FED_ID# B-38-2862208

FIGURE 3

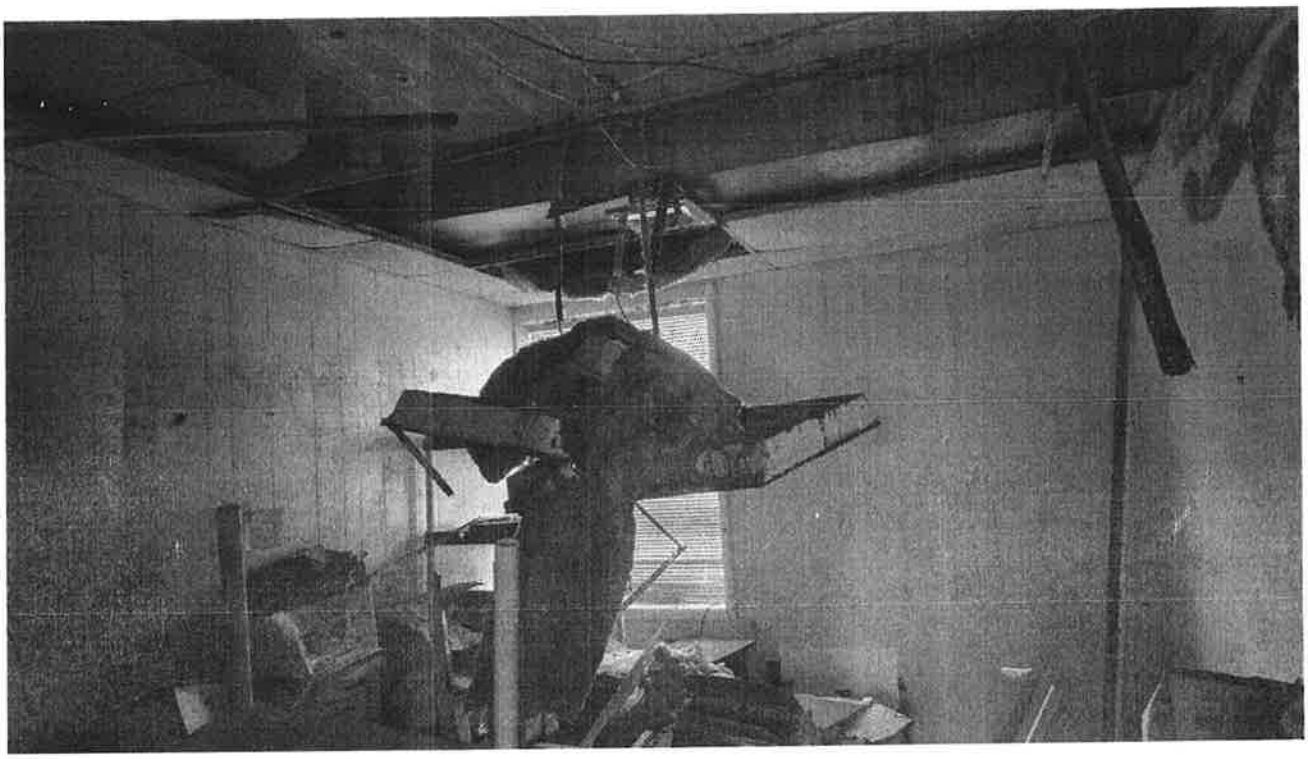

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FIGURE 4

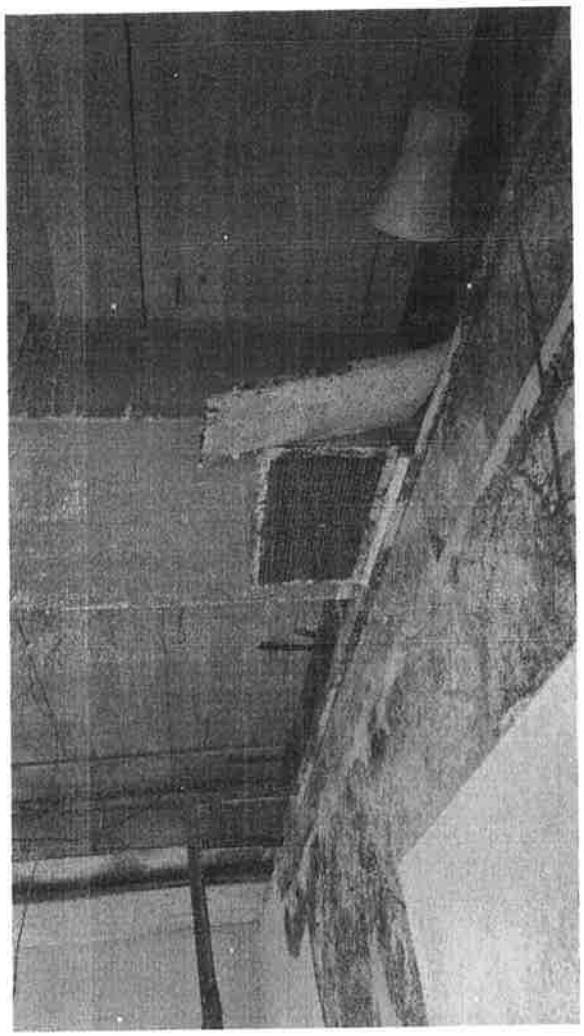

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FIGURE 5

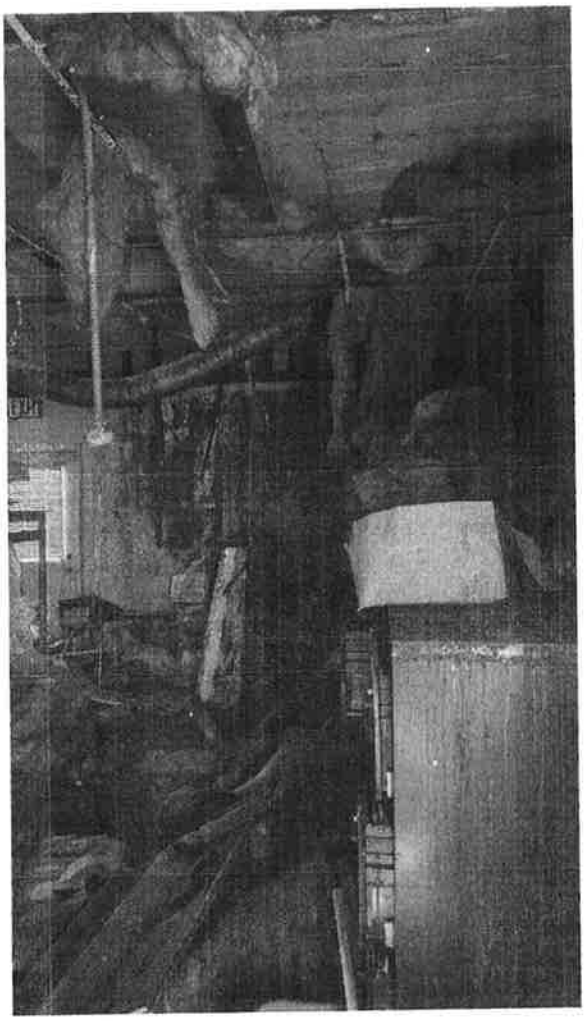

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FIGURE 6

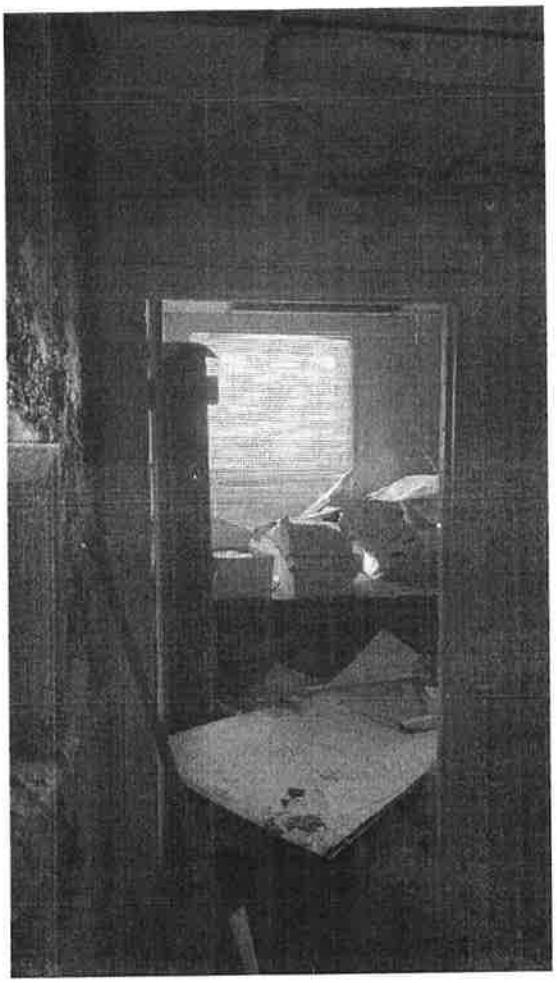

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FIGURE 7

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FIGURE 8

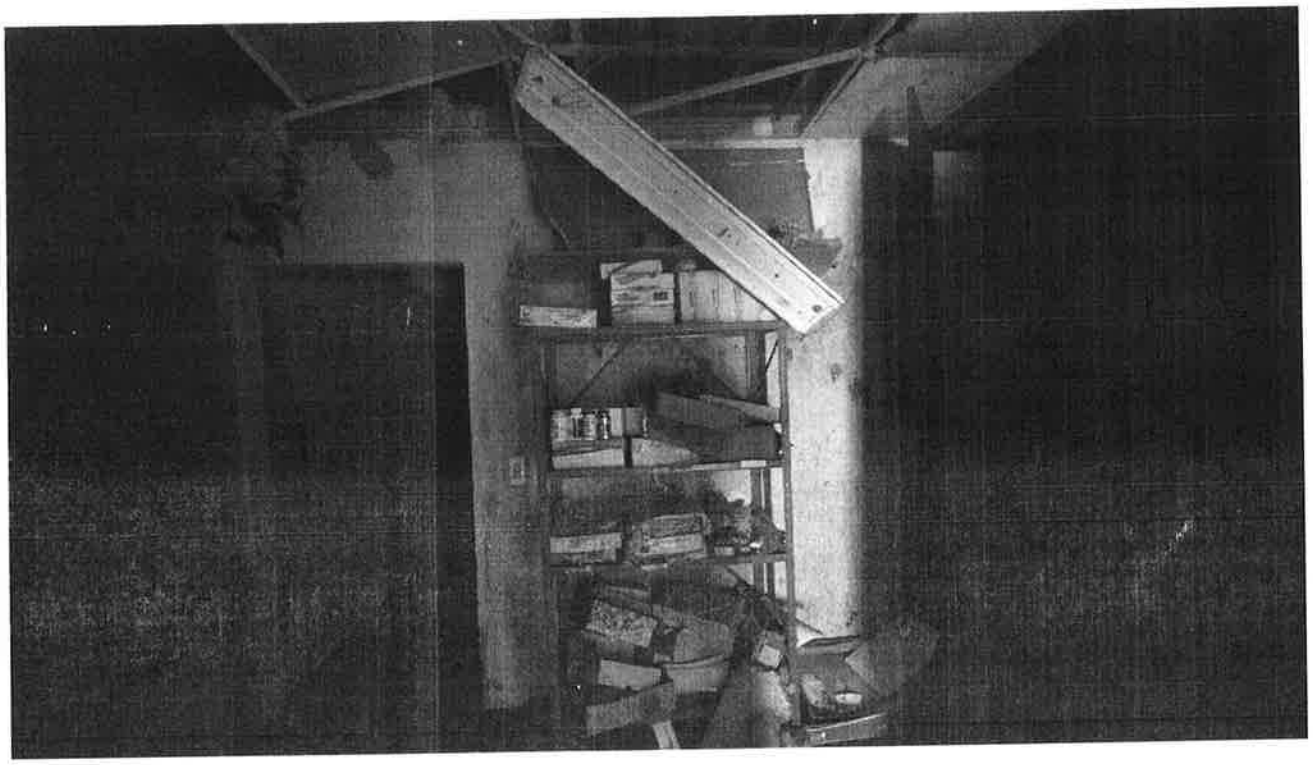

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FIGURE 9

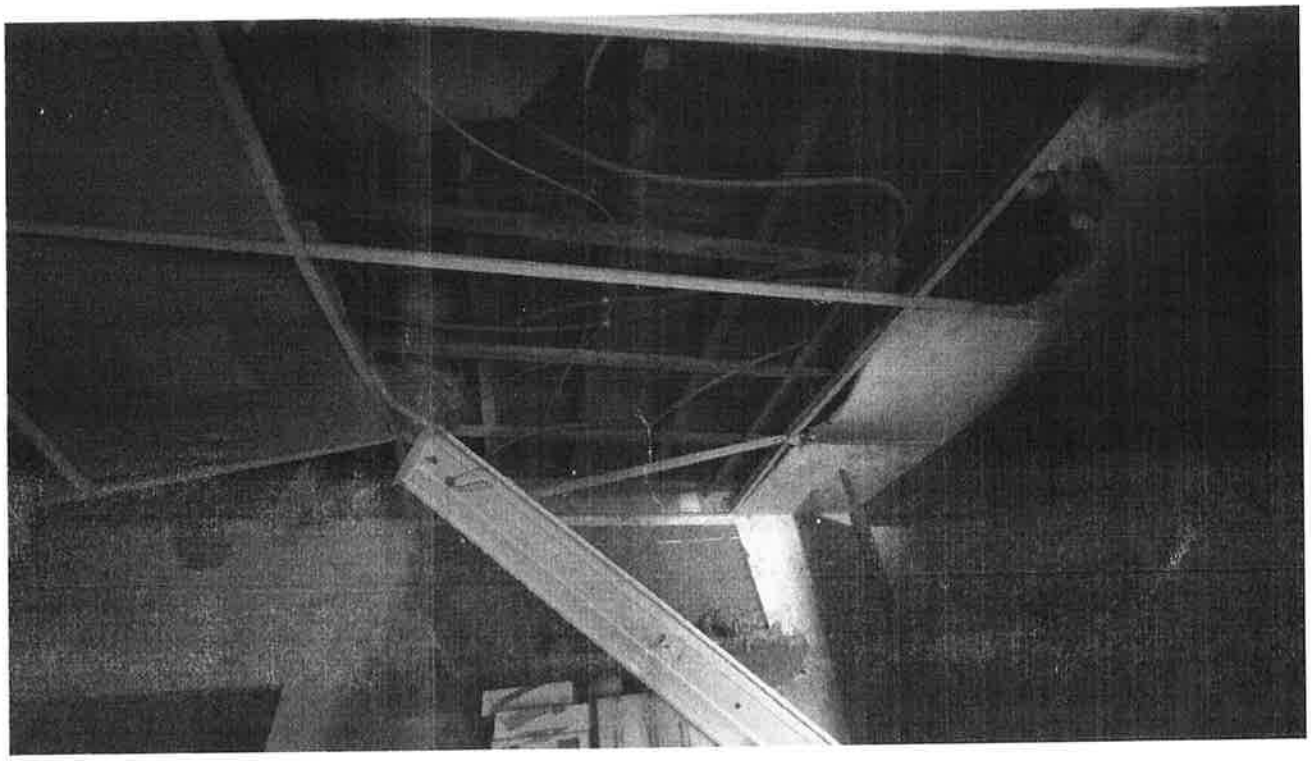

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FIGURE 10

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FIGURE 11

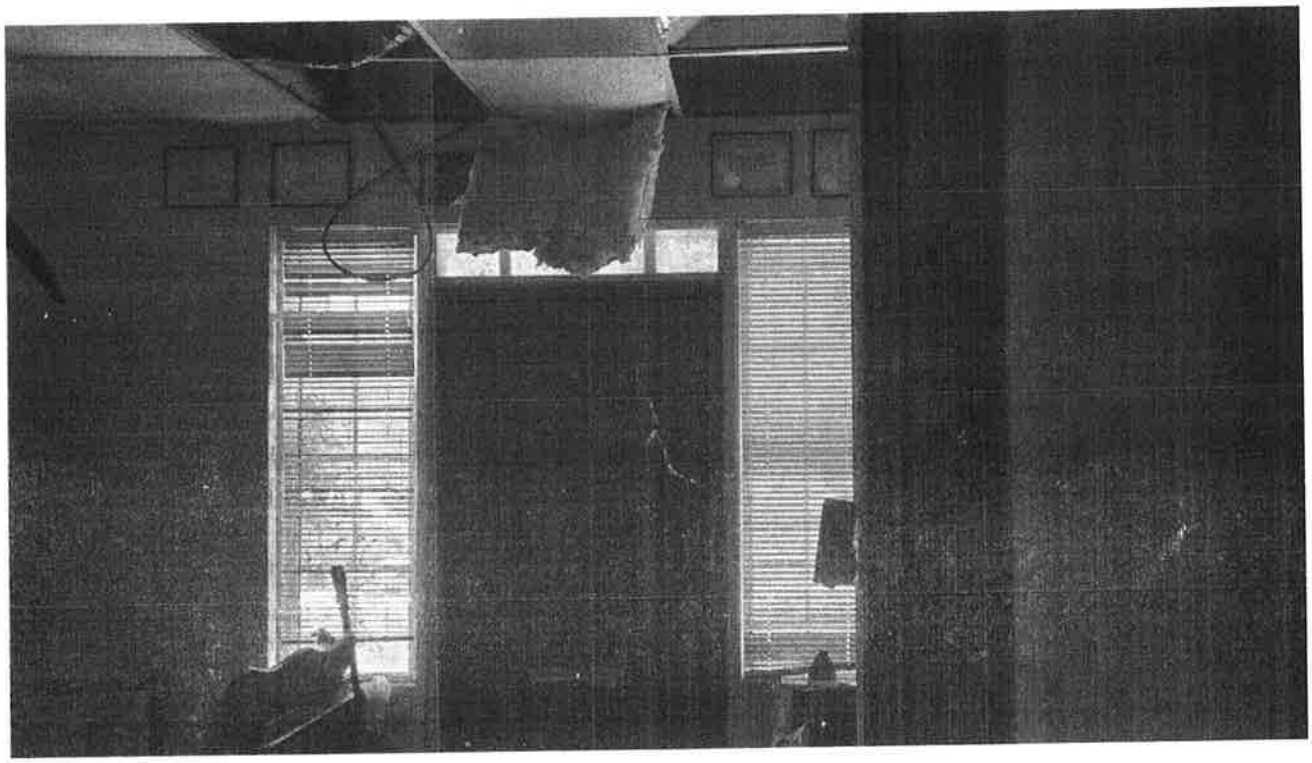

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FIGURE 12

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FIGURE 13

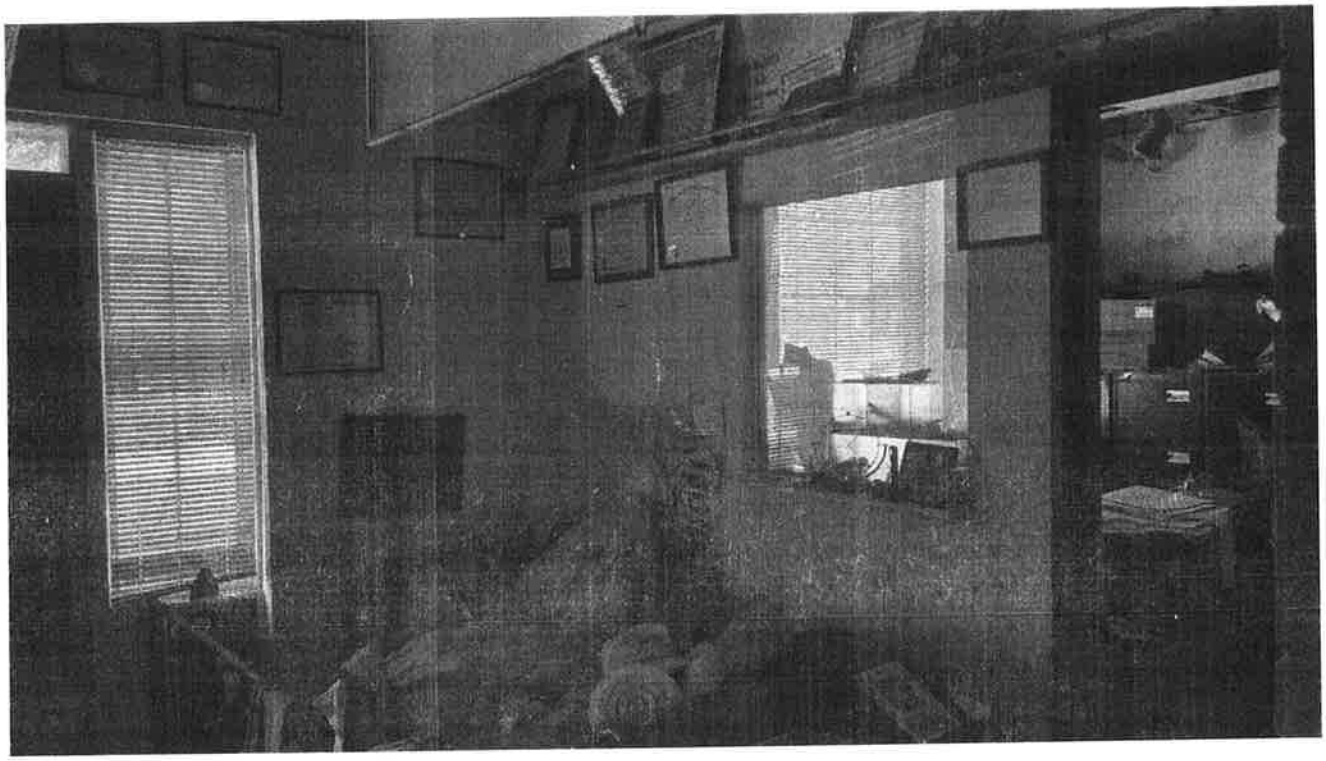

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FIGURE 14

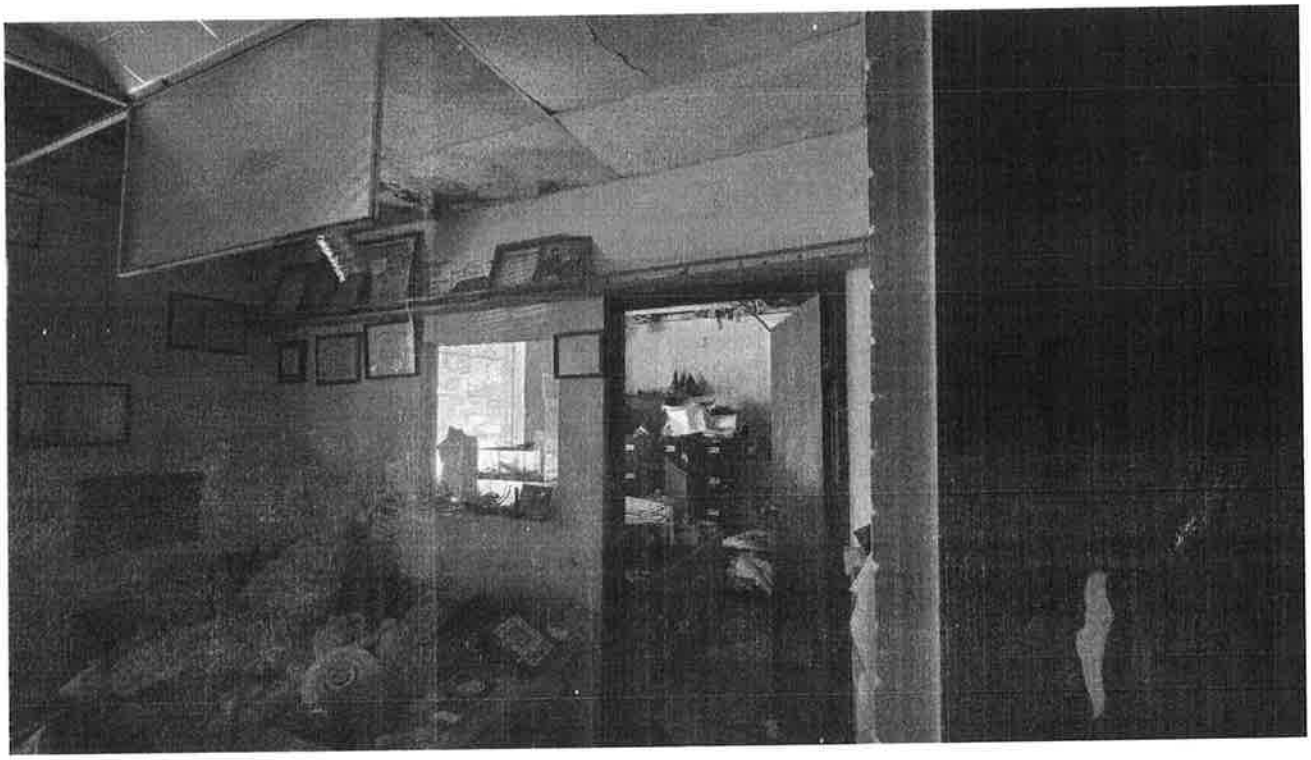

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FIGURE 15

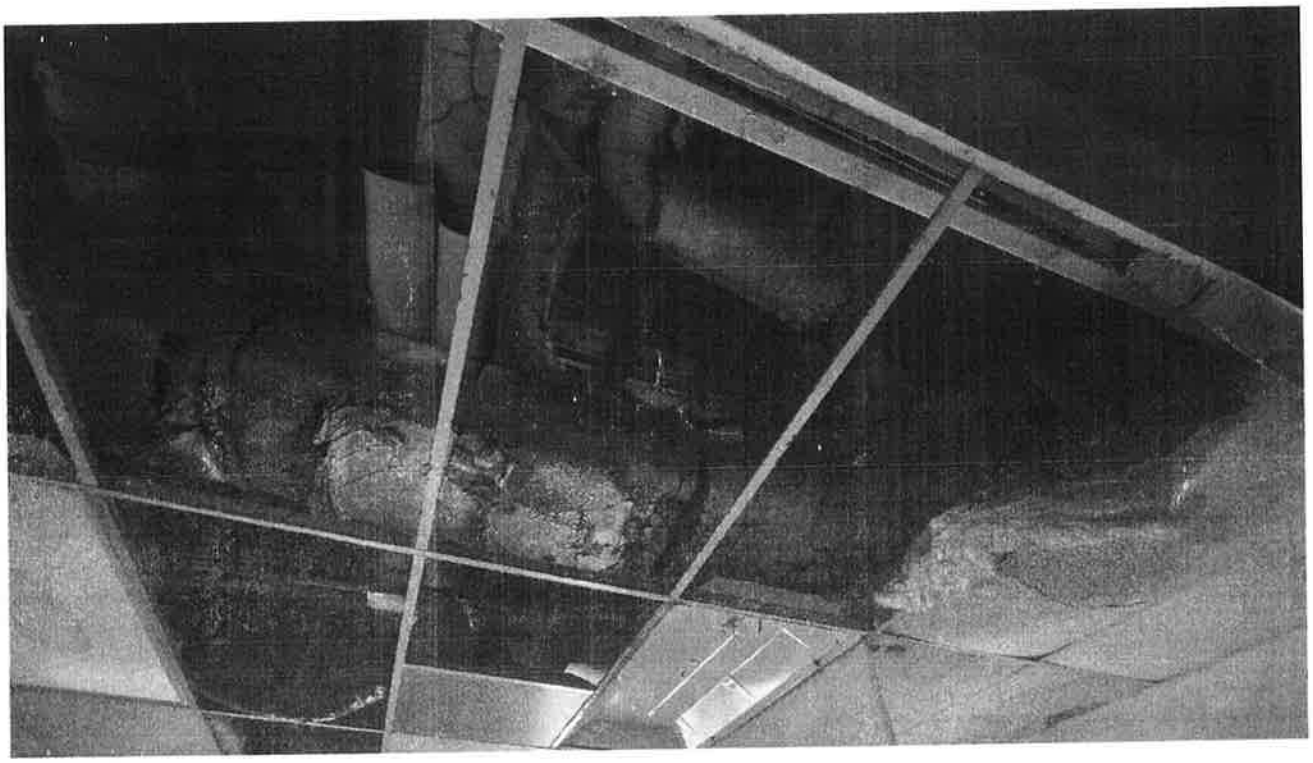

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FIGURE 16

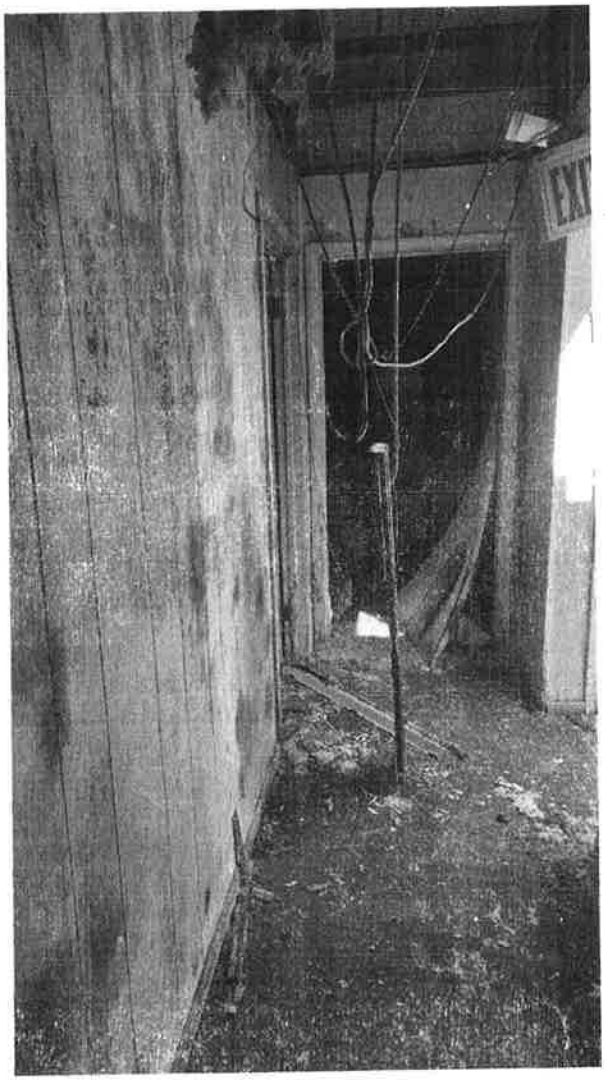

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FIGURE 17

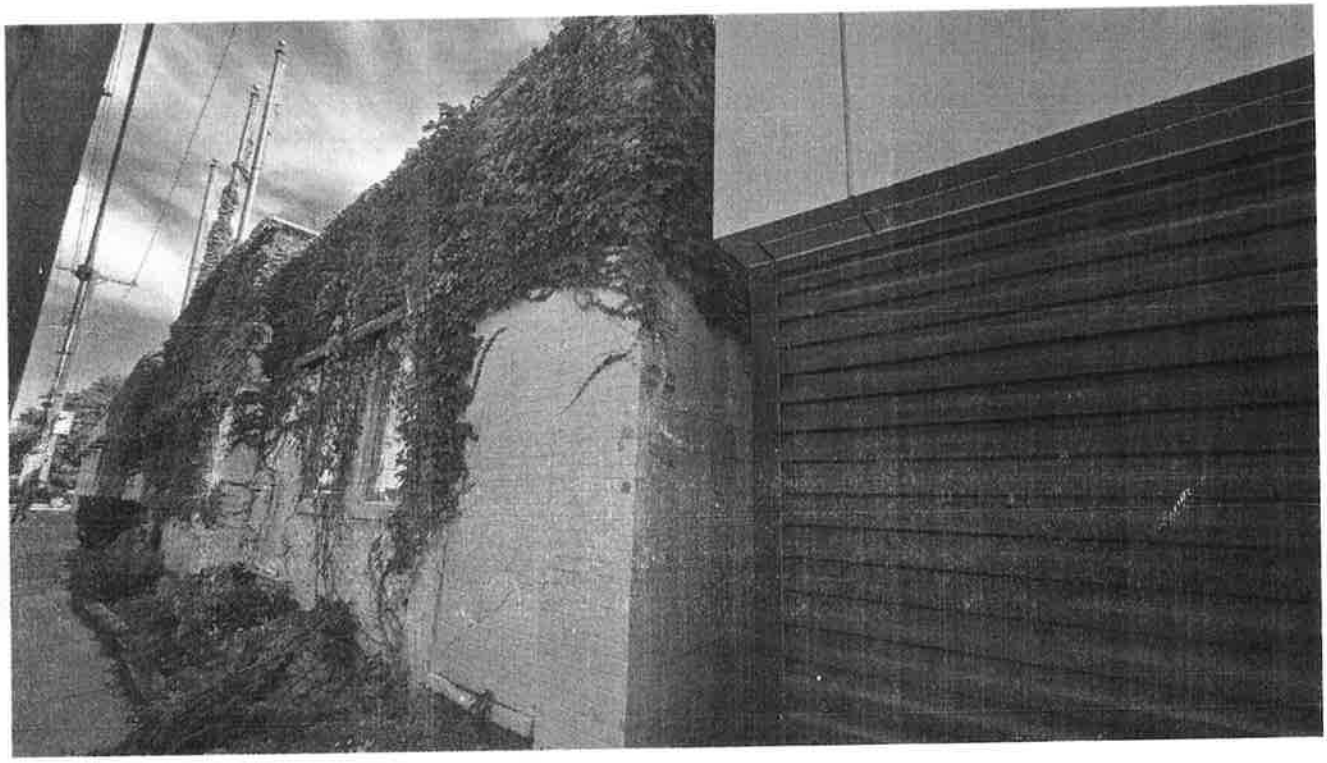

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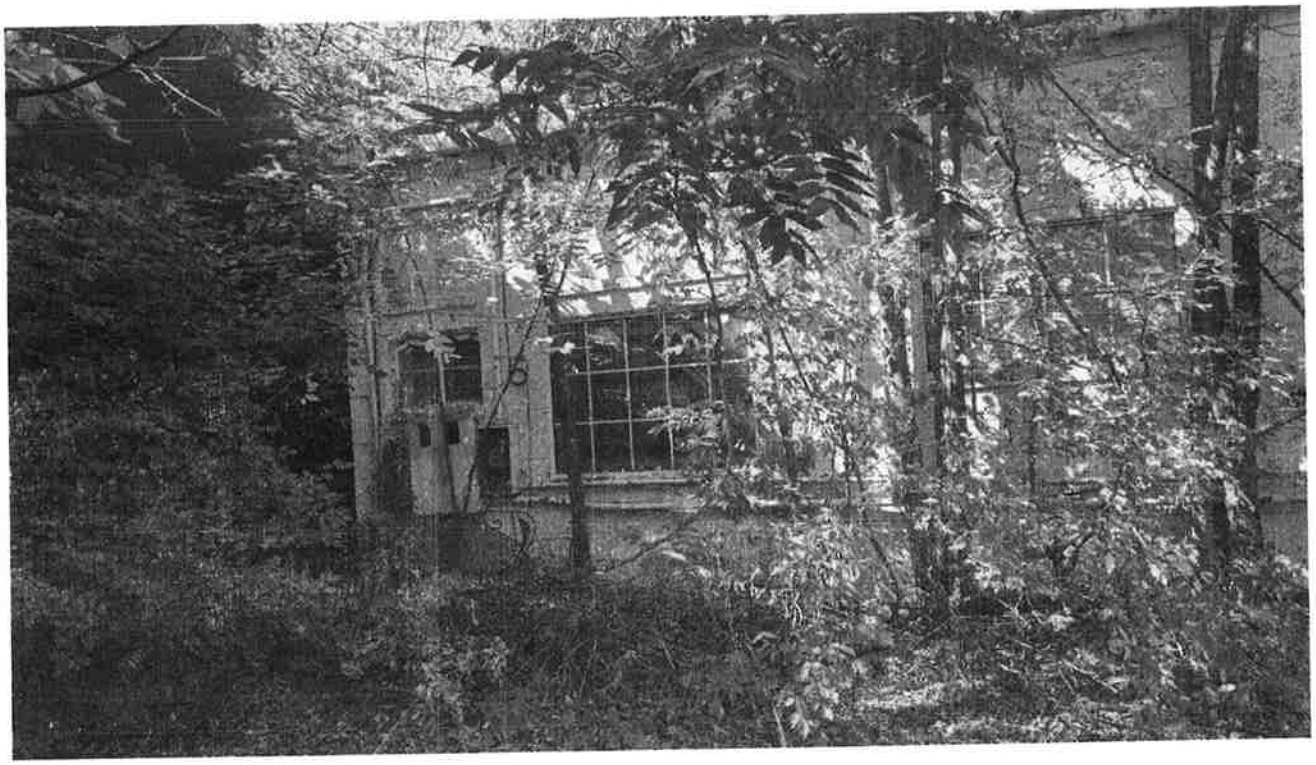
FIGURE 18



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Consultant

Sep-18-2024

ocument:
FarR2J2501ygs-REP01-250918

It is my understanding that there was a water pipe break in the building about two years ago and the building has been uncoccupied even before that -- so it has not been maintained and has not received the tender loving care it would have receied had it been occupied

The interior of the building has been badly damaged. The wall finishes, the ceiling, and the floor has been badly damaged, The floor is littered with debris and mud.

The peripheral block masonry walls have the coating peeled off and look pretty unsightly, especially on the back of the building. The block walls, however, appear to be structurally OK -- I did not see any significant cracks, leanig, and misalignment of the walls.

The owner has taken care of the asbestos in the building, and is planning on take care of the mold issues. The owners has plans to gut the interior of the building, and mostly use the exterior walls, the shell of the building for his planned reuse of the building.

Based on my field inspection, the information provided to me, my engineering judgment, and my practical experience, I believe that there is no imminent threat to the public at large from collapse or failure of the structure.

If there is a question and/or comment for me please call me or email me.

Sincerely

Yogi Anand, DEng, P.E.
+1-248-766-1546
yogia1@gmail.com

With Best Wishes!

errors & omissions excepted

Yogi Anand, D.Eng, P.E.
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KINDNESS
is

CONTAGIOUS

Principal / Consultant yogia1@gmail.com
ANAND Enterprises www.energyefficientbuild.com CONSULTING

LIFE IS ALWAYS UNFOLDING THINGS FOR OUR HIGHEST GOOD!
-- it would be good for us to learn and accept that

We seldom think -- most our responses are from our conditioning
-- thinking is hard work -- but the rewards of thinking are invaluable

If we have a problem -- we have a conflict
-- solution to the problem lies in resolving the conflict

Nature gives us what we need -- not necessarily what we want
-- and we ought to be thankful for it

Learning ought to be fun, enjoyable, and playful
-- in an environment that is leading, energizing,actualizing, rewarding &

Nature is empowering
-- if I think I can, or if I think I can't ... I am right!

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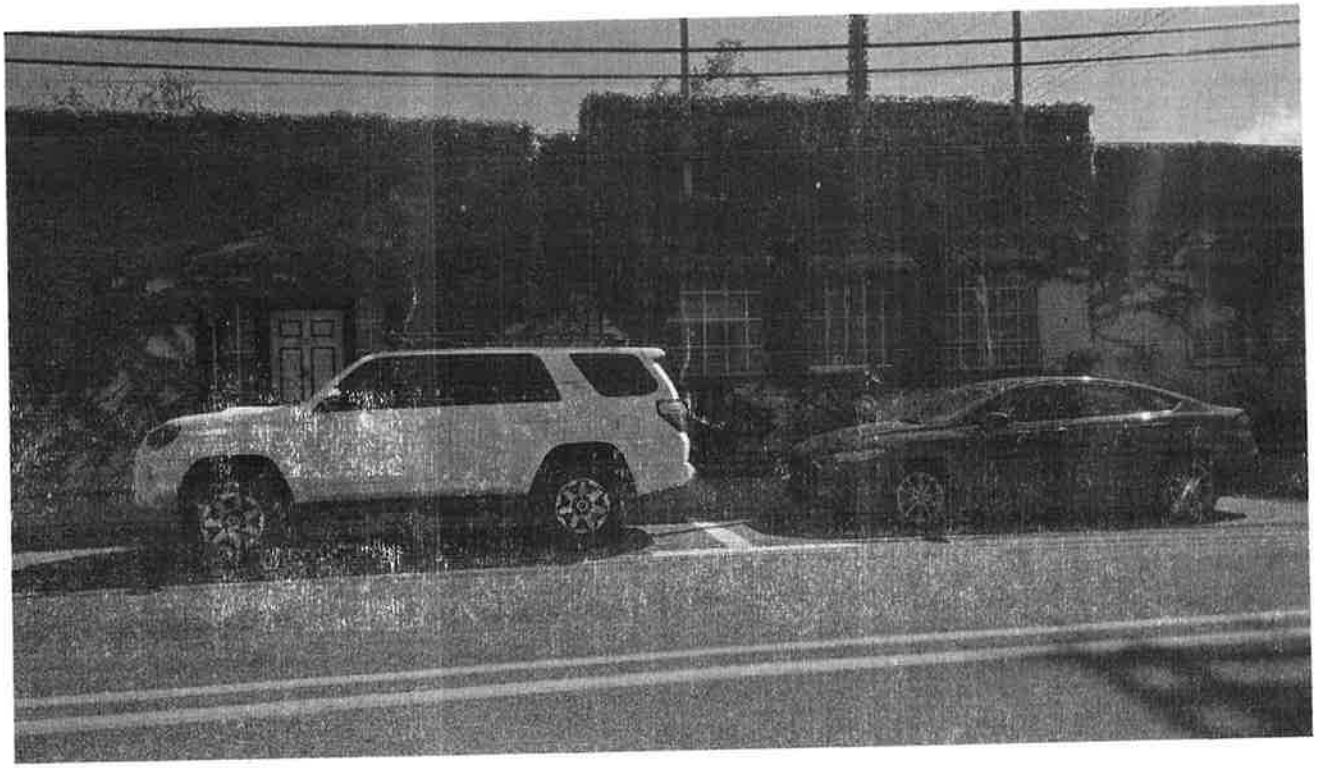
FIGURE 19



Notes:

Lopez Engineering, Inc. STRUCTURAL CONSULTING

7508 M E Cad Blvd.
Suite C
Clarkston, MI 48348
Phone (248) 634-0444
Fax (248) 634-6646
mike@lopezengineers.com

Job No. 25-318

October 27, 2025

Ralph Faranso
PO Box 1207
Walled Lake, MI 48390

Re: 635 Elm
Birmingham, Michigan
Structural Inspection

An inspection was performed at the above referenced address on August 6, 2025. The nature of the inspection was to review the existing structure and determine the structural integrity of the building and also determine if it reasonable to consider repairing the structure. Lopez Engineering was requested to attend the hearing for the building condemnation on August 27, 2025, but unfortunately, circumstances have arose that prevent Michael Wise, P.E. from being in attendance.

The building is a single-story structure that has been added on to various times over the life of the structure. The building has not been occupied for an extended period of time. There have been leaks present in the roof throughout the structure that has created water issues within the structure. The dropped ceilings had fallen and debris was present throughout the structure. There were also sections of the roof where the roof was missing and open to the sky. The exterior of the building consists of masonry load bearing walls. The walls do have some minor cracking present in the mortar joints, but this is normal considering the age of the structure.

Lopez Engineering's opinion of the structure is that it can be repaired and is not required to be demolished. The interior contents of the building can be cleared out, the wall finishes present within the structure can be removed and any mold or mildew can be mitigated and removed from the structure. The exterior masonry walls can have all cracked joints chipped out and the mortar joints can be retuck pointed. Finally, the damaged roof framing can be assessed and repairs can be performed, the roof can be sealed and a new roof membrane can be applied to the entire structure. These repairs will provide a weather proof structure and then the interior finishes can be installed and the building can be utilized.

The structural repairs required for the building will not be extreme or elaborate. The foundation and the exterior walls are all in good conditions and can support all imposed loads. The removal of the mold and mildew elements within the building and the roof repairs shall provide the necessary enclosure of the structure. The complete demolition of the building is an extreme measure and it is not required at this time.

Please feel free to contact our office with any further questions or concerns.

Respectfully,

Michael C. Wise P.E.